



AUTHORIZED RESELLER AGREEMENT

THIS AGREEMENT shall be effective as of the date ParTech, Inc. accepts this Agreement (the Effective Date”) and shall be made by and between ParTech, Inc. (“PAR”), a New York corporation located at PAR Technology Park, 8383 Seneca Turnpike, New Hartford, New York 13413-4991, and Authorized Reseller (“Reseller”), as identified in the accompanying PAR Authorized Reseller Application. Together, PAR and Reseller shall be referred to herein as the “Parties.”

In consideration of the mutual promises and covenants set forth herein, PAR and Reseller do hereby agree as follows:

1. DEFINITIONS

- 1.1. **"Agreement"** means this Authorized Reseller Agreement including all the exhibits attached hereto, any other documents incorporated herein by reference, and all modifications or amendments made in accordance with the provisions of this Agreement.
- 1.2. **"Authorized Distributor"** means a distributor that is authorized by PAR to redistribute Products within the Territory to an Authorized Reseller.
- 1.3. **"Customers"** shall mean those End Users who have purchased Equipment or licensed Software from Reseller in accordance with the provisions of this Agreement.
- 1.4. **"Days"** shall mean calendar days except as may be specifically provided otherwise herein.
- 1.5. **"End Users"** shall mean persons or entities who purchase Equipment or license Software, for their own internal use and not for redistribution, remarketing, timesharing or service bureau use provided such person's or entities are not identified as PAR Protected Accounts.
- 1.6. **"Equipment"** shall mean point of sale terminals manufactured by or on behalf of PAR.
- 1.7. **"Initial Term"** shall mean the period set forth in Subsection 12.1 below.
- 1.8. **"List Price"** shall mean PAR's non-discounted quantity one price.
- 1.9. **"Non-Genuine Products"** means any and all products: (i) to which a PAR trademark has been affixed without PAR's consent; (ii) are produced with intent to counterfeit or imitate a genuine PAR product, or (iii) Products where any form of copyright notice, trademark, logo, confidentiality notice, serial number or other product identifier have been removed, altered, or destroyed.
- 1.10. **"Products"** shall mean collectively, the PAR Equipment, Software, and Service Contracts.
- 1.11. **"Promotional Literature"** shall mean PAR provided sales literature.
- 1.12. **"Protected Account(s)"** shall mean all customers and potential customers for the Equipment and Software as are designated as such from time to time based upon the PAR policy then in effect. Updated lists of Protected Accounts will be provided to Authorized Reseller throughout the Term of this Agreement.
- 1.13. **"Service Contracts"** shall mean those current services made available by PAR for the Equipment and the Software, including but not limited to, helpdesk support services, on-site remedial maintenance services, software maintenance services and other professional services.
- 1.14. **"Software"** shall mean point of sale software developed by or on behalf of PAR or other third party software programs sold by PAR.
- 1.15. **"Territory"** shall mean the United States and Canada.
- 1.16. **"Term"** shall mean the Initial Term of this Agreement plus any renewal terms of this Agreement.

2.0 AUTHORIZATION AND GRANT OF RESELLER LICENSE

- 2.1 Authorization. During the Term of this Agreement, PAR hereby authorizes Reseller to purchase Products only from an Authorized Distributor or direct from PAR.
- 2.2 Grant of License. Subject to all the terms and conditions of this Agreement and for the Term hereof, PAR grants to Reseller, and Reseller accepts, a personal, non-exclusive, revocable, non-transferable, limited license to:
- a. market and sell Equipment, Software licenses, and Service Contracts to End Users in the Territory only; and
 - b. incorporate any sales and Promotional Literature PAR has created or creates during the Term hereof for the PAR Products into promotional and/or user materials Reseller distributes for the purpose of marketing the PAR Products; and
 - c. display the PAR trademark, trade name, service mark, logo-type or other proprietary mark adopted by PAR (collectively, the "Marks") and incorporate the Marks into promotional and/or user materials which have been provided by or approved by PAR.
- 2.3 Not Exclusive. This Agreement does not grant Reseller an exclusive right to purchase the Products or distribute the Products to any person. Further, PAR shall retain the right, to market, distribute, support, or promote in any way, the Products to End Users, either directly or indirectly within the Territory, including through the appointment of other resellers within the Territory.

