

11.5.v. **Absolute Obligation.** Punchh agrees that it has an absolute and unconditional obligation to provide Customer (and Participating Locations) with Transition Assistance Services, and unless part of the mutually agreed upon Transition Assistance Plan, both Parties agree to continue to adhere to all requirements of this Agreement.

12. REPRESENTATIONS AND WARRANTIES.

12.1 By Both Parties. Both Parties represent and warrant that by entering into this Agreement, it does not violate the terms of any other material agreement by which such Party is bound.

12.2 Customer. Customer further represents and warrants that: (i) It has the necessary rights to grant Punchh the rights and licenses granted hereunder; (ii) Customer has the right and authority to enter into and be bound by this Agreement; (iii) the Customer Content and Customer Marks, and the use thereof by Punchh as contemplated and authorized in this Agreement, do not and will not cause the infringement of Intellectual Property Rights of any third party; (iii) the Customer Content, and the use thereof as contemplated and authorized in this Agreement, does not and will not violate the publicity or privacy right of any third party, or defame any third party; and (iv) all Promotional Programs are in compliance with all Applicable Laws, and Customers has obtained any and all required consents and permissions that are necessary for Punchh to perform its obligations hereunder or for the collection or use of any Personal Data.

12.3 Punchh. Punchh further represents and warrants that: (i) the Platform, and the use thereof by Customer and its Authorized Users as contemplated and authorized in this Agreement, does not infringe upon the Intellectual Property Rights of any third party; (ii) Punchh has the right and authority to enter into and be bound by this Agreement; (iii) the Professional Services will be performed in a good and workmanlike manner; (iv) the Services and Professional Services will comply with all Applicable Laws; (v) no malicious or detrimental content will be included in the Services; and (vi) the Services and Professional Services will substantially conform in all material respects to any Documentation provided with the Services or Professional Services, this Agreement, or the applicable Orders. Punchh will have no obligation or other liability with regard to any non-compliance with the Documentation or these representations and warranties that is caused by Customer's or its Authorized User's actions or inactions, including any negligence or the misuse or improper use of the Platform or any Promotional Programs by or on behalf of Customer.

13. DISCLAIMER. THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY THE PARTIES. EACH PARTY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. THE PARTIES AGREE THAT PUNCHH IS NOT INVOLVED IN SELECTING CUSTOMER CONTENT OR THE ELEMENTS OF THE PROMOTIONAL PROGRAMS AND DISCLAIMS ANY AND ALL LIABILITY RELATING THERETO.

14. INDEMNIFICATION. EACH PARTY (AN "INDEMNITOR") WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (TOGETHER, AN "INDEMNITEE") FROM AND AGAINST ANY DAMAGES, LOSSES, FINES, PENALTIES, COSTS, EXPENSES, LIABILITIES, AND OTHER AMOUNTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) (COLLECTIVELY, "CLAIMS") INCURRED OR SUFFERED BY THE INDEMNITEE IN CONNECTION WITH OR OTHERWISE RELATING TO ANY THIRD PARTY CLAIM OR ARISING OUT OF (I) ITS GROSSLY NEGLIGENT ACTS OR OMISSIONS, OR WILLFUL MISCONDUCT IN PERFORMING UNDER THIS AGREEMENT; OR (II) ALLEGATIONS THAT ANY OF PUNCHH'S PLATFORM OR SERVICES OR DOCUMENTATION INFRINGES ANY INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY IN THE TERRITORY AS FURTHER SUBJECT TO SECTIONS 14.1 AND 14.1.I BELOW; OR (III) ANY INDEMNIFICATION OBLIGATION OF A SUBCONTRACTOR; OR (IV) A DATA BREACH CAUSED BY PUNCHH; OR (V) BREACH OF APPLICABLE LAW. EACH PARTY AGREES TO: (I) PROVIDE THE INDEMNITOR WITH PROMPT NOTICE OF ANY CLAIM FOR INDEMNIFICATION UNDER THIS SECTION; (II) GRANT THE INDEMNITOR CONTROL OVER THE DEFENSE OR SETTLEMENT OF ANY SUCH CLAIM (PROVIDED THAT THE INDEMNITOR MAY NOT AGREE TO ANY SETTLEMENT OTHER THAN MONETARY DAMAGES); AND (III)

COOPERATE FULLY WITH THE INDEMNITOR, AT THE REASONABLE EXPENSE OF THE INDEMNITOR, IN THE DEFENSE OR SETTLEMENT OF ANY SUCH CLAIM.

14.1 INFRINGEMENT. Punchh shall indemnify, defend, and hold harmless Customer, its affiliates and franchisees, and each of their respective officers, directors, employees, and agents (together, a "Customer Indemnitee") from and against any actions, liabilities, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) incurred or suffered by a Customer Indemnitee arising out of, related to, or in connection with any Claim by a third-party that the Punchh Platform or any of the Punchh Services and Documentation contemplated under this Agreement infringes or misappropriates such third-party's U.S. or Canadian patent claim, copyright, or trade secret ("Infringement Claim").

14.1.i. If the Punchh Platform or Punchh Services, or Documentation (each, an "Infringing Item") is or may become the subject of a claim under Section 14.1 above, Punchh may, at its option, and at no additional cost to Customer, (i) modify or replace the affected parts so the Infringing Item becomes non-infringing, (ii) obtain a license for Customer's continued use so the Infringing Item is no longer infringing, or (iii) terminate this Agreement and refund Customer for any prepaid and unused recurring fees and pay reasonable transition, implementation, and replacement costs incurred by Customer (prorated to consider the remainder of the Term length). Punchh shall have no obligation with respect to any such Claim to the extent caused by (a) Customer's combination of software or hardware from third-parties not provided by Punchh (or not expressly approved in writing by Punchh) that are not intended for or reasonably contemplated to be used by the Customer or with the Customer's environment or application and that combination results in a Claim, or (b) Customer's use of a prior version of the Punchh Services or Documentation if the Claim would have been avoided had such prior version not been used by Customer, subject to and contingent upon, Punchh providing to Customer at least sixty (60) days prior written notice (of as much advance notice as is feasible given the nature of the Claim) of (1) the potential infringement Claim and (2) an updated, implementation-ready version of the Punchh Services or Documentation, at no additional cost to Customer. Section 14.1 and subsection 14.1.i states the entire liability of Punchh, and Customer's sole and exclusive remedy, for any infringement involving the Punchh Platform, the Punchh Services or the Documentation.

15. LIMITATION OF LIABILITY. SUBJECT TO A CLAIM FOR INFRINGEMENT AS SET FORTH IN SECTION 14.1, EXCEPT FOR DAMAGES AS A RESULT OF EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9 HEREIN, OR DUE TO THE FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF A PARTY (OR THAT CANNOT OTHERWISE BE LIMITED BY APPLICABLE LAW), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) ANY LOST PROFITS OR CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ONE OR BOTH PARTIES KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF PAYMENTS ACTUALLY MADE BY CUSTOMER TO PUNCHH UNDER THIS AGREEMENT DURING THE 18 MONTH PERIOD PRECEDING THE TRANSACTION OR EVENT GIVING RISE TO THE CLAIM.

15.1 MAXIMUM CAP FOR DATA BREACH CLAIMS. FOR FIRST OR THIRD PARTY CLAIMS ARISING OUT OF A DATA BREACH (AS DEFINED IN THE DPA) CAUSED BY PUNCHH, PUNCHH'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT (INCLUDING ALL DIRECT, CONSEQUENTIAL, OR INDIRECT DAMAGES WHATSOEVER) SHALL NOT EXCEED TWENTY MILLION DOLLARS (\$20,000,000).

