SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement ("Agreement") is entered into by and between ParTech, Inc., and its subsidiaries ("ParTech"), having a place of business at PAR Technology Park; 8383 Seneca Turnpike; New Hartford, New York 13413-4991, and the Customer executing the Agreement below ("Customer") to use and access certain Licensed Software and the ParTech Services both as defined herein. This Agreement is effective as of the date of Customer's signature below ("Effective Date"). By executing this Agreement, Customer agrees to be bound by the terms and conditions of this Agreement, including any Schedules, as applicable only for the Software and ParTech Services (as defined herein) which Customer is licensing and/or purchasing access to in accordance with any applicable Sales Order (as defined herein).

1. DEFINITIONS. Terms not otherwise defined herein shall have the meanings set forth below.

a. "Documentation" means the standard user guide, manual or other explanatory materials provided to Customer by ParTech regarding any ParTech Services, as such materials may be modified or updated by ParTech from time to time.

b. "Licensed Software" means any licensed desktop software or device software that acts as the interface with the hosted environment, including any application programming interfaces (APIs) thereto, all as may be updated, modified, or otherwise changed by ParTech at any time, for access and use hereunder in accordance with this Agreement, as may be updated, modified, or otherwise changed by ParTech at any time; provided however, if Customer is using the API to communicate directly to any ParTech Services to export or import Customer Data (as defined in the Subscription Services Terms) into the ParTech Services, or Customer is using the API to communicate directly to the ParTech Services through a Third Party Service to export or import Customer Data (as defined in the Subscription Services Terms) into the ParTech Services using an integration developed by Customer (or developed by a third-party on Customer's behalf), Customer will be required to pay additional Fees to ParTech for the use of such API. If required, Customer will be issued a security key to access the API ("API Key").

c. "PAR® Clear Drive-Thru Communications Services" means the subscription software services available through a hosted environment for access and use hereunder, including operational metrics, remote monitoring and maintenance, in connection with the use of ParTech's drive-thru communications hardware, and other related services, as may be updated, modified, or otherwise changed by ParTech at any time.

d. "PAR® Drive-Thru Timer Services" means the subscription software services available through a hosted environment for access and use hereunder, including operational metrics, remote monitoring and maintenance, and real-time customizable metrics in connection with the use of ParTech's drive-thru timers, and other related services, as may be updated, modified, or otherwise changed by ParTech at any time.

e. "PAR OPS® Services" (Back Office) means the subscription software services for restaurant operations management available through a hosted environment for access and use hereunder, including, back office services (workforce and inventory management) and other related services, as may be updated, modified, or otherwise changed by ParTech at any time.

f. "PAR OPS® Services" (Insights and Delivery) means the subscription software services for restaurant operations management available through a hosted environment for access and use hereunder, including customer data driven insights, sales, labor and guest experience insights, loss detection, and delivery service provider relationship management (reconciliation and/or delivery), and other related services, as may be updated, modified or otherwise changed by ParTech at any time. If elected by Customer, the PAR OPS Services (Insights and Delivery) may include the +Recovery Services to assist Customer in disputing delivery losses and reclaim amounts from delivery service providers ("PAR OPS Services +Recovery Services").

g. "PAR Ordering™ Services" means the subscription software services available through a hosted environment for access and use hereunder, for consumer ordering (online and mobile), including PAR Ordering Link and other related services, as may be updated, modified, or otherwise changed by ParTech at any time.

h. "PAR® Pay™ Services" means the subscription software services available through a hosted environment for access and use hereunder, for payment processing, including the PAR Pay store place portal, as may be updated, modified, or otherwise changed at any time.
i. "PAR Payment Services" means payment processing services for in-store, mobile, and online payments for Customer and its Franchisees using the PAR Pay Services or a third-party payment processing gateway to process debit and credit cards or gift cards through Customer's or Franchisee's selected processor, including real-time reporting, as may be updated, modified, or otherwise changed by ParTech at any time. Purchases of PAR Payment Services by Customer for its locations or by a franchisee for its locations shall be subject to the execution of the PAR Payment Services Terms and Conditions with ParTech's Affiliate, PAR Payment Services, LLC.
j. "PAR POS™ Menu Maintenance Services" means the services provided directly to Customer to manage the Customer location database and the Franchisee location database, including menu items, discounts, promotions and coupons for the PAR POS Services,, as may be updated, modified, or otherwise changed by ParTech at any time.
k. "PAR POS™ Services" means the subscription software services available through a hosted environment for access and use hereunder for point of sale, including API Services (as defined in PAR POS API Services), and other related services, as may be updated, modified, or otherwise changed by ParTech at any time.
l. "PAR® Punchh® Services" means the subscription software services available through a hosted environment for access and use hereunder for online and mobile loyalty programs, including other related services, all as may be updated, modified, or otherwise changed by ParTech at any time.
m. "ParTech Products" means collectively the Licensed Software and the ParTech Services.
n. "ParTech Services" means collectively, the PAR POS Services, the PAR OPS Services, the PAR Clear Drive-Thru Communications Services, the PAR Drive-Thru Timer Services, the PAR Ordering Services, the PAR Pay Services, and the PAR Punchh Services, as subscribed to by Customer.
o. "Pricing Addendum" means any addendum agreed to by the Parties, including specific customer commitments (e.g., exclusivity, minimum commitment), pricing as identified in any Pricing Schedule therein, and any pricing incentives provided by ParTech to Customer in consideration of such commitments.
p. "Pricing Schedule" means any specific discounts from list price provided by ParTech to Customer in consideration for any specific customer commitments as identified in the Pricing Addendum.
q. "Support Services" means all other services provided under this Agreement in connection with the ParTech Services, including software development, project management, implementation, including implementation of PAR Pay Services with Customer's third-party payment processing provider (if applicable), advertising, marketing, installation and training.
r. "Third Party Services" means any platform, add-on, service, or product not provided by ParTech that Customer elects to integrate or enable for use with any of the ParTech Services at any time.
s. "Third Party Software" means any software residing on any on-premises device that interoperates with any Third Party Services or the ParTech Services, as may be updated, modified, or otherwise changed at any time.

2. ORDERS.

a. Direct from ParTech. Customer may purchase a license or acquire access to certain ParTech Products as referenced on the sales order by accepting a sales order, order form, or proposal as provided by ParTech ("Sales Order") or by submitting a written purchase order ("Purchase Order") to ParTech. Sales Orders and Purchase Orders are collectively "Orders", and each an "Order". This Agreement will apply to an Order. In the event of any conflict between the terms and conditions of an Order and the terms and conditions of this Agreement, the terms and conditions of this Agreement will control unless the Order expressly states that it is overriding a specific conflicting term of this Agreement. Purchase Orders issued by Customer to ParTech are solely for identifying the ParTech Products and the Support Services (as defined herein) to be purchased or licensed, as applicable, requesting activation dates and quantities, and specifying the ship-to and bill-to address. All other terms on any Purchase Order shall have no force or effect. No Order shall be deemed effective until accepted by ParTech and Customer, and ParTech may evidence its acceptance by providing Customer a license and/or access, as applicable, to the ParTech Products. All Orders are non-cancellable by

Customer. The total amount due as set forth in any Order may be increased or decreased based on required configuration changes (e.g., additional subscriptions for ParTech Services are added by Customer) ("Configuration Changes") after Customer's approval of the Order. Customer agrees for any particular location identified in the Order that ParTech may increase the total set forth in any Order by up to $2,500 for Configuration Changes without further authorization from Customer. Any increase that exceeds $2,500 for Configuration Changes will require either Customer's e-mail authorization or a new signed Order.

b. In-Direct from ParTech Reseller. Pursuant to a separate agreement between Customer and an authorized reseller of ParTech ("Authorized Reseller") (including the applicable ordering document between Customer and such Authorized Reseller, the "Reseller Agreement"), Customer may purchase a license or acquire access to ParTech Products from such Authorized Reseller to be provided by ParTech. In such event, this Agreement specifies the terms and conditions under which such ParTech Products will be provided to Customer by ParTech, apart from price, payment and other terms specified in such Reseller Agreement. Notwithstanding anything to the contrary in this Agreement, if Customer purchases a license or acquires access to the ParTech Products or obtains any other services through an Authorized Reseller, then (i) Customer shall pay the Authorized Reseller all applicable fees in accordance with the Reseller Agreement; (ii) the Reseller Agreement is between Customer and the Authorized Reseller and is not binding on ParTech, and any dispute related to the Reseller Agreement shall be handled directly between Customer and the Authorized Reseller; and (iii) any claims for credits hereunder, shall be submitted by Customer to Authorized Reseller. In the event of any conflict between this Agreement and a Reseller Agreement, this Agreement will govern as between ParTech and Customer.

c. Features and Functionality. Customer agrees that its purchase of a license and subscription for access to any of the ParTech Services hereunder is not contingent upon the delivery by PAR of any future features or functionality, or dependent upon any oral or written public comments made by PAR regarding future features or functionality of the ParTech Services.

