



Megatouch FORCE 2008™
and
ION 2008™
Software Instructions

Visit the Merit Entertainment Web site
<http://www.meritgames.com>



PM0654-03

Table of Contents

Game Name and Score Needed for Initial Replay	p. 1	Promotion Menu	p. 11-12
Main Menu	p. 2-3	My Merit	p. 12
CreditsMenu	p. 4	Megatouch Player and Operator Keys	p. 13
Coin-In Menu	p. 4	Software License Agreements	p. 14-19
Games Menu	p. 4-5		
Game Setup	p. 4-5		
Hi Scores Menu	p. 5		
View/Clear Hi Scores	p. 5		
Books Menu	p. 6-7		
Books Display	p. 6		
Cash Settlement	p. 7		
System Menu	p. 8		
Diagnostics Menu	p. 9		
Hard Drive			
Self Diagnostics	p. 10		
Presentation Menu	p. 11		
Operator Ad Screens	p. 11		

©2008 Merit Entertainment

Force, Ion and Megatouch are registered trademarks of Merit Entertainment.

Reproduction of this manual, in any form or by any means, is strictly forbidden without the written permission of Merit Entertainment.

Game Listing

NOTE: The available games may vary.

11 Ball/11-Up	Outer Spades
Air Shot	Outlaw Poker/Cattle Drive
Backjammin	Pack Rabbit (Ion Only)
Battle 31	Pharaoh's Fortune
Beer Pong (Ion Only)	Pharaoh's 9
Big Time Roller	Photo Hunt
Boxdrop	Photo Pop
Boxxi	Pix Mix
Breakin' Bricks	Power Solitaire
Card/Castle Bandits	Power Trivia
Card/Crypt Raiders	Pro Sports Mystery Phrase
Card/Jolly Pirates	Pro Sports Trivia Whiz
Chainz 2	Puck Shot
Checkerz	QB Zone
Chip Away	Q-Shot
Chug 21	Quik Cell
Chug Monkey	Quik Chess
Coco Loco	Quik Match
Conga Fish (Ion Only)	Quiz Show
Conquest	Race Poker/Motor Match
Crazy Hearts	Rack 'Em
Dodge Bull	Rack 'Em 9 Ball
Domino5	Royal Flash
Draggle Drop	Run 21
Euchre Nights	Snapshot
Fast Traxx (Ion Only)	Space Crusader (Ion Only)
Feeding Frosty	Speed Draw
Four Play	Sticker Book
Funky Monkey	Sudoku 6
Gender Bender	Super Snubbel
Gin Rummy	Tai Play
GO-O-O-AL	Take 2
Great Solitaire	Tennis Ace
Hollywood Match	Texas Hold 'Em
Hoop Jones	Tic Tac Trivia
Ink Rally	Tri-Towers/Tri-Castles
Kids' Kolortime	Tri-Towers Trilogy
Kids' Photo Hunt	Tricky Fish
Kids' Photo Pop	Trivia Treasure
Lookout	Trivia Whiz
Luxor	Tuxedo Run (Ion Only)
Luxor Survival	TV Guide Mini Crossword
Magic Charms	UNO®
Mega Bowling	UNO® 52 Poker
Megatouch Switcheroo	Video Whiz (Ion Only)
Meteor Shower	Vinci-Ball
MGA Champ. Golf	Wild 8's/Wild Apes
Mini Golf/Crazy Golf	Word Dojo
Monkey Bash	Word Safari
Monster Madness	Wordster
Moon Drop	Zenword
Mystery Phrase	Zip 21
Office Bash	

Main Menu

The Main Menu can be accessed by pressing the SETUP button inside the game. Use the Main Menu to set up all game software options.

NOTE: For help with the Options in any menu section, touch the green “?” buttons to bring up a help screen.



FIGURE 1 - MAIN MENU

A summary of the Main Menu functions appears in the following table. For more detail, see the corresponding sections of the manual.

Main Menu	Available Options	Information
CREDITS	<ul style="list-style-type: none"> Coin-In 	Displays cost per play.
GAMES	<ul style="list-style-type: none"> Game Setup Options 	In the Games Menu, you can edit the game list (choose which games are available and in what category they appear on the Category Menu), and select options for individual games.
HI SCORES	<ul style="list-style-type: none"> View/Clear Hi Scores Options 	The Hi Scores Menu allows you to view hi scores and set rules for the format and the clearing of hi scores.
BOOKS	<ul style="list-style-type: none"> Books Display Cash Settlement Setup Cash Settlement Collection 	The Books Menu displays current and lifetime credit information and calculates and collects the location and operator fees.
SYSTEM	<ul style="list-style-type: none"> Set Time Security Setup Set Game Serial Number Volume Control Set 6 Star PIN Data Transfer (not applicable) Setup Operator Keys (Ion Only) Options 	Set the game clock, security PIN, serial number, game volume, 6 star PIN and features, and system options such as language control, 6 Star Enable, and theft deterrent. Also use this menu to program Operator keys to enable access to the setup screens via the key.

Main Menu	Available Options	Information
DIAGNOSTICS	<ul style="list-style-type: none"> • Video Test • I/O Test • Touchscreen Calibration • Touchscreen Test • Checksum Test • System Info • Verify Databases • Hard Drive Self Diagnostics • Joystick Calibration (Ion only) • Joystick Test (Ion only) • View System Log 	<ul style="list-style-type: none"> • Enters the Video Test screens. Touch the screen to cycle through test. • Tests the function of the I/O board, DIP switches, coin meter and lockout. • Allows the operator to calibrate the touchscreen. Follow the instructions on the screen. • Checks touchscreen calibration. Touch the cursor on the screen to make sure it is accurately following your movement. • Checks the hard drive for missing or corrupted files. • Gives details about various hardware components in the game. • Only use on the advice of Merit Technical Service. • Detects hard drive errors and predicts future failures. Runs automatically during system startup and software installation. • Allows calibration of the joystick. Follow the instructions on the screen. • Checks joystick calibration. Move the joystick and make sure the cursor accurately follows your movement. • Allows operators to easily read, capture and send error log data.
PRESENTATION	<ul style="list-style-type: none"> • Operator Ad Screens • Options 	<p>Create ad screens and also add custom screens created on a personal computer. Access Video Sales Enabler (Ion Only).</p>
PROMOTION	<ul style="list-style-type: none"> • My Merit • Options 	<ul style="list-style-type: none"> • Enables a feature permitting players to create custom accounts. Also displays individual player data and allows the operator to back up or restore the data. • Enables and disables the My Merit feature.