16. CONSUMER COMMUNICATIONS. FOR INDIVIDUALS PARTICIPATING IN CUSTOMER'S PROMOTIONAL PROGRAMS, CUSTOMER MAY SEND SUCH INDIVIDUALS EMAILS, SMS MESSAGES, PHONE CALLS (WHETHER BY AUTOMATED MEANS OR OTHERWISE), AND OTHER TYPES OF COMMUNICATIONS FOR MARKETING AND OTHER COMMERCIAL PURPOSES (COLLECTIVELY, "CONSUMER COMMUNICATIONS") THROUGH THE PLATFORM OR BY OTHERWISE INSTRUCTING PUNCHH. CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT IT WILL BE

SOLELY RESPONSIBLE AND LIABLE FOR (I) THE CONTENT OF CONSUMER COMMUNICATIONS, INCLUDING ANY CUSTOMER CONTENT THEREIN, AND (II) OBTAINING ALL CONSENTS REQUIRED BY THE TELEPHONE CONSUMER PROTECTION ACT OF 1991 (47 U.S.C. § 227) AND ANY OTHER APPLICABLE LAWS TO SEND, TRANSMIT OR OTHERWISE DISTRIBUTE ANY CONSUMER COMMUNICATIONS TO INDIVIDUALS (COLLECTIVELY, “**CONSUMER COMMUNICATIONS CONTENT AND CONSENTS**”). REGARDLESS OF ANY CURRENT OR PRIOR ASSISTANCE THAT PUNCHH PROVIDED TO CUSTOMER REGARDING CONSUMER COMMUNICATIONS CONTENT AND CONSENTS, INCLUDING ANY ASSISTANCE RELATED TO ANY “OPT-IN” OR “OPT-OUT” CONSENT MECHANISMS, PUNCHH WILL NOT BE RESPONSIBLE OR LIABLE FOR, AND CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS PUNCHH AND ITS RELATED INDEMNITEES FROM AND AGAINST ANY CLAIMS INCURRED OR SUFFERED BY PUNCHH AND ITS RELATED INDEMNITEES IN CONNECTION WITH, CONSUMER COMMUNICATIONS CONTENT AND CONSENTS.

17. **Insurance.** Punchh must obtain and maintain in effect the insurance coverage specified below, at Punchh’s expense. The insurance policies must be placed with an insurance company with an A.M. Best’s rating of A VIII or higher. Punchh will provide proof of insurance satisfactory to Customer within 30 days of execution of this Agreement, and at any time during the term of the Agreement at Customer’s request. The policies may not be cancelled or non-renewed without 30 days prior written notice to Customer. The general liability and umbrella policies must name Customer, its Affiliates, and Franchisees as additional insured parties with the Additional Insured Vendor Endorsement. The amounts and types of insurance below are the minimum required by Customer and Punchh may obtain insurance with greater limits or broader coverage as Punchh considers appropriate based on a comprehensive risk analysis reviewed at least annually or on substantial business change.
- a. **Commercial General Liability.** On an occurrence form containing limits of at least \$5,000,000 per occurrence/\$5,000,000 general aggregate, protecting against property damage, bodily injury and personal injury claims arising from the exposures of premises or ongoing operations, independent contractors, and contractual liability.
 - b. **Business Automobile Liability.** With a combined single limit of \$1,000,000 insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos.
 - c. **Workers’ Compensation and Employer’s Liability.** With limits of not less than \$500,000/\$500,000/\$500,000 and providing statutory benefits imposed by applicable Law such Customer will have no liability to Punchh, its employees or Punchh’s agents, and Punchh will satisfy all Workers’ compensation obligations imposed by Applicable Law.
 - d. **Cyber Liability/Supplier Liability (Errors and Omissions) Insurance.** On a claims-made form with a limit of \$40,000,000 in the aggregate including coverage for losses arising out of failure of security, unauthorized disclosure of private information, failure to protect private information from misappropriation, damage/loss/theft of or to data, degradation and downtime. Punchh agrees to increase its Cyber Liability/Supplier Liability (Errors and Omissions) Insurance during the Term of the Agreement as the number of Participating Locations purchasing the Services increases as follows:
 - a. 3,000 Participating Locations = \$50,000,000 in the aggregate
 - b. 5,000 Participating Locations = \$60,000,000 in the aggregate

18. **GENERAL.**

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18.1 Assignment. Neither party may assign or transfer this Agreement without the other party's express written consent, and any such consent may not be unreasonably withheld, conditioned or delayed. Any attempt to assign or transfer this Agreement without such consent will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

18.2 Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of Delaware, excluding conflict of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the State of Delaware, and the parties hereby irrevocably consent to personal jurisdiction and venue therein.

18.3 Severability. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

18.4 Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

18.5 Order of Precedence. In the event of a conflict between this Agreement and the terms of an Order, this Agreement will control over the subject matter of such conflict.

18.6 Data Security Audit and Reporting. At least once per year, Punchh shall conduct site audits of the information technology and information security controls for all facilities used in providing the Services under this Agreement, including obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on recognized industry best practices. Upon Customer's request, Punchh shall make available to Customer for review all of the following, as applicable: Punchh's latest current attestation of compliance signed by a Payment Card Industry (PCI) Qualified Security Assessor, and Statement on Standards for Attestation Engagements (SSAE) No. 18 SOC 1, Type II and SOC 2, Type II audit reports for Reporting on Controls at any service organization. Customer shall treat such audit reports as Punchh's Confidential Information under this Agreement. Any exceptions noted on the SSAE report or other audit reports will be promptly addressed with the development and implementation of a corrective action plan by Punchh's management. Repeated instances of the same exception(s) noted on any successive report that have a material impact to Customer as a result of the failure of the exception to be remedied from the prior report, will be considered a material breach of this Agreement.

18.7 Compliance Audit. One time per calendar year, at Customer's request, with not less than 10 days' prior written notice to Punchh, Punchh will allow Customer or its designated representatives to enter upon Punchh's premises to audit applicable invoices, books, and records, related to payments made by Customer or Franchisees for the Services under this Agreement, solely to the extent necessary to verify Punchh's compliance with the terms of this Agreement. Punchh will reasonably cooperate with Customer or its designated representatives in connection with such audit. Upon completion of an audit, Customer and Punchh will review the audit report together and work in good faith to agree upon any adjustment of charges, including any reimbursement of overpayment by Customer or Participating Locations, resulting from the audit. Audits will be conducted during Punchh's normal business hours, and Customer will use commercially reasonable efforts to limit the disruption to Punchh's business operations during any audit. Punchh will pay for Customer's reasonable costs and expenses in conducting the audit, in addition to all costs of remediation, if:

- (a) an error or discrepancy in amounts billed to Participating Locations representing greater than a 5% overcharge is discovered;
- (b) [intentionally deleted].

18.8 Notices. All notices required or permitted under this Agreement will be in writing and delivered by confirmed electronic transmission, by courier or overnight delivery services, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth below or to such other address as may be specified by either party to the other in accordance with this Section.

18.9 Force Majeure. Neither Party will be in default for any failure or delay in performing its
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obligations under this Agreement (other than payment obligations) due to causes beyond its reasonable control, including labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, war, terrorism, riot, civil commotion, third party internet service interruptions or slowdowns, vandalism or "hacker" attacks, government demands or acts of God.

18.10 Relationship of Parties. The Parties are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither Party will have the power to bind the other Party or to incur any obligations on its behalf without the other Party's prior consent.

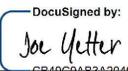
18.11 Entire Agreement. This Agreement, including these Terms and Conditions, Statements of Work and each Order hereunder, constitutes the complete and exclusive understanding and agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement and have rendered it effective as of the MSA Effective Date.

