PAR® ORDERING™ SERVICES

TECHNICAL SUPPORT SERVICES TERMS

ParTech shall provide Customer with Technical Support Services as defined herein, for the PAR Ordering Services, 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 Severity 1, Severity 2, Severity 3 or Severity 4 issue as defined in Section 2.e. below.

b. "Peer to Peer IT Group" means Customer's information technology staff or Customer's designated help desk trained by ParTech to provide initial diagnostic and technical support for Customer Branded Restaurants in resolving Issues with the PAR Ordering Services.

c. "Response Time" means the time it takes to acknowledge Customer´s Issue in a non-automated way. It is measured from the time a record of the Technical Support Case is created by ParTech within ParTech's case handling system, until the time that the Customer is advised by ParTech that its Issue has been received and is being addressed.

d. "Resolution Time" means the time it takes to resolve Customer´s Issue or answer Customer's question. It is measured from the time a record of the Technical Support Case is created by ParTech, until the time that the Customer is advised its Issue has been resolved by ParTech providing a fix, workaround or escalation to ParTech's development team.

e. "Service Level Objectives" means the time by which the Technical Support Center responds or resolves an incoming Technical Support Case from the Customer Branded Restaurant or the Peer-to-Peer IT Group (as applicable) for Technical Support Services, as set forth in the chart below in Section 2.e. below.

f. "Technical Support Case" means a case from a Customer Branded Restaurant or Peer to Peer IT Group (as applicable) that relates to assistance with the use of, or an interruption in the operability of the PAR Ordering Services.

g. "Technical Support Center" means ParTech's technical support services team that responds to a Technical Support Case.

h. "Technical Support Services Representative" means ParTech's subject matter experts from ParTech's technical support services team who have advanced training and knowledge on the functionality of the PAR Ordering Services.

2. TECHNICAL SUPPORT SERVICES.

a. Direct to Customer-Branded Restaurants. ParTech will provide Technical Support Services to respond directly to Customer, available 24 hours a day, 7 days a week, 365 days a year for requests for Technical Support Services either via telephone or email. Issues received by ParTech will be responded to according to Service Level Objectives ("SLOs") identified in the chart below. Reporting incidents are to be reported to ParTech's technical support help desk via the online ticket form. In the event of reporting incidents falling under Severity Codes 1 and 2 according to the definition below, a member of

ParTech's technical support help desk staff will be available to assist the Customer with problems and questions regarding the PAR Ordering Services, to the extent there is an incident with Severity Code 1 or 2.

b. Covered Requests. Technical Support Services cover the following types of requests:

- resolution or explanation of generated error messages;
- assistance with user or operational issues that occur during normal operations;
- 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 crashes and/or issues;
- resolution of supported equipment or peripheral issues directly related to the PAR Ordering Services; and
- general information concerning requirements and capability, including with respect to third-party interfaces.

c. Direct to Peer-to-Peer IT Group. Customer shall, within five (5) business days of any Activation, provide ParTech with the names and contact information for its Peer-to-Peer IT Group. The Peer-to-Peer IT Group are the only staff members of Customer with authorization to contact Technical Support Services for the PAR Ordering Services when the PAR Ordering Services are partly or entirely not available to Customer or its guests. Such Peer-to-Peer IT Group will notify ParTech according to the Agreement. ParTech does not provide Technical Support Services either to Customer's guests nor to non-authorized support staff (staff that has not been designated as part of Customer's Peer-to-Peer IT Group) and such guests or non-authorized staff members will be directed by Customer to contact Customer's Peer-to-Peer IT Group to report Issues to ParTech.

d. Service Level Objectives or SLOs. ParTech will endeavor to meet, on a monthly basis, the following Response and Resolution Times.

Technical Support Services Channel	**Service Level Indicator**	**Service Level Objective (SLO)***
Synchronous	Phone: as reported by ParTech's telephone system	90% of all synchronous communications responded to within 15 minutes 90% of all synchronous communications will be responded to within 30 minutes
Asynchronous	Email/Web: as reported by ParTech's case handling system Community: as reported by ParTech's case handling system	90% of all asynchronous communications responded to within 24 hours. If received between 8:00pm – 7:00am EST, response time does not begin until the next business day.

*Target SLOs are based on the Customer's Peer-to-Peer IT Group or designated help desk (trained by ParTech) providing efficient initial diagnostic and technical support for Customer's Branded-Restaurants.

