

**MERIDIAN ZERO DEGREES, LLC
BASIC ORDER AGREEMENT**

IMPORTANT – PLEASE READ THE TERMS AND CONDITIONS (THESE “**TERMS AND CONDITIONS**”) BELOW CAREFULLY BEFORE PURCHASING HARDWARE, SOFTWARE OR SERVICES FROM MERIDIAN ZERO DEGREES. THESE TERMS AND CONDITIONS, TOGETHER WITH MERIDIAN ZERO DEGREES’ THEN- CURRENT ORDER FORM (THE “**ORDER FORM**”), STATEMENT OF WORK (“**SOW**”), ADDENDUM (“**ADDENDUM**”) OR APPENDIX (“**APPENDIX**”) REFERENCING THE “BASIC ORDER AGREEMENT”, ARE THE MERIDIAN ZERO DEGREES BASIC ORDER AGREEMENT (THE “**AGREEMENT**”). THE AGREEMENT IS A LEGAL CONTRACT BETWEEN MERIDIAN ZERO DEGREES, LLC (“**MERIDIAN**”) AND THE PARTY EXECUTING THE ORDER FORM (“**CLIENT**”). BY SIGNING AN ORDER FORM, CLIENT SIGNIFIES ITS ASSENT TO AND ACCEPTANCE OF THE AGREEMENT AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THE AGREEMENT. THE EFFECTIVE DATE OF THIS AGREEMENT (“**EFFECTIVE DATE**”) IS THE DATE SPECIFIED IN THE ORDER FORM AS THE EFFECTIVE DATE, AND IF NO DATE IS SPECIFIED, THEN IT SHALL BE THE DATE CLIENT SIGNS THE ORDER FORM.

TERMS AND CONDITIONS

1. DEFINITIONS

“**Development Services**” shall mean design and development services involving the customization of Software or Hardware.

“**Hardware**” shall mean hardware ordered by Client under an Order Form.

“**Hosted Services**” shall mean hosting and operating Software to provide Client with access to and use of such Software over the Internet, as indicated in the Order Form. Client’s use of Hosted Services shall be subject to the terms and conditions of Meridian’s Hosted Services Terms of Use in effect at the time it executed an Order Form.

“**Professional Services**” shall mean training, consulting, installation, implementation or other services identified in an Order Form, excluding Development Services, Hosted Services and Support Services.

“**Services**” shall means Development Services, Hosted Services, Professional Services and Support Services.

“**Software**” shall mean a machine executable copy of the software products and applications identified in an Order Form. Software may be licensed to Client or provided as a Hosted Service, as specified in the Order Form.

“**Support Services**” shall mean helpdesk and error or defect repair services provided by Meridian under a support plan identified in the Order Form (“**Support Plan**”).

“**Updates**” shall mean modifications, made by Meridian to the Software that Meridian generally makes available at no additional charge to its customers who are subscribing to support services and who are current in payment of support services. Updates may be used in accordance with the terms relating to Software hereunder.

2. SCOPE OF AGREEMENT

2.1. Framework.

This Agreement establishes a framework that will enable Meridian to provide Hardware, Software and Services to Client. The parties agree that the terms of this Agreement will govern all purchases and use by Client of Hardware, Software and Services under an Order Form unless otherwise agreed to by the parties in writing. Client may purchase Hardware, Software and Services by submitting an order using Meridian’s then-current Order Form. Upon Meridian’s written acceptance of an Order Form, Meridian agrees to sell the Hardware, Software and Services set forth in such Order Form to Client pursuant to the terms and conditions of this Agreement. Services may be further described in an SOW attached to the Order Form under which the Services are ordered. Client acknowledges that Meridian’s performance of

Services described in an SOW shall be subject to Client's performance of tasks assigned to it thereunder, and Client agrees to perform such tasks.

2.2. Business Partners.

Meridian has or may have entered into agreements with other organizations (“**Business Partners**”) to promote, market and support certain Hardware, Software and Services. When Client purchases Hardware, Software or Services through a Business Partner, Meridian confirms that it is responsible for providing the Hardware, Software and Services to Client under the terms of this Agreement. Meridian is not responsible for (a) the actions or omissions of Business Partners, (b) any additional obligations Business Partners have to Client, or (c) any hardware, software or services that Business Partners supply to Client under any separate agreements between a Business Partner and Client.

