



TECHNICAL SUPPORT SERVICES TERMS

PAR POS™ SERVICES AND PAR® PAY SERVICES

ParTech shall provide Customer with Technical Support Services as defined herein, either direct to Customer Branded Restaurants or to Customer's Peer-to-Peer IT Group (as defined herein) for the PAR POS™ Services and PAR® Pay Services (excluding the PAR OPS Services, the PAR Punchh Services and the PAR Ordering Services, which Technical Support Services are covered under [PAR Ops Technical Support Services](#), [PAR Punchh Technical Support Services](#), and [PAR Ordering Technical Support Services](#) respectively) in accordance with these Technical Support Services Terms for the PAR POS Services and the PAR PAY Services ("Terms") under the Master Agreement or in accordance with the Subscription Services Agreement (as applicable) (individually, the "[Agreement](#)"). Capitalized terms not otherwise defined herein shall have the meanings given them in these Terms or the Agreement, as applicable.

1. DEFINITIONS.

- a. "[External Case Referral](#)" means ParTech's referral of a Technical Support Case to the Customer Branded Restaurant/Peer-to-Peer IT Group for direct follow up with the third-party, including, but not limited to Customer third-party providers of Customer's firewall, payment device, credit card processor/bank or back office after ParTech has determined that the issue is not related to the PAR POS Services or PAR Pay Services.
- b. "[Issue](#)" means a Priority 1, Priority 2 or Priority 3 issue as defined in [Section 2.d.](#) below.
- c. "[Peer to Peer IT Group](#)" means Customer's information technology staff or Customer's designated help desk trained by ParTech to provide initial diagnostic and technical support for Customer Branded Restaurants in resolving Issues with the PAR POS Services or PARPay Services.
- d. "[Resolution Time](#)" means the amount of time from when an Issue is reported by a Customer Branded Restaurant or the Peer-to-Peer IT Group to ParTech's Technical Support Center to when ParTech provides a fix, workaround, escalation to ParTech's development team or referral of the Issue to a third-party.
- e. "[Service Level Objectives](#)" means the time by which the Technical Support Center responds to an incoming Technical Support Case from the Customer Branded Restaurant or the Peer-to-Peer IT Group (as applicable) for Technical Support Services, as set forth in the chart below in [Section 2.f.](#) below.
- f. "[Technical Support Case](#)" means a case from a Customer Branded Restaurant or Peer to Peer IT Group (as applicable) that relates to assistance with the use of, or an interruption in the operability of the PAR POS Services or PAR Pay Services.
- g. "[Technical Support Center](#)" means ParTech's technical support services team that responds to a Technical Support Case.
- h. "[Technical Support Services Representative](#)" means ParTech's subject matter experts from ParTech's technical support services team who have advanced training and knowledge on the functionality of the PAR POS Services or PAR Pay Services.

2. TECHNICAL SUPPORT SERVICES.

- a. Direct to Customer Branded Restaurants. ParTech will provide Technical Support Service Representatives to respond directly to Customer Branded Restaurants available 24 hours a day, 7 days a week, 365 days a year for requests for Technical Support Services either via telephone, email, or self-service portal. Issues received by ParTech will be responded to according to Service Level Objectives (“SLOs”) identified in the chart below in Section 2.f.
- b. Direct to Peer-to-Peer IT Group. ParTech will provide Technical Support Service Representatives to respond directly to Peer to Peer IT Group requests for Technical Support Services either via telephone, email, chat, text, or self-service portal during the hours of 7 AM Eastern and 8 PM Eastern Monday through Friday and 9 AM Eastern to 5 PM Eastern Saturday and Sunday (“Business Hours”). For Priority 1 Issues, as defined below in Section 2.d, ParTech Technical Support Service Representatives will be available by pager after hours. Priority 2 and Priority 3 Issues received by ParTech from the Peer to Peer IT Group outside of Business Hours will be responded to according to SLOs identified in the chart below in Section 2.f.
- c. ParTech will provide diagnostic and operational/procedural support to assist in identifying and resolving Issues with the PAR POS Services or PAR Pay Services.
- d. Issues will be categorized into one of the following priority levels:

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

- e. Technical Support Services cover the following types of requests:
 - resolution or explanation of generated error messages;
 - assistance with user or operational Issues that occur during normal operations;
 - guidance with procedural, functionality, or capability questions;
 - research, identification, and escalation of defects;
 - assistance with the identification of programming issues or changes necessary to correct functionality or reporting issues;
 - root cause analysis of crashes and/or Issues;
 - resolution of supported hardware or peripheral Issues directly related to the PAR POS Services or PAR Pay Services;
 - External Case Referrals to third parties after the PAR POS Services or PAR Pay Services is ruled out as the possible cause of the Issue; and
 - general information concerning requirements and capability, including with respect to third-party interfaces.

