



LICENSE AND SUBSCRIPTION SERVICES AGREEMENT Drive-Thru Services Only

This License and Subscription Services Agreement (“Agreement”) is entered into by and between ParTech, Inc., and its subsidiaries (“ParTech”), having a place of business at PAR Technology Park; 8383 Seneca Turnpike; New Hartford, New York 13413-4991, and the Customer executing the Agreement below (“Customer”) to use and access certain Software and the ParTech Services both as defined herein. This Agreement shall be effective as of the date of Customer’s signature below (“Effective Date”). By executing this Agreement, Customer agrees to be bound by the terms and conditions of this Agreement, including any Schedules, as applicable only for the Software and ParTech Services (as defined herein) which Customer is licensing and/or purchasing access to in accordance with any applicable Order (as defined herein).

1. **DEFINITIONS.** Terms not otherwise defined herein shall have the meanings set forth below.
 - a. “API” means any application programming interface provided to Customer by ParTech for the Software or the ParTech Services.
 - b. “Documentation” means the standard user guide, manual or other explanatory materials provided to Customer by ParTech regarding any ParTech Services, as such materials may be modified or updated by ParTech from time to time.
 - c. “PAR[®] Clear Drive-Thru Communications Services” means ParTech’s internet-hosted web services, including operational metrics, remote monitoring and maintenance in connection with the use of ParTech’s drive-thru communications hardware, as may be updated, modified, or otherwise changed by ParTech at any time.
 - d. “PAR[®] Drive-Thru Timer Services” means ParTech’s internet-hosted web services, including operational metrics, remote monitoring and maintenance, and real-time competition metrics in connection with the use of ParTech’s drive-thru timers, as may be updated, modified, or otherwise changed by ParTech at any time.
 - e. “ParTech Services” means collectively, the PAR Clear Drive-Thru Communications Services and the PAR Drive-Thru Timer Services as subscribed to by Customer.
 - f. “ParTech Products” means collectively the API, the Software, and the ParTech Services.
 - g. “Software” means any software, other than third-party software, residing on any on-premises device that interoperates with any ParTech Services, as may be updated, modified, or otherwise changed by ParTech at any time.
 - h. “Third-Party Services” means any Services, add-on, service, or product not provided by ParTech that Customer elects to integrate or enable for use with any of the ParTech Services at any time.
 - i. “Third-Party Software” means any software residing on any on-premises device that interoperates with any Third-Party Services or ParTech Services, as may be updated, modified, or otherwise changed at any time.

2. **ORDERING.**

- a. Direct from ParTech. Customer may purchase a license or acquire access to certain ParTech Products as referenced on the sales order by accepting a sales order, order form, or proposal as provided by ParTech (“Sales Order”) or by submitting a written purchase order (“Purchase Order”) to ParTech. Sales Orders and Purchase Orders are collectively “Orders”, and each an “Order”. This Agreement will apply to an Order. In the event of any conflict between the terms and conditions of an Order and the terms and conditions of this Agreement, the terms and conditions of this Agreement will control unless the Order expressly states that it is overriding a specific conflicting term of this Agreement. Purchase Orders issued by Customer to ParTech are solely for identifying the ParTech Products and the Support Services (as defined herein) to be purchased or licensed, as applicable, requesting activation dates

- and quantities, and specifying the ship-to and bill-to address. All other terms on any Purchase Order shall have no force or effect. No Order shall be deemed effective until accepted by ParTech and Customer, and ParTech may evidence its acceptance by providing Customer a license and/or access, as applicable, to the ParTech Products). All Orders are non-cancellable by Customer. The total amount due as set forth in any Order may be increased or decreased based on required configuration changes (e.g., additional subscriptions for ParTech Services are added by Customer) (“Configuration Changes”) after Customer’s approval of the Order.
- b. In-Direct from ParTech Reseller. Pursuant to a separate agreement between Customer and an authorized reseller of ParTech (“Authorized Reseller”) (including the applicable ordering document between Customer and such Authorized Reseller, the “Reseller Agreement”), Customer may purchase a license or acquire access to ParTech Products from such Authorized Reseller to be provided by ParTech. In such event, this Agreement specifies the terms and conditions under which such ParTech Products will be provided to Customer by ParTech, apart from price, payment and other terms specified in such Reseller Agreement. Notwithstanding anything to the contrary in this Agreement, if Customer purchases a license or acquires access to the ParTech Products or obtains any other services through an Authorized Reseller, then (i) Customer shall pay the Authorized Reseller all applicable fees in accordance with the Reseller Agreement; (ii) the Reseller Agreement is between Customer and the Authorized Reseller and is not binding on ParTech, and any dispute related to the Reseller Agreement shall be handled directly between Customer and the Authorized Reseller; and (iii) any claims for credits hereunder, shall be submitted by Customer to Authorized Reseller. In the event of any conflict between this Agreement and a Reseller Agreement, this Agreement will govern as between ParTech and Customer.
- c. Customer agrees that its purchase of a license and subscription for access to any of the ParTech Services hereunder is not contingent upon the delivery by PAR of any future features or functionality, or dependent upon any oral or written public comments made by PAR regarding future features or functionality of the ParTech Services.

3. **USAGE AND ACCESS RIGHTS.**

- a. License. Subject to the terms and conditions of this Agreement, ParTech grants to Customer a personal, nonexclusive, limited, nontransferable, nonsublicensable, right and license during the Term (as herein defined) to (i) access and use the ParTech Services, as applicable, in object code form only, solely for Customer’s internal business purposes and solely for use by such employees or agents of Customer (A) who are authorized by Customer to access or use the ParTech Services, as applicable, for Customer’s internal business purposes and (B) to whom a password-protected account for use of the ParTech Services, as

applicable, has been created by or on behalf of Customer (each, an “Authorized User”), (ii) install the Software (as applicable) on ParTech hardware or other hardware expressly approved by ParTech as compatible with the Software and run the Software for the purpose of connecting to and using the ParTech Services, as applicable, and as permitted by the terms and conditions of this Agreement; and (iii) to use and copy the standard user guide, manual or other explanatory materials regarding the ParTech Products as provided by ParTech to Customer, as may be modified or updated by ParTech from time to time (“Documentation”).