3.0 RESELLER OBLIGATIONS

- 3.1 Agreements with Authorized Distributor. Reseller acknowledges that each Authorized Distributor may require Reseller to enter into other agreements with an Authorized Distributor. Reseller acknowledges and accepts that each Authorized Distributor is an independent party who is not empowered to act on behalf of PAR or bind or represent PAR in any manner. Therefore, such agreements will be considered executed only between Reseller and each Authorized Distributor with which Reseller has entered into such agreements, except to the extent that such agreements specifically identify PAR as a third party beneficiary of such agreements.
- 3.2 Requirements. Unless otherwise authorized in writing by PAR, Reseller agrees to obtain all its requirements for the Products exclusively from a PAR Authorized Distributor or direct from PAR and no other source.
- 3.3 Purchase of Products Direct from PAR. All direct sales by PAR to Reseller of the Products shall be governed by and subject to the terms and conditions set forth in PAR's most current Reseller Terms & Conditions in effect at the time of the sale. Unless otherwise agreed to in writing by the parties, all sales shall be at PAR's current published prices for Resellers at the time of receipt of the purchase order. **[This Section is applicable only to Reseller's purchasing direct from PAR.]**
- 3.4 Added Value. Each time Reseller resells the Products to an End User, Reseller shall provide added value to the Products, such as providing non-PAR equipment or non-PAR software prior to sale or distribution to a Customer. Reseller shall market and sell the value added equipment or software in its own name and for its own account in the Territory.
- 3.5 Reseller Expenses. Reseller shall be solely responsible for all its costs, salaries and other expenses incurred in connection with the performance of its obligations under this Agreement and PAR shall have no liability, obligation or responsibility therefor.
- 3.6 Training. Unless otherwise agreed to in writing by PAR and Reseller, Reseller shall designate one or more representatives to receive sales certification training and technical training and any updating courses PAR may organize. Such training may be provided by PAR online or via classroom training. Reseller shall train such representatives as required by PAR based on Reseller's level. If Reseller sends representatives for classroom training, all travel, living and training expenses shall be borne by Reseller. Reseller's representatives shall have sufficient education and experience to be qualified to receive such training relative to the Products.

- 3.7 Legal Notices. Reseller shall immediately advise PAR of any legal notices served on Reseller which might affect or tend to affect PAR or the Products.
- 3.8 Insurance. Reseller shall maintain a minimum of \$1,000,000 of Comprehensive General Liability Insurance, including Product Liability/Completed Operations coverage, and upon request by PAR, provide evidence of such insurance and its effective term.
- 3.9 Reseller Performance. Reseller agrees to:
- a. use its best efforts to meet the program eligibility requirements to be a Reseller, as established by PAR and modified from time to time; and
 - b. perform each of the duties described in this Agreement in a commercially reasonable manner that preserves and protects PAR's business reputation and its proprietary rights in the marketplace.
- 3.10 Compliance with FCPA. Reseller agrees that it shall comply and abide by the provisions of the United States Foreign Corrupt Practices Act ("FCPA"), as such Act may be amended from time to time, as well as any country or regional anti-corruption or anti-bribery laws which apply to either to Reseller or any business relationship of Reseller. Without limiting the generality of the forgoing, Reseller represents and agrees to make no payments of money, or anything of value, nor will money or anything of value be offered, promised or paid, directly or indirectly, to any foreign officials, political parties, candidates for public or political office, to influence the acts of such officials, political parties, party officials or candidates in their official capacity, to induce them to use their influence with a government or obtain or retain business or gain an improper advantage in connection with any business venture or contract in which PAR is a participant or PAR Products are involved. Reseller further agrees to fully cooperate with PAR in the compliance with the FCPA including without limitation participation in compliance training of Reseller's top management and all persons engaged in the performance of this agreement; allowing PAR or its representative to audit Reseller's FCPA compliance procedures, including, without limitation a review of Reseller's books and records; providing annual certification acceptable to PAR regarding such compliance and acknowledges that Reseller is subject to re-qualification as a FCPA compliant Reseller by PAR from time to time. Reseller shall indemnify and hold harmless PAR, its affiliated companies, and their respective officers, directors, employees and agents, from any and all fines, liabilities, claims, damages, losses, costs, expenses, demands, and actions (including reasonable lawyers' fees and costs for underlying investigations) incurred by PAR as a result of any breach of this Section 3.9 by Reseller. Reseller acknowledges that any violation of the FCPA shall be a material breach of this Agreement for which PAR will provide no notice or opportunity to cure, PAR reserving all rights it may have against Reseller for such breach under contract, law or equity.
- 3.11 Microsoft™ Embedded Systems. Reseller understands and agrees that the Equipment sold hereunder is being sold as an Embedded System under PAR's Microsoft OEM Customer License Agreement. The following definitions apply to this Section 3.10:
- 3.11.1 **"Channel"** means PAR's distributors, dealers, resellers, and others in PAR's distribution chain for Embedded Systems.
- 3.11.2 **"Embedded Application"** means an industry – or task-specific software program and/or functionality with all of the following attributes:
- a. It provides the primary functionality of the Embedded System.
 - b. It is designed to meet the functionality requirements of the specific industry into which the Embedded System is marketed.
 - c. It offers significant functionality in addition to the Product software.
- 3.11.3 **"Embedded System"** means a computing system or device with an Image that is designed for and distributed with an Embedded Application.
- 3.11.4 **"Enterprise Customer"** means an End User that:
- a. Obtains Embedded Systems either directly from Company or via the Channel for its internal use; and
 - b. Does not:
 - i) Resell, lease or otherwise transfer the Embedded System to non-employees/contractors;
 - ii) Purchase Embedded Systems through retail channels or public web sites; or

