

SERVICE LEVEL AGREEMENT

Sold To (Client)	Site Name
Company Name: Address: Address: Address/Phone:	Site Name: Address: Address: Address/Phone:

This agreement represents the level of service to which CBS is committing during the warranty period and, if under a maintenance contract. This document should be explained to and disseminated amongst store management and ownership. All services provided herein are subject to the terms and conditions of the CBS Full-Service Contract, whether executed or not.

1. SCOPE

This Service Level Agreement (SLA) represents the quality and level of service to which Custom Business Solutions, Inc. (CBS) is committed to providing the client (THE CLIENT) as specified. CBS stands behind its products and services. CBS will provide timely responses to all issues, including escalation procedures, and will deliver a resolution to any issue put forward by an operator, manager, or IT member of the client.

2. AUDIENCE

This document will be explained to key support representatives, including CBS Support Center personnel, Field Maintenance personnel, Central Repair/Depot personnel, and department managers. Business management, store management, and key support personnel of the client should also be knowledgeable of this document and its content.

3. PURPOSE

The purpose of this Service Level Agreement is to provide two-way communication of support services delivered to the client by CBS, while defining the end-to-end service expectations.

4. ASSUMPTIONS

Due to the business complexities and geography challenges of some the client’s restaurant locations, CBS may use third party service providers and/or depot exchange services for areas deemed appropriate by both parties. CBS commits to completing service and support within the specified timeframes for software and hardware issues 85% of the time.

5. CONTACTS

The information below provides contact information for key individuals supporting this SLA document.

Name	Company	Title / Position	Phone Number	Email

6. SERVICE DETAILS

6.1 Restaurant Support

All support calls are logged into the CBS CRM call management system. When a restaurant operator or the client’s I.T. team member contacts the CBS Support Center for support, The CBS Support Center Analyst will open an incident case in the CBS CRM call management system. A case number is assigned and referenced throughout all stages of the incident.

It is the client’s responsibility to obtain this case number for call tracking and future reference.

If client selects to use the CBS Self Service Portal, they will log their own cases, complete all needed information and an incident number is assigned and referenced throughout all stages of the incident.

In order for CBS to be able to offer support services in an economical manner, it is recommended that all software used by the Client, and supported by CBS, is on the most current version.

Incident status notification – will be generated out of CRM.

If Hardware maintenance is requested, CBS will work to dispatch a technician. If the repair cannot be repaired on site, a comparable make/model type of equipment will be installed as a replacement. Hardware billing is based on the type of maintenance contract in place, if there is not a contract in place that covers the hardware, CBS will invoice according to Appendix B – Service Rates.

The client restaurant support includes hardware and software as described below.

6.2 Hardware

- There is not a hardware support contract in place with (THE CLIENT) at this time.

6.2.1 Hardware covered under agreement:

Type	

6.2.2 Hardware considered consumables:

A consumable piece of hardware is an everyday item that is bought, ‘used up’, and then replaced. Consumables can also be referred to as ‘consumable goods’, ‘soft products’ or ‘non-durable products. Consumable goods are not covered under any additional contracts or warranty outside of manufacturer’s warranty.

Consumables	
Paper	
Mouse	
Low end back-office printer	
Product not under contract nor supplied by CBS	
Keyboards (Back office)	
Monitors	
Payment terminals (past manufacture warranty)	
Printer Ribbons	

6.2.3 Hardware issues not covered by any type of contract:

Printers:

- Damage due to Liquid Spill
- Damage due to printer locations i.e. - over steam table, dropped into liquid, under heat lamp
- Damage due to abusive handling i.e. – power cords broken, communication cables forcibly removed from connection, dropping.
- Pulling on paper prior to completed printing cycle (causes broken print heads in plain paper printers)
- Using inferior quality paper i.e. – high paper dust content
- Not changing ribbons on as they are worn out
- Not doing any type on preventative maintenance (neglect) as scheduled
- Plugging POS equipment into non-dedicated power outlets
- Plugging equipment other than POS equipment into dedicated POS power outlets

Terminals:

- Physically striking or dropping terminals
- Applying corrosive cleaning chemicals
- Using anything other than fingers or any foreign object to touch the screens
- Leaning on equipment to the point of physical damage
- Damage due to liquid spill

- Damage due to terminal locations i.e. - over steam table, dropped into liquid, under heat lamp
- Damage due to abusive handling i.e. – power cords broken, communication cables forcibly removed from connection
- Not doing any type of preventative maintenance (neglect) as scheduled
- Plugging POS equipment into non-dedicated power outlets
- Plugging equipment other than POS equipment into POS dedicated power outlets
- Excessive movement of equipment leading to cable/connector damage
- Returning terminal to CBS, Inc., in other than standard model packaging.

