

PAR OPS™ Insights & Delivery Services Terms

Last updated January 1, 2026 – Please review these terms carefully. Your access and use of the Services on or after January 1, 2026 shall be deemed to indicate your acceptance of these terms.

PAR OPS Insights & Delivery Agreement

These “PAR OPS Terms”, together with the terms of any applicable order form or document (“Order Form”), Exhibit, or Supplemental Terms (if any) (collectively, the “Agreement”) describe the basis on which ParTech, Inc. (“PAR OPS”) provides the PAR OPS technology platform and related professional services (collectively the “Services”) to the legal entity that purchases, or accesses or uses, the Services. This Agreement constitutes a binding contract between PAR OPS and each such entity.

1. Overview of Services

- a. PAR OPS provides its Services using its proprietary web-based platform of technology and software (“Platform”).
- b. The defined term “Customer” in this Agreement refers either: (i) the operator of a business who uses the Services to assist in its operations (“Operator”), or (ii) the third-party vendor or service provider who uses the Services to access Customer Data (defined below) of an Operator in order to provide additional services to them (“Vendor”).
- c. In order to receive the Services, if Customer is an Operator, Customer must provide, facilitate, procure, and allow PAR OPS to access, collect, “poll,” share, distribute, transmit, or use certain Customer-related or -generated information and data (collectively, “Customer Data”) that may be held, stored, or processed by the Customer, its parent company or franchisor, or one or more of the Customer’s third-party vendors, partners, or service providers. If Customer is a Vendor who will access Customer Data in order to provide additional services to the Operator, such Customer must also establish a transfer mechanism with PAR OPS in order to receive extracts of Customer Data from agreed sources.
- d. The specific details of the Services are as specified in the applicable Order Form.

2. Fees/Payment Terms

- a. Customer will pay to PAR OPS the fees presented in the applicable Order Form, as well as reasonable travel-related out-of-pocket expenses associated with professional services

which are approved in advance by Customer. All fees are shown in U.S. Dollars and all payments will be made in U.S. Dollars.

b. Fees for Services will be invoiced and are due in advance of each billing period as set forth in the Order Form. All fees must be paid by Customer either by credit card, or Automated Clearing House (“ACH”) as specified in the Order Form.

c. All amounts not paid within ten (10) days from when due are subject to a late payment charge of 1% per month (not to exceed the maximum allowed by law) of the past due amount from the due date until the date paid. Customer will reimburse PAR OPS for all reasonable expenses PAR OPS may incur, including reasonable attorney fees, in collecting any amounts past due under this Agreement. Customer’s access to the Services may be suspended if Customer has not made timely payment. PAR OPS may impose a fee for restoration of any suspended accounts.

d. Customer will pay any applicable sales, use or other similar taxes for the Services provided by PAR OPS pursuant to this Agreement, exclusive of taxes based on PAR OPS’ net income.

e. In the event PAR OPS is required to provide information relating to Customer’s use of the Services, including any Customer Data, to a third party pursuant to a subpoena, governmental demand, or other lawful compelled disclosure of information, Customer agrees that it will pay reasonable costs and fees incurred by PAR OPS in responding to such subpoena, demand, or disclosure.

3. Access; Use.

a. Subject to Customer’s compliance with this Agreement, PAR OPS hereby grants to Customer the limited, non-exclusive right to access and use the Services (and the associated portions of the Platform) during the term of any subscription under an Order Form solely for its internal business purposes and only in accordance with PAR OPS’ applicable user documentation (or other PAR OPS-provided written instructions). Customer will use the Services only in compliance with the rights granted hereunder and in accordance with all applicable laws and regulations.

b. Operator Customers may use the Services to create reports for all units for which Customer receives Services. Customer may make a reasonable number of copies of such reports as necessary for its business operations.

c. The Services may include features that are intended to be accessed by Customer’s employees, contractors and agents, as well as private features, such as reporting tools, that are intended to be used only by a limited subset of administrative users who will

oversee Customer's internal use (collectively "End Users"). Customer is responsible for the actions of all of its End Users and anyone else who accesses the Services through Customer or an End User's credentials, including failure of any of them to abide by any user rules or terms which may be published on the login page of the Services or otherwise applicable to such person's access and use of the Services. Customer will immediately inform PAR OPS if Customer suspects or has a reasonable belief that any End User's credentials have been compromised or pose a security risk. Customer may be asked to provide certain information, including but not limited to identification information, for End Users. Customer must provide accurate, complete and current information.