3. USAGE AND ACCESS RIGHTS.

a. License. Subject to the terms and conditions of this Agreement, ParTech grants to Customer a personal, nonexclusive, limited, nontransferable, nonsublicensable, right and license during the Term (as herein defined) to (i) access and use the ParTech Services, as applicable, in object code form only, solely for Customer's internal business purposes and solely for use by such employees or agents of Customer (A) who are authorized by Customer to access or use the ParTech Services, as applicable, for Customer's internal business purposes and (B) to whom a password-protected account for use of the ParTech Services, as applicable, has been created by or on behalf of Customer (each, an "Authorized User") (for clarity, Authorized Users do not include third-parties or direct competitors of ParTech), (ii) install the Software (as applicable) on ParTech hardware or other hardware expressly approved by ParTech as compatible with the Software and run the Software for the purpose of connecting to and using the ParTech Services, as applicable, and as permitted by the terms and conditions of this Agreement; and (iii) to use and copy the Documentation, as may be modified or updated by ParTech from time to time.

b. Non-Production Environment and Pre-Releases. ParTech may, from time to time, subject to the payment of additional Fees, provide Customer with a non-production lab environment to give Customer the opportunity to review and evaluate new features and functionality of pre-released versions of the Software and the ParTech Services, as applicable, in a sandbox environment for a limited period of time (each, a "Pre-Release"). The foregoing license shall not apply to Pre-Releases, and Customer may not use any Pre-Releases in live production environments. To the extent ParTech provides any Pre-Release to Customer, ParTech grants to Customer a personal, nonexclusive, limited, nontransferable, nonsublicensable, right and license during the Term (or such shorter period as ParTech may specify) solely for Customer's internal evaluation purposes to allow Customer to provide feedback to ParTech relating to the applicable Pre-Release.

c. Deployment. Customer acknowledges and agrees that Customer is solely and exclusively responsible for ensuring the ParTech Services, including Customer's menu, integrations, labor scheduling, inventory, offers and campaigns (as applicable) are properly configured prior to Customer deploying the ParTech Services to production.

4. SCOPE AND RESTRICTIONS.

a. Restrictions. Customer shall not, directly, or indirectly, use, or allow others to use, any ParTech Products and Documentation in any manner other than as expressly allowed in this Agreement. Customer may not (i) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the ParTech Products or their structural framework or extract, reconstruct, or derive the parameters, weights, architecture, or training data of any artificial intelligence or machine learning model incorporated in the ParTech Products, (ii) sell, rent, lease, distribute, redistribute, transfer, sublicense, subcontract, translate, license or grant any rights to any ParTech Products or the Documentation (including without limitation allowing any distribution or sublicense of the ParTech Products or Documentation or other access to any ParTech Products by any person or entity that is not an Authorized User, or processing data using any ParTech Products on behalf of third parties or any affiliated entities), (iii) use any ParTech Products in a hosted or managed services environment, except as expressly permitted by this Agreement, (iv) remove any proprietary notice, labels, or marks on or in the ParTech Products or the Documentation, (v) disable or circumvent any access control or related device, process or procedure established with respect to the ParTech Products, (vi) use the ParTech Products in any manner that does or could potentially undermine the security of any ParTech Products or other products or services, (vii) provide the ParTech Products or the Documentation to any third-party without ParTech's prior written consent (which may be subject to a license fee), (viii) use any robot, spider, site search or retrieval mechanism or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of any ParTech Products, (ix) harvest or collect information about or from other users of any ParTech Products (x) probe, scan or test the vulnerability of any ParTech Products, or breach the security or authentication measures of any ParTech Products, (xi) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of any ParTech Products (xii) modify or create derivative works of any ParTech Products or the Documentation (and any modified or changed portion of any ParTech Products or the Documentation shall be deemed ParTech Products or Documentation and subject to this Agreement), (xiii) attempt to gain unauthorized access to any ParTech Products or its related systems or networks, (xiv) use any ParTech Products in whole or in part for any illegal purpose, (xv) access or use any ParTech Products to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (xvi) use any ParTech Products other than in accordance with all applicable laws, rules and regulations; or (xvii) facilitate or encourage any violations of this Section. Customer shall (A) take all reasonable precautions to prevent unauthorized or improper use of any ParTech Products, (B) not interfere with or disrupt the integrity or performance of any ParTech Products, (C) not attempt to gain unauthorized access to any ParTech Products or any related systems or networks, and (D) not create Internet "links" to any ParTech Products or "frame" or "mirror" any content therein.

b. Additional Restrictions. Customer shall not, and not attempt to, defeat, avoid, bypass, remove, deactivate, or otherwise circumvent, or otherwise interfere with, modify, or disable, any protection mechanisms, features, functionality, or security controls of any ParTech Products.

c. Acceptable Use Policy. Customer acknowledges that ParTech engages third party suppliers to host the ParTech Services and may change such suppliers from time to time. Customer shall use the ParTech Services in accordance with such suppliers' acceptable use policy as made available by ParTech to Customer from time to time ("AUP"), and the AUP is incorporated into this Agreement in its entirety as if fully set forth herein. As of the Effective Date, ParTech's hosting provider for all the ParTech Services, excluding the PAR OPS Services, is AWS and for the PAR OPS Services is Microsoft Azure ("Azure") and Customer shall comply with AWS' AUP found at https://aws.amazon.com/aup/ and Azure's Terms of Use ("TOU") found at https://www.azure.microsoft.com/en-us/legal, as applicable to the ParTech Products ordered by Customer. Customer acknowledges that the supplier's AUP may change at any time and from time to time, and that it is Customer's responsibility to review the current supplier's AUP regularly to ensure Customer's continued compliance.

d. Customer Security and Requirements. Customer shall ensure the security of its account ID, password, and

connectivity with the ParTech Services, including any API Key issued to Customer, and shall use commercially reasonable efforts to prevent unauthorized access to its account in the ParTech Services. If any administrative account ID or password is stolen or otherwise compromised, Customer shall immediately change the password and inform ParTech of the compromise. Customer acknowledges that responsibility for all Customer Data (as herein defined), text, information, messages, and other material submitted by its Authorized Users to the ParTech Services lies solely with Customer. Customer is solely responsible for the accuracy and completeness of the Customer Data and all activity in its account in the ParTech Services. ParTech may change the authorization method for access to the ParTech Services if it determines in its sole discretion that there are circumstances justifying such changes. ParTech is not responsible for loss of any data in transmission or improper transmission by Customer or its Authorized Users. As between the parties, Customer is responsible for obtaining and maintaining all computer hardware, software, communications, and equipment needed to access and use the ParTech Services, and for paying all associated third-party access charges.

e. Monitoring and Use of Data. ParTech may monitor all use of the ParTech Services. ParTech may immediately suspend provision of or access to the ParTech Services at any time, without notice to Customer and without liability, if ParTech suspects or becomes aware that the ParTech Services or the use thereof may infringe or violate any third-party rights or may violate applicable laws. ParTech may suspend Customer's and its Authorized Users' access to and use of the ParTech Services to comply with applicable laws, or upon having reason to believe that any improper activity or any potential damage to any ParTech Products, customers, or consumers is associated with Customer's or its Authorized Users' use of or access to the ParTech Services. ParTech may gather operational telemetry and usage analytics data for the purpose of optimizing and improving the ParTech Services, including identifying trends and the formulation of statistics, and training, developing, and improving artificial intelligence and machine learning models, algorithms, and related technologies incorporated into or used in connection with the ParTech Services; provided that any Customer Data used for such purposes shall first be de-identified and aggregated in accordance with Section 11.c of these Terms.

f. Changes to ParTech Products. ParTech reserves the right, without prior notice to Customer, to supplement or replace or otherwise make changes of any kind or nature to the ParTech Products at any time in ParTech's sole discretion, including changes to meet applicable laws or any industry standard requirements, and changes incorporating artificial intelligence or machine learning features or functionality. ParTech shall have no obligation to supplement or otherwise make changes to prior versions of the Software in use by Customer.

g. IP Addresses. ParTech may assign Internet Protocol ("IP") addresses to the Customer for its use in connection with the ParTech Services. The Customer has no right to use IP addresses not assigned to it or to use IP addresses in any manner not permitted by ParTech in connection with the use of the ParTech Services. ParTech maintains control of all IP addresses that are assigned to the Customer and reserves the right to change or remove them at its sole and absolute discretion, provided that ParTech gives Customer at least thirty (30) days' prior notice of such change to the extent feasible. ParTech acknowledges that changes to IP addresses may occur (for example, at the request of the American Registry for Internet Numbers ("ARIN")), or as ParTech may reasonably require (e.g., for its operational purposes, capacity planning, scaling, etc.). The parties acknowledge that the allocation of IP addresses is restricted by the policies of ARIN, and that said policies dictate that name-based hosting must be used whenever possible. ParTech reserves the right to periodically review IP address usage and revoke authorization to use those IP addresses not being utilized or where name-based hosting could be used to comply with ARIN policies.