Credits Menu

Coin-In Menu

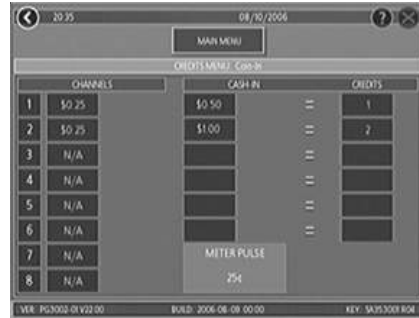


FIGURE 2 - COIN-IN MENU

This screen shows the cost per play. All games cost 50 cents per play, and no more than 2 plays (\$1.00) can be loaded into the machine at a time. There is a maximum of 2 players per game. Money cannot be added while a game is in play, only after the game is finished.

Games Menu

Game Setup

The game list and prices, as well as game options, are programmed using these screens. The first screen shows the various game categories and allows access to the following general settings for all games

Enable All Games Into Menu: Turns on all games (certain games which were previously displayed in the Game Setup have been turned off in this software) and defaults the price settings.

Factory Default Games Into Menu: Returns the Game Setup to its default settings. Games that were not originally enabled will be turned off and all price settings will be reset.

To Enter This Screen, Touch “Game Setup” on the Games Menu and Select a Category

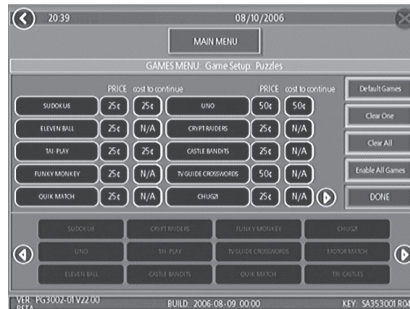


FIGURE 3 - GAMES MENU: GAME SETUP

When you touch a category name, the next Game Setup Screen shows the game positions available for that category, with the list at the bottom showing all games available for the selected category. In categories with Merit-thon games, players who choose Merit-thon play one round of three different games in that category for one combined score.

The Game Setup Screen also allows you to make these general changes:

Default Games: Resets the selected category menu to its default game and price settings.

Clear One: Clears a selected item from the player's game menu.

Clear All: Clears all games from the player's game menu.

Enable All Games: Turns on all games within the selected category and defaults the price settings.

To customize a particular game list, first select a category on the first Game Setup Screen. On the second screen, touch **Clear All** to clear the game list. Choose the menu position you want a particular game to occupy by touching that position, then touch the desired game name from the game list on the bottom of the screen. Repeat until all desired games appear in the menu (a game cannot appear in the list more than once). Games already in the menu will be red in the game list at the bottom of the screen.

Hi Scores Menu

View/Clear Hi Scores

Use this menu to manage hi scores. The first screen allows you to clear all scores for all games by touching **Clear All Games**. To edit the hi scores for an individual game, select that game on the first screen.

To Enter This Screen, Touch "View/Clear Hi Scores" on the Hi Scores Menu and Choose a Game

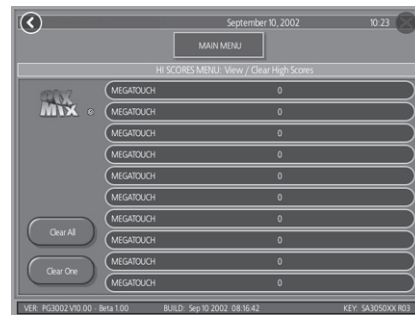


FIGURE 4 - HI SCORES MENU:
VIEW/CLEAR HI SCORES SCREEN

Touch **Clear All** to remove all hi scores for that particular game or select an individual score and touch **Clear One** to remove that particular score only.

Books Menu

The Books Screens display the current and lifetime credit totals for each game, as well as the percentage of credits played per game (the percentage for each game is the total number of credits played on that game divided by the total number of credits entered into the machine).

Books Display

To Enter This Screen, Touch “Books Display” on the Books Menu

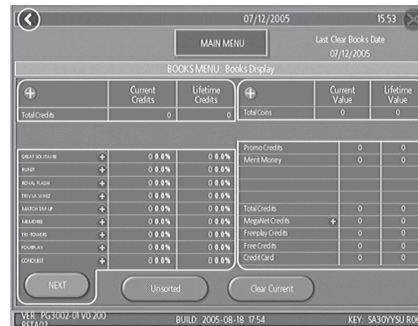


FIGURE 5 - BOOKS MENU: BOOKS DISPLAY SCREEN

The books information can be sorted in three ways with the button that toggles through the sorting categories. **Unsorted** displays the books information in the standard order. **Sorted by Current** displays the current minutes for each game from most to least played. **Sorted by Lifetime** displays the lifetime minutes for each game beginning with the most played game.

Touch **Clear Current** to erase all current books data. The date the data was last cleared will appear at the top right of the Books Screen.

Touch the **+** above Total Credits to view Current Credits and Lifetime Credits for each game mode. Touch the button again to minimize this screen.

To Enter This Screen, Touch “Books Display” on the Books Menu and Choose a Game Name

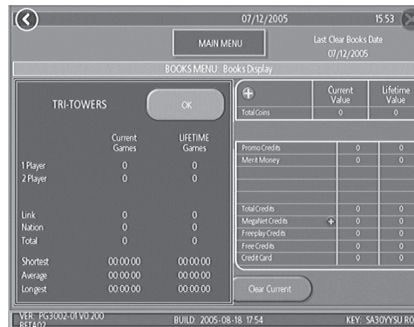


FIGURE 6 - BOOKS MENU: BOOKS DISPLAY SCREEN WITH GAME SELECTED

Touching a game name will display the current and lifetime minute totals*, broken into 1-2 player, It also shows the shortest, average, and longest playing times for that game.

***Touching Trivia or Power Trivia displays totals by category.**

Books Display also shows coin input data. Touch the **+** above Total Coins to display individual coin input statistics. Touch the button again to minimize this screen.

Cash Settlement Setup

The Cash Settlement Screens are used to calculate the percentage of earnings the operator and location will receive, as well as any fees collected by the operator.

To do so, touch the bottom-right arrow button, then choose **YES** or **NO** to display the operator's cut on the Cash Settlement Setup Screen. Enter the percentage of revenue the location will receive. Also, select the fee calculation method. Select per month if you do not make regular weekly collections or per week if you collect every 7 days.

NOTE: Monthly fee collections are based on 4.3 week month. If you change your fee calculation method, the game will auto adjust the fees by multiplying or dividing by 4.3 and rounding to the nearest penny.

