



**REMOTE APPLICATION SOFTWARE SUPPORT PLAN AGREEMENT
AND ENROLLMENT FORM**

Below - For CRS Use Only

CUSTOMER INFORMATION		CRS ENROLLMENT DATA	
Customer		CRS Customer #	
Address		Contract #	
City/State/Zip		Sales #	
Telephone		Effective Date	
Contact Person			

Cash Register Systems, Inc. ("CRS") will, on the terms and conditions stated on the following pages of this Agreement, will provide Remote Application Software Support ("RASS") for the software specified by the Customer and agreed to by CRS. This agreement becomes effective on the date of the last signature below.

Participation in the CRS RASS Plan entitles the Customer to obtain CRS technical support at predetermined annual rates for remote support services in lieu of CRS' standard hourly rates. RASS includes CRS' technical support for application software service assistance as may be generally available from CRS. An "incident" as used in this RASS Plan means a problem about a single subject raised during a support call for which a solution is requested. Multiple incidents may be initiated by a single call. Multiple calls may be placed concerning a single incident if the previous call did not result in a resolution. The RASS Plan for which CRS will provide support services are those indicated by the Customer in the table below. The fee will be invoiced annually per site. See the CRS Application Software Support Plan Policies for applicable discounts.

TABLE A: Indicate the RASS Plans which Customer are choosing to purchase by placing an "X" next to the appropriate application software in the table below.

Maitre’D Application Software Support Modules

	Product Description
X	Maitre’D Site License Support – Back Office & CD
	Maitre’D CVM
	Maitre’D Delivery Module
	Maitre’D Payroll Interface
X	Maitre’D Credit Card Authorization & Electronic Funds Transfer
	Maitre’D General Ledger Interface
x	Maitre’D Time & Attendance
	Maitre’D Scale Interface
X	Maitre’D Accounts Receivable
	Maitre’D Accounts Payable
	Maitre’D Kitchen Video Interface
	Maitre’D Corporate Communications
	Maitre’D Inventory
	Maitre’D Gift Card Interface
X	Datacap Net-e-Pay Software Support
	QSR ePic KVS S/W

CRS Remote Application Software Support Plan – Maitre’D Agreement

I have read and understand the terms and conditions herein. Software services (“Services”) for the products listed and all services hereafter obtained from CRS shall be furnished under the terms and conditions of this Agreement.

Customer’s Name

Authorized Signature

Title

Date

Cash Register Systems, Inc.

Authorized Signature

Title

Date

TERMS AND CONDITIONS

1.0 TELEPHONE SUPPORT SERVICES

- 1.1 CRS will provide Remote Application Software Support (“RASS”) Service Monday through Friday, between the hours of 8 a.m. and 5 p.m. Indiana East time for support request calls. Service provided outside this normal coverage period, if available, may be subject to an additional “after hours” fee billed to the Customer according to CRS’ then-current policy. The after hours fee is subject to change without notice.
- 1.2 Services under this Agreement are limited to the United States.
- 1.3 CRS does not assume the warranty obligations of any other manufacturer unless otherwise agreed in writing
- 1.4 Services provided by CRS hereunder do not include upgrades or corrections or sales tax changes promulgated by state or local authorities. Then only to the extent, CRS makes an upgrade or correction for a Product maintained under this Agreement generally available to its hardware maintenance customers, in which event CRS will make that upgrade or correction available to Customer on the same terms and conditions as it offers such customers.
- 1.5 This Agreement is subject to CRS’ then-current software and service policies (“Policies”). CRS will provide copies of the Policies to Customer upon request.
- 1.6 CRS will provide RASS Services in accordance with its then-current policies.

2.0 SOFTWARE CHANGES

- 2.1 Patches CRS will make available to Customer through a CRS electronic database and at no extra charge, available application software “Patches” that CRS generally makes available to its software service customers. CRS grants to Customer the right to use these Patches and Customer will be responsible to assist in the installation of Patches providing Customer hold valid licenses for the software. CRS will also supply a one-time notification of Patches via e-mail or similar media as released.
- 2.2 Updates If Customer has prepaid his RASS plan, CRS will, at Customer’s request and pursuant to an Incident, provide to Customer at no additional charge available software updates (“Updates”) that CRS makes generally available to its software service customers. CRS grants to Customer the right to use these Updates and Customer will be responsible to assist in the installation of Updates providing Customer holds valid licenses for the software. If Customer does not subscribe to the RASS Plan, requested Updates are separately chargeable at a license fee equal to CRS’ then-current rate, and such Updates may be distributed only to a specific Customer who has licensed the software.
- 2.3 License Patches and Updates are subject to the same license terms and conditions as those under which the original product was licensed to Customers (except for Customer’s limited right to use and copy and distribute as described in this section).

3.0 CUSTOMER’S RESPONSIBILITIES

- 3.1 Customer is responsible for (i) providing Customer’s data when requesting RASS services, (ii) assist with the installation, testing and operation of the Software and all fixes and updates, (iii) documenting Software problems, (iv) safeguarding all programs, data, and removable storage media before Service begins, (v) modems and telephone lines for CRS’ remote access and diagnosis of problems when necessary, and (vi) other actions described in the CRS Software Policies, which CRS will make available to Customer upon request. Customer acknowledges that CRS’ standard service charges do not include the costs or risks associated with those activities. **At the request of CRS, Customer must provide an original, unaltered, version of software for problem resolution.**

4.0 PRICES

- 4.1 Customer understands that the prices shown in Table A on page 1 of this Agreement are CRS’ 2005 rates and that those rates are subject to change without notice. CRS will use its best efforts to notify Customer thirty (30) days in advance of any changes. Customer’s RASS Plan prices will be protected during the duration of each plan’s term. CRS will charge Customer for other services and sales after CRS provides them at its then-current time and materials or other applicable rates, plus any applicable uplifts. CRS will add any applicable taxes to the invoices sent to Customer. CRS will provide its then-current Service rates and policies to Customer upon request.

