

point encryption (P2PE v2.0), transport layer security (TLS v.1.2) and tokenization technology to process payments. Certified and supported payment processors are set forth on [Schedule C-2](#).

3. DEVICE MANAGEMENT & STATE MANAGEMENT SERVICES. Device Management and State Management Services are provided to Participating Location, at its option, as part of the PARPay Services at no additional charge.

4. STOREPLACE PORTAL. PAR will provide the StorePlace Portal which allows Participating Location to view credit card transactions and settlement details, analyze payment trends, reconcile payments and manage chargebacks across all Participating Location's locations. At a minimum, the StorePlace Portal shall include the following:

- Transaction Data.
- Settlement data which includes all Transaction Data plus the date and time of settlement and batch number from payment processor ("Settlement Data").
- Consolidated Transaction Data and charts by card type (Visa, MCI, Amex)
- Sort and filter Transaction Data fields
- Corporate administrator rights to perform settlement adjustments (refund/void/sale)
- Statistics and charts to determine for customer spend by transaction, average spend by customer visit, number of transactions
- Ability to export transaction and settlement reports into Microsoft® Excel.
- Automatic settlement on a nightly basis from the Store Place Portal. Settlement time is determined by Participating Location at time of set up of the PARPay Service.

5. OPTIONAL PARPAY SERVICES. The availability of these optional services is subject to the Device selected; point of sale integration; and/or payment processor integration. The optional PARPay Services are included in the monthly PARPay Service Fees. One-time set-up fees may apply. Participating Location can contact PAR for further information on these Optional PARPay Services.

a. Media Content: either static or video on the DEVICE (set up fees apply)

b. Standard Reward Programs:

Type of Rewards Program

- Cumulative spending
- Purchase frequency
- Peak/Non-Peak
- SKU level rewards

Reward Redemption Options

- \$\$ -Dollars
- % Percentage

- SKU
- c. CRM Surveys provided on DEVICE (set up fees apply)
- d. Charity/Donations provided on DEVICE (set up fees apply)
- e. SKU displays on DEVICE
- f. Tip/Gratuuity entry on DEVICE
- g. AVS Security
- h. Paperless receipt - Text or Email
- i. Split Tender display on DEVICE
- j. Signature Capture
- k. Store and Forward
- l. ApplePay
- m. SamSung Pay
- n. Internationalization on DEVICE – (option to change DEVICE language: i.e. English to Spanish)

6. UPDATES TO THE DEVICE SOFTWARE/PARPAY SERVICE. Participating Location will receive updates and upgrades to the Device Software and PARPay Services generally made available to PAR's other customers as part of Participating Location's monthly PARPay Service Fees. Updates, fixes and minor enhancements will be made at PAR's discretion to improve the performance and features of the Device Software and PARPay Service. Any updates will be made between 2:00 am and 5:00 am EST. Updates and fixes may need to be made to the Device Software and PARPay Service on an emergency basis during business hours. If such emergency updates are needed, PAR will coordinate with Participating Location to determine when such updates can be made.

SECTION B: AVAILABILITY OF PARPAY SERVICE AND DATA.

1. Transaction Availability Warranty. PAR warrants that the PARPay Service shall be capable of being accessed by Participating Location and by Participating Location's Authorized Users at least 99.9% of the time measured on a monthly basis, excluding outages and downtime set forth in Section B.2. below (the "PARPay Transaction Availability Warranty").

2. Outages and Downtime. The following outages and downtime shall be excluded from the Availability Warranty: (i) requested by Participating Location; (ii) caused by Participating Location or Participating Location's contractors and agents; (iii) scheduled maintenance and upgrade purposes; (iv) caused by Participating Location's computer system, web browser, hardware or software applications, including third party integrations, not authorized by PAR; (v) power failures; (vi) service failures caused by a service provider other than PAR or PAR's agents; (vii) damage to telecommunication facilities outside of PAR's control, other than acts taken by or caused by PAR personnel; (viii) outages and downtime that arises as a result of Participating Location's failure to upgrade or refresh required software or hardware where such non-compliance was communicated by PAR to Participating Location with adequate advance notice and where compliance is consistent with good business practices. PAR will provide Participating Location with one (1) week notice of any scheduled maintenance or upgrades, which shall occur after business hours local time. PAR shall only use

occurrences exceeding 60 seconds to calculate downtime.

3. PARPay Service Level Credits. PAR shall issue a credit equal to the pro-rated portion of the monthly PARPay Service Fees for the downtime period attributable to PAR below the applicable threshold per month in accordance with the PARPay Transaction Availability Warranty set forth in the charts below (“Availability Warranty Credit”):

PARPay Transaction Availability Warranty	Service Level Credit/Refund
Above 99.0%-99.9%	30% of location’s monthly PARPay Service Fee
Above 98.0% to 99.0%	45% of location’s monthly PARPay Service Fee
Above 95.0% to 98.0%	60% of locations’ monthly PARPay Service Fee
Above 90.0% to 95.0%	80% of location’s monthly PARPay Service Fee
90% or less	100% of location’s monthly PARPay Service Fee

All Availability Warranties set forth in this Section will be measured on a monthly basis over a twenty-four (24) hour period for each day of the applicable month in the aggregate for the PARPay Service Fees provided to Participating Location.

4. PARPay Service Level Reporting and PARPay Service Level Credit Application. PAR will provide monthly reporting to Dairy Queen of PAR’s performance with respect to the PARPay Transaction Availability Warranty listed herein. Any PARPay Transaction Availability Warranty failures that result in PARPay Service Level Credits will be aggregated and cumulatively applied to the Participating Location(s) following month’s PARPay Service Fees.

SECTION C: USE OF DEVICE SOFTWARE/PARPAY SERVICE.

1. LICENSE AND RIGHT TO USE THE DEVICE SOFTWARE AND PARPAY SERVICE.

Subject to the terms and conditions of these PARPay Terms, PAR grants Participating Location and Participating Location hereby accepts: (a) a personal, non-transferable, and non-exclusive right and limited license to use the payment application software (“Device Software”) on an approved payment application device; and (b) a personal, non-transferable, and non-exclusive right and limited license to use the PARPay Service implemented by the Device Software, as well as technical information or materials developed by PAR and provided to Participating Location in connection with the use of the PARPay Service (“User Documentation”), all solely for the purpose of processing credit/debit/gift card transactions for Participating Location’s business (“Purpose”). The use of any third party software shall also be subject to the terms and conditions of any end user license agreement provided for such software.

2. USAGE RESTRICTIONS - Participating Location shall not directly or indirectly access or use the Device Software or the PARPay Service to process data or information for any person or entity other than Participating Location, and neither Participating Location nor Participating Location’s Authorized Users shall use or permit the Device Software or PARPay Service to be used as a service bureau. These PARPay Terms do not give Participating Location’s customers any right to use the Device Software or PARPay Service. Participating Location may not resell or transfer Participating Location’s right to use the Device Software or PARPay Service to any third party, including without limitation any resellers or distributors. Participating

Location may not loan, lease, rent, disclose, sell, transfer, sublicense, or otherwise use, copy, or distribute copies of the Device Software or PARPay Service, in whole or in part, including without limitation any screens, content, graphics, or output of the Device Software or PARPay Service, except that Participating Location may print out reports and comparisons in connection with the Purpose and not for any other use, except as expressly permitted by these PARPay Terms. Participating Location also may not use the Device Software or PARPay Service to create any tables, files, databases, derivative works, or other compendiums or works, except as expressly permitted by these PARPay Terms. The PARPay Service does not include an Internet access service; Participating Location must separately arrange for and pay for access to the Internet in order to access and use the Service.

3. AUTHORIZATION - As long as Participating Location remains in good standing, Participating Location and those of Participating Location's employees who have been duly registered as an Authorized User and whose registration is current are authorized to access the PARPay Service only through the use of both (1) the unique username issued to Participating Location for each Participating Location Authorized User enrolled in the PARPay Service, and (2) the corresponding unique password created by each of Participating Location's Authorized Users in connection with their username. PAR reserves the right to inactivate or "timeout" a session after a reasonable amount of time of inactivity by an Authorized User. Participating Location shall be solely responsible for the manner in which Participating Location and Participating Location's Authorized Users use the PARPay Services. Participating Location shall ensure that only Authorized Users have access to any user identifications or passwords for use in connection with the PARPay Services and shall not disclose such identifications or passwords to any other individual. Participating Location acknowledges and agrees that Participating Location is solely responsible for strictly maintaining the confidentiality and integrity of such identifications and passwords and Participating Location shall indemnify and hold PAR harmless from and against any liability, damages, or costs arising from Participating Location's failure to comply with this obligation including, but not limited to, improper or unauthorized account access using Participating Location's user identifications or passwords, provided such identifications or passwords were not improperly disseminated by PAR, its third party provider or any of their representatives. Participating Location shall notify PAR immediately in writing if the security or integrity of an identification or password has been compromised.

SECTION D: PARPAY SERVICE TERM, SERVICE FEES AND TERMINATION.

1. TERM – The Initial Term of these PARPay Terms shall begin upon the date the PARPay Services are first used to process a transaction in Participating Location, and unless earlier terminated by either Participating Location or PAR pursuant to the terms set forth in these PARPay Terms or this Participation Agreement shall be for a period of five (5) years. These PARPay Terms shall automatically renew at the end of the Initial Term for additional successive periods of one (1) year (the "Renewal Term(s)"). The Initial Term and the Renewal Term(s) shall be referred to herein collectively as the "Term".

2. MUTUAL TERMINATION FOR MATERIAL BREACH. Except as otherwise provided herein, if either Participating Location or PAR is in breach of any material term of these PARPay Terms, the other party may terminate these PARPay Terms at the end of a written 30-day notice/cure period, if the breach has not been cured.

i. Actions upon Termination for Material Breach.

- a. *Upon any termination as provided in D.2. above by Participating Location, PAR must refund any prepaid and unused PARPay Service Fees under these PARPay Terms through the date of termination.*

- b. *Upon any termination as provided in D.2 above by PAR*, Participating Location must pay any unpaid and owed PARPay Service Fees under these PARPay Terms through the date of termination. The PARPay Services will also be terminated.

3. TERMINATION FOR CONVENIENCE BY PARTICIPATING LOCATION. Participating Location may terminate these PARPay Terms for convenience, at any time, for any reason upon thirty (30) days' notice to PAR.

i. Actions upon Termination for Convenience.

- a. *Upon any termination as provided in D.3 above by Participating Location*, PAR must refund any prepaid and unused PARPay Service Fees under these PARPay Terms through the date of termination.

4. UPON TERMINATION OR EXPIRATION (FOR ANY REASON). Upon termination or expiration of these PARPay Terms (for any reason), Participating Location must no longer use the Device Software and return all User Documentation and all other property of PAR. Participating Location will confirm its compliance with this requirement in writing upon request of PAR.

5. SERVICE FEES AND PAYMENT - To subscribe to the PARPay Service, Participating Location shall pay a one-time set-up/activation fee and the monthly subscription fees as set forth on the PAR Sales Order submitted by Participating Location (collectively, "PARPay Service Fees"). The PARPay Service Fees shall be paid monthly via automatic debit from Participating Location's checking account and are non-refundable, except as otherwise provided herein. For any Participating Locations that operate their business on a "seasonal basis" they will pay PARPay Service Fees for 8 months a year starting each calendar year on April 1 through November 30. If the date Participating Location first uses the PARPay Services to process a transaction in Participating Location occurs before the 15th of the month, Participating Location will be charged Service Fees for that entire calendar month. If the date Participating Location first uses the PARPay Services to process a transaction in Participating Location of the PARPay Services occurs after the 15th of the month, Participating Location Service Fees will not commence until the first day of the following calendar month.

6. RETURN OF DATA. Upon any termination, and upon Participating Location's written request, PAR will make available to Participating Location, electronic copies of Participating Location PARPay Data then available on the PARPay Services, provided Participating Location is current on any PARPay Service Fees then owing. Participating Location PARPay Data shall be provided in Delimited File or XML only at no charge. PAR reserves the right (but are not obligated to) destroy or discard any Participating Location Data after ninety (90) days following termination. Upon written request by Participating Location, PAR will discard all Participating Location PARPay Data, provided PAR shall not be required to destroy or alter any computer archival and backup media or archival and backup files, but such archival and backup materials shall be kept confidential in accordance with the terms of these PARPay Terms.

SECTION E: TRANSACTION DATA AND PARTICIPATING LOCATION DATA.