NOTE: Make sure the time and date are set on the game in order to ensure correct fee calculation.

To Enter This Screen, Touch "Cash Settlement Setup" on the Books Menu and touch the Arrow at the Bottom Right

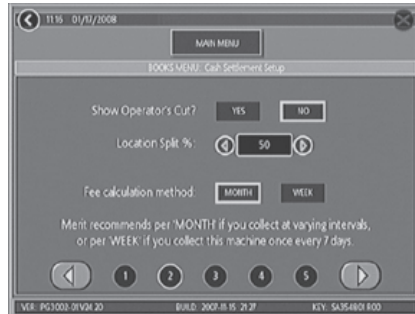


FIGURE 7 - BOOKS MENU:
CASH SETTLEMENT SETUP SCREEN

The next screen allows you to set up the fees. The amounts can be changed on screen by touching the amount itself and using the keypad to enter a dollar figure. The other two columns display the cumulative totals for each fee and the totals for the

current collection period. Fees are calculated on a prorated, per-day basis. Touch the bottom-right arrow button to display more groups of fees.

Cash Settlement Collection

The Cash Settlement Collection Screens will display the balance (total revenue minus total fees) to be split between the operator and the location.

To Enter This Screen, Touch "Cash Settlement Setup" on the Books Menu and touch the Arrow at the Bottom Right Twice

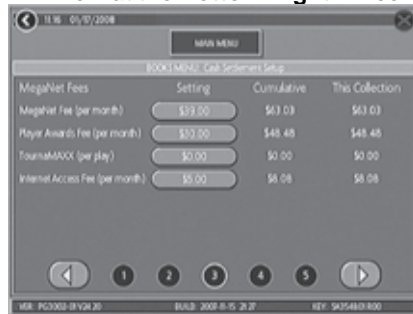


FIGURE 8 - BOOKS MENU:
CASH SETTLEMENT SETUP SCREEN

Touch **Revenue Details/Cash Out** or **Fee Details** for breakdowns and **Clear/Complete Collection** to finish. Cash Settlement totals will reset once collection is complete.

To Enter This Screen, Touch "Cash Settlement Collection" on the Books Menu

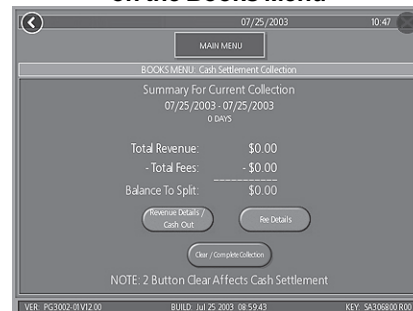


FIGURE 9 - BOOKS MENU:
CASH SETTLEMENT COLLECTION

System Menu

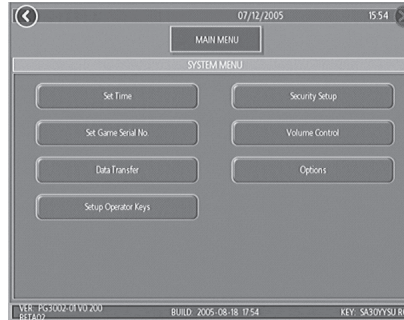


FIGURE 10 - SYSTEM MENU

Set Time	The Set Time Menu allows you to set both the time and date on the game. Time is shown in 24-hour, "military" time (e.g. 5:00pm = 17:00). Use the up and down arrows to set the time and date.
Security Setup	The operator can set the PIN number and select which of the features (Coin-In, Game Menu, Books Menu, Free Credits, Hi Scores, All Options, and Set 6 Star PIN) will be protected by the PIN. To change the PIN, you must first enter the existing PIN (the default PIN is 0000), then enter a new 4-digit number and touch SET on the keypad. The game will prompt you to re-enter your PIN to confirm. After confirming your PIN, touch the button for each of the features you wish to protect with the PIN.
Set Game Serial Number	Use this screen to enter the game's serial number using the keypad.
Volume Control	Touch the volume control button to adjust the volume up or down. This screen allows you to sample the sound volume without exiting the screen. The on-screen volume control can also be accessed using 6 Stars.
Set 6 Star PIN (only appears if PIN is enabled)	Brings up the Set 6 Star PIN Screen via the Options button on the Player Menu. Set the 6 Star PIN (between one and six digits) using this screen. You can enable this feature and choose which options will be accessible by 6 Stars using the System Menu: Options Screen. Touch an option box under System Menu: Options for on-screen help.
Data Transfer	Not Applicable
Options	For help with the Options in any menu section, touch the option box to bring up a help screen.
Setup Operator Keys (Ion only)	Use this screen to program or erase Operator keys to enable or disable access to the setup screens by using the key.

Diagnostics Menu

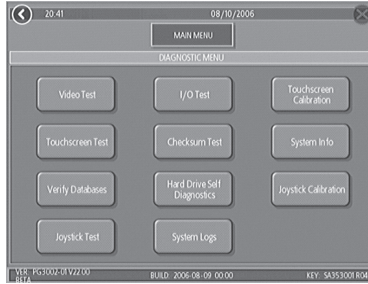


FIGURE 11 - DIAGNOSTICS MENU

Video Test	Touch the screen to cycle through a series of video test screens.
I/O Test	Tests the SETUP and CALIBRATE buttons, all coin channels, the coin meter, and the coin lockout feature (if applicable). A green light next to the appropriate button will register each time that item is tested, and the number next to the item should increment by one with each test. The screen also displays which DIP switches are on or off.
Touchscreen Calibration	Follow the on-screen instructions to calibrate the touchscreen.
Touchscreen Test	Allows you to check the touchscreen calibration accuracy. The crosshairs should follow your finger exactly when you move it across the screen.
Checksum Test	Checks the hard drive for missing or corrupted files. With Stop On Error? set to YES, a message indicating which file is corrupted will be shown whenever the game encounters an error. With Stop On Error? set to NO, a list of corrupted files will be displayed when the test is complete. If errors are detected, the software on the drive may need to be reloaded. If this does not solve the problem, the drive may require replacement. The test could take up to 30 minutes.
System Info	<p>Gives details about the following:</p> <ul style="list-style-type: none"> • platform type • processor type and speed • motherboard type • amount of memory • Ethernet card manufacturer • sound chip type • video chip type • touchscreen manufacturer • hard drive manufacturer/size • modem identification number • fan speed • status • PSOC version • I/O board processor
Verify Databases	Only use on the advice of Merit Technical Service.
Hard Drive Self Diagnostics	Checks the hard drive for errors, displays results, and notifies operator when error is detected or hard drive failure is imminent. Tests can be initiated automatically and/or manually.
Joystick Calibration (Ion only)	Follow the on-screen instructions to calibrate the joystick.
Joystick Test (Ion only)	Allows you to check the joystick calibration accuracy. The crosshairs should follow the movement of the joystick.
View System Log	Displays a log of all operations performed by the game since the log was last cleared. This information is helpful for customer service in troubleshooting your game.