iii) Purchase Embedded Systems solely for personal use by employees.

3.11.5 **“Image”** means the MS Binaries and the Company Binaries.

3.11.6 **“Products”** means the Microsoft products licensed under this Agreement (including the applicable ATs). Product includes where applicable, MS Binaires, Sample code, other software, COA, APM, and any Supplement. With the exception of some Sample Code, MS does not provide Product in source code form.

3.11.7 Reseller understands and agrees that, except as provided herein, prior to delivery to an End User each Embedded System must contain an Image that includes an Embedded Application. For distributions to Enterprise Customers, however, where the Embedded System is designed and marketed for one of the industries listed below, the Embedded Application may be installed by the Enterprise Customer. If the Embedded Application is distributed by Reseller, the Enterprise Customer must be provided with clear installation and use instructions for the Embedded Application.

- Automated Teller Machines (ATMs) or Electronic Cash Machines
- Gaming
- Industrial Automation
- Medical
- Print Imaging
- Retail Point of Service or Retail Point of Sale
- Test and Measurement

3.11.8 Additionally, Reseller understands and agrees to do the following:

- a. Reseller must deliver the Certificate of Authenticity (COA) together with each Embedded System; and
- b. Reseller must not advertise, give a separate price for, or otherwise market or distribute the Products or any part of the Products, as a separate item from the Embedded System.

4.0 ADDITIONAL OBLIGATIONS OF RESELLER OF SOFTWARE LICENSES

4.1 End User License Agreements. Reseller shall provide all End Users with a copy of the End User License Agreement for the Software as provided by PAR.

4.2 Ownership. Reseller acknowledges and agrees that PAR and or PAR's suppliers own all rights (including without limitation all copyrights) in the Software (whether the Software is provided with the Equipment, on a diskette or other media, or downloaded remotely) and in any documentation provided with the Software.

5.0 LIMITATIONS OF RESELLER

5.1 No Resale Outside of Territory. Reseller shall sell Products only to End Users within the Territory and agrees not to solicit orders for Products, engage salespersons or resell outside of the Territory, unless Reseller obtains PAR's prior written consent to sell Products outside of the Territory.

5.2 No Repair Service. Reseller shall not provide any repair service for PAR Equipment, unless authorized by PAR in writing.

5.3 Reseller Not an Agent. It is understood that Reseller is not an agent of PAR and has no authority to and shall not enter into any agreements on PAR's behalf or in PAR's name, make any warranties or representations with respect to the Products (except as specifically provided for in Section 9 of this Agreement) or otherwise bind PAR to any obligation. Reseller is, however, authorized to represent to its Customers facts about the Products as PAR itself states in its product descriptions, advertising and Promotional Literature or as may be stated in other non-confidential, written material furnished by PAR. Reseller shall not make reference to PAR's corporate name or trademarks in any of its products or literature without the express written approval of PAR.

