HARDWARE TERMS & CONDITIONS OF SALE

1. Terms and Conditions. These Terms and Conditions of Sale ("Terms") shall apply to the sale by ParTech of the Hardware, and the provision of the Installation Services, Advance Exchange Services, Remote Care Services, and On-Site Remedial Maintenance Services (collectively, the "Services") all as defined herein to Customer. These Terms constitute the agreement between ParTech and Customer with respect to Customer's purchase and ParTech's sale of the Hardware and/or the Services, to the exclusion of any pre-printed or contrary terms of any purchase order (or similar document) and supersedes and cancels any prior discussions, understandings, or representations between ParTech and Customer. No addition to or modification of these Terms shall be binding upon ParTech unless expressly agreed to by ParTech in writing, and, if these Terms are deemed an offer, acceptance is expressly limited to these Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 10(g) below.

2. Sales Order/Purchase Orders. Customer may acquire the Hardware and Services by accepting a sales order or proposal prepared 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 is an "Order". These Terms will apply to the Order. In the event of any conflict between the terms of an Order and the provisions of these Terms, the provisions of these Terms will control unless the Order prepared by ParTech expressly states that it is overriding the conflicting provision of these Terms. Purchase Orders issued by Customer to ParTech are solely for identifying the Hardware and Services to be purchased, requesting delivery dates and quantities, and specifying the ship-to and bill-to addresses. All other terms on any Purchase Order shall have no force or effect. All Orders are subject to acceptance by ParTech (which acceptance may be evidenced by ParTech's shipment of the Hardware or performance of the Services). Prior to acceptance of any Order, ParTech reserves the right to require a credit check from Customer and any purchase of Hardware over $25,000 under these Terms may be subject to a down payment or pre-payment prior to shipping in ParTech's sole discretion based on the credit check. All Orders are non-cancellable by Customer. Notwithstanding the foregoing, if ParTech agrees to cancel any Order, ParTech may condition such cancellation on Customer paying a 20% restocking fee for any Hardware or other items returned to ParTech. The total amount due as set forth in any Order may be increased or decreased based on required Hardware configuration changes (e.g., an extra bracket, power cord, additional Services, etc.) ("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.

3. Purchase & Sale of Hardware.

a. **Sale of Hardware**. ParTech will sell Customer the Hardware described in the Order (the "Hardware").

b. **Hardware Purchase Price**. The purchase price for the Hardware shall be the purchase price set forth in the Order (the "Purchase Price") as listed in the applicable ParTech price list or in ParTech's electronic order systems as of the date ParTech processes Customer's Order. For Orders specifying future-dated shipments, ParTech has the sole discretion to charge the price in effect on the date of the shipment. The total amount due set forth in any Order, specifically in connection with Installation Services may be increased or decreased based on required Hardware configuration changes (e.g., an extra bracket, power cord, etc.) ("Configuration Changes") to the Hardware after Customer's approval of the Order. Customer agrees for any particular location identified in the Order, specifically in connection with Installation Services, 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 specifically in connection with

Installation Services, that exceeds $2,500 for Configuration Changes will require either Customer's e-mail authorization or a new signed Order.

c. **Shipping**. ParTech shall ship the Hardware to the location identified on the Order. ParTech shall have the option of selecting the carrier, the route and method of shipment. If Customer requires alternative means of shipment, Customer shall pay any resulting costs. Lead times are as stated by ParTech and Hardware may be placed on backorder at ParTech's discretion. Where Hardware availability is limited for any reason, ParTech may fill Orders or otherwise allocate Hardware in any manner it deems appropriate. Under no circumstances shall ParTech be liable for failure to ship, or for Customer's failure to receive, Hardware by a certain date.

d. **Title and Risk of Loss**. The Hardware is delivered F.O.B. Origin (ParTech's applicable warehouse or facility) per UCC (EXW Origin (ParTech's applicable warehouse or facility) per IncoTerms). Title to and risk of loss of the Hardware shall pass to Customer at delivery, and delivery shall mean at the time the Hardware is placed in the possession of the carrier after loading. For Hardware purchased by Customer, title will pass to Customer at delivery. Any Hardware damaged in transit is subject to the limited warranties set forth in Section 8.a. of these Terms.

e. **Purchase of Custom Hardware**. If at any time Customer requests ParTech to purchase any specific Hardware for sale to Customer (or as part of the Services provided to Customer hereunder) which ParTech is not currently purchasing for sale or service to other customers ("Custom Hardware"), Customer shall be responsible for the purchase of 100% of the quantity of any such Custom Hardware ordered by Customer and purchased by ParTech that is not purchased or used by Customer as part of the Services by the end of the Term of the Agreement.

f. **Taxes and Other Fees**. Customer shall be responsible for the payment of all taxes, withholding, duties and other governmental assessments upon or with respect to the sale, purchase, use, receipt or shipment of the Hardware (other than taxes based solely on ParTech's net income), including, without limitation, sales, use, excise, value-added, goods and services, consumption, and any other similar taxes or duties, provided that ParTech will not invoice Customer for taxes to the extent Customer has provided ParTech with evidence that Customer is exempt from paying and/or ParTech is exempt from collecting such tax.