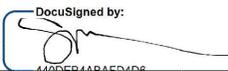
For Punchh:

Punchh Inc.
Delaware corporation
8383 Seneca Turnpike
New Hartford, New York 13413

DocuSigned by:

Signature: _____
Name: Joe Yetter
Title: General Manager - Punchh
Date: 2/17/2024

For Customer:

American Dairy Queen Corp.
Delaware Corporation
8331 Norman Center Drive, Suite 700
Bloomington, MN 55437

DocuSigned by:

Signature: _____
Name: Susie Moschkau
Title: VP of Digital Experience
Date: 2/16/2024

For Customer:

Dairy Queen Canada, Inc.
Canada Federal Corporation
1111 International Blvd., Suite 601
Burlington, ON L7L6W1

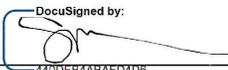
DocuSigned by:

Signature: _____
Name: Susie Moschkau
Title: VP of Digital Experience
Date: 2/16/2024

EXHIBIT A – SERVICE LEVEL AGREEMENTS

1. Definitions

The following capitalized terms shall be given the meaning set forth below. Capitalized terms not defined below will have the meaning ascribed to them in the Terms.

- 1.1 “API Average Response Time” is the average response time in milliseconds during a calendar month for a named collection of API methods chosen by Punchh for monitoring purposes, as measured by third party performance and monitoring services contracted by PAR Punchh at its sole discretion (the “Monitoring Service”). Response time measurements that occur during conditions arising from the Exclusions defined in this Schedule may be excluded from the calculation of an API Average Response Time.
- 1.2 “Emergency Maintenance” means an unplanned and unavoidable period that is necessary for the purposes of maintaining the integrity or operation of the Services and for which there is not enough time to declare Scheduled Maintenance.
- 1.3 “Monthly Unavailable Percentage” is the percentage of time during a calendar month during which the Services are Unavailable as defined in this Service Level Commitment. This is calculated by dividing the sum of the length of time(s), in minutes, during which the Services were deemed Unavailable by the total number of minutes in the month.
- 1.4 “Monthly Uptime Percentage” is calculated by subtracting from 100% the “Monthly Unavailable Percentage”.
- 1.5 “Platform Fees” means the recurring fees paid for access to the Punchh Services, which excludes Professional Services fees and fees for non-recurring services.
- 1.6 “Scheduled Maintenance” means a period used for the purpose of maintaining or improving the Services, occurring within a standard Punchh maintenance window and announced at least 48 hours in advance, or occurring within any period of time approved in advance by Customer.
- 1.7 “Services” has the same meaning as defined in the Terms for Punchh services.
- 1.8 “Service Level” is a contractual performance metric. The Service Levels are defined in Section 3 of this Schedule.
- 1.9 “SLA Violation” means a failure to meet a defined Service Level.
- 1.10 “Unavailable”. The Punchh Services shall be deemed Unavailable if they are not available for use according to third party performance and monitoring services contracted by Punchh at its sole discretion (the “Monitoring Service”) for any continuous period of 3 minutes or more. In no case shall the Services be deemed Unavailable during or due to any condition arising from the Exclusions defined in this Schedule.
- 1.11 “Warrantable Usage Rate” means a metric defining a rate of use of a specific Punchh service or feature, for example campaign messages sent per hour or mobile API requests per second. The Warrantable Usage Rates in this document may be amended at any time by mutual agreement in writing (email acceptable). Unless otherwise agreed, Warrantable Usage Rates are solely used to define usage that constitutes an Exclusion for purposes of calculating SLAs.

2. Exclusions

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Notwithstanding anything to the contrary, no SLA Violation shall be deemed to have occurred with respect to any Unavailability, suspension or termination of the Services that:

- (i) Is caused by factors outside of Punchh’s reasonable control, including, without limitation, any force majeure event or internet access or related problems beyond the demarcation point of Punchh or its direct hosting subcontractor (AWS);
- (ii) Results from any action or inaction on the part of Customer, including any unpaid amounts due and owing to Punchh for the Punchh Services, or any third party (other than Punchh’s subcontractors);
- (iii) Results from Punchh’s suspension, limitation, or termination of Customer’s right to use the Punchh Services in accordance with the Terms;
- (iv) Occurs during Scheduled Maintenance;
- (v) Occurs during Emergency Maintenance;
- (vi) Results from problems or issues related to alpha, beta, preview, test, or otherwise not generally available features;
- (vii) Occurs in a portion or portions of the Punchh Services that Customer did not use or attempt to use at least once during the measurement period;
- (viii) Results from Punchh taking action to protect its systems and data (e.g., from an attack or other security incident); or
- (ix) Occurs while the Customer is exceeding a Warrantable Usage Rate or results from the Customer having exceeded a Warrantable Usage Rate ((i)-(ix) collectively, the “Exclusions”).

3. Service Level Commitment (on a calendar month basis)

SERVICE LEVEL	SERVICE CREDITS
Consumer Facing App (e.g., mobile app) Availability >=98% and <99.5%	5% of the monthly Platform Fees
Availability >=95% and <98%	10% of the monthly Platform Fees
Availability <95%	25% of the monthly Platform Fees
Mobile API Average Response Time >500ms	15% of the monthly Platform Fees
Gift Card API Average Response Time >1000ms	15% of the monthly Platform Fees
Payment API Average Response Time >1000ms	15% of the monthly Platform Fees

4. Warrantable Usage Rates

Metric	Definition
API request rate <= 100 requests/second averaged over a one-	The count of all API Requests in a one-minute (60 second) window divided by 60 to yield average

minute window	requests/second for that window.
API request rate <= 4,000 requests/minute averaged over a one-hour window	The count of all API Requests in a one-hour (60 minute) window divided by 60 to yield the average requests/minute for that window.
Peak API request rate < 200 requests/second	The instantaneous rate of API Requests measured in requests per second.
Campaign messages sent (messages per day) <= 1 million	The total number of messages (email, push, or SMS) sent in a calendar day using Pacific Standard Time for day start and end times.

5. Service and Support Process and Expectations

Punchh has two types of Support for PAR Punchh Services. These are **DevOps** and **Technical Support**.

A. DevOps: DevOps' main purpose is to ensure overall Services are available and accessible.

DevOps is responsible for 24/7 Services Monitoring, Maintenance and Triage. DevOps interacts with Customer via an accessible Status page, only when a Service Outage is experienced. It is Customer's responsibility to subscribe to Status page and subsequent notices. The default location for this page is <http://status.punchh.com>, although this may vary by Customer.

B. Technical Support: Technical Support provides a communication path for Customer to submit Problems and/or Questions, and to have a dialog around resolution of said Problems and/or Questions. Support is only available during Support Hours, unless expressly outlined below. A Problem means there is an actual problem with the functionality of the platform OR configuration issue caused by Punchh. A Question means there is a question asked, or there is a configuration issue caused by Customer (or Customer's approved 3rd party).

Submitting a Ticket. Although there are multiple means of submitting a Ticket to Technical Support, only one process allows Customer to designate any level or Priority/Severity. Submissions outside the approved means listed will result in lower Priority, equating to slower Response Times. Response Times are defined as the written or verbal response from Punchh that is NOT an automated reply to a ticket submission. The approved submission method is via the Support Portal at <https://support.punchh.com>. Technical Support will meet Service Level for a Customer's Contracted Technical Support Service Level Tier as may be attached hereto in a separate table.

Technical Support will meet Service Level for a Customer's Contracted Tier.

