



**STANDARD TERMS AND CONDITIONS OF PURCHASE  
OF GOODS AND SERVICES BY PAR**  
(version date: January 2023)

**1. Terms of Agreement.** The purchase order issued by PAR Technology Corporation or any of its subsidiaries (“**PAR**”), together with these Standard Terms and Conditions of Purchase (“**Terms**”) and any attachments and exhibits, Specifications, SOWs, or similar documents, whether physically attached or expressly incorporated by reference (individually and collectively with the purchase order, these Terms and documents attached or incorporated by reference, the “**Purchase Order**”), constitute the entire and exclusive agreement between PAR and the supplier identified in the Purchase Order (“**Supplier**”) with respect to PAR’s purchase of Goods and/or Services from Supplier. Any term or condition different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any Supplier confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order and is hereby expressly rejected, even if Supplier purports to condition its acceptance of the Purchase Order on PAR’s agreement to such different or additional term or condition. Supplier’s execution of the Purchase Order or Supplier’s commencement of performance of the Purchase Order (including commencement of Services, the making or delivery of Goods or ordering of materials), whichever occurs first, does constitute Seller’s acceptance of the Purchase Order and shall be the effective date of the Purchase Order.

Notwithstanding anything in the Purchase Order, if PAR and Supplier are parties to a mutually signed agreement (such as a master supply agreement or a professional services agreement) covering PAR’s purchase of the Goods and/or Services described in the Purchase Order and that agreement is effective on the effective date of the Purchase Order, then the terms of that agreement shall govern.

**2. Definitions.** Capitalized terms used herein and not otherwise expressly defined elsewhere in the Purchase Order, shall have the meanings set forth below.

“**Deliverables**” mean all work product developed by Supplier (or Supplier Personnel) specifically for PAR as part of the Goods or performance of Services deliverable under the Purchase Order.

“**Delivery Date(s)**” means the date(s) specified in the Purchase Order by which Supplier is required to deliver the Goods, in such quantities specified therein, and/or complete performance of Services. If no Delivery Date(s) is specified, the Delivery Date shall be 90 days from Supplier’s receipt of the Purchase Order. Goods may not be delivered and Services may not be provided to PAR in advance of the Delivery Date(s) specified in the Purchase Order or, if no Delivery Date(s) is specified, 90 days from Supplier’s receipt of the Purchase Order, without PAR’s prior written approval. Any unapproved early deliveries shall constitute non-conforming Goods and/or Services.

“**Goods**” means, individually and collectively, hardware, Software, furniture, equipment, and other tangible items specified in the Purchase Order, together with all Deliverables.

“**Supplier Personnel**” means, individually and collectively, Supplier’s employees, consultants, vendors, agents, independent contractors (including subcontractors). Supplier guarantees and remains liable for the performance of Supplier Personnel. Supplier shall require Supplier Personnel to observe the security and safety policies of PAR and the requirements of the Purchase Order, including obligations of confidentiality and privacy. Supplier is responsible for ensuring that all Supplier Personnel meet the licensing, security, labor, and site requirements for the location where the Goods and/or Services are being performed.

“**Services**” means, individually and collectively, the services to be provided by Supplier to PAR specified in the Purchase Order, including advertising, consulting, marketing, installation, support, and maintenance services, together with all Deliverables.

“**Specifications**” means all drawings, samples, models, diagrams, engineering sheets, guarantees, warranties and other materials or performance criteria describing or detailing applicable requirements or attributes of and relating to the Goods and/or Services, including Supplier’s quotation, proposal, brochures, and catalogs.

“**Statement of Work**” or “**SOW**” means a document specifying, without limitation, the scope, objective and/or time frame that Supplier will provide the Goods to or perform Services for PAR.

**3. Supplier Code of Conduct.** Supplier shall comply with the most current Supplier Code of Conduct at <https://www.partechnology.com/par-supplier-code-of-conduct/>.

