DATA PROCESSING ADDENDUM

This Data Processing Addendum ("Addendum") is effective as of the date of Customer's execution of an Agreement (as hereinafter defined) ("Addendum Effective Date") by and between ParTech, Inc. ("ParTech") and Customer. This Addendum attaches to and forms part of the Agreement (as hereinafter defined).

1. Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below and related terms shall be construed accordingly:

1.1.1 "Agreement" means (i) the Master Agreement; or (ii) the Subscription Services Agreement as in effect between Customer and ParTech and as at any time amended.

1.1.2 "Business Purposes" means the enumerated Business Purposes set forth in Cal. Civ. Code section 1798.140(e)(1)-(8) that are applicable to the Services, as more specifically set forth in Appendix A.

1.1.3 "Controller" means the natural or legal person that, alone or jointly with others, determines the purpose and means of Processing Customer Personal Information and is in control and accountable for Customer Personal Information. For purposes of this Addendum, if the Services are purchased by or licensed: (i) to Customer, Customer is the Controller with respect to the Customer Personal Information and/or (ii) to Franchisees, each Franchisee is a Controller with respect to the Customer Personal Information Processed for that Franchisee.

1.1.4 "Customer Data" has the meaning ascribed to Customer Data in the Agreement. Customer Data includes, without limitation, Customer Personal Information.

1.1.5 "Customer Personal Information" means any Personal Information of residents of the United States or Canada and Processed by ParTech on behalf of Controller pursuant to or in connection with the Agreement and this Addendum.

1.1.6 "Data Privacy Law(s)" means all applicable U.S. or Canadian federal and/or state or provincial to ParTech, the Services, Customer Personal Information, and/or any other programs or products provided by ParTech pursuant to the Agreement, including but not limited to the California Consumer Privacy Act as amended by the California Privacy Rights Act, the Virginia Consumer Data Protection Act, the Colorado Privacy Act, Personal Information Protection and Electronic Documents Act, British Columbia's Personal Information Protection Act, Alberta's Personal Information Protection Act and any implementing regulations thereunder, in each case applicable to this Addendum, as and when legally effective.

1.1.7 "Franchisee" means Customer's franchisee that has executed a Participation Agreement with ParTech or is accessing and using Services from ParTech under an Agreement with Customer.

1.1.8 "List of Subprocessors" means the up-to-date list of Subprocessors engaged by ParTech in connection with the Services available at https://partech.com/sub-processors/.

1.1.9 "Participation Agreement" means the agreement to be signed by any Customer Franchisee who desires to purchase or license (as applicable) the Services or is accessing

and using Services from ParTech under an Agreement with Customer.

1.1.10 "Personal Information" means information that constitutes "personal information," "personal data," "personally identifiable information," or similar phrases, as such terms may be defined under any Data Privacy Law.

1.1.11 "Privacy Rights Request(s)" means a communication from a Consumer requesting to exercise their individual privacy rights under applicable Data Privacy Laws.

1.1.12 "Security Incident" means any actual or reasonably suspected unauthorized acquisition, access, use, disclosure, loss, exfiltration, or modification of Customer Personal Information, including any "breach" (as the term "breach," and similar terms are defined under Data Privacy Laws), and including any malware or ransomware attacks preventing access to Customer Personal Information.

1.1.13 "Services" means the services and other activities provided by ParTech for Controller pursuant to the Agreement or the Participation Agreement, as applicable.

1.1.14 "Subprocessor" means any person (including any third party and any, but excluding an employee of ParTech or any employee of its sub-contractors) appointed by or on behalf of ParTech to Process Customer Personal Information on behalf of Controller for the performance of the Services.

1.2 To the extent, the terms, "Aggregate Consumer Information", "Business", "Consumer", "Deidentified", "Personal Information", "Process", "Processing", "Processor", "Selling", "Service Provider", and "Sharing" are defined in a Data Privacy Law, such terms shall have the same meaning as is given to them pursuant to such definition, and their related terms shall be construed accordingly.

1.3 Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement (as applicable).

2. Relationship between the Parties

2.1 As it relates to the Processing of Customer Personal Information under this Addendum, Controller is the Business and ParTech is the Service Provider and/or Processor.

2.2 This Addendum shall apply to the extent that Data Privacy Laws apply to the Processing of Customer Personal Information by Controller.

2.3 Controller hereby warrants and represents that Controller:

2.3.1 has collected, Processed and transferred to ParTech any and all Personal Information, including Customer Personal Information covered by this Addendum in accordance with applicable Data Privacy Laws, including documentation of same;

2.3.2 has issued instructions to ParTech in conformity with Data Privacy Laws; and

2.3.3 provides adequate information to Consumers and individuals about the Processing and the transfer of Customer Personal Information to ParTech pursuant to this Addendum, including the provision of privacy notices compliant with Data Privacy Laws.

