API SERVICE LEVEL COMMITMENT

PAR® POS™ SERVICES

This API Service Level Commitment for order requests and for data requests through the API from a third-party integration to the PAR POS Services is available to customers of ParTech where such customers have subscribed to PAR POS Services in accordance with ParTech's Subscription Services Terms ("Terms") and have elected to pay additional Fees based upon the number of Customer's eligible integrations to the PAR POS Services (the "API Services"). Capitalized terms not otherwise defined herein shall have the meanings given them in the Terms.

1. **API ORDER REQUEST SERVICE LEVEL COMMITMENT.**

1.1. During the Subscription Term, ParTech shall achieve an API Order Request Service Level Commitment of at least the monthly percentage **99.0%** in aggregate across all Participating Locations subscribing to the API Services, permitting Customer to be able to process a minimum number (30% greater than the highest Average Order Request Rate) of order requests per minute submitted through the above-store API using the PAR POS Services ("API Order Request Rate Limit") not less than **99.0%** of the API Order Request Service Level Base Hours in each Measurement Period, for the Eligible API Integrations (each an "API Order Request").

1.2. The "Average Order Request Rate Limit" applies to the above-store API Order Requests and is determined by the total number of API Order Requests received by the PAR POS Services per minute measured hourly over the preceding Measurement Period, excluding any Noticeable Events (as defined in Schedule B, Section 3.b.) whether Customer notifies ParTech of the Noticeable Event or not.

1.3. "Eligible API Integrations" is the number of named API account tokens issued as instructed by Customer on Customer's behalf for an API integration to the PAR POS Services by Third-Party Services, excluding other ParTech Services as set forth on the Sales Order.

1.4. The "Measurement Period" is the recurring period of time over which each API Order Request Service Level Commitment will be calculated. The Measurement Period for determining the API Order Request Service Level Commitment is a calendar month.

1.5. "API Order Request Service Level Base Hours" are the total number of minutes during the Measurement Period over which Uptime and Downtime will be calculated. The API Order Request Service Level Base Hours during each week will be 24 hours a day, 7 days a week. If Customer's API Order Requests exceed the API Order Request Rate Limit above in any given Measurement Period, then the period of time during which the API Order Requests exceeded the API Order Request Rate Limit will be excluded from the calculation of the API Order Request Service Level Commitment for such Measurement Period with the exception of Noticeable Events for which Customer has notified ParTech in accordance with Section 3.b. of Schedule B.

1.6. "Downtime" occurs whenever, during the Measurement Period, an API Order Request cannot be performed.

1.7. "Uptime" is determined by subtracting the total Downtime from the API Order Request Service Level Base Hours. Uptime = API Order Request Service Level Base Hours – Downtime.

1.8. "API Order Request Service Level Commitment" is determined by dividing Uptime by the API Order Request Service Level Base Hours and multiplying the result by 100. API Order Request Service Level Commitment = (Uptime /API Order Request Service Level Base Hours) x 100. ParTech's calculations for the API Order Request Service Level Commitment in any given Measurement Period will be the sole determinative calculation as to whether ParTech has met the API Order Request Service Level Commitment.

1.9. API Order Request Service Level Commitment Credit. If ParTech fails to achieve the API Order Request Service Level Commitment as outlined below, in aggregate across all Participating Locations, calculated in any given Measurement Period, ParTech will issue a credit to the Customer (franchisor) ("API Order Request Service Commitment Level Credit") as follows:

API Order Request Service Level Commitment*	**API Order Request Service Level Commitment Credit****
98.80% - 98.99%	25% credit of monthly subscription Fees for API Services
98.70 – 98.79%	50% credit of monthly subscription Fees for API Services
98.00% - 98.69%	75% credit of monthly subscription Fees for API Services
Less than 98.00%	100% credit of monthly subscription fees for the API Services

*In addition to the Exclusions below in Section 3, if Customer's API Order Requests exceed the API Order Request Rate Limit above in any given Measurement Period, then the period of time during which the API Order Requests exceeded the API Order Request Rate Limit will be excluded from the calculation of the API Order Request Service Level Commitment for such Measurement Period with the exception of Noticeable Events for which Customer has notified ParTech in accordance with Section 3.b. of Schedule B.

** These Service Level Commitment Credits do not apply if Customer is paying subscription Fees that include Hardware per a Pricing Addendum. See Pricing Addendum.

2. **API DATA REQUEST SERVICE LEVEL COMMITMENT.**

2.1. During the Subscription Term, ParTech shall achieve an API Data Request Service Level Commitment of at least **98.0%** in aggregate across all Participating Locations subscribing to the API Services, permitting Customer to be able to process a minimum number (50 plus the actual number of Participating Locations in any given Measurement Period) of data requests per minute ("API Data Request Rate Limit") not less than **98.0%** of the API Data Request Service Level Base Hours in each Measurement Period for the Eligible API Integrations (each an "API Data Request").

