

NorthStar Service Level Agreement

This agreement represents the level of service to which CBS is committing to during the warranty period and thereafter so long as software as a service fees are being paid.

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.

Definitions -

Functional Fix - steps to be taken that will allow, the restaurant or management team, to handle the rigors of the day. This is not a permanent fix but is expected to assist the location to operate in a more regular manner.

Complete Fix - this is when a problem is completely resolved. No return visits to the site are necessary.

Response (software) - the acknowledgement that there is a service issue and the call has been assigned a "Case Number".

Case Number - the number assigned to a particular call, which is used to identify and verify that the call exists.

Closure - any call will not be considered closed until there has been an e-mail back to the particular location, indicating that the call is closed. **Communication** - a verifiable message or e-mail sent to appropriate personnel at the site.

Live Response - when a Help Desk technician answers the phone. There will be times that due to the call volume, a Help Desk technician will not be able to answer the phone within a specific period of time. It will be the responsibility of the customer, placing the call to either remain on hold or leave a message.

Bench Time - duration of time spent working on the equipment at the CBS hardware repair center. This time is billed in 15 minute increments. Business Day - 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding weekends and holidays).

LEVEL 1 (Entries listed below are in no specific order)

- NorthStar Order Entry Server is non functional -
- More than 50 percent of the POS terminals are not functional
- All kitchen printers or kitchen sub system is non functional
- Credit Cards cannot be processed

A Level 1 call will receive the highest priority response. If a call cannot be answered immediately, it will be returned within 30 minutes. The call will continue to be worked on until it is resolved or determined it is the client's responsibility, at which time we will make every effort to assist the client until the call is successfully closed.

LEVEL 2

- Reports: Not available in order to close the business period (i.e. End-of-Month, End-of-Quarter, End-of-Week)
- Cannot Transmit NorthStar data (Sales, Labor, Member Data, etc.)
- Gift Cards / Comp Cards cannot be processed
- * Note: If ALL stores are unable to transmit data, escalates to a Level 1 call.

A Level 2 type of call will receive a response within 8 hours on a "Business Day". We will respond within 8 hours or 1 "Business Day" from the time that the call was placed to the Help Desk and an incident # was received (by the client).

Level 3

- Reports: Discrepancies, Data Quality
- Administrative Questions within ECM (i.e. "Add a User", etc.).
- General Feature requests
- · Reinstalling of Defective Hardware

A Level 3 type of call will receive a response within 16 business hours. We will respond within 16 hours or 2 "Business Days" from the time that the call was placed to the Help Desk and an incident # was received (by the client).

Level 4

- GPF/Run Time Errors
- Upgrades and Maintenance
- Enhancement Requests
- Moving of hardware

Level 4 calls will be scheduled accordingly.

Notes:

A. The customer is responsible for resolving any connectivity issues found to be "network connection" related at the customer's location.

B. The customer is responsible for resolving any hardware issues for servers, which are not maintained by Custom Business Solutions, Inc.