- 1.** Participating Location will at all times own all right, title and interest in and to the Participating Location PARPay Data, including but not limited to "Gift/Credit/Debit Card Masked and Unmasked Data" generated through the Service. By submitting Participating Location PARPay Data to us for use on the Service, Participating Location grants PAR a worldwide, royalty-free, and non-exclusive license to use, reproduce, modify and publish on the PARPay Service. Participating Location represents and warrants to PAR that Participating Location has the right to use, and to permit PAR to use Participating Location PARPay Data in order to provide the PARPay Services. Participating Location

acknowledges that PAR shall have the right as the PARPay Service provider to take such commercially reasonable actions to preserve or enhance the operation of the PARPay Service which may include, without limitation, reducing fragmentation of Participating Location PARPay Data and routine maintenance and upgrading of the PARPay Service. PAR will use best efforts to conduct such activity at such times so as to minimize any interference with Participating Location's use of the PARPay Service or limitation of Participating Location's access to Participating Location PARPay Data.

2. PAR agrees to maintain Participating Location PARPay Data extracted to the data center for a period of twenty-four (24) months and PAR will back up Participating Location's consolidated Participating Location PARPay Data at regular nightly intervals. Weekly backups of Participating Location's consolidated Participating Location PARPay Data will be stored off site. If Participating Location wants PAR to maintain Participating Location's consolidated Participating Location PARPay Data for a longer period of time, this is considered a customization of the PARPay Service and shall be subject to a separate addendum or statement of work mutually agreed upon by the parties outlining the work to be performed, the applicable fees, and the payment terms.

SECTION F: PARTICIPATING LOCATION RESPONSIBILITIES.

1. In connection with Participating Location's use of the PARPay Services, Participating Location will be responsible for the following:
 - b. all Participating Location PARPay Data that is "Gift Credit/Debit Card Masked data";
 - c. implementing, monitoring, and managing Participating Location's Store Network and Participating Location's Corporate Network, including all Payment Card Industry Data Security Standards (PCI-DSS) related controls and activities for these networks;
 - d. not storing/recording "Gift/Credit/Debit Card Unmasked Data;"
 - e. bearing all risk related to the loss or theft of, alteration or damage to, or fraudulent, improper or unauthorized use of any Gift/Credit/Debit Card, Gift/Credit/Debit Card Number or personal identification number in the case of Gift/Credit/Debit Cards by an employee, agent or sub-contractor of Participating Location;
 - f. maintain Participating Location's own equipment, managed networks, and managed systems and systems interfaces to appropriate minimum standards;
 - g. within ten (10) days of activation of the PARPay Services, access the PARPay Services using Participating Location's office computer with Participating Location's typical network configuration in order to review the PARPay Services; confirm that Participating Location PARPay Data was satisfactorily delivered via the internet, Participating Location's firewall, routing system and office network;
 - h. abide by the security procedures specified by PAR and perform reasonable and customary security practices to preclude attempts to circumvent any security procedures or utilize any unauthorized systems in an attempt to access data other than Participating Location's own data;
 - i. make all reasonable efforts to assist us in identifying, isolating and replicating issues found in the PARPay Services; and
 - j. using the PARPay Services and the Device Software in a manner consistent with these PARPay Terms and with all applicable laws and regulations, including without limitation, copyright, trademark, and

export control laws, and laws prohibiting the use of telecommunications facilities to transmit illegal, obscene, harmful to minors, threatening, harassing, or other offensive information or messages. PAR reserves the right to implement and require Participating Location's compliance with a commercially reasonable user conduct policy which may be updated from time to time, upon at least fifteen (15) days advance written notice to Participating Location.

SECTION G: CONFIDENTIALITY

PAR will protect and keep confidential Participating Location PARPay Data. Participating Location acknowledges that no violation of the provisions of this paragraph shall result from the allowing of access to or copying of Participating Location PARPay Data, or any part thereof, to Participating Location's payment provider or in compliance with an order or subpoena from any court or governmental or law enforcement agency. Participating Location agrees to permit only Participating Location's duly registered Authorized Users to use the PARPay Services, or to view any related materials. Except as otherwise provided in these PARPay Terms, Participating Location shall not sell, transfer, publish, disclose, display, or otherwise make available any portion of the PARPay Services or the Device Software to others. Participating Location agrees to provide reasonable cooperation to PAR and reasonable assistance to PAR in identifying and preventing any unauthorized use, copying, or disclosure of the PARPay Services, and/or the Device Software, in whole or in part. The foregoing confidentiality obligations shall not apply to any information generally available to the public, independently developed or obtained without reliance on the other party's information or approved for release by the other party without restriction.

SECTION H: OWNERSHIP

- 1. DEVICE SOFTWARE** - PAR, or the third party licensor where applicable, retain title to the Device Software and the PARPay Service, including, without limitation, all copies and audiovisual aspects of the PARPay Service, and all rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights inherent in and appurtenant to the Device Software and the PARPay Service, including any derivative works developed by Participating Location or PAR either jointly or individually. Participating Location shall not, by virtue of these PARPay Terms or otherwise, acquire any proprietary rights whatsoever in the Device Software or the PARPay Service, which shall be PAR's confidential information and the sole and exclusive property of PAR, or the third party licensor where applicable. Any right not expressly granted to Participating Location by these PARPay Terms is expressly reserved by PAR. To the fullest extent permissible under applicable law Participating Location may not (and may not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the Device Software or the PARPay Service. Participating Location may not modify, rent, lease, loan, sell, distribute or create derivative works based on the PARPay Service or the Device Software.
- 2. TRADEMARKS AND TRADE NAMES** - Any and all trademarks, service marks, and trade names that PAR uses in connection with the Device Software or the PARPay Services are and shall remain PAR's exclusive property. Nothing contained in these PARPay Terms shall be deemed to give Participating Location any right, title, or interest in any of PAR's trademarks, service marks, or trade names, including, but not limited to, any right to use any of PAR's trademarks, service marks, or trade names.

SECTION I: DISCLAIMER OF WARRANTY AND LIMITATION OF REMEDIES.

Participating Location understands and agree as follows:

- a. DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE WARRANTIES SET FORTH ABOVE IN SECTION B.1., PAR MAKES NO WARRANTY AS TO THE PARPAY SERVICE, THE DEVICE SOFTWARE OR THE RESULTS TO BE OBTAINED FROM PARTICIPATING LOCATION'S USE OF THE PARPAY SERVICES OR THE DEVICE SOFTWARE. THE PARPAY SERVICES AND THE USE

OF THE DEVICE SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PARTICIPATING LOCATION ASSUMES FULL RESPONSIBILITY AND RISK FOR USE OF THE PARPAY SERVICE, THE DEVICE SOFTWARE AND THE INTERNET. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PAR DOES NOT WARRANT THAT THE PARPAY SERVICES OR THE DEVICE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR THAT UNAUTHORIZED ACCESS TO THE PARPAY SERVICES BY THIRD PARTIES ("HACKING") CAN BE PREVENTED. THE EXPRESS WARRANTIES SPECIFIED IN THESE PARPAY TERMS OR FURNISHED WITH THE PARPAY SERVICES BY PAR ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PAR DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES.

- b. NOTIFICATION OF OUTAGE BY PARTICIPATING LOCATION.** PARTICIPATING LOCATION MUST NOTIFY PAR IF THE PARTICIPATING LOCATION IS UNABLE TO TRANSACT AN ORDER OR USE THE PARPAY SERVICES BY CONTACTING THE PAR HELP DESK. IF PAR HAS NO RECORD OF THE PARTICIPATING LOCATION CONTACTING THE PAR HELP DESK REGARDING SUCH OUTAGE WITHIN 60 DAYS OF THE END OF THE MONTH IN WHICH THE PARTICIPATING LOCATION EXPERIENCED THE OUTAGE, THEN PARTICIPATING LOCATION WILL BE DEEMED TO HAVE WAIVED ANY CREDITS THAT MAY HAVE BEEN AVAILABLE FOR SUCH OUTAGE. NOTWITHSTANDING THE FOREGOING IF PAR BECOMES AWARE OF A SYSTEM WIDE OUTAGE, PAR AND/OR DAIRY QUEEN MAY NOTIFY PARTICIPATING LOCATIONS OF SUCH OUTAGE AND IN SUCH INSTANCE PARTICIPATING LOCATION WILL NOT BE REQUIRED TO NOTIFY PAR IN ORDER TO OBTAIN A CREDIT.
- c. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION TORT, CONTRACT, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, (INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS PROFITS, LOSS OF SERVICE, BUSINESS INTERRUPTION, LOSS OF OR INCORRECT BUSINESS INFORMATION/DATA AND THE LIKE) SUFFERED OR INCURRED BY EITHER PARTY EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING, EITHER PARTY IS FOUND LIABLE TO THE OTHER PARTY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, SUCH PARTY'S AGGREGATE ANNUAL CALENDAR YEAR (JANUARY 1 TO DECEMBER 31) LIABILITY TO THE OTHER PARTY UNDER THIS PARTICIPATION AGREEMENT INCLUSIVE OF ALL SCHEDULES HERETO WILL BE \$50,000 AND WITH RESPECT TO PAR'S LIABILITY TO PARTICIPATING LOCATION, LESS ANY AMOUNTS RECEIVED BY PARTICIPATING LOCATION AS SERVICE CREDITS FOR PAR'S FAILURE TO MEET ANY AVAILABILITY WARRANTY AS SET FORTH HEREIN. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO EITHER PARTY'S LIABILITY FOR ITS (OR ITS RESPECTIVE AGENTS AND/OR SUBCONTRACTORS) GROSS NEGLIGENCE OR WILFULL MISCONDUCT, WILFUL FAILURE TO COMPLY WITH LAW, FRAUD, INTELLECTUAL PROPERTY INFRINGEMENT, BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO OR LOSS OF ANY TANGIBLE PROPERTY.

SECTION J: INDEMNIFICATION.

1. BY PARTICIPATING LOCATION. Participating Location agrees to indemnify, defend, and hold PAR, and PAR's parent companies, subsidiaries, and affiliates, and their respective directors, officers, agents, co-branders or other partners, representatives, contractors, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Participating Location PARPay Data being illegal or infringing on a third party's Intellectual Property Rights, Participating Location's use or Participating Location's Authorized Users' use of the PARPay Service, Participating Location's connection to the PARPay Service, Participating Location's violation or the violation by any of Participating Location's Authorized Users of the PARPay Terms, the violation of any rights of another by Participating Location or any of Participating Location's Authorized Users, or any act or omission of Participating Location or Participating Location's directors, officers, agents, representatives, contractors, Authorized Users, or employees.

2. BY PAR FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. PAR agrees to defend any action brought against Participating Location based on a claim that the Device Software, State Management Services, Device Management Service and/or the PARPay Service infringes upon a United States copyright, trademark or patent, and/or violates the trade secret rights of a third party and we will pay those costs and damages finally awarded against Participating Location on the condition that (i) Participating Location notify PAR promptly in writing of any such claim or action; (ii) PAR shall have the sole control of the defense and final settlement thereof; and (iii) if the Device Software or the PARPay Service, or any part thereof, in PAR's sole opinion is likely to become the subject of a claim of infringement, then Participating Location shall permit PAR, at PAR's sole option and expense (a) to replace or modify the Device Software or the PARPay Service to become non-infringing, or (b) if (a) is not reasonably available as an option, then Participating Location's sole and exclusive remedy shall be a refund of the PARPay Service Fees for the then current month's PARPay Service or any PARPay Service Fees for the remainder of the Term if such PARPay Service Fees were paid in advance. We shall have no liability to Participating Location for any such claim of infringement of a third party's proprietary rights that are caused by use of the Device Software or PARPay Service in a manner that is in violation of these PARPay Terms.

