**MENU MAINTENANCE SERVICE TERMS**

**PAR® POS™ SERVICES**

ParTech shall provide Customer with Menu Maintenance Services as defined herein, either directly to Customer or Franchisees (if applicable) for the PAR POS Services in accordance with the following terms. Capitalized terms not otherwise defined herein shall have the meanings given them in the Master Agreement or the Subscription Services Terms (as applicable).

**1. MENU MAINTENANCE SERVICES.**

a. Direct to Customer. ParTech will provide Menu Maintenance Services directly to Customer Monday through Friday, 8:00am to 5:00pm EST ("Business Hours"). Menu Maintenance Services are only provided during these Business Hours. Any request for Menu Maintenance Services outside of Business Hours will require a separate statement of work and payment of additional Fees by Customer. Customer must provide ParTech with at least: (i) five (5) business days' notice of any request for Menu Maintenance Services for any combination of 1-15 new menu items, including associated combos, discounts, recipes and/or inventory items ("New Menu Items"); and (ii) ten (10) business days' notice of any request for Menu Maintenance Services for any combination of more than 15 New Menu Items. Customer submits a request in writing to ParTech for the Menu Maintenance Services via email to parpos_professional_services@partech.com. A member of the ParTech professional services team will reach out to Customer via email, telephone or a virtual meeting in accordance with the service level objectives set forth in Section 5 below.

b. At the request of Customer, ParTech will provide the following Menu Maintenance Services:
   i. Menu Configurations.
      - New Menu Item Creation: add new menu items in a central location to ensure all Customer Locations' menus are aligned and receive the proper configurations.
      - New Menu Item Pricing: add new pricing to new menu items on the initial request for the addition of those items. Customer must complete the programming form for its Authorized Brands under the Agreement for pricing changes. Customer can request the form by sending an email to parpos_professional_services@partech.com with "New Pricing Request " in the subject line. ParTech will coordinate the time frame for the new pricing with Customer.
      - New Menu Item Activation Settings: new menu items will be deployed by ParTech to all Customer Locations based on Customer's instructions.
   ii. Layout and Panel Configurations: initial menu layouts and panels for the PAR POS Services menus are created under the menu build statement of work. These menu layouts and panels will be maintained as part of the Menu Maintenance Services.
      - Adding Items, Discounts and Promotions: when items, discounts, and promotions are added to the PAR POS Services, ParTech will ensure these items are properly configured on the associated layouts and panels within the PAR POS Services.
      - Replacing Items, Discounts, and Promotions: When menu buttons need to be reused for new mapping, ParTech will ensure the menu buttons are properly configured.
   iii. Brand Level Discounts: new discounts added to the PAR POS Services will be created and distributed to all Customer Locations within the brand per Customer's instructions.
   iv. Brand Level Promotions: new promotions added to the PAR POS Services will be created and distributed to all Customer Locations within the brand per Customer's instructions.
   v. Brand Level Routing:
      - Printer Groups: as new items are added to the PAR POS Services, these items will be configured to route to the correct printers.

- Video Groups: as new items are added to the PAR POS Services, these items will be configured to route to the correct kitchen videos.

vi. Uploading and Mapping Images: when new menu buttons are needed to support new items added to the PAR POS Services, ParTech will assist with uploading and mapping new images for the new items.

vii. Tax Category Configurations: initial setup of tax categories for each menu item and mapping of items and/or revenue centers.

viii. Deployments and Support: all newly created configurations are properly sent to all Customer Locations. In the event errors are present, ParTech will correct any issues as soon as reasonably practical upon notification by Customer, so all items are properly deployed and available for all Customer Locations.