- b. Non-Production Environment and Pre-Releases. ParTech may, from time to time, subject to the payment of additional Fees, provide Customer with a non-production lab environment to give Customer the opportunity to review and evaluate new features and functionality of pre-released versions of the Software and the ParTech Services, as applicable, in a sandbox environment for a limited period of time (each, a “Pre-Release”). The foregoing license shall not apply to Pre-Releases, and Customer may not use any Pre-Releases in live production environments. To the extent ParTech provides any Pre-Release to Customer, ParTech grants to Customer a personal, nonexclusive, limited, nontransferable, nonsublicensable, right and license during the Term (or such shorter period as ParTech may specify) solely for Customer’s internal evaluation purposes to allow Customer to provide feedback to ParTech relating to the applicable Pre-Release.

4. SCOPE AND RESTRICTIONS.

- a. Restrictions. Customer shall not, directly, or indirectly, use, or allow others to use, any ParTech Products and Documentation in any manner other than as expressly allowed in this Agreement. Customer may not (i) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the ParTech Products or their structural framework, (ii) sell, rent, lease, distribute, redistribute, transfer, sublicense, subcontract, translate, license or grant any rights to any ParTech Products or the Documentation (including without limitation allowing any distribution or sublicense of the ParTech Products or Documentation or other access to any ParTech Products by any person or entity that is not an Authorized User, or processing data using any ParTech Products on behalf of third parties or any affiliated entities), (iii) use any ParTech Products in a hosted or managed services environment, except as expressly permitted by this Agreement, (iv) remove any proprietary notice, labels, or marks on or in the ParTech Products or the Documentation, (v) disable or circumvent any access control or related device, process or procedure established with respect to the ParTech Products, (vi) use the ParTech Products in any manner that does or could potentially undermine the security of any ParTech Products or other products or services, (vii) provide the ParTech Products or the Documentation to any third-party without ParTech’s prior written consent (which may be subject to a license fee), (viii) use any robot, spider, site search or retrieval mechanism or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of any ParTech Products, (ix) harvest or collect information about or from other users of any ParTech Products (x) probe, scan or test the vulnerability of any ParTech Products, or breach the security or authentication measures of any ParTech Products, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of any ParTech Products (xi) modify or create derivative works of any ParTech Products or the Documentation (and any modified or changed portion of any ParTech Products or the Documentation shall be deemed ParTech Products or Documentation and subject to this Agreement),

(xii) attempt to gain unauthorized access to any ParTech Products or its related systems or networks, (viii) use any ParTech Products in whole or in part for any illegal purpose, (xiii) access or use any ParTech Products to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (xiv) use any ParTech Products other than in accordance with all applicable laws, rules and regulations; or (xv) facilitate or encourage any violations of this Section. Customer shall (A) take all reasonable precautions to prevent unauthorized or improper use of any ParTech Products, (B) not interfere with or disrupt the integrity or performance of any ParTech Products, (C) not attempt to gain unauthorized access to any ParTech Products or any related systems or networks, and (D) not create Internet “links” to any ParTech Products or “frame” or “mirror” any content therein.

- b. Additional Restrictions. Customer shall not, and not attempt to, defeat, avoid, bypass, remove, deactivate, or otherwise circumvent, or otherwise interfere with, modify, or disable, any protection mechanisms, features, functionality, or security controls of any ParTech Products.
- c. Acceptable Use Policy. Customer acknowledges that ParTech engages third party suppliers to host the ParTech Services and may change such suppliers from time to time. Customer shall use the ParTech Services in accordance with such suppliers’ acceptable use policy as made available by ParTech to Customer from time to time (“AUP”), and the AUP is incorporated into this Agreement in its entirety as if fully set forth herein. As of the Effective Date, ParTech’s hosting provider for all the ParTech Services is AWS and Customer shall comply with AWS’ AUP found at <https://aws.amazon.com/aup/>. Customer acknowledges that the supplier’s AUP may change at any time and from time to time, and that it is Customer’s responsibility to review the current supplier’s AUP regularly to ensure Customer’s continued compliance.
- d. Customer Security and Requirements. Customer shall ensure the security of its account ID, password, and connectivity with the ParTech Services and shall use commercially reasonable efforts to prevent unauthorized access to its account in the ParTech Services. If any administrative account ID or password is stolen or otherwise compromised, Customer shall immediately change the password and inform ParTech of the compromise. Customer acknowledges that responsibility for all Customer Data (as herein defined), text, information, messages, and other material submitted by its Authorized Users to the ParTech Services lies solely with Customer. Customer is solely responsible for the accuracy and completeness of the Customer Data and all activity in its account in the ParTech Services. ParTech may change the authorization method for access to the ParTech Services if it determines in its sole discretion that there are circumstances justifying such changes. ParTech is not responsible for loss of any data in transmission or improper transmission by Customer or its Authorized Users. As between the parties, Customer is responsible for obtaining and maintaining all computer hardware, software, communications, and equipment needed to access and use the ParTech Services, and for paying all associated third-party access charges.
- e. Monitoring and Use of Data. ParTech may monitor all use of the ParTech Services. ParTech may immediately suspend provision of or access to the ParTech Services at any time, without notice to Customer and without liability, if ParTech suspects or becomes aware that the ParTech Services or the use thereof may infringe or violate any third-party rights or may violate applicable laws. ParTech may suspend Customer’s and its Authorized Users’ access to and use of the ParTech Services to comply with applicable laws, or upon having reason to believe that any improper activity or any potential damage to any ParTech Products, customers, or consumers is associated with Customer’s

- or its Authorized Users' use of or access to the ParTech Services. ParTech may gather operational telemetry and usage analytics data for the purpose of optimizing the ParTech Services, including identifying trends and the formulation of statistics.
- f. Changes to ParTech Products. ParTech reserves the right, without prior notice to Customer, to supplement, replace or otherwise make changes of any kind or nature to the ParTech Products at any time in ParTech's sole discretion, including changes to meet applicable laws or any industry standard requirements. ParTech shall have no obligation to supplement or otherwise make changes to prior versions of the Software in use by Customer.
- g. IP Addresses. ParTech may assign Internet Protocol ("IP") addresses to the Customer for its use in connection with the ParTech Services. The Customer has no right to use IP addresses not assigned to it or to use IP addresses in any manner not permitted by ParTech in connection with the use of the ParTech Services. ParTech maintains control of all IP addresses that are assigned to the Customer and reserves the right to change or remove them at its sole and absolute discretion, provided that ParTech gives Customer at least thirty (30) days' prior notice of such change to the extent feasible. ParTech acknowledges that changes to IP address changes may occur (for example, at the request of the American Registry for Internet Numbers ("ARIN")), or as ParTech may reasonably require (e.g., for its operational purposes, capacity planning, scaling, etc.). The parties acknowledge that the allocation of IP addresses is restricted by the policies of ARIN, and that said policies dictate that name-based hosting must be used whenever possible. ParTech reserves the right to periodically review IP address usage and revoke authorization to use those IP addresses not being utilized or where name-based hosting could be used to comply with ARIN policies.

