

## END-USER SINGLE-SITE LICENSE AGREEMENT FOR VOICE-INTERACTIVE RONALD® COMPACT DISK AND RELATED SOFTWARE

**IMPORTANT --- READ CAREFULLY:** This End-User Single-Site License Agreement ("Agreement") is a legal agreement between you ("You") and McDonald's Corporation and its agents and representatives ("McDonald's") for either the Voice-Interactive Ronald compact disk or the download you are about to complete and any related software product(s) that accompanies this Agreement (collectively and in either case, the "**Program**") for use on a single computer or other media (your "Computer"). References to "You" in this Agreement are to you as an individual person or a single legal entity on behalf of yourself and any other person or entity that uses this Program through your Computer. **If You are an individual under the age of 18, references to "You" includes your parents or legal guardian who must agree to the following terms on your behalf in order for You to lawfully use the PROGRAM and the related rights. If a parent or legal guardian does not provide the assent to the terms and conditions of this Agreement on behalf of anyone under the age of 18, this Agreement is null and void.** The Program and related license rights and obligations hereunder includes any software updates, add-on components, web services, printed materials, electronic documentation, associated media and/or supplements, and the Ancillary Materials (as defined below) that McDonald's Corporation may provide to You or make available to You after the date You obtain your copy of the Program to the extent that such items are not accompanied by a separate license agreement or terms of use. By installing, copying, downloading, accessing or otherwise using the Program, You agree to be bound by all of the terms of this Agreement. If You do not or cannot agree to the terms of this Agreement, do not install, copy, download, access or otherwise use the Program for any purpose and You shall be entitled to return the Program to the McDonald's Restaurant from which You purchased the Program for a refund of the cost of the Program and related tax (but only if You purchased the Program and only with a verified receipt of sale within 30 days of your purchase.)

MCDONALD'S CORPORATION IS WILLING TO LICENSE THE RIGHTS RELATED TO THE PROGRAM TO YOU ON THE CONDITION THAT YOU ACCEPT THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (THIS "**AGREEMENT.**") **BY CLICKING ON THE "I ACCEPT" BUTTON OR BY INSTALLING OR USING THE SOFTWARE, YOU AGREE ON BEHALF OF YOURSELF AND ANY OTHER PERSON OR ENTITY THAT USES THIS PROGRAM THROUGH YOUR COMPUTER TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, THEN DO NOT PROCEED ANY FURTHER AND CLICK THE "I DO NOT ACCEPT" BUTTON BELOW.**

### GENERAL TERMS AND CONDITIONS

#### 1) GRANT OF LICENSE.

This Section of the Agreement describes your general rights to install and use the Program and related Ancillary Materials. The license rights described in this section are subject to all other terms and conditions of this Agreement.

Upon your acceptance of the terms and conditions of this Agreement, McDonald's Corporation hereby grants to You a limited, non-transferable, non-assignable, non-exclusive right and license to use the Program and the Ancillary Materials. All rights not expressly licensed to You hereunder are reserved by McDonald's Corporation.

The Program and the Ancillary Materials are protected by intellectual property laws and treaties. The Program is being licensed to You, not sold. You agree, without acting as a limitation, not to use the Program and/or the Ancillary Materials in violation of any law, statute, ordinance, or other regulation (including export control and unfair competition laws) or any obligation to which You may be bound ("**Applicable Laws.**") You agree to comply with all Applicable Laws regarding your use of the Program and the Ancillary Materials. You agree to indemnify McDonald's Corporation and its affiliates, licensors, agents and other representatives against any liability that such parties may incur as a result of your use of the Program and/or the Ancillary Materials in violation of this Agreement.

You may install and use one copy of the Program on a single computer but only for use only in the number of written language(s) that You selected at time of first installation and in which You have acquired the right(s) under this Agreement. In all cases, and without acting as a limitation, the license under this Agreement for the Program may not be shared, transferred, encumbered, or assigned in any manner whatsoever, nor used in any hosted, outsourced, or service bureau environment.

## 2) DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

(a) Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not copy, modify, reverse engineer, decompile, or disassemble the Program or the Ancillary Materials, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. The Program is licensed as a single product. Without acting as a limitation, its component parts may not be separated for use on more than one computer.

