

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 applicable 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
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeStamping: Enabled	Holly Gaetano
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	8383 Seneca-Turnpike Rd
	New Hartford, NY 13413
	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:

 CB49C9AB3A20492...
 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	COPIED	Sent: 2/17/2024 11:23:37 AM
Josh.Tuokkola@partech.com		
Security Level: Email, Account Authentication (None)		
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)	COPIED	Sent: 2/17/2024 11:23:38 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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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CONSUMER DISCLOSURE

From time to time, PAR Technology Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact PAR Technology Corporation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: pti_salesadmin@partech.com

To advise PAR Technology Corporation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at pti_salesadmin@partech.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from PAR Technology Corporation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to pti_salesadmin@partech.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with PAR Technology Corporation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to pti_salesadmin@partech.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify PAR Technology Corporation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by PAR Technology Corporation during the course of my relationship with you.



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		

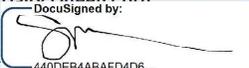
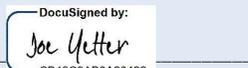
FEES*			
PLATFORM FEES			
<i>Products</i>	<i>List Price Per Location / Month</i>	<i>Number of Locations</i>	<i>Minimum System-Wide Recurring Fee / Month</i>
Loyalty – Treat & Food locations (US and Canada)	\$40.50	Minimum 2500	\$101,250
Loyalty – Treat only locations (US and Canada)	\$35.25	Minimum 475	\$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 2/17/24 (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. DocuSigned by:</p> <p>By:  (signature) 440DEB4ABAFD4D6...</p> <p>Printed Name: <u>Susie Moschkau</u></p> <p>Title: <u>VP of Digital Experience</u></p> <p>Date: <u>2/16/2024</u></p>	<p>Punchh Inc. DocuSigned by:</p> <p>By:  (signature) CB49C9AB3A20492...</p> <p>Printed Name: <u>Joe Yetter</u></p> <p>Title: <u>General Manager - Punchh</u></p> <p>Date: <u>2/17/2024</u></p>
<p>Dairy Queen Canada, Inc. DocuSigned by:</p> <p>By:  (signature) 440DEB4ABAFD4D6...</p> <p>Printed Name: <u>Susie Moschkau</u></p> <p>Title: <u>VP of Digital Experience</u></p> <p>Date: <u>2/16/2024</u></p>	

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	Next 75 Million Messages	\$ 0.0030
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EXHIBIT P

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
Minnesota	July 17, 2023 [_____]
New York	August 15, 2023 [_____]
North Dakota	August 9, 2023 [_____]
South Dakota	December 3, 2023
Washington	August 9, 2023 Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities.

EXHIBIT EQ

RECEIPTS

**RECEIPT
(YOUR COPY)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Dairy Queen of Montana / North Dakota LLC ("DQ MT/ND") offers you a franchise, **DQ MT/ND** must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, **DQ MT/ND** or an affiliate in connection with the proposed franchise sale.

New York requires **DQ MT/ND** to give you this disclosure document at the earlier of the 1st personal meeting, or 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. **Iowa** requires **DQ MT/ND** to give you this disclosure document at the 1st personal meeting.

If **DQ MT/ND** does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise: Inoshi Denizen at 310 E. 46th Street, Unit 5J, New York, NY 10017, (917) 536-6291, i_denizen@dqmntd.com; James Brown at P.O. Box 9137, Missoula, MT 59807, (406) 218-9507, James_Brown@dqmntd.com; and _____

Date of Issuance: ~~June 14~~ [July 23, 2023](#) [2024](#)

See Exhibit A for **DQ MT/ND**'s registered agents authorized to receive service of process.

I have received a disclosure document dated ~~June 14~~ [July 23, 2023](#) [2024](#), that includes the following Exhibits:

- | | |
|---|---|
| A. Agencies/Agents for Service of Process | J. Territory Operator's Financial Statements |
| B. Operating Agreement and Addenda | K. IDQ's Financial Statements |
| C. Design Services Agreement | L. Operations Manuals Tables of Contents |
| D. Draft Authorization Form | M. Construction Consultation Services Agreement |
| E. Gift Card Participation Agreement | |
| F. Territory Operator's Subfranchisees | N. Olo Participation Agreement |
| G. Territory Operator's Former Subfranchisees | O. Punchh Participation Agreement |
| H. ADQ's Franchisees | P. State Effective Dates |
| I. ADQ's Former Franchisees | Q. Receipts |

Date

Prospective Subfranchisee (Signature)

City, State of Proposed DQ License

Prospective Subfranchisee (Print Name)

Date

Prospective Subfranchisee (Signature)

Prospective Subfranchisee (Print Name)

KEEP THIS COPY FOR YOUR RECORDS. This disclosure document is ~~also~~ available in ~~PDF format~~[other formats](#) by request to Inoshi Denizen at i_denizen@dqmtnd.com.

RECEIPT
(DQ MT/ND's COPY)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Dairy Queen of Montana / North Dakota LLC ("DQ MT/ND") offers you a franchise, **DQ MT/ND** must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, **DQ MT/ND** or an affiliate in connection with the proposed franchise sale.

New York requires **DQ MT/ND** to give you this disclosure document at the earlier of the 1st personal meeting, or 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. **Iowa** requires **DQ MT/ND** to give you this disclosure document at the 1st personal meeting.

If **DQ MT/ND** does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise: Inoshi Denizen at 310 E. 46th Street, Unit 5J, New York, NY 10017, (917) 536-6291, i_denizen@dqmtnd.com; James Brown at P.O. Box 9137, Missoula, MT 59807, (406) 218-9507, James_Brown@dqmtnd.com; and _____

Date of Issuance: ~~June 14~~ [July 23, 2023](#) ~~2023~~ [2024](#)

See Exhibit A for **DQ MT/ND's** registered agents authorized to receive service of process.

I have received a disclosure document dated ~~June 14~~ [July 23, 2023](#) ~~2023~~ [2024](#), that includes the following Exhibits:

- A. Agencies/Agents for Service of Process
- B. Operating Agreement and Addenda
- C. Design Services Agreement
- D. Draft Authorization Form
- E. Gift Card Participation Agreement
- F. Territory Operator's Subfranchisees
- G. Territory Operator's Former Subfranchisees
- H. ADQ's Franchisees
- I. ADQ's Former Franchisees
- J. Territory Operator's Financial Statements
- K. IDQ's Financial Statements
- L. Operations Manuals Tables of Contents
- M. Construction Consultation Services Agreement

- N. [Olo Participation Agreement](#)
- O. [Punchh Participation Agreement](#)
- P. State Effective Dates
- ~~Q~~ Receipts

Date

Prospective Subfranchisee (Signature)

City, State of Proposed DQ License

Prospective Subfranchisee (Print Name)

Date

Prospective Subfranchisee (Signature)

Prospective Subfranchisee (Print Name)

PLEASE SIGN THIS COPY OF THE RECEIPT, DATE YOUR SIGNATURE, AND RETURN IT TO **DQ MT/ND** ADDRESSED AS FOLLOWS: Inoshi Denizen at P.O. Box 9137, Missoula, MT 59807. This disclosure document is ~~also~~ available in ~~PDF format~~ other formats by request to Inoshi Denizen at. i_denizen@dqmtnd.com.