5. CONFIDENTIALITY.

- a. Definition of Confidential Information. Confidential Information means all information disclosed by a party ("Discloser") to the other party ("Recipient") in connection with this Agreement, whether orally, visually or in writing ("Confidential Information"). ParTech's Confidential Information includes without limitation all ParTech Products and any part thereof, and ParTech's pricing. Customer's Confidential Information includes without limitation Customer Data.
- b. Protection of Confidential Information. The Recipient must (i) protect the Discloser's Confidential Information using the same degree of care that it uses to protect the confidentiality of its own confidential and proprietary information (but in no event less than reasonable care) and (ii) not disclose or use any Confidential Information of the Discloser for any purpose other than to perform its obligations and exercise its rights under this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to (A) its affiliates; and (B) those of its or its affiliates employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Section 5 and who are advised of the confidential nature of the Discloser's Confidential Information. Recipient will be responsible for compliance with these confidentiality obligations by all persons and entities to which it discloses the Discloser's Confidential Information.
- c. Exceptions. The parties shall have no obligation hereunder with respect to any information that is (i) already known to the Recipient at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known thereafter through no wrongful act of the Recipient; or (iii) subsequently disclosed to the Recipient on a non-confidential basis by a third party not having a confidential relationship with the Discloser and

- which third party rightfully acquired such information. A disclosure of Confidential Information shall not be a violation of this provision if it is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the Recipient provides prompt notice of any such subpoena, order, etc. to the Discloser so the Discloser has the opportunity to obtain a protective order.
- d. Obligations. Both parties shall maintain as confidential and shall not disclose (except to its or its affiliates employees, contractors, attorneys, accountants, and other professional advisors on a need-to-know basis, and who have in turn been advised of the confidentiality obligations hereunder) or, except as otherwise provided in Section 6.c., use the other party's Confidential Information for purposes other than in performance of this Agreement. Each party shall protect the other party's Confidential Information with the same degree of care a prudent person would exercise to protect its own confidential information and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof, but with not less than reasonable care. Each party shall be liable under this Agreement to the other for any use or disclosure in violation of this Section 5.d by persons or entities to which it discloses the other party's Confidential Information.
- e. Publicity and Promotion. Customer agrees to permit ParTech (and hereby grants to ParTech a license) to use, on a limited, non-exclusive, non-transferable, non-sublicensable basis, certain marks owned or licensed to Customer or one of its affiliates (the "Marks") for the Term of this Agreement for the purpose of identifying Customer as a Customer of ParTech and displaying Customer's name or logo on ParTech's website, in sales presentations, and in investor materials. ParTech shall abide by Customer's guidelines for the use of the Marks as provided by Customer to ParTech from time to time. Except as provided above in this Section, neither party may use the names(s), trademark(s), or trade name(s) (whether registered or not) of the other party, without the other party's prior consent. ParTech may provide Customer, for Customer's review and approval (which approval will not be unreasonably withheld, conditioned, or delayed), a press release for immediate release in connection with the execution of this Agreement regarding Customer's election to use ParTech Products.

6. PROPRIETARY RIGHTS.

- a. Reservation of Rights. All rights not expressly granted to Customer herein are expressly reserved by ParTech and/or its third-party licensors, as applicable. As between the parties, the ParTech Services, the Software (including any software enhancements made to the ParTech Services or the Software as may be requested by Customer), all related processes, algorithms, user interfaces, know-how, techniques, designs and other tangible and intangible technical material or information and content therein (other than Customer Data, as defined in herein, and the Documentation (collectively "ParTech Items") are and will remain the exclusive property of ParTech and/or its third-party licensors and suppliers, as applicable, and ParTech and/or its third-party licensors and suppliers, as applicable, will retain ownership of all copyrights, patents, trademarks, trade secrets, know-how, databases, and other intellectual property rights relating to or residing in the ParTech Items and any updates, improvements, modifications and enhancements (including error corrections and enhancements) thereto, and all derivative works thereof, and Customer will have no right, title, or interest in or to the same. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of ParTech's or its third-party licensors' existing or future rights in or to the ParTech Items. ParTech's and/or its third-party licensors trade names, trademarks, service marks, titles, and logos, and any

