SERVICE LEVEL COMMITMENT

PAR® ORDERING™ SERVICES

This Service Level Commitment is available to customers of ParTech where such customers have subscribed to the PAR Ordering Services in accordance with ParTech's Subscription Services Terms ("Terms"). Capitalized terms not otherwise defined herein shall have the meanings given them in the Terms.

1. **PAR ORDERING SERVICES AVAILABILITY SERVICE LEVEL COMMITMENT**.

1.1. "Availability". During the Subscription Term, ParTech shall achieve a PAR Ordering Services Availability Service Level Commitment of at least **99.8%** of the time, in aggregate across all Participating Locations subscribing to the PAR Ordering Services, in each Measurement Period. For the avoidance of doubt, this PAR Ordering Services Availability Service Level Commitment represents a performance objective and does not give rise to service credits.

1.2. "PAR Ordering Services Availability Service Level Base Hours" are the total number of hours during the Measurement Period over which Uptime and Downtime will be calculated. The PAR Ordering Services Availability Service Level Base Hours during each week will be 24 hours a day, seven days a week.

1.3. "Downtime" occurs whenever, during the Measurement Period, the PAR Ordering Services are unavailable for use due to a complete outage, leading to an unavailability of the PAR Ordering Services in its entirety to Customer, and there is no alternative or work-around available.

1.4. The "Measurement Period" is the recurring period of time over which the PAR Ordering Services Availability Service Level Commitment will be calculated. The Measurement Period for determining the PAR Ordering Services Availability Service Level Commitment is a calendar month.

1.5. "Scheduled Maintenance" means all scheduled downtime that is expected to exceed ten (10) minutes in succession to perform maintenance, backup and upgrade functions for the PAR Ordering Services. Scheduled Maintenance will generally not exceed eight (8) hours per calendar month and will normally be scheduled by ParTech during off-peak hours. ParTech will make reasonable efforts to provide Customer with a minimum of five (5) days' advance written notice to Customer of Scheduled Maintenance.

1.6. "Uptime" is determined by subtracting the total Downtime from the PAR Ordering Services Availability Service Level Base Hours. Uptime = PAR Ordering Services Availability Service Level Base Hours – Downtime.

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

2. **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, equipment or programs not provided by ParTech; (b) negligent or misuse of the PAR Ordering Services 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 Ordering Services; (f) acts of vandalism, 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 Licensed Software, and equipment and where compliance is consistent with good business practices; (h) other causes beyond ParTech's reasonable control, (i) Scheduled Maintenance and emergency maintenance; (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 Ordering Services caused by Customer or Customer's third-party integrator's use of any APIs to the PAR Ordering Services.

3. **STATUS PAGE**. Customer may view real-time status and notices regarding scheduled maintenance and past incidents for certain elements of the PAR Ordering Services via the PAR Ordering Services Status Page located here https://menu.statuspage.io/ or as applicable to Customer. Customer may also subscribe on the PAR Ordering Services Status Page to receive updates regarding the status of certain elements of the PAR Ordering Services.