

NECTAR SERVICES CORP.
END USER LICENSE AGREEMENT

Customer understands that NACR licenses software from a third party to provide the Service. The following terms and provisions comprise the End User License Agreement (“EULA”) between NACR’s licensor and Customer, and Customer agrees to such terms and provisions.

- A. **LIMITATION OF LIABILITY.** Customer acknowledges that NACR’s licensor has no control over how a foreign administration or third party carrier establishes its rules and conditions pertaining to international telecommunications services and acknowledges that any inability or failure by NACR’s licensor to perform any of its obligations hereunder as a result of such rules and conditions shall be excused. Under no circumstances and under no legal theory, whether in contract, tort (including negligence), strict liability or any other theory whatsoever, shall NACR’s licensor be liable for any damages that Customer may suffer from or in connection with Customer’s use of, or inability to use, NACR’s equipment, or the Services. This limitation includes, but is not limited to, damages resulting from loss or theft of data; transmission delays or failures; service interruptions; unauthorized access or damage to records, software programs, or other information or property; loss of profits; loss of goodwill; cost of cover; or any other special, incidental, consequential, direct, indirect, or punitive damages, however caused. This limitation will apply even if NACR’s licensor has been advised of, or is aware of, the possibility of such damages. Because some states or other jurisdictions may not allow the exclusion of certain warranties or certain forms of liability, some or all of the exclusions set forth in this EULA may not apply. If any of such exclusions are not allowed under the laws of a particular state or other jurisdiction for any reason, then NACR’s licensor’s maximum liability for any type of damages with respect to NACR’s licensor’s network, equipment, or Services shall be limited to the amount of the monthly service charges paid by Customer to NACR for the Services hereunder, for the twelve (12)-month period prior to the occurrence of the event giving rise to such liability. Such limit shall apply to the aggregate of all claims with regard to such Services. NACR’s licensor does not and cannot control the quality of other parties’ networks to which NACR or its licensor must interconnect. Therefore, NACR’s licensor disclaims any and all liability that may arise from the performance, including failure, of other parties’ networks. In no event shall NACR’s licensor be liable for the fraudulent or illegal use of the Services by any of Customer’s officers, employees, agents, clients, or any other person using the Services through Customer.
- B. **CERTAIN RULES AND LIMITATION OF USE.** Customer agrees to comply at all times with any and all applicable local, state, and federal law, or the law of any country that may assert jurisdiction over the activity involved. Any content, material, message, or data made available or transmitted through the Service, (regardless of where it is sent, viewed, received, or retrieved) that is in violation of any applicable law or regulation is strictly prohibited. Through the implementation of its own internal use policy and procedure, Customer shall use its best efforts to safeguard the Services provided hereunder to prevent use of the Services (i) to breach a computer security system without the consent of the owner, or to gain access to a system (protected or otherwise) without the consent of its owner; (ii) to intercept or cause the interception of, or to disclose, electronic communications, including e-mails; (iii) to post or transmit data that is threatening, obscene, indecent, or defamatory; (iv) to post or transmit any data that violates export control laws; or (v) to commit fraud or any other illegal activity. Furthermore, under no circumstances will Customer take any action that could result in any harm or damage to (a) NACR’s licensor’s network; (b) any other network(s); (c) NACR’s licensor’s premises; (d) NACR’s or its licensor’s equipment or software; or (e) any other customer of either NACR or licensor. In no event shall NACR’s licensor be responsible for either the misappropriation or illegal use of the Services by Customer. Customer must, at all times, conform to NACR’s licensor’s Certain Rules and Limitations of Use (“Rules”), which are set forth above as well as the Software Use Restrictions which are set forth below. It is important that Customer review these Rules regularly to ensure that it complies with them. If, for any reason, NACR or its licensor learns of or suspects inappropriate or illegal use of NACR’s or its licensor’s facilities, network, Service, or other networks accessed through NACR’s or its licensor’s network, or any other violation of the Rules,

then Customer agrees that it will cooperate in any resulting investigation by NACR or the appropriate authorities. If any inappropriate or illegal use is found, and if Customer fails to cooperate with any investigation of such use, or if NACR's licensor, in its sole discretion, deems such action necessary to prevent imminent harm to the network or facilities of NACR's licensor or any third party or disruption to NACR's or its licensor's services, NACR's licensor may require NACR to immediately suspend or terminate the Service. Furthermore, upon written notice to Customer, NACR's licensor may modify or suspend the Service, as necessary, to comply with any law or regulation, as reasonably determined by NACR's licensor. Customer, on behalf of itself, its affiliates, successors, assigns, officers, directors, employees, and agents, agrees to indemnify, defend, and hold harmless NACR's licensor, successors, assigns, officers, directors, employees, and agents ("NACR Indemnified Parties") from and against any and all liabilities, losses, expenses and claims for personal injury or property damage arising from or relating to (i) any content used or transmitted by Customer or any users over the Services made against any of the NACR Indemnified Parties by any users taking through Customer, or (ii) Customer's or any such user's negligent acts or omissions, willful misconduct or breach of any of Customer's representations or obligations under this EULA.

