



ProCAT
 5115 Douglas Fir Road, Suite L
 Calabasas, CA 91302
 Voice: (818) 222-5010
 Fax: (818) 222-5120

Purchase Agreement

Order Date: _____

Prices are valid through: _____

Advanced Translations Technology, Inc. ("ATT") sells the Software and Equipment to customer named below ("Customer") and Customer purchases the Software and Equipment from ATT for business purposes, on the terms and conditions stated on both sides of this Purchase Agreement ("Agreement").

Bill to:		Ship to:	
Name: _____	Address: _____	Name: _____	Address: _____
City: _____ ST: _____ ZIP: _____		City: _____ ST: _____ ZIP: _____	
Telephone: Home () _____ - _____	Work () _____ - _____	Fax () _____ - _____	Cell () _____ - _____
Email: _____	Referred by: _____		
Previous CAT Experience: _____	Owns Writer: _____		
Owns Computer: _____	Source: _____		

Affiliation	Sales Rep	Ship Via	Terms
<input type="checkbox"/> Machine Writer <input type="checkbox"/> Voice Writer <input checked="" type="checkbox"/> Student <input type="checkbox"/> Official <input type="checkbox"/> Agency <input type="checkbox"/> Freelance <input type="checkbox"/> CART <input type="checkbox"/> Captioner <input type="checkbox"/> Courthouse <input type="checkbox"/> Attorney <input type="checkbox"/> Scoper	deby	<input checked="" type="checkbox"/> UPS Ground <input type="checkbox"/> 2nd-Day Air <input type="checkbox"/> Next Day Air <input type="checkbox"/> Will call	<input type="checkbox"/> COD <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Lease <input type="checkbox"/> Check No: _____ <input type="checkbox"/> PO Number: _____