5. SUPPORT SERVICES, SERVICE LEVELS AND SECURITY.

a. Customer Support. Subject to Customer's payment of the applicable Fees, ParTech shall provide Customer with technical support services for the PAR POS Services and PAR Pay Services, the PAR OPS Services, the PAR Punchh Services, and the PAR Ordering Services, respectively, the terms of which are incorporated into this Agreement by this reference as if set forth herein and may be updated, modified, or otherwise changed by ParTech at any time ("Technical Support Services").

b. Service Level Commitments. ParTech shall use commercially reasonable efforts to make the ParTech Services, including any applicable API Services, available in accordance with the service levels set forth in the Service Level Commitments located at PAR POS Services, at PAR POS API Services, at PAR Pay Services, at PAR Punchh Services, and at PAR Ordering Services, respectively, the terms of which are incorporated into this Agreement by this reference as if set forth herein ("Service Level Commitments").

c. Noticeable Events. In order to maintain the Service Level Commitments set forth in subsection b. above to Customer on an ongoing basis during the Term of the Agreement, Customer shall provide ParTech with at least six (6) weeks' notice of any special promotions or events which Customer reasonably anticipates may exceed the API Rate Limits (if any), ("API Rate Limits", collectively the "API Order Request Rate Limit" and the "API Data Request Rate Limit", both as defined in Schedule B-1-B and the "Warrantable Usage Rate" as defined in Schedule B-1-D) for each of the API Services for the ParTech Services ("Noticeable Event(s)") to allow ParTech, at its option, to perform load testing prior to such Noticeable Event. Notifications can be sent to the Customer Success Team as assigned by ParTech to Customer. Upon notification from Customer, Customer shall provide ParTech with such additional information as reasonably requested by ParTech to determine if any load testing should be performed, including a description of the event, dates of the event, expected traffic patterns, expected increase in orders, etc. If ParTech elects to do load testing and ParTech determines that such Noticeable Event may exceed the API Rate Limits applicable to each of the ParTech Services, ParTech may, at ParTech's discretion, provide Customer with a proposal for the additional cost to add temporary infrastructure to the applicable ParTech Services specifically for Customer to ensure the Service Level Commitments can be met during the Noticeable Event. If (i) ParTech recommends that Customer add additional temporary infrastructure for the Noticeable Event based on ParTech's load testing and Customer does not; or (ii) Customer fails to notify ParTech of a Noticeable Event as provided herein, and the load exceeds the API Rate Limits for the applicable ParTech Services, then ParTech's failure to meet the Service Level Commitments during the Noticeable Event shall not be a breach of the Agreement.

d. Security. ParTech shall protect Customer Data within the ParTech Services (as specified therein) in accordance with ParTech's current Security Overview, the terms of which are incorporated into this Agreement by this reference as if set forth herein (also a "Security Overview") and shall provide at least commercially reasonable security measures and controls. ParTech shall protect and secure the Customer Data and Transaction Data (both as defined herein) within the PAR Pay Services in accordance with the requirements of the PCI-DSS.

e. Professional Services. Customer may, from time to time, request professional services from ParTech related to Customer's use of the ParTech Services, including managed services, data pipeline services, campaign services, project management, training, implementation, and integration services. At Customer's request, these services may be provided to Customer by ParTech for additional Fees under a separate statement of work as agreed upon by the parties, which statement of work will be governed by the terms and conditions of this Agreement.

6. PAR PAY SERVICES SUPPLEMENTAL TERMS.

a. Store and Forward Functionality. The PAR Pay Services offer functionality that enables Transaction Data to be stored in a payment device in the event the payment device's connection to the processor is lost, and to forward the Transaction Data upon reconnection with the processor (commonly known as "Store and Forward" or "SAF" functionality). Customer may, in its discretion, enable SAF functionality and set available parameters for number and value of Transactions that may be stored through the PAR Pay Services. In the event that SAF Transaction Data stored in a payment device is not forwarded to the processor as desired, Customer may request that ParTech attempt to recover the SAF Transactions. Upon such a request, ParTech may, in its discretion, use commercially reasonable efforts to recover any SAF Transaction Data stored in a payment device, provided that ParTech does not represent or warrant that recovery (in whole or in part) is possible or will be successful. Any SAF recovery efforts by ParTech will be chargeable on a time and material basis or at such other prices as may be quoted by ParTech from time to time. ParTech disclaims, and Customer releases ParTech from, any liability resulting from Customer's

election to enable SAF functionality or ParTech's SAF recovery efforts. PARTECH DISCLAIMS, AND CUSTOMER RELEASES PARTECH FROM, ANY AND ALL LIABILITY RESULTING FROM CUSTOMER'S ELECTION TO ENABLE SAF FUNCTIONALITY OR PARTECH'S SAF RECOVERY EFFORTS, INCLUDING ANY LOSS OF TRANSACTION DATA OR REVENUE.

7. PAR PUNCHH SERVICES AND PAR ORDERING SERVICES SUPPLEMENTAL TERMS.

a. Privacy Policy. If Customer is collecting Customer Personal Information (as defined in the Data Processing Addendum) directly from data subjects (as defined by applicable law) through the PAR Punchh Services, Customer must provide ParTech with a privacy policy compliant with applicable law, that ParTech can include as part of any Customer App (as defined below) at or before the point of collection (the "Privacy Policy"). Customer represents and warrants that the Privacy Policy will comply with all applicable laws and sufficiently describe ParTech's processing of Customer Personal Information herein and as otherwise required in connection with ParTech's delivery and Customer's use of the PAR Punchh Services.

b. Consumer Communications. For individuals participating in Customer's Promotional Programs, Customer may send such individuals emails, SMS messages, phone calls (whether by automated means or otherwise), and other types of communications for marketing and other commercial purposes (collectively, "Consumer Communications") through the PAR Punchh Services, the PAR Ordering Services, or as otherwise agreed to by Customer and ParTech. Customer represents, warrants and covenants that it will be solely responsible and liable for (i) the content of Consumer Communications, including any Customer Data therein, and (ii) obtaining all consents required by the Telephone Consumer Protection Act of 1991 (47 U.S.C. § 227) and any other applicable laws and regulations to send, transmit or otherwise distribute any Consumer Communications to individuals (collectively, "Consumer Communications Content and Consents"). Regardless of any current or prior assistance that ParTech provided to Customer regarding Consumer Communications Content and Consents, including any assistance related to any "opt-in" or "opt-out" consent mechanisms, ParTech will not be responsible or liable for, and Customer agrees to indemnify, defend and hold harmless ParTech and its affiliates and its and their officers, directors, employees and agents from and against any Claims incurred or suffered by ParTech and its affiliates and its and their officers, directors, employees and agents in connection with, Consumer Communications Content and Consents.

c. Customer App

d. Development. If agreed to by ParTech and Customer, ParTech will develop a mobile application or online-ordering application ("Customer App") for Customer as specified in a statement of work which shall include detailed specifications for such Customer App. Customer will provide ParTech with all information and assistance specified in the applicable statement of work or otherwise reasonably requested by ParTech to assist ParTech in the development of the Customer App. As betwe

e. approvals and registrations under Customer's name, and (iii) enter into all agreements and provide all other consents or acknowledgements required by each App Store for the approval or registration of the Customer App. Customer acknowledges and agrees that its ability to exploit and distribute the Customer App is dependent upon and subject to obtaining and maintaining all required approvals and registrations from each App Store and that Customer shall be solely responsible for obtaining and maintaining all such approvals and registrations. If Customer's failure to obtain approvals or registrations for the Customer App results from issues with the Customer App, ParTech will take reasonable steps to rectify the issues such that Customer will be able to obtain approvals and registrations.

