

**ATTACHMENT E
TO
MASTER AGREEMENT**

“PROPERTY LEVEL AGREEMENT”

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INTEGRATED ORDERING TIER 1 PLA (PRICE FIXED FOR 3 YEARS)

ATTACHMENT E
to
MASTER AGREEMENT

“Property Level Agreement”
Mobile Dining

AGREEMENT REFERENCE: Reference is hereby made to that certain Master Agreement (“Agreement”), dated as of April 1, 2016 (“Effective Date”), by and between, Marriott International Administrative Services, Inc., a Delaware corporation having its principal place of business at 10400 Fernwood Road, Bethesda, Maryland 20817, on behalf of itself and its Affiliates (“Marriott”), and IRIS SOFTWARE SYSTEMS LIMITED (“Vendor”), having its principal place of business at 125 Kingsway, Holborn, London, WC2B 6NH, United Kingdom. Capitalized terms used herein without definition shall have the same definitions as those found in the Agreement. In the event of a conflict between the Agreement and this Property Level Agreement, the terms of the Agreement shall control and prevail.

1. ACCEPTANCE OF AGREEMENT; SUBSCRIPTION: The undersigned Property (“Subscriber”) agrees to be bound by the terms and conditions of the Agreement together with all schedules which are hereby incorporated by reference into this Property Level Agreement. The Subscriber shall have all of the rights and obligations of Marriott under the Agreement except as otherwise set forth herein, and Vendor shall have the same rights and obligations vis-à-vis the undersigned Subscriber as it has with respect to Marriott as the named party under the Agreement. Vendor agrees that: (a) the determination to participate hereunder by each Subscriber will be completely voluntary, and (b) as to each Property Level Agreement, only the Subscriber that signs will be liable to Vendor under that Property Level Agreement, and Marriott will not be liable under any Property Level Agreement unless it is signatory thereto.

2. LOCATIONS: The Services may be used by the undersigned Subscriber solely to provide Mobile Dining Application services in the following location (either an address or the name(s) of the Subscriber):

_____.

3. SUBSCRIPTION; FEES: The Services subscribed to by the undersigned together with the fees and the Service Term shall be as follows:

Subscription Fees (by Property/Site; stated in USD [\$])

iRIS and Marriott have agreed a tiered approach to pricing. This PLA is applicable for Tier 1 properties (those with less than or equal to 300 rooms).

Marriott and Vendor shall annually renegotiate pricing for Licensed Services and Vendor shall be obligated to offer the pricing to participating properties.

Tier 1

Monthly fees (stated in USD [\$]):

Description	Basis	Unit Price	Annual Fees
Core Services			
iRiS Core Platform - core guest experience platform & F&B services, Oracle integration, 1 sync, 1000 transactions, 1 outlet	Monthly	\$162.50*	\$1,950*
Optional Add-Ons			
Additional outlet - Upfront purchase – includes 1 sync, 1000 transactions	Monthly	\$81.25	\$975
Additional 1000 Transactions	Monthly Each	\$4	\$48
Guest Directory	Monthly	\$40	\$480

Professional/Configuration Service Fees to be provided by iRiS to each Property/Site signing a Sales Order (stated in USD [\$]):

Description	Basis	Unit Price	One Off Fees
Core Services			
iRiS Core Platform - create single outlet site, set hosting environment and network routing, design and build. Includes 1 day content load (150 items per day) and Oracle integration – iRiS Side	One Off	\$0**	\$0*
Optional Add-Ons			
iRiS Core Platform - Additional Sync	Each	\$5	\$5
iRiS Core Platform – Content Load (Additional days)	Per day (150 items)	\$425	\$425

* The above Professional/Configuration Service Fees are exclusive of third party hardware installation and do not include third party hardware, software, licenses and services, photography, video content, advertising content, integration to systems not specified, accessories not specified, bespoke tailoring of core application or back end screens designed to offer functionality provided by other systems.

** Property will complete customer facing iRiS Core Platform content amends and testing. On request of the property this can be completed by iRiS at the rate card specified.

4. INVOICE TERM

Invoice for annual subscription fees for _____ will be raised immediately, and on the anniversary date thereafter for ongoing annual subscription fees.