Customer understands and agrees if they do not diligently perform troubleshooting prior to ParTech's receipt of the Technical Support Case, then the SLOs may not be met. All SLOs shall be measured monthly and will be cumulative of all Technical Support Cases submitted by Customer. ParTech shall provide Customer

reasonable operational metrics in a format and based on a schedule mutually agreed to by the Parties.

e. **Severity Codes**: ParTech will use commercially reasonable efforts to respond to all your requests for technical support within ParTech's Response and Resolution Times below:

Severity Code	Description	Response Time SLO	Resolution Time SLO
1 – Severe Business Impact	PAR Ordering Services in its entirety is not available, neither Customer nor its guests can use it. There is no alternative or work-around available.	≤ 2 hours	≤ 48 hours
2 – Major Business Impact	PAR Ordering Services in its entirety is available to a reduced extent and Customer and its guests can use it only with substantial difficulty. There is no acceptable alternative or work-around available.	≤ 4 hours	≤ 96 hours
3 – Minor Business Impact	PAR Ordering Services in its entirety is available to a reduced extent and Customer and its guests can use it only with substantial difficulty. There is an acceptable alternative or work-around available.	N/A	N/A
4 – Minimal or No Business Impact	All other Issues.	N/A	N/A

3. ASSISTANCE BY CUSTOMER. The Customer shall provide the following support to ParTech, to the extent reasonably necessary for ParTech in connection with the Technical Support Services:

- designate a knowledgeable resource to accurately communicate and collaborate with the Technical Support Services Representative;
- maintain and manage adequate firewall and virus protection for such firewall;
- maintain the current whitelist for the Licensed Software and/or PAR Ordering Services on Customer's network;
- assist with the resolution of all Technical Support Cases.
- be prepared to provide all information needed including error codes, process or procedures leading up to the error and any other information that may be relevant and might help to expedite the resolution; and
- plan and schedule ahead of time any services that are not normally covered under the Technical Support Services as set forth herein. The Technical Support Center will not perform any services not covered by a contract without having been previously authorized and scheduled in advance.

4. EXCLUSIONS FROM COVERAGE OF TECHNICAL SUPPORT ASSISTANCE. The following

services are excluded from Technical Support Services and may be provided to Customer at an additional cost:

- if the request for technical support is a request to provide training on the functionality of the PAR Ordering Services and will require an extended amount of the technical support representative's time;
- assistance with configuration, installation or addition of new equipment or peripherals, not provided by ParTech;
- resolution of problems related to third-party applications or equipment not provided by ParTech;
- Issues related to the installation, administration, and use of other technology solutions (including third-party platforms) that may be integrated to the Licensed Software and/or the PAR Ordering Services but were not originally sold or 'certified' as ParTech supported products;
- resolution of issues related to any wireless network solution;
- resolution of issues related to virus or firewall management;
- reinstallation of operating system from scratch, assisting with loading of operating system upgrades, patches, or release supplements or restoration of files;
- copying images onto any equipment other than the equipment that originated the image or correcting issues on any equipment where a ghost image, backup, or hard disk from another piece of equipment was installed;
- performing administrative tasks, including but not limited to adding users, maintaining files or database integrity, monitoring resources for use of the Licensed Software and/or the PAR Ordering Services;
- performing configuration changes as a result of the Customer's decision to change internet or credit card processing providers;
- configuration or testing of third-party interfaces not approved by ParTech;
- performing configuration changes as a result of the Customer's responsibilities to maintain compliance with PCI-DSS;
- programming of new reports or reprinting of reports and journals from archive;
- programming of database files and scripts required for third-party platforms and any changes, testing or installation of interface scripts or files not part of the Licensed Software and/or PAR Ordering Services;
- audit accounting or balancing of transactional detail. Issues related to cash or credit imbalances. While advice regarding a specific report may be given, it is not the responsibility of ParTech to determine whether a cash or credit imbalance exists or to determine the cause of the alleged imbalance. The Technical Support Center will not perform any manipulation of statistics or investigation of deposits or other financial transaction details, including reposting of any sales totals or transactions, including credit card sales or transactions, related to the Customer's request; and
- assistance with or correction of issues when the root cause of the issue is determined to be the Customer's user environment. If the Technical Support Center concludes that a problem being reported by a Customer is due to defects in the Customer's user environment, ParTech will notify the Customer. Examples of defects in the Customer's user environment would include electrical disturbance due to sub-standard electrical system installation or poor electrical supply, software failures that result from the installation of other third-party software, viruses contracted via the internet, incorrectly installed equipment which creates electrical disturbance, or natural disasters created by fire, flood or any other "acts of God".