2.4 ParTech shall not have any liability to Customer or to any Franchisee to the extent the basis of liability arises from failure by the applicable Controller to obtain any necessary consents to

collect, use, transfer, or otherwise Process Personal Information, or failure by the applicable Controller to fully comply with the Agreement, the applicable Participation Agreement, this Addendum, or applicable Data Privacy Laws.

3. Processing of Customer Personal Information

3.1 ParTech shall only Process Customer Personal Information on the applicable Controller's documented instructions. Customer recognizes and agrees that its documented instructions include the Processing of Customer Personal Information that is reasonably necessary for the provision, security, and quality of the Services where relevant to Processing that is necessary to protect the security of Customer Personal Information and/or enhance the quality of the Services.

3.2 ParTech is permitted to Process Customer Personal Information solely for: (a) the purposes of performing the Services in accordance with the Business Purposes under the Agreement, or (b) as otherwise required or permitted by Data Privacy Laws of a Service Provider and/or Processor, as the case may be. Without limiting the generality of the foregoing, ParTech is prohibited from:

3.2.1 Selling or Sharing Customer Personal Information;

3.2.2 retaining, using, disclosing, or otherwise Processing Customer Personal Information for any purpose other than for the specific Business Purposes under the Agreement or Participation Agreement, as applicable, or as may be permitted by Data Privacy Laws;

3.2.3 retaining, using, disclosing, or otherwise Processing Customer Personal Information for any commercial purposes other than the Business Purposes under the Agreement or Participation Agreement, as applicable, unless expressly permitted by Data Privacy Laws;

3.2.4 retaining, using, disclosing, or Processing Customer Personal Information outside of the direct business relationship between Customer and ParTech, unless expressly permitted by Data Privacy Laws; and

3.2.5 combining Customer Personal Information with Personal Information it receives from, or on behalf of, another person(s), or collects from its own interaction with a Consumer, except where expressly required to perform the Services.

3.3 ParTech hereby certify that they understand the restrictions set forth in Section 3.2 and will comply with them.

3.4 Notwithstanding anything herein to the contrary, Customer acknowledges that ParTech may retain, use, disclose, or otherwise Process Customer Personal Information in manners permitted of a Service Provider and/or Processor, as applicable, or as otherwise required by Data Privacy Laws (including, but not limited to, engaging Subprocessors for subprocessing, for permitted internal uses such as improving products and services, for security and fraud prevention, and compliance with legal obligations) and may create Deidentified data and Aggregate Consumer Information from Customer Personal Information, subject to Section 3.6.1 below. Customer represents and warrants that it has provided notice to Consumers that their Personal Information is subject to Deidentification by third parties.

3.5 ParTech may retain or Process Customer Personal Information where necessary for the establishment, exercise or defense of legal claims in the context of specific administrative, regulatory or judicial proceedings.

3.6 ParTech shall, with respect to the Services and Customer Personal Information:

3.6.1 to the extent ParTech receives, or ParTech creates, Deidentified data in connection with this Addendum: (i) maintain such information as Deidentified and take reasonable

measures to ensure that it cannot be associated with an individual or household (including implementing technical safeguards and business processes to prevent reidentification or inadvertent release of the Deidentified data); (ii) publicly commit to maintain and use the information in Deidentified form and not to attempt to reidentify the information; (iii) not attribute Customer as a source of such data; and (iv) contractually obligate any third parties receiving such information from ParTech to also commit to (i), (ii), and (iii);

3.6.2 comply with Data Privacy Laws in performing the Services, reasonably assist Customer and the applicable Controller in meeting its obligations under Data Privacy Laws, and make available to Customer and the applicable Controller information in ParTech's possession necessary to demonstrate compliance with its obligations under Data Privacy Laws upon reasonable written request (subject to time and materials charges at standard rates if material efforts are required);

3.6.3 ensure the reasonable security of Customer Personal Information including by: (i) providing the same level of privacy protection to Customer Personal Information as is required by Data Privacy Laws; and (ii) ensuring that each person Processing Customer Personal Information is subject to a duty of confidentiality with respect to such Customer Personal Information;

3.6.4 take reasonable and appropriate steps to ensure that ParTech uses Customer Personal Information in a manner consistent with Controller's obligations under Data Privacy Laws;

3.6.5 notify Customer and any affected Controller within the time period required by Data Privacy Laws if it determines it can no longer meet its obligations under Data Privacy Laws and allow Customer and any affected Controller to take reasonable and appropriate steps to stop and remediate unauthorized Processing of Customer Personal Information; and

3.6.6 delete Customer Personal Information at the end of the provision of Services, or as otherwise instructed by the applicable Controller, unless retention is (i) required by Data Privacy Laws; or (ii) retained as part of backup or record keeping, so long as only used for such purposes and only for as long as reasonably necessary, subject to Data Privacy Laws and this Addendum.