**4. Price.** (a) Prices for the Goods and/or Services are as specified in the Purchase Order and, unless otherwise specified in the Purchase Order, the price(s) for the Goods includes all applicable taxes, which Supplier shall



separately itemize in its invoices. If PAR provides Supplier a valid exemption certificate, Supplier will not collect the taxes covered by such certificate. PAR is not liable for any taxes that Supplier is legally obligated to pay, including net income or gross receipts taxes, franchise taxes, and property taxes. (b) Prices are not subject to increase without PAR's prior written consent, and Supplier warrants that any prices, rates, discounts, and allowances on the Goods and/or Services are not less favorable than the lowest price currently extended to any other customer of Supplier for the same or like Goods in equal or lower quantities and/or for the same or like Services. Supplier agrees to reduce prices or increase discounts and allowances, prospectively in the event of any general price or cost reduction and retroactively in the event that more favorable terms have been made available to other customers of Supplier during the term of the Purchase Order. (c) Unless otherwise agreed, Supplier is responsible for all expenses incurred providing the Goods and/or Services.

**5. Invoices.** Invoices must be submitted to [PTI\\_APIInvoices@partech.com](mailto:PTI_APIInvoices@partech.com). If Supplier is not able to submit invoices via PAR's electronic invoicing process, it should contact PAR's Accounts Payable Department at 8383 Seneca Turnpike, New Hartford, New York 13413. Invoices must contain (as applicable) the purchase order number, item or part number, a description of items or parts or Services performed, quantities, unit prices, taxes, and other information reasonably required by PAR.

**6. Payment Terms & Discounts.** (a) Supplier shall invoice PAR within 30 days of delivery of the Goods in accordance with the Purchase Order. (b) Unless otherwise provided in the Purchase Order, invoiced amounts will be due and payable within 60 days of PAR's receipt of a correct and an undisputed invoice submitted in conformance with these Terms; provided that, if, in PAR's sole election, PAR remits payment within 10 days of PAR's receipt of a correct and undisputed invoice, PAR shall receive a 2% cash discount on the invoice amount and PAR's payment shall reflect such reduced amount. (c) PAR is not obligated to pay any invoice received from Supplier more than 120 days after PAR accepts the Goods or Services. (d) Payment of an invoice will not constitute acceptance under the Purchase Order, and is subject to adjustment for errors, shortages, defects, or other failure of Supplier to meet the requirements of the Purchase Order. (e) Payment will be in U.S. dollars. PAR will determine the local currency exchange as of the date of payment. (f) PAR may, at any time, set-off any amounts Supplier owes PAR against any amounts PAR owes to Supplier or any of its affiliated companies.

**7. Shipment, Delivery, Risk of Loss and Title.** (a) Unless otherwise provided in the Purchase Order, Supplier shall, at its cost, package and ship the Goods according to PAR's instructions or, if there are no instructions, in a manner that is in accordance with good commercial practice, is acceptable to common carriers, and is adequate to ensure that the Goods are delivered in undamaged condition. (b) Supplier shall deliver all Goods on the Delivery Date(s) to PAR's designated delivery location set forth in the Purchase Order during PAR's normal business hours or as otherwise set forth in the Purchase Order. (c) Unless otherwise provided in the Purchase Order, shipping terms within the United States are: F.O.B. PAR's designated delivery location or, for international shipments, D.A.P. PAR's designated delivery location (per INCOTERMS 2020) and Supplier shall be responsible for all freight, shipping, and delivery costs including customs, taxes, and insurance. (d) Supplier shall provide PAR with each shipment of Goods an itemized invoice and packing slip identifying the purchase order number, the item or part number (if applicable) for each of the Goods, the quantity and a description of each of the Goods, the date of shipment and other shipping documents required for domestic or international transit or regulatory clearance and necessary to release the Goods to PAR upon delivery thereof to PAR's designated delivery location specified in the Purchase Order. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence, and any other documents pertaining to the Purchase Order. (e) Title to the Goods and risk of loss, damage, or destruction to the Goods shall remain with Supplier until the Goods are delivered to PAR, at PAR's designated delivery location specified in the Purchase Order.

**8. Time is of the Essence.** Time is of the essence; PAR's schedules are based upon Supplier's performance of its obligations under the Purchase Order, including delivery of the Goods to PAR and/or completion of the Services by the Delivery Date(s). Supplier shall immediately notify PAR upon knowing or suspecting that Supplier will not be able to deliver the Goods and/or complete the Services by the Delivery Date(s), shall state the reason for such failure and shall provide a new Delivery Date(s); provided, however, in the absence of PAR's written consent, receipt of Supplier's notice shall not constitute PAR's waiver of Supplier's obligations to deliver the Goods and/or complete the Services by the Delivery Date(s). If the Goods are not delivered and/or the Services are not completed by the Delivery Date(s), PAR may reject the Goods and/or Services as non-conforming and, in addition to its other remedies, purchase substitute products or services elsewhere and charge Supplier for any loss incurred.