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

| Technical Support Services Channel | Service Level Indicator | Service Level Objective* |
|------------------------------------|--|--|
| Synchronous | <u>Phone</u> : as reported by ParTech's telephone system | 90% of all synchronous communications responded to within 15 minutes (Only applicable to Business Hours for Peer-to-Peer IT Group) |
| | <u>Chat</u> : as reported by ParTech's case handling system | 90% of all synchronous communications will be responded to within 30 minutes (Only applicable outside of Business Hours for Peer-to-Peer IT Group) |
| Asynchronous | <u>Email/Web</u> : as reported by ParTech's case handling system | 90% of all asynchronous communications responded to within 24 hours. |
| | <u>Text</u> : as reported by ParTech's case handling system | If received between 8:00pm – 7:00am EST, response time does not begin until next business day. |
| | <u>Community</u> : as reported by ParTech's case handling system | |

* Target SLOs are based on the Peer-to-Peer IT Group providing efficient initial diagnostic and technical support for Customer Branded Restaurants. Customer understands and agrees if the Peer-to-Peer IT Group does not diligently perform troubleshooting prior to ParTech's receipt of the Technical Support Case, then Target SLOs may not be met.

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

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

- a. Customer Branded Restaurant/Peer to Peer IT Group (as applicable) agrees to:
- designate a knowledgeable resource to accurately communicate and collaborate with the Technical Support Services Representative;
 - engage directly with appropriate third-party vendors as required, including External Case Referrals, at the direction of ParTech;
 - maintain and manage adequate firewall and virus protection for such firewall;
 - maintain the current whitelist for the Licensed Software and/or PAR POS Services on Customer's network at: PAR POS Network Connectivity and provide ParTech with logs in .evtx format;
 - assist with the resolution of all Technical Support Cases. Customer Branded Restaurant/Peer-to-Peer IT Group can expect to be required to dedicate some time to assist the ParTech technical support representative in resolving Issues;
 - be prepared to provide all information needed including error codes, process or procedures leading up to the error and any other information that may be relevant and might help to expedite the resolution; and

- plan and schedule ahead of time any services that are not normally covered under Peer-to-Peer Technical Support Services as set forth herein. The Technical Support Center will not perform any services not covered by a contract without having been previously authorized and scheduled in advance.
- b. In addition to the above responsibilities, for Peer-to-Peer Technical Support Services, the Peer to Peer IT Group agrees to:
 - work and communicate directly with the Customer-Branded Restaurants and facilitate resolution of the Issue with ParTech, Customer-Branded Restaurants, and third-party providers;
 - designate a knowledgeable individual responsible for maintaining the Licensed Software and/or PAR POS Services, including maintaining site configurations, establishing processes and procedures for change management, etc.
 - contact ParTech for Technical Support Services only when unable to resolve a reported Issue;
 - provide logs and other diagnostic steps performed to facilitate troubleshooting; and
 - coordinate with other technology vendors, including but not limited to payment device providers, online ordering aggregators, firewall providers, and ISP providers.

4. EXCLUSIONS FROM COVERAGE. The following services are excluded from Technical Support Services and may be provided to Customer at an additional cost:

- if the Technical Support Case is a request to provide training on the functionality of the Licensed Software, the Hardware and/or PAR POS Services and will require an extended amount of the technical support representative's time;
- assistance with configuration, installation or addition of new hardware or peripherals, not provided by ParTech;
- resolution of problems related to third-party applications or hardware not provided by ParTech;
- Issues related to the installation, administration, and use of other technology solutions (including Third-Party Services) that may be integrated to the Licensed Software and/or the PAR POS Services but were not originally sold or 'certified' as ParTech supported products;
- resolution of Issues related to any wireless network solution other than basic network troubleshooting, including checking communication between connected devices by verifying physical network cable connections as well as IP settings, DNS settings, and network type selected on equipment, and the use or instruction in the use of ParTech certified network diagnostic tools and interpretation of network errors noted by those tools or within equipment event logs;
- resolution of Issues related to virus or firewall management;
- reinstallation of operating system from scratch, assisting with loading of operating system upgrades, patches, or release supplements or restoration of files;
- copying images onto any hardware other than the hardware that originated the image or correcting issues on any hardware where a ghost image, backup, or hard disk from another piece of hardware was installed;
- performing administrative tasks, including but not limited to adding users, maintaining files or database integrity, monitoring resources for use of the Licensed Software and/or the PAR POS Services;
- performing configuration changes as a result of the Customer's decision to change internet or credit card processing providers;
- configuration or testing of third-party interfaces not approved by ParTech;
- performing configuration changes as a result of the Customer's responsibilities to maintain compliance with PCI-DSS;
- programming of new reports or reprinting of reports and journals from archive;
- programming of database files and scripts required for Third-Party Services and any changes, testing or installation of interface scripts or files not part of the Licensed Software and/or PAR POS Services;
- audit accounting or balancing of transactional detail. Issues related to cash or credit imbalances.

While advice regarding a specific report may be given, it is not the responsibility of ParTech to determine whether a cash or credit imbalance exists or to determine the cause of the alleged imbalance. The Technical Support Center will not perform any manipulation of statistics or investigation of deposits or other financial transaction details, including reposting of any sales totals or transactions, including credit card sales or transactions, related to the Customer's request; and

- assistance with or correction of Issues when the root cause of the Issue is determined to be the Customer's user environment. If the Technical Support Center concludes that a problem being reported by a Customer is due to defects in the Customer's user environment, ParTech will notify the Customer. Examples of defects in the Customer's user environment would include electrical disturbance due to sub-standard electrical system installation or poor electrical supply, software failures that result from the installation of other third-party software, viruses contracted via the internet, incorrectly installed hardware which creates electrical disturbance, or natural disasters created by fire, flood or any other "acts.