g. **Invoice and Payment**. No earlier than the date of shipment of the Hardware, ParTech will issue its invoice for the Purchase Price of the Hardware; in addition to the Hardware Purchase Price, such invoice shall include cost(s) (if any) of: installation of the Hardware set forth in the Order, shipment (as contemplated by subsection (c) above) and taxes and other fees (as contemplated by subsection (f) above). 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 by law on the unpaid balance for the actual number of days elapsed until paid in full. If ParTech is required to pursue collection efforts against Customer or due to Customer's failure to pay any Fees due under these Terms, notwithstanding any limitations of liability hereunder, Customer will pay ParTech's reasonable costs of collection, including any reasonable attorney's fees related thereto. If ParTech provides an option for Customer to make payments by credit card or check, ParTech reserves the right to charge a credit card processing fee to the extent permitted by applicable law or a reasonable administrative fee for check processing. If any amounts are outstanding on Customer's account and Customer has granted ACH authorization to ParTech, including under any other agreement with ParTech, Customer hereby authorizes ParTech to automatically debit Customer's account via ACH for such amounts, including any late payment charges. All billing and payment will be made in United States dollars, unless otherwise specified in an Order. Customer's account will be automatically debited via ACH direct debit for such amounts, including any late payment charges, upon notification to Customer via email to Customer's billing contact on file. 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. 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, regardless of when the error is discovered. The Parties shall seek to resolve all such disputes expeditiously and in good faith. If Customer fails to make payments when due, ParTech may,

upon notice to Customer via email to Customer's billing contact on file, and without limiting ParTech's other available rights and remedies, withhold shipments of Hardware or suspend performance of Services, until such payments are made.

h. **Permanent Closure of a Location**. If a Customer permanently closes a location receiving AE Services or RMS Services hereunder, 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 (as applicable) 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 the AE Services or the RMS Services (as applicable); or (ii) for a Customer with multiple locations, apply a pro-rated credit to Customer's account.

i. **Price Adjustment Due to Extraordinary Cost Event**. Notwithstanding any pricing in a Pricing Addendum to this Agreement or any Order, statement of work, or schedule, if during the Term of this Agreement there is an Extraordinary Cost Event which results in (i) a decrease in the general availability of any Hardware (and any related components, parts, or materials); or (ii) a significant increase (more than 3% higher) in ParTech's cost to procure, purchase, source, manufacture, assemble, import, transport, or deliver the Hardware (and any related components, parts, or materials) than the cost of the Hardware (and any related components, parts, or materials) as of the effective date of this Agreement, including any applicable Pricing Addendum, ParTech shall provide Customer with thirty (30) days written notice of any required adjustments to the price of the Hardware due to such Extraordinary Cost Event. Any increase in the price of Hardware (or an increase in subscription Fees if Customer's Hardware is covered under the subscription Fees) pursuant to this Section shall apply to the purchase of Hardware (or a subscription) by Customer after the effective date of such increase. Upon Customer's request, ParTech shall provide reasonable supporting documentation substantiating the cost increase, subject to appropriate confidentiality protections. Further, any failures of Hardware requiring material component parts or replacement of Hardware under the Limited Warranty below, the AE Services, or the RMS Services will be on a commercially reasonable basis. Notwithstanding the foregoing, if ParTech ends support for Hardware, including AE Services or RMS Services, due to any of the causes in (i) or (ii) herein, Customer may be required to purchase new or upgraded Hardware to continue to receive support. For purposes of this Section, an "Extraordinary Cost Event" means any event or circumstance beyond ParTech's reasonable control that increases ParTech's costs of procuring, purchasing, sourcing, manufacturing, or delivering Hardware, including, without limitation: (a) any increase in the prices, fees, or other amounts charged to ParTech by any third-party manufacturer, vendor, distributor, or other supplier from whom ParTech acquires Hardware (whether or not fully assembled); (b) the imposition, increase, or expansion of any tariff, duty, customs charge, import or export fee, levy, surcharge, tax, or other governmental assessment; (c) any embargo, sanction, trade restriction, quota, or change in applicable law or regulation; (d) any shortage, disruption, or unavailability of raw materials, components, semiconductors, or other supplies; (e) any disruption or delay in manufacturing, logistics, shipping, or transportation; (f) any labor shortage, strike, or work stoppage; (g) any act of war, terrorism, civil unrest, epidemic, pandemic, or public health emergency; and (h) any natural disaster, fire, flood, or other act of God.