- goodwill appurtenant thereto, shall be owned exclusively by ParTech and/or its third-party licensors, as applicable, and shall inure solely to the benefit of ParTech and/or its third-party licensors, as applicable.
- b. **Feedback.** Customer hereby assigns to ParTech and/or its third-party licensors, as applicable all right, title and interest in and to all feedback, suggestions, ideas, improvements and other comments provided by Customer and Authorized Users to ParTech and/or its third-party licensors, as applicable, relating to the ParTech Services (excluding Customer Data and Transaction Data) (collectively, “**Feedback**”), and ParTech and/or its third-party licensors, as applicable, will have the unrestricted right to use and disclose Feedback into and in connection with the ParTech Products, without duty or obligation to Customer, and Customer acknowledges that any improvements, modifications and changes arising from or in connection with its contribution to the ParTech Services are the exclusive property of ParTech and/or its third-party licensors, as applicable; *provided, however*, that ParTech and/or its third-party licensors, as applicable, will not identify Customer in connection with any such use or disclosure.
- c. **Customer Data/Transaction Data.** As between the parties, (1) Customer has and shall retain sole and exclusive title and ownership of all information and data, including all derivatives and transformations thereof, input by Customer or Authorized Users into the ParTech Services (“**Customer Data**”), and Customer hereby grants to ParTech a limited, nonexclusive, royalty free right and license to access, store, copy, modify, process, combine with other data, distribute, display Customer Data and otherwise use Customer Data (x) for the performance of ParTech’s obligations and exercise of its rights under this Agreement; (y) to offer or develop other ParTech products and services and/or alternative pricing structures; and (z) to create derivatives of Customer Data, solely in de-identified and aggregated form (such derivatives, “**Aggregated Data**”); (2) ParTech shall own all right, title, and interest in all Aggregated Data and in such improvements and derivative works thereof and may use such Aggregated Data for any lawful purpose; (3) to the extent (if any) that Customer receives or provides personally identifiable information (“**PII**”) in the course of using the ParTech Services, Customer agrees to comply with all laws and regulations, including data privacy laws, applicable to its provision or receipt of such PII, including obtaining, and maintaining any notices, consents, or approvals necessary to make such information available to ParTech for processing and use. For Customer Data that is also considered PII, Customer agrees that ParTech processes such data based on Customer’s instructions, and ParTech shall do so in accordance with the data privacy schedule in **Schedule A**, which is incorporated into this Agreement by this reference as if set forth herein (“**Data Processing Schedule**”).
- d. **Return of Customer Data.** Provided Customer has paid all Fees and other amounts due under this Agreement, ParTech will extend Customer’s access to the ParTech Services for a period of sixty (60) days beyond the expiration or early termination of this Agreement. During such period, Customer may extract any data in appropriately available formats for each ParTech Services. This extraction right is limited to Customer Data and does not grant Customer any rights to ParTech’s data structure, data alignment, or other intellectual property. Any assistance required by Customer to execute such data extraction will be provided by ParTech in a cooperative fashion as professional services, billed at prevailing rates and payable in advance. After such sixty (60) day period, ParTech shall have no obligation to maintain or provide any access to Customer Data and may thereafter, unless legally prohibited, delete all Customer Data within the ParTech Services or otherwise in its possession or under its control.
- Customer may request that ParTech not discard certain Customer Data within the ParTech Services for Customer or if Customer is a Franchisor, for any of Customer’s franchisees, following expiration or termination of this Agreement. Subject to ParTech’s agreement to the continued retention of such Customer Data in the ParTech Services and to the continued payment of applicable subscription Fees for the applicable ParTech Services, ParTech will not discard such Customer Data and will continue to maintain it in accordance with this Agreement.
- e. **Franchisee Data.** If Customer is a franchisee of a franchisor that is a customer of ParTech (a “**Franchisor**”) or as required in connection with support services provided to Customer directly by an Authorized Reseller under a Reseller Agreement, then Customer hereby authorizes ParTech to disclose, release and transmit all data in each of Customer’s locations and hosted on the Brink POS Services, to such Franchisor or Authorized Reseller, and each of their subsidiaries and affiliates, including without limitation sales, labor, inventory, product mix, and data compiled or derived from such data. In addition, notwithstanding anything to the contrary in this or any other agreement between Customer and ParTech (whether entered before, on or after the Effective Date), Customer acknowledges that the foregoing disclosures and transmissions to Franchisor or Authorized Reseller, and each of their subsidiaries and affiliates shall not constitute a breach of **Section 5** of the Agreement or any other obligation (whether express or implied) of ParTech under any such agreement. ParTech may rely on this authorization in making such disclosures and transmissions to Franchisor or Authorized Reseller, and each of their subsidiaries and affiliates and Customer hereby releases ParTech from any actual or alleged liability, loss or damage, and all claims, demands, actions and proceedings, relating to such disclosures and transmission.

7. TERM AND TERMINATION.

- a. **Term and Renewal.** Unless a different term is agreed to by Customer pursuant to an Order, the term of this Agreement will commence on the Effective Date and continue for a period of one (1) year (“**Initial Term**”), automatically renewing for successive periods of twelve (12) months at a time (each a “**Renewal Term**”), unless and until Customer provides written notice of cancellation to ParTech at least 30 days prior to the first day of any Renewal Term, or this Agreement is otherwise terminated in accordance with this **Section 7**. The Initial Term and the Renewal Term shall be referred to collectively herein as the “**Term**”.
- b. **Termination.** If a party materially breaches any term or condition of this Agreement or an Order (including non-payment of Fees), and if such breach has not been cured by the breaching party within thirty (30) days of receipt of notice of such breach, the non-breaching party may terminate this Agreement and/or Order upon notice to the other party. Each party may terminate this Agreement immediately upon notice if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or if the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within ninety (90) days of filing.
- c. **Effect of Termination.** Termination of this Agreement shall automatically terminate each then-outstanding Order. Upon termination of this Agreement, Customer’s right and license to access or use the ParTech Products shall immediately cease and ParTech will have no obligation to maintain, deliver or provide access to any Customer Data. Customer’s payment obligations, and **Sections 5, 6, 7.c., 9.b., 9.c., 10, 11, 13 and 14** will survive

termination of this Agreement. Upon any termination of this Agreement, Customer will pay any amounts due to ParTech, uninstall any ParTech Products (if applicable), follow any instructions set forth in the Documentation, and destroy or return all Documentation and all other Confidential Information of ParTech. Customer will confirm its compliance with this requirement in writing upon written request of ParTech. Except as set forth in Section 6.c., ParTech has no obligation to maintain Customer Data, and may destroy it in accordance with applicable laws.

8. FEES, INVOICES AND LATE PAYMENTS.

- a. Fees. Customer shall pay the fees, including but not limited to, as applicable, subscription service fees, transaction fees, support fees, professional service fees, activation fees and licensing fees, each identified in an Order provided by ParTech or an Authorized Reseller, as applicable (collectively “Fees”) in accordance with the terms thereof. Customer shall execute a new Order and shall be charged additional fees if Customer elects to subscribe to any new ParTech Services provided by ParTech from time to time. The subscription term for any new services ordered by Customer shall be co-terminus with the Term of this Agreement.
- b. Increases. Unless otherwise set forth in an Order or as agreed to by Customer and an Authorized Reseller, the Fees will automatically increase on the effective date of each Renewal Term by the applicable annual percentage increase in the Consumer Price Index (CPI) over the prior 12-month period plus two percent (2%) (“Automatic Increase”). The CPI shall be derived from the all-Urban Consumers All Cities Average, For All Items (1982- 1984=100) published by the Bureau of Labor Statistics, United States Department of Labor web site: <https://www.bls.gov/news.release/cpi.nr0.htm>.
- c. Invoice and Payment. Unless otherwise set forth in an Order or as agreed to by Customer and an Authorized Reseller, Fees will be invoiced monthly, in advance, during the Term, which payment will commence upon the first Activation of the ParTech Services. For services that ParTech offers direct to Customer under this Agreement: (i) if Customer has granted ACH authorization to ParTech, Customer’s account will be automatically debited monthly through ACH for monthly Fees; and (ii) payment will commence upon the first Activation of the applicable subscription product or service on a location-by-location basis. “Activation” shall be the date set forth on the applicable Order, or if none, the date when the applicable subscription product or service first becomes available to Customer for use. All other Fees, including any Fees for professional services (unless such services are sold on a subscription basis), pursuant to an applicable statement of work, will be due and payable upon Customer’s receipt of the invoice. All billing and payment will be made in United States dollars. All Fees and payments are nonrefundable.
- d. Late Payment. Amounts outstanding beyond thirty (30) days from the invoice date will be subject to a late payment charge at the lesser of one- and one-half percent (1.5%) per month or the highest rate permissible under applicable law for the actual number of days elapsed. If any amounts are outstanding on Customer’s account beyond sixty (60) days, including amounts for products or services not sold on a subscription basis, Customer hereby authorizes ParTech, upon notification to Customer, to automatically debit Customer’s account via ACH for such amounts, including any late payment charges. Customer shall notify ParTech in writing of any dispute with any invoice (along with a reasonably detailed description of the dispute) within thirty (30) days of the date of such invoice. Any invoice for which such timely notification is not received shall be deemed accepted by Customer as true and correct, and Customer shall be deemed to have irrevocably waived any right to dispute such invoice. The Parties shall seek to resolve all such disputes expeditiously and in