3. **INVOICING AND PAYMENT**

3.1. Fees and Expenses.

Client agrees to pay the fees for the Hardware, Software and Services (the “**Fees**”) identified in an Order Form. Client will reimburse Meridian for all reasonable costs incurred (including attorney's fees) in collecting past due amounts. Fees are stated in United States Dollars, must be paid in United States Dollars, and, unless otherwise specified in writing, do not include out-of-pocket expenses or shipping costs. Client will reimburse Meridian for all reasonable expenses Meridian incurs in connection with the performance of Services.

3.2. Payment Terms.

The Client's order is non-cancelable and, upon payment, all payments are non-refundable. Unless otherwise set forth in the Order Form or Addendum, fifty-percent (50%) of fees are due upon acceptance of an Order Form by Meridian and the balance is due upon shipment of the Hardware or Software or commencement of Services. If Client is paying by credit card, Client (a) must notify Meridian of its intention to pay by this method, (b) agrees to pay via PayPal using electronic linked invoice provided by Meridian accounting department, (c) agrees to pay a convenience fee of 4% for domestic orders and 6% for international (including Canada) orders for each transaction paid via this method. Overdue payments shall bear interest at lesser of twelve percent (12%) per annum or the maximum rate allowed under applicable law.

3.3. Taxes.

All Fees are exclusive of taxes. Client will pay Meridian an amount equal to any Taxes arising from or relating to this Agreement or an applicable Order Form which are paid by or are payable by Meridian. “**Taxes**” means any form of sales, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on the net income of Meridian. If Client is required to withhold or deduct any portion of the payments due to Meridian, Client will increase the sum payable to Meridian by the amount necessary so that Meridian receives an amount equal to the sum it would have received had Client made no withholdings or deductions.

4. **SHIPPING**

Unless otherwise specified in the Order Form, delivery of Hardware will be Ex Works (Incoterms 2000), and Client assumes all responsibility for risk of loss, or damage to, Hardware furnished hereunder upon delivery of the Hardware to the common carrier. Delay in delivery by Meridian for any shipment shall not relieve Client of its obligation to accept remaining installment deliveries. Client must make claims for shortages or other errors in delivery in writing to Meridian within thirty (30) days after Client's receipt of shipment and failure to give such written notice shall constitute unqualified acceptance and a waiver of all such claims. Meridian shall not be responsible for reasonable or excusable delays, and Client shall not refuse to accept delivery because of any such delays. “Excusable delays” include, without limitation, delays resulting from accidents or acts of terrorism, acts of God, strikes, fires, floods freight embargoes or transportation delays; shortages of labor, inability to secure fuel, goods, supplies or power at current prices or on account of shortages thereof, any existing or future laws, acts, regulations, orders or decrees of any government body or agency affecting the conduct of Meridian's business and with which Meridian in its judgment and discretion deems it advisable to comply. “Reasonable

delays” include, without limitation, delays to which Client, when notified, makes no objection. In the event of such delays, the date of delivery shall be extended for a period equal to the time lost by reason of such delays.

5. OBLIGATIONS OF THE PARTIES

5.1. On-Site Obligations.

If Meridian personnel are working on Client's premises (a) Client will provide a safe and secure working environment for Meridian personnel, and (b) Meridian will comply with all reasonable workplace safety and security standards and policies, applicable to Client's employees, of which Meridian is notified in writing by Client in advance.

5.2. Delays.

In the event that (a) Client fails to timely fulfill its obligations under an Order Form or SOW, and this failure adversely impacts Meridian's performance of its obligations under such Order Form, or (b) events outside of either party's reasonable control cause a delay in or otherwise affect Meridian's ability to perform its obligations under an Order Form, Meridian will be entitled to appropriate relief, including adjusting the timing of its performance obligations.

5.3. Assistance.

Client shall provide Meridian access to Client information, systems, and software (“**Client Information**”), and resources such as workspace, network access, and telephone connections as reasonably required by Meridian in order to provide perform its obligations under an Order Form. Client understands and agrees that (a) the completeness, accuracy of, and extent of access to, any Client Information provided to Meridian may affect Meridian's ability to perform its obligations under an Order Form, and (b) if reasonable access to Client Information is not provided, Meridian will be relieved from performing any of its obligations under an Order Form that are dependent upon such access. Client will obtain any third-party consents necessary to grant Meridian access to the Client Information that is subject to the proprietary rights of, or controlled by, any third party, or which is subject to any other form of restriction upon disclosure.