5.0 BILLING AND PAYMENT

- 5.1 CRS will invoice Customer for RASS Plan charges annually in advance. CRS will invoice Customer for all non-covered calls. Invoices are due upon receipt. Customer’s failure to pay any invoice within thirty (30) days will entitle CRS to late payment fees or interest and to collection costs.

6.0 TERM AND TERMINATION

- 6.1 The initial term of Customer’s enrollment will be consistent with the RASS Plan option Customer’s purchase, (one year for annual RASS Plans) with both billing and quantities of entitled plans prorated to the anniversary date requested by Customer. Following the initial term, the enrollment will renew for successive one-year periods, as applicable. This agreement will remain in effect until (i) either party terminates by giving advance written notice at least sixty (60) days prior to the termination date. A cancellation surcharge equal to 12% of the annual maintenance agreement will also apply. Following CRS’ acceptance of Customer’s new RASS Plan order, the new RASS Plan will become effective (and the previous RASS Plan option for like products will terminate) at the next renewal date of the current RASS Plan enrollment.

CRS Remote Application Software Support Plan – Maitre'D Agreement

7.0 **GENERAL**

7.1 This Agreement states all the rights and responsibilities of, and supersedes all prior oral and written communications between, CRS and Customer concerning RASS service of the Products; however, if Customer has executed a CRS' Hardware Services Agreement, this Agreement will supplement, not replace, that agreement. The terms of this Agreement will prevail over any contrary provision of any purchase order or other correspondence Customer uses in connection with this Agreement. Customer and CRS may amend this Agreement only by a signed document that expressly refers to this Agreement.

7.2 Neither party will be in default or responsible for delays or failures in performance resulting from causes beyond that party's reasonable control.

7.3 CRS will perform its obligations under this Agreement in a professional manner consistent with this Agreement and CRS' published policies in effect at the time the Services are rendered. CRS' liability to Customer resulting from the performance of, or failure to perform Services is limited to reperforming those services. If CRS cannot successfully reperform Software Services or restore the Equipment to good operating condition, Customer may terminate the Agreement with respect to the Services not successfully performed and obtain a refund of Customer's most recent advance standard Service payment for those Services, which shall be Customer's sole remedy therefore. **CRS DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING, OR TRADE USAGE. CRS DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS IT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT ALL MALFUNCTIONS, DEFICIENCIES, OR ERRORS WILL BE CORRECTED; OR THAT PRODUCTS WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS. CRS'S SOLE OBLIGATION UNDER ANY WARRANTY IS LIMITED TO SUCH SERVICE OR REFUND.**

7.4 CRS shall not be liable for any expense or damage which Customer incurs, whether internal to Customer or paid by Customer to any third party, from a failure of the Products to function or due to any malfunction of the Products upon whatever cause of action any claim is based, except that CRS shall be liable for bodily injury, including death, and for direct damages up to \$1,000,000 per occurrence for physical damage to tangible property to the extent caused by the negligence or willful misconduct of CRS. **IN NO EVENT SHALL CRS BE LIABLE TO CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND OR FOR ANY DAMAGES RESULTING FROM THE PERFORMANCE OF THE PRODUCTS, A TEMPORARY OR PERMANENT LOSS OF USE OF THE PRODUCTS, A LOSS OR CORRUPTION OF DATA, OR A LOSS OF PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. CRS IS NOT LIABLE FOR LOSS OF FUNDS OR NEGOTIABLE INSTRUMENTS CONTAINED IN, DISPENSED BY, OR ASSOCIATED WITH, ANY PRODUCT. THE REMEDIES PROVIDED FOR OR REFERENCED IN THIS AGREEMENT ARE EXCLUSIVE; CUSTOMER AND CRS WAIVE ALL OTHER LEGAL AND EQUITABLE REMEDIES. The limitations of this Paragraph 7.4 shall survive the failure of any exclusive remedy.**

7.5 Any controversy or claim, including any claim based on contract, statute, tort, fraud, misrepresentation, or other legal theory arising out of or related to this Agreement and/or any contract hereafter entered into between Customer and CRS, or the breach thereof, or the furnishing of any product or service by CRS to Customer will be settled by arbitration. The Arbitration will be held in Indianapolis, Indiana and conducted by a single arbitrator under the then current rules of the American Arbitration Association. The arbitrator will be chosen from a panel of persons knowledgeable in business information and data processing systems. The arbitrator will not be authorized to award punitive or other non-compensatory damages to either party. The decision and award of the arbitrator will be final and binding and the award so rendered may be entered in any court having jurisdiction thereof. Any dispute subject to this Agreement will be initiated by the commencement of arbitration proceedings within two (2) years after the acts or occurrences giving rise thereto. If a party does not file a notice of arbitration within the requisite period, such claim will be waived and released; and the party will be forever barred from asserting such claim. The Federal Arbitration Act, 9 U.S.C. Sections 1 to 15, not state law will govern the arbitrability of all claims. All substantive matters will be governed by and construed under the laws of Indiana.