3. BY PAR IN GENERAL. PAR will defend and indemnify Participating Location, its affiliates and their respective officers, directors, employees, agents, successors, and assigns from and against any and all damages, losses, fines, penalties, costs, expenses, liabilities and other amounts (including reasonable attorney fees and expenses) ("Losses") suffered or otherwise incurred by any of them arising from or in connection with or otherwise relating to: (i) bodily injury (including death) or damage to or loss of any tangible property caused by the PARPay Services or the negligent acts or omissions of PAR or its sub-contractors and their respective officers, directors, employees, agents, suppliers, sub-suppliers, successors and assigns; (ii) (i) bodily injury (including death) or damage to or loss of any tangible property caused by the negligent acts or omissions of PAR or its sub-contractors and their respective officers, directors, employees, agents, suppliers, sub-suppliers, successors and assigns in providing the PARPay Services, State Management Services, Device Management Service and/or Device Software; (ii) gross negligence or willful misconduct of PAR or its sub-contractors and their respective officers, directors, employees, agents, suppliers, sub-suppliers, successors and assigns in providing the PARPay Services, State Management Services, Device Management Service and/or Device Software, and (iii) any violation of Law by PAR or its sub-contractors and their respective officers, directors, employees, agents, suppliers, sub-suppliers, successors and assigns or any of their respective employees, officers, directors, agents or representatives in providing the PARPay Services, State Management Services, Device Management Service, and/or Device Software. Notwithstanding the foregoing, PAR is not liable to defend, indemnify or hold harmless Participating Location for any Losses directly arising from: (y) the

negligent or willful misconduct of the Participating Location; or (z) any violation of Lawby Participating Location or its sub-contractors and their respective officers, directors, employees, agents, suppliers, successors and assigns or any of their respective employees, officers, directors, agents or representatives.

SECTION K: GENERAL TERMS AND CONDITIONS

- a. Money Damages Insufficient.** Any breach by Participating Location or PAR of these PARPay Terms or violation of the other party's Intellectual Property Rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- b. Governing Law.** These PARPay Terms shall be construed and interpreted in accordance with the laws of the State of Delaware.
- c. Force Majeure.** PAR and Participating Location shall not be liable for any delay in performance under these PARPay Terms resulting from any cause beyond PAR or Participating Location's reasonable control, including without limitation, any act of God, fires, storms, floods, explosions, strikes, work stoppages or slowdowns, or other industrial disputes, legal action, failure or delay of supplies from ordinary sources, accidents, riots, war or civil disturbances, or acts of civil or military authorities.
- d. Entire Agreement and Changes.** These PARPay Terms and the Sales Order constitute the entire agreement between the parties with respect to PARPay Services and Device Software, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. The sole terms and conditions governing the purchase of the PARPay Services from PAR are contained in these PARPay Terms and any terms or conditions contained on the face or back of any Participating Location purchase order or other document shall be without effect. No modification or waiver of any term of these PARPay Terms is effective unless both parties sign it.
- e. No Assignment.** Neither Participating Location or PAR may assign or transfer these PARPay Terms or an order to a third party, without prior written consent of the other party, which shall not be unreasonably withheld; provided, however, these PARPay Terms with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party and PAR may use a subcontractor to perform all or part of the PARPay Services provided hereunder. PAR shall remain responsible for the performance of each subcontractor and its employees and for their compliance with these PARPay Terms.
- f. Independent Contractors.** The parties are independent contractors with respect to each other.
- g. Enforceability.** If any term of these PARPay Terms is invalid or unenforceable, the other terms remain in effect.
- h. Survival.** Any terms that by their nature survive termination or expiration of these PARPay Terms, will survive including but not limited to indemnification, choice of law, and confidentiality.
- i. CISG Not Apply.** The Convention on Contracts for the International Sale of Goods does not apply.
- j. Notices.** Notices shall be deemed given upon receipt. Any notices required to be given shall be in writing and in the case of notice to Participating Location, shall be sent to the billing address or fax number on the Sales Order. In the case of notice to PAR, such notice shall be sent via postage prepaid certified mail or by overnight courier to: ParTech, Inc. (Attn: Legal Department); ParTech Technology Park; 8383 Seneca Turnpike; New Hartford, NY 13413-4991.

SCHEDULE C-1

APPROVED DEVICES

The Devices below are approved for use with the Device Platform. The list of Devices is subject to change. Devices will eventually become obsolete and require replacement. The selection of Devices may also impact the ability to utilize features and functionality of the PARPay Service as described above. Participating Location should verify with us in advance of placing an order directly from a Device supplier or manufacturer if such Device is still approved for use with the PARPay Service.

EMV Payment Devices Supported by PAR Pay
Verifone Mx915, Mx925, Vx805, Vx820, Vx520, Coming Soon – M400
Ingenico IPP-350, ISC-250, ISC-480, Coming Soon - Move 5000
<i>Devices not listed will require certification testing and additional fees prior to implementation</i>

SCHEDULE C-2

CERTIFIED AND SUPPORTED PAYMENT PROCESSORS

Credit and Debit Processors
First Data
WorldPay
Vantiv
Worldpay
Mercury
Chase Paymentech
Tsys
Global Payments Heartland
Elavon
Moneris
<i>Other processors may be available but would need to be certified and tested prior to deployment. Please contact Customer Sales or a Customer Support Representative to inquire about other processors.</i>

Gift Card Processors
Valuelink
Vantiv
SVS
Valuetec
Heartland Gift
Mercury
Worldpay
Aurus Gift
Chase - Givex
Coming Soon – GiftePay
Coming Soon – Synergy Gift



**SCHEDULE D
to Participation Agreement**

**SALES ORDER FOR EQUIPMENT, SUBSCRIPTION SOFTWARE SERVICES
AND SERVICES**

Sample Sales Order

Prepared for: Participating Location Name and Address **Ship to:** Participating Location Name and Address

Bill to: Participating Location Name and Address

Hardware

Qty	Part Number	Description	Unit Price	Sales Price
-----	-------------	-------------	------------	-------------

Software and Support

Qty	Part Number	Description	Unit Price	Sales Price
-----	-------------	-------------	------------	-------------

Installation Services

Qty	Part Number	Description	Unit Price	Sales Price
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Hardware Maintenance Services

Qty	Part Number	Description	Unit Price	Sales Price
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Grand Total (Does not include Tax and Shipping) **\$\$**

Down Payment

Balance Due

Special Instructions:

This Sales Order is made and entered into by and between ParTech, Inc., ("PAR") and the Participating Location executing this Sales Order. Participating Location hereby agrees to purchase from PAR, and PAR by its acceptance of this Sales Order agrees to sell to Participating Location, the Equipment, Installation Services, Subscription Software Services, PARPay Services, Advance Exchange Services, and On-Site Remedial Maintenance Service, as applicable, as listed above in accordance with the terms and conditions of this Sales Order and the Participation Agreement executed by Participating Location and PAR. All Sales Orders are non-cancellable by Customer. Notwithstanding the foregoing, if PAR agrees to cancel any Sales Order, PAR may condition such cancellation on Customer paying a 10% restocking fee for any Equipment or other items returned to PAR.

Price Increases: Beginning on the calendar year starting January 1, 2021 pricing is subject to an annual increase based on an amount equal to the lesser of 2% or the amount of Consumer Price Index ("CPI") increase calculated based on the immediately preceding unadjusted 12 months (10/01 through 9/30), derived from the U.S. Department of Labor, Bureau of Labor Statistics web site, <https://www.bls.gov/news.release/cpi.nr0.htm>. Price increases will take effect February 1 of the then current calendar year. PAR will communicate price increases to Participating Location in writing via email by January 15th.

Exchange Rate for Participating Locations in Canada. Participating Locations in Canada who are purchasing Equipment and Installation Services via an upfront payment may elect to pay for all Equipment and Services in USD or CAD. Participating Locations in Canada who are financing Equipment and Installation Services must pay in CAD for all Equipment and Services subject to the following. The exchange rate for Participating Locations in Canada whom elect to pay in CAD will be set for the spot rate of USD/CAD by the Wall Street Journal as reported by <http://www.wsj.com/public/page/news-currency-currencies-trading.html> on the Effective Date of the Master Hardware and Software Agreement between ParTech, Inc. and American Dairy Queen Corporation. The exchange rate will be maintained by PAR for a period of one (1) year from February 1, 2019 and then revised annually thereafter. On January 1 (or the next business day) of each year thereafter, the new exchange rate shall be determined based on an

average of the spot rate over the prior calendar year (January 1 – December 31) of USD/CAD by the Wall Street Journal as reported by on <http://www.wsj.com/public/page/news-currency-currencies-trading.html> and communicated to Participating Location in writing via email within five (5) days of such determination. The new exchange rate will be calculated on an annual basis for the remainder of the Term of your Participation Agreement. The annually calculated new exchange rate will take effect February 1 of the then current calendar year, and will apply to purchases of Equipment, Installation Services, existing and new purchases of Subscription Software Services, existing and new purchases of PARPay Services, existing and new purchases of Advance Exchange Services, and existing and new purchases of On-Site Remedial Maintenance Services.

The Equipment sold under this Sales Order has a limited useful life. As Subscription Software Services advance, improve, and change, Equipment sold under this Sales Order may no longer be able to meet the minimum operating requirements required to run the Subscription Software Services. In the future it will be necessary to purchase new Equipment as the PAR Solution evolves. The exact timing as to when the Equipment sold under this Sales Order will no longer effectively operate the Subscription Software Services and will therefore need to be replaced has not yet been determined. The average life cycle of today's typical Equipment configurations sold by PAR is 5-7 years.

See below for additional fees that may be incurred by Participating Location in connection with the Installation Services with regards to permits, installation delays, rescheduling, aborts, revisits, or out of scope activities and may be separately invoiced by PAR to Participating Location.

PERMIT RESEARCH FEE:	\$40 per Permit
COST OF PERMIT +COST TO OBTAIN PERMIT:	Actual
RESCHEDULE FEE:	\$135 per Participating Location
ABORT FEE:	\$750 per Participating Location
INSTALLATION DELAY FEE:	\$175 per hour (billed in 30-minute increments)
REVISIT FEES:	\$175 per hour (billed in 30-minute increments)
OUT OF SCOPE HOURLY RATE:	\$175 per hour (billed in 30-minute increments)

RESCHEDULE FEE: If a Participating Location is scheduled for Service and the Participating Location reschedules the Service within 48 hours of the scheduled installation date, PAR will invoice the Participating Location for Reschedule Fee as set forth above. If a Participating Location is scheduled for Service and PAR reschedules the Service within 48 hours of the scheduled Service date, PAR will provide the Participating Location with a refund to their Installation Services costs in the amount of a Reschedule Fee.

ABORT FEE: If a Participating Location is scheduled for Service and the Participating Location cancels the installation within 24 hours or the PAR technician arrives at the Participating Location to perform Services, and Services cannot be performed on the scheduled installation date for reasons not attributable to PAR, then PAR will invoice the Participating Location an Abort Fee as set forth above. If a Participating Location is scheduled for Service and PAR reschedules the Service within 24 hours of the scheduled Service date, PAR will provide the Participating Location with a refund to their Installation Services costs in the amount of an Abort Fee.

INSTALLATION DELAY FEES: If an issue within the control of the Participating Location related issue causes: (a) the PAR technician to delay the installation for 30 minutes or more at any time during the performance of the Services, PAR may invoice the Participating Location at PAR's standard hourly rate of \$175.00/hour in 30-minute increments. If an issue within PAR's or the PAR technician's control causes the PAR technician to delay the installation for 30 minutes or more at any time during the performance of the Services, PAR will credit the Participating Location at PAR's standard hourly rate of \$175.00/hour in 30-minute increments.

REVISIT FEE: The Participating Location is responsible for revisits to a Participating Location after completion of the Installation Services due to issues outside of PAR's control and attributable to the Participating Location's acts or omissions. Such revisits will be invoiced at PAR's standard hourly rate of \$175.00/hour in 30-minute increments. The Participating Location will not be invoiced for revisits due to issues within PAR's control.

OUT OF SCOPE SERVICE FEES: PAR Approved out of scope services will be invoiced at \$175 per hour in 30-minute increments.

INSTALLATION DELAY AND ABORT SCENARIOS: Refer to the Installation and Abort Scenarios as set forth in the Dairy Queen Installation Guide.

Hardware Maintenance Services. Participating Location may elect from two (2) different Equipment coverage options (Tier A or Tier B) based on the type of Equipment that the Participating Location wants to cover under the hardware maintenance services. The options are:

Tier A: As defined in Schedule D-1 of the Participation Agreement

Tier B: As defined in Schedule D-1 of the Participation Agreement

Once Participating Location elects either Tier A or Tier B, then the Participating Location must choose either Advance Exchange Services or On-Site Remedial Maintenance Services for such Equipment.