**9. Inspection, Acceptance and Rejection.** (a) All Goods and/or Services are subject to inspection and testing by PAR at any place that PAR may reasonably designate and before PAR's acceptance. (b) Payment for any Goods and/or Services prior to PAR's timely rejection of such Goods and/or Services (or any Deliverables therefrom) as non-conforming will not be deemed to constitute PAR's acceptance of the Goods and/or Services (or any Deliverables therefrom). (c) If the Purchase Order covers the design and/or construction of Goods by Supplier, PAR's review or approval of Supplier's designs, drawings or other material shall not relieve Supplier of responsibility for errors in design, construction, or performance, nor constitute a waiver of Supplier's responsibility for complying with any of the Specifications and other conditions of the Purchase Order. (d) In addition to any other rights it may have, PAR expressly reserves the right, without liability hereunder, to refuse acceptance of and/or reject any Goods and/or Services (or any Deliverables therefrom) that (i) do not conform in all respects to (A) any instructions contained in or the terms and conditions of the Purchase Order (including quantities and Delivery Date(s)), (B) the Specifications or (C) the warranties contained herein and, if broader, any other warranties made by Supplier with respect to the Goods and/or Services, notwithstanding PAR's knowledge of a non-conformity, its substantiality or the cause of its discovery, (ii) are in excess of the quantities or different Goods and/or Services than specified in the Purchase Order, or (iii) violate applicable law. (e) At PAR's option, PAR may (i) return non-conforming Goods to Supplier for a full refund or credit; (ii) require Supplier to replace the non-conforming Goods with conforming Goods and/or re-perform the Services at no additional cost to PAR; (iii) require Supplier to repair non-conforming Goods so that such non-conforming Goods meet the applicable requirements (including those set forth in the Specifications); or (iv) accept non-conforming Goods and/or Services subject to receipt of a refund or credit in an amount PAR reasonably determines to represent the diminished value of the non-conforming Goods and/or Services. Goods and/or Services corrected or replaced by Supplier shall be subject to all of the provisions of the Purchase Order in the manner and to the same extent as Goods and/or Services originally furnished under the Purchase Order. (f) Without limitation of the foregoing remedies, PAR may hold any rejected Goods at Supplier's sole risk and expense, including storage charges, while awaiting Supplier's return shipping instructions. Supplier will bear all return shipping charges, including insurance charges PAR incurs on Supplier's behalf. PAR may, in its sole discretion, destroy or sell at a public or private sale any rejected Goods for which PAR does not receive return shipping instructions within a reasonable time (which shall be not more than two days from Supplier's receipt of PAR's notice of rejection), and apply the proceeds, if any, first toward any storage charges. (g) Any provision herein for delivery of Goods by installment shall not be construed as rendering the obligations of Supplier severable. (h) PAR's acceptance of non-conforming Goods (including quantities and Delivery Date(s)) and/or Services shall not be deemed a waiver by PAR of its rights or remedies under the Purchase Order or applicable law.

**10. Services.** If the Purchase Order covers the performance of Services for PAR or involves operations by Supplier on the premises of PAR, Supplier shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and, except to the extent that such injury is due solely and directly to PAR's gross negligence, shall indemnify and hold PAR harmless against all liability, claims or demands for injuries or damages to any person or property growing out of the performance of the Purchase Order including the cost of defending against any such claim.

**11. Representations and Warranties.** (a) Supplier represents and warrants that: (i) it has full power, right, and authority to enter into and perform its obligations under the Purchase Order; (ii) it shall perform the Services in a professional manner in accordance with applicable industry standards except to the extent a higher standard is specified in the Purchase Order in which case the higher standard shall apply; (iii) the Goods and/or Services (A) conform in all respects to the requirements of the Purchase Order, including applicable Specifications, and to recognized commercial standards of quality and function; (B) are free from defects in design, material, and workmanship; (C) do not contain any virus or disabling code; (D) are new; (E) are merchantable; (F) are furnished or installed in conformance with the manufacturer's recommendation and specifications, where applicable; and (G) are fit for their intended purpose and operate as intended; (iv) the Goods, Services and Deliverables do not and will not infringe upon, misappropriate or otherwise violate any Intellectual Property of, or nondisclosure obligation to, any third party, whether contractual, statutory or common law; (v) the provision of the Goods, Services and Deliverables, including the production or manufacturing of Goods and the performance of Services, comply and will comply with all applicable law, including Data Protection Legislation, the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010 and any and all applicable laws against fraud, bribery, corruption, inaccurate books and records, inadequate internal controls, and money-laundering; (vi) the Goods, Services and Deliverables were not produced or manufactured and do not contain materials or components that were produced or manufactured using human trafficking or slavery; and all materials and components incorporated therein comply with all applicable law regarding human trafficking and slavery of the country or countries in which Supplier or Supplier's suppliers