Hard Drive Self Diagnostics

Your Force or Ion hard drive is equipped with the S.M.A.R.T. (Self-Monitoring, Analysis, and Reporting Technology) monitoring system, which helps predict hard drive failure and avoid system crashes by collecting hard drive data and recording errors. The test can be initiated manually, as described below, but also runs automatically when the game is turned on or software is installed. A warning will appear during software installation if there are hard drive issues that may hinder installation or cause damage to the game.

To initiate the test and access the reports, touch **Hard Drive Self Diagnostics** on the Diagnostics Menu. The next screen displays the hard drive S.M.A.R.T. test result as having “PASSED” or “FAILED”, and allows you to show or hide diagnostics details. With the **Show Details** option selected, the screen displays the status of each hard drive attribute being monitored. **Hide Details** shows only the overall test result.

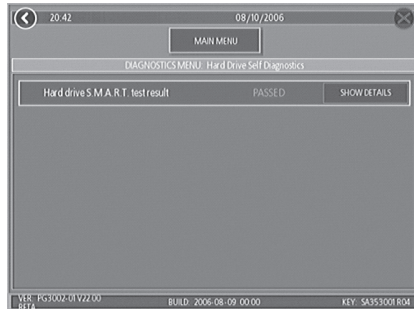


FIGURE 12 - HARD DRIVE SELF DIAGNOSTICS SCREEN

To Enter This Screen, Touch “Show Details” on the Hard Drive Self Diagnostics Screen

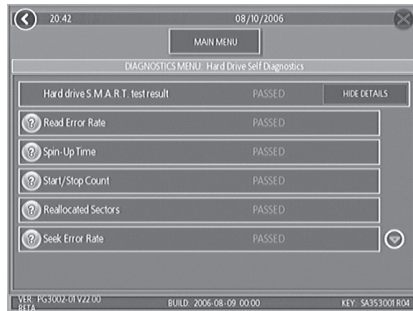


FIGURE 13 - SHOW DETAILS SCREEN

Reports

Each attribute displayed on the S.M.A.R.T. report will show a grade of “PASSED”, “FAILING NOW” or “FAILED IN THE PAST”, determined by the attribute’s rating in relation to its given threshold. By touching the green “?” to the left of each entry, operators can view the grade and rating of that attribute in the pop-up window. If the rating is above the threshold, the attribute has “PASSED”; if the value is below the threshold, it is “FAILING NOW”; and if the attribute was previously but is no longer below the threshold, it has “FAILED IN THE PAST”. Press **OK** at the pop-up to return to the list of attributes.

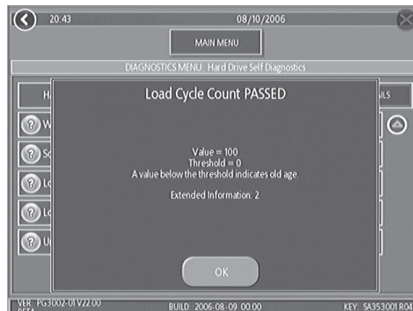


FIGURE 14 - ATTRIBUTE RATING POP-UP SCREEN

Presentation Menu

Operator Ad Screens

A total of 24 advertising screens can be created with the software and added to the game. The ads will appear along with the other attract screens when the game is in idle mode. Custom images for ad screens can also be added to the game using an appropriate storage device for your game (CD or DVD). Touch the green ? buttons on each screen for information on how to create ad screens and add custom screens to the machine.

In addition, a program for adding up to 120 additional ad screens can be downloaded from our Web site (www.meritgames.com) in the Support/Software Downloads section.

Video Sales Enabler (Ion games only)

Distributors and operators can show customers sales videos directly on the game. These videos can be accessed via the Options button on the Player Menu for easy presentation. To enable this feature, enter operator setup and touch **Presentation** and then **Options**.

Promotion Menu

The Promotion Menu is designed to encourage player interest. Use the Options button to enable the My Merit feature.

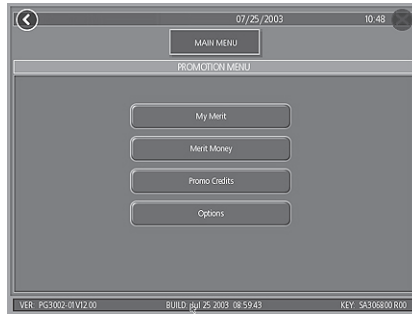


FIGURE 15 - PROMOTION MENU

My Merit

The My Merit feature allows individual players to create custom accounts, accessible via PIN numbers. Accounts can be created by touching the **My Merit** button on the Player Menu or by accepting the option to create an account after achieving a Hi Score.



FIGURE 16 - MY MERIT OPTIONS

Players will then have the choice to log in to their accounts through the My Merit button on the Player Menu and have personal data stored on the machine. Players can view their hi scores and the number of games they've played in the My Merit mode for the last year.

NOTE: My Merit data will be cleared when a software update is performed.

View Player Data

Touch **View Player Data** after selecting **My Merit** from the Promotion Menu to bring up a list of all players with My Merit accounts. Touching a player's name will bring up the PIN, total number of games played, and date the account was created. The **Show Hi Scores** button will display a list of the games on which the player has the hi score and the score itself. The operator can also reward the player with free credits on the View Player Data Screen.

Show Game Play Frequency

This feature shows the number of games played by each My Merit player. The operator can choose whether to display all totals or just those that fall within a certain date range.

Show Player Hi Scores

Selecting a game name under this feature will bring up the Hi Scores of each My Merit player for that game, as well as the date the score was achieved. The operator can choose whether to display all Hi Scores or just those that fall within a certain date range.

Megatouch Player and Operator Keys (Ion Games Only)

Megatouch Ion games use player keys to store gameplay and log in information and offer new features to players. Operator keys are used to make it easy for operators to enter setup to service machines.

Operator Keys

Operator Keys can be programmed to make it possible to access the Main Menu Screen without opening the game. Operator keys (with black handles) are provided with your Ion game. Additional Operator Key Kits (part number KAV-111-002-01) can be purchased from an authorized Merit distributor.