QTY	Description	Unit Price	Extended
	<input type="checkbox"/> Winner Professional Steno Edition <input type="checkbox"/> Winner Professional Voice Edition <input type="checkbox"/> Winner Student <input type="checkbox"/> Steno or <input type="checkbox"/> Voice Edition <input type="checkbox"/> 3-Year Plan <input type="checkbox"/> Upgrade <input type="checkbox"/> Other _____ <input type="checkbox"/> Winner Educational Institution Edition <input type="checkbox"/> Winner Edit-Only Edition <input type="checkbox"/> Personal Scopist (\$795) <input type="checkbox"/> Professional Scopist (\$1,995) Training: <input type="checkbox"/> Center <input type="checkbox"/> Online training <input type="checkbox"/> Student- CD tutorial & Std Educational Sprrt Support: <input type="checkbox"/> Premier (1 yr.) <input type="checkbox"/> Extended <input type="checkbox"/> Standard <input type="checkbox"/> Jump-Start (30-days) Options: <input type="checkbox"/> USB Key <input type="checkbox"/> Other _____ <input type="checkbox"/> Media <input type="checkbox"/> CD/DVD <input type="checkbox"/> USB Flash Drive	4,295.00 5,495.00 1,995.00	
	<input type="checkbox"/> Winner upgrade from <input type="checkbox"/> Winner <input type="checkbox"/> Elite <input type="checkbox"/> ProCAT Version: _____ <input type="checkbox"/> Media <input type="checkbox"/> CD/DVD <input type="checkbox"/> USB Flash <input type="checkbox"/> Technical Support Plan <input type="checkbox"/> Premier <input type="checkbox"/> Extended <input type="checkbox"/> Standard <input type="checkbox"/> Winner Competitive Upgrade Qualifying upgrades: <input type="checkbox"/> CaseCatalyst <input type="checkbox"/> StenoCAT <input type="checkbox"/> Eclipse <input type="checkbox"/> Cheatah <input type="checkbox"/> _____ <input type="checkbox"/> Winner Subscription Plan <input type="checkbox"/> WinnerSteno Ed. <input type="checkbox"/> WinnerVoice Ed. <input type="checkbox"/> Media <input type="checkbox"/> CD/DVD <input type="checkbox"/> USB Flash <input type="checkbox"/> Winner Rental Plan <input type="checkbox"/> WinnerSteno edition Initial Setup Fee: _____ Plus Annual Subscription Fee: _____		
	<input type="checkbox"/> Xpression <input type="checkbox"/> Azure <input type="checkbox"/> Tuxedo <input type="checkbox"/> Latte <input type="checkbox"/> _____ <input type="checkbox"/> Impression <input type="checkbox"/> Onyx <input type="checkbox"/> Tuxedo <input type="checkbox"/> Pearl <input type="checkbox"/> Latte <input type="checkbox"/> Chocolate <input type="checkbox"/> Espresso <input type="checkbox"/> Azure <input type="checkbox"/> _____ <input type="checkbox"/> Blaze Academic <input type="checkbox"/> Shamoo Note: _____ <input type="checkbox"/> Blaze Professional <input type="checkbox"/> Shamoo Note: _____ Options: <input type="checkbox"/> Wide DZ <input type="checkbox"/> Wide TS <input type="checkbox"/> Wide * <input type="checkbox"/> Dbl Wide * <input type="checkbox"/> USB WiFi Adapter(\$95) <input type="checkbox"/> WiFi Kit(\$195) <input type="checkbox"/> Wireless Keyboard (\$95) <input type="checkbox"/> USB Bluetooth Adapter (\$85) <input type="checkbox"/> Audio Recording Accessories (microphone and carry case)	5,295.00 4,295.00 1,795.00 2,295.00	
	Trade-in: Model: _____ <input checked="" type="checkbox"/> Tripod <input checked="" type="checkbox"/> Case <input checked="" type="checkbox"/> Charger <input checked="" type="checkbox"/> Accessories		
	Case.Pad <input type="checkbox"/> Portable WiFi Router \$125	125.00	
	CaptiVision – Closed captioning add-on to Winner	1,950.00	
	RTF Dictionary Conversion: <input type="checkbox"/> Eclipse <input type="checkbox"/> CaseCatalyst <input type="checkbox"/> Other _____		
	Notebook PC <input type="checkbox"/> Winner Steno Edition <input type="checkbox"/> Winner Voice Edition		
	Nuance Dragon Naturally Speaking Version _____ <input type="checkbox"/> Full <input type="checkbox"/> Upgrade		
1	Steno machine rental (8 week term) NCRA A to Z Program		50

<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/> Discover Exp. Date: _____ Billing Zip: _____ Security Code: _____ Name: _____ Number: _____ <input type="checkbox"/> Lease Leasing Company: _____	Freight \$0.00 Subtotal 50.00 Sales Tax Deposit Bal. Due \$50.00
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I have read and understand the Terms and Conditions of this transaction on the reverse side and the accompanying Single User License Agreement. I agree to pay for the goods that I will receive from ProCAT. I understand that returns within the first ten (10) days are subject to a restocking and/or handling fees, and that there is no refund beyond ten (10) days. Furthermore, I agree to surrender to ProCAT any items traded for cash credit within 30 days of delivery of this order; failure to do so will require me to reimburse ProCAT for cash valued applied as credit herein.

Signature: _____ Date: _____

Terms and Conditions

ATT, upon its acceptance and execution of this Agreement in Calabasas, California, agrees to furnish to the above named Customer, or to the Customer's designated leasing company, the equipment ("Equipment") and a Single User License ("Software") as set forth herein. Customer acknowledges and understands that the provisions of paragraphs #1 through #13 as set forth below are incorporated into and made part of this Agreement. The Customer further acknowledges and agrees that this Agreement is the complete and exclusive statement of the Agreement by and between parties, and that it supersedes all other communications between the parties, written or oral, relating to the subject matter of this Agreement.

I. EQUIPMENT: Subject to the terms and conditions set forth herein, ATT agrees to furnish and Customer accepts and agrees to pay for the Software and/or Equipment listed on this "Purchase Agreement" which is incorporated herein and is made a part hereof.