2.2. "Eligible API Integrations" is the number of named API account tokens issued as instructed by Customer on Customer's behalf for an API integration to the PAR POS Services by Third-Party Services, excluding other ParTech Services as set forth on the Sales Order.

2.3. The "Measurement Period" is the recurring period of time over which the API Data Request Service Level Commitment will be calculated. The measurement period for determining the API Data Request Service Level Commitment is a calendar month.

2.4. "API Data Request Service Level Base Hours" are the total number of minutes during the Measurement Period over which Uptime and Downtime will be calculated. The API Data Request Service Level Base Hours during each week will be 24 hours a day, 7 days a week. If Customer's API Data Requests exceed the API Data Request Rate Limit above in any given Measurement Period, then the period of time during which the API Data Requests exceeded the API Data Request Rate Limit will be excluded from the calculation of the API Data Request Service Level Commitment for such Measurement Period with the exception of Noticeable Events for which Customer has notified ParTech in accordance with Section 3.b. of Schedule B.

2.5. "Downtime" occurs whenever, during the Measurement Period, an API Data Request cannot be performed.

2.6. "Uptime" is determined by subtracting the total Downtime from the API Data Request Service Level Base Hours. Uptime = API Data Request Service Level Base Hours – Downtime.

2.7. "API Data Request Service Level Commitment" is determined by dividing Uptime by the API Data Request Service Level Base Hours and multiplying the result by 100. API Data Request Service Level Commitment = (Uptime /API Data Request Service Level Base Hours) x 100. ParTech's calculations for the API Data Request Service Level Commitment in any given Measurement Period will be the sole determinative calculation as to whether ParTech has met the API Data Request Service Level Commitment.

2.8. API Data Request Service Level Commitment Credit. If ParTech fails to achieve the API Data Request Service Level Commitment, in aggregate across all Participating Locations, in any given Measurement Period, ParTech will issue a credit to the Customer (franchisor) ("API Data Request Service Level Commitment Credit") as follows:

API Data Request Service Level Commitment*	**API Data Request Service Level Commitment Credit****
97.80% - 97.99%	5% credit monthly subscription Fees for API Services
97.70 – 97.79%	10% credit monthly subscription Fees for API Services
97.00% - 97.69%	20% credit monthly subscription Fees for API Services
Less than 97.00%	30% credit for monthly subscription fees for the API Services

*In addition to the Exclusions below in Section 3, if Customer's API Data Requests exceed the API Data Request Rate Limit above in any given Measurement Period, then the period of time during which the API Data Requests exceeded the API Data Request Rate Limit will be excluded from the calculation of the API Data Request Service Level Commitment for such Measurement Period with the exception of Noticeable Events for which Customer has notified ParTech in accordance with Section 3.b. of Schedule B.

** These Service Level Commitment Credits do not apply if Customer is paying subscription Fees that include Hardware per a Pricing Addendum. See Pricing Addendum.

3. **Exclusions**. The following causes and circumstances are excluded from, and excuse, ParTech's obligations under its Service Level Commitments herein: (a) failures and issues arising from computing or networking hardware, hardware or programs not provided by ParTech; (b) negligent or misuse of the PAR POS Services (e.g., flooding the system), or use other than in accordance with the Documentation; (c) custom integration scripts; (d) power failures; (e) third-party failures or actions, including any vendors hosting the PAR POS Services; (f) acts of vandalism, denial of service attacks, computer hacking, or damage to systems or telecommunication facilities outside of ParTech's control; (g) Customer's failure to upgrade or refresh required software, including the Software, and hardware and where compliance is consistent with good business practices; (h) other causes beyond ParTech's reasonable control, (i) scheduled routine maintenance and emergency maintenance during off- peak hours; (j) ParTech's suspension, limitation, or termination of Customer's right to use the PAR POS Services as provided in this Agreement; and (k) any interference with, excessive load upon, or other disruptions affecting the stability of the PAR POS Services caused by Customer or Customer's third-party integrator's use of the API Services above the API Order Request Rate Limit or the API Data Request Rate Limit.

4. **LIMITATIONS**.

4.1. Credits for any given month shall not exceed in aggregate 100% of the subscription Fee for the API Services payable for such month, and such credits for any given Subscription Term shall not exceed 100% of total subscription Fees for the API Services for such Subscription Term. Such credits shall be credited to Customer at the end of each month at Customer's request and will be applied to Customer's account.

4.2. If in each Measurement Period, Customer is entitled to a credit under more than one Service Level Commitment hereunder, then ParTech shall only provide Customer with one credit equal to the highest credit based on the charts above.

4.3. Should Customer have any invoices over forty-five (45) days past due (excluding invoices which are reasonably disputed), Customer shall have no claim for any credit during such time as those invoices are past due.

4.4. Upon termination or expiration of the Agreement, if a credit is due to Customer, a cash credit will be issued within sixty (60) days of the date of expiration or termination of the Agreement.