- C. SOFTWARE LICENSE; SOFTWARE USE RESTRICTIONS; NO RESALE; ALL RIGHTS RESERVED.** NACR's licensor grants to Customer a non-licensable, non-exclusive, and non-transferable license to use the software as a Service provided for under this EULA. Customer shall not, in any way, re-sell, license, or allow any third party to use the Service and its software without receiving NACR's licensor's prior written consent. Except for the limited license rights granted in this Section C, NACR's licensor reserves all rights in the software and the Services, and any modifications made thereto, including all title, ownership rights, intellectual property rights, trademark rights, copyrights, and software rights ("Proprietary Rights"), and it shall have the exclusive right to protect and enforce its Proprietary Rights in its products and Services. In furtherance thereof, to the fullest extent possible under applicable law, Customer agrees that it will not (i) make any copies or duplicates of any software without the prior written consent of NACR's licensor; (ii) disassemble, reverse assemble, decompile, reverse engineer, or otherwise attempt to decipher or reconstruct any source code (or the underlying ideas, algorithms, structure, or organization) from the software; (iii) modify or create any derivative works of the software (including, without limitation, translations, transformations, adaptations, or other recast or altered version); (iv) use, copy, sell, lease, sub-lease, rent, loan, assign, convey, or otherwise transfer the software, except as expressly authorized under this EULA; (v) distribute, disclose, or allow use of the software, in any format, through any time-sharing service, service bureau, network, or by any other means, to or by any third parties; (vi) violate any obligations of the Confidentiality provisions contained below; (vii) delete, alter, add to, or fail to reproduce in and on any product, Service, or software any trademark or copyright or other notices appearing in or on any copy, media, or package materials provided by NACR's licensor directly or through NACR; or (viii) permit or encourage any third party to do any of the foregoing. In the event that Customer breaches any of the software license restrictions and limitations set forth above, NACR's licensor may provide written notice to Customer directly or through NACR that if within ten (10) business days of Customer's receipt of a reasonably detailed written request to cure said breach, Customer fails to comply and cure said breach, then NACR's licensor may terminate, effective immediately, the software license granted hereunder, and shall be entitled to exercise all available and permitted rights hereunder. Upon such termination, Customer shall immediately pay all outstanding licensing and Service fees and termination charges, and it shall cease use of the software and Services. NACR's licensor shall have the right to monitor Customer locations to confirm compliance with the foregoing and to ensure that Customer is not using the software and/or Services in excess of the quantities authorized, or at locations other than those authorized. In the event such monitoring determines that Customer is using software and/or Services in excess of the quantities authorized, NACR and/or its licensor may bill Customer, and Customer will be required to pay, applicable charges for the excess quantities (which may be billed retroactively to the time of first use as reasonably determined by NACR and/or its licensor). In the event that such monitoring determines that Customer is using software and/or Services at locations other than those authorized, NACR and/or its licensor may require Customer to immediately cease

such use or (at NACR's and/or its licensor's option) to execute a proper order for Services at such location and to pay any applicable charges arising therefrom (which may include retroactive charges to the time of first use as reasonably determined by NACR and/or its licensor).

- D. **CONFIDENTIALITY.** NACR and Customer shall maintain the confidentiality of all information or data of any nature ("Information") provided to it by the other party hereto, provided that such Information contains a conspicuous marking identifying it as "Confidential" or "Proprietary" or is inherently of a confidential nature (i.e., customer, customer pricing, or cost data) ("Confidential Information"). For purposes of this Section, this EULA shall be considered "Confidential Information". NACR and Customer shall use the same efforts (but in no case less than reasonable efforts) to protect the Information it receives hereunder as it accords to its own Information. The above requirements shall not apply to Confidential Information which is already in the possession of the receiving party through no breach of an obligation of confidentiality to the disclosing party or any third party; is already publicly available through no breach of this EULA; or has been previously independently developed and documented by the receiving party. This EULA shall not prevent any disclosure of Confidential Information pursuant to applicable law or regulation, provided that prior to making such disclosure, the receiving party shall use reasonable efforts to notify the disclosing party of this required disclosure. NACR and Customer acknowledge that its breach or threatened breach of this Section may cause the disclosing party irreparable harm, which would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the receiving party agrees that equitable relief, including temporary or permanent injunctions, is an available remedy in addition to any legal remedies to which the disclosing party may be entitled. At the request of the disclosing party at any time or from time to time, the receiving party shall, as promptly as practicable and in all cases within thirty (30) days of such request, deliver to the disclosing party all proprietary information of the disclosing party then in the receiving party's possession or under the receiving party's control or, in lieu thereof, receiving party may destroy all of receiving party's copies of such proprietary information and certify to the disclosing party in writing that such destruction has been accomplished.
- E. **NO WARRANTY.** The Service is provided on an "AS IS" basis, and Customer's use of the Service is at Customer's own risk. NACR's licensor does not make, and hereby disclaims any and all warranties of any kind, whether express or implied (including, but not limited to, any warranty of fitness for a particular purpose, merchantability, title or non-infringement, or any warranty arising from any course of dealing, usage or trade practice). Without limiting the foregoing, NACR's licensor does not warrant that the Service will be uninterrupted, error-free or completely secure.