TECHNICAL SUPPORT SERVICES TERMS

PAR® OPS™ SERVICES

ParTech shall provide Customer with Technical Support Services as defined herein, for the PAR OPS Services for Level 1 Support (as defined herein) provided directly to Customer-Branded Restaurants and Level 2 Support (as defined herein) provided directly to the PAR OPSCR (as defined herein), in accordance with the following terms. Capitalized terms not otherwise defined herein shall have the meanings given them in the Agreement.

1. **DEFINITIONS**.

   a. "Issue" means a P1, P2, P3 or P4 issue as defined in Section 2.d. below.

   b. "Level 1 Support" or "L1 Support" means technical support services as defined herein provided directly to Customer-Branded Restaurants.

   c. "Level 2 Support" or "L2 Support" means technical support services as defined herein provided directly to a PAR OPS Customer Resource.

   d. "Non-Business Hours for L1 Support" means Monday through Friday, 9:00 PM EST – 8:00 AM EST, and Saturday and Sunday.

   e. "Non-Business Hours for L2 Support" means Monday through Thursday, 6:00 PM EST – 8:00 AM EST, and weekends from Friday 5:00 PM EST – Monday 8:00 AM EST.

   f. "PAR OPS Services Customer Resource" or "OPSCR" means, unless a Customer has purchased Concierge Services as described in Section 5, an individual(s) designated by Customer, and trained by ParTech, to be responsible for ongoing configuration and linking of the PAR OPS Services, addition of Authorized Users, items and recipes, and other administration required for optimal use of the PAR OPS Services. Customer's OPSCR also represents the first line of support for Customer's Authorized Users. Each OPSCR must complete certification training as defined and provided by ParTech.

   g. "ParTech Holidays" means New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day, and may vary from year to year.

   h. "Regular Business Hours for Level 1 Support" means Monday through Friday 8:00 AM EST – 9:00 PM EST.

   i. "Regular Business Hours for Level 2 Support" means Monday through Thursday 8:00 AM EST – 6:00 PM EST, and Friday 8:00 AM EST – 5:00 PM EST.

   j. "Response Times" means the time by which ParTech strives to respond to an incoming Technical Support Case from a Customer, as set forth in Section 2.d. below.

   k. "Technical Support Case" means a case from a Customer that relates to assistance with the use of,

or an interruption in the operability of the PAR OPS Services.

l. "Technical Support Center" means ParTech's technical support team that responds to Customer's Technical Support Case.

2. TECHNICAL SUPPORT SERVICES.

a. Customer can use ParTech's self-service portal for L1 Support and L2 Support for the PAR OPS Services, 24 hours a day, 7 days a week, 365 days a year, to report Issues, track resolution of Issues, and receive updates to Technical Support Cases. ParTech will provide trained technical support representatives, available during Regular Business Hours to respond to Customer requests for technical support either via telephone, email, or self-service portal. Technical Support Services will be provided via voicemail during Non-Business Hours and on ParTech Holidays only for P1 Issues as described below.

b. ParTech will provide diagnostic and operational/procedural support to assist in identifying and resolving Issues with the PAR OPS Services.

c. Technical Support Services are provided directly by ParTech to Customer-Branded Restaurants or Customer's OPSCR based on the applicable level of support (L1 Support or L2 Support). Technical Support Services cover the following types of requests for the PAR OPS Services.

- Resolution or explanation of generated error messages.
- Assistance with Authorized User or operational Issues that occur during normal operations.
- Basic guidance with procedural, functionality or capability questions.
- Research, identification, and escalation of defects.
- Assistance with the identification of programming issues or changes necessary to correct functionality or reporting issues.
- Root cause analysis of Issues.
- General information concerning requirements and capability.

d. ParTech will use commercially reasonable efforts to respond to all your requests for technical support within ParTech's Response Times below:

Priority of Issue	**Description of Issue**	**Level 1 Support Response Time**	**Level 2 Support Response Time**
Urgent (P1)	P1 Technical Support Cases are Issues that result in a total malfunction, and which cannot be circumvented (an infrastructure interruption occurs, or a critical function is missing or causes an error, making it infeasible to use the PAR OPS Services in any productive fashion).	Responded to within 1 hour during Regular Business Hours. Responded to within 4 hours during Non-Business Hours until 10pm. All other calls will be responded to the next day.	Responded to within 2 hours during Regular Business Hours. Responded to within 4 hours during Non-Business Hours until 10pm. All other calls will be responded to the next day.