5.4. Client Systems. Except as otherwise expressly provided in an Order Form, Client shall be responsible for procuring, installing and maintaining the hardware and software needed to use the Hardware, Software or Services purchased from Meridian.

6. LICENSE AND OWNERSHIP

6.1. Software.

Each type of Software is governed by a license agreement (“**EULA**”), which license terms are contained or referenced in appendices to this Agreement or the applicable Order Form. Client's use of such Software is expressly conditioned upon Client's agreement to the EULA. Client acknowledges that the Software may include software licensed by Meridian from Meridian's licensors. Meridian licensors may be direct and intended third party beneficiaries of this Agreement and may be entitled to enforce it directly against Client to the extent (i) this Agreement relates to the licensing of Meridian licensors' software products, and (ii) Meridian fails to enforce the terms of this Agreement on Meridian licensor's behalf.

6.2. Client Property.

Client shall own any and all Client Information, content, software, and other materials supplied by it to Meridian in connection with this Agreement (the “**Client Property**”). Client hereby grants to Meridian a worldwide, non-exclusive, fully paid-up license to use, copy, modify, enhance, and create derivative works of and otherwise use the Client Property in any manner reasonably necessary to perform Services. Client represents and warrants that it has all rights necessary to grant Meridian the foregoing license.

6.3. Meridian Property.

Any software, hardware designs, technology, artwork, logos, graphics, video, text, data and other materials, ideas and inventions developed or utilized by Meridian in the performance of this Agreement (excluding Client Content) shall be the sole and exclusive property of Meridian (the “**Meridian Property**”). All rights in and related to the Meridian Property, including, without limitation, copyrights, trademarks, trade secrets, patents (including, without limitation, the right to obtain and to own all worldwide intellectual property rights embodied therein), are hereby exclusively reserved by Meridian. Client shall not copy, modify, distribute or create derivative works of the Meridian Property. In addition, Client agrees that it will not use, modify, create derivative works of, distribute or otherwise make available to any third party any Meridian Design (i) generated pursuant to an Order Form, (ii) disclosed to Client by Meridian, its partners, contractors, representatives or agents or (iii) to which Client is provided access. “Meridian Design” means hardware designs or proposed hardware designs and any designs similar to such designs or proposed designs.

6.4. Marks.

Unless expressly stated in an Order Form, no right or license, express or implied, is granted in this Agreement for the use of any Meridian or third party trade names, service marks or trademarks, including, without limitation, the distribution of the Software utilizing any Meridian trademarks.

7. **REPORTING AND INSPECTION**

7.1. Reporting.

Client will notify Meridian (or the Business Partner from whom Client purchased Hardware, Software or Services) promptly if its use of Hardware, Software or Services utilized by Client exceeds the usage purchased by Client. In its notice, Client will include additional usage and the date(s) on which such additional usage commenced. Meridian (or the Business Partner) will invoice Client for such additional usage at its then-current rates and Client will pay for such additional usage no later than thirty (30) days from the date of the invoice.

7.2. Inspection.

During the term of this Agreement and for one (1) year thereafter, Meridian or its designated agent may inspect and audit Client's facilities and records to verify Client's compliance with this Agreement. Any such inspection will take place only during Client's normal business hours and upon no less than ten (10) days prior written notice from Meridian. Meridian will give Client written notice of any noncompliance, including the number of underreported usage of Hardware, Software or Services, and Client will have fifteen (15) days from the date of this notice to make payment to Meridian for the applicable Hardware, Software and Services provided with respect to the under-reported usage. If Client under-reports the number of usage utilized by more than five percent (5%) of the usage for which Client paid, Client will also pay Meridian for the cost of such inspection.

8. **TERM AND TERMINATION**

8.1. Term and Termination of Agreement.

Unless earlier terminated in accordance with its terms, the initial term of any Services or license of Software will be set forth in the Order Form (the “**Initial Term**”). Upon the expiration of each Initial Term, each such term will renew automatically for additional terms, if any, specified in the Order Form (“**Renewal Term**”, and together with the Initial Term, the “**Term**”), unless either a party notifies the other party, at least sixty (60) days prior to the end of the then-current Term that it has elected to terminate such Order Form, in which event such Order Form will terminate at the end of such Term. Unless earlier terminated in accordance with its terms, this Agreement will expire on the date the last Order Form then in effect expires or is terminated pursuant to the terms and conditions set forth in this Agreement.