f. Terms and Conditions. Customer shall prepare and provide a set of terms and conditions ("User Terms") applicable to the Customer App. Customer will ensure that all Customer App users agree to be bound by the User Terms before accessing or using the Customer App. All User Terms will be consistent with the terms of this Agreement and will include all licenses, consents, and permissions from each Customer App user necessary to provide Customer and ParTech with all applicable rights granted under this Agreement. Customer acknowledges that ParTech may require additional terms applicable to participation by Customer App users in the Promotional Programs to be included in the User Terms, such terms to be provided by ParTech and to be approved by Customer.en Customer and ParTech, ParTech shall own all right, title and interest in and to the Customer App. The Customer App has optional features, including security features,

which may be configured by Customer. Customer will be solely responsible for ensuring that the Customer App is configured properly in accordance with Customer's policies and procedures.

g. Approvals. Customer will be responsible for submission of the Customer App to each applicable app store (e.g., the Apple App Store, Google Play, etc.) specified in the applicable statement of work (each, an "App Store") and for obtaining all registrations (including domain name registrations if applicable) and other approvals necessary for distribution of the Customer App through each App Store or hosting of the Customer App. ParTech shall provide reasonable assistance to Customer in the submission and approval or registration of the Customer App upon request. Unless otherwise specified in an applicable statement of work, Customer shall (i) submit the Customer App, along with any required documents or information, to each applicable App Store and provide timely responses to all requests for additional information necessary for the registration or approval of the Customer App by each App Store, (ii) make all such submissions and obtain all such

h. Distribution. Customer will be responsible for all distribution of the Customer App through each App Store. Customer will distribute the Customer App solely through App Stores that have approved or registered the Customer App and at all times in compliance with all requirements of such App Stores, all applicable User Terms, and the terms of this Agreement. Additionally, ParTech agrees to comply with all requirements of such App Stores and the terms of this Agreement.

8. PAR OPS SERVICES +RECOVERY SERVICES SUPPLEMENTAL TERMS.

a. Permissions. CUSTOMER UNDERSTANDS AND AGREES THAT, IN PROVIDING THE PAR OPS RECOVERY SERVICES, PARTECH WILL BE ACTING ON CUSTOMER'S BEHALF WITH EACH OF CUSTOMER'S DELIVERY SERVICE PROVIDERS (EACH A "DSP"). Customer hereby appoints ParTech to engage in the PAR OPS Recovery Services on Customer's behalf with each DSP. Customer is solely responsible for obtaining and maintaining all permissions, authorizations, and licenses necessary for ParTech to provide the PAR OPS Recovery Services, including ParTech's access of any DSP portal ("DSP Portal") used to provide the PAR OPS Recovery Services.

b. No Guarantee. CUSTOMER UNDERSTANDS AND AGREES THAT THERE IS NO GUARANTEE THAT THE PAR OPS RECOVERY SERVICES WILL RESULT IN ANY REVENUE, PROFIT, OR RECOUPMENT OF COSTS FOR CUSTOMER AS A RESULT OF PARTECH DISPUTING ANY CLAIM WITH A DSP.

c. Warranty. Customer hereby represents and warrants: (a) Customer has obtained, and will maintain during the Term of this Agreement, all authority and permissions necessary for ParTech to access the DSP Portals identified in the Order; (b) Customer is authorized by each DSP identified in the Order to allow and authorize ParTech to access the DSP Portal, and any DSP-provided information or data, as required to perform the PAR OPS Recovery Services; (c) Customer has all rights, permissions, and authority necessary, with respect to the DSP, and any agreement between Customer and the DSP, to itself engage in the conduct and actions that ParTech will be engaging in on Customer's behalf in performing the PAR OPS Recovery Services; and (d) ParTech's performance of the PAR OPS Recovery Services does not, and will not, violate any agreement between Customer and any DSP, or any intellectual property or other rights of any DSP.

d. Notice. Customer will notify ParTech immediately if Customer becomes aware, or has a reasonable belief, that ParTech's provision of the PAR OPS Recovery Services: (a) violates applicable laws, rules, or regulations; (b) violates any agreement between Customer and DSP; or (c) violates the intellectual property rights or other rights of any DSP or other third party.

9. CONFIDENTIALITY.

a. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" of a Party to this Agreement means information or materials disclosed or otherwise provided by such Party ("Discloser") to the other Party ("Recipient") during the Term, including, but not limited to: (i) information relating to the business of the Discloser, including hardware configurations, sales, financial, marketing, products, identity of suppliers, partners or customers, and product or supply pricing information, (ii) any unannounced product(s) or service(s) of the Discloser; (iii) all information and reports that may be generated

by the Discloser pursuant to this Agreement; (iv) interim reports and work product that may be generated by the Discloser in connection with this Agreement; (v) proprietary methodologies, techniques and tools of the Discloser; (vi) Customer Data (as defined herein); (vii) certain proprietary, technical and business information furnished to a Party by third parties on a confidential basis; and (viii) any other information or materials that are designated as "confidential", or that the Recipient knows or has a reasonable belief should be treated as confidential. ParTech's Confidential Information includes, without limitation, the Licensed Software, the ParTech Services, any documentation related to the ParTech Products, and the pricing and other terms and conditions of the Agreement or any related agreement with Customer; provided however, Customer may disclose the pricing and other terms and conditions of this Agreement to franchisees as necessary to fulfill its obligations under this Agreement. The non-disclosure of the pricing, terms or conditions of this Agreement shall survive expiration or termination of this Agreement.

b. Protection of Confidential Information. The Recipient must (i) protect the Discloser's Confidential Information using the same degree of care that it uses to protect the confidentiality of its own confidential and proprietary information (but in no event less than reasonable care) and (ii) not disclose or use any Confidential Information of the Discloser for any purpose other than to perform its obligations and exercise its rights under this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to (A) its affiliates; and (B) those of its or its affiliates' employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Section 9 and who are advised of the confidential nature of the Discloser's Confidential Information. Recipient will be responsible for compliance with these confidentiality obligations by all persons and entities to which it discloses the Discloser's Confidential Information.

c. Exceptions. The parties shall have no obligation hereunder with respect to any information that is (i) already known to the Recipient at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known thereafter through no wrongful act of the Recipient; or (iii) subsequently disclosed to the Recipient on a non-confidential basis by a third party not having a confidential relationship with the Discloser and which third party rightfully acquired such information. A disclosure of Confidential Information shall not be a violation of this provision if it is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided, to the extent legally permissible, the Recipient provides prompt notice of any such subpoena, order, etc. to the Discloser so the Discloser has the opportunity to obtain a protective order, and the Recipient discloses only that information which, in the reasonable opinion of its counsel, is required to be disclosed.

d. Obligations. Both parties shall maintain as confidential and shall not disclose (except to its or its affiliates employees, contractors, attorneys, accountants, and other professional advisors on a need-to-know basis, and who have in turn been advised of the confidentiality obligations hereunder) or, except as otherwise provided in the Data Processing Addendum, use the other party's Confidential Information for purposes other than in performance of this Agreement. Each party shall protect the other party's Confidential Information with the same degree of care a prudent person would exercise to protect its own confidential information and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof, but with not less than reasonable care. Each party shall be liable under this Agreement to the other for any use or disclosure in violation of this Section 9.d by persons or entities to which it discloses the other party's Confidential Information.

e. Return of Confidential Information. Upon written request following the effective date of any termination or expiration of this Agreement, the Receiving Party will immediately return to the Disclosing Party all Confidential Information or destroy all Confidential Information and certify to such destruction of the Disclosing Party's Confidential Information embodied in tangible form. Notwithstanding the foregoing, the Receiving Party may retain (a) Confidential Information to the extent it is not reasonably practicable to return or destroy such Confidential Information because it has been stored as part of an electronic backup tape, storage or retrieval system and (b) Confidential Information reasonably necessary for the Receiving Party to exercise its rights or perform its obligations that survive termination or expiration of this Agreement;

provided, however, that any such retained Confidential Information remains subject to the obligations under this Section 9.