d. Customer will not use the Services in a manner that violates the privacy, personal, proprietary, or contractual rights of third parties. Customer will comply with all applicable laws and regulations regarding use of the Services. In the event the Services include third party materials, Customer also must comply with the applicable third-party terms of use presented to Customer at the time of the subscription.

e. The Services and the provision of Customer Data to Customer (whether Operator or Vendor) may be dependent on PAR OPS' ability to access the systems or databases of third parties who process Customer Data (collectively, "Data Sources"). Customer represents and warrants that it (i) owns all right, title, and interest in and to any Customer Data PAR OPS accesses or receives via a Data Source; (ii) Customer is authorized by each Data Source to allow and authorize PAR OPS to access, transmit, download, copy, and process any Data Source-processed or -provided information or data, as contemplated by the Services; (iii) Customer has all rights, permissions, and authority necessary, with respect to the Data Source, and any agreement between Customer and the Data Source, to itself engage in the conduct and actions that PAR OPS will be engaging in on Customer's behalf in performing the Services; and (iv) PAR OPS' performance of the Services does not, and will not, violate any agreement between Customer and any Data Source, or any rights of any Data Source. Customer acknowledges and agrees that PAR OPS may deny Customer access to any Customer Data, in whole or part, at any time, without notice, and with no further liability to Customer, if a Data Source terminates or withdraws the permissions necessary for PAR OPS to supply the Customer Data to Customer or provide access to the Customer Data to Customer. Customer shall indemnify, defend, and hold harmless PAR OPS, its related companies, officers, directors, employees, agents, and contractors, from and against any and all losses, claims, liabilities, damages, and expenses (including attorneys' fees) relating to or arising out of any claim by any Data Source that PAR OPS' provision of the Services, including access and use of any Customer Data retrieved or originating from such Data Source, infringes upon, misappropriates, or violates the intellectual property or any other right of such Data Source.

4. Support Services.

a. Customer's subscription automatically includes updates to the Services to address any service errors, patches or fixes which may be provided by PAR OPS at no charge from time to time in its sole discretion. Additional features and functionality may be available from time to time for an additional fee.

b. PAR OPS will take reasonable steps to ensure that the Services are available 24 hours per day, 7 days per week, with the exception of scheduled maintenance or with advance notice of any downtime (e.g., for system, upgrades, patches, or fixes). However, Customer acknowledges that PAR OPS cannot guarantee, and makes no guarantees regarding, the availability of the Services. In no event will PAR OPS have any liability for refund or other claims relating to unavailability of the Services.

c. PAR OPS will provide support for the Services as set forth in Exhibit A, and as otherwise described in its implementation and support policies from time to time. Customer acknowledges and agrees that the Services do not include any technical services or support associated with Customer's computer network or systems, or support for any third-party systems, including hosting, connectivity, third-party data sources, or other third-party systems used in or which create dependencies in the Services.

5. Protecting the Integrity of the Services/Restrictions.

a. Customer must maintain its computer systems and ensure the presence and continued operation of the web browsers, network infrastructure and internet service necessary to access the Services. Customer must comply with any requirements regarding use of the Services, including hardware and connectivity requirements, data access or data polling, set forth in PAR OPS' standard policies and any documentation accompanying the Services. If the Services fail to operate, it is Customer's responsibility to notify PAR OPS of such failure immediately. Customer will not: (i) use the Services to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (iii) attempt to gain unauthorized access to the Services or any protected systems or networks.

b. Customer may not reproduce, copy or make any unauthorized use of any aspect of the PAR OPS Services (including any technology or software comprising the Services), or any other service of PAR OPS, except as expressly set forth herein.

c. Customer will not (and will not allow any third party to): (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service; (ii) modify, translate, or create derivative

works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party (excepting Customer's end users as part of the purpose contemplated in this Agreement); (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to create any other product or service; or (vii) access the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