8.2. Term and Termination of Order Form.

If Client or Meridian materially breaches the terms of this Agreement, and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement; provided, however, that no cure period will be required for a breach of Section 10 of this Agreement. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of Meridian, in the event either party terminates an Order Form, Client will pay Meridian (or the Business Partner from whom Client purchased such Hardware, Software or Services) for all Hardware, Software, or Services provided up to the effective date of termination. Termination will not relieve Client of any payment obligation that arose prior to termination.

8.3. Survival.

If this Agreement or an Order Form is terminated for any reason, Sections 3, 6.2, 6.3, 7.2, 8, 9, 10, 11.2, 12, 13 and 14 of this Agreement (as the same are incorporated into each Order Form) will survive such termination.

9. **LIMITATION OF LIABILITY AND DISCLAIMER OF DAMAGES**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MERIDIAN OR ITS AFFILIATES BE LIABLE TO CLIENT, ITS AFFILIATES OR ANY THIRD PARTY FOR: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF MERIDIAN OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR ALL EVENTS AND CIRCUMSTANCES, MERIDIAN'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL PURCHASE ORDERS, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS RECEIVED BY MERIDIAN FROM CLIENT DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

10. **CONFIDENTIALITY**

10.1. **Obligations**

During the term of this Agreement, both parties agree that (i) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (ii) each will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (iii) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Both parties agree that obligations of confidentiality will exist for a period of five (5) years following initial disclosure of the particular Confidential Information. Notwithstanding the foregoing sentence, for Confidential Information that consists of a party's Trade Secrets, the Confidentiality Period

shall be extended for as long as such Confidential Information remains a trade secret under applicable law.

“**Confidential Information**” means all information disclosed by either Meridian or Client (“**Disclosing Party**”) to the other party (“**Recipient**”) during the term of this Agreement that is either (i) marked confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) day following the oral disclosure. Notwithstanding the foregoing or anything to the contrary herein, hardware designs shall be deemed Meridian’s Confidential Information.

10.2. Exclusions.

Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient; or (vi) is software code in source code form. The Recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party advance notice of the disclosure requirement.

11. REPRESENTATION AND WARRANTIES

11.1. General Representation and Warranties.

11.1.1 Hardware. **EXCEPT FOR MERIDIAN’S PERSONNEL MANAGEMENT KIOSK,** For Hardware components manufactured by Meridian and branded with Meridian’s trademarks and service marks (“Meridian Branded Hardware”) Meridian warrants that such Hardware will be free of defects in material and workmanship for a period of three (3) years, return to depot for “indoor kiosks” and one (1) year, return to depot, for “outdoor kiosks” following the date of invoice or shipment, whichever occurs first (the “Warranty Period”). The foregoing warranty shall only apply to warranty claims that are made by Client during the Warranty Period and that Meridian can verify. Client’s sole and exclusive remedy and the entire liability of Meridian under this warranty is, at Meridian’s option, either (i) to replace the Meridian Branded Hardware or (ii) to correct the reported defect. No warranty will apply if the Meridian Branded Hardware

(a) has been altered, except by Meridian; (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Meridian; or (c) has been subjected to abnormal physical, thermal or electrical stress, misuse, negligence, or accident. With respect to non-Meridian Branded Hardware, Meridian will pass through and assign to Client any third party’s warranty which Meridian receives in connection with such non-Meridian Branded Hardware to the extent such pass through and assignment is permitted by such third party.

(b) Meridian does NOT cover cost associated with labor, only the cost of the replacement parts. In the event that client has Meridian complete repairs or installation, Meridian will provide a quote for time, material, and travel (excluding the cost of the damaged part) and will not begin work until client approves quote and payment has been made or terms have been established.

11.1.2 Personnel Management Kiosk; For the PMK (Personnel Management Kiosk), Meridian warrants that hardware to be free of defect for a period of one (1) year, return to depot, following the date of invoice or shipment, whichever occurs first (the “Warranty Period”). The foregoing warranty shall only apply to warranty claims that are made by Client during the Warranty Period and that Meridian can verify. Client’s sole and exclusive remedy and the entire liability of Meridian under this warranty is, at Meridian’s option, either (i) to replace the Meridian Branded Hardware or (ii) to correct the reported defect. No warranty will apply if the Meridian Branded Hardware has been altered, except by Meridian; (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Meridian; or (c) has been subjected to abnormal physical, thermal or electrical stress, misuse, negligence, or accident.