Participating Location may later elect to switch from Tier A to Tier B, or Tier B to Tier A. Participating Location may also later elect to switch from Advance Exchange Services to On-Site Remedial Maintenance Services, or from On-Site Remedial Maintenance Services to Advance Exchange Services. If Participating Location wants to make any such change, they must notify PAR via email at contractadmin@partech.com or via telephone at 1-800-448-6505, extension 6274. If a Participating Location elects to switch from Tier A to Tier B, then the Equipment not covered under Tier A must be certified by PAR to be in proper operating condition prior to becoming eligible for Tier B. Such certification and any resulting repairs or adjustments to bring the Equipment not covered under Tier A into proper operating condition shall be at a rate of \$300 plus the agreed upon time and material rates for any necessary repairs. If the Equipment not covered under Tier A needs repair, at Participating Location's option, Participating Location may either have the Equipment repaired or purchase new Equipment. Once the Equipment is accepted by PAR and becomes eligible for hardware maintenance services, the Equipment will be covered under Tier B Advance Exchange and/or On-Site Remedial Maintenance Services as selected by the Participating Location. Additionally, if a Participating Location's hardware maintenance services have lapsed for more than three (3) months, then Participating Location's Equipment must be certified by PAR as set forth herein before becoming eligible for hardware maintenance services. If Participating Location elects to change hardware maintenance service Tiers and/or switch from Advance Exchange Services to On-Site Remedial Maintenance Services such election will become effective on the first day of the calendar month after 60 days from its notification to PAR of such election (so long as in the case of switching from Tier A to Tier B, all Equipment which was not previously covered by hardware maintenance services has been certified as eligible for hardware maintenance services by PAR).

Participating Location

Authorized Signature of Participating Location

Print Name

Print Title

Primary Contact Telephone
(May be used for order or payment inquiries)

Quote #

Primary Contact Email Address:
(May be used for order or payment inquiries)

SCHEDULE D-1

STANDARD DAIRY QUEEN CONFIGURATIONS

Standard Dairy Queen Configurations

Participating Location will sign a separate Sales Order specific to Participating Location's store configuration and Equipment needs based upon the results of a Site Survey.* Participating Location will have the option to upgrade the KVS to 27" monitors if requested (will increase cost). Listed below are standard configurations for an existing Grill and Chill, an existing Treat Store, and a new Grill and Chill. Participating Location acknowledges that it will sign a Sales Order which will include similar hardware, software, and services based on the standard configurations below. (Depending upon the site survey, additional items may be required that are not listed below. (e.g. USB Extenders, ceiling mounts, etc.)

* New construction stores will follow the "New Store Grill and Chill" standard below and will not typically have a Site Survey.

Hardware and Installation price ranges reflect variation in cabling cost. These prices have been rounded.

Standard Grill and Chill Location

Hardware Configuration:

2 Front Counter Terminals, 2 Drive Thru Terminals, 4 Fingerprint Readers, 2 Mobile Printers, 3 Receipt Printers, 3 Cash Drawers, 3 Additional Cash Drawer Inserts, 3 Scanners (for Mobile) 6 KVS systems (20" Monitor, KVS Controller, KVS Bump Bar), 4 UPS Units, 1 24 Port Switch, Network Rack and Patch Panel, 3 Verifone P400 Units w/stands, 3 KVS Surge Protectors, 6 USB Sound Bars,

Monthly Finance Option

- Hardware \$325.65 to \$336.05
- Install \$105.08 to \$140.45
- Software \$295.47
- AE (Tier B) \$101.96

Purchase Option

- Hardware \$16,671.37 to \$17,167.64
- Install \$5,364.30
- Average Cabling Cost \$1,798.85
- Software \$295.47 per month
- AE (Tier B) \$101.96 per month

Small Format Treat Centric Location

Hardware Configuration:

2 Front Counter Terminals, 2 Fingerprint Readers, 1 Mobile Printers, 1 Receipt Printers, 2 Cash Drawers, 2 Additional Cash Drawer Inserts, 2 Scanners (for Mobile) 2 KVS systems (20" Monitor, KVS Controller, KVS Bump Bar), 2 UPS Units, 1 24 Port Switch, Network Rack and Patch Panel, 2 Verifone P400 Units w/stands, 1 KVS Surge Protectors, 2 USB Sound Bars,

Monthly Finance Option

- Hardware \$167.50 to \$170.63
- Install \$78.03 to \$93.64
- Software \$227.85
- AE (Tier B) \$47.86

Purchase Option

- Hardware \$8,557.29 to \$8,779.94
- Install \$3,979.53
- Average Cabling Cost \$769.90
- Software \$227.85 per month
- AE (Tier B) \$47.86 per month

Typical Treat Centric Location

Hardware Configuration:

2 Front Counter Terminals, 1 Drive Thru Terminals, 3 Fingerprint Readers, 2 Mobile Printers, 3 Receipt Printers, 3 Cash Drawers, 3 Additional Cash Drawer Inserts, 3 Scanners (for Mobile) 3 KVS systems (20" Monitor, KVS Controller, KVS Bump Bar), 3 UPS Units, 1 24 Port Switch, Network Rack and Patch Panel, 3 Verifone P400 Units w/stands, 3 KVS Surge Protectors, 3 USB Sound Bars.

Monthly Finance Option

- Hardware \$251.78 to \$256.98
- Install \$99.88 to \$130.05
- Software \$265.30
- AE (Tier B) \$74.91

Purchase Option

- Hardware \$12,740.74 to \$13,039.33
- Install \$4,032.59 to \$5,206.16
- Software \$265.30 per month
- AE (Tier B) \$74.91 per month

New Construction Standard Grill and Chill

Hardware Configuration:

2 Front Counter Terminals, 2 Drive Thru Terminals, 4 Fingerprint Readers, 2 Mobile Printers, 3 Receipt Printers, 3 Cash Drawers, 3 Additional Cash Drawer Inserts, 3 Scanners (for Mobile) 6 KVS systems (20" Monitor, KVS Controller, KVS Bump Bar), 4 UPS Units, 1 24 Port Switch, Network Rack and Patch Panel, 3 Verifone P400 Units w/stands, 4 KVS Surge Protectors, 6 USB Sound Bars, 3 Cash Drawer Mounting Brackets, 6 KVS Wall Mount Brackets, 9 Power Supply Brackets Network Cabling and Cabling Installation.

Monthly Finance Option

- Hardware \$350.61
- Install \$179.98
- Software \$295.47
- AE (Tier B) \$101.96

Purchase Option

- Hardware \$17,812.69
- Install \$7,163.15
- Software \$295.47 per month
- AE (Tier B) \$101.96 per month

Additionally, Participating Location will select a hardware maintenance services option. Listed below are the two tiers from which Participating Location will elect the type of coverage.

HARDWARE MAINTENANCE SERVICES				
Tier A	Equipment to be covered		Monthly Price Per Unit	
	Product ID	Description	Advance Exchange (AE) Service	On-Site Remedial Maintenance Service (RMS Service)
	Tier A	POS Workstation 7" Display (Front Counter Terminals)	\$9.08	\$18.16
	Tier A	POS Workstation No Display (Drive Thru Terminals)	\$7.74	\$15.48
Tier A	KVS Controller	\$2.52	\$3.48	
Tier B	Equipment to be covered		Monthly Price Per Unit	
	Product ID	Description	Advance Exchange (AE) Service	On-Site Remedial Maintenance Service (RMS Service)
	Tier B	POS Workstation 7" Display (Front Counter Terminals)	\$9.08	\$18.16
	Tier B	POS Workstation No Display (Drive Thru Terminals)	\$7.74	\$15.48
	Tier B	KVS Controller	\$2.52	\$3.48
	Tier B	Fingerprint Reader	\$4.06	NA
	Tier B	10" Tablet	\$5.30	NA
	Tier B	Epson TM-T88V Ethernet Printer (Expediter Printers)	\$2.43	NA
	Tier B	Epson TM-T88V Serial Printer (Receipt Printers)	\$2.43	NA
	Tier B	APG Cash Drawer Kit includes Dual Media Slot, Drawer, Cable and Insert	\$2.44	NA
	Tier B	APG Cash Drawer 16" with Cable and Insert	\$3.07	NA
	Tier B	Motorola DS9208 SR USB Bar Code Reader	\$2.21	NA
	Tier B	KVS Bump bar	\$1.09	NA
	Tier B	21" Monitor	\$2.36	NA
	Tier B	27" Monitor	\$3.07	NA
	Tier B	Monoprice 24-Port Switch 10/100/1000 – Rack Mountable, with 5' Network Cable (One per Store)	\$1.60	NA

Order Form with Franchisee Joinder

Franchisee Company Name: _____ Effective Date: _____

Name:

Address:

City, State, Zip:

Telephone:

Billing Contact:

Billing Contact Email:

Franchisee/Owner Email: *(if different than Billing Contact Email: _____)* This Order Form with Franchisee Joinder ("Joinder") is made and entered into by the above-identified "Franchisee" effective as of the above-identified "Effective Date" under and pursuant to the Terms of Use dated December 1, 2018 ("TOU") by and between AccSys, LLC., a Delaware limited liability company, formerly known as AccSys, Inc. d\b\ Restaurant Magic, with its principal place of business at 4010 West Boy Scout Boulevard, Suite 300, Tampa, Florida 33607 ("ACCSYS") and American Dairy Queen Corporation ("Franchisor").

Number of Stores Renewing Data Central: _____

Store Number(s): _____

Subscription Start Date: The date of the first POS data import for new Franchisees subscribing to the Service and upon signature for Franchisees already subscribed to the Service ("Existing Subscriber"), unless such Existing Subscriber elects a different Data Central Available Package, in which case, the Subscription Start Date shall be the first day of the month following Franchisee's signature below.

Subscription End Date: December 16, 2028. Franchisee's subscription shall continue under the Franchisor's TOU and the Initial Order Form until the expiration or earlier termination thereof.

Auto Renewal: If Franchisor and AccSys agree in writing to extend the Term of Franchisor's TOU under a Renewal Order Form, Franchisee's subscription shall automatically renew upon the Subscription End Date for an additional period as agreed to by Franchisor and AccSys under the Franchisor's TOU and any Renewal Order Form until the expiration or earlier termination thereof.

Termination: Franchisee may terminate this Order Form at any time, for any reason, for convenience upon 30 days' notice to AccSys.

Data Central Available Packages: Selection of Data Central Management Suite, Data Central Reporting and Labor Management Only, or Data Central Reporting and Inventory Management Only as specified in Addendum A to Franchisor's Initial Order Form, as the same may be amended by agreement of AccSys and Franchisor from time to time.

Data Central Optional Features: As made available by AccSys, approved by Franchisor, and selected by Franchisee from time to time: None

Franchisee Store Type: Franchisees must specify to AccSys if their store is a non-seasonal or seasonal location.

Subscription Fees: As specified in Appendix A to Franchisor's Initial Order Form, as the same may be amended by agreement of AccSys and Franchisor from time to time.

Subscription Payments:

1. On the first of the month following the subscription start date, an invoice for the amount of prorated days for the previous month through to the end of the month for monthly and through to the end of the subscription year for annual, depending on option chosen.
2. Thereafter, the monthly subscription is due the first day of the month for the previous month. Annual will be due the first of the month of the subscription year.
3. On Day 61 of service, unless terminated for convenience: \$199.00 launch fee payable within thirty (30) days of invoice date.

Payment Terms: On the first day of the month following the subscription month via ACH, if monthly. Annually in advance, if annual. If advanced, annual invoicing is elected, Franchisee will receive a 5% discount which will be automatically applied to the invoice.

Check box if Franchisee prefers to receive monthly invoicing.

Check box if Franchisee prefers to receive advanced, annual invoicing.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties further agree as follows:

1. AccSys acknowledges and agrees that Franchisee may access and use the Service at the above-identified Store(s) upon the terms and subject to the conditions contained in its TOU with Franchisor.
2. Franchisee will be solely and entirely responsible for its access and use of the Service under the TOU. Franchisee acknowledges that it has reviewed a copy of the TOU and accepts the rights and agrees to be bound by and comply with the obligations under the TOU, to the extent that the TOU applies to the above-identified Store(s), as if it were the "Customer" under the TOU.
3. Franchisee will be solely and entirely responsible for all fees incurred under this Joinder, and for any services requested directly by Franchisee.
4. Franchisor shall not have any liability (whether in contract, tort, common or statutory law, equity, or otherwise) for any claims, obligations, liabilities, or causes of action arising out of, or relating in any manner to this Joinder.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Joinder as of the Effective Date.