Punchh Support Service Levels – Enterprise Tier				
Priority Level	Description	Time to Engage	Time to Repair	Success Target
Urgent Severity 1	Live Environment Only Non-Development Issues Problems Only (Not Questions) Catastrophic failure of the Services or renders the Services inoperable by Customer such that little to no business can be conducted.	2 Business Hours	24 Business Hours	95%
High Severity 2	Live Environment Only Non-Development Issues Problems or Questions Severe degradation of Services or loss of some functionality having an impact on Customer business, but where all or most Guests can still use the Private Label App.	4 Business Hours	3 Business Days	95%
Normal Severity 3	Problem or Question Certain elements of usability functionality are impacted but most operations of the Services function normally.	6 Business Hours	5 Business Days	95%
Low Severity 4	Feature Request Problem or Question Little to No impact on Customer's ability to use Services. Specific Guest Questions.	48 Business Hours	10 Business Days	Not Measured
Definitions Business Hours (North America, South America) – 8am-8pm Central Standard Time, Monday-Friday Business Hours (EMEA, APAC) – 10am-7pm Indian Standard Time, Monday-Friday Problem – There is an actual problem with the functionality of the platform, OR configuration issue caused by Punchh Question – There is a question asked, or there is an configuration issue caused by Customer (or Customer approved 3 rd Party) Time to Engage – Written or Verbal response from Punchh, that is NOT an automated reply to Ticket Submission Time to Repair (Urgent & High) – A Fix, a Valid Permanent or Temporary Work-around. Time to Repair (Normal & Low) – A Fix, Workaround, or Final Statement confirming future consideration of Ticket as a Low Priority Item				

EXHIBIT B
DATA PROCESSING ADDENDUM

That Data Processing Addendum (“DPA”) effectively dated September 23, 2023 referring to Punchh’s services and obligations shall apply to the terms of this Agreement and is incorporated into the Agreement. Unless otherwise defined in this DPA, interpretations and defined terms set forth in the Agreement apply to the interpretation of this DPA. To the extent any terms of the Agreement conflict with this DPA, the terms of this DPA will control.

**EXHIBIT C
PARTICIPATION AGREEMENT**

This Participation Agreement (this "Participation Agreement") is made effective as of the signature date of the Participating Location (as defined herein) below (the "Participation Agreement Effective Date") and is entered into by and between the undersigned franchisee entity (each, a "Participating Location") and Punchh Inc., with an address of 8383 Seneca Turnpike New Hartford, New York 13413 or Punchh (Canada) Inc. (collectively, "Punchh"); Punchh and Participating Location are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS

- A. American Dairy Queen Corp. and Dairy Queen Canada, Inc. (collectively, "Customer") and Punchh entered into a certain Master Services Agreement with an effective date of _____, as may be amended from time to time (the "Agreement").
- B. The Agreement contemplates the provision of certain products and services by Punchh to Participating Locations, including the execution of this Participation Agreement and the payment of applicable fees by Participating Locations that are not participating in the Dairy Queen® National Marketing Fund, in order to receive Punchh products and services for use of the Dairy Queen® loyalty program.
- C. The purpose of this Participation Agreement is to create a direct relationship between Punchh and Participating Locations to establish contractual privity and allow for direct billing, as applicable.

NOW THEREFORE, in consideration of the promises contained in this Participation Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Participating Location and Punchh agree as follows:

1. Incorporation of the Agreement. This Participation Agreement is entered into under the provisions of the Agreement, and except as provided in this Participation Agreement or as specified in the Agreement, all of the terms and conditions of the Agreement, as may be amended in a writing signed by Punchh and Customer (for clarity, Participating Locations are not permitted to request or make amendments to the Agreement) and as specifically referenced in Section 4 below, are incorporated into this Participation Agreement by this reference, as if fully set forth herein. Except as specifically set forth hereunder, Participating Location hereby agrees to be bound by terms and conditions (including obligations of "Customer" therein) of the Agreement, as if Participating Location was a signatory to the Agreement (and as such Punchh shall have all rights against the undersigned as if the undersigned was Customer pursuant to the Agreement). For clarification, while Participating Location agrees to be bound by terms and conditions of the Agreement, a Participating Location is not equivalent to Customer and Customer retains all rights accruing to it in the Agreement, including any ownership rights in Section 7 (Ownership) and Section 8 (Data). In the event of any inconsistency between the terms of this Participation Agreement and the Agreement, the Agreement shall control as to the subject matter of this Participation Agreement. Capitalized terms used in this Participation Agreement, to the extent not otherwise defined in this Participation Agreement, shall have the meanings ascribed in the Agreement.
2. Term. The term of this Participation Agreement will commence on the Participation Agreement Effective Date and will continue thereafter until the expiration or termination of the Agreement

between Punchh and Customer, unless this Participation Agreement is terminated earlier in accordance with the terms of the Agreement itself or pursuant to the termination provisions of the Agreement that are incorporated into this Participation Agreement by reference.

3. Fees for the Participating Locations.
 - a. For Participating Locations that DO participate in the National Marketing Fund. You will not be direct billed, as Customer will be collecting your respective payment and providing it to Punchh directly and any billing obligations of Customer will not apply to your Participating Locations.
 - b. For Participating Locations that DO NOT participate in the National Marketing Fund. You are required to complete the ACH Authorization Form and Customer Information Form attached as Schedule A to this Participation Agreement. To clarify, the customer referenced on the ACH Authorization Form and the Customer Information Form is the Participating Location, not "Customer" under the Agreement. The amount of the ACH direct debit to Punchh by the Participating Location shall depend upon the Participating Location's election of which loyalty product was selected by Participating Location in the onboarding process, payable per month for the applicable Loyalty Platform Fees, *plus* taxes, and pass-through third-party expenses required to utilize the platform (e.g., SendGrid and Twilio) which will be billed separately per the terms of the Order. Section 6.2 of the Agreement regarding the ability of Punchh to suspend Services in the event your account is 60 days or more overdue following notice shall apply to this Participation Agreement.
4. Applicable Agreement Provisions.
 - a. This Participation Agreement shall include the following sections from the Agreement to bind Participating Location as if they were the Customer: Section 1 (Definitions), Section 2 (Services), Section 4 (Platform), Section 6 Fees and Payment), Section 9 (Confidentiality), Section 11 (Representations and Warranties), Section 12 (Disclaimer), Section 14 (Indemnification), Section 15 (Limitation of Liability), Section 16 (Consumer Communications), and Section 18 (General).
 - b. Any other Section that is only applicable to or exercisable by Customer due to Customer's rights as the franchisor and to the nature of the franchise relationship shall be further excluded from this Participation Agreement.
 - c. Participating Location agrees to complete and provide, on an ongoing basis within three (3) business days of any change in information, the ACH form provided by Punchh.
5. Governing Law. This Participation Agreement will be governed by and construed in accordance with the laws of Delaware, excluding conflict of law principles. Any legal action or proceeding arising under this Participation Agreement will be brought exclusively in the federal or state courts located in the State of Delaware, and the parties hereby irrevocably consent to personal jurisdiction and venue therein.
6. Notices. All notices required or permitted under this Participation Agreement will be in writing and delivered by confirmed electronic transmission, by courier or overnight delivery services, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth in this Participation Agreement or to such other address as may be specified by either party to the other in accordance with this Section. Notices to Punchh shall include a copy to legal@partech.com.
7. Counterparts. This Participation Agreement may be executed in one or more counterparts, all of

which taken together shall constitute one single agreement between the Parties hereto. If any signature is delivered by e-mail delivery of a “.pdf” format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” signature page was an original thereof.

