

## LICENSE AGREEMENT

This is an agreement between MELCO GROUP INTERNATIONAL, ("MGI"), having offices at 5000 WEST ESPLANADE AVE. BOX 140, METAIRIE, LA 70006 US; and the Licensee ("you"):

## SOFTWARE

MGI has proprietary rights in the computer programs, documentation, and information described as follows: ANY AND ALL OF ITS MACHINE READABLE FORMS INCLUDING AMONG OTHERS, ANY SOURCE CODES AND ANY BINARY / OBJECT CODES TRANSLATED THEREFROM, AND ANY COPIES IN WHOLE OR IN PART OF ANY OF THE FOREGOING, IS COLLECTIVELY REFERRED TO AS SOFTWARE.

## GRANT OF LICENSE

Subject to the terms of this Agreement, MGI hereby grants to you a non exclusive license to use the Software, and to make one backup copy for your use, only for the purpose of securing the original set of programs delivered unto you by MGI at the location indicated on signed proposal.

## MODIFICATION

You may not modify the Software.

## OWNERSHIP AND CONFIDENTIALITY

1. The Software contains trade secrets. Title to the Software and to all copyrights and trade secrets remain with us.
2. All copies of the Software made by you, including translations, compilations, works or adaptations made by you based on the Software and updated works are our property.
3. You shall not permit the Software or any part to be disclosed in any form to be used by any party, except to employees or to consultants or contractors performing direct services for you.
4. You may demonstrate the usage of the Software to customers or clients provided that such demonstrations are performed by your employees performing direct services for you.
5. You will maintain the Software in secure premises to prevent its unauthorized disclosure or use.
6. In the unlikely event that Melco Group International should cease to operate as an entity, and would not continue to operate or provide services as outlined in our 'System Description & Proposal' or 'Licensing Agreement' due to the following, which may include but are not limited to:
  - 6.1. Chapter 7 Filing
  - 6.2. Death of the principal(s)
  - 6.3. Act of God or any action beyond our reasonable control

7. All licensed sites will be notified via registered mail of the event causing an action on our part. Our Attorneys will make this notification, or such party empowered by us (MGI), to cause such a notification to be made. The recourse available to you the client will be:
  - 7.1. Elect to purchase the 'Source Code', as described under the SOFTWARE SECTION, for such modules as had been delivered to the original site for the original invoice amount, at the time of sale, or...
  - 7.2. Elect to activate their system indefinitely into the future by paying, 50% of original invoice amount, at the time of sale.

## ASSIGNMENT

This agreement is not assignable; neither the License granted under this Agreement nor any of the Software may be sub-licensed, and assigned or transferred by you without our prior written consent. Any attempt to sub-license, assign, or transfer any of the rights, duties or obligations under this Agreement is void.

## PAYMENT

1. Payment for the License to use the Software at your site as designated is due upon delivery specified in proposal tendered by MGI and accepted by you, the client.
2. In the case of custom programming or modifications requested by you, payment is to be according to our agreed upon terms.
3. Fee's for Licensing; MGI Technical Support; and 'Quality Control Releases'; will be billed to you and are due 'Upon Receipt'.

Licensing Fee schedule for installations are calculated as follows:

**VALUE OF SOFTWARE <\$10K \* .32% = FACTOR**  
**VALUE OF SOFTWARE >\$10K \* .28% = FACTOR**

**FACTOR / by either 12, 4, 1 = LICENSING FEE**

**EXAMPLE:**

**\$10,000 \* .32% = \$3,200.00 PER ANNUM**

**\$3,200.00 / 12 = \$266.67 PER MONTH**

**\$3,200.00 / 4 = \$800.00 PER QUARTER**

**LICENSING, SUPPORT FEE'S ARE BILLED @  
FREQUENCY REQUESTED BY CLIENT AND  
ARE IN ADDITION TO ANY LEASE PAYMENTS  
OR OTHER BILLABLE CHARGES AGREED  
UPON AND ARE DUE UPON RECEIPT.**

## WARRANTY

1. This is a standard "Shrink Wrap" agreement.
  - 1.1. MGI does not warrant that the functions in the Software will meet your requirements other than stated;
  - 1.2. that operation will be error free;
  - 1.3. or that all program defects will be corrected.
2. We disclaim all obligations or liability on our part for damages, including but not limited to special, indirect, or consequential damages arising out of or in connection with the use or performance of the Software.

## PROTECTION

1. The Software contains mechanisms designed to protect it against unauthorized use by non-licensed user(s).
2. You agree not to attempt defeat of those mechanisms.

## TERM AND TERMINATION

1. The license shall be effective upon delivery of the Software to your site and shall continue until termination as set forth in this paragraph. The license shall immediately terminate on the occurrence of any one of the following events:
  - 1.1. Your written notice to us of election to terminate
  - 1.2. Our written notice to you of our election to terminate on your failure to comply with any provision of this Agreement

## GOVERNANCE

This agreement shall be governed and construed in all respects in accordance with laws of the State of LOUISIANA as they apply to a contract entered into and performed in that State.

## PROPOSAL ACCEPTANCE

1. The stated prices, specifications, and conditions as enumerated in this proposal are satisfactory and are hereby accepted.
2. You (MGI) are authorized to do the work as specified.
3. We elect the following payment option as outlined in this proposal:
  - 3.1.  Elect PURCHASE OPTION
  - 3.2.  Elect MGI, INC. 90 DAY FINANCING OPTION
  - 3.3.  ELECT MGI, INC. LEASE OPTION
  - 3.4.  ELECT CREDIT CARD FINANCING OPTION <sup>1</sup>
  - 3.5.  License Transfer  
If 3.5 from previous licensed site:

Please place check mark on appropriate PROPOSAL ACCEPTANCE section { 3.1 – 3.5 } indicating option.

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**COMPANY**

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**DATE OF ACCEPTANCE**

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**PLACE OF ACCEPTANCE**

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**AUTHORIZED SIGNATURE**

ON BEHALF OF:  
**MELCO GROUP INTERNATIONAL**  
5000 WEST ESPLANADE AVE.  
BOX 140  
METAIRIE, LA 70006  
Phone 1.800.771.5791  
Fax 1.504.455.3605  
support@melcogroup.com  
sales@melcogroup.com  
www.melcogroup.com

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**Erwin B. Melzer - President & CEO**

cc: \ client folio

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<sup>1</sup> CREDIT CARD FINANCING PAGE MUST BE FILLED OUT IN ITS ENTIRETY WITH ADDITIONAL SIGNATURE REQUIRED!