QSRSoft Subscription Program Subscription Agreement

This QSRSoft Subscription Program Subscription Agreement (this "Agreement") is between the subscriber identified below ("Subscriber") and {{FUNDER_NAME}}, a {{FUNDER_JURISDICTION}} {{FUNDER_ENTITY_TYPE}}, as program funder under the QSRSoft Subscription Program ("Funder"). QSRSoft ("Supplier") supplies, installs and supports the Systems and is not a party to this Agreement.

Subscription Details

Subscriber legal name	Northgate Restaurant Group LLC
Principal address	200 Market St, Dallas, TX 75202
Application No.	200418
Store Nos.	2041, 2057
Locations (Store # / Address)	Restaurant #2041, 1800 Preston Rd, Plano, TX 75093 Restaurant #2057, 4201 Belt Line Rd, Addison, TX 75001
Systems	As listed in Exhibit A, by Location.
Initial Term	60 months from the Commencement Date (Section 2)
Subscription Fee	$714.42 per month in total across the Locations, payable in advance by ACH autopay (Section 3). The portion for each Location is shown in Exhibit A.
Break-fix Portion	$73.33 per month in total, being the part of the Subscription Fee attributable to the Supplier maintenance, repair and replacement services (Sections 3.6 and 10.2). The portion for each Location is shown in Exhibit A.

1. The Subscription

1.1 Subscriber subscribes to the Supplier equipment listed in Exhibit A (the "Systems") for use at the locations in the Subscription Details (each a "Location" and together the "Locations"). The subscription includes the Systems and the software, support, maintenance, repair and replacement services Supplier provides under its separate agreement with Subscriber (the "Supplier Services"). Supplier's maintenance, repair and replacement services end at the end of the Initial Term (Section 10.2).

1.2 Supplier alone is responsible for installing, supporting, maintaining and repairing the Systems and for their software. Funder assigns to Subscriber, for the Term, the benefit of any warranties Supplier gives Funder on the Systems. Funder does not manufacture, install, support or warrant the Systems or their software and grants no software rights.

1.3 **Multiple Locations.** This Agreement covers each Location listed in the Subscription Details and Exhibit A. The Installation Date, Commencement Date, Supplier Services, Break-fix Portion, Casualty, relocation, transfer, Early Upgrade, Early Termination, return and refresh provisions apply to each Location and the Systems installed there separately, and references to "the Location" and "the Systems" are read accordingly. The Subscription Fee is the total of the amounts shown for each Location in Exhibit A; where a Location's Systems are released, returned or transferred under this Agreement, the Subscription Fee is reduced by the amount shown for that Location. An Event of Default at any Location is an Event of Default under this Agreement.

2. Installation and Term

2.1 **Installation.** Supplier will install the Systems at the Location. The "Installation Date" is the date on which Supplier completes installation of the Systems at the Location, as confirmed in Supplier's installation completion notice. Subscriber accepts the Systems on the Installation Date. Any installation deficiency is addressed by Supplier under the Supplier Services and does not change the Installation Date or affect Subscriber's obligations to Funder.

2.2 **Commencement.** The "Commencement Date" is the Installation Date.

2.3 **Term.** The initial term is 60 months from the Commencement Date (the "Initial Term"), followed by the Continuation Period described in Section 10 (together, the "Term").

3. Fees and Payment

3.1

Subscription Fee. Subscriber will pay the Subscription Fee per month, in advance, as stated in the Subscription Details. Payments are due on the Commencement Date and on the same day of each payment period thereafter (or the last day of the month, if shorter). If the first invoice is issued after the Commencement Date, the Subscription Fee accrued from the Commencement Date is debited on the first invoice date and no late charge applies to that period. The Subscription Fee is fixed for the Initial Term, except that the Break-fix Portion may be adjusted under Section 3.6. During the Continuation Period the Subscription Fee is reduced by the Break-fix Portion as provided in Section 10.2.

3.2 **ACH autopay.** Subscriber will pay by ACH debit from the business bank account it links through the Portal, and authorizes Funder, and any servicer or assignee Funder designates in writing, to debit the Subscription Fee and other amounts due on their due dates. This authorization continues until all amounts due have been paid. Subscriber will keep the account funded and link a replacement account through the Portal before changing it. Debits will appear on Subscriber's bank statement under Funder's name.