conduct business; and (vii) Supplier will provide to PAR all Goods, Services and Deliverables free and clear of all liens, security interests and other encumbrances. (b) These representations and warranties run to PAR, its customers, and other users of the Goods or Services. (c) ANY CONTRARY TERMS AND CONDITIONS OR OTHER ATTEMPTS BY SUPPLIER TO DISCLAIM ANY SUPPLIER WARRANTY, EXPRESS OR IMPLIED, PROVIDED UNDER APPLICABLE LAW OR OTHERWISE, SHALL BE NULL AND VOID AND OF NO FORCE OR EFFECT WHATSOEVER.

**12. Intellectual Property.** Subject to Supplier's Preexisting and Separate Intellectual Property, any and all rights, title and interests in all work product (in any form and format) made, created, developed or reduced to practice (including all Intellectual Property) in the performance of the Purchase Order, including the provision of the Goods and the performance of the Services, together with all Deliverables (including Software, design, graphics, artwork, data/content, schema, format, documentation and other materials), shall be the sole and exclusive property of PAR. Any Deliverable that is copyrightable work ("Copyrightable Work") shall be deemed a "work made for hire" as defined under applicable copyright law (including 17 U.S.C. § 101 in the U.S.).

Supplier assigns and transfers to PAR all right, title, and interest in and to all Deliverables (including any Copyrightable Work not deemed to be a "work made for hire", and including all Intellectual Property), and agrees to execute and deliver, and to cause all Supplier Personnel to execute and deliver, all documents and perform such acts as may be requested by PAR to perfect, protect, evidence or effectuate PAR's rights in the Deliverables and to otherwise implement and confirm the intent of this Section. Supplier waives all moral rights in Deliverables. (d) In the event Supplier uses any Supplier or third-party Intellectual Property in the performance of the Purchase Order, including the provision of the Goods and the performance of the Services, then, no later than the Delivery Date(s), Supplier shall provide or cause to be provided to PAR a perpetual, irrevocable, worldwide, nonexclusive, transferable, royalty-free, fully paid-up license, with the right to sublicense and to grant sublicenses, to use and reproduce Supplier's Preexisting and Separate Intellectual Property and all third-party Intellectual Property incorporated into, required to use, or delivered with the Goods or the Deliverables, together with all current and future Intellectual Property (including, any new feature, design, or improvement thereto). Unless otherwise provided in the Purchase Order, none of the Deliverables will be subject to any open-source license, or other license terms, that require any PAR Intellectual Property to be licensed to or shared with any third party. Supplier will identify for PAR all Supplier and third-party Intellectual Property or Software used in conjunction with the Goods and/or Services. (e) Supplier shall not sell or distribute in any manner whatsoever to persons other than PAR or parties designated in writing by a duly authorized officer of PAR any Goods or Deliverables, including all associated Intellectual Property, which in any way bear PAR logos, trade names, trademarks, or labels, even if the Goods were rejected by PAR as non-conforming.

As used herein "**Intellectual Property**" means any and all (i) copyrights and all rights associated with works of authorship (whether or not copyrightable) and all moral rights throughout the world, including database rights, mask works, and all derivative works thereof; (ii) trademarks, service marks, designs, trade dress, logos, slogans, trade names, business names and similar rights, together with all translations, adaptations, derivations, and combinations thereof, and all goodwill associated with any of the foregoing; (iii) trade secrets and other confidential or proprietary information; (iv) inventions or discoveries (whether or not patentable or reduced to practice), patents, industrial designs, algorithms, utility models, and other industrial property rights; and (v) other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; (vi) improvements to or modifications of any of the foregoing; (vii) registrations, applications, renewals, extensions, continuations, continuations-in-part, divisionals, reexaminations or reissues, as applicable, thereof now or hereafter in force in any jurisdiction or multinational body (including any rights in any of the foregoing); and (viii) tangible embodiment or descriptions of any of the foregoing (in any form or medium); "**Preexisting and Separate Intellectual Property**" means all Intellectual Property owned by or licensed to (other than pursuant to these Terms) a party that was or is made, conceived, developed, reduced to practice, or acquired by the party and existing as of the effective date of the Purchase Order (except Intellectual Property covered by an earlier purchase order between PAR and Supplier) or outside the scope of the Purchase Order. A party will own and retain its rights, title, and interests in and to its respective Preexisting and Separate Intellectual Property; "**virus**" means any malicious code, defect, component, program or other internal component (e.g., computer "virus", computer "worm", computer time bomb, "Trojan horse", "back door" or similar component); and, "**disabling code**" means computer instructions, features or functions that may permit Supplier, Supplier Personnel or a third party to, or may automatically: (a) alter, destroy or inhibit "**Software**" (object code and source code versions of applications, programs, operating system software, computer software languages, utilities, tools,