Activation Date: *Date of sign up*

5. TERM: The term of this Property Level Agreement shall be for a period of three (3) years commencing on _____ and terminating on _____ (“Initial Subscription Term”). Upon the expiration of the Initial Subscription Term, the Property Level Agreement shall automatically renew for a period of one (1) year unless Subscriber elects not to renew by notifying Vendor of such election in writing at least thirty (30) days prior to the expiration of the Initial Subscription Term. Vendor agrees to notify the subscriber, in writing, 120 days prior to expiration with pending renewal notice.

6. TERM: The term of this Property Level Agreement shall be for a period of three (3) years commencing on _____ and terminating on _____ (“Initial Subscription Term”). Upon the expiration of the Initial Subscription Term, the Property Level Agreement shall automatically renew for a period of one (1) year unless Subscriber elects not to renew by notifying Vendor of such election in writing at least thirty (30) days prior to the expiration of the Initial Subscription Term. Vendor agrees to notify the subscriber, in writing, 120 days prior to expiration with pending renewal notice.

7. Termination by Subscriber for Convenience: Subscriber may terminate this Agreement, applicable attachment or any Transaction Document, within the first six months of the term without cause on 30 day prior written notice without liability to Vendor, except for payment by Subscriber on a pro rata basis for services provided in accordance with the terms of the Agreement or this Property Level Agreement prior to such termination notice. Vendor agrees to refund 40% of the pro-rated fees paid to iRiS for the first year. Except as otherwise instructed by Subscriber and subject to any Transition rights set forth in this Property Level Agreement, immediately upon receipt of such termination notice by Vendor, Vendor shall cease all Services being performed hereunder. With respect to Services provided during the notice period, Subscriber will pay only for Services actually provided in accordance with Subscriber instructions.

8. NOTICE: All notices, requests, instructions, or other documents to be given to the undersigned Subscriber pursuant to the Agreement shall be given in accordance with Section 15.4 of the Agreement to the undersigned at the address set forth below:

[PROPERTY GM/OWNER]

Attn:

Phone:

Fax:

Email:

Billing Contact Name:

Billing Contact Email:

Billing Address:

With a copy to:

Marriott International Administrative Services,
Inc.
10400 Fernwood Road
Bethesda, Maryland 20817
Attn: Vice President, Technology Business
Management
Dept. 52/996.18
Facsimile: 301-380-4909

IRIS SOFTWARE SYSTEMS LIMITED

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

To

**Property Level Agreement
"SUPPORT AND MAINTENANCE SERVICES"**

1. *Telephone Support Service.* Vendor will provide to Subscriber unlimited telephone support ("Telephone Support Service") from 9am EST to 9PM EST ("Telephone Support Hours"). Telephone Support Service will include telephone and research time performed by Vendor's telephone support staff ("Telephone Support Staff"). Subscriber will report Malfunctions by calling the Telephone Support Staff. If a member of the Telephone Support Staff is not immediately available during the Telephone Support Hours, one will be assigned and a call back to Subscriber initiated within thirty (30) minutes of the original call. If the Telephone Support Staff member handling a certain request is unable to provide adequate assistance to Subscriber for such request hereunder, then within two (2) hours following the original request, Vendor will supply one or more alternative Telephone Support Staff members who are able to respond to the request to Subscriber's reasonable satisfaction.
2. *Correction of Malfunctions.* Vendor will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Property Level Agreement.

The definitions of the Malfunction classifications are as follows:

- a) Severity Level 1: A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes an unrecoverable loss or corruption of data.
 - a) Severity Level 2: A problem which causes the Services to be inoperative, disrupted or malfunctioning and which materially interferes with Subscriber's use of the Services.
 - b) Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, including the Documentation, but which causes only a minor impact on Subscriber's use of the Services and for which an acceptable circumvention is available.
 - c) Severity Level 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications.
3. *Procedure.*
 - a) Report of Malfunction. With respect to a report of any Malfunction, Subscriber personnel making such a report will describe to the Telephone Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, with the assistance of the Telephone Support staff members, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.
 - b) Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Subscriber's reasonable satisfaction through communication with the Telephone Support staff within **[P1 – 2 hours ([P2 – 4 Hours])** hours after Vendor receives the description of the Malfunction, Vendor will: (1) immediately escalate the problem to Vendor's customer service management; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to Subscriber of the steps taken and to be taken to resolve the problem, the progress to correction and the estimated time of correction, and update that report every **[P1 – 4 Hours] ([P2 - 1 [day]** until the Critical Malfunction is resolved; and (4) every **[4 [hours]]**, provide increasing levels of technical expertise and Vendor management involvement in finding a solution to the Critical Malfunction until it has been resolved.
 - c) Vendor's Level of Effort. Vendor will work continuously until any Critical Malfunction for which a correction or workaround has not been achieved has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within **[P1 – 5 Days] ([P2 – 14 Days])**, then Vendor will travel to the site of the Malfunction if Subscriber reasonably believes that such travel will increase the probability of expeditious resolution of the Critical Malfunction. Unless otherwise specified by Subscriber, Vendor will work continuously during normal Vendor work hours to resolve any Severity Level 3 Malfunction. Vendor and Subscriber will mutually agree upon a schedule within which to resolve any Severity Level 4 Malfunction.
 - d) Action Required from Vendor. For a Critical Malfunction, Vendor will provide an immediate correction, which Vendor will then promptly add to the appropriate part of the Services for Subscriber to test. For a Severity Level 3 or 4 Malfunction, Vendor will provide a correction as promptly as reasonably achievable, and at Subscriber's request will seek to establish with Subscriber a mutually agreed schedule for the correction to be provided.

