



SUBSCRIPTION UPGRADE AGREEMENT

This is a legal agreement between you, the SUBSCRIBER, specified in Addendum A of this agreement, and Action Systems, Inc., hereinafter "ASI". By accepting this agreement, you are agreeing to become bound by the terms and conditions set forth below.

1. DEFINITIONS

SOFTWARE shall mean the Restaurant Manager Point of Sale software and related add-on modules and/or interfaces created by ASI for use with or integrated to the Restaurant Manager Point of Sale software. RESELLER shall mean the company, entity, or person that is supporting the SOFTWARE at the SUBSCRIBER's site, usually the system integrator or value added reseller (VAR) that installed the SOFTWARE.

2. SUBSCRIPTION UPGRADES

ASI agrees to provide upgrade codes for all new versions of SOFTWARE that are released during the term of this agreement. Upgrade codes will be issued to SUBSCRIBER's RESELLER who will facilitate installation and training of each new release. In a case where SUBSCRIBER has no RESELLER, upgrade codes will be supplied directly to SUBSCRIBER along with an installation CD and instructions for installing each new release.

In addition, ASI will post software updates, patches and bug fixes on its web site and make them available to SUBSCRIBER via SUBSCRIBER's RESELLER while this agreement is in effect. In a case where SUBSCRIBER has no RESELLER, ASI will provide software updates and patches directly to SUBSCRIBER.

Fees relating to the installation, training, and support of SOFTWARE, or the installation, training and support of new releases and/or software patches are NOT covered under this agreement. Such fees may or may not be addressed under separate agreement(s) between SUBSCRIBER and SUBSCRIBER's RESELLER.

3. TERM, TERMINATION AND PAYMENT

The term of this Agreement ("Term") shall commence on the "Subscription Commencement Date" written below and shall continue in full force and effect for a period of one (1) year. The Term shall be automatically renewed for successive like periods unless either party notifies the other at least thirty (30) days prior to the expiration of the Term (or renewal Term, as the case may be).

SUBSCRIBER agrees to pay the enrollment fees stipulated in Addendum B for a minimum period of one year. ASI reserves the right to adjust the enrollment fees at the beginning of each renewal term. ASI will provide AT LEAST 30 days advance notice to SUBSCRIBER of any changes to the enrollment fees. If payment is not received by ASI at any point during the Term, SUBSCRIBER agrees to provide an alternate form of payment within five (5) days of notification or provide full payment for the remainder of the Term using certified funds (i.e., cashiers check, certified check, or money wire transfer).

4. LAPSE IN THE AGREEMENT

If this agreement lapses for any reason, SUBSCRIBER will NOT be allowed to execute a new agreement until they either a) purchase a software upgrade to the latest release, or b) pay the full amount of all lapsed payments and finance charges.

5. ADDITIONAL TERMS

In addition to the terms herein, SUBSCRIBER agrees to be bound by the Terms and Conditions of the "End User License Agreement" as stated in the SOFTWARE's back office module under "Help" "Show License Agreement."

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SUBSCRIBER: _____

Action Systems, Inc (ASI)

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

ADDENUMM A
SUBSCRIBER Information

Business Name: _____

Address: _____

City, State, Zip: _____

POS Stations: _____ # Handheld Stations: _____

Serial # on license: _____ Date Issued: _____

ADDENUMM B
Payment Information:

Monthly Subscription Fee: _____

TOTAL ANNUAL FEE: _____

Payments made: Monthly Quarterly Annually

Subscription Commencement Date: _____

Business Credit Card:

AMEX VISA MasterCard

Card Number: _____ Expiration: _____

Credit Card Billing Address: _____

City, State, Zip: _____

Name on Card: _____

Signature: _____