Priority of Issue	**Description of Issue**	**Level 1 Support Response Time**	**Level 2 Support Response Time**
Medium (P2)	P2 Technical Support Cases are events that result in the loss of some level of functionality in a major feature of the PAR OPS Services, but other features are still accessible by Customer (this type of Issue makes it difficult but not impossible to perform most daily business functions).	Responded to within 3 hours during Regular Business Hours. All other calls will be addressed starting at 8am the next business day.	Responded to within 6 hours during Regular Business Hours and within 8 hours during Non-Business Hours until 10pm. All other calls will be responded to the next day.
Low (P3)	P3 Technical Support Cases are Issues that result in the loss of some functionality in a minor feature of the PAR OPS Services, but the PAR OPS Services are still accessible by Customer, and the Issue has a minor impact on the operation of the PAR OPS Services (this type of Issue is an annoyance to Customer but does not significantly impact Customer's ability to use the PAR OPS to perform daily business functions).	Responded to within 4 hours during Regular Business Hours. All other calls will be addressed starting at 8am the next business day.	Responded to within 2 business days.
Low (P4)	P4 Technical Support Cases are Issues where the PAR OPS Services have complete functionality and are still accessible by Customer, but a bug or defect exists (these problems include cosmetic and minor Issues with the PAR OPS Services).	Responded to within 1 business day.	Responded to within 2 business days.

3. **CUSTOMER RESPONSIBILITIES**. Customer agrees to:
    - Designate a knowledgeable resource to accurately communicate and collaborate with the Technical Support Center and be responsible for maintaining the PAR OPS Services and/or related Software, including maintaining specific Customer configurations, establishing processes and procedures for change management, etc.
    - Maintain and manage adequate firewall and virus protection.
    - Maintain the current whitelist for the PAR OPS Services on Customer's network.
    - Assist with the resolution of all Technical Support Cases. The Customer can expect to be required to dedicate some time to assist the Technical Support Center in resolving Issues.
    - Be prepared to provide all information needed including error codes, process or procedures leading up to the error, including any steps Customer may have taken to resolve the Issue prior to reaching out to the Technical Support Center and any other information that may be relevant and might help to expedite the resolution.
    - Plan and schedule ahead of time any services that are not normally covered by the Technical Support Services. The Technical Support Center will not perform any services not covered without having been previously authorized and scheduled in advance.

4. **EXCLUSIONS FROM COVERAGE.** The following services are excluded from Technical Support Services and may be provided to Customer at an additional cost:
    - Except as provided under L1 Support, if the Technical Support Case requires the Technical Support Center to provide in-depth training (more than 15 minutes) on the functionality of the PAR OPS Services, Customer will be referred to ParTech's Technical Services department for consulting and training services.
    - Resolution of integration problems related to third-party applications not sold by ParTech.
    - Issues related to the installation, administration, and use of other technology solutions (including Third Party Services or Third Party Software) that may be integrated into the PAR OPS Services.
    - Resolution of problems or issues related to Customer's installed and maintained network, including any wireless network solution.
    - Resolution of problems related to virus or firewall management.
    - Performing administrative, monitoring or configuration tasks.
    - Configuration or testing of Third Party Services or Third Party Software integrations Customer will be referred to ParTech's Technical Services department for consulting and training services.
    - Except as provided under L1 Support with Concierge Services, assistance with custom report design, updates or troubleshooting and custom reports.
    - If the Issue requires configuration changes for third-party implementation, Customer will be referred to ParTech's Technical Services department for consulting and training services.
    - Audit accounting or balancing of transactional detail. Issues related to cash or credit imbalances or integration with third-party. Customer will be referred to ParTech's Technical Services department for consulting and training services.
    - For L1 Support, assistance with any version of the PAR OPS Services not currently offered by ParTech;
    - any on-site services; remote or on-site training or configuration services for which ParTech generally charges a Technical Services fee.
    - For L1 Support, scripting, programming, consultation, interfacing with third party applications whether acquired by Customer or made available through the PAR OPS Services.

5. **CONCIERGE SERVICES**. If a Customer purchases Concierge Services separately, the Concierge Services team will handle all the daily tasks associated with database administration and offer insights on industry best practices.

    a. The Concierge Services team, utilizing daily scheduled alert reports, will monitor the activities below. When appropriate, necessary linking will be completed using the administrator's best judgment. If necessary, additional information will be requested via email and the completion of linking will be dependent on a response:

Activity	**Resolution Time**
Vendor Item Linking	2 business days
Category Linking	1 business day
Sales Item Linking/Modifier Scaling	3 business days

b. Upon Customer's request, the Concierge Services team will provide information on the following activities:

Activity	Resolution Time
New Login creation	1 business day
New Item creation	2 business days
New Recipe creation	2 business days
New Vendor creation	2 business days
Add user to Scheduled report	1 business day
New Unit creation	3 business days
New Data Source creation	3 business days
POS Auto Import configuration	3 business days

c. **EXCLUSIONS FROM CONCIERGE SERVICES**. The following services are excluded from Concierge Services and will require a separate statement of work:
    - New menu/concept
    - New POS integration
    - Major POS changes requiring major re-work of:
        - Items
        - Recipes
    - Sales Item Linking/Modifier Scaling
    - New custom reports
    - Changes to existing reports
    - New user training

d. **CUSTOMER RESPONSIBILITIES**. Customer will be responsible for the following in connection with the Concierge Services:

    - Accounting adjustments
    - Fiscal period maintenance
    - New user training
    - Monitor POS imports
    - Invoice approval/lock process
    - Payroll approval/lock process
    - Unlock documents