To program an Operator Key:

1. Press the **SETUP** button to enter the Main Menu Screen.
2. Touch **System** on the Main Menu Screen and then touch **Setup Operator Keys**.
3. Touch **Set Key**, then press the Operator Key to the key socket on the machine to save the key serial number on the game.
4. Choose a PIN for the key.

NOTE: The PIN for each operator key can be set to the same number, if desired. Additionally, one key can be used for any number of games.

Repeat these steps for each Operator Key. Once the key is programmed, simply touch a programmed key to the key socket and enter your PIN when prompted. The Main Menu Screen will then display.

Up to 4 different Operator Keys can be programmed on one game. To clear a programmed key, enter setup, touch **System** and then touch **Setup Operator Keys**. Touch the key to the key socket, then press the **Erase Key** button.

Player Keys

The Player Key stores My Merit and Tournament login information and Mega Level game levels and codes by touching the key to the key socket. Using a Player Key will also earn players a Megatouch Nation sweepstakes game each month. Players who reach a designated score can enter a drawing for a monthly prize.

Two player keys (with colored handles) are included with your Ion game to give to players to encourage use. Additional Player Key kits can be purchased from an authorized Merit distributor (part number KAV-111-001-01).

Merit Industries, Inc. Software License Agreement

Merit Industries, Inc. ("Licensor") is willing to license the enclosed software to you only if you accept all of the terms in this license agreement ("Agreement").

Ownership of the Software

1. The enclosed Merit® product, which may include but is not limited to the Megatouch® software program ("Software") and the accompanying written materials are owned by Licensor and are protected by United States copyright laws, patent laws and other intellectual property laws, by laws of other nations, and by international treaties.

Restrictions on Use and Transfer

2. If this Software package contains multiple media types (such as CD's, flash cards, hard drives, etc), then you may use only the type of media appropriate for your Machine. You may not use the other media types on another Machine, or transfer, or assign them to another user except as part of the permanent transfer of the Software and all written materials (as provided for below in paragraph 4).
3. You may make one copy of the software for backup purposes only. You may not copy or make backup copies of any software security key or software security device under any circumstances.
4. You may permanently transfer the right to use the Software and accompanying written materials (including the most recent update and all prior versions) if you retain no copies and the transferee agrees in writing to be bound by the terms of this Agreement. Such a transfer of this license to another party immediately terminates your license. You may not otherwise transfer or assign the right to use the Software, except as stated in this paragraph.
5. You may not operate or allow the operation of the Software at locations where the operation of such Software does not comply with all local, state, and other governmental body laws and regulations. You agree to not use or permit the use of the Software in violation of any U.S. Federal, state, or local laws or regulations or any foreign law or regulation, including laws regarding gaming, gambling or intellectual property rights in or concerning the Software.
6. You may not modify, adapt, translate, reverse engineer, decompile, disassemble the Software or create derivative works from the Software or any component thereof; nor may you remove, modify or hide or otherwise make unreadable or non-viewable any notice, legend, advice, watermark or other designation contained on the Software, component thereof, or output therefrom.
7. You agree that the Software and the authorship, systems, ideas, inventions methods of operation, documentation and other information contained therein, and all versions, modifications and adaptations thereto are proprietary intellectual properties of Licensor and are protected by civil and criminal law, and by copyright, trade secret, trademark and the patent laws of the United States and other countries.

Limited Warranty

8. Licensor warrants, solely for your benefit, that the Software will function in material conformity, with its accompanying documentation for a period outlined in Licensor's standard product warranty period after your receipt of the Software.

Licensor's Obligations Under Warranty

9. Licensor's sole obligation under the aforesaid warranty shall be to utilize commercially reasonable efforts to correct or modify such portion of the Software as to make it materially conform with the applicable documentation.

Grant Of License

10. Licensor grants to you a limited, non-exclusive license to distribute and/or use one copy of the Software on a single Merit ("Machine") accompanied by a single licensor factory authorized security key. Licensor reserves the right to update versions of the software and the content to the Machine as deemed appropriate by the Licensor. You are entrusted to maintain and protect your single licensor factory authorized security key, password, or other identification from being utilized by any third party, and you agree to be responsible for any use of the Software provided herein by a third party utilizing your identification. Licensor maintains the right to immediately terminate your License for reasons related to misuse or other non-conformity with the rules expressed herein. While Licensor does not routinely inspect Machines, Licensor also reserves the right to inspect or audit the Software from time to time in Licensor's sole discretion. To the extent that Licensor's access to the Software requires that Licensor also gain access to a Machine in which the Software is installed, you agree to promptly provide Licensor, when requested, with permission and aid in Licensor gaining access to the Machine.

Disclaimers

11. EXCEPT AS PROVIDED IN THE SECTION ENTITLED "LIMITED WARRANTY", LICENSOR MAKES NO OTHER PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, REGARDING OR RELATING TO THE SOFTWARE OR CONTENT THEREIN OR TO ANY OTHER MATERIAL FURNISHED OR PROVIDED TO YOU PURSUANT TO THIS AGREEMENT OR OTHERWISE AND LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SAID MATERIALS OR THE USE THEREOF. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW THE UNIFORM COMMERCIAL CODE OR OTHER UNIFORM LAWS SHALL NOT APPLY TO THIS AGREEMENT.

Limitation on Liability

12. IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CLAIM, DEMAND OR ACTION ARISING OUT OF OR RELATING TO THE SOFTWARE, ITS USE, INSTALLATION OR LICENSOR'S PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM, DEMAND OR ACTION. IN ADDITION, WITHOUT LIMITING THE FOREGOING, IN ALL EVENTS THE REMEDIES AVAILABLE TO YOU SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO LICENSOR FOR THE SOFTWARE.
13. IN NO EVENT WILL LICENSOR BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY LOSS OF PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE, MISUSE, BREACH OF THIS AGREEMENT OR INABILITY TO USE THE SOFTWARE.

General

14. The validity and construction of this Agreement and of the rights and obligations herein shall be determined and governed by the laws of the State of New York. By accepting the terms of this Agreement, you acknowledge and accept that the courts of New York, New York shall have exclusive jurisdiction and venue regarding any disputes arising with regard to this Agreement or arising out of activity or misuse of the Software.
15. Merit, in its sole discretion, may assign this agreement or any of its rights and obligations hereunder.
16. If you have any questions concerning this Agreement or wish to contact Licensor for any reason, please write: Merit Industries, Inc., 155 Rittenhouse Circle, Bristol, PA 19007, USA.