11.1.3 Hosted Services. Meridian warrants that Hosted Services provided under an Order Form will operate, in all material respects, in accordance with its then-current published functional specifications. In the event of any failure of the Hosted Services to perform in a material respect to such specifications, Client's sole and exclusive remedy, and the entire liability of Meridian for such failure, is for Meridian to use commercially reasonable efforts to repair the applicable Hosted Service. If Meridian is unable to repair such failure, then Client, as its sole and exclusive remedy and the entire liability of Meridian for such failure, shall be to terminate the respective Order Form and receive a pro-rata refund of Fees paid under such Order Form.

11.1.4 Software. Warranties for any Software licensed to Client shall be set forth in the applicable EULA.

11.1.5 Other Services. Meridian represents and warrants that Professional Services, Development Services and Support Services will be performed in a professional and workmanlike manner. Client's sole and exclusive remedy and the entire liability of Meridian for Meridian's failure to perform such Services in accordance with the foregoing warranty, shall be for Meridian to use commercially reasonable efforts to re-perform the applicable Service. If Meridian is unable to re-perform such Services without such failure, then Client, as its sole and exclusive remedy and the entire liability of Meridian for such failure, shall be to terminate the respective Order Form.

11.2. DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11.1, THE SERVICES, SOFTWARE AND ANY HARDWARE ARE PROVIDED BY MERIDIAN "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. MERIDIAN DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES, SOFTWARE OR HARDWARE WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE OR THAT MERIDIAN WILL CORRECT ALL SOFTWARE ERRORS. Without limiting the generality of the foregoing disclaimer, the Software, Services and any Hardware provided are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control, or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems, or (c) direct life support systems. Client agrees that it is solely responsible for the results obtained from the use of the Hardware, Software and Services.

12. GOVERNING LAW/CONSENT TO JURISDICTION

The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the United States and of the State of North Carolina without giving effect to the conflicts of law's provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in Wake County, North Carolina, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

13. CONTINUING BUSINESS

Nothing in this Agreement will preclude or limit Meridian from providing Hardware, Software, or Services for itself or other clients, irrespective of the possible similarity of such Hardware, Software, materials or Services to those that might be delivered to Client. The terms of confidentiality in Section 10 will not prohibit or restrict either party's right to develop, use or market Hardware or services similar to or competitive with the other party; provided, however, that neither party is relieved of its obligations under this Agreement.

14. PHYSIOLOGIC AND BIOMETRIC SOLUTIONS

The terms and conditions of this Section 14 apply to Hardware, Software or Services that involve the measurement and/or capture of physiologic or biometric information ("**Biological Information**"), including but not limited to body temperature and facial recognition (such Hardware, Software or Services, "**Physiologic and Biometric Solutions**"). Client understands and agrees that it is solely responsible for ensuring that its use of Physiologic and Biometric Solutions complies, and Client shall comply, with applicable law governing the privacy, security, use, collection, or disclosure of information pertaining to identified or identifiable individuals, such as, if applicable, the California Online Privacy Protection Act, the California Consumer Privacy Act, and the Illinois Biometric Information Privacy Act. Without limiting the foregoing: Client understands and agrees that it is solely responsible for obtaining, and shall obtain, any required or appropriate consents and authorizations from users of the Physiologic and Biometric Solutions ("**Users**") regarding the Users' use of the Physiologic and Biometric Solutions (including any consents or authorizations required to enable Meridian to provide the Physiologic and Biometric Solutions in compliance with applicable law); Client understands and agrees that it is solely responsible for providing, and shall provide, any required or appropriate notices, disclosures, or other information (including privacy policies or notices) ("**Privacy Notices**") to Users (including any Privacy Notices required to enable Meridian to provide the Physiologic and Biometric Solutions in compliance with applicable law).

Client understands and agrees that this Agreement does not contemplate the transmission of "protected health information" as such term is defined by 45 C.F.R. § 160.103 ("**PHI**") to Meridian (including any contractors or agents of Meridian) in connection with Physiologic and Biometric Solutions. Client shall not transmit PHI to Meridian (including any contractors or agents of Meridian) or otherwise cause Meridian (including any contractors or agents of Meridian) to access or maintain PHI in connection with Physiologic and Biometric Solutions.

Client understands and agrees that it is solely responsible for the how Client uses and interprets the Biological Information. Meridian makes no representation that body temperature or any other physiological measurement obtained by Physiologic and Biometric Solutions is determinative that a User has or does not have any illness, infection or any other physical condition.