4. Hardware and Hardware Installation Services (If Applicable).

a. **Third-Party Software**. If the Hardware contains any third-party software (e.g. antivirus software), including the embedded operating system from Microsoft ("OS"), the applicable end user license agreement which may be found in a "Read Me", "About" or similar file within the third-party software or the documentation for such software, or in the case of the OS, the applicable end user license agreement ("Microsoft EULA") located at Drivers and Downloads (partech.com) are all incorporated into and made a part of these Terms and shall be applicable to Customer, and Customer hereby accepts such license agreements and the terms and conditions thereof. Customer is solely responsible for purchasing any required field upgrades or extended security updates ("OS Updates") issued by Microsoft related to the use of the OS prior to any end of support issued by Microsoft for such OS. OS Updates are not covered

under the AE Services or the RMS Services or any other extended written warranty that may be offered to Customer by ParTech (unless expressly stated therein).

b. **Installation Services**. ParTech will provide the installation services for the Hardware set forth in the Order (the "Installation Services") as follows: the Hardware will be installed by ParTech or by an installation subcontractor(s) certified by ParTech at the location identified on the Order. Installation of the Hardware shall be deemed to be complete when ParTech, its installation subcontractor, or an authorized service representative trained and approved by ParTech at the request of Customer, notifies Customer that the Hardware has been properly installed and is ready for use. ParTech will use commercially reasonable efforts to perform the Installation Services in accordance with the time schedule set forth in the Order. Payment devices for self-ordering kiosks are not eligible for Installation Services.

c. **Customer Responsibilities**. If the Order includes Installation Services, the Customer agrees that Customer is responsible for the preparation of the space in which the Hardware will be installed, including confirming the space satisfies ParTech's specifications as to environment, power, HVAC, and other requirements as described in ParTech's pre-installation guide (the "Pre-Installation Checklist"). Site preparation, in accordance with the Pre-Installation Checklist, must be completed prior to installation or the Hardware Warranty will be void. Additionally, Customer shall be responsible for the payment of all fees for electrical work that must be performed by a licensed electrician, required by law in connection with the Installation Services, or any fees to comply with applicable government-imposed environmental regulations including but not limited to elimination of certain chemical content and recycling fees. ParTech reserves the right to the extent required to cover ParTech's increased costs, to add a supplemental surcharge to the price of any Installation Services that are impacted by any prices for regular unleaded gasoline in excess of $4 per gallon. If ParTech or its certified installation subcontractor(s) arrives at the site at which the Hardware is to be installed and the Customer is not prepared for installation in accordance with the Pre- Installation Checklist, the Customer will be charged an abort fee.

5. Advance Exchange Services (If Applicable).

a. **Advance Exchange Services**. ParTech will provide the Advance Exchange Services (the "AE Services") as to the purchased Hardware identified and set forth in the Order (the "AE Hardware") for a period of one (1) year or three (3) years, as elected by Customer, or other period offered to Customer by ParTech ("AE Services Period"). During the AE Services Period, ParTech will provide 24/7 support, tracking and dispatch services and fully operational replacement Hardware for the AE Hardware, in accordance with this Section. The AE Service includes parts, labor, and materials to maintain, repair and replace the AE Hardware under normal use and service, and is provided for AE Hardware during the AE Services Period, except for the following holidays (which may vary from year to year) as observed by ParTech in the United States: New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day ("ParTech Holidays").

b. **Request for AE Service**. To request AE Services and fully operational replacement Hardware, unless otherwise agreed to by ParTech and Customer, Customer must submit a request for AE Services to ParTech's technical support services center and Customer must provide ParTech with: (i) all configuration requirements for the replacement Hardware, (ii) the failed AE Hardware's model and serial number, and (iii) the address that the replacement Hardware is to be shipped ("ship-to address").

c. **Shipment of Replacement Hardware**. ParTech will ship replacement Hardware to Customer's ship-to address, freight prepaid, with next day delivery within the United States for requests received prior to 3:00 p.m. (Eastern Time), Monday through Friday. Replacement Hardware will be shipped by premium air freight carrier when ParTech determines such method of shipment is appropriate. Customer must acknowledge receipt of replacement Hardware by signing the freight carrier air bill or similar shipping/delivery documentation accompanying the replacement Hardware.

d. **Return of Defective AE Hardware**. ParTech will provide Customer with a pre-paid shipping label and packaging instructions for the return of the defective AE Hardware to ParTech. Customer will return the defective AE Hardware to ParTech using the corresponding replacement Hardware packaging (ParTech

will ship replacement Hardware in reusable packaging). Customer should be prepared to return ship the defective AE Hardware within two (2) business days of Customer's receipt of the replacement Hardware; however, the defective AE Hardware must be returned to ParTech no later than 14 days after Customer's receipt of the replacement Hardware. If Customer fails to return the defective AE Hardware within such 14-day period, Customer shall purchase the replacement Hardware at full price and pay a 20% restocking fee; and, if Customer fails to pay the invoice for such replacement Hardware, then the Hardware Warranty on the replacement Hardware will be ineffective until Customer's account is current. ParTech reserves the right to charge Customer ParTech's then-current time-and-materials rates for AE Services provided to Customer when ParTech determines that the root cause of the defective AE Hardware was as a result of events or circumstances described in Section 8(d)(i) below. If ParTech determines that more than 10% of the AE Hardware returned by Customer in any consecutive three (3) month period was not defective or resulted from events or circumstances described in Section 8(d)(i) below, Customer will be invoiced diagnostic and handling fees for each subsequent AE Hardware returned that is not covered under the warranty.

e. **Additional Terms for Certain Payment Devices**. The following additional terms will apply with respect to the AE Services for payment devices as set forth on the Order: (i) software updates, upgrades or bug fixes for any software on the payment devices will be provided as part of the AE Services; (ii) upon request for the AE Services, Customer must provide ParTech with the serial number of the payment device being replaced; (ii) the AE Services do not apply to battery packs, cables or accessories for such payment devices; (iii) during the AE Services Period, ParTech will maintain for Customer a number of payment devices to provide replacement payment devices as part of the AE Services ("PD AE Pool"); the cost of such PD AE Pool is included in the price of the AE Services; and (iv) in addition to the exclusions set forth in Section 7(c)(i) below, if it is determined by ParTech that the defect in the payment device was caused by any of the following, Customer will be charged for the cost of the replacement payment device plus the cost of provisioning such device: (x) tampering/damage to the payment device's security label; or (y) cosmetic damage (such as scratches, stains, paint or stickers). Payment devices for self-ordering kiosks are not eligible for AE Services.