5.4 Trademarks. Reseller shall not use any trademark, trade name or stylized symbol of PAR or PAR Technology Corporation as part of Reseller's name or name of Reseller's business. Reseller shall not register, or have registered, any trademark, trade name or symbol of PAR or PAR Technology Corporation

(or which is confusingly similar thereto) in Reseller's name or use it for any activity other than the promotion of the sale of the Products in the Territory and in the best interest of PAR.

- 5.5 Non-Genuine. Reseller shall not acquire, use, promote or resell Non-Genuine Products. Additionally, Reseller shall notify PAR promptly of the existence, or suspected existence, of Non-Genuine Products in possession of third parties, and further agrees that it will, at PAR's request, assist PAR to diligently pursue an action against any third party in possession of Non-Genuine Products. Reseller will not remove, alter, or destroy any form of copyright notice, trademark, logo, confidentiality notice, serial number or other product identifier provided with any Product. If Reseller acquires, uses, promotes or resells Non-Genuine Products, PAR may take one or more of the following actions, at PAR's discretion: (i) require reseller, within ten days of PAR's request, to recall and destroy all Non-Genuine Products that reseller has sold to End Users and replace such products with legitimate, equivalent Products, (ii) require Reseller, within five days of receiving PAR's written request, to provide PAR with all details related to Reseller's acquisition of all Non-Genuine Products, including without limitation, its suppliers, shipping details and all buyers to whom Reseller resold Non-Genuine Products, and/or (iii) immediately terminate this Agreement pursuant to Subsection 11.2.
- 5.6 Warranty. Reseller shall not issue any warranty or guaranty with respect to the Products to any person or party which may in any way obligate or purport to obligate PAR to any such person or party.
- 5.7 No Reverse Engineering. Reseller shall not reverse engineer, de-compile, or in any other manner disassemble the Products, and Reseller shall not, either directly or indirectly, alter, revise, enhance, customize or other wise change or modify the Products or any part thereof.

6.0 PRICING.

- 6.1 Prices. The prices Reseller pays for Products will be set by the Authorized Distributor from which Reseller purchases such Products. Reseller is free to determine its resale prices unilaterally.
- 6.2 Minimum Advertised Price (MAP). Reseller agrees not to advertise Products lower than the minimum advertised price (MAP) which is 15% below PAR's Manufacture Suggested Retail Price (MSRP). Product MSRP can be obtained from any of PAR's Authorized Distributors or directly from PAR as published in its current price book. MAP percentage is subject to change at PAR's discretion. This agreement applies to Reseller's advertised prices in newspapers or catalog print, direct mail pieces, faxes, on radio, television or the Internet, but does not apply to advertised pricing on a website where a customer may access the website by using a unique and assigned password. This policy does not affect the price at which the Reseller may sell an applicable Product. The Reseller may sell any Product at any price. If Reseller advertises Products at prices below the stated MAP, PAR will be entitled to all its rights and remedies available to it, including, without limitation, the right to terminate this Agreement under Subsection 12.2 below.

7.0 LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES.

- 7.1 Limited Warranty. The only warranty PAR provides with respect to any Product is the written limited warranty statement provided with the Products or, if no warranty statement is provided with Products, the Limited Warranty Statement available from PAR.
- 7.2 DISCLAIMER. THE EXPRESS WARRANTIES SPECIFIED IN THIS AGREEMENT OR FURNISHED WITH THE PRODUCTS BY PAR OR PAR'S SUPPLIERS IN PRINTED FORM AND MARKED AS WARRANTY ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PAR DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES.
- 7.3 LIMITATION OF LIABILITY. IN NO EVENT AND UNDER NO CIRCUMSTANCES, SHALL PAR OR PAR'S SUPPLIERS BE HELD LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS PROFITS, LOSS OF SERVICE, BUSINESS INTERRUPTION, LOSS OF OR INCORRECT BUSINESS INFORMATION/DATA AND THE LIKE) SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY EVEN IF PAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.4 SOLE AND EXCLUSIVE REMEDY. YOUR SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTIES AND THE MAXIMUM EXTENT OF PAR'S LIABILITY OF ANY KIND (INCLUDING