II. LICENSE: ATT hereby grants to Customer a nonexclusive right to use ProCAT's Software and related material. Customer accepts a Single User License ("SUL") to use the Software and related materials delivered with this SUL on a single computer or computerized stenographic writer ("Writer"). A copy of Software is being furnished to Customer with this SUL, in computer readable format, on magnetic medium. Customer further agrees not to transfer or sub-license its rights under this Agreement, and ATT reserves the right to sell or give licenses to use the Software to other persons.

III. TERM: This Agreement shall commence upon the acceptance of this Agreement and continue for so long as the Customer uses the Software described herein.

IV. SECURITY INTEREST: You grant ATT a security interest in the Equipment and Software. This gives ATT the right to remotely disable the Software or repossess the Equipment and Software and sell it if you fail to make any payments due ATT. This security interest expires when you pay ATT all amounts due under this Agreement.

V. DELIVERY: ATT will deliver the Equipment and Software at the address designated herein upon receipt of equipment components from the original equipment manufacturer. Current delivery times are quoted as fifteen (15) days from receipt of order, a purchase order, or executed Agreement. Customer recognizes that delivery dates are estimated and are not firm. Delivery may be delayed due to dictionary conversion from an older systems or receipt of a dictionary on an unreadable media.

VI. SOFTWARE SUPPORT: Upon its acceptance of this Agreement, and if indicated on this Agreement, ATT agrees to provide to Customer, for the period specified on this Agreement, the following services: (1) Any modification or addition to the Software developed by ATT and (2) technical assistance via telephone. Customer may access this support via telephone or e-mail from anywhere within the United States (an appropriate surcharge will apply to all international support calls) between the hours of 8:30 A.M. and 5:30 P.M., Pacific Time, Monday through Friday, excepting holidays.

VII. TRAINING: ATT will train the Customer, if specified on the Agreement. The training period will be up to one (1) day during ATT's normal business hours or at a time mutually agreeable to ATT and Customer. The Training is to be conducted at the site specified on this Agreement. Customer relinquishes its rights to the training if it is not scheduled and completed within 90-days of shipment of the equipment.

VIII. CUSTOMER RESPONSIBILITIES: The Customer's areas of responsibility include, but are not limited to, the following: (1) The Customer shall determine its computer and related data processing requirements, and shall assure that the Equipment selected fully meets the requirements for Customer's intended application and use. (2) The Customer shall prepare and maintain the Equipment site in accordance with the original equipment manufacturers' instructions and specifications. (3) The Customer shall manage, control and have sole responsibility for the use of the Equipment and Software in the processing of the Customer's workload. (4) The Customer shall contract separately for and make all necessary arrangements for maintenance of all Equipment acquired as part of this Agreement. (5) The Customer assumes sole responsibility for payment for all local, city, state, federal, and any other taxes resulting from this transaction that may be due now or become due in the future. (6) Customer understands and agrees that if a Software Protection Key is issued to the Customer as a part of this Agreement; the Key must be attached to the Customer's computer at all times and use of any device (including but not limited to any software driver or hardware device) that would circumvent the Protection Scheme is expressly prohibited. Furthermore, it is considered to be a material breach of ATT's copyrights, patents, Software Licensing Agreement, and Purchase Agreement. (7) Customer further understands and agrees not to engage in the process of reverse engineering or de-compiling the ATT Software and Equipment for any purpose including sale or use of the ATT trade secrets.