6. Remote Care Services (If Applicable). ParTech will provide asset tracking, health monitoring, software application monitoring, including anti-virus software, and Microsoft OS Patch Management for Customer's point of sale terminals and controllers ("RCS Hardware") by remotely monitoring the RCS Hardware through a secure connection ("Remote Care Services") in accordance with the following packages:

a. **Silver Package**:

(i) **Asset Reporting Monitoring**. ParTech will track and monitor RCS Hardware by location, including the quantity, model number, and serial numbers.

(ii) **Application Monitoring/Self-Healing**. Based on parameters established by ParTech, ParTech will monitor the software applications, log files, service or process performance relative to the RCS Hardware, and/or arrange to receive automatic alerts regarding performance issues. Upon detection of an issue, ParTech will initiate a resolution script aimed at resolving the problem. If the problem cannot reasonably be resolved without Customer's assistance, ParTech will notify Customer.

(iii) **Microsoft® OS Patch Management**. ParTech will monitor the RCS Hardware to determine whether the resident Microsoft OS is up to date with all critical operating system patches. Only critical operating system patches for Microsoft OS currently supported by Microsoft will be available. ParTech will apply critical OS patches to the RCS Hardware no later than the shorter of: (i) thirty (30) days of release by Microsoft; or (ii) in accordance with the Payment Card Industry Data Security Standards ("PCI-DSS") or such other applicable guidelines, standards or Microsoft recommendations. Testing of such patches will be limited to testing on the current operating system configuration available by equipment type and the ParTech software release that is currently in use by Customer.

(iv) **Remote Access for Administrators**. ParTech will manage the administration of Customer's Authorized Users approved by Customer to have remote access to the RCS Hardware for Customer. Up to five (5) Customer corporate authorized users will have access to RCS Hardware for all Customer locations. Up to 2 authorized users for Franchisees will have access to RCS Hardware for each Franchisee Location.

b. **Gold Package**: Includes all Remote Care Services within the Silver Package, as well as the following additional services:

(i) **Health Monitoring**. Select operational parameters of the RCS Hardware will be monitored based on parameters established by ParTech for issues that may be indicative of a potential failure. Such monitoring will include but may not necessarily be limited to: (i) fan speed; (ii) temperature; (iii) system voltages; and (iv) hard drives.

(ii) **Application Monitoring/Self-Healing**. Based on parameters established by ParTech, ParTech will monitor the software applications, log files, service or process performance relative to the RCS Hardware, and/or arrange to receive automatic alerts regarding performance issues. Upon detection of an issue, ParTech will initiate a resolution script aimed at resolving the problem. If the problem cannot reasonably be resolved without Customer's assistance, ParTech will notify Customer.

(iii) **Remote Access for Administrators**. ParTech will manage the administration of Customer's Authorized Users approved by Customer to have remote access to the RCS Hardware for Customer. An unlimited number of Customer corporate authorized users will have access to RCS Hardware for all Customer locations. Up to 10 authorized users for Franchisees will have access to RCS Hardware for each Franchisee Location.

(iv) **Disk Drive Maintenance**. ParTech will schedule ongoing maintenance of the RCS Hardware to ensure there is capacity within the disk space of the RCS Hardware to ensure stability. Services may include a weekly disk space Audit report for point of sale terminals only and scheduled monthly advanced disk cleanup for such point of sale terminals. Advanced disk cleanup service identifies and removes unnecessary files including temporary files, system cache, old logs, and other non-essential data.

(v) **Remote Deployment Scripts**. ParTech will create procedures that allow for third-party software installation; provided if the third-party software is provided by Customer, Customer represents and warrants that it possesses the authority to provide ParTech with the license right to install the third-party software and agrees to defend ParTech from any third party allegations or claims of infringement of intellectual property rights, including but not limited to copyright, as a result of ParTech's performance of these services, and further, to indemnify ParTech for and hold ParTech harmless from any liability and all reasonable costs and expenses, including reasonable attorney fees, incurred as a result or arising out of such allegation or claim. This service requires the ability for ParTech to install Microsoft® Installer packages and command line switches.

c. **Customer Responsibilities**. Customer agrees to: (i) ensure that the in-store network supporting the RCS Hardware is connected to the internet 24 hours per day, 7 days per week; (ii) ensure the RCS Hardware is powered on 24 hours per day, 7 days per week; (iii) provide ParTech with reasonable access to Customer's network and systems as needed to provide the Remote Care Services; and (iii) comply with PCI-DSS, or such other applicable guidelines, standards or laws. If the in-store network is not connected or the RCS Hardware is not powered on, then ParTech will attempt to provide the Remote Care Services continuously until the provision of the RCS Services is successful.