(b) Not for Resale. You may not use the Program and/or the Ancillary Materials for any commercial purposes, nor sell, or otherwise transfer it for value or otherwise. Commercial purposes include, without limitation, the use of the Program, the Ancillary Materials, and software thereunder to create publicly distributed computer software.

(c) No rental, leasing or commercial hosting. You may not rent, lease, lend or provide commercial hosting services to third parties related to the Program and/or the Ancillary Materials. In all cases, and in addition to the terms provided in Section 4 below, the tangible Program disk remains the sole property of McDonald's Corporation until payment or other consideration, as determined by McDonald's Corporation or its agents, is received in full.

(d) Support Services. In its sole discretion, McDonald's Corporation (itself or through its agent(s)) may, but is not obligated to, provide You with limited support services related to the Program ("**Support Services**"). The provision and use of Support Services is governed by McDonald's Corporation policies and programs described in the Program user manual and/or in online documentation, as may be modified or terminated by McDonald's Corporation, from time

to time, in its sole discretion. Any supplemental software code provided to You as part of the Support Services shall be considered part of the Program and subject to the terms and conditions of this Agreement. With respect to technical information or other contributions You may provide to McDonald's Corporation as part of the Support Services or otherwise under this Agreement, such information and/or contribution(s) shall become the sole property of the McDonald's Corporation, and McDonald's Corporation may use such information for its business purposes, including for product updates and development, without remuneration to You. You hereby assign all rights to McDonald's Corporation in and to such information and contributions, including without limitation all copyrights and moral rights therein, and shall execute or obtain the execution of any instrument that may be necessary or appropriate, in the sole judgment of McDonald's Corporation or its designee to assign or to perfect those rights in McDonald's Corporation or its designee.

(e) Termination. Without prejudice to any of McDonald's Corporation's other rights, including without limitation survival of certain rights as provided under this Agreement, McDonald's Corporation may terminate this Agreement if You fail to comply with the terms and conditions of this Agreement. In such event, You must destroy any and all copies of the Program and all of its component parts and the Ancillary Materials. In addition, without prejudice to any of McDonald's Corporation's other rights, including without limitation survival of certain rights as provided under this Agreement, McDonald's Corporation shall have the right to terminate this Agreement for any reason. For any termination by McDonald's Corporation not due to your failure to comply with the terms of this Agreement, You must either destroy any and all copies of the Program and all of its component parts and Ancillary Materials, or You may return the Program to any McDonald's restaurant for a refund of the cost of the Program and applicable tax You paid for the Program (if anything) (not to exceed the suggested U.S. retail price).

### 3) UPGRADES and SUBSCRIPTION

If any replacement Program, as otherwise addressed in this Agreement, is provided to You, and whether or not labeled or otherwise identified by McDonald's Corporation as an "upgrade" or "subscription," You must be properly licensed to use such product as provided under this Agreement. A Program, whether or not labeled or otherwise identified by McDonald's Corporation as an upgrade or replacement, replaces and/or supplements the original Program that formed the basis for your agreement hereunder and is subject to the terms and conditions of this Agreement and You may use the replacement Program only in accordance with the terms and conditions of this Agreement.

### 4) COPYRIGHT AND TRADEMARKS; RIGHTS TO THE PROGRAM AND RELATED INTELLECTUAL PROPERTY

(a) All rights, title, and interest in and to the Program, including without limitation the trademark, patent and copyrights in and pertaining to the Program, the accompanying printed materials and other related materials ("**Ancillary Materials**"), and any copies of the Program, are owned solely by McDonald's Corporation or its affiliated companies and/or agents. The Program and the Ancillary Materials are protected by applicable copyright, trademark and other laws and international treaty provisions. You may not copy the Ancillary Materials

accompanying the Program. You will not take any action that jeopardizes McDonald's Corporation or its affiliates, representatives, agents, or licensors' rights, including without limitation its proprietary or intellectual property rights, or acquire any rights in the Program or the Ancillary Materials, except the limited license as expressly provided in this Agreement.

(b) You may not remove, modify or alter any McDonald's Corporation copyright or trademark notice from any part of the Program and/or the Ancillary Materials, including but not limited to any such notices contained in the physical and/or electronic media or documentation, in the Voice-Interactive Ronald Setup Wizard dialogue or 'about' boxes, in any of the runtime resources and/or in any web-presence or web-enabled notices, code or other embodiments originally contained in or otherwise created by the Program.