3.3 **Late amounts.** Amounts not paid within five days after their due date bear a late charge of 5% plus interest at 1.5% per month (or the maximum lawful rate, if lower) until paid. Subscriber will reimburse Funder's reasonable collection costs, including attorneys' fees.

3.4 **Taxes.** The Subscription Fee excludes sales, use, rental, property and similar taxes on the Systems or the Subscription Fee, which Funder will invoice and Subscriber will pay. Funder is responsible for taxes on its own income.

3.5 **Unconditional obligation.** Subscriber's payment obligations are absolute and unconditional and not subject to abatement, set-off, deduction, counterclaim or defense of any kind, including any claim against Supplier or any loss, damage or unavailability of the Systems. Claims against Supplier are pursued against Supplier and do not affect payments to Funder. This Agreement is non- cancellable by Subscriber except as permitted in Sections 8, 9 and 10.

3.6 **Break-fix Portion.** The Break-fix Portion in the Subscription Details is the part of the Subscription Fee attributable to the maintenance, repair and replacement services Supplier provides under its separate agreement with Subscriber. Supplier may adjust that amount in accordance with the terms of that agreement. On Supplier's notice to Funder, Funder will adjust the Subscription Fee by the same amount from the effective date stated in the notice and will notify Subscriber of the adjusted Subscription Fee through the Portal. Any question about an adjustment is between Subscriber and Supplier and does not affect Subscriber's obligation to pay the adjusted Subscription Fee under Section 3.5.

4. Ownership and Filings

4.1 Funder owns the Systems. Funder has purchased the Systems from Supplier and retains title throughout the Term. Subscriber has the right to use the Systems at the Location during the Term in accordance with this Agreement, and no option to purchase them. Subscriber will not sell, lend or encumber the Systems or permit any lien on them other than Funder's. The Systems remain personal property even if attached to a building, and Subscriber will obtain any landlord or mortgagee waiver Funder reasonably requests.

4.2 **Quiet enjoyment.** So long as no Event of Default is continuing, neither Funder nor anyone claiming through Funder will interfere with Subscriber's use of the Systems.

4.3 **Location.** Subscriber will keep the Systems at the Location. With Funder's prior approval requested through the Portal, Subscriber may relocate them to another restaurant it operates in the United States, with Supplier performing the de-installation and re- installation.

4.4 **Filings; precautionary grant.** Subscriber authorizes Funder to file financing statements giving notice of Funder's ownership of the Systems and interest in this Agreement. If this Agreement is determined not to be a true lease, Subscriber grants Funder a first- priority security interest in the Systems and all proceeds, including insurance proceeds, to secure its obligations.

4.5 **Finance lease.** The parties intend this Agreement to be a "finance lease" under UCC Article 2A: Subscriber selected the Systems and Supplier as supplier, and Funder acquired the Systems for this Agreement. To the extent permitted by law, Subscriber waives the lessee rights and remedies in UCC Sections 2A-508 through 2A-522 and looks instead to Supplier under Section 1.2.

5. Use, Care and Risk of Loss

5.1 **Use.** Subscriber will use the Systems only at the Location and for its restaurant operations, in accordance with Supplier's documentation and applicable law, and will not modify them without Supplier's approval. Subscriber will provide the power, connectivity and site conditions the Systems require and give Supplier reasonable access for installation, service, inspection and removal.

5.2 **Risk of loss; Casualty.** Subscriber bears the risk of loss, theft, damage or destruction of the Systems from any cause, other than a defect or failure for which Supplier is responsible under the Supplier Services, from delivery until return. If a System is lost, stolen, destroyed or damaged beyond economic repair (a "Casualty"), Subscriber will notify Funder through the Portal within 10 days and pay the Stipulated Loss Value shown for that System in Exhibit A; that System is then released and the Subscription Fee is reduced by the amount allocated to it. Replacement systems may be subscribed under a new agreement. A Casualty does not otherwise suspend or reduce the Subscription Fee.