LIABILITY FOR NEGLIGENCE EXCEPT LIABILITY FOR PERSONAL INJURY CAUSED SOLELY BY OUR NEGLIGENCE) WITH RESPECT TO THE PRODUCTS ARE LIMITED TO REPLACEMENT OF THE PRODUCTS. THESE EXCLUSIVE REMEDIES SHALL NOT BE DEEMED TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE SO LONG AS PAR IS WILLING TO REPLACE THE PRODUCTS. PAR NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR PAR ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, LICENSE, OR USE OF THE PRODUCTS UNDER THIS AGREEMENT.

8.0 INDEMNIFICATION.

- 8.1 **BY PAR.** PAR shall defend any action brought against Reseller based on an allegation that the Equipment, PAR software or any other software which may be included in the Equipment furnished by PAR, constitutes an infringement of any United States patent or copyright issued and existing as of the effective date of this Agreement and will pay all reasonable costs and damages finally awarded against Reseller in any such action which are attributable to such claim(s), provided that: (a) Reseller shall promptly notify PAR in writing of any notice of any such claim or allegation of infringement, and (b) Reseller allows PAR to have sole control of the defense of any such claim, including, without limitation, all communications with claimant, all settlement negotiations, and the conduct of all litigation; (c) Reseller will cooperate with PAR and will provide PAR with such assistance in such defense as PAR may reasonably request, and (d) PAR is not responsible for any litigation expenses (including attorney's fees) incurred by Reseller or settlements entered into by Reseller unless PAR agrees to them in writing which agreement shall not be unreasonably withheld.
- 8.2 PAR shall have no liability to Reseller hereunder, or otherwise, with respect to claims of infringement which are based on (a) the unauthorized modification of the Equipment or software, (b) use and maintenance of the Equipment or software in a manner or with equipment for which it was not reasonably intended or to the extent not otherwise authorized or permitted by PAR according to the terms of this Agreement, or (c) sale and/or use of the Equipment or software in conjunction with any equipment or software that was not provided by PAR.
- 8.3 The foregoing state PAR's entire liability hereunder or otherwise with respect to infringement of patents or other proprietary rights.
- 8.4 **BY RESELLER.** Reseller agrees to indemnify PAR, its respective officers, directors, employees, agents and representatives, from any and all suits, claims, actions, demands, liabilities, expenses and/or losses, including attorney's fees, arising, in whole or in part, from: (a) Reseller's breach of Reseller's representative warranties and undertakings under this Agreement; and (b) any claims by Reseller's customers, employees, subcontractors, agents or any third party arising out of Reseller's or its subcontractor's or agent's performance or non-performance of any installations, support services, or other services for Reseller's Customers; Reseller's Customers; and (c) personal injury, death, or property damage due to Reseller's or its employee's subcontractor's, or agent's negligence or willful misconduct.

9.0 CONFIDENTIALITY.

- 9.1 Reseller expressly undertakes and agrees to retain in confidence and to require its successors and assigns to retain in confidence all information transmitted to Reseller by PAR that PAR has identified in writing as being proprietary and/or confidential and will make no use of such information except under the terms and during the existence of this Agreement. However, Reseller shall have no obligation to maintain the confidentiality of information that (i) is in the public domain at the time of disclosure or becomes in the public domain thereafter due to no fault of Reseller; (ii) it received rightfully from another party prior to its receipt from PAR; or (iii) is independently developed by Reseller without use or reference to proprietary or confidential information of PAR. Further, Reseller may disclose confidential information as required by governmental or judicial order, provided Reseller gives PAR prompt notice of such order prior to disclosure and complies with any protective order (or equivalent) imposed on such disclosure.