6. Proprietary Rights.

a. The Services and all software and technology incorporated in or used in connection with the provision of the Services (whether proprietary to PAR OPS or licensed to PAR OPS by a third party), and all content, reports, templates, images, and any results of professional services, as well as the "PAR OPS" name and logo (collectively, the "PAR OPS Intellectual Property"), and all good will associated therewith, will at all times remain the exclusive, sole and absolute property of PAR OPS or its third-party licensors. PAR OPS also retains all rights, title, interest, ownership and proprietary rights in and to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer relating to the Services (other than Customer Data) and Customer agrees to assign and hereby assigns to PAR OPS any rights therein. Except for the rights granted to Customer in this Agreement, Customer will have no interest in the PAR OPS Intellectual Property. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, patent, and any other proprietary right relating to the PAR OPS Intellectual Property and the related logos, service names, etc. are reserved and all rights not expressly granted are reserved by PAR OPS and such third parties. Customer may not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any of PAR OPS' Services.

b. The Customer Data and any Customer name or logo (collectively the "Customer Intellectual Property") provided to PAR OPS for the provision of Services will at all times remain the exclusive, sole and absolute property of Customer. Customer hereby grants to PAR OPS a license to use the Customer Intellectual Property to provide the Services and as otherwise agreed in an Order Form. Customer represents and warrants that it has the rights to make Customer Data available to PAR OPS for use as authorized hereunder and that it has obtained all necessary consents and permissions for PAR OPS to process any personal data as contemplated hereunder and to share any personal data included in the Customer Data with any Data Source or other third party, as contemplated hereunder. Customer will cooperate with PAR OPS and represents and warrants that Customer has all

necessary rights to allow PAR OPS to access any third-party systems on Customer's behalf as necessary to develop interfaces with the Services.

c. Customer is responsible for making and retaining any copies of any reports or Customer Data it may need for back up or other purposes. The Services are not intended to be a system of record for Customer Data, and PAR OPS will have no obligation to maintain Customer Data in any particular format. Customer may request a copy of the then-current Customer Data held by PAR OPS at termination of the Agreement, at Customer's expense, in a format agreed by PAR OPS.

7. Intellectual Property Indemnification; Limitation of Liability; Disclaimer of Warranties.

a. Subject to the remainder of this Section, PAR OPS shall defend Customer in any suit or cause of action, and indemnify and hold Customer harmless against any damages payable to any third party in any such suit or cause of action, alleging that the PAR OPS Intellectual Property as used in accordance with this Agreement infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party. The foregoing obligations of PAR OPS are subject to the following requirements: Customer shall take all reasonable steps to mitigate any potential damages which may result; Customer shall promptly notify PAR OPS of any and all such suits and causes of action; PAR OPS shall control any negotiations or defense of such suits and causes of action; and Customer shall assist as reasonably required by PAR OPS. The foregoing obligations of PAR OPS do not apply to the extent that the infringing Service or portions or components thereof or modifications thereto were not supplied or directed by PAR OPS, or were combined with other products, services, processes or materials not supplied or directed by PAR OPS (where the alleged infringement relates to such combination).

b. If PAR OPS believes that a Service may be subject to any claim of infringement, then PAR OPS may, at PAR OPS' own expense, procure for Customer the right to continue using the Service, replace the Service with a non-infringing Service, or modify the Service so that it becomes non-infringing. If none of the foregoing is available on terms that are commercially reasonable for PAR OPS, then PAR OPS may terminate Customer's rights to access and use the Services, in which case PAR OPS will refund Customer a pro rata amount of any prepaid Service fees for the unutilized portion of the terminated Services in the applicable Term. This is Customer's sole remedy for claims of infringement.

c. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY (NOR ANY OF PAR OPS'S VENDORS OR THIRD PARTY LICENSORS) SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES

INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOSS OF GOODWILL, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING LOSSES RESULTING FROM LOSS, MISAPPROPRIATION OR UNAUTHORIZED ACCESS TO OR MODIFICATION OF CUSTOMER DATA, OR FROM MISTAKES, OMISSIONS, OR DELAYS IN TRANSMISSION OF INFORMATION, OR FROM INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE SERVICES, VIRUSES OR FAILURES OF PERFORMANCE, OR FROM THE IMPACT OF THE SERVICES ON ANY SYSTEM, EVEN IF PAR OPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES; THIS SECTION IS INTENDED TO, AND DOES, LIMIT THE INDEMNIFICATION RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT. The foregoing limitations will apply even if the remedy fails of its essential purpose. PAR OPS reserves the right to deliver a modified version of the Service, or alternate service that has comparable features, at any time, and Customer agrees to accept such modified or alternate Service

d. Notwithstanding anything to the contrary in this Agreement, the aggregate liability of PAR OPS under or related to this Agreement for damages (monetary or otherwise) under any circumstances for claims of any type or character arising from or related to the Services will be limited in each instance to the amount of actual direct damages incurred by Customer; provided, however, in all events, PAR OPS' aggregate liability hereunder will not exceed an amount equal to the prior twelve (12) months' Service fees actually paid.

e. Customer acknowledges and agrees that the Services are not designed and cannot be relied upon to disclose fraudulent financial reporting, misappropriation of assets or illegal acts by Customer or its employees, should any exist. Customer has the responsibility for the safeguarding of its assets and for ensuring compliance with the laws and regulations applicable to its activities.

f. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND PAR OPS EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE SERVICES. PAR OPS FURTHER DISCLAIMS ANY WARRANTY REGARDING ANY THIRD-PARTY MATERIALS, SOFTWARE OR TECHNOLOGY IN THE SERVICES, AND DISCLAIMS ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR THE ACCURACY OF ANY DATA PROVIDED AS A RESULT OF USE OF THE SERVICES. NO OTHER ORAL OR WRITTEN ADVICE GIVEN BY PAR OPS WILL CREATE A WARRANTY REGARDING THE SERVICES.

8. Term and Termination of Agreement.

a. The initial term of this Agreement (“Initial Term”) shall be as set forth in the Order Form. For clarity, each Order Form, together with the current version of this Agreement, creates a separate contract between Customer and PAR OPS, and therefore Customer may have multiple contracts in effect with PAR OPS at any time. Each will be treated as an independent contract. Upon expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year terms (each a “Renewal Term”), unless sooner terminated in accordance with subsection (b) below. Collectively, the Initial Term and the Renewal Terms constitute the “Term.” PAR OPS may adjust the fees for Renewal Terms for the Services described in any Order Form on an annual basis.

b. This Agreement may be terminated as follows:

i. by either party effective upon expiration of the then current Term by providing the other party prior written notice of termination at least ninety (90) days in advance.

ii. by either party at any time by delivery of written notice to the other party if the other party breaches any of the terms of this Agreement; provided, however, if the breach is curable, such termination shall not be effective unless and until such breach remains uncured for a period of thirty (30) days (or ten (10) days in the case of non-payment) after delivery of such written notice.

iii. by either party effective immediately upon delivery of written notice to the other party if the other party (A) ceases to actively conduct its business, (B) files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, (C) makes a general assignment for the benefit of its creditors, or (D) applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee who is not discharged within thirty (30) days of such appointment.

iv. by the mutual written agreement of the parties.

c. Upon the expiration or termination of this Agreement or any Service for any reason,

i. all rights granted to Customer under the terms of this Agreement or in connection with any terminated Services, will become null and void; and

ii. all earned and unpaid fees and expenses will become immediately due and payable.

9. Confidentiality.

a. “Confidential Information” means all information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the

Services, including all trade secrets, processes, proprietary data, information or documentation or any pricing, product or service information the disclosing party provides to the receiving party. However, Confidential Information does not include:

- i. information the receiving party already knows,
- ii. information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Agreement,
- iii. information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis,
- iv. information that has been independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information,
- v. information that is Aggregate Data (as defined below).

b. All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion, and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own Confidential Information. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep the information confidential. It is understood, however, that PAR OPS may disclose the Customer's Confidential Information on a need-to-know basis to its subcontractors and vendors, (provided such subcontractors and vendors agree to hold such information confidential to at least the same degree as set forth herein). Notwithstanding the foregoing, the receiving party may disclose Confidential Information:

- i. to the extent necessary to comply with any law, rule, regulation or ruling applicable to it,
- ii. as appropriate to respond to any summons or subpoena or in connection with any litigation, and
- iii. to the extent necessary to enforce its rights under this Agreement.

c. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession, with the exception of electronic copies retained as part of ordinary course computer system back-up processes, or as necessary to enforce rights hereunder, and as otherwise set forth in PAR OPS' Data Policy (and for clarity, nothing herein will create an obligation for PAR OPS to

provide Customer a copy of the Customer Data provided by Customer or generated through use of the Services).