6. Insurance

Throughout the Term Subscriber will maintain (a) all-risk property insurance covering the Systems for their full replacement value and (b) commercial general liability insurance customary for restaurant operations. By signing this Agreement Subscriber confirms this coverage is in place. Subscriber will cause its property insurer to name Funder and its assigns as loss payee on the Systems, as their interests may appear, and to give Funder at least 30 days' notice of cancellation. Funder may request proof of insurance, including the loss payee endorsement, at any time, and Subscriber will provide it within 10 business days. Loss payee status is not a condition to the Commencement Date or to any payment obligation. If Subscriber does not maintain the required coverage, Funder may obtain coverage protecting its interest and Subscriber will reimburse the premium.

7. Information

7.1 **Subscriber's information.** Funder will use the business, credit, contact and payment information Subscriber provides to approve, administer, service, collect and enforce this Agreement and comply with law, and may share it for those purposes with its servicer, Supplier, its financing sources and assignees, credit reporting agencies and advisers. Subscriber authorizes Funder to obtain business credit reports on it during the Term.

7.2 **Pricing.** The pricing and terms of this Agreement are confidential, except for disclosure to advisers, financing sources and assignees, as required by law, or to enforce this Agreement.

8. Transfer to a New Operator

8.1 If Subscriber sells or transfers the restaurant at the Location, Subscriber may transfer this Agreement to the new operator if Funder approves the new operator under its then-current credit and know-your-customer (KYC) requirements and the new operator signs Funder's assumption agreement. On the effective date of the assumption the new operator succeeds to Subscriber's rights and obligations and Subscriber is released from obligations arising after that date.

8.2 Otherwise, Subscriber will not assign this Agreement, sublease the Systems or part with possession of them, voluntarily, by merger or by operation of law, without Funder's prior written consent. A change in control of Subscriber is treated as a transfer requiring approval under Section 8.1.

9. Early Upgrade and Early Termination

9.1 **Early Upgrade.** During the Initial Term Subscriber may request to replace the Systems with new Supplier systems under a new agreement. If Funder approves, the Early Termination Amount, calculated to the installation date of the new systems, is rolled into the new agreement or, at Subscriber's election, paid on that date; this Agreement ends on that date; and Supplier removes the Systems when it installs the new ones. Subscriber pays the Subscription Fee through that date, with no overlap.

9.2 **Early Termination.** Subscriber may end this Agreement before the end of the Initial Term on at least 30 days' notice through the Portal by paying the Early Termination Amount and all other amounts then due on the termination date and returning the Systems under Section 11. Quotes are available through the Portal.

9.3 "Early Termination Amount" means the present value, discounted at 3% per year, of the Subscription Fees remaining for the Initial Term after the termination date.

10. End of the Initial Term

10.1 **Notice.** Funder will notify Subscriber through the Portal at least 90 days before the end of the Initial Term of the options in this Section.

10.2 **Continuation.** Unless Subscriber has elected to terminate or refresh, this Agreement continues after the Initial Term on the same terms (the "Continuation Period"), except that (a) Supplier's maintenance, repair and replacement services end at the end of the Initial Term and are not provided during the Continuation Period, and (b) the monthly Subscription Fee is reduced by the Break-fix Portion then in effect. Supplier's software services continue under Subscriber's separate agreement with Supplier. Funder may end the Continuation Period on at least 180 days' notice, in which case Subscriber will return the Systems under Section 11 or, if offered, enter into a new agreement for replacement systems.

10.3 **Terminate and return.** Subscriber may end this Agreement at the end of the Initial Term, or at the end of any month during the Continuation Period, on at least 90 days' notice through the Portal, without a termination fee, and will return the Systems under Section 11.

10.4 **Refresh.** Subscriber may replace the Systems with new Supplier systems under a new agreement effective at the end of the Initial Term or during the Continuation Period; this Agreement then ends on the installation date of the new systems.

10.5 **No purchase option.** Subscriber has no right to purchase the Systems at any time.

11. Return of the Systems

11.1 Within 10 days after this Agreement ends, Subscriber will de-install, pack and ship the Systems, at its cost and risk, following the instructions Funder or Supplier provides at that time, to the U.S. location they designate, in the condition Section 5 requires, ordinary wear and tear excepted, with all components and accessories.

11.2 If the Systems are not returned or retrieved when required, the Subscription Fee continues to accrue at the same monthly rate, and Subscriber continues to bear risk of loss, until Funder or Supplier receives them.

