

FuneralKiosk, Inc.

SOFTWARE AGREEMENT

WHEREAS, Customer has licensed from FuneralKiosk, Inc. ("FuneralKiosk") computer software product and associated documentation (the "Product") under FuneralKiosk's license agreement between the parties (the "License Agreement"); and

WHEREAS, Customer has requested that FuneralKiosk perform certain maintenance services on such software, and FuneralKiosk desires to perform such services;

NOW, THEREFORE, in consideration of the premises and mutual covenant hereinafter set forth, and intending to be legally bound hereby, the parties agrees as follows:

1. Defined terms. Capitalized terms used herein and not defined herein will have the meaning set forth in the License agreement.
2. Maintenance Term and Fee: During the one-month period beginning on the first day of the month following the initial delivery of the Product supported hereunder and unless otherwise terminated, for each one-month period thereafter (the "Service term), FuneralKiosk will provide certain support and maintenance services to Customer as provided in Section 3 below (the "Services"). The Service Term shall automatically continue unless otherwise terminated by either party upon at least thirty (30) days written notice to the other party. In consideration of the Services to be provided by FuneralKiosk hereunder, Customer agrees to pay to FuneralKiosk a monthly Service Fee as described in Exhibit A. Services performed by FuneralKiosk for Customer outside the scope of this Agreement shall be charged to Customer at FuneralKiosk's then current hourly rates. The Service Fee may increase given 30 days written notice.
3. Maintenance Services. The following is a list of the Services to be provided by FuneralKiosk during the Service Term:
 - (i) Maintain the Product so that it will continue to work in accordance with the specifications contained in FuneralKiosk's user's guide, subject to Customer's obligation to maintain all necessary hardware and to input, modify and monitor the protocols and procedures for its computer system.
 - (ii) Answer questions from Customer and its personnel concerning the Product, through hotline telephone support and electronic mail support. Coverage hours are weekdays, other than legal holidays, between the hours of 8:00 a.m. and 5:00 p.m. U.S. Eastern Standard Time.
 - (iii) Make Enhancements (as hereinafter defined) available to Customer during the Service Term. "Enhancements" shall mean any modification, additions or substitutions made to the Product that do not result in substantial performance, structural, or functional improvements, that FuneralKiosk does not consider to be a new version releases and that are generally provided to its Customers with services and support agreements. New versions of Product will not be considered Enhancements.
 - (iv) Product Assurance - FuneralKiosk shall make new versions and upgrades (including all major and minor releases to the product) that are released during the Services Term available to Customer.
4. Customer Procedures: Only the specifically authorized employees of Customer may contact FuneralKiosk with service requests. Initially, the authorized employees of Customer shall consist of the individuals listed on the maintenance registration form; provided, however, that Customer may substitute new authorized employees upon prior written notice to FuneralKiosk.
5. Cooperation and Operation. If Customer requests service hereunder, Customer shall cooperate with FuneralKiosk to the fullest extent necessary to enable FuneralKiosk to duplicate the problem electronically, determine that the problem resides with the Product, and certify that the problem has been corrected. Customer is responsible for selecting an operator who is qualified to operate the Product on Customer's own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Product. FuneralKiosk reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to such background information of any other matters not directly relating to the operation of the Product. Customer is also responsible for ensuring a proper environment and proper utilities for the computer system on which the Product will operate including an uninterrupted power supply. FuneralKiosk shall not be required to provide Services on any Product for more than twelve months after its general release, and no more than one release behind the currently shipping release. FuneralKiosk will use reasonable commercial efforts to cure any defects or malfunction in the Product so as to allow the Product to function substantially in accordance with the specifications provided in the Product documentation, and will promptly provide Customer the specified number of copies of such corrections or corrected copies of the Product, together with any corrections in the Product documentation, the use, copying and confidentiality of which will be governed by the License Agreement. "Reasonable commercial efforts" means the responsiveness and level of effort of commercial software vendors of software products for client/server environments.
6. Termination. In the event of termination of the Agreement, the obligations contained in this Agreement shall terminate, except that Customer shall remain obligated to pay any outstanding amounts owed to FuneralKiosk.
7. Disclaimer. FUNERALKIOSK SHALL NOT BE LIABLE FOR ANY CLAIMS IN THE AGGREGATE ARISING UNDER THIS AGREEMENT FOR ANY AMOUNT IN EXCESS OF THE FEES PAID TO FUNERALKIOSK UNDER THIS AGREEMENT.
8. Miscellaneous. Title to and ownership of any correction, corrected copy, version or release of the Product and its related documentation provided to Customer will remain with FuneralKiosk, including any copies of any Product, documentation or portion thereof made by any person or entity, regardless of the means used to make the copy or the media to which the copy is made. This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter. All prior proposals, understanding, and other agreements, whether oral or written, between the parties that relate to this subject matter are superseded and revoked. This Agreement may not be modified or altered except in writing by an instrument duly executed by both parties. The ability of either party to assign its rights and obligations hereunder will be governed by the provision of the License Agreement regarding assignment. Any invalidity, in whole or in part, of any provisions of this Agreement will not affect the validity of any of its other provisions. A waiver of a breach or default under this Agreement will not be a waiver of any subsequent breach or default. Neither party will be liable for the failure to perform its obligations under this Agreement due to events beyond such party's reasonable control including, but not limited to, strikes, riots, wars, fire, acts of God or acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any court or government body. This Agreement is governed in accordance with the substantive laws of Massachusetts, without giving effect to its conflict of laws provisions, and consent to the exclusive jurisdiction of the courts of Massachusetts for any claims brought hereunder.

Exhibit A: Pricing and Acceptance

<u>Kiosk Installation and Setup</u>	<u>Qty</u>	<u>Price Per</u>	<u>Total</u>
Initial Installation, setup and training	1	\$195.00	
<u>Monthly Kiosk Subscription</u>	<u>Qty</u>	<u>Price Per</u>	<u>Total</u>
Kiosk Subscription	1	\$59.95	

Price and Term:

1. We accept and appreciate automated monthly billing via credit card.
2. If you decide to end your service, just let us know, and we'll terminate you at the end of the following month.
3. You may update your kiosk online as often as you like as long as you are a customer in good standing.

Payment Method: Visa MasterCard American Express

Credit Card Number: _____

Expiration Date (mm/dd): _____

Card Holder's Name (as it appears on the card): _____

Card Holder's Address (used for the credit card billing): _____

Card Verification Code: _____

(the 3 right most digits on the back of your card next to the signature field.)

I agree to the terms and conditions above. Further, I agree to pay via the method selected above.

Signature: _____

Name: _____

Company: _____

To Order

Fax a signed copy of this Agreement and submit credit card information for payment to 815.425.2029 or mail to:

FuneralKiosk, Inc.
100 Tower Avenue
Needham, MA 02494

Your Contact Information:

Name: _____

Funeral Home: _____

Mailing Address: _____

City, State and Zip: _____

Phone Number: _____

FuneralKiosk, Inc. will accept checks for annual subscriptions. If you prefer to pay annually, please send a check for \$914.40 for the first years subscription, \$195 for the set-up and \$719.40 for the subscription. Subsequent years will be billed at the \$719.40 for the subscription on the anniversary of the delivery of the original kiosk.