ACCSYS, LLC

By: 

Print Name: Oliver Ostertag

Title: General Manager, Operator Cloud

Date: _____

FRANCHISEE

By: _____

Print Name: _____

Title: _____

Date: _____

Addendum A – Pricing and Term

Subscription Fees:

Options:

1. Full Data Central Management Suite: (Reporting, Labor Management (Scheduling), Inventory Management and QuickBooks data feeds)
 - \$127.35 per Store per month
2. Reporting and Labor Management (Scheduling) Only:
 - \$83.83 per Store per month
3. Reporting and Labor Management (Scheduling) + QuickBooks sales and invoice data feeds:
 - \$99.76 per Store per month
4. Reporting and Inventory Management Only:
 - \$83.83 per Store per month
5. Reporting and Inventory Management + QuickBooks sales and invoice data feeds:
 - \$105.06 per Store per month

Price Increases:

Beginning on the calendar year starting January 1, 2026, pricing in this Initial Order Form is subject to an annual increase based on an amount equal to the lesser of 2% or the Consumer Price Index (“CPI”) change during a measure period for the prior calendar year (the “CPI Price Increase”) Any such CPI Price Increase will take effect on February 1 of the then current calendar year. The CPI will be derived from the U.S. Department of Labor, Bureau of Labor Statistics web site, <https://www.bls.gov/news.release/cpi.nr0.htm>. The CPI change amount will be calculated in October prior to the new calendar year. The CPI change amount will be calculated based on the immediately preceding unadjusted 12 months (10/01 through 9/30) to develop the CPI change amount for the next calendar year. The CPI rate which will be used for the immediately following calendar year will be provided to Dairy Queen by AccSys in November prior to the new calendar year that the increase will go into effect. In the event that the CPI rate change as calculated for a given calendar year is negative, pricing in this Initial Order Form will remain unchanged for the following calendar year. For the purposes of clarity, in November of 2025 AccSys will provide Dairy Queen with the CPI change amount from October 1, 2024, through September 30, 2025. Based on an amount equal to the lesser of 2% or the CPI change amount calculated, AccSys will provide Dairy Queen with an amended Initial Order Form reflecting the price increase for the Services which will take effect February 1, 2026. Thereafter, this same process will continue on an annual basis going forward throughout the remainder of the Term.

- Seasonal Stores: Stores which are not open every month throughout the year will not be invoiced for the months they are closed.
- Canadian Stores: The prices for the Products are stated in United States Dollars and shall remain in effect for all sales made in the United States as stated herein. The prices for Products sold in Canada shall be determined by multiplying the then-current United States price by a fixed annual exchange rate. The initial fixed annual exchange rate for Participating Locations in Canada who elect to pay in Canadian dollars will be effective February 1, 2025 and will be 1.38 based on an average of the monthly spot rate of USD/CAD by the Wallstreet journal as reported by <http://www.wsj.com/public/page/news-currency-currencies-trading.html> over the 2024 calendar year. The exchange rate will be maintained by AccSys for a period of

one (1) year from February 1, 2025, and then revised annually thereafter. On January 1 (or the next business day) of each year of the Term, the new exchange rate shall be determined based on an average of the monthly spot rate over the prior calendar year (January 1 – December 31) of USD/CAD by the Wallstreet journal as reported by on <http://www.wsj.com/public/page/news-currency-currencies-trading.html> and communicated to Dairy Queen in writing within five (5) days of such determination. The new exchange rate will be calculated on an annual basis for the remainder of the Term. The annually calculated new exchange rate will take effect February 1 of the then current calendar year and will apply to purchases of Data Central Services by Customer Franchisees.

Launch Fee: \$199.00 per Store

Subscription End Date: December 16, 2028, unless earlier terminated.



INITIAL ORDER FORM

Service Level Addendum

AccSys will be responsible for the provision of Level 1 Support ("L1") to Users as follows:

1. **Definitions.**

- a. "Issue" shall mean a Priority Level 1 (P1) issue, Priority Level 2 (P2) issue, Priority Level (P3) issue or Priority Level 4 issue as defined in the chart below.
- b. "Resolution Times" shall mean the amount of time from which an Issue is reported by Dairy Queen or a Store to AccSys and AccSys provides a fix, work-around or escalation to development.
- c. "Response Times" shall mean the time by which the Help Desk responds to an incoming Help Desk Support Case from Dairy Queen or a Store for Help Desk Support Services.
- d. "Help Desk Support Case" shall mean a case from a Store that relates to assistance with the use of, or an interruption in the operability of the Service.

2. "Level 1 Support (L1)" means the provision of direct technical assistance and troubleshooting of Issues to Users at a Store. It includes the following encountered in the use of the covered Edition and Optional Features as defined in Customer's Initial Order Form for the Service:

- a. Resolution or explanation of Service generated error messages.
- b. Assistance with User or operational problems that occur during operation of the Service.
- c. Guidance with procedural and system functionality or capability questions.
- d. Research, identification and escalation of defects in the Service.
- e. Assistance with the identification of programming issues or changes necessary to correct functionality or reporting issues.
- f. Recommendations for proper system maintenance.
- g. Root cause analysis of crashes and/or problems of the Service.
- h. General information concerning system requirements to the Service.

L1 is not intended as supplemental training, and Customer must continue to meet its responsibilities defined in Section 6.3 of the TOU. Any exclusions set forth in Section 6.1 of the TOU for L2 Support also apply to L1 Support.

- 3. L1 will be provided during the hours listed in Section 6.5 of the TOU. AccSys will use its best efforts to respond and resolve L1 issues at the Response Times and Resolution Times in the chart below.
- 4. AccSys will attempt to resolve all Help Desk Support Cases utilizing the appropriate resource for any given Issue. If an Issue is being worked by a L1 support technician, and such support technician determines they do not have the requisite knowledge or training to resolve the Issue in a timely manner, or such L1 support technician has been unable to resolve such Issue within 1 hour of time spent on it, such Issue will be escalated to a Level 2 Support ("L2") technician or other appropriate resource to resolve the Issue.

<u>Priority Level of the Issue</u>	<u>Description</u>	<u>Response Time</u>	<u>Resolution Time</u>
Priority Level 1	Issues that result in a total malfunction, and which cannot be circumvented (an AccSys infrastructure interruption occurs, or a critical function is missing or causes an error, making it infeasible to be used in any productive fashion)	90% responded to within 15 minutes of receipt of call by AccSys' Help Desk	95% resolved within 60 minutes
Priority Level 2	Issues that result in the loss of some level of functionality in a major feature, but other features are still accessible by Customer (this type of problem makes it difficult but not impossible to perform most daily business functions).	90% responded to within 30 minutes of receipt of call by AccSys' Help Desk	90% resolved within 3 hours
Priority Level 3 and Priority Level 4	(P3) Issues that result in the loss of some functionality in a minor feature, but the Service is still accessible by Customer, and the problem has a minor impact on its operation (this type of problem is an annoyance to Customer but does not significantly impact Customer's ability to perform daily business functions). (P4) Issues where the Service has complete functionality and is still accessible by Customer, but a bug or defect exists (these problems include Service cosmetic problems and minor Service problems).	90% within 120 minutes of receipt of call by AccSys' Help Desk ----- Any e-support ticket is responded to by next business day, during business hours.	90% resolved within 5 business days
After Hours support 8pm to 6 am Mountain Time	All P1 after hours support requests dispatched to Level 1 AccSys Help Desk ----- All P2, P3 and P4 after hours support requests, dispatched to AccSys' Level 1 Help Desk team for next business day	90% responded to within 30 minutes of receipt of call by AccSys' Help Desk. ----- Response within 120 minutes of business start at 8am Eastern Time	Same as above



TERMS OF USE FOR AMERICAN DAIRY QUEEN STORES

Effective Date: 12/1/2018

These Terms of Use (“**TOU**”) are made and entered into effective as of the above-identified “**Effective Date**” by and between AccSys, Inc., a Florida corporation d/b/a Restaurant Magic Software with its principal place of business at 4010 West Boy Scout Blvd, Suite 300, Tampa, FL 33607 (“**RM**”) and the above-identified “**Customer**.”

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. As used herein, the following terms shall have the respective meanings set forth below: “**Service**”

means the back office restaurant service, including associated offline components, provided by RM.

“**Order Forms**” means the ordering documents representing the initial and subsequent purchases of the Service under this TOU, which are included or hereafter incorporated from time to time and specify, among other things, the number of subscriptions ordered, the subscription term, and the applicable fees.

“**Initial Order Form**” means the Initial Order Form executed by Customer effective as of the Effective Date.

“**Subsequent Order Forms**” means any later Order Forms executed by Customer or any franchisee of Customer.

“**Store**” means an isolated revenue and/or expense data source owned and/or operated and/or franchised and/or licensed by Customer for which Customer has purchased a subscription in an Order Form and from and/or for which Customer accesses the Service.

“**Customer Data**” means all electronic data or information submitted by Customer to the Service.

“**Users**” means Customer’s employees, contractors, agents, representatives, and franchisees (who have signed a franchisee joinder and) who are authorized to use the Service and have been supplied user identifications, shared log-ins, and passwords by Customer (or by RM at Customer’s request).

“**Data Central Resource**” Data Central Resource (“**DCR**”) means the individual(s) designated by Customer, and trained by RM, to be responsible for ongoing configuration and linking, addition of users, items and recipes, and other application administration required for optimal use of the Service. DCR also represents the first line of support for Customer’s Users. Each DCR must complete training as defined and provided by RM.

“**IP Rights**” means all intellectual property rights, including, but not limited to, copyrights, patent rights, trade secret rights, trademark rights, and other similar property rights.

2. Service.

2.1 Provision of Service. Subject to the terms, conditions, and restrictions set forth in this TOU (including, but not limited to, the restrictions in Sections 2.2 and 2.3 and Customer’s obligation to pay for the rights granted in this TOU in Section 4), RM hereby grants to Customer, for the term of this TOU, under any and all IP Rights owned or otherwise assertable by RM, a non-exclusive, non-transferable, limited right and license to access and

use the Service for Customer's internal business purposes in operating its restaurant business from and for the Stores identified in Customer's Order Forms under this TOU. RM will provide Customer with one or more unique identifications and passwords so that Customer's Users will be able to access and use the Service as provided in this TOU. Customer will be responsible for maintaining the confidentiality of its identifications, shared log-ins, and passwords and for all activities and charges resulting from their use, including, but not limited to, unauthorized use.

2.2 No Implied License. Customer acknowledges and agrees that this TOU shall in no way be construed to provide to Customer any express or implied license:

(i) to copy, reproduce, modify, change, alter, translate, improve, prepare derivative works based on, decompile, disassemble, reverse engineer, sell, rent, lease, distribute, sublicense, or otherwise transfer its right to access and use the Service; or

(ii) to use the Service in any outsourcing, time sharing, service bureau, or other similar enterprise; or

(iii) to use the Service from or for any Store not identified in an Order Form or to use the Service provided under a single subscription from or for more than one Store; or

(iv) to use the Service other than as expressly set forth in Section 2.1;

and Customer expressly agrees not to take any of the foregoing actions. All rights not expressly granted under this TOU are reserved to RM.

2.3 Restrictions on Use of Service. Customer agrees to use the Service only for lawful purposes. Customer will not engage in any conduct involving the Service that would constitute a criminal offense or give rise to civil liability under any United States or foreign federal, state, local, or other law, rule, regulation, treaty, or convention, or that would in any way compromise the national security of the United States or any other nation. Customer will be responsible for any wrongful or unlawful acts or omissions of its employees, contractors, agents, and representatives with respect to the Service, and shall have sole responsibility for notifying its employees, agents, contractors, and representatives of the terms, conditions, and restrictions contained in this TOU and for securing their agreement to be bound by the same.

3. Provision and Use of the Service.

3.1 Quality of the Service. During the term of this TOU the functionality of the Service will not be materially decreased from that available as of the Effective Date.

3.2 RM Responsibilities. RM shall: (i) in addition to its confidentiality obligations under Section 7, not use, edit, or disclose to any party other than Customer the Customer Data, unless Customer and RM agree to participate in a shared data reporting service, in connection with any distribution system to which Customer is a party, or unless otherwise authorized under this TOU; (ii) ensure the security, integrity, and confidentiality of the Service and the Customer Data against destruction, loss, alteration, unauthorized access or disclosure to third parties while in the possession or under the control of RM or RM agents; (iii) provide telephone and/or online support to Customer's DCR as provided in Section 6; and (iv) use commercially reasonable efforts to make the Service generally available 24 hours a day, 7 days a week, except for: (a) planned downtime of which RM shall give at least 24 hours notice via e-mail to Customer's designated contact, which may be changed by Customer by written notice to RM, and which RM shall schedule to the extent reasonably practicable during non-peak hours as determined by RM; and (b) any unavailability caused by circumstances beyond RM's control, including, but not limited to, acts of God, acts of government, flood, fire, earthquake, weather, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software, or power systems not within RM's possession or control, and network intrusions or denial of service attacks.