8. Miscellaneous. The Parties agree that the Participating Location is individually entering into this Participation Agreement solely on its own behalf and therefore, neither American Dairy Queen Corp., Dairy Queen Canada, Inc. or any other affiliate of American Dairy Queen Corp. or Dairy Queen Canada, Inc. shall be liable to Punchh for any payments due and owing by the Participating Location for products or services provided by Punchh under this Participation Agreement (except as may be specifically agreed in a writing signed by Punchh and Customer) or for any other obligations of the Participating Location under this Participation Agreement.

Franchisee Legal Entity Name: _____

Franchisee Mailing Address: _____

Store Number(s): _____

ACCEPTED AND AGREED:

Signed:

Name:

Title:

Date:

Sample Check (United States)

Jane Doe
1234 Main St, Apt 101
Lemona, KS 66215

1001

PAY TO THE ORDER OF

Your Bank
Address of Your Bank
Lemona, KS 66215

1001

⑆ 23456789⑆ ⑆ 234567⑆ 1001

Bank Routing Number Bank Account Number Check #

Sample Check (Canada)

YOUR NAME

DATE 20
Y Y Y M M D D

PAY TO THE ORDER OF \$

BANQUE DE MONTREAL
3333 DUFAYELBOULEVARD
BOSSUANO, QC J7H 1E3

100 DOLLARS

⑆ 001⑆ ⑆ 27601001⑆ ⑆ 234567⑆

Transit # Bank code Account #

Customer certifies that all information set forth above is true and correct. Customer agrees to give PAR not less than ten (10) days advance written notice of any termination or change in this Authorization, which shall remain in full force and effect until PAR has received such written notification from Customer.

Customer may revoke this Authorization by giving written notice to PAR or Customer's bank. If Customer revokes this Authorization without making other payment arrangements or by providing an alternate Authorization to PAR for the Product(s)/Services provided under the Agreement and Customer's payment 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 (or such other times as agreed upon by Customer and PAR under the Agreement) after written notice from PAR to Customer, in addition to any of its other rights or remedies under the Agreement, in the case of Services, PAR reserves the right to suspend the Services provided to Customer, without liability to Customer, until such amounts are paid in full.

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE FINANCIAL ACCOMMODATIONS AND PERIODIC PAYMENTS UNDER THE AGREEMENT HAVE BEEN AGREED TO BY PAR UPON THE CONDITION THAT PAR WILL BE ABLE TO REALIZE COST SAVINGS BY ADMINISTERING THE AGREEMENT USING ACH DEBIT AS AUTHORIZED HEREIN. IF, FOR ANY REASON, THIS AUTHORIZATION IS TERMINATED OR SUSPENDED OR PAR IS UNABLE TO ADMINISTER THE AGREEMENT BY ACH DEBIT ENTRIES AS AUTHORIZED HEREIN, CUSTOMER AGREES THAT THE PERIODIC PAYMENTS UNDER THE AGREEMENT MAY BE INCREASED BY TWO PERCENT (2%) UNTIL PAR'S ABILITY TO ADMINISTER THE AGREEMENT BY ACH DEBIT AS AUTHORIZED HEREIN HAS BEEN RESTORED TO THE REASONABLE SATISFACTION OF PAR.

THE PERSON SIGNING BELOW AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, PARTNER OR PROPRIETOR OF THE CUSTOMER LISTED ABOVE.

CUSTOMER: _____

Signature: _____

Name: _____

Required for customers ordering products or services from ParTech, Inc. and its subsidiaries

Company Information		
Legal Business / Entity Name:		Federal Tax ID (EIN):
Billing Address:		
City:	State:	Zip Code:
Business Established:	Total Annual Revenue:	Ownership Structure:
Primary Contact Name:	Email Address:	# of Stores Owned:
Phone Number	Mobile Number	Fax Number
Accounts Payable/Remit to Name	Accounts Payable/Remit Email	Accounts Payable/Phone

Company Ownership Information		
Name Owner #1:	Title:	% Owned:
Name Owner #2:	Title:	% Owned:
Name Owner #3:	Title:	% Owned:

If more than 3 owners, please list on separate page.

AUTHORIZATION & ACKNOWLEDGEMENT

By signing below, I, on behalf of the company listed above, certify that (a) the information contained in this form is complete and accurate; (b) I represent a company who is a business seeking to receive products and services for business purposes only, and (c) I am a principal of the company and duly authorized to execute and submit this form. I authorize ParTech, Inc. (its subsidiaries or affiliates) ("PAR") or an agent acting on its behalf to run a credit check and/or request credit and other reports on the company named above and/or verify references supplied herein. Submission of this form does not entitle company to any products or services and does not create any binding obligations on PAR. Company understands and agrees that PAR shall be under no obligation to provide any products and services until an agreement has been executed by both company and PAR and that the payment terms approved by PAR may be different than those requested by company.



SIGNATURE:

TITLE:

PRINT NAME: _____ DATE: _____

Attn: Accounting Department

8383 Seneca Turnpike New Hartford, NY 13413
Phone: (800) 448-6505 • Fax: (315) 738-0343 REV 04/20/22



STATEMENT OF WORK

This Statement of Work ("SOW") is entered into by and between Punchh Inc., a Delaware corporation, with its principal place of business at 8383 Seneca Turnpike, New Hartford, NY, USA ("Punchh"), and the customer ("Customer") listed below as of the date of the last signature below (the "SOW Effective Date"). This SOW is included by reference and incorporated into the Order of the same date and is governed by the terms and conditions of the Master Services Agreement between Punchh and Customer.

Parties to this SOW:

Customer:	Punchh:
American Dairy Queen Corp. Dairy Queen Canada, Inc.	Punchh Inc.
8331 Norman Center Drive, Suite 700	8383 Seneca Turnpike
Bloomington, MN 55437	New Hartford, NY 13413
USA	USA

SUMMARY OF FEATURES

Punchh confirms that the delivery of the following services and/or features will be provided in accordance with the Statement of Work ("SOW"). Details about these features are outlined in the designated sections below.

Section I: Summary of Features:

Punchh confirms the delivery of the following features will be provided in accordance with most recent Order agreed to by the parties.

ESSENTIALS LOYALTY

ESSENTIALS LOYALTY	Program Management (Membership Tiers, Rewards, Expiry Logic, Reporting)
	Full Segmentation
	Offer Management (Redeemables)
	Feedback (Reviews & Ratings)
	Referral Marketing
	Program and Audience Analytics
	Loyalty Fraud Prevention

ESSENTIALS CAMPAIGNS	
ESSENTIALS CAMPAIGNS	Rich Content Editor & Templatization
	Segmentation (Profile, Redemption)
	Email Marketing
	Campaign Analytics
	Offers Management (Coupons & Promos)

CORE PLATFORM	
CORE PLATFORM	Customer 360° CRM
	Dashboard Analytics
	Personalization (Merge Tags)
	Data Exports

1. MANAGED SERVICES

SCOPE OF SERVICES – Managed Services

Customer will receive ongoing execution services from a Punchh Managed Services Specialist (“MS”). The MS will execute on marketing activities and other actions as needed related to loyalty programs within the Punchh online platform (“Punchh Dashboard”) on behalf of Customer.