good faith. If Customer fails to make payments when due, ParTech may, upon notice to Customer and without limiting ParTech’s other available rights and remedies, suspend Customer’s access and use of the ParTech Services, until such payments are made. Customer will continue to be charged Fees during any period of suspension. ParTech may impose a reconnection fee if Customer is suspended pursuant to this Section and thereafter requests access to the ParTech Services.

- e. Taxes. All fees are exclusive of all taxes, including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties, and Customer agrees to pay such taxes, whether federal, state, local, or municipal (except taxes on the income of ParTech).

9. WARRANTIES AND DISCLAIMERS.

- a. Customer Warranties. Customer represents, warrants, and covenants that (i) Customer will comply with all applicable laws with respect to its and its Authorized Users’ access to and use of the ParTech Products; and (ii) Customer has received all third-party consents and certifications necessary for the transmission of Customer Data to ParTech. ParTech is not responsible for ensuring that the ParTech Services, or any portion thereof, is in compliance with Customer’s criteria for legal compliance.
- b. Disclaimers. PARTECH, AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PARTECH PRODUCTS, DOCUMENTATION AND ANY OTHER INFORMATION, MATERIALS AND SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PARTECH DOES NOT REPRESENT OR WARRANT THAT THE PARTECH PRODUCTS OR ANY SERVICES WILL BE AVAILABLE, ERROR FREE, COMPLETELY SECURE, VIRUS FREE, OR WITHOUT INTERRUPTION, OR THAT THEIR FUNCTIONS WILL MEET ANY PARTICULAR REQUIREMENTS, OR THAT DEFECTS OR ERRORS ARE CAPABLE OF CORRECTION OR IMPROVEMENT, OR THAT UNAUTHORIZED ACCESS BY THIRD PARTIES CAN BE PREVENTED. THE PARTECH PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND PARTECH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. CUSTOMER ASSUMES FULL RESPONSIBILITY AND RISK FOR USE OF PARTECH PRODUCTS AND THE INTERNET. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, PRE-RELEASES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED IN CONNECTION WITH PRE-RELEASES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND.
- c. Third Party Services. Customer may choose to use Third-Party Services in connection with the ParTech Services. Use of Third-Party Services is subject to Customer’s agreement with the relevant provider and not this Agreement. ParTech does not control and has no liability for Third-Party Services, including their security, functionality, operation, availability, or interoperability or how the Third-Party Services or their providers use Customer Data. If Customer enables a Third-Party Service which integrates with any of the ParTech Services, Customer hereby authorizes ParTech to access and/or exchange Customer Data with the Third-Party Service on Customer’s behalf. The

ParTech Services may allow access to data, information, or services disseminated by Third-Party Services and Customer acknowledges that, except as otherwise provided herein, ParTech and its suppliers and licensors disclaim responsibility for the use, content, accuracy, timeliness, completeness or availability of such third-party data, information, or services and make no warranty concerning such information. CUSTOMER USES SUCH THIRD-PARTY DATA, INFORMATION, OR SERVICES AT ITS OWN RISK.

10. LIMITATIONS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PARTECH AND ITS LICENSORS AND SUPPLIERS ON THE ONE HAND, AND CUSTOMER ON THE OTHER HAND, WILL NOT BE LIABLE TO EACH OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR LOSS OF PROFIT OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, PARTECH PRODUCTS, AND ANY INFORMATION AND SERVICES RENDERED HEREUNDER (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY IS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. PARTECH'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED AMOUNTS ACTUALLY PAID BY CUSTOMER TO PARTECH DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH LIABILITY. NOTWITHSTANDING THE FOREGOING, PARTECH'S TOTAL LIABILITY FOR DAMAGES RELATING TO PRE-RELEASES SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00).

11. INDEMNITY.

a. By ParTech. ParTech will defend, indemnify and hold harmless Customer and its officers, directors, employees and agents from and against any and all third party claims, actions, demands and lawsuits (each a "Claim") brought against Customer, and shall pay all losses, damages, liabilities, costs and expenses payable to such third party pursuant to such Claim, to the extent arising out of or relating to such third party's allegation that the ParTech Services, as applicable, (other than Customer Data), the Software, or the Documentation infringes a United States or Canadian patent, copyright or trademark. If a ParTech Item (defined in Section 6.a) or the Documentation is or may become the subject of a Claim, ParTech may, at its option, modify or replace the affected parts so the ParTech Item or the Documentation becomes non-infringing or terminate this Agreement and refund Customer for any prepaid and unused recurring fees. ParTech shall have no obligation with respect to any Claim based upon (i) Customer Data; (ii) Customer's or its Authorized Users' combination, operation or use of a ParTech Item or Documentation with non-ParTech materials, data, applications, information or services (including Third-Party Services); (iii) Customer's use of a prior version of a ParTech Item or Documentation; (iv) to Pre-Releases or other free or evaluation use of a ParTech Item or Documentation; or (v) to the extent the alleged infringement is not caused by the particular technology or implementation of the ParTech Item or Documentation but instead by features or functions common to any similar service. Where a Claim arises with respect to third party products, ParTech's sole obligation is to pass through to Customer any indemnity that may be available to

Customer under the terms and conditions of the agreement between ParTech and such third-party supplier, if any. THIS SECTION 11.a. STATES THE ENTIRE LIABILITY OF PARTECH, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY INFRINGEMENT INVOLVING THE PARTECH ITEMS OR DOCUMENTATION.

b. By Customer. Customer will defend, indemnify and hold harmless ParTech and its affiliates and its and their officers, directors, employees and agents from and against any and all Claims brought against any of the foregoing persons or entities, and shall pay all losses, damages, liabilities, costs and expenses payable to such third party pursuant to such Claim, to the extent arising out of or relating to (i) any breach of this Agreement by Customer and/or its Authorized Users; (ii) ParTech's data transfer as permitted in Sections 6.f and 9.c; (iii) Customer's and its Authorized Users' use not in accordance with this Agreement and/or modification of ParTech Items or the Documentation; and/or (iv) Customer Data.

c. Process. The indemnified party shall (i) promptly notify the indemnifying party promptly upon becoming aware of the Claim (but failure to promptly notify shall not relieve the indemnifying party of its obligations unless its ability to defend the Claim is materially prejudiced thereby), and (ii) give the indemnifying party the right to solely control and direct the investigation, preparation, defense and settlement of the Claim, and (iii) fully cooperate with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim. The indemnified party shall have the right, at its cost, to employ counsel of its choice to participate in the defense of such Claim.