Contrat de licence de logiciel de Merit Industries, Inc.

Merit Industries, Inc. (ci-après le "Concédant") est disposé à vous accorder la licence d'utilisation du logiciel ci-inclus, à condition que vous vous engagiez à respecter tous les termes, clauses et conditions du présent contrat de licence (Contrat).

Droit de Propriété

1. Le produit Merit ci-joint contenant, mais ne s'y limitant pas, le logiciel Megatouch™ (ci-après le "logiciel") et toute la documentation écrite, restent la propriété du Concédant et sont protégés par : les lois de droits d'auteur des Etats-Unis, les lois s'appliquant aux brevets déposés et à la propriété intellectuelle, ainsi que par celles des autres pays et les traités internationaux.

Restriction d'Utilisation et Transfert

2. Si le présent logiciel comprend plusieurs types de composants (tels que CD-ROM, cartes flash, disques durs, etc), vous ne pouvez utiliser que ceux qui conviennent à votre appareil. Il est strictement interdit de les utiliser sur un autre appareil, les transférer -ou les céder à un autre utilisateur, sauf en cas de transfert permanent du logiciel et de toute la documentation écrite (comme indiqué ci-dessous au paragraphe 4).
3. Il est interdit de copier le logiciel, à l'exception d'une copie de sauvegarde. Il est aussi interdit de reproduire -ou faire des copies de sauvegarde des programmes de clé de sécurité ou autres fichiers de sécurité, quelles que soient les circonstances.
4. Vous pouvez céder en permanence à un tiers -le droit d'utiliser le LOGICIEL et toute la documentation écrite l'accompagnant, (ainsi que la plus récente mise à jour et toutes autres anciennes versions) seulement si vous n'en gardez aucune copie, et si le cessionnaire s'engage, par écrit, à respecter les termes, clauses et conditions du présent Contrat. Cette cession à un tiers met fin à votre licence immédiatement. Autrement, vous n'avez pas la permission de transférer ou d'accorder à un tiers le droit d'utiliser le présent logiciel, excepté que tel que décrit dans le présent paragraphe.
5. Il est interdit d'utiliser le présent logiciel ou de permettre son utilisation dans des emplacements où l'utilisation du présent logiciel n'est pas conforme aux lois et réglementations locales, nationales ou réglementations d'autres organismes gouvernementaux. Vous acceptez de ne pas utiliser ou d'autoriser l'utilisation du logiciel d'une manière enfreignant les lois ou réglementations s'appliquant à la propriété intellectuelle et au jeu, en vigueur aux Etats-Unis ou dans les autres pays du monde, y compris les lois de l'ensemble du logiciel.
6. Il est interdit de modifier, adapter, traduire, démonter, décompiler, désassembler le logiciel ou créer du matériel dérivé du logiciel ou de tout composant de celui-ci ; vous ne pouvez pas enlever, modifier ou cacher ou rendre illisible ou non-visible toute instruction, légende, information ou filigrane ou autre désignation qui apparaît dans le logiciel, composant dudit logiciel ou résultant dudit logiciel.
7. Vous convenez que le logiciel et les droits d'auteur, les systèmes, les idées, les inventions, les méthodes d'utilisation, la documentation et autre information incluse, ainsi que toutes les versions, modifications et adaptations qui s'y rattachent sont les propriétés intellectuelles du Concédant et sont protégées par le droit civil et pénal et par le droit d'auteur, le secret commercial, la marque déposée et le brevet aux Etats-Unis et dans les autres pays du monde.

Limite de Garantie

8. Le Concédant garantit seulement à votre intention, que le logiciel permettra une utilisation conforme, avec la documentation l'accompagnant, pendant la période de temps indiquée dans la période de garantie du produit standard du Concédant, à compter de la date de livraison du logiciel.

Responsabilité du Concédant aux termes de la Garantie

9. La seule obligation du Concédant aux termes de la garantie susmentionnée sera de faire tous les efforts commercialement raisonnables pour corriger ou modifier la partie du logiciel pour le rendre matériellement conforme aux spécifications de la documentation.

Concession de Licence

10. Le Concédant vous accorde le droit d'utiliser une seule copie par appareil Merit (ci-après "Appareil") accompagné d'une seule clé de sécurité autorisée en usine et fournie par le Concédant. Le Concédant se réserve le droit de mise à jour des versions du logiciel et du contenu de l'Appareil, quand il juge nécessaire de le faire. Il vous appartient également d'empêcher que les mots de passe ou autres codes et la clé de sécurité soient utilisés par un tiers. Vous acceptez d'assumer la responsabilité dans le cas de l'utilisation du logiciel par un tiers. Le Concédant se réserve le droit de résilier votre contrat de licence à tout moment dans l'éventualité d'une utilisation non-conforme aux clauses stipulées. Bien que le Concédant ne contrôle pas les appareils périodiquement, il se réserve toutefois le droit de contrôler le logiciel à tout moment et sans préavis de sa part. De surcroît, dans l'éventualité où le logiciel n'est accessible qu'à travers la machine dans laquelle il est installé, le licencié s'engage à donner libre accès au Concédant, ou ses représentants, à la machine et dans les plus brefs délais.

Exclusion de toute autre garantie

11. EXCEPTÉ COMME PRÉVU DANS LA SECTION INTITULÉE "LIMITE DE GARANTIE", LE CONCEDANT N'ASSURE AUCUNE AUTRE GARANTIE DE QUELQUE NATURE ET À QUELQUE TITRE QUE CE SOIT, EXPLICITE OU IMPLICITE, EN RAPPORT AVEC LE LOGICIEL ET LES COMPOSANTS QUI L'ACCOMPAGNENT OU, LE CAS ÉCHÉANT, TOUT SUPPORT OU MATÉRIEL FOURNI CONFORMÉMENT AU PRÉSENT CONTRAT EN PARTICULIER, LE CONCEDANT NE PEUT DONNER AUCUNE GARANTIE, DE QUELQUE NATURE QUE CE SOIT, POUR LA COMMERCIALISATION DE TOUS LES PRODUITS EN RAPPORT AVEC LE LOGICIEL OU AVEC L'UTILISATION DE CELUI-CI. DANS LA MESURE OU CELA EST PERMIS PAR LA LOI, LE CODE UNIFORME COMMERCIAL OU AUTRE LOI UNIFORME NE S'APPLIQUE PAS AU PRÉSENT CONTRAT.