## 5) U. S. EXPORT RESTRICTIONS AND GOVERNMENT RESTRICTED RIGHTS

You acknowledge that the Program and Ancillary Materials are subject to export controls under the laws and regulations of the United States and other Applicable Laws. In accordance with those export control laws and regulations, You certify that you are not a citizen or resident of any of the following countries: Cuba, Iran, Iraq, Libya, North Korea, Syria, Sudan, or the Federal Republic of Yugoslavia (Serbia and Montenegro), or any other countries or regions of the world that may be added by the applicable government (collectively, "the Embargoed Countries.") You agree that You will not export, re-export, transfer, divert, make available, or provide access to any of the Program (i) to any Embargoed Country; (ii) to any citizen or resident of any Embargoed Country, or to any entity, wherever located that is owed or controlled by the government of any Embargoed Country; (iii) to any person or firm on the U.S. Government's Denied Parties List; or (iv) to any person, firm or other entity that is engaged in the design, development, production, stockpiling or use of nuclear, chemical, or biological weapons or missiles.

Further, the Program and Ancillary Materials are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U. S. Government is subject to restrictions as set forth in subparagraph C (1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is: McDonald's Corporation (McDonald's), McDonald's Plaza, Oak Brook, IL 60523, USA.

## 6) APPLICABLE LAW

This Agreement is governed by the internal laws of the State of Illinois without giving effect to any conflict or choice of law principles that would result in the application of any other jurisdiction's law. The courts of Illinois, Cook or DuPage County (federal and state) shall have sole jurisdiction to hear any matter arising from this Agreement.

Should You have any questions concerning this Agreement, or if You desire to contact McDonald's Corporation for any reason, please contact the McDonald's Corporation distributor serving You or write: McDonald's Corporation (McDonald's), McDonald's Plaza, Oak Brook, IL 60523, USA.

7) NO WARRANTY

(a) **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MCDONALD'S CORPORATION AND ITS SUPPLIERS, AGENTS AND OTHER REPRESENTATIVES DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE PROGRAM AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THE PROGRAM AND THE ANCILLARY MATERIALS ARE PROVIDED "AS IS" AND MCDONALD'S CORPORATION AND ITS SUPPLIERS, AGENTS, AND OTHER REPRESENTATIVES DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING, OR ANY OTHER MATTERS RELATED TO, THE PROGRAM, THE ANCILLARY MATERIALS, AND RELATED SOFTWARE. IN ADDITION, AND WITHOUT ACTING AS A LIMITATION, MCDONALD'S CORPORATION AND ITS SUPPLIERS, AGENTS, AND OTHER REPRESENTATIVES DISCLAIM ANY DAMAGE THAT MAY RESULT TO YOUR COMPUTER OR ANY OTHER PERSONAL PROPERTY FROM USE OF THE PROGRAM.** Some states and jurisdictions do not allow disclaimers of or limitations on the duration of an implied warranty, so the above limitation may not apply to You. To the extent implied warranties may not be entirely disclaimed but implied warranty limitations are allowed by applicable law, implied warranties on the Program, if any, are limited to ninety (90) days.

8) LIMITATION OF LIABILITY

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MCDONALD'S CORPORATION OR ITS SUPPLIERS, AGENTS AND OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNATIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PROGRAM, ANY BREACH OR OTHER ACTION OR INACTION OF MCDONALD'S, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF MCDONALD'S CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE BASIS FOR SUCH CLAIM. IN ANY CASE, MCDONALD'S CORPORATION'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAID TO MCDONALD'S CORPORATION FOR THE PROGRAM OR SERVICE THAT DIRECTLY CAUSED THE DAMAGE. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

9) MISCELLANEOUS

You and McDonald's Corporation are independent parties. Nothing in this Agreement shall be construed as making You an employee, agent or legal representative of McDonald's Corporation or its other agents or representatives. The parties' rights under Sections 2, 4, 5, 6, 7, 8 and any other term that, by its terms, is intended to survive, will survive the termination or expiration of this Agreement. This Agreement constitutes the entire and complete statement of all terms, conditions, and representations of the agreement between You and McDonald's Corporation with respect to the Program and the Ancillary Materials.

**By clicking the "I Accept" box below or by installing or using the Program, You (a parent or guardian if You are under the age of 18) agree to be bound by the terms and conditions of this Agreement.**