12. COMPLIANCE WITH LAWS. Each party shall comply in all material respects with all federal, state, and local laws, ordinances, regulations, and orders that are applicable to the operation of its business and to this Agreement and its performance hereunder, including but not limited to, any and all privacy laws relating to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security (both technical and physical), disposal, destruction, disclosure or transfer of personal information as defined under such laws and any notification requirements thereunder in the event of a breach.

13. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without regard to conflict of laws principles. Each party hereby agrees to submit to the jurisdiction and venue of the United States District Court for the Northern District of New York and the Supreme Court of the State of New York for the purposes of adjudicating any dispute or action arising out of or in connection herewith, and each party consents to the personal jurisdiction of such courts and waives any claim that it is an inconvenient forum. The prevailing party in any litigation is entitled to recover its reasonable attorneys' fees and reasonable costs from the other party. The U.N. Convention on the International Sale of Goods is excluded. Any breach or threatened breach by Customer of Section 5 or Section 6.a may cause irreparable injury or harm to ParTech for which damages may be difficult to ascertain and/or an insufficient remedy, and ParTech may seek an injunction in any court having jurisdiction to stop any breach or avoid any future breach, without proving damages or posting a bond.

14. MISCELLANEOUS.

a. Force Majeure. ParTech shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond ParTech's

- reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) epidemic, pandemic, or other public health emergency; (i) strikes, labor stoppages or slowdowns, or other industrial disturbances; (j) denial of service attack; and (k) shortage of adequate power or transportation facilities (each, a “Force Majeure Event”). ParTech shall promptly give notice to Customer upon experiencing a Force Majeure Event stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. If ParTech’s performance under any Order is delayed by more than sixty (60) days, then ParTech may cancel any unperformed portion of the Order and this Agreement upon written notice to Customer without liability to Customer.
- b. Entire Agreement. This Agreement, and any schedule, attachments or statement of work hereto and all the Orders, constitutes the entire agreement between the parties with respect to the, licensing and/or provision of the ParTech Products, and supersedes all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter and no representation or statement not contained in this Agreement shall be binding upon either party as a warranty or otherwise. ParTech may modify or amend the terms and conditions of this Agreement at any time and from time to time upon written notice to Customer. In the event of any inconsistency or ambiguity between a term in the body of this Agreement and any schedule, attachment, statement of work or purchase order, the parties agree that the term in the body of this Agreement shall control.
- c. Waivers. Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement. Any waiver of terms and conditions of this Agreement must be approved in writing by the parties. No delay, failure or waiver of either party’s exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. No course of dealing or failure by either party to strictly enforce any term, right or condition of this Agreement or any terms incorporated herein, or an Order will be construed as a waiver thereof.
- d. No Assignment. Neither party may assign or transfer this Agreement without prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that ParTech may assign this Agreement to an affiliate or in connection with the sale of all or substantially all its business or assets to which this Agreement relates, or pursuant to a similar change in control. Any attempted assignment in violation of the foregoing shall be null and void.
- e. Independent Contractors. This Agreement shall be deemed an agreement between merchants as that term is defined by the UCC of the State of New York. Customer and ParTech are independent contractors and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have or represent that such party has the right, power, or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.
- f. Remedies Cumulative. The remedies under this Agreement shall be cumulative and are not exclusive. Election of one remedy shall not preclude pursuit of other remedies. Other than those remedies specifically disclaimed or otherwise limited in this Agreement or the schedules hereto, all remedies set forth in this Agreement shall be in addition to all other remedies available under this Agreement or at law or in equity.
- g. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby and the illegal, invalid, or unenforceable provision will be deemed modified such that it is legal, valid, and enforceable and accomplishes the intention of the parties to the fullest extent possible.
- h. Notices. Notices shall be deemed given upon receipt. Unless specifically set forth otherwise herein or in an applicable statement of work, any notices required to be given shall be in writing and in the case of notice to Customer, shall be sent via prepaid certified mail or via reputable overnight courier to the billing address on the relevant Order. Notices to ParTech, shall be sent via postage prepaid certified mail or by overnight commercial courier to: ParTech, Inc. (Attn: Legal Department); PAR Technology Park; 8383 Seneca Turnpike; New Hartford, NY 13413-4991.
- i. Headings. For purposes of this Agreement, (i) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation;” (ii) the word “or” is not exclusive; and (iii) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- j. Electronic Signature. If Customer’s signature is delivered by e-mail delivery of a “.pdf” format data file, such signature will create a valid and binding obligation of the Customer executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” signature page was an original thereof.

SCHEDULE A

DATA PROCESSING SCHEDULE

This Data Processing Schedule (this “Schedule”) shall apply to the Processing of Customer Personal Information (defined below) that is provided by Customer to ParTech through Customer’s use of the ParTech Services or collected by ParTech on behalf of Customer, as permitted under the License and Subscription Terms to which this Schedule is attached. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Terms or the Agreement (as applicable).

