

## 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

Support:	Price:	Quantity:	Total:
One year of support per copy of TransModeler*	\$1500		
Ten-hour custom service pack	\$2500		

\* 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.

<b>Subtotal:</b>	
<b>Surcharge**:</b>	
AZ, CA, CO, DC, FL, HI, IN, KY, MD, MA, MI, MO, NC, NY, TX, & VA please add applicable local tax	<b>Tax:</b>
<b>TOTAL:</b>	

**NOTE:** 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. **BY ORDERING THE SOFTWARE, LICENSEE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT.**

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

# TransModeller License Agreement

Caliper Corporation ("Caliper") provides its proprietary products to its customers on the terms and conditions set forth herein. PLEASE REVIEW THE FOLLOWING AGREEMENT BEFORE ORDERING PRODUCTS FROM CALIPER. By ordering or using a Product, the Licensee identified on the order form for the Product ("Licensee") indicates its acceptance of the terms of this Agreement.

Licensee and Caliper agree as follows:

## 1. Definitions.

- As used in this Agreement:
- "Software"** means the TRANSMODELER software, in executable code form, as delivered to Licensee, and includes any software updates, add-on components, web services and/or supplements and additional modules that Caliper may provide to Licensee from time to time after the date Licensee obtains its initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use.
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  - "Documentation"** means any materials and documentation provided by Caliper to describe the operation of the Software.
  - "Product"** means the Software and related Data, Documentation, and any Copy Protection Measure.

## 2. Grant of License.

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- Licensee will not use the Product to aid in the development of software or products that are competitive with the Product; or use the Product to create data in Caliper's CDF data format for sale or any other commercial purpose without the prior written permission of Caliper.
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- Caliper may inspect and audit Licensee's use of the Product from time to time to verify Licensee's compliance with its obligations under this Agreement.

## 4. License Fee.

In consideration of the license granted to Licensee under Section 2, Licensee agrees to pay Caliper a fee in accordance with Caliper's price list in effect at the time Licensee's order is received. If Licensee does not pay such fee within sixty (60) days after the date the Product is invoiced to Licensee, this Agreement will terminate automatically pursuant to Section 9.B.

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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.
- 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.
- 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.

- U.S. GOVERNMENT END USERS.** The Product is "commercial computer software" or "commercial computer software documentation" as those terms are defined in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. As provided therein, the Government shall have only those rights specified in this Agreement.

- MrSID Functionality.** Portions of the Software incorporating MrSID functionality are provided under license from LizardTech, Inc. The MrSID software is protected by copyright laws and international treaty provisions and by U.S. Patent No. 5,710,835. Foreign patents are pending. Some of the MrSID technology was developed through a project at the Los Alamos National Laboratory (LANL) funded by the U.S. Government, managed under contract by the Regents of The University of California ("University"). The U.S. Government and the University have reserved rights in that technology, including the following: (a) the U.S. Government has a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced throughout the world, for or on behalf of the United States, inventions covered by the University's Patent Rights, and has other rights under 35 U.S.C. § 200-212 and applicable implementing regulations and under the U.S. Department of Energy ("DOE") Assignment and Confirmatory License through which the DOE's rights in the technology were assigned to the University; (b) under 35 U.S.C. § 203, the DOE has the right to require LizardTech to grant a non-exclusive, partially exclusive or exclusive license under U.S. Patent No. 5,710,835 in any field of use to a responsible applicant(s) upon terms reasonable under the circumstances, if LizardTech does not adequately attempt to commercialize the MrSID technology. See, 37 CFR 401.6; (c) the University makes no warranty or representation as to the validity or scope of Patent No. 5,710,835, and neither the Government nor the University have any obligation to furnish any know-how, technical assistance, or technical data in connection with MrSID software. For further information about these provisions, contact LizardTech, 1008 Western Ave., Suite 200, Seattle, WA 98104.