10.0 TRADEMARKS & TRADE NAMES.

- 10.1 Reseller is authorized, but not required, to refer to and advertise itself as a PAR Authorized Reseller of the Products in the Territory. Upon successful completion of PAR's sales certification process, Reseller will be authorized to display the PAR mark or other associated marks (the "Marks") and/or incorporate the Marks into Reseller's promotional and/or Customer materials.
- 10.2 Reseller hereby acknowledges the validity of the Marks as well as other proprietary marks which are affixed to the Products and the Promotional Literature, and agrees that the aforesaid trademarks and proprietary marks are, and shall remain, the property of PAR. Reseller acknowledges that it acquires no rights in the Marks alone or in any combination by virtue of this Agreement or its sale of the Products or its use of the Promotional Literature hereunder or in any other trademark, proprietary mark or trade name adopted by PAR, and that it has not and will not compensate PAR in any way for the right to use any of such mark or names.
- 10.3 Reseller agrees that it shall not remove or alter any of the Marks or any other trademark, trade name, service mark, logo-type or other proprietary mark which is affixed to the Products or the packaging thereof; nor shall Reseller affix any additional trademarks or trade designations to any Products or the packaging thereof; provided, however, that nothing in this Section shall prevent Reseller from affixing a sticker to the Products or packaging setting forth Reseller's name, logo, address and telephone/fax numbers.

11.0 RECORDS.

- 11.1 Reseller shall keep and maintain at its place of business herein set forth accurate records related to this Agreement, including but not limited to, records of the PAR Products sold by Reseller, the name and address of Reseller's Customers, serial numbers of all Equipment, and any relevant configuration information, .
- 11.2 Reseller shall make available to PAR and permit PAR or its authorized representatives to examine or take extracts or copies of such records during normal business hours as are necessary for PAR to enforce the terms of this Agreement or to fulfill any recall or other obligations PAR deems necessary under Federal, state or local statutes, laws, rules or regulations.
- 11.3 Reseller's obligation for record retention during the term of the Agreement and from the date of any expiration or termination of this Agreement shall be for a period of five (5) years.

12.0 TERM AND TERMINATION.

- 12.1 The Initial Term of this Agreement shall be the period of one (1) year commencing on the Effective Date and shall automatically renew for successive one (1) year Renewal Terms unless earlier terminated pursuant to the terms hereof or either party provides notice to the other no later than sixty (60) days prior to the end of any existing term of its desire not to renew.
- 12.2 This Agreement may be immediately terminated by PAR if:
- a. without PAR's prior written consent (which consent shall not be unreasonably conditioned, withheld or delayed), Reseller assigns, by operation of law or otherwise, this Agreement or delegates any of Reseller's obligations or rights hereunder. (For this purpose "assignment" shall include without limitation a transfer or transfers of an aggregate of 50% or more of the assets, voting securities or ownership of Reseller);
 - b. any action which is viewed by PAR as shedding an unfavorable light on PAR, its Products or services.
- 12.3 Either party may terminate this Agreement upon written notice to the other if such other party fails to cure a breach of its obligations hereunder (which in Reseller's case includes not meeting the program eligibility requirements as set forth in Section 3.9) within thirty (30) days of the delivery of written notice of such breach. In the event the nature of the breach is such that it cannot be cured, the non-breaching party shall have the right to terminate this Agreement immediately and shall provide the breaching party notice of such termination.

13.0 EFFECT OF EXPIRATION OR TERMINATION.

- 13.1 Upon expiration or termination of this Agreement, Reseller shall immediately:
- a. cease any and all use of any PAR trademark, trade name, service mark, logo-type or other proprietary mark adopted by PAR, and shall refrain from the use of any marks confusingly similar thereto in connection with any products whatsoever;
 - b. cease referring to itself as an Authorized Reseller of the Products; provided, however, nothing herein shall be construed as preventing Reseller from selling such inventory of the Products as Reseller may possess on the effective date of such expiration or termination, provided such sales are consistent with the terms and conditions set forth herein;
 - c. remove from public view any signs, banners, wall charts, certificates, plaques or ornamentation stating or suggesting that Reseller is Authorized Reseller of PAR; and
 - d. forever refrain from using any Proprietary Information derived as a result of this Agreement for any purpose whatsoever.

14.0 STATUS OF PARTIES.

- 14.1 Nothing contained in this Agreement shall be deemed to constitute a partnership or an employment or agency relationship between the parties, PAR and Reseller being independent contractors only. Reseller agrees that it shall be responsible for its own expenses and costs under this Agreement and that PAR shall have no obligation to reimburse Reseller for any expense or costs incurred by Reseller in the performance of Reseller's duties hereunder.

