



# Caliper Data

For Maptitude, TransCAD, & TransModeler

## Three Easy Ways to Order:



**Call: 617-527-4700**

**Fax: 617-527-5113** (Credit card orders only)

**Mail:** Return this completed form to: **Caliper Corporation**,  
1172 Beacon St., Suite 300, Newton MA 02461-9926, USA

Ship to:		Bill to: (if different from Ship to)	
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:	Fax:	Phone:	Fax:
E-Mail:		E-Mail:	

## Method of Payment:

☐ Check Enclosed (Mail this form with your check payable in U.S. dollars to Caliper Corporation)

Bill My: ☐ ☐ ☐

Credit card orders: Provide card number, expiration date, name, and signature in the spaces provided to the right.

Credit Card Number	Expiration Date
Cardholder's Name	
Cardholder's Signature	

## Your Current Caliper Product and Version:

<input type="checkbox"/> Maptitude	<input type="checkbox"/> TransCAD	Your Serial Number(s): _____
<input type="checkbox"/> Maptitude for Precinct & Election Management	<input type="checkbox"/> TransModeler	
<input type="checkbox"/> Maptitude for Redistricting	<input type="checkbox"/> Other _____	
<input type="checkbox"/> Political Maptitude	Your Current Version Number: _____	

## Please Send Me...

Nationwide except where noted    ①=Includes SF 1 Profile Data    ③=Includes SF 3 Profile Data    ⑥=Includes Elected Officials

Quantity	CENSUS GEOGRAPHIC DATA:	Quantity	REDISTRICTING DATA:
	US Census Blocks DVD ① ..... \$795		Redistricting Data CD with Adjusted 2000 Census Data (Single State) .... \$495
	US Census Block Groups CD ①③ ..... \$195		TIGER 2000 Redistricting Data CD (Single State) ..... \$495
	US County Subdivisions (MCD/CCD) CD ①③ ..... \$195		2000 US Census Blocks with Redistricting Data CD (Single State) ..... \$495
	State Data CD Version 2 (Single State) ①③ ..... \$195	Quantity	OTHER DATA:
Quantity	CENSUS DEMOGRAPHIC DATA:		Designated Market Areas CD ..... \$495
	Census 2000 SF 1 Data CD (Single State) ..... \$195		Transportation Data CD ..... \$195
	Census 2000 SF 3 Data CD (Single State) ..... \$195		FEMA Q3 Flood Data CD ..... \$195
	Census 2000 Nationwide SF 3 DVD 1 (for standard layers) ..... \$995		Low and Moderate Income Areas CD ..... \$495
	Census 2000 Nationwide SF 3 DVD 2 (for supplemental layers) ..... \$995		Empowerment Zones and Enterprise Communities CD (2002) ..... \$195
Quantity	POLITICAL DATA:		Other: _____
	Congressional Districts CD ①⑥ ..... \$295		Other: _____
	State Legislative Districts CD ①⑥ ..... \$2,995		Other: _____
	State Legislative Districts CD ①⑥ (Single State) ..... \$495		Other: _____

Indicate state(s) needed for any single state CDs ordered:

For more information on any of these files visit [www.caliper.com/DataCDs](http://www.caliper.com/DataCDs)

### Shipping and Handling:

- ☐ Ground ..... \$10  
☐ Domestic Two Day ..... \$20  
☐ Domestic Overnight ..... \$30  
☐ Overseas Express ..... Actual shipping charges will be added to your invoice

\*\* For CA, DC, FL, HI, IN, MD,  
MA, NY, TX, & VA, please  
add applicable local tax.

Subtotal	
Tax*	
Shipping	
TOTAL	

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.

# Maptitude License Agreement

Caliper Corporation ("Caliper") provides its proprietary products to its customers on the terms and conditions herein. **PLEASE REVIEW THE FOLLOWING AGREEMENT BEFORE ORDERING PRODUCTS FROM CALIPER.** By ordering a product, you ("Licensee") indicate your acceptance of the terms of this License Agreement.