PLATINUM MANAGED SERVICES
U.S. AND CANADA
Weekly Deals (up to 25 campaigns/week)
10 campaigns a month (for non-Weekly Deals)
30 MS activities per month
Weekly Campaign Execution Meeting (combined Canada/U.S. meeting)

Description of Services

Punchh Dashboard Activities

- Punchh will, on behalf of the Customer, execute on Punchh Dashboard actions and activities as defined herein.
- Copy, creative, redeemable details, segment details or custom segment lists, and scheduling (together, the "Campaign Brief") are to be provided in entirety and finality by the Customer to Punchh within the agreed timeframe.
- Creative edits assistance and custom email templates are limited to Punchh standard functionality within the Email Editor. HTML edits are limited to non-code impacting changes. Revisions on creative edit changes (excluding errors by Punchh) are limited to 3 rounds of revisions no sooner than 2 business days prior to the campaign go-live.
- Managed Services are limited to actions or activities then-available in the Punchh Dashboard and the standard functionality therein. Any requests pertaining to actions or activities outside of the Punchh Dashboard including, but not limited to, new creative services, data analyzing, copywriting, marketing strategy or marketing coordination (meaning, for purposes of this SOW, management of or adherence to Customer's marketing calendar pursuant to Punchh's defined process) requested outside of the provided marketing brief, are expressly excluded from this SOW and may only be added upon a separate SOW signed by both parties.

Campaign Execution Meeting

- Weekly campaign execution meetings will be scheduled at a mutually agreed time between the Customer and the MS.

- Managed Services attendance at the Campaign Execution Meeting will consist of any team member assigned to a Customer's campaign.

Other

- Punchh may provide data exports within the Punchh Dashboard.

SERVICE LEVEL AGREEMENT FOR MANAGED SERVICES:

- a. Managed Services will be available to Customer during normal operating business hours; not including U.S. Federal Holidays.
- b. Punchh will confirm receipt of any request within one (1) business day of ticket submission (see below table for Response Times).
- c. Project Plans (prepared separately in writing) require a minimum four (4) business days for Punchh completion/execution by Punchh, excluding Customer Review Period.
- d. An additional two (2) business days for response will be added for any activities where a 3rd party tool must be utilized to complete the requested Punchh Dashboard Activity (this includes, but is not limited to, Sendgrid/Twilio and Typeform)
- e. Punchh will verify proper operation of the campaign prior to submitting to Customer for Customer review.
- f. A "Customer Review Period" is defined as the designated time period for Customer to review, test and provide approval of the proposed Managed Services prior to project execution. The length of time for the Customer Review Period will be mutually agreed upon by the parties.
- g. Punchh will accept one (1) change to the Project Plan at least two (2) business days prior to the expected project execution date, excluding during the Customer Review Period.
- h. Punchh will not accept any changes to a Project Plan within two (2) business days of expected project execution date, excluding during the Customer Review Period.
- i. Once Customer completes the Customer review during the Customer Review Period and provides its approval, Punchh will execute the campaign pursuant to the Project Plan.
- j. If Punchh commits Negligent Misconfigurations across a campaign, Customer is entitled up to a maximum of three (3) credits per month, each credit in the amount of a 15% fee reduction applied to the next month's fees (if the subscription has expired, the subscription will be extended). A "Negligent Misconfiguration" is defined as when Punchh Managed Services incorrectly configures a campaign that was submitted correctly from the outlined process listed in Section 3

ADDITIONAL CONSIDERATIONS

- This SOW is accompanied by one or more Orders and is subject to the terms therein.
- Any actions or activities requested by Customer not defined in this SOW are considered out of scope and shall be subject to additional fees, as applicable, and will be set forth in a separate SOW. The parties may amend this SOW at any time in a mutual writing signed by both parties.
- Any actions or activities defined in the Project Plan that are not performed or used within the period defined herein will not "roll over" into subsequent periods.

2. DATA PIPELINE

A. Customer's project for Data Pipeline will include following deliverables:

Deliverable ID	Description
D-01	<p>Data Pipeline The Punchh Data Pipeline option delivers an ongoing feed of data from the Punchh system to a landing location in the Customer's preferred cloud account: <u>(MUST SELECT ONE)</u> <input type="checkbox"/> AWS (S3) <input checked="" type="checkbox"/> Azure (Azure Data Lake Storage) <input type="checkbox"/> GCP (Google Cloud Storage)</p> <p>The standard offering for the Data Pipeline includes data from approximately 46 tables in the Punchh database, including guest profile, check-ins, redemptions, reward data, and campaign participation. Example tables can be found in the "Data Objects and Volume" section below. Customer may request the configuration of additional tables to the pipeline in writing at any time. The data is delivered to the Customer's object store (either to S3, ADLS or Google Cloud Storage from the above selection) (the "Destination Location") in the form of Parquet/ JSON files, with each file including data from one Punchh table for an interval of time, as selected by Customer in the range set forth in the associated Order.</p> <p>Each file includes insert, update and delete events from the associated Punchh table for that interval of time.</p>
D-02	<p>Data Pipeline Schema Punchh shall publish information describing the contents of the Data Pipeline - its schema in the knowledge base, also known as the documentation platform. The schema may change from time to time as the Punchh system grows and evolves. Schema change details will be communicated one week ahead of time and published in the knowledge base; however, certain types of changes (e.g., emergency production changes) may not allow for one week's notice.</p>
D-03	<p>Data Pipeline Technical Consulting and Schema Training Technical consulting will be available to Customer to assist with onboarding questions in the first two (2) weeks of implementation, however, any additional consulting requests shall be purchased at the rates set forth in a separate work order.</p>

D-04	Data Pipeline Support Data Pipeline support will fall under current support SLAs as noted in this SOW below.
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B. The deliverables listed above and their timely completion depend on the following considerations:

Requirement ID	Description
R-01	Customer shall self-configure the data pipeline
R-02	Customer shall make available an Amazon Web Services S3 bucket/ Azure ADLS container SAS token/ Google storage bucket, or other cloud account location authorized by Punchh, configured with permissions allowing Punchh to write files to the destination.
R-03	Parties shall agree upon a pre-defined delivery cadence/ frequency

SERVICE LEVELS

Initial Load Time

When a Data Pipeline is configured to push data for a given database table to the Customer, the first task is to push all historical data through the Data Pipeline to “catch up” to the current time - the “Initial Load.” This process may take several days for very large tables, and the speed varies depending on the performance of the Customer’s Destination Location. Punchh endeavors to complete the Initial Load as quickly as possible, but cannot offer an Initial Load time SLA. Punchh will continue to attempt to complete the Initial Load in the event of unanticipated failures (e.g., no fault of Customer).

Re-loading of Historical Data

It may become necessary or expedient to Re-load a table, for example, if Customer decides to move from one data platform to another. If Re-load is necessary, a secondary SOW outlining the scope and effort may be necessary to address the difference with this SOW. “Re-loading” consists of performing the Initial Load process again.

By necessity, tables undergoing their Initial Load or Re-load are excluded from the below calculations, as described in the Exclusions (defined below).

For purposes of this SOW, the following are defined as “Exclusions”:

- (i) Is caused by factors outside of Punchh’s reasonable control, including, without limitation, any force majeure event or internet access or related

problems beyond the demarcation point of Punchh or its direct hosting subcontractor AWS; or

(ii) Results from any action or inaction on the part of Customer or any third party (other than Punchh’s subcontractors); or

(iii) Results from Punchh’s suspension, limitation, or termination of Customer’s right to use the Punchh Services in accordance with the Agreement; or

(iv) Occurs during Scheduled Downtime (as defined in the Agreement); or

(v) Occurs during emergency downtime; or

(vi) Results from problems or issues related to alpha, beta, preview, test, or otherwise not generally available features; or

(vii) Occurs in a portion or portions of the Punchh system that Customer did not use or attempt to use at least once during the measurement period; or

(viii) Results from Punchh taking action to protect its systems and data from an attack or other security incident; or

(ix) Occurs during any period for which Customer has not paid all amounts due under any active Order by the corresponding due date.