15.0 NOTICES.

- 15.1 Notices under this Agreement shall be in writing and forwarded by nationally recognized over night courier or certified mail, postage prepaid, to the addresses set forth above and in the case of notices to PAR marked to the attention of: Director of Channel Sales, with a copy to the Legal Department, and in the case of notices to Reseller, addressed to Reseller at the address on record with PAR at the time of the notice.

16.0 BINDING EFFECT.

- 16.1 This Agreement shall be binding upon and inure to the benefit of the parties and their respective parents, subsidiaries, other affiliates, successors and assigns, as permitted under this Agreement.

17.0 INTERPRETATION AND JURISDICTION.

- 17.1 This Agreement shall be construed and interpreted in accordance with the laws of the State of New York. Reseller hereby agrees the exclusive jurisdiction and venue of the United States District Court for the Northern District of New York and the Supreme Court of the State of New York, as appropriate, for the purposes of adjudicating any dispute or action arising out of or in connection herewith.

18.0 COMPLETE AGREEMENT; SURVIVAL.

- 18.1 This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and, except as expressly provided herein, may only be modified by a writing duly executed by an authorized representative of Reseller on behalf of Reseller and by an officer of PAR on behalf of PAR.
- 18.2 The applicable rights and obligations of Sections 4.2, 7.0, 8.0, 9.0, 10.3, 11.3, 12.0, 13.0, 16.0, 17.0, 18.0 and 19.0 of this Agreement, and the subparagraphs thereunder shall survive and continue after any expiration, cancellation or termination of this Agreement and shall be binding upon the parties and their successors and assigns. In addition, the parties' respective rights and obligations arising in connection with any sales transaction during the Term of this Agreement shall survive any expiration or termination of this Agreement.

19.1 GENERAL PROVISIONS.

- 19.1 In carrying out their obligations under this Agreement, the Parties shall act in accordance with good faith and fair dealing.
- 19.2 The Parties shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances in the performance of their obligations under this Agreement.
- 19.3 No delay on the part of PAR in exercising any of its respective rights hereunder or the failure to exercise the same, nor the acquiescence in or waiver of a breach of any term, provision or condition of this Agreement shall be deemed or construed to operate as a waiver of such rights or acquiescence thereto except in the specific instance for which given.
- 19.4 PAR shall have the right to collect from the other its reasonable expenses incurred in a successful action to enforce this Agreement, including, but not limited to, reasonable attorneys' fees.
- 19.5 In the event any one or more provisions contained in this Agreement should for any reason be held to be unenforceable in any respect under the laws of any State of the United States, including any limitation of liability, such unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable provision had not been contained herein.
- 19.6 Neither the execution of the Agreement nor anything contained herein shall be construed as an obligation upon PAR to provide at any time any modifications, changes, updates, or enhancements to the Products, or any assistance, information or documentation other than those previously specified in this Agreement. PAR reserves, in PAR's sole discretion, the right to change the design of the Products, or to discontinue the sale thereof, from time to time and at any time. PAR agrees to notify Reseller of such a change or discontinuance within a reasonable time. If any such change in design is made, PAR shall have no obligation to modify any Products previously delivered to Reseller, or to install or furnish any other or different parts than were included in any such Products when delivered to Reseller.
- 19.7 PAR may/assign and/or otherwise transfer this Agreement and/or any rights or obligations of PAR contained herein to another person or entity provided it informs Reseller of any such assignment or transfer in writing.
- 19.8 Neither party shall be liable for any delay in performance under this Agreement resulting from any cause beyond its reasonable control, including without limitation, any act of God, fires, storms, floods, explosions, strikes, work stoppages or slowdowns, or other industrial disputes, legal action, failure or delay of supplies from ordinary sources, accidents, riots, war or civil disturbances, or acts of civil or military authorities.

You represent that the person who assents electronically to the terms and conditions of this Agreement is duly authorized to act on your behalf and to bind you to these terms and conditions.

By clicking the checkbox below, you agree to abide by all the terms and conditions of the Agreement.

[I agree to abide by all the terms and conditions of the Agreement](#)