3.7 ParTech acknowledges and agrees that if it receives any Privacy Rights Request regarding Customer Personal Information, ParTech shall inform the requesting Consumer that it cannot respond to the Privacy Rights Request because it is a Service Provider and direct Consumers to contact the Controller. ParTech agrees to reasonably cooperate to ensure Controller can comply with its obligations under applicable Data Privacy Laws to respond to Privacy Rights Requests, such as without limitation, retrieving, correcting, or deleting specific pieces of Personal Information as directed by Controller. ParTech shall promptly inform Controller if it is unable to respond to or assist with a Privacy Rights Request as directed by Controller. ParTech shall also reasonably assist Controller in conducting and documenting data protection assessments required by Data Privacy Laws.

3.8 The Parties acknowledge and agree that (a) the subject matter, nature, and purposes of Processing of Customer Personal Information is ParTech's performance of the Services; (b) the duration of Processing of Customer Personal Information by ParTech is the term of the Agreement or the Participation Agreement, as applicable; and (c) the Customer Personal Information subject to Processing under this Addendum consists of:

3.8.1 PAR® Clear™ Drive-Thru Communications Platform: employee data, including name and

email address.

3.8.2 PAR® Drive-Thru Timer Services: employee data, including name and email address.

3.8.3 PAR® OPS™ Services: employee data, including name, address, date of birth, gender, marital status, email address and phone number.

3.8.4 PAR® Ordering™ Services: name, address, geolocation data, email address, phone number, password, IP address, license plate, device information.

3.8.5 PAR® Pay Services: Gift/Credit/Debit Card Unmasked Data, as defined in the Terms, including the cardholder's name, primary account number, expiration date, card security code (CSC) or service code.

3.8.6 PAR POS™ Services: employee data, including name, address, date of birth, email address, phone number, biometric (if using a finger scanner) and consumer credit cardholder name.

3.8.7 PAR® Punchh® Services: name, contact information, birthdate (full or partial), geolocation data, marital status, employee data, billing and transaction information.

4. Subprocessors

4.1 As permitted under Data Privacy Laws, ParTech may subcontract any Processing of Customer Personal Information to a Subprocessor in accordance with Data Privacy Laws, provided such Subprocessors agree in writing to the same obligations that apply to ParTech through this Addendum, including an obligation to comply with Data Privacy Laws.

4.2 Customer and the applicable Controller hereby approve of ParTech's use of the Subprocessors identified in the List of Subprocessors as of the Addendum Effective Date. ParTech may add or replace a Subprocessor by updating the List of Subprocessors from time to time. It is Customer's responsibility to periodically check the List of Subprocessors for updates. Customer may object to such addition or replacement if it reasonably believes that the addition or replacement may cause the Customer or ParTech to be in breach of Data Privacy Laws. If no objection has been received within 10 days of ParTech's update of the List of Subprocessors, then Customer is deemed to have consented to the addition or replacement.

4.3 If Controller objects to ParTech appointing or replacing a Subprocessor, ParTech will make reasonable commercial efforts to find an alternative solution for the Services. If no alternative solution is commercially feasible or if such alternative will result in increased costs to the Controller, ParTech will inform the Controller of the available alternatives in writing. Controller shall have twenty (20) calendar days from the date of receipt of the information on available alternatives to notify ParTech of its decision, and the Controller and ParTech shall negotiate in good faith to find a suitable resolution, which may include, where justified, an increase in fees for the Services to cover the additional cost of the alternative option.

4.4 Neither Customer nor any Controller will communicate directly with ParTech's Subprocessors concerning the Processing of Customer Personal Information unless it has obtained ParTech's prior written consent.

5. Security Incidents

5.1 In accordance with Data Privacy Laws, ParTech shall promptly provide written notice to Customer and the affected Controller of any Security Incident of which it becomes aware. Customer and the affected Controller shall treat any information in relation to such a Security Incident as confidential, except as required under applicable Data Privacy Laws. ParTech and its

relevant Subprocessors shall reasonably cooperate with Customer and the affected Controller to notify government authorities or Consumers of the Security Incident, as required by Data Privacy Laws.