12. Default and Remedies

12.1 **Events of Default.** Each of the following is an "Event of Default": (a) Subscriber fails to pay any amount within 10 days after its due date; (b) Subscriber fails to perform any other obligation and does not cure within 30 days after notice; (c) Subscriber transfers, relocates, encumbers or abandons the Systems other than as permitted; (d) any representation or information provided by Subscriber (or any guarantor) is materially false when made; (e) Subscriber (or any guarantor) becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject of a bankruptcy, receivership or similar proceeding; (f) Subscriber's franchise agreement for the Location is terminated, or Subscriber permanently ceases operations at the Location, without a transfer under Section 8; or (g) an Event of Default occurs under any other agreement between Subscriber and Funder under the QSRSoft Subscription Program.

12.2 **Remedies.** If an Event of Default is continuing, Funder may, after written notice to Subscriber, do any or all of the following: (a) terminate this Agreement; (b) recover, as liquidated damages for loss of bargain and not as a penalty, the Early Termination Amount (or, during the Continuation Period, the current month's Subscription Fee) plus all other amounts due, with interest at the rate in Section 3.3; (c) require return of the Systems under Section 11 or, with or without legal process and without liability for doing so, enter the Location during business hours and repossess them; (d) recover its enforcement costs, including reasonable attorneys' fees and the costs of repossession, storage and disposition; and (e) exercise any other remedy at law or in equity. If Funder recovers the Systems, it will credit the net proceeds it actually receives from re-leasing or selling them, after costs, against amounts owed. Remedies are cumulative, and waiver of one default is not waiver of another.

13. Disclaimers, Limitation of Liability and Indemnity

13.1 Funder is not the manufacturer, installer, supplier or servicer of the Systems and makes no representation or warranty about them or their software, express or implied, including merchantability, fitness for a particular purpose, quality, condition, uptime or compliance with law. AS BETWEEN FUNDER AND SUBSCRIBER, THE SYSTEMS ARE PROVIDED "AS IS." Subscriber's remedies for any defect, failure or outage are against Supplier under its agreements with Supplier.

13.2 Neither party is liable to the other for indirect, incidental, special, consequential or punitive damages or lost profits, revenue or data, however caused. Funder's total liability under this Agreement will not exceed the Subscription Fees paid in the 12 months before the claim arose. These limits do not apply to Subscriber's payment obligations, including under Sections 5.2, 12 and 13.3.

13.3 Subscriber will indemnify Funder, its assignees and their affiliates, officers, employees and agents against third-party claims, losses and expenses (including reasonable attorneys' fees) arising from the possession, use, operation or condition of the Systems, or from Subscriber's breach of this Agreement or violation of law, except to the extent caused by the indemnified person's gross negligence or willful misconduct or a defect for which Supplier is responsible. This indemnity survives the Term.

14. Assignment by Funder

Funder may sell, assign or grant a security interest in all or part of its interest in the Systems, this Agreement and its payments without notice to or consent of Subscriber, and Subscriber will pay as directed under Section 3.2. An assignee acquires Funder's rights but none of its obligations, which remain with Funder unless the assignee expressly assumes them in writing. Subscriber will not assert against an assignee any claim, defense, set-off or counterclaim it has against Funder or Supplier, and will on request confirm to an assignee the status of this Agreement and the amounts paid and owing.

15. Subscriber's Representations

Subscriber represents that: (a) it is duly organized, in good standing and authorized to enter into this Agreement, and its signatory is authorized; (b) it operates the restaurant at the Location; (c) the Systems will be used solely for business purposes; (d) the financial and other information it has provided is true and complete, and it will provide updated financial statements on reasonable request, not more than annually absent an Event of Default; and (e) this Agreement does not violate any agreement binding on it, including its franchise and lease agreements.

16. Portal, Electronic Records and Notices

16.1 The QSRSoft Portal (the "Portal") is the primary channel for this Agreement, including statements, notices, elections under Sections 8 through 11 and support requests. Subscriber will keep a current administrator and email address in the Portal and agrees to its terms of use. Communications from Funder under this Agreement may be issued in the name of the QSRSoft Subscription Program on Funder's behalf, with the same effect as if issued by Funder.

16.2 Subscriber consents to receive all communications and notices under this Agreement electronically, through the Portal or by email, and to sign this Agreement and related documents electronically. Electronic signatures and records have the same effect as originals.