Limite de Responsabilité

12. LE CONCEDANT NE SERA EN AUCUN CAS RESPONSABLE DE TOUTE RECLAMATION, DEMANDE OU ACTION RESULTANT DE OU EN RAPPORT AVEC LE LOGICIEL, SON UTILISATION OU SON INSTALLATION, OU LA PERFORMANCE OU MANQUE DE PERFORMANCE DU CONCEDANT EN VERTU DU PRÉSENT CONTRAT POUR TOUS DOMMAGES D'UNE NATURE QUI N'EST PAS PRÉSUMÉE PAR LA LOI ET QUI DOIVENT ÊTRE EXPRESSEMENT Prouvés, DOMMAGE INDIRECTS, DOMMAGES-INTERETS POUR PRÉJUDICE MORAL, QUE LE CONCEDANT AIT ÉTÉ AVISÉ OU NON DE LA POSSIBILITÉ D'UNE TELLE RECLAMATION, DEMANDE OU ACTION. DE PLUS, SANS LIMITER CE QUI PRÉCÈDE, LES DÉDOMMAGEMENTS À VOTRE DISPOSITION SERONT LIMITÉS AU MONTANT QUE VOUS AUREZ PAYÉ AU CONCEDANT POUR LE LOGICIEL.
13. LE CONCEDANT NE SERA EN AUCUN CAS RESPONSABLE : D'UNE RUPTURE DE CONTRAT, DES DOMMAGES, Y COMPRIS TOUTE PERTE DE PROFIT, PERTES D'ÉCONOMIE OU TOUS AUTRES DOMMAGES INDIRECTS OU DOMMAGES-INTERETS ACCESSOIRES DECOULANT DE LA MAUVAISE UTILISATION OU DE L'IMPOSSIBILITÉ D'UTILISATION DU LOGICIEL.

Dispositions Générales

14. La validité et la construction du présent Contrat et les droits et obligations ci-inclus seront déterminés et régis par les lois de l'état de New York aux États-Unis. En acceptant les dispositions du présent contrat, vous acceptez également que tous litiges ou revendications relatives seront réglés par voie d'arbitrage par un tribunal de l'état de New York, aux États-Unis.
15. Merit Industries se réserve le droit de transférer le présent Contrat à un tiers ainsi que ses droits et obligations ci-après.
16. Pour toutes questions concernant le présent Contrat -ou si vous désirez contacter le Concédant pour une raison quelconque, veuillez écrire à : Merit Industries, Inc., 155 Rittenhouse Circle, Bristol, PA 19007, États-Unis.

Merit Industries, Inc. Softwarelizenzabkommen

Merit Industries, Inc. („Lizenzgeber“) ist nur dann bereit Ihnen eine Lizenz für die beiliegende Software zu erteilen, wenn Sie alle Bestimmungen dieses Lizenzabkommens („Abkommen“) akzeptieren.

Eigentumsvorbehalt der Software

1. Das beiliegende Merit®-Produkt, welches das Megatouch® Softwareprogramm („Software“) beinhalten kann, aber nicht darauf beschränkt ist, und die schriftlichen Unterlagen sind Eigentum des Lizenzgebers und sind durch die Gesetze der Vereinigten Staaten und anderer Länder und durch internationale Verträge urheberrechtlich geschützt.

Beschränkungen im Gebrauch und Transfer

2. Sollte diese Softwarelieferung mehrere Medien enthalten (z.B. CD, Karten, Festplatten usw.), dürfen Sie nur die für Ihre Maschine angebrachte Medienart verwenden. Die anderen Medienarten dürfen nicht auf anderen Maschinen verwendet werden oder an Dritte übergeben werden, abgesehen von einem endgültigen Transfer der Software und aller schriftlichen Unterlagen (wie im untenstehenden Paragraphen 4 beschrieben).
3. Sie dürfen nur eine Sicherungskopie der Software herstellen. Unter keinen Umständen dürfen Sie einen Softwaresicherungsschlüssel oder Sicherungsmaßnahmen kopieren oder davon Sicherungskopien herstellen.
4. Sie dürfen das Nutzungsrecht für die Software und die schriftlichen Unterlagen (einschließlich der aktuellen Version und aller vorhergehenden Versionen) an Dritte übertragen, wenn Sie keine Kopie behalten und wenn der Empfänger die Bestimmungen dieses Abkommens in schriftlicher Form akzeptiert. Bei einem solchen Transfer der Lizenz an Dritte erlischt Ihre Lizenz umgehend. Abgesehen von den Bestimmungen dieses Paragraphen sind alle anderen Transfers oder Übertragungen der Nutzungsrechte für diese Software unerlaubt.
5. Sie dürfen die Software nicht benutzen oder eine Nutzung gestatten, wenn eine solche Nutzung der Software irgendwelche Gesetze und Verordnungen der kommunalen oder staatlichen Behörden verletzen würde. Sie verpflichten sich die Software nicht so zu nutzen oder nutzen zu lassen, dass sie damit gegen staatliche, Bundes- oder Lokalgesetze oder Bestimmungen der USA oder gegen ausländische Gesetze oder Bestimmungen, einschliesslich aller Gesetze bezüglich Glücksspiels, Spielens oder geistigen Eigentumsrechts der Software, verstossen.
6. Es ist Ihnen nicht gestattet, die Software abzuändern, zu verändern, zu übersetzen, rückumzuwandeln, zu dekompileieren oder zu zerlegen, oder aus der Software oder eines Teils davon andere Werke abzuleiten. Sie dürfen auch aus der Software, einem Bestandteil der Software oder aus den Datenausgaben der Software keine Hinweise, Bemerkungen, Ratschläge, Wasserzeichen oder andere Markierungen entfernen, verändern, verbergen oder auf andere Art unlesbar machen.
7. Sie akzeptieren, dass die Software und die Urheberschaft, die Systeme, die Ideen, Erfindungen, die Arbeitsweisen, die Dokumentation und alle anderen darin enthaltenen Informationen und alle Versionen, Veränderungen, und Bearbeitungen davon das geistige Eigentum des Lizenzgebers sind, und dass sie durch Straf- und Zivilgesetzgebung und durch die Copyright-, Geschäftsgeheimnis-, Warenzeichen- und die Patentgesetze der Vereinigten Staaten und anderer Länder geschützt sind.

Beschränkte Garantie

8. Der Lizenzgeber garantiert zu Ihren Gunsten, dass die Software für die angegebene normale Garantiezeit des Lizenzgebers nach Ihrer Annahme der Software in erheblicher Übereinstimmung mit der beiliegenden Dokumentation laufen wird.

