# **ACADEMIC SUPPORT ORDER FORM**



# **Caliper Corporation**

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Mailing Address:	Billing Address	<b>5:</b>	
Name:	Name:		
Institution:	Institution:		
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:
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One year of support per copy of Academic TransCAD  One year of support per Lab Pack		Subtotal	Totan
One year of support per copy of Academic TransCAD			- Ctan
One year of support per copy of Academic TransCAD  One year of support per Lab Pack  * If your current support contract has expired, a surcharge will be assessed to cover support reinstatement. Contact Caliper for more information.  ** For AK, AZ, CA, CO, DC, FL, HI, IL, IN, KY, ME, MD, MA, MI, MO, NC, NY,		Subtotal	
One year of support per copy of Academic TransCAD  One year of support per Lab Pack  * If your current support contract has expired, a surcharge will be assessed to cover support reinstatement. Contact Caliper for more information.		Subtotal Surcharge*	
One year of support per copy of Academic TransCAD  One year of support per Lab Pack  * If your current support contract has expired, a surcharge will be assessed to cover support reinstatement. Contact Caliper for more information.  ** For AK, AZ, CA, CO, DC, FL, HI, IL, IN, KY, ME, MD, MA, MI, MO, NC, NY,		Subtotal Surcharge* Tax**	
One year of support per copy of Academic TransCAD  One year of support per Lab Pack  * If your current support contract has expired, a surcharge will be assessed to cover support reinstatement. Contact Caliper for more information.  ** For AK, AZ, CA, CO, DC, FL, HI, IL, IN, KY, ME, MD, MA, MI, MO, NC, NY,	Call  Method of Pay  Check Enclosed	Subtotal Surcharge* Tax**	
One year of support per copy of Academic TransCAD  One year of support per Lab Pack  * If your current support contract has expired, a surcharge will be assessed to cover support reinstatement. Contact Caliper for more information.  ** For AK, AZ, CA, CO, DC, FL, HI, IL, IN, KY, ME, MD, MA, MI, MO, NC, NY,	Method of Pay  Check Enclosed (Mail this form with your che	Subtotal Surcharge* Tax** TOTAL	Corporation)
One year of support per Lab Pack  * If your current support contract has expired, a surcharge will be assessed to cover support reinstatement. Contact Caliper for more information.  ** For AK, AZ, CA, CO, DC, FL, HI, IL, IN, KY, ME, MD, MA, MI, MO, NC, NY, PA, TX, and VA, please add applicable local tax.	Method of Pay  Check Enclosed (Mail this form with your che	Subtotal Surcharge* Tax** TOTAL ment+  ck payable in U.S. dollars to Caliper Contacts and Contac	Corporation)
One year of support per Lab Pack  * If your current support contract has expired, a surcharge will be assessed to cover support reinstatement. Contact Caliper for more information.  ** For AK, AZ, CA, CO, DC, FL, HI, IL, IN, KY, ME, MD, MA, MI, MO, NC, NY, PA, TX, and VA, please add applicable local tax.	Call  Method of Pay  Check Enclosed (Mail this form with your che	Subtotal Surcharge* Tax** TOTAL  ment:  ck payable in U.S. dollars to Caliper Of Control	Corporation)

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#### 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 thirty (30) years if renewed annually, or one (1) year if this is an annual license, or three (3) years in the case of an Academic License, from such date.
- 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 copies of any portion of the Product in its possession. (ii) 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.

  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 icensee'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.
- 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.
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