



Laszlo Incident Order Form

How to Order: Please complete this Order Form (including payment information) and submit to Laszlo via fax to 650.651.1666.

CONTACT INFORMATION			
Contact Name:		Company Name:	
Address:			
City:	State/Province:	Zip/Postal:	Country:
Phone:	Fax:	Email:	

BILLING INFORMATION			
<input type="checkbox"/> Same as above			
Contact Name:		Company Name:	
Address:			
City:	State/Province:	Zip/Postal:	Country:
Phone:	Fax:	Email:	

DEVELOPER INCIDENT PACKAGES			
Description	Unit Price	Quantity	Total Fees
<input type="checkbox"/> OpenLaszlo / Webtop Developer Technical Support – 1 incident pack	\$495/yr		\$
<input type="checkbox"/> OpenLaszlo / Webtop Developer Technical Support – 5 incident pack	\$1,995/yr		\$
<input type="checkbox"/> OpenLaszlo / Webtop Developer Technical Support – 20 incident pack	\$7,495/yr		\$
<input type="checkbox"/> Additional fees (if applicable)			\$

PAYMENT INFORMATION			
Total Order Amount: \$		Promo Code:	
<input type="checkbox"/> Credit Card (check one):			
<input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> American Express			
Name on card:			
Card #		Expiration Date (MM/YY):	
Card Verification (CVV2/CVC2/CID) #		Signature:	
Billing Address: <input type="checkbox"/> Same as billing information above			
Company Name:		Contact Name:	
Address:			
City:	State/Province:	Zip/Postal:	Country:
<input type="checkbox"/> Purchase Order: Requires advance authorization from Laszlo by calling 650.358-2759			PO#:
<input type="checkbox"/> Checks: Make check payable to Laszlo Systems, Inc. Attn: OpenLaszlo Support, 2600 Campus Drive, San Mateo, CA 94403			
<input type="checkbox"/> Wire Transfer: Contact Laszlo at 650.358-2759 for routing information.			

FOR INTERNAL USE ONLY:	
Caption	Activation Date
Approval	WL
Date	

This Order Form contains the complete and exclusive understanding and agreement between Laszlo Systems, Inc. ("Laszlo") and the customer identified above ("Customer" or "You") and supersedes all previous understandings and agreements, whether written or oral, with respect to the subject matter hereof.

1) Descriptions

Incident Subscription: Laszlo will respond via email to specific incidents that are related to the use of OpenLaszlo and Webtop. Laszlo will respond to support incidents within one (1) business day of Customer's initial response. A single incident is a technical question that cannot be divided into a set of sub-questions. Laszlo support consultants are responsible for determining what characterizes a single support incident.

2) Scope and Limitations.

- a. "Services" shall mean the services provided by Laszlo and paid for by Customer as indicated and described above.
- b. In providing Services to Customer, Laszlo will be using Laszlo's commercial software as well as other Laszlo development and technology that will be modified for Customer's particular needs. For the avoidance of doubt, nothing herein shall be deemed to transfer any ownership interest of Laszlo to Customer in any underlying tools, methods, know-how, ideas, proprietary information, or inventions used by Laszlo in performing the Services.
- c. All Services requests must be made in accordance with the procedures specified at <http://www.laszlo.com/go/supportdetails>.
- d. All Services shall be provided during Laszlo's regular operating hours (8 am to 5 pm Pacific Time, Monday through Friday, excluding Laszlo company holidays.)
- e. In cases where Services are delivered at the Customer site, additional fees may be charged for travel time and all travel and related expenses. If Customer cancels a scheduled onsite meeting, Customer may still be required to reimburse any nonrefundable expenses such as airfare or hotels.
- f. All Services are provided only for the current version of OpenLaszlo (as of the Effective Date of this Order Form).
- g. Unless otherwise noted in this Order Form, Support Incidents expire twelve (12) months from the Effective Date of this Order Form.

3) Payment. Payment is due immediately upon the execution of this Order Form. Laszlo reserves the right to suspend the delivery of Services until payment has been received. Paid fees are nonrefundable.

4) Support Contacts. Specify up to three contacts. Please list primary contact, if there is one, first.

Name	Telephone or Pager	Email

5) Disclaimer. LASZLO DOES NOT WARRANT THE RESULTS OF ANY SERVICES AND DOES NOT GUARANTEE THAT ANY PARTICULAR OUTCOME MAY BE ACHIEVED. LASZLO EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NONINFRINGEMENT WITH RESPECT TO THE SERVICES AND ANY WORK PRODUCT THAT MAY RESULT.

6) Limited Liability. IN NO EVENT SHALL LASZLO BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR INDIRECT DAMAGES RELATED TO THE PROVISION OF THE DEVELOPMENT ASSISTANCE AND ANY WORK PRODUCT THAT MAY RESULT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR DAMAGES ARISING FROM LOSS OF USE, LOSS OF CONTENT, OR LOSS OF DATA, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES MAY BE BASED, EVEN IF LASZLO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. LASZLO'S AGGREGATE LIABILITY UNDER THIS ORDER FORM WILL BE LIMITED TO THE FEES PAID BY CUSTOMER TO LASZLO UNDER THIS ORDER FORM. THE PARTIES AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE AGREEMENT AND THAT IN ITS ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

7) General. Laszlo's relationship with Customer during the time of performing the Services will be that of an independent contractor. Nothing in this Order Form shall be deemed to create any agency, partnership, or joint venture relationship between the parties. The provision of Services shall be governed by California law. Laszlo will not be liable for any nonperformance or delay in performance caused by any event beyond the control of Laszlo.