3.3 Customer Responsibilities. In addition to those responsibilities in Section 6.3 and elsewhere, Customer will be responsible for procuring and maintaining, at its own expense, all hardware, software, communication

equipment, access service, access lines, and Internet connectivity necessary for Customer to access and use the Service. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (iii) at Customer's expense, comply with RM's optimization, data loading, data retrieval, web service, utilization, and other system usage requirements; and (iv) comply with all applicable United States or foreign federal, state, local, or other laws, rules, regulations, treaties, and conventions in connection with its use of the Service.

3.4 Use Guidelines. Customer shall use the Service solely for its internal business purposes as contemplated by this TOU and shall not: (i) knowingly send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (ii) knowingly send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (iii) intentionally interfere with or disrupt the integrity or performance of the Service or the data contained therein; (iv) attempt to gain unauthorized access to the Service or its related systems or networks; or (v) if using the Documents Central service, publish any document for which Customer does not have rights under applicable copyright law.

3.5 Third-Party Providers. Certain third-party providers, some of which may be listed on pages within RM's website, offer products and services related to the Service, that work in conjunction with the Service, such as by exchanging data with the Service or by offering additional functionality within the user interface of the Service through use of the Service's application programming interface, and in addition to the Service. RM does not warrant any such third-party providers or any of their products or services, whether or not such products or services are designated by RM as "certified," "validated," or otherwise. Any exchange of data or other interaction between Customer and a third-party provider, and any purchase by Customer of any product or service offered by such third-party provider, is solely between Customer and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Service) may be offered by RM to Customer, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by Customer in connection with a separate purchase by Customer of such additional functionality. Customer's use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this TOU. RM will not offer third-party products or services or additional functionality that is not a part of the Service to Customer's franchisees without Customer's prior review and approval, which approval shall not be unreasonably withheld, delayed, or conditioned.

4. Fees & Payment.

4.1 Subscription Fees. Customer shall pay all fees specified in all of its Order Forms under this TOU. Except as otherwise provided in this TOU, all fees are quoted in United States Dollars and are non-refundable, to the extent earned. The number of subscriptions purchased may be decreased during the relevant subscription term stated on the Order Forms only in the event of a Unit closing or transfer. All fees due for partial payment periods will be prorated on a daily basis.

4.2 Professional Services. In addition to fees under Section 4.1, Customer may, from time to time, request professional services from RM. These services will be billed by RM to Customer at RM's then prevailing rates and terms.

4.3 Invoicing & Payment. Fees for the Service and other professional services will be invoiced in advance and otherwise in accordance with the terms set forth in the relevant Order Form. Unless otherwise stated in the Order Form, charges are due net thirty (30) days from the invoice date. Unless otherwise stated in the Order Form, all payments made under this TOU shall be in United States Dollars.

4.4 Overdue Payments. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at RM's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

4.5 Suspension of Service. If Customer's account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute) and such default has not been cured within ten (10) business days after written notice from RM to Customer, in addition to any of its other rights or remedies, RM reserves the right to suspend the Service provided to Customer, without liability to Customer, until such amounts are paid in full.

4.6 Taxes. Unless otherwise stated, RM's fees do not include any local, state, federal, or foreign taxes, levies, or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on RM's income. If RM has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides RM with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.7 Billing and Contact Information. Customer shall maintain complete and accurate billing and contact information for the Service at all times.

5. Proprietary Rights.

5.1 Reservation of Rights. Customer acknowledges that in providing the Service, RM utilizes (i) the Restaurant Magic Software name, the Restaurant Magic Software logo, the Restaurant Magic Software domain name, the product and service names associated with the Service, and other trademarks and service marks; (ii) certain audio and visual information, documents, software, and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, invention, and other tangible or intangible technical material or information (collectively, "**RM Technology**") and that the RM Technology is covered by IP Rights owned or licensed by RM (collectively, "**RM IP Rights**"). Customer acknowledges and agrees that the RM IP Rights belong to RM and that other than as expressly set forth in this TOU, no license or other rights in or to the RM Technology or RM IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved. Upon expiration or earlier termination of this TOU, Customer shall retain no rights of any nature with respect to the Service, the RM Technology, or the RM IP Rights.

5.2 Customer Data. As between RM and Customer, all Customer Data is owned exclusively by Customer. Customer Data shall be considered Confidential Information subject to the terms of this TOU. RM may access Customer's User accounts, including Customer Data, solely to respond to service or technical problems, at Customer's request, for training purposes, in accordance with a shared data reporting service agreement, or in connection with any distribution, franchise, or license system to which Customer is a party.

5.3 Consent to release Customer Data to Dairy Queen. Customer hereby authorizes RM to disclose, release and transmit any, and all, Customer Data collected by RM in connection with providing the Service under this TOU to American Dairy Queen Corporation, its subsidiaries and affiliates (collectively "Dairy Queen"), including without limitation sales, labor, inventory, product mix, and data compiled or derived from such Customer Data. This authorization does not extend to any data that constitutes personally identifiable information about Customer's employees, customers, representatives, agents, suppliers or vendors. In addition, notwithstanding anything to the contrary in this TOU, Customer acknowledges that the disclosure and transmissions of Customer Data to Dairy Queen shall not constitute a breach of the confidentiality obligations in this TOU or any other agreement to which Customer and RM are a party.

5.4 Suggestions. Throughout the term of this TOU, Customer shall communicate to RM in writing any modifications, changes, or improvements to the Service deemed important to Customer, and all significant errors or incompatibilities experienced by Customer while using the Service. Customer agrees that any and all information, inventions, discoveries, or other matters communicated to RM under this Section 5.3 shall be deemed to be the property of RM, and Customer agrees to execute and deliver to RM, at RM's request, any further documentation necessary to effectuate ownership of such information, inventions, discoveries, or other matters by RM.

6. Support, Maintenance and Enhancement.

6.1 Level 2 Support. Level 2 Support (L2) is included as a component of Customer's Subscription. L2 includes answers to questions, guidance, and other assistance provided via telephone for the correction of technical problems encountered in the use of the covered Edition and Optional Features as defined in Customer's Order Form(s). L2 is provided directly to Customer's DCR(s). L2 does not include assistance with any version of the Service not currently offered by RM; any on-site services; remote or on-site training or configuration services for which RM generally charges a Professional Services fee; or, scripting, programming, consultation, interfacing with third party applications whether acquired by Customer or made available through the Service.

6.2 RM Responsibilities. RM will resolve problems in a timely, professional manner. RM will maintain a knowledgeable staff available during the hours described herein. RM will provide a venue for Customer to report bugs and deficiencies, and RM will make commercially reasonable efforts to resolve issues reported according to venue guidelines. RM will provide a venue for Customer to make requests, and RM will consider these requests as it continues to improve and enhance the Service. RM will provide a "Wiki" styled help tool to assist Users.

6.3 Customer Responsibilities. Customer will provide that all Users maintain a working knowledge of their use of the Service. Customer will maintain a DCR level sufficient for the successful use of and support of the Service. Customer will meet the Device and Service Requirements published at <http://www.restaurantmagic.com/Requirements.aspx> or elsewhere, which may be updated from time to time.

6.4 Priority Levels. At RM's sole determination, all problems with the Service will be assigned a priority Level as follows:

(ii) Priority Level 1 Problems are events that result in a total malfunction, and which cannot be circumvented (an RM infrastructure interruption occurs, or a critical function is missing or causes an error, making it infeasible to be used in any productive fashion);

(iii) Priority Level 2 Problems are events that result in the loss of some level of functionality in a major feature, but other features are still accessible by Customer (this type of problem makes it difficult but not impossible to perform most daily business functions);

(iv) Priority Level 3 Problems are events that result in the loss of some functionality in a minor feature, but the Service is still accessible by Customer, and the problem has a minor impact on its operation (this type of problem is an annoyance to Customer but does not significantly impact Customer's ability to perform daily business functions.);

(v) Priority Level 4 Problems are events where the Service has complete functionality and is still accessible by Customer, but a bug or defect exists (these problems include Service cosmetic problems and minor Service problems.)

6.5 Problem Response. RM will respond to problems as follows: Attended Phone L2 is provided Monday through Thursday 8:00 AM ET – 9:00 PM ET, and Friday 8:00 AM ET – 6:00 PM ET. L2 is provided via the Voice Mail System Monday through Thursday, 9:00 PM ET – 8:00 AM ET, Weekends from Friday 6:00 PM ET – Monday 8:00 AM ET, and on the following Public Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. A Self Service Portal, which bypasses the phone system, is included as a component of Customer's Subscription. This system is available 24/7/365 for reporting issues, tracking problem resolution, and receiving updates.

(i) Priority Level 1 Problem Response: RM will respond within 1 hour during Attended Phone Service hours. RM will respond within 4 hours during L2 Voice Mail System hours.

(ii) Priority Level 2 Problem Response: RM will respond within 6 hours during Attended Phone Service hours. RM will respond within 8 hours during L2 Voice Mail System hours.

(iii) Priority Level 3 and 4 Problem Response: RM will respond within 2 Business Days.

6.6 Maintenance. Maintenance is included as a component of Customer's Subscription. Maintenance consists of commercially reasonable program coding after initial deployment to correct coding errors and perfect the functioning the Service.

6.7 Enhancement. Enhancement of Customer's Edition of the Service and Optional Features as defined in Customer's Order Form(s) is included as a component of Customer's Subscription. Enhancements do not include any new products, features, or functions made available by RM from time to time, for which RM generally charges an additional fee.

7. Confidentiality.

7.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, the Customer Data, the Service, the RM Technology, software source code and specifications, business and marketing plans, technology, and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) is known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this TOU without the Disclosing Party's prior written permission.

7.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information, or the level of care required by any applicable United States or foreign federal, state, local, or other laws, rules, regulations, treaties, and conventions.

7.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in violation of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek preliminary and permanent injunctive relief, without bond, to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies at law are inadequate.

7.6 Publicity. Either party may include the name and logo of the other party in its lists of customers or vendors with the other party's prior permission.

8. Warranties & Disclaimers.

8.1 Warranties. Each party represents and warrants that it has the legal power to enter into this TOU. RM represents and warrants that (i) it owns or otherwise has sufficient rights to permit Customer to access and use the Service; (ii) the Service and RM Technology do not infringe the IP rights of any third party; and (iii) its and its agents'

actions and performance of the Service are and will be in full compliance with all United States or foreign federal, state, local, or other laws, rules, regulations, treaties, and conventions; and (iv) no programs containing malicious or detrimental hidden files, illicit code, viruses, malware, or any other malicious computer program, such as containing any hardware-limiting, software-limiting, or services-limiting function not part of standard configuration or containing any automatically replicating, transmitting, or activating computer program that is not planned or expected by one of the parties has been or will be coded or introduced into Customer's systems, software, hardware, tools, equipment, or any similar item.

8.2 Disclaimer. The representations and warranties made by RM in this TOU are made solely to Customer. Except as otherwise provided in this TOU, RM provides, and Customer accepts, the Service in "AS-IS" CONDITION AND "WITH ALL FAULTS"; AND RM DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (STATUTORY, EXPRESS, OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICE OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, ACCURACY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT RM KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING.

RM DOES NOT WARRANT THAT THE SERVICE, ANY THIRD PARTY SOFTWARE OR HARDWARE RECOMMENDED TO BE USED IN CONJUNCTION WITH THE SERVICE, OR ANY OTHER PRODUCTS OR SERVICES FURNISHED BY RM UNDER THIS TOU WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

RM EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN CUSTOMER AND CUSTOMER'S FRANCHISEES THAT EXECUTE A FRANCHISEE JOINDER WITH RESPECT TO THE SERVICE.

SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO CERTAIN OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

9. Mutual Indemnification.

9.1 Indemnification by RM. Subject to this TOU, RM shall indemnify, defend, and hold Customer harmless against any loss or damage (including reasonable attorneys' fees and costs) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service as contemplated in this TOU infringes the IP rights of such third party; provided, that Customer (a) promptly gives written notice of the Claim to RM; (b) gives RM sole control of the defense and settlement of the Claim (provided that RM may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to RM, at RM's cost, all reasonable assistance. In the event that a final injunction shall be obtained against Customer's use of the Service in any action for which RM must indemnify Customer under this Section 9.1, RM may, at its option and expense and without being considered in default in the performance of its obligations under this TOU, and as Customer's sole remedy against RM for such infringement, either (i) procure for Customer the right to continue using the Service; or (ii) replace the Service with non-infringing service of like quality and capabilities; or (iii) modify the Service so that it becomes non-infringing; or (iv) terminate this TOU and refund to Customer all unearned fees paid, prorated on a daily basis for the period for which fees have been paid.