Service Level Agreement (SLA) for Synchronization Latency

After a given table has completed its Initial Load or a Re-load, it begins “Ongoing Synchronization.” In this mode, Punchh periodically delivers to Customer’s Destination Location those database rows that have changed since the last delivery. Deliveries happen in near real time or at Customer’s chosen intervals as described above. The time required to propagate a data change from its source to Customer’s Destination Location also varies depending on the size of the database table, with large tables having higher Synchronization Latency than smaller ones. The time between when an event happens in the Punchh system and when that event is delivered to Customer’s Destination Location is the Synchronization Latency metric.

If the Synchronization Latency for a given data table exceeds the SLA below then, barring Exclusions, Punchh considers that to be a “Production Incident.” Punchh will treat a Data Pipeline SLA violation as a Production Incident with an impact rating no lower than 2 and an urgency rating no lower than 2 (as set forth in the applicable SLA in the Agreement).

Pipeline Frequency	Synchronization Latency SLA
Near real time	≤ 12 hours
Every 6 hours	≤ 18 hours
Daily	≤ 36 hours

Weekly	≤ 48 hours
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NOTE: The Punchh Data Pipeline delivers various sets of data, each with its own lifecycle. If there are no events that occurred during the most recent load, no data files are generated. The Service Level Agreement (SLA) is defined at the Data Pipeline level. The SLA can be determined by finding the time difference between the maximum “delivery” timestamp and the maximum “updated_at” timestamp across all tables.

Data Objects and Volume

The standard offering of Data Pipeline includes the following tables.

Tables included in the standard offering		
accounts	feedbacks	rewards
app_downloads	free_punchh_campaigns	subscription_discounts
bulk_guest_upload_connections	gift_cards	subscription_discounts
business_admin_location_groups	line_item_products	taggings
business_admin_locations	line_item_selectors	tags
business_migration_users	locations	tips
businesses	mass_giftings	user_cards
campaign_statistics	qualification_criteria	user_coupon_redemptions
campaigns	receipt_details	user_favourite_locations
card_designs	receipt_stats	user_incinerates
checkin_allocations	redeemables	user_subscriptions
checkin_failures	redemption_codes	users
checkins	redemptions	
conversion_rules	referrals	
coupons	reward_archives	
feedback_categories	reward_credits	
feedback_replies	reward_debits	

Additional tables may be requested by Customer in writing at any time, and may incur an additional fee (e.g. data not readily available or custom tables). A dedicated Punchh team member will be able to help with the provisioning and will be subject to data availability and Punchh capabilities.

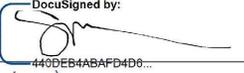
Volume

Data transfer volumes will vary depending on number of locations, number of transactions and guest count and the price listed in the Order Form will reflect

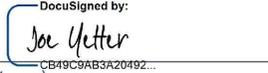
anticipated volume. This SOW will allow the transfer of up to one billion rows of data (excluding historical load) stored on the Punchh platform in the initial year from signature for new customers. Any overages in the initial year will serve as a baseline for renewal pricing in the subsequent year. Pricing will be set forth in the associated Order Form.

Punchh Inc. ("Punchh") and the customer named above ("Customer"), collectively referred to as the "Parties" have caused this SOW, executed by their duly authorized representatives, to be effective as of the later of the two signature dates below ("SOW Effective Date"). This SOW is entered into under the terms and conditions of and forms a part of the most recent Punchh Master Services Agreement and Order entered into by the Parties.

AGREED AND ACCEPTED BY

Customer
By:  (signature)
DocuSigned by:
440DEB4ABAFD4D6...

Printed Name: Susie Moschkau
Title: VP of Digital Experience
Date: 2/16/2024

Punchh Inc.
By:  (signature)
DocuSigned by:
CB49C9AB3A20492...

Printed Name: Joe Yetter
Title: General Manager - Punchh
Date: 2/17/2024



Address: 8383 Seneca Turnpike, New Hartford, NY 13413, United States

☎: (315) 738-0600

ORDER

CUSTOMER INFORMATION			
<i>Customer Name:</i>	American Dairy Queen Corp. Dairy Queen Canada, Inc.	<i>Customer Contact:</i>	
<i>Address:</i>	8331 Norman Center Dr. Suite #700 Bloomington, MN 55437		
<i>Phone:</i>		<i>Email:</i>	
<i>Billing contact (if different):</i>			
ORDER DETAILS			
<i>Order Term:</i>	36 months	<i>Offer Expiration Date:</i>	N/A
<i>Billing Terms:</i>	X Monthly <input type="checkbox"/> Annually <input type="checkbox"/> Quarterly, all net 30		

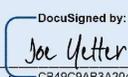
FEES*			
PLATFORM FEES			
<i>Products</i>	<i>List Price Per Location / Month</i>	<i>Number of Locations</i>	<i>Minimum System-Wide Recurring Fee / Month</i>
Loyalty – Treat & Food locations (US and Canada)	\$40.50	Minimum 2500	\$101,250
Loyalty – Treat only locations (US and Canada)	\$35.25	Minimum 475	\$16,743.75
Coupons & Promos (US non-integrated locations only)	\$14.30	No Minimum	[varies]
Monthly Platform Fees			\$117,993.75
IMPLEMENTATION & PROFESSIONAL FEES			
	<i>Price Per Location/Month</i>	<i>Number of Locations</i>	<i>Recurring Fee/Month</i>
Enterprise Package (US and Canada)			
Managed Services – US (flat fee)	[not per Location]	N/A	\$10,800
Managed Services – Canada (flat fee)	[not per Location]	N/A	\$10,800
Data Pipeline ongoing- daily data pull	[not per Location]	N/A	\$2,280
Total Monthly Professional Fees			\$23,880
OTHER FEES			
			<i>One-time Fee</i>

Data Pipeline Set-Up	[\$7,000] waived
Set-up Fees Total	\$0

***Not Included:** Third Party Fees (See Attachment 1)

Punchh Inc. (“**Punchh**”) and the customer(s) named above (“**Customer**”), collectively referred to as the “**Parties**” have caused this Order, executed by their duly authorized representatives, to be effective as of the later of the two signature dates below (“**Order Effective Date**”). This Order, including the Order Conditions on the following pages, is entered into under the terms and conditions of, and forms a part of, that Master Services Agreement entered into by the Parties as of _____ (the “**Agreement**”). Except as specifically set forth in the Agreement, this Order may not be terminated for convenience.

AGREED AND ACCEPTED BY

<p>American Dairy Queen Corp. <small>DocuSigned by:</small>  By: _____ (signature) 440DEB4ABAFD4D8...</p> <p>Printed Name: Susie Moschkau</p> <p>Title: VP of Digital Experience</p> <p>Date: 2/16/2024</p>	<p>Punchh Inc. <small>DocuSigned by:</small>  By: _____ (signature) CB49C9AB3A20492...</p> <p>Printed Name: Joe Yetter</p> <p>Title: General Manager - Punchh</p> <p>Date: 2/17/2024</p>
<p>Dairy Queen Canada, Inc. <small>DocuSigned by:</small>  By: _____ (signature) 440DEB4ABAFD4D8...</p> <p>Printed Name: Susie Moschkau</p> <p>Title: VP of Digital Experience</p> <p>Date: 2/16/2024</p>	

ORDER CONDITIONS

Scoping and timelines for delivery of the Punchh Products and Services included in the above Order are outlined in a separate Statement of Work. Any products or services not specifically listed in this Order may be added under a separate Order (or an Add-On Order) and signed by both Parties.