10. Artificial Intelligence, Aggregate and De-identified Data.

a. PAR OPS use of AI Technology will be regulated by the Par AI Terms found [here](#). AI Technology means any and all machine learning, deep learning, and other artificial intelligence (**AI**) technologies, including statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment based on user-supplied prompts.

b. PAR OPS shall have the right to create compilations and analyses of Customer Data and results (“Aggregate Data”) and to create reports, studies, statistical analyses, and other work product from Aggregate Data. PAR OPS shall also have the right to de-identify Customer Data so that it cannot reasonably identify, relate to, describe or be linked directly or indirectly with a particular individual (“De-identified Data”). PAR OPS shall have exclusive ownership rights to, and the exclusive right to use such Aggregate Data and analyses (but not the underlying Customer Data) or De-identified Data; provided, however, that PAR OPS shall not distribute Aggregate Data and analyses or De-identified Data in a manner that is identifiable as Customer Data or in a manner in which the identity of any individual Customer or person can be reasonably ascertained. Customer further acknowledges and agrees that any software, algorithms, or models used to produce Aggregate Data are owned by PAR OPS and Customer hereby waives any rights or claims it may have to any software, algorithms, or models created or built by PAR OPS in the course of performing the Services.

11. Relationship of the Parties. Each party is an independent contractor in the performance of each and every part of this Agreement, and is solely responsible for all of its employees, agents, labor costs, and expenses arising in connection therewith.

12. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Minnesota without giving effect to any choice of law principles which might provide for application of a different jurisdiction’s law. Any claim or action brought by one of the parties hereto in connection with this Agreement shall be brought in the appropriate Federal or State court located in Hennepin County, Minnesota.

13. Notices. Any notice required or permitted under the terms of this Agreement or required by law shall be in writing and shall be delivered in person, or sent by certified mail properly posted and fully prepaid in an envelope properly addressed or by recognized overnight courier to the respective parties as follows:

a. To Customer: at the physical or email address set forth in the Order Form

b: To PAR OPS:

ParTech, Inc.
8383 Seneca Tpke
New Hartford, NY 13413
Attn: Legal

or such other address as either party may be notified of by the other party. Any such notice shall be considered to have been given at the time of actual delivery or upon being marked rejected or undeliverable if properly addressed.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect. The terms of this Agreement shall not be altered or modified except in writing signed by both parties, provided that PAR OPS may unilaterally amend this Agreement by providing Customer advance notice of the same via email or via an announcement published on PAR OPS' website(s). Further, any Order Form for renewal of the Services accepted by Customer that incorporates an updated or amended version of these terms will be deemed to be acceptance of such updated or amended terms by Customer. There shall be no force or effect given to any Customer standard terms of purchase (including purchase order terms).

15. Assignment. This Agreement is not assignable or transferable by a party except with the other party's prior written consent; provided that, a party may transfer and assign its rights and obligations under this Agreement without consent in the event of a merger, reorganization, or consolidation, or to a successor to all or substantially all of its assets or business to which this Agreement relates (or in Customer's case, with respect to any units that Customer sells to a successor who agrees to assume Customer's obligations hereunder), and PAR OPS may assign this Agreement to a successor who assumes the operations of the business related to the Order Form to which this Agreement relates.

16. Severability. Each covenant of this Agreement shall be deemed and shall be construed as a separate and independent covenant, and should any court of competent jurisdiction declare any part or provision of any such covenant invalid, such invalidity shall in no way render invalid or unenforceable any other part or provision thereof.

17. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

18. Force Majeure. Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement (other than timely payment of fees) to the

extent such delay or failure in performance of any part of this Agreement is caused by fire, flood, explosion, war, labor dispute, embargo, government requirements, civil or military authority, act of God, act or omission of transportation companies or other causes (whether similar or dissimilar to those enumerated above) beyond its reasonable control (“force majeure conditions”); however, any party so excused from performance shall use its best efforts to remove the cause of any such force majeure condition(s) to the extent it is able to do so.

