



Email: [info@atlab.com](mailto:info@atlab.com) • [www.atlab.com](http://www.atlab.com)

496 Holly Grove School Road ■ West End, North Carolina 27376 ■ Telephone: 910.673.8165 ■ 1.800.565.LIMS (5467) ■ Fax 910.673.8166

## TERMS AND CONDITIONS

Customer orders and ATL agrees to furnish the Equipment, Software and Services in accordance with the terms of this Agreement.

### 1. EQUIPMENT

Customer agrees: (i) that any problem with the Equipment shall be the responsibility of its manufacturer; (ii) not to hold ATL or its representatives liable for any problem such problem with any Equipment; (iii) to provide reasonable access for installation of the Equipment, and use the Equipment in a manner consistent with the recommendations of the manufacturer; (iv) to execute all documents as may be reasonably requested by the manufacturer in connection with the purchase of Equipment.

### 2. SOFTWARE

a) Provided Customer makes full and complete payment(s) to ATL as described in Section 5 below. ATL grants to customer a non-transferable, non-exclusive, limited license: (i) for its employees and agents to use the Software in a machine-readable form on the Equipment or other computer hardware approved by ATL solely for the Customer's internal business purposes and (ii) to make up to two backup copies of machine readable code portions of the Software and printed listings thereof, for backup or archival purposes only, which copies shall be subject in all respects to the terms and conditions hereof.

b) Customer agrees and understands: (i) that no title to the Software, its copies or to its intellectual property is transferred to Customer (ii) that the Software is derived in part and may contain portions of software code proprietary to others; (iii) that it shall not disassemble or decompile the Software; and (iv) that it shall not publish any results of benchmark tests run on the Software without written permission from ATL.

c) Customer shall have no rights to any modifications, enhancements or extensions with respect to the Software.

d) If the Equipment is not operative, Customer may transfer to and use the Software on other, approved equipment at the Designated Site, provided Customer informs ATL of such transfer in writing.

e) The Software is not specifically developed, manufactured or licensed for use in the planning, construction, maintenance, operation or use in any nuclear capacity or for the flight, navigation, or communication of aircraft or ground support equipment.

f) Upon any termination of the license granted under this Agreement, Customer shall immediately cease use of the Software, and either deliver to ATL the Software and all copies of the Software, and all documentation containing the Software and other proprietary information, or destroy such materials on the instruction of ATL.

g) Customer shall display all proprietary and copyright notices and legends to the extent and in the manner specified by ATL.

h) Customer is aware that in the event Customer fails to pay all amounts due to ATL in accordance with the terms and conditions of this Agreement, the software provided to the Customer by ATL will be disabled so as to prevent the automatic generation of reports. In the event that the Software is disabled in this manner, Customer should contact ATL immediately. **CUSTOMER ACKNOWLEDGES AND AGREES THAT ATL SHALL NOT BE LIABLE FOR ANY LOSSES OF TIME OR DATA, OR FOR ANY OTHER DAMAGES THAT MAY RESULT IN ANY WAY FROM THE DISABLING OF THE SOFTWARE PURSUANT TO THIS SECTION.**

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_



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### 3. SERVICES

In the performance of Services specified in this Agreement, ATL and any agent or employee of ATL, is acting as an independent contractor, and not as an employee, of Customer.

### 4. PROPRIETARY INFORMATION

Customer shall hold in confidence, and make reasonable efforts to ensure that its employees and agents also hold in confidence all technical, business or financial information of ATL and shall not disclose such information except upon written authorization of ATL.

### 5. PAYMENT AND SHIPMENT

Invoices shall be due and payable prior to the date of installation in accordance to the terms stated in this Agreement, unless otherwise specified by ATL. All shipments shall be FOB ATL's place of business, and all shipping charges and insurance costs will be paid by the Customer. All delivery dates specified by ATL are estimates only and shall not be binding. Equipment modified by ATL to meet safety concerns or government standards shall be deemed conforming.

### 6. WARRANTIES AND LIABILITY

(a) ATL warrants that the Software media and associated documentation shall be free from defects in materials and workmanship for a period of ninety (90) days following date of delivery of such items (the "Warranty Period"). ATL agrees to replace or repair any such media or documentation which is found defective during the Warranty Period provided Customer notifies ATL during the Warranty Period or within ten (10) days thereafter.

(b) ATL does not, however, warrant that (i) operation of the software shall be uninterrupted or error-free, or (ii) Software functions shall operate in all combinations selected by Customer.