10. USE OF CUSTOMER TRADEMARKS. Customer agrees to permit ParTech (and hereby grants to ParTech a license) to use, on a limited, non-exclusive, non-transferable, non-sublicensable basis, certain marks owned or licensed to Customer or one of its affiliates (the "Marks") for the Term of this Agreement for displaying Customer's logo on ParTech's website, in sales presentations, and in investor materials. ParTech shall abide by Customer's guidelines for the use of the Marks as provided by Customer to ParTech from time to time. Except as provided above in this Section, neither party may use the Marks of the other party, without the other party's prior consent.

11. PROPRIETARY RIGHTS.

a. Reservation of Rights. All rights not expressly granted to Customer herein are expressly reserved by ParTech and/or its third-party licensors, as applicable. As between the parties, the ParTech Services, the Software (including any software enhancements made to the ParTech Services or the Software as may be requested by Customer), all related processes, algorithms, user interfaces, know-how, techniques, designs and other tangible and intangible technical material or information and content therein (other than Customer Data, as defined herein, and the Documentation (collectively, "ParTech Items") are and will remain the exclusive property of ParTech and/or its third-party licensors and suppliers, as applicable, and ParTech and/or its third-party licensors and suppliers, as applicable, will retain ownership of all copyrights, patents, trademarks, trade secrets, know-how, databases, and other intellectual property rights relating to or residing in the ParTech Items and any updates, improvements, modifications and enhancements (including error corrections and enhancements) thereto, and all derivative works thereof, and Customer will have no right, title, or interest in or to the same. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of ParTech's or its third-party licensors' existing or future rights in or to the ParTech Items. ParTech's and/or its third-party licensors trade names, trademarks, service marks, titles, and logos, and any goodwill appurtenant thereto, shall be owned exclusively by ParTech and/or its third-party licensors, as applicable, and shall inure solely to the benefit of ParTech and/or its third-party licensors, as applicable.

b. Feedback. Customer hereby assigns to ParTech and/or its third-party licensors, as applicable all right, title and interest in and to all feedback, suggestions, ideas, improvements and other comments provided by Customer and Authorized Users to ParTech and/or its third-party licensors, as applicable, relating to the ParTech Services (excluding Customer Data and Transaction Data) (collectively, "Feedback"), and ParTech and/or its third-party licensors, as applicable, will have the unrestricted right to use and disclose Feedback into and in connection with the ParTech Products, including for the training, development, and improvement of artificial intelligence and machine learning models, without duty or obligation to Customer, and Customer acknowledges that any improvements, modifications and changes arising from or in connection with its contribution to the ParTech Services are the exclusive property of ParTech and/or its third-party licensors, as applicable; *provided, however*, that ParTech and/or its third-party licensors, as applicable, will not identify Customer in connection with any such use or disclosure.

c. Customer Data/Transaction Data. As between the parties, and subject to ParTech's rights in and to Aggregated Data, (1) Customer has and shall retain sole and exclusive title and ownership of all information and data , including all derivatives and transformations thereof, input by Customer or Authorized Users into the ParTech Services, including, but not limited to: (a) information derived from the EMV chip on a Gift/Credit/Debit Card, Near Field Communication ("NFC"), Apple® Pay and magnetic stripe reader ("MSR") technology that Customer may use to swipe/insert/tap on any third-party hardware (all as defined in subsection d. below); (b) additional Gift/Credit Card Data collected as part of a transaction submitted by Customer, excluding a Customer Token (collectively, (a) and (b) ("Customer Data")); and (c) data derived from any payment transaction, including Gift/Credit/Debit Card Masked Data and Gift/Credit/Debit Card Unmasked Data (both as defined in subsection d. below), amount, date, store number, transaction type, transaction status, transaction time, customer name and transaction amount within the PARPay Services ("Transaction Data"), and all derivatives and transformations thereof (collectively, (a) and (b) herein,

"Customer Data"). Customer hereby grants to ParTech a limited, nonexclusive, royalty free right and license to access, store, copy, modify, process, combine with other data, distribute, display Customer Data and otherwise use Customer Data (x) for the performance of ParTech's obligations and exercise of its rights under this Agreement; (y) to offer or develop other ParTech products and services and/or alternative pricing structures; and (z) to create derivatives of Customer Data, solely in de- identified and aggregated form (such derivatives, "Aggregated Data"). ParTech shall own all right, title, and interest in all Aggregated Data and in such improvements and derivative works thereof and may use such Aggregated Data for any lawful purpose, including, without limitation, by sharing Aggregated Data with its affiliates and across the ParTech Services, including through the use of artificial intelligence and machine learning technologies. To the extent (if any) that Customer receives or provides Customer Personal Information (as defined in the Data Processing Addendum) in the course of using the ParTech Services, Customer agrees to comply with all laws and regulations, including data privacy laws, applicable to its provision or receipt of such Customer Personal Information, including obtaining, and maintaining any notices, consents, or approvals necessary to make such information available to ParTech for processing and use. For Customer Data that is also considered Customer Personal Information, Customer agrees that ParTech processes such data based on Customer's instructions, and ParTech shall do so in accordance with the Data Processing Addendum located here: Data Processing Addendum, which is incorporated into this Agreement by this reference.

d. Definitions Applicable to Customer Data/Transaction Data. All capitalized terms used in Section 11.c. and this Section 11.d., to the extent not otherwise defined therein, shall have the following meanings: "Customer Token" means a derived alphanumeric value that is linked with a Gift/Debit/Credit card and is only used within Customer's database of Customer Data to uniquely identify a customer; it cannot be used to process a payment transaction. "Gift/Credit/Debit Card" means a plastic card with encoded card number used as a token for the transaction. "Gift/Credit/Debit Card Masked Data" means the last four (4) digits of the Gift/Credit/Debit Card Number. "Gift/Credit/Debit Card Unmasked Data" means all data associated with a Gift/Credit/Debit Card necessary or appropriate to permit the Gift/Credit/Debit Cards to operate under the PARPay Services and in compliance with all applicable laws, including the cardholder's name, primary account number, expiration date, card security code (CSC) or service code. "Gift/Credit/Debit Card Number" means the number encoded on the magnetic stripe, the Europay Mastercard and Visa ("EMV") chip, or embossed/printed on the face of the Gift/Credit/Debit Card that identifies the Gift/Credit/Debit Card.

e. Archiving and Return of Customer Data/Transaction Data. During the Term of the Agreement and subject to Customer's continued payment of Fees for the applicable ParTech Services, ParTech will retain and make Customer Data available to Customer for Customer-Branded Restaurants in accordance with ParTech's Customer Data retention and storage policies then in effect, as may be updated from time to time, and, upon Customer's written request, will archive Customer Data for permanently closed Customer-Branded Restaurants for an additional Fee. Customer may not archive Customer Data for Customer-Branded Restaurants which are not permanently closed. Upon the expiration or termination of the Agreement, provided Customer has paid all Fees and other amounts due under the Agreement, ParTech will extend Customer's access to the ParTech Services for a period of sixty (60) days beyond the expiration or early termination of this Agreement. During such period, Customer may extract any data in appropriately available formats. This extraction right is limited to Customer Data and does not grant Customer any rights to ParTech's data structure, data alignment, or other intellectual property. Any assistance required by Customer to execute such data extraction will be provided by ParTech in a cooperative fashion as professional services, billed at prevailing rates and payable in advance. After such sixty (60) day period, ParTech shall have no obligation to maintain or provide any access to Customer Data and may thereafter, unless legally prohibited, delete all Customer Data within the ParTech Services or otherwise in its possession or under its control. Customer may request that ParTech not delete certain Customer Data following expiration or termination of the Agreement, and ParTech will not delete such Customer Data and shall continue to maintain such Customer Data in accordance with these Terms and the Agreement subject to ParTech's agreement to such retention request (which may be withheld in ParTech's sole discretion) and to Customer's continued payment of Fees for the applicable ParTech Services, plus any reasonable storage fees as determined by ParTech.

f. Release of Customer Data. If Customer is a franchisee of a franchisor that is a customer of ParTech (a

"Franchisor") or as required in connection with support services provided to Customer directly by an Authorized Reseller under a Reseller Agreement, then Customer hereby authorizes ParTech to disclose, release and transmit all data in each of Customer's locations and hosted on the PAR POS Services, to such Franchisor or Authorized Reseller, and each of their subsidiaries and affiliates, including without limitation sales, labor, inventory, product mix, and data compiled or derived from such data. In addition, notwithstanding anything to the contrary in this or any other agreement between Customer and ParTech (whether entered before, on or after the Effective Date), Customer acknowledges that the foregoing disclosures and transmissions to Franchisor or Authorized Reseller, and each of their subsidiaries and affiliates shall not constitute a breach of Section 9 of the Agreement or any other obligation (whether express or implied) of ParTech under any such agreement. ParTech may rely on this authorization in making such disclosures and transmissions to Franchisor or Authorized Reseller, and each of their subsidiaries and affiliates and Customer hereby releases ParTech from any actual or alleged liability, loss or damage, and all claims, demands, actions and proceedings, relating to such disclosures and transmission.

