Waters Informatics Software Maintenance Plans

STATEMENT OF COVERAGE

For the coverage period and price set forth in the quotation for a Waters® Informatics Software Maintenance Plan, Waters shall provide the Maintenance and Support Services as described below to keep Waters software performing in accordance with the operating specifications set forth in the user manual as amended by any release notes issued during the coverage period. For so long as Waters offers coverage, the Maintenance and Support contract is renewable for successive one-year periods at the charges and on the terms in effect at the time of renewal.

Software Upgrades and Updates

If Waters releases software maintenance Updates including Service Releases (Also referred to as Service Packs or Software Change Notice), Feature Releases, or hot fixes, and performance Upgrades including a new software version for Waters software or for any software options that the Customer purchased, Waters shall make such Updates and Upgrades available to Informatics Software Maintenance Plan Customers during the applicable coverage period.

Enterprise and Workgroup network software is not customer installable. Customers should contact Waters to install software upgrades. Installation services are available for an additional fee.

Personal Workstation software is designed to be customer installable. The Customer may request Waters to install their Workstation or Personal software for an additional fee. Any installation services shall be scheduled at a mutually agreeable time. The Customer is responsible for installing or having Waters install Updates and Upgrades made available during the coverage period such that the Waters software is operating with the current revision level.

Telephone Technical Support

During the coverage period, the Customer shall receive telephone technical support from the applicable Waters office during such office’s normal business hours.

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**Waters Educational Services Courses**

Software Plan customers are entitled to receive discounts on software-related courses offered by Waters.

**Access to Waters Online Support Center**

Waters Informatics Software Maintenance Plan customers are entitled to exclusive online access to a knowledge base that includes technical notes, known software issues and software Update downloads. If the Customer has opted-in for the electronic automatic notification alerts, the Customer will receive free monthly e-notifications when new documents are added to Waters Online Support Center.

**Service Availability**

Waters will provide off-site support and maintenance services for the most currently available release of software and for any optional features that the Customer purchased. While Waters will endeavor to provide support services for one prior revision, Waters will have no obligation to correct any problems with such revision, if the problems would be avoided by the Customer’s use of the most current version. Service provided under the Software Service Plan does not insure uninterrupted operation of the Waters software or that such software will be error free.

Service is provided during normal business hours (9:00 AM – 5:00 PM, Monday – Friday). Service is not available when Waters offices are closed in observance of legal holidays.

**Coverage Exclusions**

Onsite Services are not covered under the Waters Informatics Software Maintenance Plan. The Customer may order on-site services under Waters standard terms and conditions and for the rates in effect at the time of order.

The Waters Informatics Software Maintenance Plan is an off-site service and maintenance plan for Waters software products only. It does not include service for any Waters instrumentation, nor does it include any supplies and accessories for any other Waters chromatography system. All third party computer software, operating systems, hardware and peripherals are excluded from coverage under the Waters Informatics Software Maintenance Plan. It shall be the Customer’s responsibility to update its third party software and hardware to achieve compatibility with Waters software updates and upgrades provided under this Waters Informatics Software Maintenance Plan.

The Waters Informatics Software Maintenance Plan does not cover any software, methods or procedures for performance verification, calibration or qualification. The ConnectionsAQT (Advanced
Qualification Technology) for Waters software is available to the Customer as an option under the Connections Advanced Qualification Plan. Waters shall be under no obligation to provide support and maintenance service under the Waters Informatics Software Maintenance Plan if (i) the software has been modified without the prior approval of Waters, (ii) the host computer or any computer equipment required for operation of the software does not conform to the appropriate revision or upgrade level, and (iii) the software is being used in violation of the terms and conditions of the applicable software license.

The Waters Informatics Software Maintenance Plan does not include any service that may be occasioned by (i) the Customer’s failure to continuously provide a suitable operating environment, (ii) the Customer’s failure to follow Waters’ installation, operation or maintenance instructions, (iii) Customer abuse, misuse or neglect, or (iv) use of Waters software or the system on which the software operates other than for the intended use. Waters has no responsibility or liability for failure to deliver services during the plan coverage period due to (i) the lack of a customer request for such services, or (ii) the Customer not providing adequate time or access to the software or system equipment.

Limited Warranty

Waters warrants to the Customer that the services performed under the Waters Informatics Software Maintenance Plan will be of a quality conforming to generally accepted industry standards and practices and that its personnel performing services under this Plan shall have appropriate skills. Except as set forth herein, WATERS MAKES, AND THE CUSTOMER RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS PLAN OR THE PROVISION OF SERVICES THEREUNDER, AND WATERS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Disclaimer and Limitation of Liability

IN NO EVENT WILL WATERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF PROFITS, REVENUE, DATA, INFORMATION, OR USE, EVEN IF WATERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL WATERS HAVE ANY LIABILITY FOR ANY CLAIM OF ANY THIRD PARTY.

Waters’ total liability to the Customer for damages, from any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the charges the Customer paid to Waters for the Waters Informatics Software Maintenance Plan during the period when the cause of action arose.