TRITON SYSTEMS OF DELAWARE, INC.
PRISM SOFTWARE LICENSE AGREEMENT

IMPORTANT. PLEASE READ CAREFULLY. THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL CONTRACT BETWEEN YOU AND TRITON SYSTEMS OF DELAWARE, INC. ("TRITON"). THIS SOFTWARE IS BEING PROVIDED TO YOU ON THE EXPRESS CONDITION THAT YOU ASSENT TO THIS AGREEMENT. BY USING THE SOFTWARE, YOU AGREE TO THE PROVISIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH SUCH PROVISIONS, RETURN THE SOFTWARE TO THE AUTHORIZED TRITON DISTRIBUTOR THAT PROVIDED YOU WITH THIS SOFTWARE WITHIN 5 DAYS FROM RECEIPT OF THE SOFTWARE. For purposes of this Agreement, (1) "You" means the business or individual being licensed the right to use the Software, and (2) "Software" means the software, which is known as the Prism 912 Emulation software (in object code only) and/or Prism Web Components software (in object code only) that has been installed on Your ATM, and the user manuals and other documentation in any medium for the Software that have been or will be provided by Triton and its authorized distributor.

1.   **License Grant**. Subject to the terms and conditions of this Agreement, Triton grants You a limited, non-exclusive, non-transferable license to use the Software in executable form. The Software may be used only by Your employees and customers and only on the ATM on which the Software was originally installed.

2.   **Prohibited Actions.** You acknowledge and agree that You will not do any of the following:

    (a)   Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software;

    (b)   Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software, in whole or in part, to or by any third party without Triton's prior written consent;

    (c)   Cause or permit any change to be made to the Software without Triton's prior written consent; or

    (d)   Use the Software except as authorized by this Agreement.

If applicable law requires access to the Software's source code for some purpose such as interoperability with other software and You desire access for that required purpose, You shall notify Triton and Triton shall have the option in its sole discretion to (i) perform the work to derive any required information at its usual consulting rate, or (ii) allow You access to the Software solely for legally required purposes.

3.   **Ownership Rights.** You acknowledge and agree that all title, ownership rights and intellectual property rights in and to the Software and its content (including, without

limitation, any names, trademarks, service marks, logos, computer code, artwork, sounds and audio-visual effects) are owned by Triton (including its exclusive licensor and/or suppliers). You shall maintain all copyright or other proprietary right notices that are included as a part of the Software. You acknowledge that the Software contains valuable trade secrets of Triton (including its exclusive licensor and/or suppliers). You shall use the same degree of care in safeguarding the Software as You use to safeguard Your own confidential information, but in any event not less than reasonable care. You shall safeguard the Software against unauthorized disclosure, shall not tamper with, bypass, disable or alter its security features or attempt to do so, and shall take all reasonable steps to ensure that the provisions of this Agreement are not violated by any person under Your control or Your service.

4. **Termination.** You may terminate this Agreement at any time by destroying the Software. Triton may terminate this Agreement immediately without notice if You breach any material provision of this Agreement. Upon termination of this Agreement for any reason, You agree to immediately destroy the Software.

5. **Infringement Claims.** Triton will, at its own expense, defend and hold You harmless from and against any action brought against You by a third party to the extent that such action is based on a claim that the Software, used as authorized under this Agreement, infringes a United States patent, copyright or other intellectual property right of a third party, provided that You promptly notify us in writing (by airmail or overnight courier) of such claim and provide all necessary and required information and reasonable assistance regarding such claim. Triton has sole authority to defend, negotiate or settle the claim. With regard to the Software found to be infringing, Triton may (at its sole option) obtain for You the right to continue using the Software, replace or modify the Software so that it is no longer infringing, or direct You to cease use of the Software and refund to You the depreciated cost thereof (as determined in accordance with the generally accepted accounting principles of the United States). Triton will have no obligation under this Section 5 to the extent the alleged infringement arises from (a) the use or combination of the Software with other products, devices or software not supplied or approved by Triton; or (b) the use of other than a current unaltered release of the Software. **THE FOREGOING STATES TRITON'S SOLE OBLIGATION FOR ANY THIRD PARTY INFRINGEMENT CLAIM OF ANY KIND UNDER THIS AGREEMENT OR WITH RESPECT TO THE SOFTWARE.**

6. **Disclaimer of Warranty and Limitation of Liability. EXCEPT AS PROVIDED IN THIS SECTION 6, THE SOFTWARE IS PROVIDED "AS IS." ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THIS AGREEMENT OR THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. TRITON DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. TRITON WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SOFTWARE, OR FOR PUNITIVE**

DAMAGES, WHETHER SUCH DAMAGES ARISE FROM BREACH OF CONTRACT, NEGLIGENCE OR FROM ANY OTHER CAUSE WHATSOEVER, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN.