12. TERM AND TERMINATION.

a. Term and Renewal. Unless a different term is agreed to by Customer pursuant to an Order or a Pricing Addendum to this Agreement, the term of this Agreement will commence on the Effective Date and continue for a period of three (3) years ("Initial Term"), automatically renewing for successive periods of one (1) year at a time (each a "Renewal Term"), unless and until Customer provides written notice of cancellation to ParTech at least 30 days prior to the first day of any Renewal Term, or this Agreement is otherwise terminated in accordance with this Section 12. The Initial Term and the Renewal Term shall be referred to collectively herein as the "Term".

b. Termination. If a party materially breaches any term or condition of this Agreement or an Order (including non-payment of Fees by Customer), and if such breach has not been cured by the breaching party within thirty (30) days of receipt of notice of such breach (or ten (10) business days in the case of non-payment of Fees by Customer), the non-breaching party may terminate this Agreement and/or Order upon notice to the other party. If the breaching party is Customer, ParTech may, at its option, terminate this Agreement and/or any Orders, or suspend its performance hereunder with respect to any of the ParTech Services upon written notice to Customer. Each party may terminate this Agreement immediately upon notice if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or if the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within ninety (90) days of filing.

c. Effect of Termination. Termination of this Agreement shall automatically terminate each then-outstanding Order. Upon termination of this Agreement, Customer's right and license to access or use the ParTech Products shall immediately cease and, subject to Section 11.e, ParTech will have no obligation to maintain, deliver or provide access to any Customer Data. Customer's payment obligations, and Sections 4, 9, 11, 12.c., 14.b., 14.c., 15, 16, 18, and 19 will survive termination of this Agreement. Upon any termination of this Agreement, Customer will pay any amounts due to ParTech, uninstall any ParTech Products (if applicable), follow any instructions set forth in the Documentation, and destroy or return all Documentation and all other Confidential Information of ParTech. Customer will confirm its compliance with this requirement in writing upon written request of ParTech. Except as set forth in Section 9.e., ParTech has no obligation to maintain Customer Data, and may destroy it in accordance with applicable laws.

13. FEES, INVOICES AND LATE PAYMENTS.

a. Fees. Customer shall pay the fees, including but not limited to, as applicable, subscription service fees, transaction fees, support fees, professional service fees, activation fees and licensing fees, each identified in any applicable Pricing Schedule to any Pricing Addendum to this Agreement or in any Order provided by ParTech or an Authorized Reseller, as applicable (collectively "Fees") in accordance with the terms of this Agreement or any Reseller Agreement, as applicable. At any time during the Term, ParTech may, upon

reasonable notice to Customer, direct Customer to pay all Fees to a third party designated in such notice. Customer shall execute a new Order and shall be charged additional fees if Customer elects to subscribe to any new related services provided by ParTech from time to time. The subscription term for any new services ordered by Customer shall be co-terminus with the Term of this Agreement.

b. Increases. Unless otherwise set forth in a Sales Order or as agreed to by Customer and an Authorized Reseller, the Fees will automatically increase on the effective date of each Renewal Term by the applicable annual percentage increase in the Consumer Price Index (CPI) over the prior 12-month period plus two percent (2%) ("Automatic Increase"). The CPI shall be derived from the all-Urban Consumers All Cities Average, For All Items (1982- 1984=100) published by the Bureau of Labor Statistics, United States Department of Labor web site: https://www.bls.gov/news.release/cpi.nr0.htm. Notwithstanding the foregoing, for purchases made by Customer direct from ParTech, ParTech reserves the right to increase the Fees by a percentage greater than the Automatic Increase upon sixty (60) days written notice to Customer prior to the effective date of any Renewal Term.

c. Invoice. Unless otherwise set forth in a Sales Order, or as agreed by Customer and an Authorized Reseller, Fees will be invoiced for services monthly, quarterly or annually in advance, or in arrears for services provided on a per Transaction basis, or as a percentage of amounts recovered by ParTech for PAR OPS Services +Recovery Services; and upon completion of the relevant services for other services, during the Term. For purposes of this Agreement, a "Transaction" shall mean each act by ParTech initiated to place or withdraw funds for Customer in connection with credit, debit or gift card payment processing, and includes all submitted authorization requests (even if rejected by the applicable acquirer or issuer), captured requests that do not have a corresponding authorization request (e.g., verbal authorizations, offline/store and forward requests, below minimum limit requests), return requests, and void requests processed through the PAR Pay Services. For services that ParTech offers under this Agreement: (i) Customer shall grant ParTech ACH authorization and Customer's account will be automatically debited through ACH direct debit monthly for Fees; and (ii) payment will commence upon the first Activation of the applicable subscription product or service on a location-by-location basis. "Activation" shall be the date set forth on the applicable Sales Order, or if none, the date when the applicable subscription product or service first becomes available to Customer for use, the date Customer first imports its data into the subscription services or the date a Customer location is set up in the PAR OPS Services for the PAR OPS Recovery Services. Unless otherwise set forth in an Order, or as agreed to by Customer and an Authorized Reseller, all other Fees, including any Fees for professional services (unless such services are sold on a subscription basis), pursuant to an applicable statement of work, will be due and payable upon Customer's receipt of the invoice. Unless otherwise set forth in an Order, or as agreed to by Customer and an Authorized Reseller, all billing and payment will be made in United States dollars. Unless otherwise set forth in an Order, or as agreed to by Customer and an Authorized Reseller, all Fees and payments are nonrefundable. If ParTech provides an option for Customer to make payments by credit card, ParTech reserves the right to charge a credit card processing fee to the extent permitted by applicable law.

d. Payment and Late Payment. Payment terms are net thirty (30) days from date of invoice. Any amounts outstanding beyond the invoice due date will be subject to a late payment charge at the lesser of one- and one-half percent (1.5%) per month or the highest rate permissible under applicable law on the unpaid balance for the actual number of days elapsed. If ParTech is required to pursue collection efforts against Customer due to Customer's failure to pay any Fees due under this Agreement, notwithstanding any limitations of liability hereunder, Customer will pay ParTech's reasonable costs of collection, including any reasonable attorney's fees related thereto. If any amounts are outstanding on Customer's account, including amounts for products or services not sold on a subscription basis, Customer hereby authorizes ParTech, upon notification to Customer, to automatically debit Customer's account via ACH for such amounts, including any late payment charges. Customer shall notify ParTech in writing of any dispute with any invoice (along with a reasonably detailed description of the dispute) within fifteen (15) days of the date of such invoice, regardless of when any error is discovered. Any invoice for which such timely notification is not received shall be deemed accepted by Customer as true and correct, and Customer shall be deemed to have irrevocably waived any right to dispute such invoice. The Parties shall seek to resolve all such disputes expeditiously and in good

faith. If ParTech is required to pursue collection efforts against Customer due to Customer's failure to pay any Fees due under this Agreement, notwithstanding any limitations of liability hereunder, Customer will pay ParTech's reasonable costs of collection, including any reasonable attorney's fees related thereto. Additionally, if Customer (or an Authorized Reseller on Customer's behalf) fails to make payments when due, ParTech may, upon notice to Customer and without limiting ParTech's other available rights and remedies, suspend Customer's access and use of the ParTech Services and/or suspend performance of other services, until such payments are made. Customer (or an Authorized Reseller on Customer's behalf) will continue to be charged Fees during any period of suspension. ParTech may impose a reconnection fee if Customer is suspended pursuant to this Section and thereafter requests access to the ParTech Services. If ParTech provides an option for Customer to make payments by credit card, as a condition of reconnection, Customer shall be required to provide ParTech with direct debit authorization via ACH for Customer's account for all Fees payable by Customer under this Agreement on a go-forward basis.

e. Taxes. All Fees are exclusive of all taxes, including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties, and Customer agrees to pay such taxes, whether federal, state, local, or municipal (except taxes on the income of ParTech).