4. *DATA BACKUP and ARCHIVES:*

Frequency of backup archives: _____ **[daily/weekly/monthly]**

Archive retention period: _____

5. *DATA DELIVERY:*

Format/Medium: _____

Frequency of Delivery: _____

6. *DISASTER RICOVERY RESTORE TIME:* In the event of a Disaster, the Services will be restored in _____ (hrs./days).

Contact Information for Problem Management This support will be provided by the Vendor contact list and in the order level listed below:

Vendor Contact	Email	Office Phone	Cell Phone
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EXHIBIT B

To

**Property Level Agreement
"SERVICE LEVELS"**

Priority Levels

1.1. The Priority Levels shown in the table above are defined as follows:

1.2. Urgent: Complete degradation –Products cannot be used on any device.

1.3. High: Significant degradation – The Product is unavailable on 30% or more of the installed devices and/or core functionality of the Software is unavailable.

1.4. Medium: Limited degradation – The Product is unavailable on at least two devices but not more than 29.9% of the installed devices and/or integration to a main service is unavailable and/or only limited functionality of Software is available.

1.5. Low: Minor degradation – The Product is unavailable on a single device and/or the problem is of a nature that does not degrade the main functionality of Products, this may include (but not limited to) UI inconsistencies, inability to alter items and delays in notifications and/or alerts.

2. Measurement and service credits

2.1. Response times are measured using iRiS's ticketing support system ("Ticket Support System"), which tracks all issues and problems reported by Property from initial reporting to resolution.

2.2. Property must log all issues on the Ticket Support System. If an Service Level Failure is not raised via a channel set out in Schedule 4 and logged on the Ticket Support System, the targeted response times will not apply.

2.3. If iRiS fails to meet a response times, Property may within ten days request in writing that a service credit be applied to Property's account with full details of the support issue log.

2.4. The following table describes the service credit available to Property as an offset against a monthly License Fee.

2.5. The level of the service credit is calculated depending on the number of hours by which iRiS missed the response time, minus the downtime permitted by the SLA:

Priority level

Service credit per hour (pro-rated to nearest minute)

Urgent

3.0% per hour

High

2.0% per hour

Medium

1.0% per hour

Low

0.5% per hour

2.6. Total aggregate service credits in any fee period is limited to 25% of the total fee for the period.

2.7. Response times are measured during the hours of support as set out in Schedule 4. As an example for this SLA, if an issue is reported at 17:30 with a response time of 60 minutes where the hours of support are 09:00 to 18:00, iRiS has until 09:30 the following day to respond.

2.8. Automated replies from iRiS's ticketing system do not constitute a response under this agreement.

3. Target resolution times

3.1. iRiS will use reasonable endeavour to resolve technical support failures within the following resolution times:

Priority level

Target resolution time

Urgent

8 hours

High

12 hours

Medium

24 hours

Low

120 hours

3.2. Certain technical support failures may require a bug fix or software patch which can only be processed during European business hours.