7. On-Site Maintenance Services (If Applicable)

a. **On-Site Maintenance Services**. ParTech will provide on-site maintenance services for the Hardware ("RMS Hardware") identified and set forth in the Order (the "RMS Service" and/or "On-Site Maintenance Services") for a period of one (1) year or other period offered to Customer by ParTech ("RMS Service Period") as elected by Customer. During the RMS Service Period, ParTech will provide RMS Services as follows:

b. **Principal Periods of Maintenance**. ParTech will provide RMS Service availability during the Principal Period of Maintenance ("PPM") set forth below:

c.

Call Priority	PPM (all times are Local Site Time)
P1	8 a.m. – 8:00 p.m. - 7 Days/week
P2	8 a.m. – 8:00 p.m. - Monday thru Saturday only, excluding ParTech Holidays

(i) **Requests for RMS Service**. ParTech will provide a toll-free number and the availability of support personnel 24 hours a day, seven (7) days a week, for Customer's non-exclusive use to notify ParTech of all requests for RMS Service.

(ii) **Remedial Maintenance**. ParTech will provide RMS Service as required during the PPM, following notification by the Customer and ParTech's technical assistance confirmation that RMS Hardware is inoperative or malfunctioning. Maintenance will consist of the repair or replacement deemed necessary by ParTech to return RMS Hardware to good operating condition. ParTech reserves the right to refuse to perform RMS Services when, in ParTech's judgment, conditions at the Customer present a hazard to the safety or health of ParTech's technicians. Maintenance materials, tools, documentation, replaced hardware, diagnostic and test equipment provided by ParTech shall remain ParTech's property.

d. **Call Priorities and Response/Restoration Times**.

(i) **Call Priority**. Requests for RMS Service will be prioritized as follows:

Call Priority	Definition
P1	• 50% of front counter terminals are down. • 50% of drive-thru terminals are down. • 50% of KVS monitors are down.
P2	Hardware failures outside of the P1 definition –Customer's operations are not materially affected

(ii) **Response Time**. Upon confirmation of a request for RMS Service, ParTech will use commercially reasonable efforts to respond on-site at the Customer and restore the RMS Hardware within the response/restoration times as follows:

Call Priority	RMS Response	RMS Restoration	Service Level for Restoration
P1	4 Contract Hours	8 Contract Hours	90%
P2	Next Contract Day	Next Contract Day by 6:00pm local time	90%

"Contract Hour" is that or those hours falling within the applicable PPM, as defined above.
"Contract Day" is Monday through Saturday.

Additional time shall be permitted for response to P1 calls based upon the distance of the Customer from a ParTech RMS Service location, as follows:

Distance From ParTech RMS Service Location	P1 Added (Hours)
>0 ≤ 75 miles	0
>75 < 100 miles	0.5
>100 < 125 miles	1
>125 < 150 miles	1.5
>150 < 175 miles	2.0
>175 Miles	Out of Scope

e. **Customer Responsibilities**. Customer agrees to:

(i) Designate a knowledgeable resource to accurately communicate and collaborate with ParTech when Customer makes a request for RMS Service.

(ii) Be prepared to provide all information needed including error codes, process or procedures leading up to the error and any other information that may be relevant and might help to expedite the resolution. If the knowledgeable resource refuses to troubleshoot over the telephone prior to RMS Service dispatch, the Call Priority will be designated a P2 priority and Customer will be invoiced for the RMS Service visit at then applicable time and material rates if the ParTech customer service technician determines, upon arrival, that the problem could have been remedied through troubleshooting over the telephone.

(iii) Perform regularly scheduled system and database backups and ensure that they are available when required.

(iv) Provide ParTech customer service technicians with unencumbered and immediate access to RMS Hardware upon arrival at the Customer.

(v) Provide ParTech's customer service technician with operating supplies, consumables, and such other items as the Customer would use during normal operation.

(vi) Provide working space, heat, light, ventilation, phone access, electrical power and outlets for use by ParTech's customer service technician.

(vii) Remain current on all payments due to ParTech under these Terms and any other agreement Customer may have with ParTech.

(viii) Provide ParTech with at least thirty (30) days prior written notice of any relocation of the RMS Hardware covered under RMS Service to a location other than the Customer.

f. **Audit**. ParTech reserves the right to audit Customer's use of the RMS Services under these Terms at any time during the RMS Service Period. If the audit determines that Customer's use of the RMS Services exceeds the usage and/or access ordered by Customer under these Terms 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 RMS Services), (i) ParTech shall issue an invoice to Customer for any additional amounts due for the period of usage discovered during the audit; (ii) Customer shall pay to ParTech all such additional amounts due in the same manner as such amounts are already being paid by Customer under these Terms; and (iii) Customer's account shall automatically be updated to include any additional amounts to be paid by Customer based on the additional usage for the remainder of the RMS Services Period in accordance with these Terms.