5.2 ParTech shall not be responsible for assisting Customer or Controller in regard to Security Incidents caused by Customer, Controller, or their respective employees, agents, third-party integrators, or end users; provided however, ParTech may provide reasonable assistance to Customer or Controller and may, in its or their discretion, charge Customer or Controller additional fees for such assistance.

5.3 ParTech's notification or assistance to Customer and the affected Controller in response to a Security Incident will not be construed as an admission by ParTech of any fault or liability with regard to the Security Incident.

6. Assessments

6.1 On an annual basis, ParTech shall arrange for a qualified, independent assessor to conduct an assessment of ParTech's compliance with the Security Overview and to provide a report of such assessment. Upon the request of Controller, ParTech shall provide a report of such assessment to Controller. Alternatively, if ParTech has not arranged for such assessment, ParTech shall complete, at Controller's request, a security questionnaire or other reasonable assessment document provided by Controller. Controller shall maintain the confidentiality of any such reports in accordance with the applicable non-disclosure provisions under the Agreement and the Participation Addendum, as applicable.

6.2 In the event Customer reasonably determines the reports or assessment documents provided by ParTech pursuant to Section 6.1 fail to demonstrate ParTech's compliance, with at least thirty (30) days' prior written notice from Customer and no more than once in any 12-month period, ParTech shall cooperate with a reasonable assessments by Customer or a third-party assessor designated by Customer and reasonably acceptable to ParTech, to evaluate ParTech's compliance with the terms of this Addendum. Any such assessments shall be at Customer's sole expense and performed subject to ParTech's privacy, data security and other applicable policies.

6.3 ParTech shall keep accurate and up-to-date written records regarding any Customer Personal Information Processing it carries out for a Controller, including the access, control and security of the Customer Personal Information, Subprocessors and a general description of the physical, technical, and organizational security measures referred to in Section 3.6.3. ParTech will provide copies of such written records to Customer and to Controllers upon written request, no more than once in any 12-month period.

7. General Terms

7.1 Effectiveness; Term and Termination. This Addendum is effective upon the Addendum Effective Date. Subject to Section 3.6.5, this Addendum shall continue in effect for such period as any Agreement is in effect.

7.2 Conflicts. In the event of a conflict between a provision in this Addendum and the Agreement or between a provision in this Addendum and the Participation Agreement, this Addendum shall control.

7.3 Prior Agreement. This Addendum replaces and supersedes any pre-existing data processing schedule or CCPA Addendum under any Agreement pertaining to Processing of Customer Personal Information and any other prior data processing agreement as may have been executed between ParTech and Customer prior to the Addendum Effective Date.

7.4 Admissions. None of the foregoing clauses or provisions in this Addendum constitute an admission by either ParTech or any Controller that any or all of the Customer Personal Information is subject to the provisions of any particular Data Privacy Law.

APPENDIX A

TO

DATA PROCESSING ADDENDUM

PAR Clear Drive-Thru Communications Services:
Business Purposes: *maintaining or servicing accounts, providing customer support, verifying customer information, providing analytics services, providing access to or exchanging data with third-party integrators authorized by Controller or providing similar services on behalf of Controller*.

PAR Drive-Thru Timer Services:
Business Purposes*: maintaining or servicing accounts, providing customer support, verifying customer information, providing analytics services, providing access to or exchanging data with third-party integrators authorized by Controller or providing similar services on behalf of Controller*.

PAR OPS Services:
Business Purposes: *maintaining or servicing accounts, providing customer support, verifying customer information, providing analytics services, providing access to or exchanging data with third-party integrators authorized by Controller or providing similar services on behalf of Controller*.

PAR Ordering Services:
Business Purposes: *maintaining or servicing accounts, providing customer support, verifying customer information, providing advertising or marketing services, providing analytics services, providing access to or exchanging data with third-party integrators authorized by Controller or providing similar services on behalf of Controller.*

PAR Pay Services:
Business Purposes: *maintaining or servicing accounts, providing customer support, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing analytics services, providing access to or exchanging data with third-party integrators authorized by Controller or providing similar services on behalf of Controller.*

PAR POS Services:
Business Purposes: *maintaining or servicing accounts, providing customer support, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing analytics services, providing access to or exchanging data with third-party integrators authorized by Controller or providing similar services on behalf of Controller.*

PAR Punchh Services:
Business Purposes: *maintaining or servicing accounts, providing customer support, verifying customer information, providing advertising or marketing services, providing analytics services, providing access to or exchanging data with third-party integrators authorized by Controller or providing similar services on behalf of Controller.*