Verpflichtung des Lizenzgebers im Rahmen der Garantie

9. Die ausschließliche Pflicht des Lizenzgebers im Rahmen der vorstehenden Garantie besteht darin, alle geschäftlich vertretbaren Schritte zu unternehmen, um Teile der Software zu berichtigen oder abzuändern, bis sie mit der beiliegenden Dokumentation erheblich übereinstimmen.

Übertragung der Lizenz

10. Der Lizenzgeber gewährt Ihnen eine beschränkte, nicht-ausschliessbare Lizenz zur Vertreibung und/oder Benutzung einer Kopie der Software auf einem einzelnen Merit™ („Gerät“) mit einem einzelnen werksmäßig gestatteten Sicherheitsschlüssel. Der Lizenzgeber behält sich das Recht vor, nach eigenem Ermessen die Software und den Inhalt der Maschine zu verbessern. Sie sind dafür verantwortlich ihren individuellen, vom Lizenzgeber werksmäßig gestatteten Sicherheitsschlüssel, ihr Passwort oder anderweitigen Identifikationsmechanismus instandzuhalten und abzusichern gegen die Nutzung durch eine dritte Partei, und sie akzeptieren die Verantwortung für jegliche Nutzung der besagten Software durch eine dritte Partei mithilfe ihres Identifikationsmechanismus. Obwohl der Lizenzgeber nicht regelmässig Maschinen inspiziert, behält sich der Lizenzgeber das Recht vor, ihre Lizenz umgehend zu kündigen aus Gründen des Missbrauchs oder bei Nichtbefolgung der Bestimmungen in diesem Vertrag. Der Lizenzgeber behält sich ebenfalls das Recht vor, die Software von Zeit zu Zeit nach eigenem Ermessen zu inspizieren oder zu überprüfen. Im Falle, dass der Lizenzgeber Zugang zu dem Gerät wünscht, in dem besagte Software installiert ist, erklären Sie sich bereit, dass sie dem Lizenzgeber, wenn nötig, Erlaubnis und Hilfe beim Zugang zum Gerät verschaffen.

Beschränkungen

11. ABGESEHEN VON DEN BESTIMMUNGEN DES PARAGRAPHEN „BESCHRÄNKTE GARANTIE“ GIBT DER LIZENZGEBER KEINE SONSTIGEN VERSPRECHEN, VERPFLICHTUNGEN ODER GARANTIEEN, OB AUSDRÜCKLICH ODER STILLSCHWEIGEND, FÜR DIE SOFTWARE ODER IHRE BESTANDTEILE ODER FÜR ALLE ANDEREN MATERIALIEN, DIE IHNEN IM RAHMEN DIESES ABKOMMENS ZUR VERFÜGUNG GESTELLT ODER ÜBERLASSEN WERDEN, UND DER LIZENZGEBER LEHNT AUSDRÜCKLICH ALLE ANSPRÜCHE AUF MARKTFÄHIGKEIT UND EIGNUNG DER BESAGTEN MATERIALIEN FÜR DEN GEWÖHNLICHEN GEBRAUCH AB. SOWEIT GESETZESMÄSSIG ZUGELASSEN, SOLLEN DIE HANDELSRECHTLICHE GESETZGEBUNG AUS DEM UNIFORM COMMERCIAL CODE ODER ANDERE GESETZE AUF DIESES ABKOMMEN NICHT ANWENDBAR SEIN.

Haftungsbeschränkung

12. DER LIZENZGEBER HAT KEINERLEI HAFTUNG BEI EINEM ANSPRUCH, EINER FORDERUNG ODER EINER KLAGE, DIE AUF NUTZUNG DER SOFTWARE, DEREN INSTALLIERUNG, DER LEISTUNG DES LIZENZGEBERS ODER DESSEN VERSAGEN IM RAHMEN DIESES ABKOMMENS FÜR JEGLICHE FOLGE-, INDIREKTE, SONDER- ODER NEBENSCHÄDEN BERUHEN, SELBST WENN DER LIZENZGEBER AUF DIE MÖGLICHKEIT EINES SOLCHEN ANSPRUCHES, EINER FORDERUNG ODER EINER KLAGE HINGEWIESEN WURDE. WEITERHIN UND OHNE BESCHRÄNKUNG DES LETZTEN SATZES, DÜRFEN IN ALLEN FÄLLEN DIE IHNEN ZUR VERFÜGUNG STEHENDEN ABHILFEN DIE VON IHNEN FÜR DIE SOFTWARE AN DEN LIZENZGEBER GEZAHLTE SUMME NICHT ÜBERSCHREITEN.
13. DER LIZENZGEBER HAT IN KEINEM FALLE EINE HAFTUNG IHNEN GEGENÜBER FÜR SCHÄDEN, EINSCHLIESSLICH ETWAIGER GEWINNVERLUSTE, NICHT REALISierter EINSPARUNGEN ODER ANDERER NEBEN- ODER FOLGESCHÄDEN, DIE AUS IHRER VERWENDUNG, MISSBRAUCH, VERLETZUNG DIESES ABKOMMENS ODER GEBRAUCHSUNFÄHIGKEIT DER SOFTWARE ENTSTEHEN.

Allgemein

14. Die Rechtsgültigkeit und Provisionen dieses Abkommens und der darin enthaltenen Rechte und Pflichten werden durch die Gesetze des Staates von New York bestimmt. Sollten sie diese Vereinbarungen annehmen, dann akzeptieren Sie, dass der ausschliessliche Erfüllungsort und Gerichtsstand bei den Gerichten von New York im Staat New York liegen hinsichtlich aller Streitigkeiten, die diesen Vertrag betreffen, oder die durch Leistung oder Missbrauch der besagten Software entstehen.
15. Merit kann nach eigenem Ermessen dieses Abkommen oder jedes der darin enthaltenen Rechte und Pflichten an Dritte abtreten.
16. Bei Rückfragen über dieses Abkommen oder wenn Sie den Lizenzgeber aus einem anderen Grund kontaktieren wollen, bitte schreiben an: Merit Industries, Inc., 155 Rittenhouse Circle, Bristol, PA 19007, USA.

Please read the enclosed license agreement. Operation of this game constitutes acceptance of the Merit Software License Agreement.

Veillez lire le contrat de licence d'utilisation ci-inclus. Si vous utilisez ce jeu, vous vous engagez à respecter les termes et conditions du contrat de licence d'utilisation du logiciel de Merit.

Bitte beiliegendes Lizenzabkommen durchlesen. Das Merit Software Lizenzabkommen tritt in Kraft, sobald dieses Spiel verwendet wird.