Payment Terminals:

- Physically striking or dropping Payment Devices
- Devices showing TAMPER errors
- Devices damaged by liquid spills (cleaning fluids)

6.3 Software

CBS is responsible for diagnosing and correcting software issues for the following products when the software is not working as intended:

- NorthStar Order Entry - Point-of-Sale (POS) Software
 - NorthStar Order Entry Server
 - NorthStar Data Service
 - NorthStar Member Service
 - NorthStar Offers Service
 - NorthStar iOS Application
 - NorthStar Windows Client
 - NorthStar WebAPI Services
- Credit Card Software and or middleware
- KDS Software and hardware

Items NOT covered as part of the SOFTWARE SLA

- Calls related to third party software NOT under support agreements with CBS Third Party Kitchen Systems
- Third Party Loyalty Systems
- Hardware related calls for hardware not supported by CBS or under a support agreement with CBS

6.4 Problem Management

Problem resolution communications between the CBS Support Center and (THE CLIENT) will be conducted as needed to ensure service compliance. Open issues will be reviewed, and resolutions defined.

7. SERVICE DELIVERY EXPECTATIONS

CBS Service Desk agrees to meet the minimum delivery standards outlined below with the expectation that service provision percentages will improve (above the minimums required) over time. Although CBS will work towards minimizing such occurrences, there may be times where conditions exist beyond CBS' control, unexpected business issues, or Client outages such as the following:

- Inability to get connected to restaurant, not due to CBS act or omission.
- Weather conditions
- Issues with hardware that are outside of the documented SOP

- Restaurant management requests reschedules
- SLA Incident Metrics

Eighty five percent (85%) of the cases opened under Level (Priority) 1 will be resolved within the SLA timeframe outlined in the matrix in Section 6 below, as measured monthly.

8. DEFINITION OF SERVICE LEGEND

CBS Business Days	Business Hours	Local Time	Holidays (On Call Only)
Monday through Friday Except Holidays	8am – 5pm Local Time	The time in the local geography of when the incident starts and ends. (i.e.,... PST, CST, EST)	<u>CBS Support Center:</u> Thanksgiving & Christmas <u>Field Service:</u> New Year's Day, Memorial Day, July 4 th , Labor Day, Thanksgiving, Christmas* <i>*Available for on call emergency situations</i>

Level	CBS Support Center Software Support	CBS Field Service Hardware Support
1	2 Hours	8 Hours
2	1 Business Day	1 Business Days
3	2 Business Days	2 Business Days

Examples of 1 Business Day:

Support is requested on Tuesday @ 2pm.	CBS will resolve by Wednesday @ 2pm
Support is requested on Friday @ 2pm.	CBS will resolve by Monday @ 2pm.

9. SOFTWARE ISSUE

LEVEL – 1 software issues will be handled at the time the call is placed with the highest priority. CBS will acknowledge Level-1 issues immediately with a “Live Voice” and will continue working non-stop from the time the call was received from (THE CLIENT) until the issue is satisfactorily resolved or has a Functional Fix and the issue is downgraded to a lower Severity Level.

LEVEL – 1 SOFTWARE ISSUES
A critical failure which has had a major monetary impact on business operations
Acknowledgement: Immediately

Criteria:

- Entire NorthStar system is down – Cannot place customer orders on the iPads
- Credit Card payment system is down – Cannot process a customer’s credit card for payment
- Credit Card Pre-Authorizations are down – Cannot capture Pre-Authorizations for Guests Ordering
- Cannot send orders to the kitchen
- On-line Ordering System is down
- 50% of a single area or order type down

LEVEL – 2 defined software issues will be triaged and logged when the call is taken in the Support Center. Typically, the support analyst will continue to work on the issue until resolved, with a resolution commitment within 1 business day of logging the case. A Level-2 resolution may require resources that are only available during regular business days and hours; therefore, the resolution window includes this range.

LEVEL – 2 SOFTWARE ISSUES

A failure which has caused a major disruption to business operations; additionally, may be issues affecting the customer experience.

Acknowledgement: Immediately

Criteria:

- On Payroll Processing Day – Cannot process time punches and/or Payroll information
- Partial system affected - A sub-set of terminals (iPad or Windows) are having issues
- Menu media not loading correctly
- Reports: Not available to close the business period (i.e., End-of-Month, End-of-Quarter, End-of-Week)
- Critical data Movement – data necessary for closing of periods, weeks or otherwise.
- Cannot Transmit NorthStar data (Sales, Labor, Member Data, etc.)
- Gift Cards / Comp Cards cannot be processed

LEVEL – 3 defined software issues will be triaged and logged when the call is taken in the Support Center. Level-3 issues are those that have a minor impact to the business and require planned or scheduled time to complete.

