



**Terms and Conditions
Relating to Corrective Procedures**

You asked us to provide you with certain procedures (the “Procedures”) designed to correct issues that you are having with software that you licensed or purchased from Waters. You acknowledge that Waters recommends that only a technician employed by Waters perform the Procedures, and that Waters is providing a copy of the Procedures to you solely as an accommodation.

You represent and warrant to Waters that: (i) you have responsibility for administering and maintaining the information technology systems at your organization, (ii) you have the necessary education and experience and are otherwise qualified to perform the Procedures, and (iii) your performance of the Procedures has been authorized by appropriate persons at your organization.

Waters makes no warranties, express or implied, with respect to the Procedures. Waters expressly excludes the implied warranties of merchantability and fitness for a particular purpose. You are solely responsible for any damage done to your organization’s system as a result of your performing the Procedures. Service charges may apply if Waters must send a technician to your organization to correct any such damage. Waters shall not be liable for any damages whatsoever, whether direct, indirect, consequential, incidental, special or any other damages, resulting from your performance of the Procedures.

The Procedures are confidential information and proprietary to Waters. Subject to the terms and conditions set forth herein, Waters grants you the right to perform the Procedures one (1) time. Immediately after performing the Procedures, you agree to promptly destroy all electronic and tangible copies or embodiments of the Procedures in your possession or under your control. You shall not use the Procedures for any purpose other than as set forth herein or disclose the Procedures to any other person, whether within or outside of your organization, or any third party.

Please acknowledge your consent to the foregoing terms and conditions by signing and dating this document in the place indicated below and faxing it to _____ at 508 482 8890.

Acknowledged and Agreed as set forth above:

Signature: _____ Organization: _____

Print Name: _____ Ticket Number: _____

Date: _____