Meridian shall have no liability related to any User's use of Physiologic and Biometric Solutions, or the privacy, security, collection, use, or disclosure of information collected from or about Users, including but not limited to liability associated with Client's failure to obtain required or appropriate consents or authorizations from Users or to provide Privacy Notices to Users. Client shall indemnify and hold harmless Meridian and its affiliates and subsidiaries, and the officers, directors, and employees of any of the foregoing, from and against any claims, losses, damages, liabilities, costs, and expenses, including reasonable attorney's fees, that may be incurred or arise related to Client's failure to meet its obligations under this Section 14 or the use or interpretation of Biological Information.

15. MISCELLANEOUS

15.1. Notices.

Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent using a method that provides for positive confirmation of delivery to the respective addresses or facsimile numbers indicated in an Order Form; provided that any notice from Client to Meridian includes a copy sent to: Meridian, Inc., Attention: Order Management, 312 South Pine Street, Aberdeen, NC 28315, USA; Facsimile: (910) 401.1942.

15.2. Assignment.

This Agreement is binding on the parties to this Agreement, and other than the rights conferred on Business Partner in Sections 7.1, nothing in this Agreement or in any Order Form grants any other person or entity any right, benefit or remedy of any nature whatsoever. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed; provided, however, either party may, upon written notice and without the prior approval of the other party, (a) assign this Agreement to an affiliate as long as the affiliate has sufficient credit to satisfy its obligations under this Agreement and the scope of Service is not affected; and (b) assign this Agreement pursuant to a merger or a sale of all or substantially all of such party's assets or stock.

15.3. Independent Contractor.

Meridian is an independent contractor and nothing in this Agreement or related to Meridian's performance of any Order Form will be construed to create an employment or agency relationship between Client (or any Client personnel) and Meridian (or any Meridian personnel). Each party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits. Meridian may subcontract Services under an Order Form to third parties or affiliates without the approval of Client; provided, however, that Meridian remains responsible to Client for performance of its obligations hereunder.

15.4. Force Majeure.

Neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.

15.5. Export.

Meridian may supply Client with technical data that is subject to export control restrictions. Meridian will not be responsible for compliance by Client with applicable export obligations or requirements for this technical data. Client agrees to comply with all applicable export control restrictions. If Client breaches this Section 15.6 or the export provisions of an applicable end user license agreement for the Software, or any provision referencing these sections, Meridian may terminate this Agreement and/or the applicable Order Form and its obligations thereunder without liability to Client.

15.6. Dispute Resolution.

Each party agrees to give the other a written description of any problem(s) that may arise and to make a good faith effort to amicably resolve any such problem before commencing any proceeding. Notwithstanding the foregoing, either party may take any action reasonably required to protect such party's rights. No claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than one (1) year after the cause of action has accrued.

15.7. Headings.

All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.

15.8. Severability.

If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.

15.9. Waiver.

The delay or failure of either party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced.

15.10. Complete Agreement.

(a) constitutes the exclusive terms and conditions with respect to the subject matter of any Order Form, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Client to place orders or otherwise effect transactions under this Agreement; and (b) represents the final, complete and exclusive statement of the agreement between the parties with respect thereto, and supersedes any prior written agreements or prior and contemporaneous oral agreements with respect to the subject matter of any Order Form. Any terms and conditions of Client's purchase order are superseded by this Agreement, even if initialed or executed by Meridian. In the event of any conflict between these Terms and Conditions, any Order Form, SOW, Addendum, Support Plan, EULA or Appendix, these Terms and Conditions will take precedence unless otherwise expressly set forth in a Master Service Agreement.

15.11. Amendment.

This Agreement shall not be amended or modified except in a writing signed by the parties, which writing makes specific reference to this Agreement or the applicable Order Form.

15.12. Counterparts and Facsimile Signature.

In the event this Agreement is executed with signatures, this Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by facsimile and such signatures will be effective to bind the parties to all the terms contained in this Agreement. . Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

15.13. United States Government End Users.

The Software and its documentation are "Commercial items," "Commercial computer software" and "Computer software documentation" as defined by the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS") and is provided to the U.S. Government only as a commercial end item. Consistent with FAR 12.211, FAR 12.212, DFARS, 227.7202-1 through 227.7202-4, and their successors, all U.S. Government end users acquires the Software and its documentation subject to the

terms of this Agreement.