f. Permanent Closure of a Location. If a Customer permanently closes a location, Customer must notify ParTech at least thirty (30) days prior to the date of closure. Notification can be sent using the following link: PAR POS Modification of Services Request Form. Upon receipt of timely notification of such permanent closure as provided herein, ParTech will (i) adjust Customer's location count for the subsequent billing cycle, and, if Customer is paying on an annual basis, then (ii) for a Customer with a single billing location refund a prorated amount of any prepaid Fees for ParTech Services; or (ii) for a Customer with multiple locations, apply a pro-rated credit to Customer's account toward future Fees for ParTech Services. This Section does not apply if a Customer is paying subscription Fees that include hardware provided by ParTech. Customer's paying only subscription Fees that include hardware provided by ParTech per a Pricing Addendum will be required to pay any early termination/non-renewal fee specified in the Pricing Addendum, unless such Customer location is transferred in accordance with Section 19.d.

g. Addition of Locations. For the PAR OPS Services, PAR Punchh Services and the PAR Ordering Services, additional locations may be added by Customer by, in the case of the PAR OPS Services, submitting a request to the Technical Support Services Center for a particular location(s), including the anticipated Activation, and in the case of PAR Punchh Services and PAR Ordering Services, by adding the locations to the applicable Customer dashboard available through those services. For all other ParTech Services, Customer may add location by contacting Customer's ParTech representative and executing a new Sales Order for such new location. Locations added to the ParTech Services will have the same subscription term and will be subject to the same pricing per location in effect at the time the location is added to the subscription.

h. Audit. ParTech reserves the right, to audit Customer's use of the ParTech Services under this Agreement at any time during the Term. If the audit determines that Customer's use of and/or access to the ParTech Services exceeded the usage and/or access ordered by Customer under this Agreement as of the date of the audit, based upon ParTech's order and billing records (e.g., any particular Customer location has additional hardware using the ParTech Services or any particular Customer has additional locations accessing the ParTech Services), (i) ParTech shall issue an invoice to Customer for any additional Fees due for the period of usage and/or access discovered during the audit; (ii) Customer shall pay to ParTech all such additional Fees due in the same manner as such Fees are already being paid by Customer under this Agreement; and (iii) Customer's account shall automatically be updated to include any additional Fees to be paid by Customer based on the additional usage and/or access for the remainder of the Term in accordance with this Agreement.

14. WARRANTIES AND DISCLAIMERS.

a. Customer Warranties. Customer represents, warrants and covenants that (i) Customer will comply with all applicable laws with respect to its and its Authorized Users' access to and use of the ParTech Products; (ii) the Customer Data, and the use thereof as contemplated by this Agreement, do not and will not infringe upon or

violate the intellectual property, proprietary, publicity, or privacy rights of any third party; (iii) Customer has all necessary rights to grant ParTech the rights and licenses granted hereunder including the rights to access and use the DSP Portal as defined in Section 8; and (iv) Customer will obtain and maintain all third-party consents and certifications necessary for the transmission of Customer Data to ParTech and for ParTech to use the Customer Data as contemplated by this Agreement or any DSP-provided data or information in connection with the PAR OPS Recovery Services; and (v) Customer is solely and exclusively responsible for ensuring the ParTech Services, including Customer's menu, integrations, labor scheduling, inventory, offers and campaigns (as applicable) are properly configured prior to Customer deploying the ParTech Services to a live production environment. ParTech is not responsible for ensuring that the ParTech Services, or any portion thereof, is in compliance with Customer's criteria for legal compliance.

b. Disclaimers. PARTECH, AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PARTECH PRODUCTS, DOCUMENTATION AND ANY OTHER INFORMATION, MATERIALS AND SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PARTECH DOES NOT REPRESENT OR WARRANT THAT THE PARTECH PRODUCTS OR ANY SERVICES WILL BE AVAILABLE, ERROR FREE, COMPLETELY SECURE, VIRUS FREE, OR WITHOUT INTERRUPTION, OR THAT THEIR FUNCTIONS WILL MEET ANY PARTICULAR REQUIREMENTS, OR THE ACCURACY OR COMPLETENESS OF THE SERVICES OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE PRODUCTS OR SERVICES, OR THAT DEFECTS OR ERRORS ARE CAPABLE OF CORRECTION OR IMPROVEMENT, OR THAT UNAUTHORIZED ACCESS BY THIRD PARTIES CAN BE PREVENTED. WITHOUT LIMITING THE FOREGOING, TO THE EXTENT THE PARTECH PRODUCTS INCORPORATE OR UTILIZE ARTIFICIAL INTELLIGENCE OR MACHINE LEARNING FEATURES, PARTECH DOES NOT WARRANT THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY AI-GENERATED OUTPUTS, RECOMMENDATIONS, OR PREDICTIONS, AND CUSTOMER ACKNOWLEDGES THAT SUCH OUTPUTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS THE SOLE BASIS FOR ANY BUSINESS DECISION. THE PARTECH PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND PARTECH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. CUSTOMER ASSUMES FULL RESPONSIBILITY AND RISK FOR USE OF PARTECH PRODUCTS AND THE INTERNET. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, PRE-RELEASES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED IN CONNECTION WITH PRE-RELEASES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND.

c. Third Party Services. Customer may choose to use Third-Party Services in connection with the ParTech Services. Use of Third-Party Services is subject to Customer's agreement with the relevant provider and not this Agreement. ParTech does not control and has no liability for Third-Party Services, including their security, functionality, operation, availability, or interoperability or how the Third-Party Services or their providers use Customer Data. If Customer enables a Third-Party Services which integrates with any of the ParTech Services, Customer hereby authorizes ParTech to access and/or exchange Customer Data with the Third-Party Services on Customer's behalf. The ParTech Services may allow access to data, information, or services disseminated by Third-Party Services and Customer acknowledges that, except as otherwise provided herein, ParTech and its suppliers and licensors disclaim responsibility for the use, content, accuracy, timeliness, completeness or availability of such third-party data, information, or services and make no warranty concerning such information. CUSTOMER USES SUCH THIRD-PARTY SERVICES, INCLUDING THE DATA OR INFORMATION PROVIDED THROUGH SUCH SERVICES AT ITS OWN RISK.

d. Biometric Technology Notice. Many states (California, Colorado, Illinois, New York, North Carolina, Texas and Washington) and cities (including New York City) have enacted or are contemplating enacting laws

(including Arizona, Connecticut, Florida, Hawaii, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Hampshire and New York) regarding the use of technology which may collect and store "biometric information" in your business ("Biometric Technology"). The definition of what constitutes "biometric information" varies from state to state and may include eye scans, facial scans, fingerprints, thumbprints, handprints, voice prints, keystrokes or other similar information that may be derived from the foregoing. Such laws may include the requirement to provide prior notice to and obtain consent from any individual whose "biometric information" is collected, including employees for purposes of time-keeping, login procedures or other uses of a device. In some states, the notice must be in writing, the consent must be signed by the subject person, and a biometric policy must be made publicly available. If Customer is using an Biometric Technology in connection with the ParTech Services, Customer should review and comply with the laws of the state(s) (including local laws, codes and ordinances) in which it operates its business to determine what, if anything, Customer may need to do in order to use Biometric Technology in compliance with such laws.

15. LIMITATIONS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PARTECH AND ITS LICENSORS AND SUPPLIERS ON THE ONE HAND, AND CUSTOMER ON THE OTHER HAND, WILL NOT BE LIABLE TO EACH OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOSS OF PROFIT OR REVENUE, OR FINES OR PENALTIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PARTECH PRODUCTS, AND ANY INFORMATION AND SERVICES RENDERED HEREUNDER (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF A PARTY IS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. PARTECH'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER UNDER THE ORDER TO WHICH THE LIABILITY RELATES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING CAP IS ON ALL REMAINING DAMAGES AFTER APPLICATION OF THE EXCLUSION OF DAMAGES IN THIS SECTION. NOTWITHSTANDING THE FOREGOING, PARTECH'S TOTAL LIABILITY FOR DAMAGES RELATING TO PRE-RELEASES SHALL BE LIMITED TO ONE HUNDRED DOLLARS ($100.00).