IF ANY OF THE FOREGOING LIMITATIONS IN THIS AGREEMENT ARE HELD INVALID, AND/OR IN ANY EVENT, TRITON SHALL NOT BE LIABLE FOR DAMAGES IN EXCESS OF THE SUGGESTED RETAIL PRICE FOR THE SOFTWARE AT THE TIME THE SOFTWARE WAS PROVIDED TO YOU. SECTIONS 6 AND 7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

7. **Updates.** Triton or one of its authorized representatives may provide updates to the Software that are made available to all current licensees of the Software for an annual fee (the "Updates"). For a period of 1 year from Your receipt of the Software (the "Update Period"), Updates shall be provided to You at no additional charge. After the Update Period, such Updates may be provided to You in accordance with the terms of a certain Software Update Agreement to be agreed upon by the parties. Once the Updates are delivered to You (whether under the terms of this Agreement or the Software Update Agreement), such Updates shall be considered "Software" under this terms of this Agreement.

8. **Compliance with Laws.** In connection with Your obligations under this Agreement, You agree to comply with all federal, state, local and foreign laws, constitutions, codes, statutes and ordinances of any governmental authority that may be applicable to You or Your activities hereunder. You agree to take all such further acts and execute all such further documents as Triton reasonably may request in connection with such compliance. Without limiting the generality of the foregoing sentences of this Section 7, You acknowledge that the Software and other technical data, are subject to export controls imposed by the U.S. Export Administration Act of 1979, as amended, and the Export Administration Regulations promulgated thereunder (collectively, the "Export Laws"). You shall not export or re-export (directly or indirectly) the Software or other technical data therefore without complying with the Export Laws. You represent and warrant that You and Your ATM (on which the Software is installed) are not located in or under the control of any country or territory subject to any prohibition under the Export Laws. You represent and warrant that You are not a national or resident of any country or territory subject to any prohibition under the Export Laws.

9. **Governing Law and Jurisdiction.** This Agreement shall be considered to have been entered into in Harrison County, Mississippi, U.S.A. This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the State of Mississippi, without regard to any conflict of law provisions thereof. You hereby consent to the exclusive jurisdiction and venue of the state and federal courts of Harrison County, Mississippi. This Agreement shall not be governed by the United Nations Convention of Contracts for International Sale of Goods, the application of which is expressly excluded.

10. **Arbitration.** All disputes arising between the parties in connection with this Agreement shall be exclusively settled under the Rules of Arbitration of the International Chamber of Commerce by 3 arbitrators appointed in accordance with said rules. Arbitration

proceedings shall be in the English language and shall take place in the State of Mississippi. Arbitration awards shall be final and binding on both parties.

11. **Injunctive Relief.** Notwithstanding Section 10, the parties may seek injunctive remedies in any court of competent jurisdiction if such remedies are not readily available through the arbitration procedure or if readily available are not effectively enforced by the courts. You acknowledge and confirm that in the event You are in breach of any of Your obligations and undertakings hereunder, Triton will not have an adequate remedy in money and damages. Triton shall therefore be entitled to obtain injunctive relief against such breach without the necessity of posting any bond, surety or supersedeas. The right of Triton to obtain injunctive relief shall not limit its right to seek further or additional remedies for the same act or occurrence.

12. **Partial Invalidity.** If any of the provisions of this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction, then said provisions shall be severed, solely in such jurisdiction, from the remainder of this Agreement, which shall remain in full force and effect.

13. **Waiver.** The failure of Triton to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of Triton to enforce each and every such provision thereafter. The express waiver by Triton of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

14. **Assignment.** You may not assign or otherwise transfer in any way any of Your rights and/or obligations under or arising out of this Agreement without the prior written consent of Triton.

15. **English.** The English translation of this Agreement shall prevail.