8. Limited Warranty, Disclaimers, Limitation of Liability.

a. **Limited Warranty**.

ParTech warrants to Customer that (A) (1) for a period of thirty (30) days from the date of shipment of the Hardware (the "Out of Box Failure Warranty Period"), (2) for a period of one (1) year from the date of

shipment of Hardware purchased by Customer ((the "Depot Warranty Period"), and (3) for Hardware which is drive-thru hardware ("Drive-Thru Hardware") for the applicable warranty period specified here: Drive-Thru Warranty Period collectively with the Out of Box Failure Warranty Period and the Depot Warranty Period, the "Hardware Warranty Period") the Hardware will be free of defects in materials and workmanship under normal use and service (the "Hardware Warranty"), and (B) for a period of 30 days from the completion of any of the Services (the "Services Warranty Period"), the Services were performed in a professional and workmanlike manner (the "Services Warranty"). Customer may elect to purchase an extended maintenance program for the Drive-Thru Hardware as found here: Drive-Thru Extended Maintenance Terms, which Drive-Thru Extended Maintenance Terms are subject to these Terms, unless there is a conflict between these Terms and the Drive-Thru Extended Maintenance Terms, in which case the Drive-Thru Extended Maintenance Terms will prevail. **Disclaimer**. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8(a), PARTECH DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

b. **Limitation of Liability**. IN NO EVENT SHALL PARTECH BE LIABLE TO CUSTOMER OR TO ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES WHATSOEVER INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION, BUSINESS INTERRUPTION, OTHER INDIRECT PECUNIARY LOSS OR OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY), CONTRIBUTION, INDEMNITY, SUBROGATION OR OTHERWISE, EVEN IF PARTECH HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. CUSTOMER ASSUMES ALL RISKS AND LIABILITIES FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE USE OF THE HARDWARE, EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS.

c. **Exclusions**. Without limiting the foregoing, (i) the Hardware Warranty shall be rendered null and void if: (A) the Hardware (including AE Hardware or RMS Hardware) is placed in an operating environment that is not in compliance with the requirements specified by ParTech or the original equipment manufacturer; (B) the Hardware (including the AE Hardware or RMS Hardware) or any component part is installed, relocated, repaired, maintained or otherwise serviced by a person other than ParTech, a certified ParTech service subcontractor, or an authorized service representative trained and approved by ParTech at the request of Customer; (C) the Hardware (including the AE Hardware or RMS Hardware) was not used under normal operating conditions or in accordance with any labels, instructions or specifications of ParTech or the original equipment manufacturer; (D) the Hardware (including the AE Hardware or RMS Hardware) is used with third-party equipment or components or software that has not been approved for such use by ParTech in advance; or (E) the Hardware (including the AE Hardware or RMS Hardware) is subject to misuse, neglect, negligence, accident or vandalism, or deliberate act, including but not limited to: (w) objects or substance falling or leaking onto/into the Hardware (including the AE Hardware or RMS Hardware); (x) damage due to steam; (y) improper handling, shipping or storage of the Hardware (including the AE Hardware or RMS Hardware) prior to or after installation; or (z) disaster, which shall include but not be limited to, fire, water, wind, flood, lightning, electrical disturbance, power surges, civil disturbance, war, terrorism or other catastrophes or similar causes; and (ii) ParTech shall not be liable for any damage resulting from the failure of the Hardware (including AE Hardware or RMS Hardware) and/or services to comply with local laws or regulations.

d. **Exclusive Remedy**. Customer's exclusive remedies and ParTech's sole liability with respect to the Hardware and/or Services provided hereunder, including, without limitation, for breach of the limited warranty set forth in subsection (b) above, are expressly limited to repair or replacement of the Hardware and/or re-performance of the Services. These exclusive remedies shall not be deemed to have failed in their essential purpose so long as ParTech is willing to repair or replace the defective Hardware and/or re-

perform the Services. These exclusive remedies are not limited to defects in Hardware and/or Services, but "defects" includes defects/mistakes in firmware, preset data programmed by ParTech, and defects in documentation. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE REMEDIES HEREUNDER ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIM BY CUSTOMER IN CONNECTION WITH OR RELATING TO THE HARDWARE AND THE SERVICES PROVIDED HEREUNDER.

e. **Warranty Claims**. To make a claim for a breach of the Hardware Warranty or the Services Warranty (a "Warranty Claim"), Customer must notify ParTech of a defect or breach during the applicable Hardware Warranty Period or Services Warranty Period by calling 1-800-382-6200. If the defect or breach is not discovered and the Warranty Claim is made within the applicable Hardware Warranty Period or Services Warranty Period, the Warranty Claim shall be waived. The required notice of defect or breach must specify the facts constituting the defect or breach and the existence of the defect or breach must be verified by ParTech. If Customer submits a claim for breach of warranty for Hardware during the Hardware Warranty Period, Customer agrees to (i) return any allegedly defective Hardware to ParTech, and ParTech will, at its option and expense (including shipment via ground transportation), either replace the defective Hardware or repair the defective Hardware at ParTech's facility; (ii) be responsible for the proper packing of any Hardware returned to ParTech for repairs; and (iii) to assume the entire risk of loss or damages during return of any allegedly defective or defective Hardware to ParTech and subsequent return to Customer of the repaired or replacement Hardware. Any replacement Hardware supplied by ParTech in connection with the Hardware Warranty is subject to the same warranty for the remaining original Hardware Warranty Period.

