SERVICE LEVEL COMMITMENT

PAR® POS™ SERVICES

This Service Level Commitment is available to customers of ParTech where such customers have subscribed to the PAR POS 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. **IN-STORE TRANSACTION SERVICE LEVEL COMMITMENT**.

1.1. During the Subscription Term, ParTech shall achieve an In-Store Transaction Service Level Commitment of at least **99.8%** at each Participating Location, subscribing to the PAR POS Services in each Measurement Period, as calculated below, permitting each Participating Location to be able to perform an in-store point of sale transaction (i.e., open and close an order) using a point of sale terminal or using the in-store API (each an "In-Store Transaction") not less than **99.8%** of the In-Store Transaction Service Level Base Hours.

1.2. The "Measurement Period" is the recurring period over which the In-Store Service Level Commitment will be calculated. The measurement period for determining the In-Store Transaction Service Level Commitment is a calendar month.

1.3. "In-Store Transaction Service Level Base Hours" are the total number of hours during the Measurement Period over which Uptime and Downtime will be calculated. The In-Store Transaction 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, In-Store Transactions cannot be performed and shall be measured by the number of business hours a Participating Location is unable to perform an In-Store Transaction commencing upon the creation of a Technical Support Case for the Issue (as defined in accordance with Schedule C (Technical Support Services Terms)) by ParTech's Technical Support Services Center ("Support Services Center") within ParTech's Technical Support Services tracking system based upon notification from a Participating Location to the Support Services Center of the Issue to ParTech (for direct support) or upon notification from Customer's Peer to Peer IT Group's (for indirect support through Customer) to the Support Services Center of the Issue and ending upon ParTech's closure of the Issue within ParTech's Technical Support Services tracking system by the Support Services Center.

1.5. "Uptime" is determined by subtracting the total Downtime from the In-Store Transaction Service Level Base Hours. Uptime = In-Store Transaction Service Level Base Hours – Downtime.

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

1.7. In-Store Transaction Service Level Commitment Credit. Subject to Section 1.8 below, if ParTech fails to meet the In-Store Transaction Service Level Commitment in any Participating Location, in any given Measurement Period ParTech shall issue a credit to such Participating Location ("In-Store Transaction Service Level Commitment Credit") as follows:

In-Store Transaction Service Level Commitment*	**In-Store Transaction Service Level Commitment Credit****
99.5 – 99.79%	10% of the monthly subscription Fee for the PAR POS Services
99.0% - 99.49%	25% of monthly subscription Fee for the PAR POS Services
98.0% - 98.99%	50% of monthly subscription Fee for the PAR POS Services
97.99% or less	75% of monthly subscription Fee for the PAR POS Services

*The In-Store Transaction Service Level Commitment is not dependent upon the Above-Store Administrative Portal Availability Service Level Commitment because In-Store Transactions can be performed even if the Above-Store Administrative Portal is down.
** These Service Level Commitment Credits do not apply if Customer is paying subscription Fees that include Hardware per a Pricing Addendum. See Pricing Addendum.

1.8. Notification of Downtime by Customer. Each Participating Location (for direct support) or Customer's Peer to Peer IT Group (for indirect support through Customer) must immediately notify ParTech if a Participating Location is unable to transact an order by contacting ParTech's Support Services Center. If ParTech has no record of notification either by Participating Location (for direct support) or Customer's Peer to Peer IT Group (for indirect support through Customer) contacting the Support Services Center regarding such outage within 15 days of the end of the month in which the Participating Location experienced the outage, then Participating Location and Customer will be deemed to have waived any credits that may have been available for such Downtime.

2. **ABOVE-STORE ADMINISTRATIVE PORTAL AVAILABILITY SERVICE LEVEL COMMITMENT**.

2.1. During the Subscription Term, ParTech shall achieve an Above-Store Admin. Portal Availability Service Level Commitment of at least **98.8%** in aggregate across all Participating Locations subscribing to the PAR POS Services in each Measurement Period, permitting Customer to be able to use the above store administration portal not less than **98.8%** of the Above-Store Admin. Portal Availability Service Level Base Hours. For clarity, this Above-Store Admin. Portal Availability Service Level Commitment does not include API Services which are separately covered by the API Service Level Commitment set forth in Schedule B-1-B.

2.2. The "Measurement Period" is the recurring period over which the Above-Store Admin. Portal Availability Service Level Commitment will be calculated. The measurement period for determining the Above-Store Admin. Portal Availability Service Level Commitment is a calendar month.

2.3. "Above-Store Admin. Portal Availability Service Level Base Hours" are the total number of hours during the Measurement Period over which Uptime and Downtime will be calculated. The Above-Store Admin. Portal Availability Service Level Base Hours during each week will be 24 hours a day, seven days a week.

2.4. "Downtime" occurs whenever, during the Measurement Period, the Above-Store Admin. Portal of the PAR POS Services are inoperable or inaccessible.

2.5. "Uptime" is determined by subtracting the total Downtime from the Above-Store Admin. Portal Availability Service Level Base Hours. Uptime = Above-Store Admin. Portal Availability Service Level Base Hours – Downtime.

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

2.7. Above-Store Admin. Portal Availability Service Level Commitment Credit. If ParTech fails to meet the Above-Store Admin. Portal Service Level Commitment in any Participating Location, in any given Measurement Period, ParTech shall issue a credit to such Participating Location ("Above-Store Admin. Portal Service Commitment Level Credit") as follows:

Above-Store (Admin. Portal) Availability Service Level Commitment	**Above-Store (Admin. Portal) Availability Service Level Commitment Credit****
97 – 98.79%	10% of the monthly subscription Fee for the PAR POS Services
95% - 96.99%	25% of monthly subscription Fee for the PAR POS Services
Less than 95%	50% of monthly subscription Fee for the PAR POS Services

** 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 PAR POS Services payable for such month, and such credits for any given Subscription Term shall not exceed 100% of total subscription Fees for the PAR POS Services for such Subscription Term. Such credits shall be credited to Customer and/or a Participating Location (as applicable) at the end of each month at Customer's and\or Participating Location's request and will be applied to Customer's and/or Participating Location's account (as applicable).

4.2. If in each Measurement Period, Customer and\or a Participating Location (as applicable) is entitled to a credit under more than one Service Commitment hereunder, then ParTech shall only provide Customer and\or Participating Location (as applicable) with one credit equal to the highest credit based on the charts above.

4.3. Should Customer and\or a Participating Location (as applicable) have any invoices over forty-five (45) days past due (excluding invoices which are reasonably disputed), Customer and\or Participating Location (as applicable) 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 and\or a Participating Location (as applicable), a cash credit will be issued within sixty (60) days of the date of expiration or termination of the Agreement.

5. **STATUS PAGE**. Customer may view real-time status and notices regarding scheduled maintenance and past incidents for certain elements of the PAR POS Services at https://status.parpos.com (the "PAR POS Status Page"). Customer may also subscribe to the PAR POS Status Page to receive updates regarding the status of certain elements of the PAR POS Services.