machine-readable texts and files and other computer programs, in whatever form or media, including all corrections, improvements, updates and releases thereof) and/or PAR processing environment; (b) erase, destroy, corrupt or modify any data, programs, materials or information used by PAR or store any PAR data, programs, materials or information without the consent of PAR; (c) discontinue PAR's effective use of the Software; or (d) bypass any internal or external software security measure to obtain access to any hardware or Software of PAR without the consent or knowledge of PAR, including, but not limited to, other programs' data storage and computer libraries. Disabling Code includes, but is not limited to, programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but are designed for a different function; provided that, devices and mechanisms that activate or enable the intended use or operation of Software is not disabling code.

**13. Confidential Information; Duty Not to Disclose.** Supplier shall not use or permit the use of Confidential Information, except as required to perform the Purchase Order, and shall not disclose any Confidential Information to any person, except to Supplier Personnel who need to know such information for the purpose of performing the Purchase Order, including the provision of the Goods and the performance of the Services, have been informed by Supplier of the confidential nature of the Confidential Information, have been instructed not to use the Confidential Information other than for the performance of the Purchase Order, and are bound to maintain the confidentiality of the Confidential Information. Supplier will be responsible for any act or omission of Supplier Personnel which, if they were the acts or omissions of Supplier, would be deemed a breach of these Terms. Upon the earlier of the termination or expiration of the Purchase Order or PAR's request, Supplier shall promptly return (in a format reasonably requested by PAR) or, at Supplier's election, destroy or cause to be destroyed all Confidential Information in Supplier's or Supplier Personnel's possession or control.

As used herein "**Confidential Information**" means all information disclosed by or behalf of PAR to Supplier or Supplier Personnel, including in writing, oral, by visual observation, or any other form, designated as "confidential" (or other similar designation) or that a reasonable person should understand to be confidential to PAR or to a third party given the nature of the information disclosed or the circumstances of disclosure, including information relating to PAR's business, financial condition, operations, strategies and prospects, specifications, code, inventions, concepts, ideas, applications, know-how, discoveries, technology, products and/or services (including prospective), capabilities, systems, pricing, controls, standards, customers, and suppliers; provided that PAR Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of disclosure in violation of the Purchase Order directly or indirectly by Supplier or Supplier Personnel; (b) is or becomes available to Supplier or Supplier Personnel on a non-confidential basis from a source other than PAR unless Supplier or Supplier Personnel knows or should know (applying a reasonable person standard) that such source is prohibited from disclosing the information to Supplier or Supplier Personnel by a contractual, fiduciary or other legal obligation to PAR or a third-party; or (c) Supplier can demonstrate was independently acquired or developed by Supplier without use or reference to any Confidential Information of PAR.

**14. Data Protection.** If performance of the Purchase Order requires that Supplier collect, process, or transfer Personal Data or, in the performance of the Purchase Order, Supplier has access to Personal Data, Supplier shall comply and shall insure compliance by Supplier Personnel, with all applicable Data Protection Legislation and with PAR's Privacy Policy, <https://www.partechn.com/privacy-policy>.