f. **Third-Party Products**. Hardware that is manufactured by a third party and resold by ParTech ("Third-Party Hardware") is not covered by the foregoing warranties (except for certain payment devices specified within the Sales Order which are covered under the AE Services), and ParTech makes no representations or warranties with respect to any Third-Party Hardware. Third-Party Hardware does not include any Hardware manufactured by a third party and privately labeled by ParTech. ParTech shall pass-through any applicable warranties from its suppliers of the Third-Party Hardware to Customer to the extent permitted and shall use commercially reasonable efforts to, on behalf of and at the request of Customer, pursue any warranty claims with the applicable third-party suppliers. ParTech may not be an authorized service provider for certain Third-Party Hardware, and additional fees may be required for repair and/or replacement of Third-Party Hardware, even if the Third-Party Hardware is determined to be defective during the applicable warranty period (if any).

g. **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. 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.

9. Miscellaneous

a. **New or Equivalent**. The Hardware, replacement Hardware, and any parts ParTech furnishes may not be refurbished and may contain used components; the foregoing does not have an impact on the Hardware Warranty. Additionally, Hardware may be replaced with an equivalent model, in form, fit, functionality

and price. ParTech shall not be required to replace Hardware under the AE Services with new or upgraded Hardware. Hardware that has been returned to ParTech for replacement (or parts thereof) shall be ParTech property.

b. **No Returns.** All sales of Hardware are final. No return of Hardware (excluding AE Hardware or RMS Hardware) will be accepted without a Return Material authorization ("RMA") number provided by ParTech's Sales Administration Department (at 1-800-382-6200). ParTech's Customer Return Policy is located at: Customer Return Policy.

c. **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: (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) government order or law; (v) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (vi) national or regional emergency; (vii) epidemic, pandemic, or other public health emergency; (viii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (ix) 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 upon written notice to Customer without liability to Customer; provided, however, Customer shall remain obligated to pay all Fees accrued and amounts due for Hardware and 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.

d. **Default**. If Customer (i) fails to tender any payment for Hardware or Services when due in accordance with these Terms and the terms of the applicable invoice, (ii) fails or refuses to accept the Hardware properly tendered (iii) fails in any other respect to perform its obligations in accordance with these Terms, or (iv) becomes insolvent or, if any bankruptcy, insolvency, reorganization, or liquidation proceeding or other proceeding or relief under any bankruptcy law or any law for the relief of debtors is instituted by Customer for relief thereunder, or is instituted against Customer, the occurrence of any of the events specified in clauses (i) – (iv) above being deemed to constitute a material breach hereof, ParTech may, in addition to any other remedies ParTech may have at law or in equity, (y) with or without demand or notice to Customer declare the entire amount unpaid with respect to any purchased Hardware or Services immediately due and payable and/or (z) with respect to any purchased Hardware enter upon the premises where the Hardware may be found and remove it and resell any of the Hardware, the Purchase Price of which has not been fully paid or which has been shipped and which Customer has wrongfully failed or refused to accept, and receive from Customer the difference between the Purchase Price with respect to any such Hardware and the price obtained on resale (if less), as well as any incidental costs and expenses incurred by ParTech. All rights and remedies of ParTech shall be cumulative and not exclusive of any other rights or remedies which ParTech would otherwise have at law or in equity. Customer shall cooperate with ParTech in ParTech's enforcement of its rights and remedies hereunder, including granting ParTech access to Customer's facilities for the purpose of retaking possession of the Hardware, and shall indemnify ParTech for all costs and expenses incurred by ParTech in connection with the repossession, transport and/or disposal of the Hardware that is damaged or otherwise is unsalable as a direct or indirect result of Customer's default hereunder. In addition, ParTech may suspend any Services being used by Customer under these Terms or any other agreement and/or terminate these Terms or any other agreement between Customer and ParTech, all without liability to Customer.

e. **Confidential Information; Duty Not to Disclose**. Customer agrees that it shall not use or disclose, or permit the use or disclosure of, ParTech Confidential Information, except as required by these Terms. All

use or disclosure of ParTech Confidential Information shall be for the sole and exclusive benefit of ParTech. Customer shall not disclose the terms of any Order accepted by ParTech other than to such of Customer's employees who have a need to know such information in the ordinary course of Customer's business.

f. **Intellectual Property Rights**. All Intellectual Property of either party hereto, and all modifications thereto, shall at all times be and remain the sole and exclusive property of such party, and neither these Terms nor any Order submitted by Customer hereunder shall constitute a license to either party to use or display the Intellectual Property of the other party (or any third party supplier), except as expressly provided in Section 4(a) above.

g. **Export Laws**. Customer acknowledges that the sale of the Hardware may be subject to export and import control laws, restrictions and regulations imposed by the United States or other jurisdictions. Customer shall comply with all applicable export laws, restrictions and regulations of the United States, the European Union or other foreign agency or authority, and Customer agrees not to import, export or re-export, or allow the import, export, or re-export of, any Hardware in violation of any such laws, restrictions, or regulations. Customer certifies to ParTech that it is not, and if Customer is a reseller, none of its customers, are on any U.S. government restricted parties list or similar list, and Customer shall be solely responsible for obtaining any and all necessary licenses in connection with the import, export or re-export of the Hardware.