LEVEL – 3 SOFTWARE ISSUES

A failure which has caused a minor disruption to business operations – business is able to work around issues.

Acknowledgement: When case is logged (If email or voicemail allow 4 hours)

Criteria:

- Time & Attendance systems and reports (users cannot punch in & out)

- Reporting errors and discrepancies
- Entering data and database changes
- Printer routing changes
- Menu Changes & Updates – Unable to process Menu updates to the iPads
- Menu Maintenance – Enterprise Content Management (ECM) is down or not updating information
- POS terminals not connecting to the Table Management System
- Recipe Viewer issues

LEVEL – 4 issues are typically of minimum business impact and may be scheduled accordingly. Software upgrades and enhancements can change the behavior of POS processes and could introduce new software issues. CBS Support may request additional examples or documentation of the steps taken when the problem occurs in order to re-create and troubleshoot the problem. Projects such as installations, training, and labor costs associated to complete software upgrades and database changes are outside the scope of the standard maintenance agreement and are “billable” according to Appendix B-Service Rates.

LEVEL – 4 SOFTWARE ISSUES

As scheduled – minimum/no disruption to business operations.

Acknowledgement: When case is logged (If email or voicemail allow 4 hours)

Criteria:

- Software version upgrades
- Training issues
- Installation activities
- Repositioning of equipment upon request

10. PROJECT REQUESTS

There may be times that (THE CLIENT) has project requests for CBS. Typically, these requests will be channeled through our Project Management / Implementation Department. Projects are requests such as:

- Build new menus
- Installation activities
- Price changes
- Pre-opening system updates & changes

11. AFTER HOURS SERVICE

1. Defined Level-1 issues are covered under the full maintenance contract 7 days/ week, 24 hours/day.
2. All phone support through the CBS Support Center is covered 7 days/week, 24 hours/day, 363 days a year.
3. Should the client request a field service escalation after regular business hours of Monday through Friday, 8am-5pm, for a non-Level-1 issue, it will be “billable” according to the details in Appendix B – Service Rates.

- a. The restaurant Manager on Duty's approval is required prior to scheduling a request for after hour's service. CBS Support will document the approval, including the name of the Manager on Duty, within the Notes of the CRM case.

12. EXCLUSIONS

Maintenance services shall not cover equipment damaged by acts of negligence by Client employees, damages due to fire, earthquake, misuse, accident, spillage, disaster, electrical spikes, and electrical malfunctions, loss of ground, electrical surges, electrical problems, utility disruptions and weather. Nor shall it include the connecting of other equipment to the system, moving, repairing, relocation or alteration of equipment or the attachment of equipment without the written approval of CBS, its designated Service Vendor, or the manufacturer. All damage caused by CBS, or each designated Service Vendor shall be repaired or replaced at the sole cost of CBS.

The warranty coverage specifically excludes damage to the printer heads caused by paper jams, spillage, or insertion of foreign objects between the printer and the printer surface, unless caused by CBS or its designated Service Vendor. Equipment, which requires maintenance service due to the above causes, will be provided at CBS's rates and terms then in effect and payable by the Client.

Maintenance service does not include operating supplies or accessories. It does not include painting or refurbishing the equipment or the furnishing of materials or services for that purpose; electrical work external to the equipment; or maintenance of accessories, alterations, attachments, or other devices not furnished by CBS.

Client representatives must be on the premises during CBS's, or it is designated Service Vendors' performance of maintenance services. Any work required outside of the maintenance agreement will be charged at normal CBS's rates. The service technician must detail the work done on a work order and have it signed by a restaurant manager noting 1) the work done, 2) that the work was not covered under the maintenance agreement, and 3) the time required to complete the work.

If CBS determines and can demonstrate to the Client that the problem was not caused by an error or defect in the software or equipment supplied by CBS, or otherwise caused by CBS or its designated Service Vendor, then the Client will reimburse CBS for such problem source identification on a time and materials basis at CBS's then current rates in effect.

Software products that have become unserviceable due to declaration of out of production, no longer supported by manufacture end-of-life as jointly agreed upon by the parties will be required to be replaced at a negotiated price between the Client and CBS Inc. The parties agree to act reasonably with respect to agreeing upon necessity for replacement and with respect to negotiating pricing.