As used herein "**Data Protection Legislation**" means any law, rule, regulation, decree, statute, or other enactment, order, or other mandate, relating to data security, data protection and/or privacy, including the California Consumer Privacy Act, the New York SHIELD Act, the UK Data Protection Act, and the European Union's General Data Protection Regulation, EU 2016/679, or the GDPR, and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted. Supplier will promptly notify PAR upon becoming aware of a data security breach involving the Confidential Information or Personal Data; and "**Personal Data**" means personal data or personal information as defined in applicable Data Protection Legislation and where Personal Data is not specifically defined in the Data Protection Legislation of a jurisdiction, Personal Data means information, in any format, about an identified or identifiable natural person - an identified or identifiable person being one who is or can be identified, directly or indirectly, in particular by reference to a name, address, phone number, e-mail address, social security number, passport information, bank or credit card account number(s), an identification number(s), any other actual or assigned attribute associated with or identifiable to an individual and any information that when used separately or in combination with other information could identify an individual.



**15. Trade Restrictions.** The Goods and/or Services and the provision and derivatives thereof are subject to the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories (“**Trade Restrictions**”). Each party shall comply with all applicable Trade Restrictions. In addition, each party represents that it is not a Restricted Party and it is not owned or controlled by or acting on behalf of any person or entity that is a Restricted Party. “**Restricted Party**” means any person or entity that is: (a) listed on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, including, but not limited to, OFAC’s List of Specially Designated Nationals and Other Blocked Persons, the U.S. State Department’s Nonproliferation Sanctions lists, the U.S. Commerce Department’s Denied Persons List, Unverified List, and Entity List located <https://www.trade.gov/consolidated-screening-list> - Key Sources; or (b) subject to end destination export control regulations, including the U.S. Export Administration Regulations and EU Dual-Use Regulation EC 428/2009.

**16. Non-Exclusive.** Except as expressly provided in the Purchase Order, nothing in the Purchase Order prohibits, limits, or restricts PAR from acquiring or otherwise procuring the Goods and/or Services from a party other than Supplier, or requires PAR to acquire or procure the Goods and/or Services from Supplier at all or in any quantity or amount, if any.

**17. Precision Goods.** (a) All Precision Goods are and will continue to be PAR’s property. Supplier will keep all Precision Goods segregated and clearly marked, and Supplier will maintain a complete inventory thereof. (c) Supplier shall insure all Precision Goods in Supplier’s actual or constructive control against all risks. (d) Unless PAR otherwise instructs in writing, Supplier shall deliver all Precision Goods in a proper condition to PAR simultaneously with the delivery of the last Good covered by the Purchase Order. (e) Supplier shall not use the Precision Goods for any work other than Supplier’s performance of the Purchase Order. (f) Supplier shall not directly or indirectly infringe or permit the infringement of the Intellectual Property of PAR or any other person in respect of any Precision Goods. In particular, Supplier shall not without PAR’s prior written consent use, or authorize or knowingly allow any third-party to use, any Precision Goods in connection with or for any purpose other than the delivery of the Goods and/or Services to PAR.

As used herein “**Precision Goods**” means all tools, equipment, and materials, including drawings, models, forms, molds and/or other precision goods, including parts and components delivered by PAR to Supplier in connection with a Purchase Order, or manufactured or procured by Supplier on behalf and for account of PAR.

**18. Change Orders.** Upon written notice to Supplier, PAR shall have the right at any time to make changes to or suspend Supplier’s performance under the Purchase Order. If any change causes an increase or decrease in the cost of the Goods and/or Services or of the time required to perform the Purchase Order, an equitable adjustment will be made to the price and/or the Delivery Date(s) and agreed to in a writing signed by PAR.

**19. Term and Termination.** (a) Except as otherwise expressly provided in the Purchase Order, the Purchase Order will continue in force through the later of Supplier’s delivery of all of the Goods and Supplier’s completion of the Services unless sooner terminated by PAR; provided that, PAR may terminate the Purchase Order, in whole or in part, at any time, with or without cause, upon written notice to Supplier. (b) In the event PAR terminates the Purchase Order (i) for convenience (without cause), PAR will pay Supplier for Goods delivered and/or Services performed and, in each case, accepted as at the effective date of termination, and (ii) upon Supplier’s failure to cure a breach of the Purchase Order within 30 days of Supplier’s receipt of written notice of such breach from PAR or upon the occurrence of a non-curable breach (as determined in PAR’s sole discretion), Supplier shall refund PAR all amounts paid by PAR to Supplier for Goods not delivered and/or Services not performed and, in each case, accepted as at the effective date of termination. Other than termination upon the occurrence of a curable breach (in which case, the effective date of termination shall be the 31st calendar day from Supplier’s receipt of written notice of breach from PAR), the date of Supplier’s receipt of PAR’s written notice of termination shall constitute the effective date of termination. If Supplier becomes or is declared insolvent or bankrupt or makes or seeks to make an arrangement with or an assignment for the benefit of creditors, or if proceedings in voluntary or involuntary bankruptcy are instituted by, on behalf of or against Supplier, or if a receiver or trustee of Supplier is appointed, or if Supplier is otherwise wound up or liquidated, voluntarily or otherwise; then, any of the foregoing shall constitute a non-curable breach of the Purchase Order. Supplier shall cease all work under the Purchase Order on the effective date of termination and prepare a report of the status of all Goods and/or Services as of such date, which Supplier



