


Dunkin' QTimer® Purchase Agreement

Franchise Company Name:	Bill To Name:
Street Address:	Street Address:
City, ST., Zip.:	City, ST., Zip.:
Email:	Email:
Phone:	Phone:
Ship to different address than store	Store #:
Street Address:	Street Address:
City, ST., Zip.:	City, ST., Zip.:
Contact Name:	Contact Name:
Contact Phone:	Contact Phone:

Restaurant Brand/Chain: _____ Store Number: _____ Store Status: New/Existing: _____ Tentative Install Date: _____ Requested Ship by Date: _____ Menu Loop Detector: _____ # of Loops: _____ #1 IP Address: _____ #2 IP Address: _____ Subnet Mask: _____	POS Contact Name: _____ POS Contact Phone: _____ POS System/Version: _____ Backoffice System/Version: _____ WEB Reporting*: _____ *If Existing Customer: _____ Master Account User Name: _____ Gateway: _____ Primary DNS: _____ Secondary DNS: _____
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Details

Product ID	Product Description	Quantity	Price	Sub Total
TDM-QT1-K98 [DKN]	QTimer® Base Kit with ARK			
	QTimer® Software License ARK1123 PC Mickey Powercord 19" DVI/VGA Monitor LCD Swivel Wallmount 10' Patch Cable 6' HDMI to DVI Cable 30' Serial Data Acquisition Cable 50' 3.5MM Stereo Audio Cable M/F			
TDM-QT1-K08	Performance Board Monitor Kit			
	19" DVI/VGA Monitor LCD Swivel Wallmount 6' HDMI to DVI Adapter Cable			
TDM-QT1-S03	QTimer® Annual Software Maintenance with Performance Board*			
TDM-QT1-K07	Loop Detector Kit			
HPRAT-INSTALL-QT	QTimer® Installation Quote			
HPRAT-INSTALL-SCL	Saw Cut & Materials Installation Quote			
Install Contact Name & Email:		Applicable Tax/Shipping		TBD
Installation Questions? Contact US.installations@acrelec.com		Total		

Print Name _____ Date _____	 Brand Relationship Manager: 5490 Campbells Run Rd. Pittsburgh, PA 15205 877.334.9737 us.orders@acrelec.com
Signature _____	

END USER LICENSE AGREEMENT



ACRELEC AMERICA

EMAIL or FAX this form to:
us.orders@acrelec.com

This End User License Agreement ("Agreement") is entered into as of the order date ("Effective Date") by End User/Customer ("Customer") shown in signature block below.

- 1. Product License.** Acrelec America grants to Customer a perpetual nonexclusive software license for each of the products set forth on the Product Order Form/Signed Quote (the "Products") to use the Product(s) only at the facility(s) designated on the Acrelec America Order Information Form. A fee may be charged to transfer any license/product(s). Customer may not reverse engineer, decompile or create derivatives based on the Products.
- 2. Software Maintenance.** Acrelec America may, from time to time, make available updates to the licensed Product(s), which shall include corrections or enhancements for such Product(s) that are generally distributed to licensees of the Product(s). All such updates are licensed to Customer according to the same terms and conditions as this Agreement. Customer shall receive software maintenance, product names, and access to Acrelec America's portal for QTimer software for thirty-six (36) months from the date of shipment. **Customer agrees to purchase annual software maintenance for QTimer software for a minimum of three consecutive years and HyperView software maintenance for a minimum of five years.** Support shall only be provided as long the Customer has paid the applicable product license fee and/or maintenance fees.
- 3. Term and Termination.** This Agreement shall continue in effect for so long as Customer maintains a license for the Products and renews the support, after the initial term for such support. Acrelec America may terminate this agreement immediately for non-payment by Customer. If Acrelec America terminates this Agreement, all licenses granted to Customer shall be terminated.
- 4. Limited Warranty.** Acrelec America is not responsible for warranty services for problems in the Product(s) caused by malfunction of any non-Acrelec supplied hardware or software, or by modification or misuse of the Product(s) by Customer, or by failure by Customer to install the most current version of the Product(s) that have been provided by Acrelec America. ACRELEC AMERICA MAKES NO OTHER WARRANTIES OR INDEMNITIES OF ANY KIND, EXPRESS OR IMPLIED CONCERNING ANY PRODUCT LICENSED UNDER THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT. Subject to the payment of fees, Acrelec America warrants that the Product will substantially conform to its published specifications during the Term. Acrelec America's sole responsibility shall be to either repair or replace the Product.
- 5. Infringement Claims.** If an infringement claim were to occur, Acrelec America may, at Acrelec America's option (a) procure for Customer the right to continue to use the Product(s), (b) replace or modify the Product(s) to cure the infringement, or (c) terminate this Agreement and give Customer a credit equal to the remainder of the term.
- 6. Maximum Liability.** ACRELEC AMERICA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE LICENSE FEES PAID BY CUSTOMER FOR THE PRODUCT(S) WHICH RESULTED IN THE DAMAGE FOR THE PRECEDING TWELVE MONTHS. IN NO EVENT, SHALL ACRELEC AMERICA BE LIABLE FOR LOST DATA, SYSTEM DOWNTIME, LOSS OF PROFITS OR ANY OTHER SPECIAL CONSEQUENTIAL OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ACRELEC AMERICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7. Miscellaneous.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. The parties agree that the state and federal courts sitting in Pittsburgh, Pennsylvania shall have exclusive jurisdiction and venue regarding any matter arising from this Agreement. This Agreement sets forth the entire agreement and understanding of the parties. No amendment to, or any waiver of any rights under, this Agreement shall be effective unless signed in writing by the party to be charged. All notices and other communications must be in writing. Except for obligations to make payments, nonperformance of either party shall be excused to the extent the performance is rendered impossible by strike, fire, governmental acts, or any other reason beyond the control of the non-performing party. Customer may not transfer or assign this Agreement or any license granted hereunder to any other person, use the Product(s) at any other facility, or after the Product(s) in any way. This Agreement shall be binding upon an inure to benefit of the parties hereto and their permitted successors and assigns.

Authorized Signature: _____

Date: _____

Print Name: _____

Print Company Name and Billing Address:

Print Title: _____

Company Phone Number: _____