16. INDEMNITY.

a. By ParTech. ParTech will defend, indemnify and hold harmless Customer and its officers, directors, employees and agents from and against any and all third party claims, actions, demands and lawsuits (each a "Claim") brought against Customer, and shall pay all losses, damages, liabilities, costs and expenses payable to such third party pursuant to such Claim, to the extent arising out of or relating to such third party's allegation that the ParTech Services, as applicable, (other than Customer Data), the Software, or the Documentation infringes a United States or Canadian patent, copyright or trademark. If a ParTech Item (defined in Section 11.a) or the Documentation is or may become the subject of a Claim, ParTech may, at its option, modify or replace the affected parts so the ParTech Item or the Documentation becomes non-infringing or terminate this Agreement and refund Customer for any prepaid and unused recurring fees. ParTech shall have no obligation with respect to any Claim based upon (i) Customer Data; (ii) Customer's or its Authorized Users' combination, operation or use of a ParTech Item or Documentation with non-ParTech materials, data, applications, information or services (including Third-Party Services); (iii) Customer's use of a prior version of a ParTech Item or Documentation; (iv) to Pre-Releases or other free or evaluation use of a ParTech Item or Documentation; or (v) to the extent the alleged infringement is not caused by the particular technology or implementation of the ParTech Item or Documentation but instead by features or functions common to any similar service. Where a Claim arises with respect to third party products, ParTech's sole obligation is to pass through to Customer any indemnity that may be available to Customer under the terms

and conditions of the agreement between ParTech and such third-party supplier, if any. THIS SECTION 16.a. STATES THE ENTIRE LIABILITY OF PARTECH, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY INFRINGEMENT INVOLVING THE PARTECH ITEMS OR DOCUMENTATION.

b. By Customer. Customer will defend, indemnify and hold harmless ParTech and its affiliates and its and their officers, directors, employees and agents from and against any and all Claims brought against any of the foregoing persons or entities, and shall pay all losses, damages, liabilities, costs and expenses payable to such third party pursuant to such Claim, to the extent arising out of or relating to (i) any breach of this Agreement by Customer and/or its Authorized Users, including Customer's breach of any of its representations, warranties or covenants; (ii) ParTech's data transfer as permitted in Sections 11.f and 14.c; (iii) Customer's and its Authorized Users' use not in accordance with this Agreement and/or modification of ParTech Items or the Documentation; and/or (iv) Customer Data.

c. Process. The indemnified party shall (i) notify the indemnifying party promptly upon becoming aware of the Claim (but failure to promptly notify shall not relieve the indemnifying party of its obligations unless its ability to defend the Claim is materially prejudiced thereby), and (ii) give the indemnifying party the right to solely control and direct the investigation, preparation, defense and settlement of the Claim, and (iii) fully cooperate with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, provided that the indemnifying party shall not settle any Claim in a manner that admits fault or liability on the part of, imposes any obligation upon, or fails to fully release, the indemnified party, without the indemnified party's prior written consent (not to be unreasonably withheld). The indemnified party shall have the right, at its cost, to employ counsel of its choice to participate in the defense of such Claim.

17. COMPLIANCE WITH LAWS. Each party shall comply in all material respects with all federal, state, and local laws, ordinances, regulations, and orders that are applicable to the operation of its business and to this Agreement and its performance hereunder, including but not limited to, any and all privacy laws relating to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security (both technical and physical), disposal, destruction, disclosure or transfer of personal information as defined under such laws and any notification requirements thereunder in the event of a breach.

18. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without regard to conflict of laws principles. Each party hereby agrees to submit to the jurisdiction and venue of the United States District Court for the Northern District of New York and the Supreme Court of the State of New York for the purposes of adjudicating any dispute or action arising out of or in connection herewith, and each party consents to the personal jurisdiction of such courts and waives any claim that it is an inconvenient forum. The prevailing party in any litigation is entitled to recover its reasonable attorneys' fees and reasonable costs from the other party. The U.N. Convention on the International Sale of Goods is excluded. Any breach or threatened breach by Customer of Section 9 or Section 11.a. may cause irreparable injury or harm to ParTech for which damages may be difficult to ascertain and/or an insufficient remedy, and ParTech may seek an injunction in any court having jurisdiction to stop any breach or avoid any future breach, without proving damages or posting a bond.

19. MISCELLANEOUS.

a. Force Majeure. ParTech shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond ParTech's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) epidemic, pandemic, or other public health emergency; (i) strikes, labor stoppages or slowdowns, or other industrial disturbances; (j) denial of service attack; and (k) shortage of adequate power or transportation facilities

(each, a "Force Majeure Event"). ParTech shall promptly give notice to Customer upon experiencing a Force Majeure Event stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. If ParTech's performance under any Order is delayed by more than sixty (60) days, then ParTech may cancel any unperformed portion of the Order and this Agreement upon written notice to Customer without liability to Customer; provided, however, that Customer shall remain obligated to pay all Fees accrued and amounts due for the ParTech Services delivered prior to such cancellation. Notwithstanding the foregoing, if a Force Majeure Event causes a continuous interruption of the ParTech Services for more than thirty (30) consecutive days, Customer shall be entitled to a pro-rata suspension of all Fees payable to ParTech during the period of such interruption, beginning on the thirty-first (31st) day of such continuous interruption.

b. Entire Agreement. This Agreement, and any schedule, attachments or statement of work hereto and all the Orders, constitute the entire agreement between the parties with respect to the licensing and/or provision of the ParTech Products, and supersedes all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter and no representation or statement not contained in this Agreement shall be binding upon either party as a warranty or otherwise. ParTech may modify or amend the terms and conditions of this Agreement at any time and from time to time upon written notice to Customer. In the event of any inconsistency or ambiguity between a term in the body of this Agreement and any schedule, attachment, statement of work or purchase order, the parties agree that the term in the body of this Agreement shall control.

c. Waivers. Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement. Any waiver of terms and conditions of this Agreement must be approved in writing by the parties. No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. No course of dealing or failure by either party to strictly enforce any term, right or condition of this Agreement or any terms incorporated herein, or an Order will be construed as a waiver thereof.

d. No Assignment. Neither party may assign or transfer this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld; provided however, (i) if Customer is the party requesting the assignment, ParTech reserves the right to renegotiate pricing with Customer or any new entity assuming this Agreement to preserve any minimum commitments made by Customer under this Agreement; (ii) ParTech may assign this Agreement to an affiliate or in connection with the sale of all or substantially all its business or assets to which this Agreement relates, or pursuant to a similar change in control without Customer's consent; and (iii) Customer may assign a specific Customer location in connection with the sale of all or substantially all its business or assets by providing ParTech with at least 30 days' notice of the transfer, completing any documentation required by ParTech with respect to such transfer requiring the assignee to assume all the obligations of Customer under this Agreement or any Pricing Addendum (including the payment of any early termination\non-renewal fee) and paying any applicable administrative transfer fee. ParTech will require the payment of all outstanding amounts due on Customer's account for the specific Customer location prior to accepting the transfer of a Customer location under this Agreement. Any attempted assignment in violation of the foregoing shall be null and void. No permitted assignment or transfer by Customer relieves Customer of any of its liability or obligations under this Agreement.

e. Independent Contractors. This Agreement shall be deemed an agreement between merchants as that term is defined by the UCC of the State of New York. Customer and ParTech are independent contractors and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have or represent that such party has the right, power, or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

f. Remedies Cumulative. The remedies under this Agreement shall be cumulative and are not exclusive. Election of one remedy shall not preclude pursuit of other remedies. Other than those remedies specifically disclaimed or otherwise limited in this Agreement or the schedules hereto, all remedies set forth in this Agreement shall be in addition to all other remedies available under this Agreement or at law or in equity.

g. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby and the illegal, invalid, or unenforceable provision will be deemed modified such that it is legal, valid, and enforceable and, to the greatest extent possible, fully accomplishes the intention of the parties.

h. Notices. Any notices required to be given shall be in writing and in the case of notice to Customer, shall be sent via email to the billing address on the relevant Sales Order. Notices to ParTech shall be sent via overnight courier to: ParTech, Inc. (Attn: Legal Department); PAR Technology Park; 8383 Seneca Turnpike; New Hartford, NY 13413-4991 with a copy via email to legal@partech.com. Notices shall be deemed given upon receipt and receipt shall occur: (a) upon confirmed transmission, when delivered via email, provided that if delivered via email after 5:00 p.m., delivery will be deemed to have occurred on the next business day; and (b) when delivered by overnight courier according to the records of such courier.

i. Headings. For purposes of this Agreement, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

j. Electronic Signature**.** If Customer's signature is delivered by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the Customer executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page was an original thereof.

IN WITNESS WHEREOF, Customer, through its authorized representative has executed this Agreement as of the date of Customer's signature below.

Accepted and Agreed:

_____

Company Date

_____

Signature

_____

Printed Name

_____

Title

Email: _____

Address: _____

Brands: _____

Effective Date: _____