shall promptly deliver to PAR. Except as provided in this Section, PAR shall have no further payment obligation in connection with the termination of the Purchase Order.

**20. Security Interest.** Supplier grants to PAR a security interest, to the extent any advance payment is made by PAR, in any Goods made or purchased for the Purchase Order and agrees, promptly upon request of PAR, to sign and deliver to PAR appropriate documentation evidencing such security interest.

**21. Indemnification.** Supplier shall be liable for and shall indemnify, defend, and hold harmless PAR from and against any and all judgments, liabilities, damages, losses, expenses, and costs (including reasonable attorneys' fees and associated legal costs (including court costs)) which relate to or arise out of (a) Supplier's design, manufacture, assembly, use, handling, sale or distribution of the Goods; (b) the performance of the Purchase Order by Supplier or Supplier Personnel, including any act, omission, or negligence of Supplier and Supplier Personnel; (c) Supplier's breach of any representation, warranty, or obligation under the Purchase Order; (d) Supplier's actual or threatened violation of any applicable law; (e) infringement of a third-party's Intellectual Property or any other rights relating to or arising out of the Goods and/or Services (and any Deliverables therefrom); (f) any act, omission or negligence of Supplier (including Supplier Personnel) with respect to the performance of its obligations to any third-party; and (g) any employment related claim made by any Supplier Personnel on the basis, in whole or in part, that PAR is the employer of such individual. This indemnity will survive PAR's acceptance of and payment for the Goods and/or Services under the Purchase Order and any termination of the Purchase Order. This indemnity will not be limited in any manner whatsoever by insurance coverage maintained by Supplier. Nothing in this Section shall limit any other remedy of PAR.

**22. Liability.** (a) NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, PAR WILL NOT BE LIABLE TO SUPPLIER WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS OF THE AMOUNT PAR PAID TO SUPPLIER FOR GOODS AND/OR SERVICES ACCEPTED IN THE SIX MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY. (b) IN NO EVENT WILL PAR BE LIABLE TO SUPPLIER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER, WHETHER OR NOT PAR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. (c) THE LIMITATIONS OF LIABILITY CONTAINED HEREIN WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. NOTHING IN THE PURCHASE ORDER LIMITS EITHER PARTY'S LIABILITY FOR DEATH OR BODILY INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

**23. Insurance.** (a) Supplier shall maintain sufficient insurance coverage to meet its obligations required by the Purchase Order and by applicable law. Supplier's insurance must include the following coverage (or the local currency equivalent) to the extent the Purchase Order creates risks generally covered by these insurance policies:

**Required Insurance Coverage**

Coverage	Form	Limit <sup>1</sup>
Commercial general liability insurance, including contractual and product liability	Per occurrence	\$1,000,000 USD
Automobile liability insurance with coverage for all owned, hired, and non-owned vehicles	Per occurrence	\$1,000,000 USD
Workers' compensation	Statutory	Statutory
Employer's liability insurance	Per employee by occurrence (accident or disease)	Greater of \$500,000 USD or applicable law
Privacy and cybersecurity liability, as reasonably commercially available (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to	Per claim	\$2,000,000 USD



data breaches, and legal claims for security breach, privacy violations, and notification costs)		
Professional liability/Errors & Omissions, covering third-party proprietary rights infringement (e.g., copyright and trademark) if reasonably commercially available	Per claim	\$2,000,000 USD
Umbrella or excess insurance	----	\$5,000,000 USD

Note 1 to Table: All limits are per claim or occurrence unless statutory requirements are otherwise, USD may be converted to local currency.

