SERVICE LEVEL COMMITMENT

PAR® PUNCHH® SERVICES

This Service Level Commitment is available to customers of ParTech where such customers have subscribed to the PAR Punchh 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. **DEFINITIONS**.

1.1. "API Services Average Response Time" is the average response time in milliseconds during a calendar month for mobile, gift card and payment application programming interface services ("API Services") as measured by third party performance and monitoring services contracted by ParTech at its sole discretion (the "Monitoring Service"). API Services Average Response time measurements that occur during conditions arising from the Exclusions defined in Section 3 herein may be excluded from the calculation of an API Services Average Response Time.

1.2. "Emergency Maintenance" means an unplanned and unavoidable period that is necessary for the purposes of maintaining the integrity or operation of the PAR Punchh Services and for which there is not enough time to declare Scheduled Maintenance.

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

1.4. "Monthly Unavailability Percentage" is the percentage of time during the Measurement Period during which the PAR Punchh Services are Unavailable as defined herein. The Monthly Unavailability Percentage is calculated by dividing the sum of the length of time(s), in minutes, during which the PAR Punchh Services were deemed Unavailable during the Measurement Period by the total number of minutes in the Measurement Period.

1.5. "Monthly Uptime Percentage" is calculated by subtracting from 100% the Monthly Unavailability Percentage.

1.6. "Scheduled Maintenance" means a period used for the purpose of maintaining or improving the Services, occurring within a standard maintenance window for the PAR Punchh Services and announced at least 48 hours in advance via the PAR Punchh Services Status Page (as defined below), applicable to Customer, or occurring within any period of time approved in advance by Customer.

1.7. "Service Level Commitment Violation" means a failure to meet a defined Service Level Commitment.

1.8. "Unavailable" means the PAR Punchh Services are not available for use according to the Monitoring Service for any continuous period of 5 minutes or more. In no case shall the PAR Punchh Services be deemed Unavailable during or due to any condition arising from the Exclusions defined in Section 3.

1.9. "Warrantable Usage Rate" means a metric defining a rate of use of a specific PAR Punchh

Service or feature, for example campaign messages sent per hour or mobile API requests per second. The Warrantable Usage Rates in this document may be amended at any time by mutual written agreement of the Parties (email acceptable). Unless otherwise agreed, Warrantable Usage Rates are solely used to define usage that constitutes an Exclusion for purposes of calculating Service Level Commitments.

2. **SERVICE LEVEL COMMITMENTS**.

2.1. During the Term, ParTech shall achieve an Availability Service Level Commitment as set forth below for the applicable PAR Punchh Services in each Measurement Period.

PAR Punchh Services	**Monthly Uptime Percentage***
Consumer facing applications (Mobile application, POS)	99.5%
Dashboard application	99.5%
Analytical application (Data Pipeline)	99.0%

*In addition to the Exclusions below in Section 3, if Customer's usage exceeds the Warrantable Usage Rates below in any given Measurement Period, then the period of time during which the Warrantable Usage Rate is exceeded will be excluded from the calculation of the Monthly Uptime Percentage for such Measurement Period.

2.2. During the Term, ParTech shall achieve an API Services Average Response Time as set forth below for the applicable API Services of the PAR Punchh Services, permitting Customer to be able to process a mobile, gift card or payment request per millisecond (each an "API Request") in each Measurement Period

API Request	**API Services Average Response Time Service Level Commitment***
Mobile API Request	>500 ms
Gift Card API Request	>1,000 ms
Payment API Request	>1,000 ms

*In addition to the Exclusions below in Section 3, if Customer's API Requests exceed the Warrantable Usage Rates below in any given Measurement Period, then the period of time during which the Warrantable Usage Rate is exceeded will be excluded from the calculation of the API Services Average Response Time Service Level Commitment for such Measurement Period.

Warrantable Usage Rate	**Definition**
API Request Rate <= 100 requests/second averaged over a one-minute window	The count of all API Requests in a one-minute (60 second) window divided by 60 to yield average requests/second for that window.

API Request Rate <= 4,000 requests/minute averaged over a one-hour window	The count of all API Requests in a one-hour (60 minute) window divided by 60 to yield the average requests/minute for that window.
Peak API Request Rate < 200 requests/second	The instantaneous rate of API Requests measured in requests per second.
Campaign messages sent (messages per day) <= 1 million	The total number of messages (email, push, or SMS) sent in a calendar day using Pacific Standard Time for day start and end times.

2.3. ParTech's calculations for the PAR Punchh Service Level Commitments in any given Measurement Period will be the sole determinative calculation as to whether ParTech has met the PAR Punchh Service Level Commitments set forth herein.

2.4. PAR Punchh Services Level Commitment Credit. If ParTech fails to meet the Service Level Commitments above for the PAR Punchh Services, in any given Measurement Period, ParTech shall issue a credit to Customer as follows:

Service Level Commitments (Monthly Uptime Percentage)	**Service Level Commitment Credit****
Monthly Uptime Percentage >=98% and <99.5%	5% of the monthly hosting Fee
Monthly Uptime Percentage >=95% and <98%	10% of the monthly hosting Fee
Monthly Uptime Percentage <95%	25% of the monthly hosting Fee
Monthly Uptime Percentage <99% for the Data Pipeline feature	10% of the monthly Data Pipeline Services Fee.
Mobile API Average Response Time >500ms	15% of the monthly hosting Fee
Gift Card API Average Response Time >1000ms	15% of the monthly hosting Fee
Payment API Average Response Time >1000ms	15% of the monthly hosting Fee
Bulk Campaign Send Time for at least 95% of all campaigns is <= 45 minutes plus 15 minutes for each increment of up to 1 million targeted guests, up to a maximum of 10 million guests.	10% of the monthly hosting Fee

** 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) negligent or misuse of the PAR Punchh Services (e.g., flooding the system), or use other than in accordance with the Documentation; (b) any action or inaction on the part of Customer or any third party (other than ParTech's subcontractors), including Customer's failure to pay Fees due and owing to ParTech for the PAR Punchh Services, (c) custom integration scripts; (d) power failures; (e) third-party failures or actions, including any vendors hosting the PAR Punchh 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 and hardware 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 Punchh Services as provided in the Subscription Services Terms; and (k) any interference

with, excessive load upon, or other disruptions affecting the stability of the PAR Punchh Services caused by Customer or Customer's third-party integrator's use of the API Services above the Warrantable Usage Rate set forth above in Section 2.

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