INTEGRATED ORDERING TIER 2 PLA (PRICE FIXED FOR 3 YEARS)

ATTACHMENT E
to
MASTER AGREEMENT

“Property Level Agreement”
Mobile Dining

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1. ACCEPTANCE OF AGREEMENT; SUBSCRIPTION: The undersigned Property (“Subscriber”) agrees to be bound by the terms and conditions of the Agreement together with all schedules which are hereby incorporated by reference into this Property Level Agreement. The Subscriber shall have all of the rights and obligations of Marriott under the Agreement except as otherwise set forth herein, and Vendor shall have the same rights and obligations vis-à-vis the undersigned Subscriber as it has with respect to Marriott as the named party under the Agreement. Vendor agrees that: (a) the determination to participate hereunder by each Subscriber will be completely voluntary, and (b) as to each Property Level Agreement, only the Subscriber that signs will be liable to Vendor under that Property Level Agreement, and Marriott will not be liable under any Property Level Agreement unless it is signatory thereto.

2. LOCATIONS: The Services may be used by the undersigned Subscriber solely to provide Mobile Dining Application services in the following location (either an address or the name(s) of the Subscriber):

_____.

3. SUBSCRIPTION; FEES: The Services subscribed to by the undersigned together with the fees and the Service Term shall be as follows:

Subscription Fees (by Property/Site; stated in USD [\$])

iRiS and Marriott have agreed a tiered approach to pricing. This PLA is applicable for Tier 2 properties (those with between 301 and 500 rooms).

Marriott and Vendor shall annually renegotiate pricing for Licensed Services and Vendor shall be obligated to offer the pricing to participating properties.

Tier 2

Monthly fees (stated in USD [\$]):

Description	Basis	Unit Price	Annual Fees
Core Services			
iRiS Core Platform - core guest experience platform & F&B services, Oracle integration, 1 sync, 1000 transactions, 1 outlet	Monthly	\$220.84*	\$2,650*
Optional Add-Ons			
Additional outlet - Upfront purchase – includes 1 sync, 1000 transactions	Monthly	\$110.42*	\$1,325*
Additional 1000 Transactions	Monthly Each	\$4	\$48
Guest Directory	Monthly	\$40	\$480

Professional/Configuration Service Fees to be provided by iRiS to each Property/Site signing a Sales Order (stated in USD [\$]):

Description	Basis	Unit Price	One Off Fees
Core Services			
iRiS Core Platform - create single outlet site, set hosting environment and network routing, design and build. Includes 1 day content load (150 items per day) and Oracle integration – iRiS Side	One Off	\$0**	\$0*
Optional Add-Ons			
iRiS Core Platform - Additional Sync	Each	\$5	\$5
iRiS Core Platform – Content Load (Additional days)	Per day (150 items)	\$425	\$425

* The above Professional/Configuration Service Fees are exclusive of third party hardware installation and do not include third party hardware, software, licenses and services, photography, video content, advertising content, integration to systems not specified, accessories not specified, bespoke tailoring of core application or back end screens designed to offer functionality provided by other systems.

** Property will complete customer facing iRiS Core Platform content amends and testing. On request of the property this can be completed by iRiS at the rate card specified.

4. INVOICE TERM

Invoice for annual subscription fees for _____ will be raised immediately, and on the anniversary date thereafter for ongoing annual subscription fees.

Activation Date: *Date of sign up*

5. TERM: The term of this Property Level Agreement shall be for a period of three (3) years commencing on _____ and terminating on _____ (“Initial Subscription Term”). Upon the expiration of the Initial Subscription Term, the Property Level Agreement shall automatically renew for a period of one (1) year unless Subscriber elects not to renew by notifying Vendor of such election in writing at least thirty (30) days prior to the expiration of the Initial Subscription Term. Vendor agrees to notify the subscriber, in writing, 120 days prior to expiration with pending renewal notice.

6. Termination by Subscriber for Convenience: Subscriber may terminate this Agreement, applicable attachment or any Transaction Document, within the first six months of the term without cause on 30 day prior written notice without liability to Vendor, except for payment by Subscriber on a pro rata basis for services provided in accordance with the terms of the Agreement or this Property Level Agreement prior to such termination notice. Vendor agrees to refund 40% of the pro-rated fees paid to iRiS for the first year. Except as otherwise instructed by Subscriber and subject to any Transition rights set forth in this Property Level Agreement, immediately upon receipt of such termination notice by Vendor, Vendor shall cease all Services being performed hereunder. With respect to Services provided during the notice period, Subscriber will pay only for Services actually provided in accordance with Subscriber instructions.

