



3815 Plaza Drive
 Ann Arbor, Michigan 48108
 734.995.0200 Fax 734.995-0599
 www.ms2soft.com

TRANSPORTATION DATA MANAGEMENT SYSTEM ORDER FORM (MAY 8, 2013)

Organization:	Lake County Division of Transportation
Contact Person:	Jonathan Nelson, P.E.
Address:	600 W Winchester Road Libertyville, Illinois 60048
Phone:	847.377.7400
Fax:	847.984.5606
Email:	JPNelson@lakecountyil.gov

MODULE	QUANTITY	UNIT PRICE	AMOUNT
TCLS Annual Support (September 1, 2013 – August 31, 2014)	1	\$ 7,350	\$ 7,350
TCLS Annual Support (September 1, 2014 – August 31, 2015)	1	\$ 7,710	\$ 7,710
TCLS Annual Support (September 1, 2015 – August 31, 2016)	1	\$8,090	\$8,090
TOTAL AMOUNT			\$23,150

METHOD OF PAYMENT	
<input type="checkbox"/> Check Enclosed (payable to Midwestern Software Solutions) Bill My <input type="checkbox"/> VISA <input type="checkbox"/> MasterCard (fax to 734-995-0599)	Credit Card Number Expiration Date
	Cardholder's Name
	Cardholder's Signature
<input type="checkbox"/> Purchase Order Enclosed	

NOTE: Orders are subject to acceptance of MS2 and prices are subject to change. Additional services related to historic data conversion or tailoring TMS to meet specific needs can be provided on a fee to be agreed upon prior to furnishing those services. BY ORDERING THE SOFTWARE AND SERVICES, LICENSEE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT

Transportation Data Management System Software License Agreement

Midwestern Software Solutions (MS2) provides its Software and services to its customers based upon the terms and conditions herein. By ordering the Software and services, you (Licensee) indicate your acceptance of the terms of this License Agreement:

1. DEFINITIONS

(a) "Software" means the Transportation Data Management System (TMS) Software and includes any upgrades and additional modules provided by MS2.

(b) "Documentation" means any materials and documentation provided by MS2 to describe the features and operation of the Software.

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(a) Limited Liability of MS2. MS2's liability in connection with the Software, any services, any license granted under this Agreement, or any other matter relating to this Agreement will not exceed the fee that licensee actually paid to MS2 for the Software or services giving rise to the liability.

(b) Exclusion of Damages. Regardless of whether any remedy set forth in this Agreement fails its essential purpose or otherwise, in no event will MS2 be liable to licensee for any special, incidental, or consequential damages—including, but not limited to, loss of data, loss of revenue or profits, failure to realize savings, personal injury, property damage, or commercial loss—whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not MS2 has been advised of the possibility of such damage.

(c) Special Exclusions. The Software is intended to be used as a supplement for normal office procedures and is not intended to be a substitute for good professional interpretation, analysis, and judgment. MS2 assumes no liability for any type of damage or injury resulting from use of the Software or from conclusions drawn on information obtained using the Software. Use of the Software and reliance on data obtained using the Software is entirely at the user's risk.

(d) Basis of the bargain. Licensee acknowledge that MS2 has set its fees and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in this Agreement, and that those limitations and disclaimers form an essential basis of the bargain between the parties.

10. TERMINATION.

(a) Termination. This Agreement will take effect upon acceptance by MS2 and will continue in effect as long as the annual support fee is paid. Either party has the right to terminate this Agreement. To terminate this Agreement, the party seeking termination must give the other party written notice thirty (30) days before the termination. In the event that Licensee fails to comply with any of the provisions of this Agreement, this Agreement will automatically terminate without notice.

(b) Effect of Termination. Upon termination of this Agreement for any reason, Licensee will discontinue further use of the Software, will promptly return to MS2 or, at MS2' request, will destroy all copies of the Software, and will certify to MS2 in writing that Licensee has done so. MS2 will provide the Licensee with a copy of the Licensee's data stored in the Software at the time of termination.

(c) Survival Of Obligations. The provisions of Sections 5 and 9 shall survive termination of this Agreement.

(d) Termination Is Without Prejudice. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. RENTAL. Licensee may not rent, lease, or lend the Software or any portion thereof.

12. ASSIGNMENT. Neither party shall without advanced written notice assign or otherwise transfer any of its rights or obligations under this Agreement and the Software may not be transferred to or used by any other person or entity for any reason whatsoever.

13. SEVERANCE CLAUSE. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

14. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter, including any prior or subsequent purchase order terms that are contrary or inconsistent with the terms and conditions of this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

15. GOVERNING LAW. This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.