1. Definitions

- 1.1 In this Schedule, the following terms shall have the meanings set out below and related terms shall be construed accordingly:
- 1.1.1 “Business Purposes” means the enumerated Business Purposes set forth in Cal. Civ. Code section 1798.140(e)(1)-(8) that are applicable to the Services, as more specifically set forth in Appendix A.
- 1.1.2 “Customer Personal Information” means any Personal Information of residents of the United States and Processed by ParTech on behalf of Customer pursuant to or in connection with the Agreement and this Schedule.
- 1.1.3 “Data Privacy Law(s)” means all applicable U.S. or Canadian federal and/or state or provincial security, confidentiality, and/or privacy laws, and regulations that are applicable to ParTech, the Services, Customer Personal Information, and/or any other programs or products provided by ParTech pursuant to the Agreement, including but not limited to the California Consumer Privacy Act as amended by the California Privacy Rights Act, the Virginia Consumer Data Protection Act, the Colorado Privacy Act, Personal Information Protection and Electronic Documents Act, British Columbia’s Personal Information Protection Act, Alberta’s Personal Information Protection Act and any implementing regulations thereunder, in each case applicable to this Schedule, as and when legally effective.
- 1.1.4 “ParTech Affiliate” means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with ParTech, where “control” is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 1.1.5 “Personal Information” means information that constitutes “personal information,” “personal data,” “personally identifiable information,” or similar phrases, as such terms may be defined under any Data Privacy Law.
- 1.1.6 “Privacy Rights Request(s)” means a communication from a Consumer requesting to exercise their individual privacy rights under applicable Data Privacy Laws.
- 1.1.7 “Security Incident” means any actual or reasonably suspected unauthorized acquisition, access, use, disclosure, loss, exfiltration, or modification of Customer Personal Information, including any “breach” (as the term “breach,” and similar terms are defined under Data Privacy Laws), and including any malware or ransomware attacks preventing access to Customer Personal Information.
- 1.1.8 “Services” means the services and other activities provided by ParTech or a ParTech Affiliate for Customer pursuant to the Agreement.
- 1.1.9 “Subprocessor” means any person (including any third party and any ParTech Affiliate but excluding an employee of ParTech or any employee of its sub-contractors) appointed by or on behalf of ParTech or any ParTech Affiliate to Process Customer Personal Information on behalf of Customer for the performance of the Agreement.
- To the extent, the terms, “Aggregate Consumer Information”, “Business”, “Consumer”, “Controller”, “Deidentified”, “Personal Information”, “Process”, “Processing”, “Processor”, “Selling”, “Service Provider”, and “Sharing” are defined in a Data Privacy Law, such terms shall have the same meaning as is given to them pursuant to such definition, and their related terms shall be construed accordingly.

2. Relationship between the Parties

- 2.1 Customer hereby appoints ParTech as a Service Provider and/or Processor, as applicable, to Process Customer Personal Information as set out in the Agreement. Accordingly, the Parties acknowledge and agree that with regard to the Processing of Customer Personal Information, Customer is the Business and/or Controller, as applicable. Customer authorizes ParTech to engage Subprocessors pursuant to Section 4 below.
- 2.2 This Schedule shall apply to the extent that Data Privacy Laws apply to the Processing of Personal Information by ParTech.
- 2.3 Customer hereby warrants and represents that Customer:
- 2.3.1 has collected, Processed and transferred to ParTech any and all Personal Information, including Customer Personal Information covered by this Schedule in accordance with applicable Data Privacy Laws, including documentation of same;
- 2.3.2 has issued instructions to ParTech in conformity with Data Privacy Laws; and
- 2.3.3 provides adequate information to Consumers and individuals about the Processing and the transfer of Customer Personal Information by Company pursuant to this Schedule, including the provision of privacy notices compliant with Data Privacy Laws.
- 2.4 ParTech shall not have any liability to Customer to the extent the basis of liability arises from failure by Customer to obtain any necessary consents to collect, use, transfer, or otherwise Process Personal Information, or failure by Customer to fully comply with the Agreement, this Schedule, or applicable Data Privacy Laws.

3. Processing of Customer Personal Information

ParTech and each ParTech Affiliate shall only Process Customer Personal Information on Customer’s documented instructions. Customer recognizes and agrees that its

documented instructions include the Processing of Customer Personal Information that is reasonably necessary for the provision, security, and quality of the Services where relevant to Processing that is necessary to protect the security of Customer Personal Information and/or enhance the quality of the Services.

3.1 ParTech is permitted to Process Customer Personal Information solely for: (a) the purposes of performing the Services in accordance with the Business Purposes under the Agreement, or (b) as otherwise required or permitted by Data Privacy Laws of a Service Provider and/or Processor, as the case may be. Without limiting the generality of the foregoing, ParTech is prohibited from:

- 3.1.1 Selling or Sharing Customer Personal Information;
- 3.1.2 retaining, using, disclosing, or otherwise Processing Customer Personal Information for any purpose other than for the specific Business Purposes under the Agreement or as may be permitted by Data Privacy Laws;
- 3.1.3 retaining, using, disclosing, or otherwise Processing Customer Personal Information for any commercial purposes other than the Business Purposes under the Agreement unless expressly permitted by Data Privacy Laws;
- 3.1.4 retaining, using, disclosing, or Processing Customer Personal Information outside of the direct business relationship between Customer and ParTech, unless expressly permitted by Data Privacy Laws; and
- 3.1.5 combining Customer Personal Information with Personal Information it receives from, or on behalf of, another person(s), or collects from its own interaction with a Consumer, except where expressly required to perform the Services.

3.2 ParTech hereby certifies that it understands the restrictions set forth in Section 3.2 and will comply with them.

3.3 Notwithstanding anything herein to the contrary, Customer acknowledges that ParTech may retain, use, disclose, or otherwise Process Customer Personal Information in manners permitted of a Service Provider and/or Processor, as applicable, or as otherwise required by Data Privacy Laws (e.g., to engage Subprocessors for subprocessing, for permitted internal uses such as improving products and services, for security and fraud prevention, compliance with legal obligations, etc.) and may create Deidentified data and Aggregate Consumer Information from Customer Personal Information, subject to Section 3.6.1 below. Customer represents and warrants that it has provided notice to Consumers that their Personal Information is subject to Deidentification by third parties.

3.4 ParTech may retain or Process Customer Personal Information where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings.

3.5 ParTech shall, with respect to the Services and Customer Personal Information:

- 3.5.1 To the extent ParTech receives, or ParTech creates, Deidentified data in connection with this Schedule: (i) maintain such information as Deidentified and take

reasonable measures to ensure that it cannot be associated with an individual or household (including implementing technical safeguards and business processes to prevent reidentification or inadvertent release of the Deidentified data); (ii) publicly commit to maintain and use the information in Deidentified form and not to attempt to reidentify the information; (iii) not attribute Customer as a source of such data; and (iv) contractually obligate any third parties receiving such information from ParTech to also commit to (i), (ii), and (iv);

3.5.2 comply with Data Privacy Laws in performing the Services, reasonably assist Customer in meeting its obligations under Data Privacy Laws, and make available to Customer information in ParTech's possession necessary to demonstrate compliance with its obligations under Data Privacy Laws upon Customer's reasonable request (subject to time and materials charges at standard rates if material efforts are required);

3.5.3 ensure the reasonable security of Customer Personal Information including by: (i) providing the same level of privacy protection to Customer Personal Information as is required by Data Privacy Laws; and (ii) ensuring that each person Processing Customer Personal Information is subject to a duty of confidentiality with respect to such Customer Personal Information;

3.5.4 taken reasonable and appropriate steps to ensure that ParTech uses Customer Personal Information in a manner consistent with Customer's obligations under Data Privacy Laws;

3.5.5 notify Customer within the time period required by Data Privacy Laws if it determines it can no longer meet its obligations under Data Privacy Laws and allow Customer to take reasonable and appropriate steps to stop and remediate unauthorized Processing of Customer Personal Information; and

3.5.6 delete Customer Personal Information at the end of the provision of Services, or as otherwise instructed by Customer, unless retention is (i) required by Data Privacy Laws; or (ii) retained as part of backup or record keeping, so long as only used for such purposes and only for as long as reasonably necessary, subject to Data Privacy Laws and this Schedule.

