

Hydratec Sales and Support Policies

Here is some general information on how we do things. This list is not intended to be comprehensive and complete, nor is it intended to replace our license agreement. Please feel free to contact Hydratec, Inc. with any questions.

1. What you are buying from Hydratec is a license to use the software ordered. You are not buying any rights to transfer, resell, modify or otherwise alter the software as described in our license agreement. No software will be shipped without a signed license agreement on file for the company.
2. Your hardware lock is your proof of license and should be guarded with care. There will be a fee charged to replace any lost hardware locks. Likewise, the Niakwa gold key set must be repurchased if lost or misplaced.
3. If you are not on a maintenance plan then any future system purchases will be of the same version as the original license. Upgrades are available at an additional fee, quoted upon request.
4. An initial software system comes with free support and updates (maintenance) for a period of ninety days from the date that the software was shipped. Free support and updates are not given for additional Hydratec purchases
5. Hydratec's support plan solely covers assistance with using Hydratec products. It is assumed that a customer will get formal training at some point, if they have not had it already. Hydratec will not "train over the phone" and may at their discretion refuse further support and insist that the customer get formal training.
6. Hydratec software has certain hardware requirements. The customer is responsible for meeting these requirements as we cannot help you to bypass these requirements. A current, required hardware list is posted on the Hydratec website for the software in question.
7. Hydratec software will usually be shipped using a second business day delivery service. Express services or other special arrangements may be requested and may be billed to the customer. Shipments outside the United States and Canada incur an additional fee. Contact Hydratec for details.
8. Duties, Taxes and Tariffs are the responsibility of the Customer.
9. Each system will come with a printed instruction manual with tutorials, as well as an extensive on-line help system. Help information, such as an FAQ is also available in the customer support section of our web site. The customer is encouraged to explore these immediate avenues for answers to their questions before calling.
10. Three software maintenance options are available, for Hydratec software only. These plans do not cover updates to any third party product, such as Niakwa gold keys or AutoCAD. Please contact Hydratec for pricing information pertaining to these Hydratec support options:
 - Full Maintenance – this covers all support incidents and software updates for the software that the customer has licensed.
 - Half Maintenance – this covers all software updates for the software that the customer has licensed. All support incidents are billable.
 - No Maintenance. All support incidents are billable. Software updates are available for purchase on an as-needed basis.
11. When a customer has multiple offices, the software maintenance and support agreements cover only the designated primary office. All support calls and requests for updates must come from that office. All shipments will be made only to that office. Additional offices can be covered for an additional fee.
12. The chosen maintenance option is in force until Hydratec is notified to the contrary. It is the customer's responsibility to notify us in writing of any changes to their choice of maintenance plan. Customers will be liable for past-due amounts until the end of the month of notification. A fax on company letterhead stating the change is sufficient for this purpose.
13. Hydratec software updates are of two levels: major updates and minor updates. Major updates, such as a version of HydraCAD for a new version of AutoCAD will be shipped to the customer on a CD or similar media. Minor updates will only be posted on our website for customer download. Maintenance customers have the ability to apply for internet download access from our company website. They also have the ability to sign up and receive an electronic

newsletter notifying them of such updates. It is their responsibility to take both of these actions.

14. The maintenance plan covers the operating system for which the software was originally intended. In the event of a new or substantially updated operating system, a cross-platform fee may be levied.
15. Hydratec will, from time to time, choose to stop producing updates for a particular AutoCAD version. Hydratec also may choose to stop producing updates for a particular operating system, i.e. Windows 95, 98, NT 4.0, etc.
16. Hydratec will, from time to time, choose to stop supporting older Hydratec products. We will support such 'legacy' products for at least one year after their replacements have been made available.
17. Support requests may be made via telephone, email, fax, mail or other such medium. Requests made via email do not take precedence over phone calls and may not be answered promptly due to unavailability of the recipient. When calling for support it is helpful to ask for support for the product that you have the question on (i.e. hydraulics, stocklisting, cad, etc.)
18. Hydratec support plans do not cover the customization of any part of AutoCAD, nor do they cover the customization of HydraCAD menus or commands.
19. Users may submit suggestions for new features and enhancements at any time. Such requests will be considered and completed at Hydratec's discretion
20. Training is available onsite or at our office and training facility. If the training is to be done at a customer's site, the cost of the training will include, but is not limited to: Airfare or other transportation, rental car, lodging, meals and parking. If the training is at our office, then those expenses will be incurred by the customer and not by us. The cost of the instructor's time will be billed regardless of the training location. A good faith estimate of training expenses for a particular time-frame and situation can be made by customer request. Training groups larger than five students may require a second instructor at an extra cost.