

## Operations Manual Terms of Sale Agreement

This is a legally binding agreement between Mr. HVAC LLC and Aptora Corporation, hereafter referred jointly to as “Seller”, and (print legal company name)

\_\_\_\_\_ hereafter referred to as “Buyer”.

### Limited Copyright Release

The product commonly known as HVAC Operations Manual, documents, and/or data files, hereafter referred to jointly and separately as “Product” or “Products”, is the copyrighted property of Mr. HVAC LLC and/or its respective owners. Seller hereby grants certain rights to Buyer. Seller grants Buyer the right to install the file(s) on their personal or business owned computers. Buyer is not limited to the number of installations or the number of machines Product is installed on, as long as Buyer owns those machines. Buyer may make any modifications to the Product as they wish. Buyer may print or reproduce as many copies as needed. Buyer may make copies and otherwise reproduce the Files provided that all copyright and other legal notifications are left intact. Buyer may not distribute, resell, or offer the Product or any derivative works to anyone else outside his or her organization. Buyer may not redistribute or otherwise transfer the Product through electronic or other means, to any other party. In other words, this is confidential proprietary information and Buyer is not allowed to resell, loan, give away, or otherwise distribute the Product to anyone outside his or her company.

### Confidentiality

Buyer agrees that the Product contains proprietary information protected by trade secret laws and that Buyer will not disclose such information to any other person or corporation. Furthermore, Buyer agrees to take all necessary steps to maintain the confidentiality of that information. Buyer agrees not to show the Operations Manual, or any portion of it, to anyone else, or allow it to be seen by anyone outside Buyer’s company.

### Product Warranty

We guarantee that the Product media (computer files) are free from defects at the time that it is delivered to you. We will gladly replace the files anytime during a period of thirty-days from the date of purchase (invoice date), not the date you actually use or install the files.

### Important Product Disclaimer

The information, specifications, recommendations, etc. contained in the Product have been compiled from sources believed to be reliable and to represent the best information available to us at the time that this publication was produced. We do not guarantee the effectiveness, correctness, accuracy, completeness, or suitability of this product. Seller or any of its subsidiaries, consultants, agents, employees or distributor makes no warranty, guarantee, or representation of any kind. We do not assume any responsibility therewith; nor can it be assumed that all acceptable safety measures, management principles or information are contained in Products or that other or additional measures or information may not be required under particular or exceptional conditions or circumstances. The user of Product has the responsibility to comply with all applicable local, state, and federal laws. Products are sold “as is”.

**Product Support**

Unless special business consulting arrangements are made, Seller will not provide Buyer with management consulting or other advice related to Product. In addition, we cannot provide Buyer with technical or other support related to their computer or Microsoft Word. However, we are available on a "Pay-Per-Call" basis. Please contact our office for details.

**No Refund**

Buyer understands and agrees that Product is proprietary and the value of the Product goes well beyond the printed documents. Buyer understands and agrees that Product does not include a money back guarantee of any type and that no money back guarantee was offered or is expected. Buyer agrees not to request a refund of their purchase and Buyer agrees not to pursue a credit card dispute.

**Misunderstandings**

Buyer acknowledges that they have read this agreement and that they fully understand it. Buyer acknowledges that they have researched the Product's features and capabilities and are fully confident that the Product will meet their needs. Seller will not be held responsible for any and all Buyer misunderstandings related to this agreement or the features and capabilities of the Product.

**Headings**

The bold headings in this Agreement are for convenience of reference only and shall not be used for the construction or interpretation of this Agreement.

**Choice of Law and Forum**

This Agreement is governed by the laws of the state of Kansas. Any litigation based upon or regarding this license agreement or the product licensed hereby shall be commenced and maintained only in the District Court of Johnson County, Kansas, to the exclusion of all other jurisdictions.

**Attorney Fees**

In the event of litigation relating to the subject matter of this Agreement or use of the Product, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees, costs and other legal expenses resulting there from.

**Severability**

If any term or provision of this agreement should be found by a court of competent jurisdiction to be unenforceable, such finding shall not affect the validity of the rest and remainder of the terms and provisions of this agreement, which shall be and remain valid, binding, and enforceable. If any remedy provided herein is determined to have failed of its essential purpose, all the limitations of liability and exclusions of damages that are set forth in paragraph "Important Product Disclaimer" shall remain in full force and effect.

**Entire Agreement**

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

This agreement may be executed in counterparts. A facsimile or electronic copy of a signature of a party shall be treated for all legal purposes in the manner as an original signature, and shall have the same binding effect as an original signature. This writing states the parties' entire agreement, and it supersedes all prior oral or

written agreements, understandings or statements of the parties. Therefore, the parties to this Agreement have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Initial pages one and two and sign below:

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ (must be signed by an owner or registered officer)

Print Name: \_\_\_\_\_

**Please sign and fax this document to 913-492-9933 or email a signed copy to [sales@mrhvac.com](mailto:sales@mrhvac.com)**