(c) THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) FOR THE EQUIPMENT, SOFTWARE OR SERVICES, NO THIRD PARTY SUPPLIER OF SOFTWARE WARRANTS THE SOFTWARE OR ASSUME ANY LIABILITY FOR ANY DAMAGES SUFFERED OR INCURRED BY CUSTOMER.

(d) IN NO EVENT WILL ATL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCURRING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FOR DAMAGES IN EXCESS OF THE AMOUNT RECEIVED UNDER THIS AGREEMENT.

### 7. MISCELLANEOUS

(a) ATL agrees to use reasonable commercial efforts to provide Equipment, Software and Services described in this Agreement. Under no circumstances shall ATL be required to provide any Equipment, Software or Services creating or having functionality not expressly described in writing(s) provided by Customer to ATL prior to the effective date of this Agreement or any relevant Amendment thereto.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_



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(b) ATL agrees to provide problem reporting procedures to Customer for reporting Software "bugs", malfunctions, programming errors and related problems. Upon notification of any "bug" in the Software pursuant to the procedures set forth by ATL, ATL will investigate and if able to verify and reproduce the bug, use reasonable commercial efforts to correct such "bug" or create a work around.

(c) Subject to Section 6(b) above, ATL shall indemnify Customer against costs and damages arising from claims of infringement of any U.S. patent or copyright resulting from the use of Software within the scope of the license, provided ATL is (i) promptly notified of all such claims; (ii) given sole control of any litigation or settlement, and provided further that the Customer shall provide all available assistance to enable ATL to defend or settle any such claims or proceedings. The foregoing obligation of ATL does not apply with respect to Software: (A) not developed and produced by ATL; (B) made in whole or in part in accordance to Customer's specifications; (C) which was modified by a party other than ATL after shipment by ATL; (D) combined with other products where the alleged infringement relates to such combination or otherwise would not have occurred but for the combination; or (E) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would avoid the alleged infringement. Customer will indemnify ATL for any liability, cost, expense and attorney's fees incurred in connection with a claim for infringement with respect to software, products or equipment: (F) not developed and produced by ATL; (G) made in whole or part in accordance to Customer's specifications; (H) which, if provided by ATL, was thereafter modified by a party other than ATL; (I) that combines ATL products with other products where the alleged infringement relates to such combination or otherwise would not have occurred but for the combination; or (J) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would avoid the alleged infringement.

(d) Customer agrees to comply with all applicable regulations of the U.S. Department of Commerce and the U.S. Export Administration with respect to the Equipment and Software.

(e) The rights or obligations stated herein shall not be assignable or transferable in whole or in part by Customer without the prior written consent of ATL, and any attempt to do so shall be null and void.

(f) ATL may terminate this Agreement and all licenses and rights granted hereunder if Customer fails to comply with any term or condition stated herein.

(g) In the event any legal action is initiated to enforce any provision of this Agreement, the prevailing party shall be entitled to collect its reasonable attorney's fees and costs incurred in connection with such action. Nebraska law shall govern in this Agreement and the sole venues for any action arising out of or relating to this agreement shall be in Lincoln, Nebraska.

(h) These terms may be waived or amended only by a writing signed by the parties. Failure or delay in asserting a claim hereunder shall not be deemed a waiver thereof and no waiver with respect to a particular instance shall be deemed to waive generally the applicable right. Section headings are for convenience only and shall not affect interpretation. Notices shall be in writing, and sent by registered or certified mail.

Accelerated Technology Laboratories, Inc. Representative:

Thomas A. McLean, Accounts Manager

12/8/17  
Date

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_



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# Quotation

Name / Address
Lincoln Water System Attn: John Keith 401 Highway 6 / Post Office Box 144 Ashland, NE 68003

Date	Quotation #
10/27/2017	16736

Phone #	Fax #
(910) 673-8165	(910) 673-8166

Description	Qty	Cost	Total
ATL Gold Support (1 year from Anniversary Date) - Includes LIMS account manager, Unlimited Technical Support via a toll-free number, Programming Support (2 hours included at no charge), Dial-in Remote Support, Access to Web Site User Support Area, Software Service Packs, Product Upgrades, Migration Credit and Sample Master® Solutions Newsletter	3	15,374.46	46,123.38
Support Period - 11/17/17 through 11/17/20			
Special 25% Multi-year Discount		-25.00%	-11,530.85
This Quote shall be valid for 30 days		<b>Total</b>	\$34,592.53
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>TOTAL</b>	\$34,592.53

Questions, contact me at [tmclean@atlab.com](mailto:tmclean@atlab.com)

Thomas A. McLean  
 Accounts Manager  
 Accelerated Technology Laboratories, Inc.

ATL Terms & Conditions Shall Apply