Licensee and Caliper agree as follows:

## 1. Definitions. As used in this Agreement:

- A. **"Software"** means the MAPTITUDE software, in executable code form, as delivered to Licensee, and includes any upgrades and additional modules provided by Caliper.
- B. **"Data"** means any data, maps, images, video, audio, animations, or graphics provided by Caliper for use with the Software, and includes any updates to such data.
- C. **"Documentation"** means any materials and documentation provided by Caliper to describe the operation of the Software.
- D. **"Product"** means the Software and related Data, Documentation, and the hardware device, if any, utilized for copy protection provided to Licensee by Caliper.
- E. **"Designated Computer"** means a computer or terminal on which the Product has been installed [and which has been registered with Caliper according to Caliper's standard registration procedure.] under Licensee's control. Licensee may change its Designated Computer at any time, provided Licensee first uninstalls the product and complies with Caliper's standard registration procedures. If networks of computers or intelligent and nonintelligent terminals are used, each such computer or terminal is considered to be a Designated Computer.

## 2. Grant of License.

- A. Subject to the terms and conditions of this Agreement, Caliper hereby grants to Licensee a limited, non-exclusive, non-transferable right to use the Product during the term of this Agreement on the number of Designated Computers set forth on the face of this order form. Without limitation, Licensee will not: use or permit the access to or use of (including by timesharing or network use) the Product by or for the benefit of any third party; use the Product in a computer service business; make copies of the Documentation; make verbal or media translations of the Documentation; make telecommunications data transmissions of the Product; use the Product over the internet without a license for such use; use long-haul gateways on any central processing unit on which the Product is used; use Caliper's confidential information and trade secrets contained in the Product to aid in the development of software or products that are competitive with the Software; 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. Licensee agrees that 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.
  - B. Caliper grants Licensee a non-exclusive, non-transferable, royalty-free right to reproduce and distribute Licensee's own software applications for use with MAPTITUDE that are created using the GISDK software and the Caliper Script Language and sample code described therein provided that Licensee (a) currently has a valid license for the MAPTITUDE software and has complied fully with its terms, (b) distributes its application only to those who are licensed to use MAPTITUDE, (c) does not use Caliper's name, logos or trademarks to market its software applications, (d) includes a proprietary notice on behalf of Caliper (specifically: "Portions copyright 2006, Caliper Corporation") on media containing such software and on the title page of its software documentation and (e) agrees to indemnify, hold harmless and defend Caliper from and against any claims or actions, including without limitation attorneys' fees, that arise or result from the use of distribution of Licensee's software application.
  - C. Caliper and its licensors reserve all rights not expressly granted to Licensee herein. Licensee acknowledges and agrees that Caliper and its licensors will continue to own all rights, title and interests in and to all portions of the Product (including the media on which the Product is supplied).
  - D. Licensee agrees not to attempt to create or permit others to attempt to create, by reverse compiling or unassembling or otherwise, any part of the source programs or source code or file formats from the executable code version of the Software or from other information provided by Caliper.
3. **License Fee.** In consideration of the license granted to Licensee under Section 2 to the Product identified on the face of this order form, 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 without notice and Licensee must return the Product, including any hardware protection device, to Caliper.
4. **Proprietary Rights.** Licensee acknowledges and agrees that the Product contains confidential and proprietary information of Caliper. Licensee agrees to keep all such information strictly confidential, not to disclose any of such information to any third party, and not to use such information except as expressly permitted by this Agreement. Neither Licensee nor any third party now or subsequently affiliated with Licensee will distribute or provide access to the Product or any part thereof, to any person or other entity without Caliper's prior written consent; provided, however, that Licensee may provide access to the Product to employees of Licensee (and, in the case of Academic Licensees, enrolled students) to the extent necessary to utilize the Product in conformity with the terms of this Agreement. Licensee agrees to keep the Product secured in a way which prevents unauthorized disclosure or dissemination. Licensee further agrees to notify Caliper promptly upon learning of any unauthorized disclosure, dissemination or use of the Product. Licensee agrees that the injury that would result to Caliper from violation of this Agreement would be irreparable.
5. **Proprietary Data.** Licensee agrees that the Data may be used only with the Software. Licensee acknowledges that the Data may be subject to other agreements between Licensee and Caliper or third parties restricting the use of the Data.
6. **Copy Restrictions.** Licensee agrees that the Product is protected by copyright. Unauthorized copying of the Product and modifying, merging or including any part of the Product with any other software or product are expressly forbidden. Licensee will be held legally responsible for any copyright infringement. Subject to these restrictions, Licensee may install one (1) copy of the Software and the Data on a hard disk for each copy licensed, and may make one (1) copy of the Software and the Data for each copy licensed, solely for backup purposes. Licensee must reproduce and include all proprietary notices on each backup copy.