16.3 Notices to Subscriber are effective when posted to the Portal and emailed to the address on file; notices of default, termination or acceleration will also be sent to Subscriber's principal address. Notices to Funder are effective when received through the Portal or at Funder's address on the signature page.

17. Governing Law and Jury Waiver

This Agreement is governed by Delaware law, without regard to conflict-of-laws rules. Each party submits to the non-exclusive jurisdiction of the state and federal courts in Delaware, and Funder may also sue to recover the Systems or enforce this Agreement where the Location is situated. EACH PARTY WAIVES TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATING TO THIS AGREEMENT.

18. General

18.1 **Entire agreement; amendments.** This Agreement, including its Exhibits, is the entire agreement between the parties on its subject matter and supersedes prior proposals and communications; terms in any Subscriber purchase order do not apply. Amendments and waivers must be in writing signed by both parties. This Agreement binds Funder only when countersigned.

18.2 **Independent parties.** Funder and Supplier are independent; neither is the agent of, or may bind, the other. Supplier may not modify this Agreement (other than by adjusting the Break-fix Portion under Section 3.6) or waive or defer any payment to Funder.

18.3 **Chattel paper.** To the extent this Agreement is chattel paper under the UCC, no interest in it may be created by transfer or possession of any counterpart other than the one marked "Original" or, for electronic records, the authoritative copy maintained by Funder or its servicer.

18.4 **Further assurances.** Subscriber will sign the documents and take the actions Funder reasonably requests to protect its interest in the Systems and this Agreement.

18.5 **Force majeure.** Neither party is liable for delay in performing a non-monetary obligation caused by events beyond its reasonable control. Payment obligations are not excused.

18.6 **Severability; survival; counterparts.** If any provision is unenforceable, the rest remains in effect. Sections 3, 4.4, 11, 12, 13, 14 and 17 survive the Term. This Agreement may be signed in counterparts.

Confirmations

☐ Subscriber maintains the insurance required by Section 6. This includes property insurance covering the Systems for their full replacement value, with Funder named as loss payee.

Signatures

SUBSCRIBER
Northgate Restaurant Group LLC

By: _____
Name: Dana Whitfield
Title: Director of Operations
Date: _____

FUNDER
{{FUNDER_NAME}}
As program funder under the QSRSoft Subscription Program.

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A — Systems by Location

Store No. 2041 — Restaurant #2041, 1800 Preston Rd, Plano, TX 75093, per QSRSoft quote QS-10421 dated November 16, 2026.

Line	Part number	Description	Qty	Unit price	Stipulated Loss Value (per unit)
1	KSK-22-CT	Self-Order Kiosk 22" — Counter-Top	3	$3,500.00	$3,500.00
2	WTY-5Y-AR	5-Year Advance Replacement Warranty w/ Onsite Technician	3	$550.00	n/a

Subscription Fee for this Location: $241.79 per month, in advance (QSRSoft quote subtotal $12,150.00, excluding sales tax, which Funder invoices under Section 3.4, × illustrative 60-month rate factor 0.0199). Break-fix Portion for this Location: $27.50 per month (warranty lines $1,650.00 ÷ 60 months).

Store No. 2057 — Restaurant #2057, 4201 Belt Line Rd, Addison, TX 75001, per QSRSoft quote QS-10422 dated November 16, 2026.

Line	Part number	Description	Qty	Unit price	Stipulated Loss Value (per unit)
1	KSK-22-FM	Self-Order Kiosk 22" — Floor-Mount	5	$4,200.00	$4,200.00
2	WTY-5Y-AR	5-Year Advance Replacement Warranty w/ Onsite Technician	5	$550.00	n/a

Subscription Fee for this Location: $472.63 per month, in advance (QSRSoft quote subtotal $23,750.00, excluding sales tax, which Funder invoices under Section 3.4, × illustrative 60-month rate factor 0.0199). Break-fix Portion for this Location: $45.83 per month (warranty lines $2,750.00 ÷ 60 months).

Total across 2 Locations: Subscription Fee $714.42 per month; Break-fix Portion $73.33 per month. The rate factor and Stipulated Loss Values are placeholders until the Financing Partner supplies its rate card and SLV table.

Stipulated Loss Value per Section 5.2. Sample schedule: SLV equals the unit price shown, declining per the Funder's SLV table once provided.