3.6 ParTech acknowledges and agrees that if it receives any Privacy Rights Request regarding Customer Personal Information, ParTech shall inform the requesting Consumer that it cannot respond to the Privacy Rights Request because it is a Service Provider and direct Consumers to contact the Customer. ParTech agrees to reasonably cooperate to ensure Customer can comply with its obligations under applicable Data Privacy Laws to respond to Privacy Rights Requests, such as without limitation, retrieving, correcting or deleting specific pieces of Personal Information as directed by Customer. ParTech shall promptly inform Customer if it is unable to respond to or assist with a Privacy Rights Request as directed by Customer. ParTech shall also reasonably assist Customer in conducting and documenting data protection assessments required by Data Privacy Laws.

3.7 The Parties acknowledge and agree that (a) the subject matter, nature, and purposes of Processing of Customer Personal Information is ParTech's performance of the Services; (b) the duration of Processing of Customer Personal Information by ParTech is the term of the Agreement; and (c) the Customer Personal Information subject to Processing under this Schedule consists of:

3.7.1 PAR Clear Drive-Thru Communications Services: employee data, including name and email address.

3.7.2 PAR Drive-Thru Timer Services: employee data, including name and email address.

4. Subprocessors

4.1 As permitted under Data Privacy Laws, ParTech may subcontract any Processing of Customer Personal Information to a Subprocessor in accordance with Data Privacy Laws, provided such Subprocessors agree in writing to the same obligations that apply to ParTech through this Schedule, including an obligation to comply with Data Privacy Laws.

4.2 Customer hereby approves of ParTech's use of: (i) each of the Subprocessors identified in Appendix B attached hereto; and (ii) other Subprocessors, the proposed engagement of which ParTech may notify Customer from time to time in writing, unless Customer notifies ParTech in writing of its objection to any such Subprocessor within (10) days of Customer's receipt of such notice.

4.3 If Customer objects to ParTech appointing or replacing a Subprocessor, ParTech will make reasonable commercial efforts to find an alternative solution for the Services. If no alternative solution is commercially feasible or if such alternative will result in increased costs to the Customer, ParTech will inform the Customer of the available alternatives in writing. Customer shall have 20 calendar days from the date of receipt of the information on available alternatives to notify ParTech of its decision, and the Parties shall negotiate in good faith to find a suitable resolution, which may include, where justified, an increase in fees for the Services to cover the additional cost of the alternative option.

4.4 Customer will not communicate directly with ParTech's Subprocessors concerning the Processing of Customer Personal Information unless it has first obtained ParTech's prior written consent.

5. Security Incidents

5.1 In accordance with Data Privacy Laws, ParTech shall promptly provide written notice to Customer of any Security Incident of which it becomes aware. Customer shall treat any information

in relation to such a Security Incident as confidential, except as required under applicable Data Privacy Laws. Customer agrees to coordinate with ParTech and its relevant Subprocessors in providing any notice required by Data Security Laws to government authorities or Consumers of the Security Incident.

5.2 ParTech shall not be responsible for assisting Customer in regard to Security Incidents for which Customer, its employees, its third-party integrators, or end users are the cause.

5.3 ParTech's notification of, or assistance to Customer in response to a Security Incident, will not be construed as an admission by ParTech of any fault or liability with regard to the Security Incident.

6. Assessments

Upon reasonable request and with at least thirty (30) days' prior written notice from Customer and no more than once in any 12-month period, ParTech shall cooperate with reasonable assessments by Customer or a third-party assessor designated by Customer and reasonably acceptable to ParTech, to evaluate ParTech's compliance with the terms of this Schedule. Any such assessments shall be at Customer's sole expense and performed subject to ParTech's privacy, data security and other applicable policies. Alternatively, ParTech may, with Customer's consent and at ParTech's expense, arrange for a qualified, independent assessor (upon prior approval by ParTech in its reasonable discretion) to conduct the assessment and shall provide a report of such assessment to Customer upon request. Customer shall maintain the confidentiality of any information and/or reports resulting from such assessments in accordance with the applicable non-disclosure provisions under the Agreement(s).

7. General Terms

7.1 Effectiveness: Term and Termination. This Schedule is effective upon the Effective Date of the Agreement. Subject to Section 3.6.5., this Schedule shall continue in effect for such period as any Agreement is in effect.

7.2 Conflicts. In the event of a conflict between a provision in this Schedule and the Agreement, this Schedule shall control.

7.3 Admissions. None of the foregoing clauses or provisions in this Schedule constitute an admission by either ParTech or Customer that any or all of the Customer Personal Information is subject to the provisions of any particular Data Privacy Law.

APPENDIX A

TO

SCHEDULE A – DATA PROCESSING SCHEDULE

PAR Clear Drive-Thru Communications Services:

Business Purposes: *maintaining or servicing accounts for drive-thru devices, providing customer support, providing analytics services, providing access to or exchanging data with third-party integrators authorized by Customer or providing similar services on behalf of Customer.*

PAR Drive-Thru Timer Services:

Business Purposes: *maintaining or servicing accounts for drive-thru devices, providing customer support, providing analytics services, providing access to or exchanging data with third-party integrators authorized by Customer or providing similar services on behalf of Customer.*

APPENDIX B

TO

SCHEDULE A – DATA PROCESSING SCHEDULE

Pre-Approved Sub-Processors

PAR Clear Drive Thru Communications Services:

| <u>Sub Processor</u> | <u>Nature and Purpose of Processing</u> | <u>Location</u> |
|-----------------------------|--|------------------------|
| Amazon Web Services | Hosting | USA |

PAR Drive Thru Timer Services:

| <u>Sub Processor</u> | <u>Nature and Purpose of Processing</u> | <u>Location</u> |
|-----------------------------|---|------------------------|
| Amazon Web Services | Hosting | USA |
| Intagelo Systems US, Inc. | Development, management and maintenance of hosted servers | USA |