**2. CUSTOMER FRANCHISEE LOCATION LEVEL MENU MAINTENANCE SERVICES**

a. Direct to Customer Franchisee (Corporate Level). ParTech will provide Menu Maintenance Services directly to Franchisees at the corporate level, Monday through Friday, 8:00am to 5:00pm EST. ("Business Hours"). Menu Maintenance Services are only provided during these Business Hours. Any request for Menu Maintenance Services outside of Business Hours will require a separate statement of work and payment of additional Fees by Customer. Customer Franchisee must provide ParTech with at least: (i) five (5) business days' notice of any request for Menu Maintenance Services for any combination of 1-15 new menu items, including associated combos, discounts, recipes and/or inventory items ("New Menu Items"); and (ii) ten (10) business days' notice of any request for Menu Maintenance Services for any combination of more than 15 New Menu Items. Customer Franchisee can submit a request in writing to ParTech for the Menu Maintenance Services via email at parpos_professional_services@partech.com. A member of the ParTech professional services team will reach out to Customer Franchisee via email, telephone or a virtual meeting in accordance with the service level objectives set forth in Section 5 below.

b. At the request of Customer Franchisee, ParTech will provide the following Menu Maintenance Services:

i. Menu Item Configurations: all new menu items are created by ParTech at the direction of Customer and distributed to all Customer Locations. Items will not be created at the individual Customer Franchisee Location.
   - Item Pricing: when new menu items are created at Customer's instruction and are ready to be sent to individual Customer Franchisee Locations, ParTech will ensure all newly created menu items are priced correctly on a location-by-location basis.
   - Item Activation Settings: all menu items created at Customer's instruction will be sent as inactive. All Customer Franchisee Locations that will be selling these items will be sent the proper configuration for when those items should be available through the PAR POS Services.

ii. Location Level Promotions: ParTech will ensure that local marketing campaigns are supported by adding promotions only available to single locations.

iii. Location Level Routing: when appropriate and authorized by the Customer, routing changes can be made to newly created menu items to support different hardware configurations.
   - Printer Groups: as new menu items are added to the PAR POS Services, these menu items will be properly configured to route to the correct printers.
   - Video Groups: as new menu items are added to the PAR POS Services, these items will be properly configured to route to the correct kitchen videos.

iv. Deployments and Support: ParTech will ensure that all newly created configurations are saved locally. In the event errors are present, ParTech will correct any issues as soon as reasonably practical upon notification by Customer, so all items are properly deployed and available.

**3. EXCLUSIONS FROM MENU MAINTENANCE SERVICES**. Menu Maintenance Services are intended to be used to maintain Customer's existing menu configurations. There are other items outside of the menu within the PAR POS Services that can be modified by Customer but are not covered by Menu Maintenance Services.

The following services are excluded from Menu Maintenance Services and may be provided to Customer at an additional cost under a separate statement of work:

- adding new functionality within PAR POS Services;
- database restructuring, reformatting, and design changes;
- configuration, modification or maintenance of tax rates for each menu item;
- configurations and mapping of existing menu items created and configured under any applicable menu build statement of work as part of professional services prior to Customer's deployment and Activation of the PAR POS Services;
- payment configurations and credit and gift card configurations created and configured under any applicable menu build statement of work as part of professional services prior to Customer's deployment and Activation of the PAR POS Services;
- creation of jobs, roles, employees;
- creation of new location groups or assigning locations to those groups;
- adding new administrative Users;
- creating and maintaining roles and permissions within the PAR POS Services;
- adding new Users to the PAR POS Services.

4. **PRIORITY LEVELS**. Issues with Menu Maintenance Services will be categorized into one of the following priority levels:

| **Priority Level** | **Description** |
|---|---|
| Priority 1 Issue | A Priority 1 Issue includes an issue where 50% or more of the order-taking Hardware is unable to process an order correctly due to an issue with the Menu Maintenance Services. |
| Priority 2 Issue | A Priority 2 Issue includes an issue where Customer has a question regarding the configuration of a menu item, recipe, security setting or discount. |

5. **SERVICE LEVEL OBJECTIVES (SLO).** ParTech will use commercially reasonable efforts to respond to and resolve issues for Menu Maintenance Services within the SLOs set forth in the chart below for all requests within Business Hours:

| **Priority Level** | **Response Time SLO** | **Resolution Time SLO** |
|---|---|---|
| Priority 1 Issue | In accordance with the SLO for Technical Support Services as set forth in the Technical Support Services Terms for PAR POS and PAR Pay Services located here: PAR POS Services and PAR Pay Technical Support Services | Same business day. |
| Priority 2 Issue | Within 24 hours if the request is received during Business Hours. Next business day if the request is received after Business Hours, on a weekend, or holiday. | 72 hours from receipt of an email from Customer. |