7. **Warranties.** Licensee acknowledges that there are errors and gaps in the Data and that Caliper does not warrant that the Product will meet Licensee's needs or is suitable or sufficiently accurate to be fit for any particular purpose or use. Licensee acknowledges that (a) the operation of the Software may not be uninterrupted or error-free; and (b) the functions of the Product may not meet Licensee's requirements. Caliper warrants that the Software will function for a period of 60 days from date of delivery substantially in accordance with the Documentation. Except for this limited warranty, Caliper has no obligation to provide support services to Licensee with respect to the Product unless a support agreement is in effect. CALIPER DISCLAIMS ANY AND ALL OTHER WARRANTIES AS TO THE PRODUCT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.
8. **Limitation of Liability.** The liability of Caliper to Licensee, regardless of the form of action or theory of liability, whether under contract or tort (including negligence), and whether under this Agreement or any other agreement, with respect to the Product or any services provided by Caliper in connection therewith, will not exceed the sum of all amounts paid by Licensee to Caliper pursuant to this Agreement. IN NO EVENT WILL CALIPER BE LIABLE TO LICENSEE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY NATURE. In furtherance and not in limitation of the foregoing, Caliper will not be liable for any costs incurred by Licensee due to (a) loss of profits or revenues, (b) loss of use of the Product, (c) loss of data, (d) costs of substitute software, and (e) claims by parties other than the Licensee for similar costs. Caliper will have no liability for any claim of copyright or patent infringement based upon the use of other than a current, unaltered release of the Product or based upon any modification or combination or use of the Product with databases or other software or products not provided by Caliper. Licensee will bring no action or claim, regardless of form, arising out of this Agreement more than one year after the action or claim has arisen.
9. **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 which 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 paid by Licensee and received by Caliper in respect of the Product.
10. **Term and Termination.** This Agreement will take effect upon acceptance by Caliper and will continue in effect for a period of ninety-nine years from such date. Upon expiration of this Agreement, Licensee will return the Product and any hardware protection device to Caliper and destroy any other copies of any portion of the Product in its possession upon the expiration of such term. In the event that Licensee fails to comply with any of the provisions of this Agreement, this Agreement will automatically terminate without notice. Upon such termination, Licensee will have no further right to possess or use the Product and Licensee will promptly return to Caliper the Product, including any hardware protection device, provided to Licensee pursuant to this Agreement and destroy any other copies of the Product in its possession. 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 Sections 2(C), 2(D), 2(E), 4, 5, 7, 8, 9 and 10.
11. **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 Software in violation of such Regulations. Licensee will not export the Product or any portion thereof, either directly or indirectly, to Country Group Q, S, W, Y, or Z (each as defined in the Export Regulations of the United States Department of Commerce).
12. **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. 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 or 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.
13. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Product is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in Federal Acquisition Regulation (FAR) clause 52.227-19, COMMERCIAL COMPUTER SOFTWARE — RESTRICTED RIGHTS (JUN 1987).
14. Portions of this software incorporating MrSID functionality are provided under license from LizardTech, Inc. The MrSID software is protected by United States Copyright Law 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 the 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.