TECHNICAL SUPPORT SERVICES TERMS

PAR POS SERVICES AND PAR PAY SERVICES

ParTech shall provide Customer with Technical Support Services as defined herein, either direct to Customer Branded Restaurants or to Customer's Peer-to-Peer IT Group (as defined herein) for the PAR POS Services and PAR Pay Services (excluding the PAR OPS Services, the PAR Punchh Services and the PAR Ordering Services, which Technical Support Services are covered under Schedule C-1, Schedule C-2, and Schedule C-3 respectively) in accordance with the following terms. Capitalized terms not otherwise defined herein shall have the meanings given them in the Agreement.

1. DEFINITIONS.

a. "External Case Referral" means ParTech's referral of a Technical Support Case to the Customer Branded Restaurant/Peer-to-Peer IT Group for direct follow up with the third-party, including, but not limited to, Customer third-party providers of Customer's firewall, payment device, credit card processor\bank or back office after ParTech has determined that the issue is not related to the PAR POS Services or PAR Pay Services.

b. "Issue" means a Priority 1, Priority 2 or Priority 3 issue as defined in Section 2.d. below.

c. "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 POS Services or PAR Pay Services.

d. "Service Level Objectives" means the time by which the Technical Support Center responds to 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.f. below.

e. "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 POS Services or PAR Pay Services.

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

g. "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 POS Services or PAR Pay Services.

2. TECHNICAL SUPPORT SERVICES.

a. Direct to Customer Branded Restaurants. ParTech will provide Technical Support Services Representatives to respond directly to Customer Branded Restaurants available 24 hours a day, 7 days a week, 365 days a year for requests for Technical Support Services either via telephone, email, or self-service portal. Issues received by ParTech will be responded to according to Service Level Objectives ("SLOs") identified in the chart below in Section 2.f.

b. Direct to Peer-to-Peer IT Group. ParTech will provide Technical Support Service Representatives to respond directly to Peer to Peer IT Group requests for Technical Support Services either via telephone, email, chat, text, or self-service portal during the hours of 7 AM Eastern and 8 PM Eastern Monday through Friday and 9 AM Eastern to 5 PM Eastern Saturday and Sunday ("Business Hours"). For Priority 1 Issues, as defined below in Section 2.d., ParTech Technical Support Service Representatives will be available by pager after hours. Priority 2 and Priority 3 Issues received by ParTech from the Peer to Peer IT Group outside of Business Hours will be responded to according to SLOs identified in the chart below in Section 2.f.

c. ParTech will provide diagnostic and operational/procedural support to assist in identifying and resolving Issues with the PAR POS Services or PAR Pay Services.

d. Issues will be categorized into one of the following priority levels:

Priority 1 Issue	A Priority 1 Issue includes an Issue where 50% or more of the order-taking Hardware is unable to process transactions; 50% or more of kitchen video stations are unable to function; or the entire drive thru or front counter order- taking stations are unable to process transactions; digital orders cannot be processed.
Priority 2 Issue	A Priority 2 Issue includes an Issue that results in less than 50% of the order-taking Hardware is not functional. As a result of the Issue, the Customer Branded Restaurant is partially impacted but is still able to process orders.
Priority 3 Issue	A Priority 3 Issue includes an Issue related to reporting, menu configuration and general inquiries. The Issue with the PAR POS Services or PAR Pay Services is operational/procedural and can be readily worked around.

e. 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 hardware or peripheral Issues directly related to the PAR POS Services or PAR Pay Services;
- External Case Referrals of the Issue to third parties after the PAR POS Services or PAR Pay Services is ruled out as the possible cause of the Issue; and
- general information concerning requirements and capability, including with respect to third-party interfaces.

f. Technical Support Cases for which ParTech makes an External Case Referral will be closed upon referral to the third-party or the Peer-to-Peer IT Group (as applicable) for follow up and resolution directly with the third-party provider. ParTech will use commercially reasonable efforts to respond to Peer-to-Peer IT Group requests for Technical Support Services within the SLOs set forth in the chart below for all Technical Support Cases within Business Hours:

Technical Support Services Channel	**Service Level Indicator**	**Service Level Objective***
Synchronous	Phone: as reported by ParTech's telephone system Chat/Text (SMS): as reported by ParTech's case handling system	90% of all synchronous communications responded to within 15 minutes (Only applicable to Business Hours for Peer-to-Peer IT Group) 90% of all synchronous communications will be responded to within 30 minutes (Only applicable outside of Business Hours for Peer-to-Peer IT Group)
Asynchronous	Email/Web: 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 Peer-to-Peer IT Group providing efficient initial diagnostic and technical support for Customer Branded Restaurants. Customer understands and agrees that if the Peer-to-Peer IT Group does not diligently perform troubleshooting prior to ParTech's receipt of the Technical Support Case, then Target SLOs may not be met.

g. All SLOs shall be measured monthly and will be cumulative of all Technical Support Cases submitted by Customer Branded Restaurant/Peer-to-Peer Group. ParTech shall provide Customer reasonable operational metrics in a format and based on a schedule mutually agreed to by the Parties.

3. CUSTOMER BRANDED RESTAURANT/PEER TO PEER IT GROUP RESPONSIBILITIES.

a. Customer Branded Restaurant/Peer to Peer IT Group (as applicable) agrees to:
- designate a knowledgeable resource to accurately communicate and collaborate with the Technical Support Services Representative;
- engage directly with appropriate third-party vendors as required, including External Case Referrals, at the direction of ParTech;
- maintain and manage adequate firewall and virus protection for such firewall;
- maintain the current whitelist for the Licensed Software and/or PAR POS Services on Customer's network at: https://cdn.brinkpos.net/docs/BrinkPOSNetworkConnectivity.pdf and provide ParTech with logs in .evtx format;
- assist with the resolution of all Technical Support Cases. Customer Branded Restaurant/Peer-to-Peer IT Group can expect to be required to dedicate some time to assist the Technical Support Representative in resolving Issues;
- 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 Peer-to-Peer 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.

b. In addition to the above responsibilities, for Peer-to-Peer Technical Support Services, the Peer to Peer IT Group agrees to:
- work and communicate directly with the Customer-Branded Restaurants and facilitate resolution of the Issue with ParTech, Customer-Branded Restaurants, and third-party providers;
- designate a knowledgeable individual responsible for maintaining the Licensed Software and/or PAR POS Services, including maintaining site configurations, establishing processes and procedures for change management, etc.
- contact ParTech for Technical Support Services only when unable to resolve a reported Issue;
- provide logs and other diagnostic steps performed to facilitate troubleshooting; and
- coordinate with other technology vendors, including but not limited to payment device providers, online ordering aggregators, firewall providers, and ISP providers.

4. **EXCLUSIONS FROM COVERAGE.** The following services are excluded from Technical Support Services and may be provided to Customer at an additional cost:
- if the Technical Support Case is a request to provide training on the functionality of the Licensed Software, the Hardware and/or PAR POS Services and will require an extended amount of the technical support representative's time;
- assistance with configuration, installation or addition of new hardware or peripherals, not provided by ParTech;
- resolution of problems related to third-party applications or hardware not provided by ParTech;
- Issues related to the installation, administration, and use of other technology solutions (including Third-Party Services) that may be integrated to the Licensed Software and/or the PAR POS Services but were not originally sold or 'certified' as ParTech supported products;
- resolution of Issues related to any wireless network solution other than basic network troubleshooting, including checking communication between connected devices by verifying physical network cable connections as well as IP settings, DNS settings, and network type selected on equipment, and the use or instruction in the use of ParTech certified network diagnostic tools and interpretation of network errors noted by those tools or within equipment event logs;
- 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 hardware other than the hardware that originated the image or correcting issues on any hardware where a ghost image, backup, or hard disk from another piece of hardware 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 POS 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 Services and any changes, testing or installation of interface scripts or files not part of the Licensed Software and/or PAR POS 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 hardware which creates electrical disturbance, or natural disasters created by fire, flood or any other "acts of God."

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SCHEDULE C-1

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