IX. CONFIDENTIALITY: CUSTOMER RECOGNIZES THAT THE SOFTWARE PROVIDED BY ATT FOR USE OF CUSTOMER IS PROPRIETARY AND BELONGS EXCLUSIVELY TO ATT AND ACCORDINGLY: (1) THE CUSTOMER AGREES TO KEEP IN CONFIDENCE THE ATT SOFTWARE, WHICH INCLUDES COMPUTER SOFTWARE AND THE SOFTWARE ON THE WRITER AND RELATED DOCUMENTATION PROVIDED BY ATT, ALL PARTS THEREOF AND ALL UPDATES OR MODIFICATIONS THERETO, AND THE INFORMATION CONTAINED THEREIN (THE "CONFIDENTIAL INFORMATION,") AND TO PROTECT SAME FROM DISCLOSURE TO ANYONE OTHER THAN THE CUSTOMER'S EMPLOYEES AND AGENTS NECESSARILY INVOLVED IN THE USE AND OPERATION OF THE SOFTWARE AND EQUIPMENT. (2) THE CUSTOMER AGREES NOT TO SELL, DISCLOSE OR OTHERWISE MAKE THE SOFTWARE AND INFORMATION THEREIN AVAILABLE TO ANY OTHER PERSON OR ENTITY THAT IS DIRECTLY OR INDIRECTLY IN COMPETITION WITH ATT. CUSTOMER HEREBY ACKNOWLEDGES THAT DISCLOSURE OF THE CONFIDENTIAL INFORMATION WILL CAUSE IRREPARABLE DAMAGE TO ATT AND THAT ATT SHALL BE ENTITLED TO A PRELIMINARY AND PERMANENT INJUNCTION WITHOUT FURTHER NOTICE TO CUSTOMER IN THE EVENT ATT LEARNS THAT CUSTOMER HAS OR IS ABOUT TO MAKE AN UNAUTHORIZED DISCLOSURE OF THE CONFIDENTIAL INFORMATION (3) IF AT ANY Purchase Agreement Rev. 26a, December 2017

TIME DURING THE TERM OF THIS AGREEMENT ATT ISSUES UPDATED SOFTWARE OR NEW SOFTWARE PRODUCTS TO CUSTOMER, SUCH UPDATED OR NEW SOFTWARE SHALL BE SUBJECT TO ALL TERMS AND CONDITIONS OF THE CONFIDENTIALITY AGREEMENT CONTAINED HEREIN. (4) UPON TERMINATION OF THE LICENSE GRANTED HEREIN, ALL ATT SOFTWARE (AND ALL COPIES AND UPDATES) AND ALL MODIFICATIONS THERETO SHALL BE RETURNED TO ATT; AND THE CUSTOMERS SHALL CERTIFY TO THE SAME.

X. WARRANTIES: (1) ATT warrants the media on which the Software are recorded to be free from defects in material or faulty workmanship, in normal use and service for a period of one (1) year from the day the Materials are shipped to you. If, during this one-year period, a defect in the media should appear, the media may be returned to ATT for replacement without charge. (2) **Equipment components (e.g., external Bluetooth adapter, WiFi adapter, etc.) and software received from the original equipment manufacturers ARE NOT covered by this Agreement and not warranted**, but are covered by the appropriate agreement from said original equipment manufacturers. ATT passes through to Customer any warranties on the Equipment. ATT will endeavor to integrate such third-part equipment with the Customer's equipment. Any representations or warranties given by ATT personnel as it regards the original equipment manufacturers' equipment are without force and effect and not binding upon the original manufacturers. (3) ATT uses third-party voice-to-text recognition algorithm ("Engine") as a part of Software. ATT expressly excludes any implied or expressed warranty relating to recognition accuracy or recognition speed of the Engine. RETURNS ARE SUBJECT TO A RESTOCKING FEE WITHIN 10-DAYS OF DELIVERY. RETURNS ARE NOT ACCEPTED AFTER 10-DAYS OF DELIVERY.