CBS warrants that as long as software use fees are paid, the software is supported by CBS. CLIENT'S sole remedy under the software warranty period is that CBS together with the software developer group will undertake to correct, any reported "software errors" (failure of the software to perform substantially the functions described in the documentation). If CBS, in conjunction with the software developer group, is unable to provide corrected software within a reasonable time period CBS will at its sole and exclusive option, either replace the software with a functional equivalent, mutually agreed upon program at no charge to the CLIENT or refund the license fee of the software. CBS does not warrant that the software will be uninterrupted or error free or that all software errors will be corrected. LIMITATIONS OF REMEDIES: Regardless of whether any remedy set forth herein fails of its essential purpose, in the no event shall CBS be liable to Client for any special, indirect, incidental, consequential or similar damages, including but not limited to any lost profits or lost data arising out of use or inability to use the hardware or software or any data supplied within even if CBS, its developer or anyone else has been advised of the possibility of such damages, or for any claim by any other party. In no event shall CBS's liability exceed the purchase price of the hardware or software.

In relation to credit card problems where it is identified that outside agencies are at fault, it is the responsibility of the Client to intercede with their credit card agency. CBS is not responsible for any losses caused by the malfunction of the credit card interface.

It is the Client's responsibility to ensure that a DAILY back up of their system is performed. CBS is not responsible for the loss of data integrity, re-keying of information and rebuilding lost data. If CBS services are requested, services will be billable according to CBS published rates. CBS will be responsible for loss of data due to any negligence on the part of CBS, its employees, or its agents.

CBS is not responsible for any system malfunctions due to unauthorized introduction of third-party software, viruses and any unauthorized modifications of the software. It is the Client’s responsibility to maintain their own information and be responsible for maintaining security control of all areas of the software. CBS is not responsible for any system malfunctions due to modifications made to the software that have not been tested or were made by a CBS employee or agent that did not know or fully understand the impact of the change being made.

13. CONTACTING CBS FOR SUPPORT

Service Hours for Problem Resolution

CBS Support Center: 24 Hours, 7 Days a Week, 363 Days a year
 Emergency Level-1 Calls Only on Thanksgiving and Christmas

Call the CBS Support Center – Follow the prompts for Tech Support. (Please take time to listen to each message in full)	1-800-551-7674 For Tech Support, press 1
When the Support Analyst answers, be prepared to give the following information:	A. Your Full Name B. Name of Company you are reporting the problem for.
What portion of the system is experiencing a problem? A. Hardware	A. Hardware – Check the following: <ul style="list-style-type: none"> • Check all connections, including power & data cables • Give the location of the equipment within the store. • Have you rebooted (powered off & on)? • Provide the equipment type/model, if known. • Give all Error Messages
B. Software	B. Software – Provide the following: <ul style="list-style-type: none"> • What module is not working properly? • What Error Messages are you receiving?
Have the Support Analyst repeat the “Reason for call” to confirm that it was recorded according to what you stated.	
Ask the Support Analyst for the CASE I.D. Number.	If you do not receive a CASE I.D. Number, CBS cannot be responsible for tracking this call.
If you get the CBS Voice Mail system, please state that you would like a call back with the CASE I.D. Number once your problem is logged.	

<p>If you do not receive a call back within the <i>Service Level Agreement</i> timeframe, please call the CBS Support Center back and ask for a Status on your call.</p>	
<p>If the EMERGENCY LINE is used for a non-emergency incident, CBS has the right to make the call a “Billable” event.</p>	

APPENDIX A – DEFINITIONS

Term Used	Definition
Closure	A logged call will not be considered closed until there has been communication with the operator or THE CLIENT by phone or email to verify the issue is resolved.
Equipment	THE CLIENT’s computer equipment, as described in Section 2, plus respective peripherals and cables.
Dispatch	When a call can no longer be supported by phone, CBS will either dispatch a technician for on-site assistance.
Functional Fix	Steps to be taken that will allow the restaurant or management team to function in a temporary capacity. This is not a permanent fix, but a temporary solution that will assist the location in operating in a more regular manner.
Case Number	The number assigned by the call management system for each issue logged; used to identify and verify the issue exists.
Logged Calls	When a restaurant operator or THE CLIENT team member requests hardware or software service the CBS Support Center analyst will input the problem into the CBS Call Tracking System, which then assigns a Case Number to the problem.
Rates	Service Rates are described in Appendix B.
Resolution	This is when a problem is deemed resolved. All systems are fully functional, and follow-up has occurred to verify that the fix has completely solved the issue.
Response	CBS acknowledges the issue and continues to support the call after the call is logged.
Restaurants	All existing and future restaurants operating under the trade name “The client”.
Services	The Services to be performed by CBS are described in Section 2.

APPENDIX B - SERVICE RATES

On-Site Labor Rates	Minimum	Rate
Non-Contract		
Regular Hours	1 Hour	\$200 (per hour)
After Hours	2 Hour	\$350 (per hour)
Travel Charge		Pending per Zones
Contract		
Billable Regular Hours	1 Hour	\$150 (per hour)
Billable After Hours	2 Hour	\$200 (per hour)