Billing and Invoicing

- Except as specifically set forth in the Agreement regarding Non-National Marketing Fund Locations ("**Non-NMF Locations**"), Customer agrees to be invoiced for all Fees specified in this Order on an aggregate, system-wide basis (not per-store or per-franchise).
- All Fees are payable in US dollars.
- All Fees are non-refundable once paid, including for any Location(s) that may close or otherwise be deactivated in the Customer dashboard during a billing cycle. Any changes in ownership of a particular Location will be managed by contacting Punchh and completing a Transfer and Assumption Agreement, including payment of any applicable administrative fee.

PLATFORM FEES:

Customer (and the Non-NMF Locations) will be invoiced for the listed Monthly Platform Fees specified in this Order (the "**Platform Fees**") upon the Order Effective Date (the "**Activation Date**"). Platform Fees are recurring, due and payable in advance in the frequency indicated above under Billing Terms.

Platform Fees are to be based on the greater of: (a) the total number of Locations specified in this Order, or (b) the total number of Locations provisioned, meaning listed on the Customer dashboard, on Punchh's Platform at any given time during the applicably billing cycle (the "**Participating Locations**"). Platform Fees for Locations that are added mid-billing cycle will either, in Punchh's sole discretion: (i) result in Punchh issuing an additional mid-cycle invoice for the added Location(s); or (ii) be added (on a prorated basis) to the next billing cycle and paid in arrears. **Participating Locations** that use Coupons and Promos (US non-integrated locations only) would be considered active and billable if they have had 10 or more loyalty check-in a given month.

IMPLEMENTATION AND PROFESSIONAL FEES:

The Total Monthly Professional Fees (the "**Professional Services Fees**") specified in this Order are due and payable as specified under Billing Terms after the Order Effective Date as reflected in the applicable invoice(s).

OTHER FEES (AND EXPENSES):

If specific modules are being purchased under this Order, Customer will be invoiced for product modules as soon as delivered or made available to Customer, and Customer agrees to pay in accordance with the invoice terms.

Any Third-Party Fees pertaining to the Services (e.g., Sendgrid and Twilio, see Attachment 1), if any, shall be passed on by Punchh to Customer and invoiced separately from this Order.

Term and Renewal

The initial term of this Order is specified above under Order Term (the "**Initial Term**") and begins upon the Activation Date. Thereafter, and unless otherwise terminated earlier pursuant to the Agreement, the Order Term will automatically renew for twelve (12) month renewal periods following the Initial Term (each a "**Renewal Period**"), unless one Party notifies the other in writing of its intention not to renew at least ninety (90) days prior to the end of the then-current Renewal Period. Unless otherwise agreed upon in writing between the Parties, for the initial Renewal Period following the Initial Term all listed fees in the Order shall increase by the greater of 6% or the applicable annual percentage increase in the Consumer Price Index ("**CPI**") over the prior 36 month period (the "**Automatic Increase**") (with the CPI amount derived from the all-Urban Consumers All Cities Average, For All Items (1982- 1984=100) published by the Bureau of Labor Statistics, United States Department of Labor web site: <https://www.bls.gov/news.release/cpi.nr0.htm>); and thereafter fees shall be at Punchh's list price for each Renewal Period.

AWS Private Instance

Customer acknowledges that by requesting a private instance, it would be subject to additional Fees.

ATTACHMENT 1

THIRD PARTY FEES

Email Delivery		
Item	Description	Fee
Mandatory IP Server Fee	<i>Payment for dedicated Internet Protocol servers which send emails.</i>	\$60 per month for 2 IP's, system-wide (scale up # of IP's based on email volume)
Onboarding Fee for Accounts with More than 200,000 Users	<i>Initial setup and IP warm-up for customers with 200K+ users.</i>	\$5,000 one-time
Volume-based Delivery Fees	<u>Email Volume (Emails Sent)</u>	<u>System Monthly Fee</u>
	0-100K per month	\$79.95 per month
	100K-300K per month	\$199.95 per month
	300K-700K per month	\$399.95 per month
	700K-1.5M per month	\$699.95 per month
	Additional 500K per month	\$200.00 per month

SMS Delivery (If Applicable)		
Item	Description	Fee
Subscription Fee	<i>Recurring pass-through charges for SMS application period and ongoing usage.</i>	Short Code (Vanity): \$1,500 per month Short Code (Random): \$1,000 per month
One-Time Setup Fee	<i>Punchh and third-party combined one-time setup fee for SMS phone number approval and setup.</i>	Greater than 200 Locations: \$10,000 one-time fee Less than 200 Locations: \$5,000 one-time fee
Volume-based Delivery Fees	<u>Volume</u>	<u>Cost per Message</u>
	First 500k Messages	\$ 0.0100
	Next 4.5 Million Messages	\$ 0.0075
	Next 20 Million Messages	\$ 0.0050
	Next 75 Million Messages	\$ 0.0030
	Next 100 Million Messages	\$ 0.0020
Carrier Fees		<u>Carrier Fees For Messages</u> \$0.0035 per message

Other Fees (If Applicable)	
AWS Private Instance	Based on usage and applicable only if selected.

FOOTNOTES

Subject to change based on service provider pricing changes. Additional on-going or one-time fees may apply. SMS Carrier application fees may be assessed upon short code application submission and are passed directly to Customer. Fees for messages received are extra. Cellular Carrier Messaging Rates are not included. Message rollover not available.

Certificate Of Completion

Envelope Id: 1F08E8A3CA52429A83FC34AFFFA0D2DA Status: Completed
 Subject: Complete with DocuSign: Punchh IDQ MSA + SOW + ORDER FORM_FINAL_For Sig_021624.pdf
 Source Envelope:
 Document Pages: 38 Signatures: 8 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Holly Gaetano
 AutoNav: Enabled 8383 Seneca-Turnpike Rd
 Envelope Stamping: Enabled New Hartford, NY 13413
 Time Zone: (UTC-05:00) Eastern Time (US & Canada) holly_gaetano@partech.com
IP Address: 70.40.85.149

Record Tracking

Status: Original Holder: Holly Gaetano Location: DocuSign
 2/16/2024 2:01:01 PM holly_gaetano@partech.com

Signer Events

Susie Moschkau
 Susie.Moschkau@idq.com
 Director Digital Marketing
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

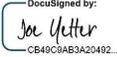
 440DEB4ABAFD4D6...
 Signature Adoption: Drawn on Device
 Using IP Address: 104.28.103.122

Timestamp

Sent: 2/16/2024 2:29:08 PM
 Viewed: 2/16/2024 6:19:19 PM
 Signed: 2/16/2024 6:26:10 PM

Electronic Record and Signature Disclosure:
 Accepted: 2/16/2024 6:19:19 PM
 ID: d3fbf403-b9e3-4e6a-ae35-eb67c077bda8

Joe Yetter
 joseph_yetter@partech.com
 GM Punchh
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 CB46C9AB3A20492...
 Signature Adoption: Pre-selected Style
 Using IP Address: 74.70.225.251

Sent: 2/16/2024 6:26:13 PM
 Viewed: 2/17/2024 11:22:12 AM
 Signed: 2/17/2024 11:23:35 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/17/2024 11:22:12 AM
 ID: 66022e55-7686-4eee-abb0-925ac2272ae2

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Josh Tuokkola
 Josh.Tuokkola@partech.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/17/2024 11:23:37 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Jenna Schwartzhoff Jenna_schwartzhoff@partech.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/17/2024 11:23:38 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/16/2024 2:29:08 PM
Certified Delivered	Security Checked	2/17/2024 11:22:12 AM
Signing Complete	Security Checked	2/17/2024 11:23:35 AM
Completed	Security Checked	2/17/2024 11:23:38 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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