10. Miscellaneous.

a. **Survival.** Notwithstanding the expiration or termination of these Terms, any rights and obligations which by their nature extend beyond such expiration or termination shall survive such expiration or termination, including the provisions of Sections 3(d), 3(e), 8(b), 8(c), 8(d), 8(e), 8(g), 9(f), 9(g) and this subsection (a).

b. **Applicable Law and Interpretation**. These Terms and the Order will be construed in accordance with, and all disputes will be governed by, the laws of the State of New York, United States of America, without regard to its conflict of laws principles or rules. The English language version of these Terms and the Order shall govern and control any translation of these Terms and the Sales Order into any other language. The parties specifically waive application of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The word "including" shall mean including without limitation.

c. **Notice**. Any notices required to be given shall be in writing and if to Customer, shall be sent via email to the email address specified below or as updated by Customer from time to time and as provided to ParTech by sending an email to PAR_AR@partech.com. Notices to ParTech shall be sent via reputable overnight courier to 8383 Seneca Turnpike, New Hartford, New York 13415 to the Attention: Legal Department with a copy via email at 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.

d. **Severability**. If any court of competent jurisdiction holds that any provision of these Terms or of any Order is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of these Terms and/or of the Order will not be affected or impaired, and all remaining terms hereof or of the Order shall remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.

e. **Prior Dealings**. No course of dealing or failure by either party to strictly enforce any term, right or condition of these Terms or an Order will be construed as a waiver thereof. Any purported waiver by a party will only be enforceable if in writing signed by such party and will not be deemed to waive any later breach of the same or any other term, right or condition. These Terms and the Order may not be amended except by written agreement of Customer and ParTech expressly referring thereto.

f. **Assignment**. Customer shall not assign or transfer, by operation of law or otherwise, the Order or any interest therein without ParTech's prior written consent; and Customer may not assign or transfer, by operation of law or otherwise, its respective rights and obligations hereunder. Any attempted assignment

in violation of the foregoing shall be void and of no force or effect. No assignment or transfer by Customer relieves the assigning or transferring party of any of its liability or obligations under these Terms. ParTech will require the payment of all outstanding amounts due on Customer's account prior to consenting to the transfer of these Terms.

g. **Definitions**. All capitalized terms used in these Terms, to the extent not defined elsewhere in these Terms, shall have the following meanings: "**Customer**" means the Customer identified in the Order and any assignee of the Customer consented to by ParTech. "**Hardware and/or Services**" means the "**Hardware**" or the "**Services**" described in the Order to which these Terms apply; "**IncoTerms**" means the International Commercial Terms. "**Intellectual Property Rights**" means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including moral rights and mask works, and all derivative works thereof; (ii) trademark, service mark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing). "**ParTech**" means ParTech, Inc., a New York corporation. "**ParTech Confidential Information**" means ParTech's commercial, business and/or technical information, such as its business plans (including its contemplated future business and prospects), operations, computer code, specifications, inventions, concepts, ideas, applications, know-how, discoveries, technology, intended use or sale of products, capabilities, systems, pricing, controls, standards, customers, suppliers and any other information that ParTech regards as confidential, proprietary or private in nature, all of which is the valuable property of ParTech, including ParTech's trade secrets and certain proprietary, technical and business information furnished to ParTech by third parties on a confidential basis. ParTech Confidential Information includes all ParTech Confidential Information to which Customer may become privy, whether in writing, orally, by visual observation, or any other form, even if not marked as confidential, restricted, proprietary or other similar designation. ParTech Confidential Information supplied by ParTech to Customer prior to the issuance of the Order shall be considered in the same manner and be subject to the same treatment as the ParTech Confidential Information made available after the issuance of the Sales Order/ Purchase Order. ParTech Confidential Information shall not include information that (i) was in Customer's lawful possession prior to its receipt of the same from ParTech and is not otherwise subject to non-disclosure or agreement of confidentiality; (ii) is now or becomes available to the public through no illegal or unauthorized act or omission on the part of Customer or Customer's employees or agents; (iii) was received by Customer without restriction from a third party who was lawfully in possession of such information and who was not in breach of any agreement or any confidential relationship, direct or indirect, with ParTech; or (iv) is or was independently developed by Customer's employee(s) to whom ParTech Confidential Information was not divulged or available. "**UCC**" means the New York Uniform Commercial Code. "**Warranty**" means collectively, the Hardware Warranty and the Services Warranty.

h. **Subsequent Purchases**. These Terms shall apply to subsequent purchases of Hardware and/or Software unless expressly superseded by a document of later date that has been expressly agreed to in writing by ParTech.

i.

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

Accepted and Agreed:

_____

Company Date

_____

Signature

_____

Printed Name

_____

Title

Email: _____

Address: _____

Brands: _____