

# SUPPORT ORDER FORM



**Caliper Corporation**  
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# TransModeler<sup>®</sup>

## Traffic Simulation Software

Mailing Address:	Billing Address:
Name:	Name:
Company:	Company:
Address:	Address:
Address (cont.):	Address (cont.):
City/State/ZIP:	City/State/ZIP:
Country (if other than U.S.):	Country (if other than U.S.):
Phone:	Phone:
Fax:	Fax:
E-Mail:	E-Mail:

Software License:
Licensee/Organization
Registered User
Serial Number
Support Expiration Date

Method of Payment:		
<input type="checkbox"/> Check Enclosed (Mail this form with your check payable in U.S. dollars to Caliper Corporation)	Credit Card Number	Expiration Date
Bill My: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Cardholder's Name	
Credit card orders: Provide card number, expiration date, name, and signature in the spaces provided to the right.	Cardholder's Signature	

Support:	Price:	Quantity:	Total:
One year of support per copy of TransModeler*	\$1500		
Ten-hour custom service pack	\$2000		
		<b>Subtotal:</b>	
		<b>Surcharge**:</b>	
		<b>Tax:</b>	
		<b>TOTAL:</b>	

\* Caliper reserves the right to limit the amount of technical support included to 6 hours per annum  
 \*\* If your current support contract has expired, a surcharge will be assessed to cover support reinstatement. Contact Caliper for more information.

AZ, CA, DC, FL, HI, IN, MD, MA, MO, NY, TX, & VA please add applicable local tax

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# TransModeler License Agreement

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Licensee and Caliper agree as follows:

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- Exclusive Remedies.** Licensee's exclusive remedies for any claims against Caliper arising out of this Agreement will be limited to the following, at the option of Caliper: (a) replacement by Caliper of the Software with software that functions substantially in accordance with the Documentation; (b) repair by Caliper of the Software, by patch or workaround, so that it functions substantially in accordance with the Documentation; or (c) refund by Caliper of the funds received by Caliper from Licensee in respect of the Product.

## 9. Term and Termination.

- This Agreement will take effect upon the date of acceptance of the order by Caliper and, unless earlier terminated pursuant to Section 9.B, will continue in effect for a period of ten (10) years.
- In the event that Licensee fails to comply with any of the provisions of this Agreement, this Agreement will automatically terminate without notice. This Agreement will also automatically terminate without notice in the event of any attempt to transfer or assign this Agreement, or in the event of any change in control of Licensee.
- Upon expiration or termination of this Agreement:
  - Licensee will return the Product to Caliper and destroy any other copies of any portion of the Product in its possession.
  - Licensee will have no further right to possess or use the Product.
- Survival. The expiration or termination of this Agreement will not affect provisions of this Agreement which by their terms and meaning survive its termination, including, without limitation, the provisions of Section 1, 3, 5, 6, 7, 8, 9.B, 9.C, 10, 11, 12, 13.

- Export.** Licensee acknowledges that the Product constitutes technical data under the Export Control Regulations of U.S. Department of Commerce and agrees not to export the Product in violation of such Regulations or any other U.S. laws or regulations. Licensee agrees to defend, indemnify and hold Caliper harmless against any liability (including attorneys' fees) arising out of Licensee's failure to comply with the terms of this Section 10.

## 11. Miscellaneous.

- This Agreement sets forth the entire understanding and agreement between Caliper and Licensee with respect to the subject matter hereof and supersedes all prior understandings, representations, sales materials, and agreements, written or oral, including any purchase orders submitted by Licensee to Caliper in respect of the Product.
- This Agreement will be governed by the laws of The Commonwealth of Massachusetts, United States of America (without regard to any conflict of law rules that would provide that the law of another jurisdiction would govern), and applicable copyright laws. The parties hereby submit to the exclusive jurisdiction of the state and federal courts of The Commonwealth of Massachusetts.
- This Agreement may be modified only by a written agreement which is made subsequent to this Agreement and signed by duly authorized representatives of Caliper and Licensee.
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- The failure of Caliper to enforce any of the provisions of this Agreement will not be construed to be a waiver of Caliper's right thereafter to enforce such provisions.
- The section titles in this Agreement are used solely for the convenience of the Licensee and Caliper and have no legal or contractual significance.

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