9.2 Indemnification by Customer. Subject to this TOU, Customer shall indemnify, defend, and hold RM harmless against any loss or damage (including reasonable attorneys' fees and costs) incurred in connection with Claims made or brought against RM by a third party alleging that the Customer Data or Customer's use of the Service (as opposed to the Service itself) infringes the IP rights of, or has otherwise harmed, a third party; provided, that RM (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases RM of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

10. Limitation of Liability.

10.1 Limitation of Liability. EXCEPT WITH RESPECT TO EITHER PARTY'S (OR ITS RESPECTIVE AGENTS') (I) INDEMNIFICATION OBLIGATIONS; (II) BREACH OF ANY CONFIDENTIALITY, DATA SECURITY, OR PRIVACY OBLIGATIONS HEREUNDER; (III) WILLFUL MISCONDUCT; OR (IV) FRAUD OR VIOLATION OF LAW, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS TOU, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$500,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER AND CUSTOMER'S FRANCHISEES UNDER THIS TOU.

10.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION, LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY OF THE INDEMNIFIED PARTY'S INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10.3 Limitation of Action. Except for actions for non-payment or breach of either party's IP rights, no action (regardless of form) arising out of this TOU may be commenced by either party more than two (2) years after the cause of action has accrued.

11. Term & Termination.

11.1 Term of TOU. The term of this TOU commences on the Effective Date and continues in effect until the earlier of (i) the Subscription End Date of the Initial Order Form, as the same may be extended by agreement of RM and Customer from time to time, or (ii) the earlier termination of this TOU pursuant to Section 11.3.

11.2 Term of Store Subscriptions. Store subscriptions commence on the Subscription Start Date specified in the relevant Order Form and continue for the subscription term specified therein, as the same may be extended by agreement of RM and Customer from time to time. Thereafter, Store subscriptions shall terminate unless RM and Customer otherwise agree.

11.3 Termination. Either party may terminate this TOU for cause: (i) upon no less than thirty (30) days written notice of a material breach to the other if such breach remains uncured at the expiration of such period; or (ii) if the other becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

11.4 Effect of Expiration or Termination. Upon expiration or earlier termination of this TOU for any reason, Users' right to access and use the Service shall terminate, and RM will disable all identifications, shared logins, and passwords provided pursuant to this TOU. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to RM prior to the effective date of termination. Within thirty (30) days after expiration or earlier termination, RM shall refund to Customer all unearned Professional Services and subscription fees paid (except with respect to charges then under reasonable and good faith dispute), prorated on a daily basis for the period for which such fees have been paid.

11.5 Availability of Customer Data. Provided Customer has paid RM all fees and other amounts due under this TOU, RM will extend Customer's access to the Service for a period of thirty (30) days beyond the expiration or early termination date. During such period, customer may extract any data in appropriately available formats. This extraction right is limited to Customer's data and does not grant Customer any rights to RM's data structure, data alignment, or other intellectual property. Any assistance required by Customer to execute such data extraction will be provided by RM in a cooperative fashion as professional services, billed at prevailing rates and payable in advance. After such thirty (30) day period, RM shall have no obligation to maintain or provide any access by

Customer to Customer Data and will thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

11.6 Surviving Provisions. The following provisions shall survive the expiration or earlier termination of this TOU: Sections 1, 4, 5, 7, 8, 9, 10, 11, and 12.

12. General Provisions.

12.1 Relationship of the Parties. The parties shall at all times act as independent contractors and licensor/licensee. Nothing contained in this TOU shall be deemed to constitute a partnership or joint venture between the parties, nor shall any party be deemed the employee, agent, or representative of the other. Neither party shall have any authority whatsoever, whether express or implied, to assume, create, or incur any obligation or liability whatsoever on behalf or in the name of the other, or to bind the other in any manner whatsoever. Neither party shall hold itself out contrary to the provisions of this Section.

12.2 No Third-Party Beneficiaries. There are no third-party beneficiaries to this TOU. The Service, results of the Service or use of the Service, and any information furnished to or procured by Customer by or through the Service is solely for the benefit of Customer, and no third party is entitled to rely on the same.

12.3 Notices. Any notice or other communication which is required or permitted under this TOU shall be in writing and shall be deemed to have been given, delivered, or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (i) on the date sent if delivered personally or by e-mail, cable, telecopy, telegram, telex, or facsimile (which is confirmed), or (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (iii) one (1) business day after having been deposited with a nationally recognized overnight courier service (such as by way of example, but not limitation, U.S. Express Mail, Federal Express, or Airborne), to the parties at the addresses in the Initial Order Form (or at such other address for a party as shall be specified by like notice).

12.4 Waiver. No failure or delay on the part of either party in exercising any right or remedy with respect to a breach of this TOU by the other party shall operate as a waiver thereof or of any prior or subsequent breach of this TOU by the breaching party, nor shall the exercise of any such right or remedy preclude any other or future exercise thereof or exercise of any other right or remedy in connection with this TOU. Any waiver must be in writing and signed by the waiving party.

12.5 Severability. If any section, subsection, or provision or the application of such section, subsection, or provision of this TOU is held invalid, illegal, or unenforceable, the remainder of this TOU and the obligation of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, illegal, or unenforceable shall not be affected by such invalidity, illegality, or unenforceability.

12.6 Assignment. Neither party may assign any of its rights or delegate any of its duties under this TOU, directly or indirectly by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, this TOU may be assigned by either party, together with a delegation of all duties of that party, and without the consent of the other party, in connection with a sale of all of the stock of the assigning party or a sale of all or substantially all of the assets of the assigning party in a single transaction or series of related transactions that would be considered to be part and parcel of a single transaction. Any attempted assignment in violation of this Section shall be void. This TOU shall inure to the benefit of and be binding upon the parties to this TOU, and their respective legal representatives, trustees, successors, and permitted assigns.

12.7 Applicable Law; Attorneys' Fees to Prevailing Party. This TOU shall be governed in its construction, interpretation, and performance by the laws of the State of New York and the United States, as applicable, without reference to law pertaining to choice of laws or conflict of laws. In the event of any litigation arising out of or relating to this TOU or the breach, termination, validity, or enforcement of this TOU, venue shall be in the Supreme Court in and for New York County, New York, or the Manhattan Division of the United States District Court for the Southern District of New York, as applicable. In the event of any litigation arising out of or relating to this TOU or the breach, termination, validity, or enforcement of this TOU, the prevailing party shall be

entitled to recover all costs and reasonable attorneys' fees incurred, including, without limitation, costs and attorneys' fees incurred in any investigations, trials, bankruptcies, and appeals.

12.8 Dispute Resolution.

12.8.1 In the event of any dispute, controversy, or claim arising out of or related to this TOU or to a breach hereof, whether based in contract, tort, or statute, including its interpretation, scope, formation, performance, or termination ("Dispute"), the parties hereto shall attempt to settle such Dispute by amicable discussions between two senior executives of RM and Customer having the specific authority to settle the Dispute within fifteen (15) days after one party giving notice to the other of existence of the Dispute.

12.8.2 If no settlement is reached by this meeting of the parties, the parties shall attempt in good faith to resolve the dispute through mediation in Tampa, Florida, or such other place as the parties may otherwise agree, with the assistance of a mutually agreeable mediator. Such mediation will take place within ninety (90) days after notice of the Dispute.

12.8.3 If no settlement is reached at mediation, then either party shall be free to commence litigation pursuant to the terms of this TOU. The provisions of Sections 12.8.1 and 12.8.2 shall not apply to breaches of Sections 2.2, 2.3, 5.1, and 7, for which the non-breaching party may proceed immediately to seek temporary and/or preliminary injunctive relief.

12.9 Construction. This TOU shall not be construed more strictly against any party regardless of who is responsible for its drafting. Unless the context of this TOU otherwise clearly requires, references to the plural include the singular and the singular include the plural. Wherever the context so requires, the masculine shall refer to the feminine, the feminine shall refer to the masculine, the masculine or the feminine shall refer to the neuter, and the neuter shall refer to the masculine or the feminine. The captions of this TOU are for convenience and ease of reference only and in no way define, describe, extend, or limit the scope or intent of this TOU or the intent of any of its provisions.

12.10 Entire Agreement. This TOU, including all exhibits and addenda hereto and all Order Forms executed hereunder, constitutes the entire agreement between the parties relating to the subject matter hereof. All prior understandings and agreements between the parties relating to the subject matter hereof are merged in this TOU, which alone and completely expresses their understanding. This TOU may not be altered, amended, or changed except by written instrument signed by and on behalf of each of the parties hereto. In the event of any conflict between the provisions in this TOU and any exhibit or addendum hereto, or Order Form executed hereunder, the terms of such exhibit, addendum, or Order Form shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this TOU, and all such terms or conditions shall be null and void.

12.11 Counterparts. This TOU may be executed in two or more counterparts, each of which shall be deemed an original instrument, but all of which counterparts together shall constitute one and the same instrument.

[Not for Signature]



We Are Excited to Welcome You!

Who We Are

AccSys, LLC is our legal entity and we are a subsidiary of ParTech, Inc. Data Central is our product.

What We Do

We are the back-office software for your restaurant. These are some of the benefits you can expect:

- Enterprise level reports such as the Daily Financial Recap, the Spot Check report, and the Price Adjustment report
- Labor scheduling tools and the ShiftWorks mobile app, which allows your employees to view and interact with their schedule, submit schedule availability and request to swap a shift.
- Inventory and purchasing tools that allow you to count inventory, place and receive orders, track variance on critical items.

ACH Charges

We will charge your account once your subscription begins on POS Import.
 The ACH Authorization Form will populate immediately after you complete this document. The ACH Form must be completed at this time so that we can get your store ready to go live.
 Once your subscription starts, charges to your bank account will be labeled either AccSys or Par Tech Inc.

Your Next Steps: Request Logins and Submit Fiscal Calendar in DQ Hub

You may use the link below to log onto the DQ Hub:
<https://dqhub.dairyqueen.net/technology/itp-home/restaurant-magic-user-information-forms>

Once you are there:

- Click **Step 1** and choose “**User Credentials ONLY**” from the dropdown for your login.
- Click on **Step 2** to submit your Fiscal Calendar.
- DQ will assign your store to a launch group and send an email from EPOS Pilot with login credentials.

Training

 INSTRUCTOR LED	<ul style="list-style-type: none"> • Look for the ITP News and Updates tile on the Learning Management System home page or visit this address: • https://dqhub.dairyqueen.net/technology/itp-home/restaurant-magic-user-information-forms 	 SELF-GUIDED	<ul style="list-style-type: none"> • Enroll in the DQ Learning Link Learning Path to access self-guided materials. 	 COMBINATION	<ul style="list-style-type: none"> • You may use a combination of Instructor led and self-guided training
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SUPPORT

Phone: 800.458.6895 – Email: dgsupport@restaurantmagic.com

AUTHORIZED OPERATOR TERMS & CONDITIONS (ADOPTING)

These Authorized Operator Terms & Conditions (“AO T&Cs”) govern the use of the Services by the authorized *DQ*® franchisee that is accessing or using the Services (“Authorized Operator”).

On 09/28/2023, Olo, Inc. (“Olo”) and American Dairy Queen Corporation (“Customer”) entered into a Master Services Agreement (as amended, supplemented or otherwise modified from time to time, the “Master Services Agreement”). Olo and Customer have also entered into one or more Order Forms (as amended, supplemented or otherwise modified from time to time, each an “Order Form” and, collectively with the Master Services Agreement, the “Agreement”) in connection with Olo’s provision of Services (as defined in the Agreement) to Customer and its Authorized Operators.

Authorized Operator desires to use the Services in accordance with the terms of the Agreement and intends to adopt certain terms of the Agreement, including certain liability provisions, for Olo to bill Authorized Operator directly with respect to fees and charges incurred in connection with Authorized Operator’s use of the Services. Authorized Operator’s access to and use of the Service is conditioned on its acceptance of and compliance with these AO T&Cs. By accessing or using the Service, Authorized Operator agrees to be bound by these AO T&Cs.

