SERVICE LEVEL COMMITMENT

PAR® PAY™ SERVICES

This Service Level Commitment is available to customers of ParTech where such customers have subscribed to the PAR Pay 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 PAY SERVICES AVAILABILITY SERVICE LEVEL COMMITMENT**.
   1.1. During the Subscription Term, ParTech shall achieve a PAR Pay Services Availability Service Level Commitment of at least **99.0%** in aggregate across all Participating Locations subscribing to the PAR Pay Services in each Measurement Period. For the avoidance of doubt, this PAR Pay Services Availability Service Level Commitment represents a performance objective and does not give rise to service credits.

   1.2. The "Measurement Period" is the recurring period over which the PAR Pay Services Availability Service Level Commitment will be calculated. The measurement period for determining the PAR Pay Services Availability Service Level Commitment is a calendar month.

   1.3. "PAR Pay 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 Pay Services Availability Service Level Base Hours during each week will be 24 hours a day, seven days a week.

   1.4. "Downtime" occurs whenever, during the Measurement Period, the PAR Pay Services are inoperable or inaccessible.

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

   1.6. "PAR Pay Services Availability Service Level Commitment" is determined by dividing Uptime by the PAR Pay Services Availability Service Level Base Hours and multiplying the result by 100. PAR Pay Services Service Availability Service Level Commitment = (Uptime /PAR Pay Services Availability Service Level Base Hours) x 100. ParTech's calculations for the PAR Pay Services Availability Service Level Commitment in any given Measurement Period will be the sole determinative calculation as to whether ParTech has met the PAR Pay 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, hardware or programs not provided by ParTech; (b) negligent or misuse of the PAR Pay 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 Pay 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 Pay

Services as provided in this Agreement; and (k) any interference with, excessive load upon, or other disruptions affecting the stability of the PAR Pay Services caused by Customer or Customer's third-party integrator's use of any APIs to the PAR Pay Services.