XI. LIMITATIONS OF LIABILITY: EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF THE SOFTWARE OR OTHER EQUIPMENT FURNISHED BY ATT UNDER THIS AGREEMENT. THE CUSTOMER'S SOLE REMEDIES FOR LIABILITY OF ANY KIND, WITH RESPECT TO THE EQUIPMENT, SOFTWARE OR SERVICES FURNISHED UNDER THIS AGREEMENT AND OTHER PERFORMANCE BY ATT UNDER OR PURSUANT TO THIS AGREEMENT, OR WITH RESPECT TO CUSTOMER'S USE THEREOF, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE REMEDIES PROVIDED IN THIS SECTION OF THIS AGREEMENT, AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, REVENUE OR PROFIT EVEN IF ATT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ATT'S LIABILITY FOR DAMAGES WITH RESPECT TO ANY OF THE EQUIPMENT, SOFTWARE, OR SERVICES FURNISHED UNDER THIS AGREEMENT EXCEED THE CHARGES PREVIOUSLY PAID BY THE CUSTOMER TO ATT FOR SUCH SOFTWARE, EQUIPMENT OR SERVICES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. YOU AGREE TO USE THE SOFTWARE AND THE EQUIPMENT AT YOUR OWN RISK.

XII. ASSIGNMENT: This Agreement is not assignable by Customer. Any purported assignment of Customer's rights, duties or obligations under this Agreement by Customer is void and without effect.

XIII. GOVERNING LAW: THE PARTIES AGREE THAT THIS AGREEMENT SHALL BE CONSIDERED AS HAVING BEEN ENTERED INTO IN LOS ANGELES COUNTY, CALIFORNIA, AND WILL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA. ANY CONTROVERSY OR CLAIM ARISING UNDER THE TERMS OR PROVISIONS OF THIS AGREEMENT SHALL BE SUBMITTED FOR ARBITRATION UNDER THE FOLLOWING RULES: (A) THIS MATTER SHALL BE SUBMITTED TO ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION. (B) THE PARTIES, AND EACH OF THEM, AGREE THAT THE MATTERS AND ALL OF THEM, SUBMITTED TO THE AMERICAN ARBITRATION ASSOCIATION SHALL BE PURSUANT TO AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN IN EFFECT. (C) EACH PARTY ACKNOWLEDGES BY EXECUTING THIS AGREEMENT THAT IT IS THEIR DESIRE TO WAIVE ANY RIGHT, SHOULD ANY SUCH RIGHT EXIST, TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS THAT EITHER PARTY MAY HAVE AGAINST THE OTHER. THE PARTIES, AND EACH OF THEM, FURTHER ACKNOWLEDGE THAT IT IS THEIR HOPE AND DESIRE, IN SELECTING ARBITRATION AS A MECHANISM FOR PURPOSES OF RESOLVING THEIR DISPUTES, TO MINIMIZE THE EXPENSES TO EITHER PARTY WITH RESPECT TO PROSPECTIVE ATTORNEYS' FEES, AND FURTHER, TO OBTAIN, IF AT ALL POSSIBLE, AN EXPEDITIOUS RESOLUTION OF ANY SUCH DISPUTE. THE PARTIES SPECIFICALLY AGREE THAT SUCH A DISPUTE SHALL BE HEARD AND SETTLED IN LOS ANGELES COUNTY, CALIFORNIA. IF ANY PROVISION OF THIS AGREEMENT IN ANY WAY CONTRAVENES THE LAWS OF THE STATE OR JURISDICTION IN WHICH THIS AGREEMENT IS TO BE PERFORMED, SUCH PROVISION SHALL BE DEEMED TO BE DELETED AND, IF ANY TERM OF THIS AGREEMENT SHALL BE DECLARED BY FINAL ADJUDICATION TO BE ILLEGAL OR CONTRARY TO PUBLIC POLICY, IT SHALL NOT AFFECT THE VALIDITY OF ANY OTHER TERM OR PROVISION OF THE AGREEMENT.

IN WITNESS WHEREOF, The parties hereto have carefully read, understand, stipulate, and agree to the foregoing document, paragraphs one (I) through thirteen (XIII) inclusive and the attached Software Licensing Agreement, and affix their signatures hereto as evidence thereof.

AGREED TO:
"CUSTOMER" _____

Signature Date

ACCEPTED:
Advanced Translations Technology, Inc.

Signature Date