(b) Supplier will provide PAR certificates of insurance setting forth the coverage as required above. PAR shall be given not less than 30 days prior written notice of cancellation, reduction, or non-renewal of any policy of insurance required hereunder. All insurance policies, except workers' compensation and employers' liability and professional liability/errors & omissions, will include PAR as an additional insured. Supplier's insurance coverage hereunder shall be primary and non-contributory to any applicable coverage carried by PAR. Supplier waives its right of subrogation against PAR.

(c) Failure of Supplier to provide the certificates referenced hereunder, or failure of PAR to hereafter specifically request such certificates, shall in no way limit or release Supplier of its obligations or liability hereunder. Supplier's obligation to provide the insurance specified herein shall not limit or expand in any way any obligation or liability of Supplier under the Purchase Order.

**24. Audit.** Supplier shall keep, and make available to PAR, complete and accurate books and records that reflect, and permit PAR to confirm and verify, Supplier's accounting of all fees, invoices, and expenses billed to or claimed from PAR pursuant to the Purchase Order, including copies of invoices, expense receipts, agreements with Supplier Personnel and other underlying documentation reasonably necessary to evidence charges to and payments by PAR based thereon and all other documentation to evidence the performance of its obligations under the Purchase Order. All such books and records shall be kept for the term of the Purchase Order and for three years after termination. PAR's internal audit personnel and/or its accountant or auditing firm will be entitled to ask for, and Supplier shall provide within a reasonable time (but, in any event, within five (5) business days of PAR's written request), copies of such books and records.

**25. Independent Contractor.** Supplier is an independent contractor of PAR and shall not be deemed to be an employee, agent, partner, or joint venturer of PAR for any purpose.

**26. Notices.** Except as otherwise expressly required by the Purchase Order, any notice, consent, waiver, or other communication ("notice") under the Purchase Order shall be in writing and given in person or by email or overnight delivery via a nationally recognized overnight courier (with all fees pre-paid) to the person designated in the Purchase Order. A notice shall be deemed given (a) upon personal delivery to the designated person, (ii) upon electronic email delivery to the designated person's email address, which delivery is confirmed by sender, or (iii) next day, if by overnight delivery to the designated person's address, which delivery is confirmed by reference to the carrier's records. All notices to PAR shall be accompanied by a copy to [legal@partech.com](mailto:legal@partech.com).

**27. Assignment.** Supplier may not assign any of its rights or delegate any of its obligations under the Purchase Order without PAR's prior written consent. PAR may assign all or a portion of its rights under the Purchase Order.

**28. Survival.** Notwithstanding the expiration or termination of the Purchase Order, this Section and provisions of these Terms which by their nature are intended to survive, including the following provisions: warranties, limitation of liability, indemnity, payment, confidentiality, security, and privacy, shall remain in force and survive any termination or expiration of a Purchase Order.

**29. Governing Law and Jurisdiction.** The Purchase Order and all matters arising out of or relating thereto shall be construed in accordance with, and all disputes will be governed by, the laws (including the Uniform Commercial Code - Sales) of the State of New York, United States of America, without giving effect to any choice or conflict of law principles or rules (whether of the State of New York or any other jurisdiction). Supplier irrevocably consents to the exclusive jurisdiction and venue in a court of competent jurisdiction located in New York State. The parties specifically waive application of the United Nations Convention on Contracts for the International Sale of Goods





and the Uniform Computer Information Transactions Act. The rights and remedies under the Purchase Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

**30. Interpretation.** The English language version of the Purchase Order shall govern and control any translation of the Purchase Order into any other language. Except to the extent otherwise provided in the Purchase Order or that the context otherwise requires, whenever the words “include,” “includes” or “including” are used in the Purchase Order, they are deemed to be followed by the words “without limitation”. The Purchase Order supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Purchase Order.

**31. Severability.** If a court or other tribunal of competent jurisdiction holds that any provision of the Purchase Order is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Purchase Order will not be affected or impaired, and all remaining terms of the Purchase Order will remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.

**32. Amendment and Waiver; Course of Dealing.** Except as provided below in “Changes to these Terms”, the Purchase Order may be amended only by a written document executed by PAR and Supplier. Any purported waiver by either PAR or Supplier will only be enforceable if in writing and signed by the waiving party and will not be deemed to waive any later breach of the same or any other term, right or condition. No course of dealing or failure by either PAR or Supplier to strictly enforce any term, right or condition of the Purchase Order will be construed as a waiver thereof.

**33. Changes to these Terms.** PAR reserves the right to change these Terms from time to time. The updated version will apply to Purchase Orders issued after the version date specified above.