

MERIDAN ZERO DEGREES, LLC

END USER LICENSE TERMS AND CONDITIONS

These End User License Terms and Conditions (the "EULA") dated _____, 20__ are incorporated into and made a part of the Meridian Self-Service Statement of Work for _____ (the "SOW") entered into pursuant to the Basic Order Agreement (the "BOA") to which you (the "Client") are a party.

1. SCOPE OF LICENSE

- 1.1. Subject to the terms and conditions of this EULA, Meridian Zero Degrees, LLC ("Meridian") hereby grants to Client a non-exclusive, non-transferable, perpetual license to use the software programs identified in an Order Form including all modifications, additions or further enhancements thereto (the "Licensed Software") solely for Client's internal business purposes.
- 1.2. For each license of the Licensed Software purchased (as set forth in the applicable Order Form), Client may install one copy of the Licensed Software on one virtual or physical computer. The Licensed Software shall only be used to operate kiosks purchased from Meridian or its authorized distributors. The Software shall not be used in connection with kiosks provided by any third party.
- 1.3. The term of this Agreement shall commence on the date of the applicable Order Form and shall continue for the period set forth therein.
- 1.4. Client shall maintain the Licensed Software solely upon the designated configuration (the "Designated Configuration") described in the written materials delivered with the Licensed Software describing its structure and process for use provided (the "Documentation").
- 1.5. Client shall not extend use of the Licensed Software, or any portion thereof, to any party other than Client as currently organized or subcontractors who access the Licensed Software solely on behalf of Client. Client shall be liable for any breach of this EULA by any of its employees or subcontractors.
- 1.6. Except as expressly permitted in this EULA, Client shall not (a) modify, copy (except for one (1) back-up or archival copies containing Meridian's copyright notices and other proprietary marks), or otherwise reproduce the Licensed Software in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Licensed Software; (c) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes, or otherwise transfer the Licensed Software or Client's right to use the Licensed Software; (d) remove any proprietary notices or labels on the Licensed Software; or (e) permit others to use the Licensed Software or conduct any of the activities in sections a-d above. All rights not expressly granted to Client are reserved by Meridian.
- 1.7. The Licensed Software may include software owned by third parties ("Third Party Software"). Without limiting the generality of the foregoing, with respect to Third Party Software that is included with the Licensed Software, Client may be subject to Third Party Software terms and conditions if such terms and conditions are provided to Client and agreed to in writing by Client. Client must agree to the applicable Third-Party Software terms and conditions prior to Meridian making such Third Party Software available to Client.

2. WARRANTY

- 2.1. Meridian warrants that for a period of ninety (90) days from the date of delivery of the Licensed Software to Client (the "Warranty Period"), that the Licensed Software, when properly installed on the Designated Configuration and used in accordance with the Documentation, will conform to the Documentation in all material respects. Meridian's entire liability and Client's exclusive remedy under this warranty shall be for Meridian to use its reasonable efforts to provide modifications to correct verifiable and reproducible programming errors contained in the unmodified version of the Licensed Software that can be recreated by Meridian at Meridian's site, which materially affect the performance of the License Software.
- 2.2. Client's remedy and Meridian's liability under this Section 2 are expressly contingent upon: (i) Client notifying Meridian in writing of the claim within the ninety (90) day Warranty Period and furnishing Meridian with adequate supporting documentation and details to substantiate the claim and to assist Meridian with the identification and detection of the cause of the problem, and (ii) the problem being capable of reproduction by Meridian at Meridian's site using unaltered Licensed Software with data and input supplied by Client that is necessary to recreate the defect. The foregoing warranty is also expressly contingent upon the following: (i) the Licensed Software has not been altered or changed in any way (other than by Meridian or by a party upon Meridian's written authorization), and (ii) the Licensed Software has been properly installed and operated.
- 2.3 TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTY FOR LICENSED SOFTWARE, MERIDIAN AND ITS SUPPLIERS MAKE AND CLIENT RECEIVES NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE; AND MERIDIAN AND ITS SUPPLIERS SPECIFICALLY DISCLAIM WITH RESPECT TO LICENSED SOFTWARE, UPDATES, AND SUPPORT ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS, OR ERRORS, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE LICENSED SOFTWARE IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR DISTRIBUTION WITH ANY EQUIPMENT THE FAILURE OF WHICH COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. CLIENT ASSUMES THE RESPONSIBILITY FOR THE SELECTION OF THE LICENSED SOFTWARE AND HARDWARE TO ACHIEVE CLIENT'S INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE LICENSED SOFTWARE.

3. TITLE; PROPRIETARY RIGHTS.

- 3.1. The Licensed Software, including any modification, translation, derivation, enhancement, or any other alteration thereof, and all intellectual property rights therein is and shall remain the exclusive property of Meridian and its licensors. This EULA shall apply to any modified, derived, enhanced, translated, or altered Licensed Software.
- 3.2. The Licensed Software, including any modification, translation, derivation, enhancement, or any other alteration thereof, and any copies thereof, shall carry Meridian's and its licensors trademarks and notices of Meridian's proprietary, trade secret and copyright rights.

4. TERM AND TERMINATION

- 4.1. Meridian may terminate this Agreement for cause immediately by written notice upon the occurrence of any of the following events: (a) if Client ceases to do business, or otherwise terminates its business operations; (b) if Client is adjudicated as bankrupt, or if a petition in bankruptcy is filed against Client and such petition is not discharged within sixty (60) days of such filing; or (c) if Client breaches any material provision of this EULA or the BOA and such breach is not cured within thirty (30) days from receipt of notice of such breach.
- 4.2. Upon termination of this EULA, regardless of the cause, all licenses granted under this EULA shall be immediately revoked.
- 4.3. Client agrees that, in the event of any termination of the EULA, Client shall, within fifteen (15) days from the date Client receives written notification of such termination, purge all copies of such Licensed Software and user documentation from all computers and storage media on which Client has maintained them, destroy all copies of such Licensed Software and user documentation provided to or made by Client under this EULA, and promptly certify in writing to Meridian that the same have been purged and destroyed.
- 4.4. Termination of this EULA shall not relieve either party of any payment or other obligation under this EULA which was to have been performed by such party prior to the termination. All provisions of this EULA which by their nature are intended to survive the termination of this EULA shall survive such termination.
- 4.5. This agreement supersedes any previous or understanding, whether written or oral, relating to the subject matter of this license.

IN WITNESS WHEREOF, the parties hereto have executed this EULA on the day and year first above written.

Meridian Zero Degrees, LLC

Client

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____