19. No Third-Party Beneficiaries. Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries under this Agreement. Customer agrees that other than PAR OPS’ obligation to Customer in this Agreement, PAR OPS has no obligation to any third party (including, without limitation, Customer’s employees and/or taxing authorities) by virtue of this Agreement.

20. Survival. All provisions of this Agreement that by their terms or by logical application appear to have an effect or an intended effect beyond the termination of this Agreement shall survive such termination.

21. Counterparts. Any Order Form and this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

22. Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

23. Order of Precedence. In the event of any conflict between (i) the Terms of this Agreement and (ii) any Order Form, schedule, exhibit, attachment, appendix, amendment, or other underlying document hereto, this Agreement shall control, except to the extent that any Order Form, schedule, exhibit, attachment, appendix, amendment, or other underlying document expressly identifies terms of this Agreement intended to be overridden and provides that it controls in the event of any such conflict.

Exhibit A

Support Services

PAR OPS will provide support for the Services as follows:

1. PAR OPS Service Delivery Responsibilities.

- a. PAR OPS will maintain the organization, equipment, technology, and processes necessary to provide technical support to Customer for its use of the Services
- b. PAR OPS will host, operate, and secure the central equipment at PAR OPS' (or its third-party vendor's) hosting facility, and will provide the security, backup, archiving and recovery of Customer Data hosted in conjunction with the Services as may be necessary to provide the Services. Notwithstanding the foregoing, Customer acknowledges and agrees that Customer is solely responsible for maintaining a backup of all Customer Data processed via the Services.
- c. PAR OPS will provide support by telephone or via the Internet during normal business hours.

2. Exclusions.

- a. Support Services will not include (a) on-site support; (b) issues caused by Customer's negligence or fault; (c) issues resulting from hardware malfunction or failures in third party systems; (d) issues that do not materially impair or affect Customer's use of the Services; (e) support for access to the Services from Customer systems that do not meet current recommendations from PAR OPS; and (f) support for software other than PAR OPS' proprietary software, or for any combination of the Services and other third party systems and software not covered by this Agreement. For Data Services, Support Services also will not include support for issues caused by Operator Customers' or their vendors' systems or data.
- b. When PAR OPS reasonably believes that a reported problem is likely to fall outside of the scope of support provided under this Agreement, Customer will be so advised. PAR OPS will bill Customer on a time and materials basis unless Customer and PAR OPS subsequently find that the problem was within the scope of support under this Agreement.

3. Customer Service Delivery Responsibilities. Customer will maintain and regularly provide to PAR OPS a list of qualified End Users, their passwords, and their respective organizational roles so that End Users may be given access to the appropriate Services either directly or through a "single sign-on" interface embedded in Customer's own applications. During the Term of the Agreement, Customer shall: (a) cooperate at its own expense with PAR OPS to facilitate the efficient performance of the Services; (b) if an Operator Customer, take responsibility for the data polling software and processes used to

transfer Customer Data to PAR OPS, including diagnosis, troubleshooting and corrective actions required to ensure successful data transfer; and (c) provide end-user equipment, software, Internet access and configuration as described by PAR OPS.

Additional Services Terms for +Recovery Services

These Additional Services Terms apply to the Services and supplement the PAR OPS Terms located [here](#) (“PAR OPS Terms”). In the event of a conflict between the PAR OPS Terms and these Additional Services Terms, the Additional Services Terms will control.

In exchange for the fees outlined in the Order, PAR OPS will, on Customer’s behalf: (a) access and review reports and other data provided or made available by a delivery service provider (DSP) to Customer to identify, according to Customer’s policies and instructions, those transactions that Customer would elect to dispute; and (b) based on those policies and instructions, initiate, pursue, and manage disputes regarding certain transactions reported by the DSP, including issued refunds (“+Recovery Services”). In order to provide the +Recovery Services, Customer hereby authorizes, and will facilitate and procure, PAR OPS’ access to the following DSP Portals:

