

# SUPPORT ORDER FORM



**Caliper Corporation**  
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Company:	Company:
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Phone:	Phone:
Fax:	Fax:
E-Mail:	E-Mail:

Software License:
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Registered User
Serial Number
Support Expiration Date

Support:	Price:	Quantity:	Total:
One year of support per copy of <b>Base TransCAD</b> <sup>1</sup>	\$800		
One year of support per copy of <b>Standard TransCAD</b> <sup>1</sup>	\$1200		
Remote Desktop/Concurrent Use Option - 50% additional			
* If your current support contract has expired, a surcharge will be assessed to cover support reinstatement. Contact Caliper for more information. ** For AZ, CA, CO, DC, FL, HI, IN, MD, MA, MO, NY, TX, and VA, please add applicable local tax. <b>NOTE:</b> Sales and use tax are the responsibility of the customer and reimbursable to Caliper Corporation together with interest, if assessed by the State Department of Tax/Revenue. Orders are subject to acceptance by Caliper Corporation. Prices are subject to change. Please review the License Agreement on the back of this form before ordering the software. <b>BY ORDERING THE SOFTWARE, LICENSEE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT.</b>		<b>Subtotal</b>	
		<b>Surcharge*</b>	
		<b>Tax**</b>	
		<b>TOTAL</b>	

Method of Payment:			
<input type="checkbox"/> Check Enclosed <small>(Mail this form with your check payable in U.S. dollars to Caliper Corporation)</small>		Bill My: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <small>(Please provide credit card information in the spaces provided below)</small>	
Card Number	Expiration Date	Cardholder's Name	Cardholder's Signature

<sup>1</sup>Please contact Caliper for HERE data update pricing

# TransCAD License Agreement

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8. **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.**
  - A. 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 ninety-nine (99) years, or five (5) years in the case of an Academic License, from such date.
  - B. 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.
  - C. Upon expiration or termination of this Agreement:
    - i. Licensee will return the Product to Caliper and destroy any other copies of any portion of the Product in its possession.
    - ii. Licensee will have no further right to possess or use the Product.
  - D. 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.
10. **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.**
  - A. 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.
  - B. 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.
  - C. 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.
  - D. If any of the provisions of this Agreement will be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.
  - E. 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.
  - F. 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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