

TopAct® Software License Terms and Conditions

1. **LICENSES BEING PURCHASED** - TopAct® licenses and/or services being purchased by Licensee:

- **1 Evaluation License seat** (includes self-paced training material; supplemental one-day or two-day on-site training classes also available for purchase if desired, see below.) **PRICE: Free (expires in 60 calendar days)**
- **Academic License seats** (must also purchase a supplemental two-day training class and the first year of maintenance services) **PRICE: n/a**
- **Commercial License seats** (a single two-day training class and the first year of maintenance services are included in the price) **PRICE: \$90,000 per seat** (discounted prices for multiple seats and facility licenses are available upon request)
- **supplemental one-day on-site training classes** **PRICE: \$9,000 per class**
- **supplemental two-day on-site training classes** **PRICE: \$12,000 per class**
- **one-year maintenance fees** **PRICE: \$14,400 per year, per seat**

**Only \$67,500 for orders
paid in full before
June 30, 2012**

2. **DOWNLOADING INSTRUCTIONS** – To download your copy of TopAct®, go to:

<http://www.ridgetopgroup.com/trials/TopAct/TopAct-download.zip>

Download of the TopAct-download.zip file should begin immediately. Contact **+1 520.742.3300** if you have difficulty accessing this site.

3. **SECURITY KEY** – We will notify Commercial and Academic Licensees upon our receipt of your payment in full for the TopAct® license(s). Your user(s) of TopAct® should thereafter contact **+1 520.742.3300** to obtain a software security key to enable the installation and use of TopAct®. Evaluation Licensees will be contacted after we receive this form signed by your or an authorized representative of your enterprise.
4. **TRAINING** – Training classes are provided during our normal workweek. The two-day training classes are only provided over two consecutive calendar days. To schedule your training class contact **520.746.2398 or 520.746.2195**. You will be asked to provide a selection of several dates that are acceptable to your organization so a mutually acceptable date can be scheduled for this training. **WE RECOMMEND THAT YOU CALL TO SCHEDULE YOUR TRAINING CLASS AS SOON AS YOU MAKE PAYMENT FOR YOUR TopAct® LICENSE.**
5. **MAINTENANCE SERVICES /TECH SUPPORT** - Contact **+1 520.742.3300** with any questions or problems using TopAct®. Be sure to research your TopAct® user's manual first. NOTE: Evaluation Licensees are not entitled to Maintenance Services or Tech Support.
6. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE PURCHASE ORDER OR OTHER DOCUMENTATION USED TO PURCHASE A LICENSE TO USE THE TopAct® SOFTWARE, THE TERMS OF SUCH LICENSE AS CONTAINED IN THE END USER LICENSE AGREEMENT ENCLOSED IN THE TopAct® SOFTWARE SHALL SUPERSEDE AND REPLACE ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE PURCHASE ORDER OR OTHER DOCUMENTATION USED TO PURCHASE SUCH LICENSE.** A copy of the End User License Agreement terms and conditions will be provided to the licensee upon request.

EVALUATOR OR PURCHASER'S AUTHORIZED REPRESENTATIVE MUST SIGN BELOW INDICATING AGREEMENT TO THESE TERMS AND CONDITIONS.

_____ (INSERT SIGNATURE, PRINTED NAME AND DATE)