Uber Eats
Grubhub
DoorDash

1. CUSTOMER UNDERSTANDS AND AGREES THAT, IN PROVIDING THE +RECOVERY SERVICES, PAR OPS WILL BE ACTING ON CUSTOMER’S BEHALF. Customer hereby appoints PAR OPS to engage in the +Recovery Services on Customer’s behalf. Customer is solely responsible for obtaining and maintaining all permissions, authorizations, and licenses necessary for PAR OPS to provide the +Recovery Services, including PAR OPS’ access of any delivery service provider portal (“DSP Portal”) used to provide the +Recovery Services.
2. CUSTOMER UNDERSTANDS AND AGREES THAT THERE IS NO GUARANTEE THAT THE +RECOVERY SERVICES WILL RESULT IN ANY REVENUE, PROFIT, OR RECOUPMENT OF COSTS FOR CUSTOMER.
3. Customer hereby represents and warrants: (a) Customer has obtained, and will maintain during the term of this Order, all authority and permissions necessary for PAR OPS to access the DSP Portals identified in the Order; (b) Customer is authorized by each delivery service provider (“DSP”) identified in the Order to allow and authorize PAR OPS to access the DSP Portal, and any DSP-provided information

or data, as contemplated by the +Recovery Services; (c) Customer has all rights, permissions, and authority necessary, with respect to the DSP, and any agreement between Customer and the DSP, to itself engage in the conduct and actions that PAR OPS will be engaging in on Customer's behalf in performing the +Recovery Services; and (d) PAR OPS' performance of the +Recovery Services does not, and will not, violate any agreement between Customer and any DSP, or any rights of any DSP.

4. Customer will notify PAR OPS immediately if Customer becomes aware, or has a reasonable belief, that PAR OPS' provision of the +Recovery Services: (a) violates applicable laws, rules, or regulations; (b) violates any agreement between Customer and DSP; or (c) violates the rights of any DSP or other third party.
5. In addition to any remedies in the PAR OPS Terms, PAR OPS may immediately terminate this Order upon written notice to Customer. Customer will be responsible for all fees due for all +Recovery Services performed by PAR OPS through termination. Customer acknowledges and agrees that termination of this Order will immediately relieve PAR OPS of any obligations hereunder, including any responsibility to further engage in or conclude any transaction-related activity that was initiated by PAR OPS on Customer's behalf prior to termination.
6. PAR OPS will provide the +Recovery Services according to the instructions and policies Customer provides to PAR OPS in connection with the management of any transactions on Customer's behalf ("Policies"). Customer is solely responsible and liable for any action taken by PAR OPS in accordance with the Policies.
7. Customer will be solely responsible and liable for any and all costs incurred by PAR OPS in connection with any audit performed by any DSP in connection with PAR OPS' performance of the +Recovery Services.
8. PAR OPS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE +RECOVERY SERVICES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE +RECOVERY SERVICES ARE PROVIDED "AS IS" AND CUSTOMER ACCEPTS PAR OPS'S PERFORMANCE OF THE +RECOVERY SERVICES SOLELY AT ITS OWN RISK. ANY INDEMNIFICATION OBLIGATIONS OF PAR OPS UNDER THE PAR OPS TERMS SHALL NOT APPLY TO THIS ORDER.
9. IN NO EVENT SHALL PAR OPS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, INCLUDING ANY DSP, FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE

OR LOSS OF DATA), REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION TO THOSE LIMITATIONS SET FORTH IN THE PAR OPS TERMS, PAR OPS'S MAXIMUM AGGREGATE LIABILITY ARISING UNDER OR RELATED TO THIS ORDER SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO PAR OPS PURSUANT TO THIS ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. To the maximum extent allowed by law, and in addition its obligations under the PAR OPS Terms, Customer will indemnify, defend, and hold harmless PAR OPS and its affiliates, entities, directors, officers, employees, and agents, from and against any and all claims, losses, damages, suits, fees, judgments, costs, and expenses, including reasonable attorneys' fees, brought or asserted by any DSP or other third party arising out of or relating to: (a) Customer's breach of its obligations hereunder; (b) Customer's breach of any of its representations or warranties hereunder; (c) PAR OPS' access of any DSP Portal in connection with the +Recovery Services; or (d) PAR OPS' use of any DSP-provided data or information in connection with the +Recovery Services.