1. Adoption and Amendments. Authorized Operator hereby adopts and approves the terms of the Agreement, subject to the amendments specified in this Section 1 below (such amended Agreement, the “Adopted Agreement”), and agrees to be bound by the terms of the Adopted Agreement:
 - a. References to Customer in the Adopted Agreement shall be changed to Authorized Operator. Any capitalized terms used but not defined herein shall have the meanings ascribed to them pursuant to the Adopted Agreement.
 - b. The Adopted Agreement shall be coterminous with the Agreement, unless these AO T&Cs are terminated earlier in accordance with Section 3 below.
 - c. The notice contact information for Authorized Operator under the Adopted Agreement shall be the contact information provided by Authorized Operator to Olo during the onboarding process.
 - d. The Adopted Agreement shall exclude any terms in the Agreement relating to rights or obligations applicable to Customer Data, press releases, Customer Trademarks, obligations with respect to franchisees, or service credits. Any such terms in the Agreement shall be deleted in the Adopted Agreement.
 - e. The Adopted Agreement shall only include any fees or charges under the Agreement that are (i) charged on a per location or per transaction/order/unit basis, and (ii) applicable to the use of the Services by the Authorized Operator or by locations operated by the Authorized Operator (including any fees or charges associated with transactions/orders/units conducted with locations owned or operated by the Authorized Operator). All other fees or charges set forth in the Agreement shall be deemed deleted in the Adopted Agreement.
 - f. Subject to clause (d) of this Section 1, the Adopted Agreement shall automatically incorporate any change, supplement, amendment, amendment and restatement, or other modifications made to the Agreement by Olo and Customer and the Adopted Agreement shall be deemed to have been changed or modified accordingly; provided, that Customer will be solely responsible for notifying Authorized Operator of any modifications to the Agreement (including, for clarity, pricing updates and changes

with respect to Services that are mutually agreed in writing by Customer and Olo). Authorized Operator hereby ratifies such changes or modifications.

2. Representations; Warranties; and Obligations.

- a.** Authorized Operator represents and warrants that:
 - i.** Authorized Operator is a franchisee or licensee of Customer and Customer has authorized the Authorized Operator to use the Services;
 - ii.** Authorized Operator has received a copy of the Agreement from Olo or Customer and is familiar with the terms and conditions therein;
 - iii.** Authorized Operator (i) has the legal power and authority to enter into this Agreement; (ii) it will not violate, or use the Services in violation of any applicable Laws, including any applicable privacy laws, or any third party right; and (c) it will use the Services in compliance with its agreements with third parties; and
 - iv.** these AO T&Cs are a legal, valid and binding obligation on Authorized Operator, Customer and Olo and are enforceable against Authorized Operator, Customer and Olo in accordance with its terms.
- b.** Authorized Operator will promptly provide Olo with information Olo reasonably requires in connection with onboarding and deployment of the Services. In connection with its use of the Services under the Adopted Agreement, Authorized Operator agrees to facilitate the timely implementation and deployment of the Services in good faith, including complying with the following implementation requirements:
 - i.** Update bank account name, routing number and account number through Olo Dashboard Portal for Electronic Funds Transfer (EFT) billing; and
 - ii.** Activate necessary services with payment processor(s) to ensure stores are paid for orders.
- c.** Authorized Operator is responsible for providing complete and accurate billing and contact information to Olo, and notifying Olo promptly of any changes to such information.

3. Termination.

- a.** Subject to the termination provision of the Adopted Agreement, these AO T&Cs shall govern Authorized Operator's use of the Services until the earlier of:
 - i.** the termination of the Agreement,
 - ii.** the termination of the franchise agreement between Customer and Authorized Operator,
 - iii.** Authorized Operator no longer owning or operating the franchised location, in which case these AO T&Cs shall terminate as to such franchised location only,
 - iv.** Olo providing written notice of termination to Authorized Operator following three (3) months of non-payment; or

- v. Authorized Operator providing thirty (30) days' prior written notice of termination to Olo.
- b. Upon termination:
 - i. Authorized Operator's right to use the Services will cease immediately with respect to all Customer franchised locations of Authorized Operator; and
 - ii. neither party will have any further obligations to the other, except for those obligations that either expressly or by their nature survive such termination, including Authorized Operator's payment to Olo of all fees accrued prior to the termination date.
- 4. Notices. All notices and other communications sent under these AO T&Cs must be in writing (including by email) and will be deemed effective when delivered.
- 5. Governing Law. These AO T&Cs are governed by and construed in accordance with the laws of New York, without regard to the conflicts of law rules thereof.



EXECUTION

UNITED STATES GIFT CARD ENROLLMENT PACKET

Please use the overview and instructions on the following pages as a reference in completing the Gift Card enrollment packet. If you have any questions in completing these forms please contact the Gift Card Franchisee Support Help Desk at 1(866) 874-7901.

*****Missing information will result in application rejection, required resubmission and set up delays.**

Enrollment Packet Contents:

- Enrollment Cover Sheet
- Participation Agreement
- Credit Application
- Prepaid Implementations and Boarding Form

Section A: Participation Agreement

Instructions.....	Section A- Page 1-2
Participation Agreement.....	1-8
Exhibit A (ACH Authorization).....	A
Exhibit B (Schedule of Designated Locations).....	B
Exhibit C (Program Fees).....	C
Addendum #1 (Addendum for FD-150 Terminals).....	1-3

Section B: Credit Application

Instructions.....	Section B- Page 1
Credit Application	2
Prepaid Implementations and Boarding Form.....	3



COVER SHEET GIFT CARD ENROLLMENT

Please include this cover sheet with your enrollment paperwork.

1. Select one then fill in date:

I am enrolling a NEW location (has never accepted Gift Cards before)

If so, anticipated date of opening is _____.

I am enrolling an existing location.

*If so, what was the date of sale/change in ownership _____,
or the anticipated date of sale/change in ownership _____?*

2. What is the Dairy Queen Store Number?

Store No. _____

3. Where should we send your initial inventory of DQ/OJ Gift Cards?

Use store location address

Other Address

Business Name: _____
 Street Address: _____
 City/St/Zip: _____
 Attn: _____
 Phone: _____

SECTION A: PARTICIPATION AGREEMENT

INSTRUCTIONS:

Step 1. **Print 2 copies** of the attached Participation Agreement.

Participation Agreement - Page 1

Step 2. On the first line, enter today's date.

Step 3. On the third line, enter the legal entity name of the Operated Location, Participating Franchisee or Sub-Franchisee.

Participation Agreement - Page 10

Step 4. On the first line, enter the legal entity name of the Operated Location, Participating Franchisee or Sub-Franchisee.

Step 5. On the remaining lines, sign and enter your name, title, street address, city, state and zip code of the legal entity name, telephone number, fax, email and today's date.

Participation Agreement, Exhibit A

Step 6. In **Section 4 of Exhibit A**, enter the bank name, account number, account title (example: legal entity name of Operated Location, Participating Franchisee or Sub-Franchisee) that account is under and account ABA routing number. Attach a voided check for the account.

Step 7. On the second page of **Exhibit A**, enter the legal entity name of the Operated Location, Participating Franchisee or Sub-Franchisee on the first line. On the remaining lines, sign and enter your name, title, street address, city, state and zip code of the legal entity name, telephone number, fax and email. Also, please enter your Tax ID number.

Participation Agreement, Exhibit B

Step 8. List each Dairy Queen or Orange Julius Store Number and address information for each Designated Location that you are signing up for the Program.

Participation Agreement, Addendum #1 (Addendum for FD-150 Terminals)

NOTE: Only use/complete the Addendum #1 if Operated Location, Participating Franchisee, or Sub-Franchisee chooses to rent or purchase a FD-150 terminal for use as a "Gift Card only" terminal (no processing).

Step 9. On the first line, enter today's date. On the third line, enter date Participation Agreement was signed (see step #2). These two dates do not need to be the same.

- Step 10. On page 2, **Section 2**, Election, mark your choice (Purchase or Rental). If you select Purchase, we suggest you also select the Equipment Replacement Program to cover your Terminals in case of malfunction.
- Step 11. On page 3, enter the legal entity name of the Operated Location, Participating Franchisee or Sub-Franchisee on the first line. On the remaining lines, sign and enter your name, title, street address, city, state and zip code of the legal entity along with the date Addendum #1 is signed.
- Step 12. Following page 3, complete and sign the **FD Prepaid Implementation and Boarding Form Version Dq**.
- Step 13. Return both completed and signed originals of the Participation Agreement and Credit Application to the following fax number:

FAX: 1- 402- 916- 8946

After processing your Participation Agreement, GIFT will return 1 fully executed copy of the Participation Agreement to you. Accompanying your copy of the Agreement will be a cover letter containing your GIFT Merchant ID Number and First Data Net log-on information with password to access your gift card reconciliation reports via the Internet.

EXECUTION

Participation Agreement for U.S. Franchisees and Sub-Franchisees of DQ GC Inc.

This "**Participation Agreement**" is between **First Data Resources, LLC, successor in interest to Gift Solutions LLC, f/k/a ValueLink, LLC ("GIFT")** and _____ [insert full legal name] ("**Operated Location**," "**Participating Franchisee**" or "**Sub-Franchisee**"), and shall be effective on the latest date that appears in the signature block. Unless otherwise indicated herein, "**party**" or "**parties**" refer to GIFT and/or Participating Franchisee or Sub-Franchisee. "**Processor**" refers to GIFT and its agents. A "**Designated Location**" is a Dairy Queen Restaurant and/or Orange Julius Store owned and operated by Participating Franchisee or Sub-Franchisee.

Background

- **DQ GC Inc. ("Client")** and GIFT entered into that certain Agreement, dated JUNE 14, 2006 (the "**Agreement**"), pursuant to which Client operates a stored value card program ("**Client's Program**" or the "**Program**") and GIFT provides to Client data processing and related services for the Program;
- Operated Location (which are Designated Locations operated by Client), Participating Franchisee or Sub-Franchisee (which collectively are franchisees of Client) desire to participate in the Program and Client has approved Operated Location, Participating Franchisee or Sub-Franchisee to participate in the Program; and
- Operated Location, Participating Franchisee or Sub-Franchisee will engage GIFT to provide, and GIFT has agreed to provide to Operated Locations, Participating Franchisee or Sub-Franchisee, the Services, as defined below, for the Program in accordance with the terms of this Participation Agreement.

The parties agree as follows:

- 1 GIFT Responsibilities.** GIFT will provide these services (the "Services"):
 - 1.1 Database; Reports.** GIFT will maintain a Database of Card Data. "**Card Data**" is the transaction record and current value of each Card recorded in the Database. The "**Database**" is the information repository software owned and operated by GIFT or its suppliers.
 - 1.2 Authorization.** GIFT will respond to authorization requests and process Card transactions received at GIFT's data processing center in GIFT's designated format ("**Authorization**"). GIFT will reduce the Card balance by the amount authorized. Operated Locations, Participating Franchisee or Sub-Franchisee will obtain payment from the Cardholder for any deficiency between the purchase price and the amount authorized. "**Cardholder**" means any person possessing or using a Card or Card number. Authorizations will be provided in a real time or batch environment, as mutually agreed. Authorizations will be based on the available balance recorded in the Database. GIFT is not responsible for determining whether transactions are fraudulent, improper or otherwise unauthorized.
 - 1.3 IVR; Help Desk.** GIFT will operate an IVR, 24 hours per day, 7 days per week for the processing of mutually agreed transactions. "**IVR**" means an automated interactive voice response system accessible from the U.S. and Canada through a toll free telephone number. GIFT shall provide the following help desks during the term of this Agreement: (i) a Level I help desk that will be available twenty-four (24) hours per day, seven (7) days per week (Christmas Day excluded), for the processing of transactions pursuant to this Agreement, which shall provide Cardholder and restaurant support from a toll free telephone number; and (ii) a Level II help desk that will be available Monday through Friday, 8:00 am to 8:00 pm ET, which shall provide restaurant support from a toll free telephone number that will be provided to Client.
 - 1.4 Settlement.** GIFT will, through its Agents, and as Processor, provide certain settlement services to Client and Operated Locations, Participating Franchisee or Sub-Franchisee (the "**ACH Settlement Services**") through debits and credits to the Operated Locations, Participating Franchisee or Sub-Franchisee Account (as defined below) and the designated accounts of Client (the "**Merchant Account**") for the net value of Card Transactions. Operated Locations, Participating Franchisee or Sub-Franchisee must provide Client