7. NOTICE: All notices, requests, instructions, or other documents to be given to the undersigned Subscriber pursuant to the Agreement shall be given in accordance with Section 15.4 of the Agreement to the undersigned at the address set forth below:

[PROPERTY GM/OWNER]

Attn:

Phone:

Fax:

Email:

Billing Contact Name:

Billing Contact Email:

Billing Address:

With a copy to:

Marriott International Administrative Services,
Inc.
10400 Fernwood Road
Bethesda, Maryland 20817
Attn: Vice President, Technology Business
Management
Dept. 52/996.18
Facsimile: 301-380-4909

IRIS SOFTWARE SYSTEMS LIMITED

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

To

Property Level Agreement
"SUPPORT AND MAINTENANCE SERVICES"

1. *Telephone Support Service.* Vendor will provide to Subscriber unlimited telephone support ("Telephone Support Service") from 9am EST to 9PM EST ("Telephone Support Hours"). Telephone Support Service will include telephone and research time performed by Vendor's telephone support staff ("Telephone Support Staff"). Subscriber will report Malfunctions by calling the Telephone Support Staff. If a member of the Telephone Support Staff is not immediately available during the Telephone Support Hours, one will be assigned and a call back to Subscriber initiated within thirty (30) minutes of the original call. If the Telephone Support Staff member handling a certain request is unable to provide adequate assistance to Subscriber for such request hereunder, then within two (2) hours following the original request, Vendor will supply one or more alternative Telephone Support Staff members who are able to respond to the request to Subscriber's reasonable satisfaction.
2. *Correction of Malfunctions.* Vendor will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Property Level Agreement.

The definitions of the Malfunction classifications are as follows:

- d) Severity Level 1: A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes an unrecoverable loss or corruption of data.
 - e) Severity Level 2: A problem which causes the Services to be inoperative, disrupted or malfunctioning and which materially interferes with Subscriber's use of the Services.
 - f) Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, including the Documentation, but which causes only a minor impact on Subscriber's use of the Services and for which an acceptable circumvention is available.
 - g) Severity Level 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications.
3. *Procedure.*
 - a) Report of Malfunction. With respect to a report of any Malfunction, Subscriber personnel making such a report will describe to the Telephone Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, with the assistance of the Telephone Support staff members, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.
 - b) Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Subscriber's reasonable satisfaction through communication with the Telephone Support staff within **[P1 – 2 hours ([P2 – 4 Hours])** hours after Vendor receives the description of the Malfunction, Vendor will: (1) immediately escalate the problem to Vendor's customer service management; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to Subscriber of the steps taken and to be taken to resolve the problem, the progress to correction and the estimated time of correction, and update that report every **[P1 – 4 Hours] ([P2 - 1 [day]** until the Critical Malfunction is resolved; and (4) every **[4 [hours]]**, provide increasing levels of technical expertise and Vendor management involvement in finding a solution to the Critical Malfunction until it has been resolved.
 - c) Vendor's Level of Effort. Vendor will work continuously until any Critical Malfunction for which a correction or workaround has not been achieved has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within **[P1 – 5 Days] ([P2 – 14 Days])**, then Vendor will travel to the site of the Malfunction if Subscriber reasonably believes that such travel will increase the probability of expeditious resolution of the Critical Malfunction. Unless otherwise specified by Subscriber, Vendor will work continuously during normal Vendor work hours to resolve any Severity Level 3 Malfunction. Vendor and Subscriber will mutually agree upon a schedule within which to resolve any Severity Level 4 Malfunction.
 - d) Action Required from Vendor. For a Critical Malfunction, Vendor will provide an immediate correction, which Vendor will then promptly add to the appropriate part of the Services for Subscriber to test. For a Severity Level 3 or 4 Malfunction, Vendor will provide a correction as promptly as reasonably achievable, and at Subscriber's request will seek to establish with Subscriber a mutually agreed schedule for the correction to be provided.

4. *DATA BACKUP and ARCHIVES:*

Frequency of backup archives: _____ **[daily/weekly/monthly]**

Archive retention period: _____

5. *DATA DELIVERY:*

Format/Medium: _____

Frequency of Delivery: _____

6. *DISASTER RICOVERY RESTORE TIME:* In the event of a Disaster, the Services will be restored in _____ (hrs./days).

Contact Information for Problem Management This support will be provided by the Vendor contact list and in the order level listed below:

Vendor Contact	Email	Office Phone	Cell Phone
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EXHIBIT B
To
Property Level Agreement
“SERVICE LEVELS”

Priority Levels

1.1. The Priority Levels shown in the table above are defined as follows:

1.2. Urgent: Complete degradation –Products cannot be used on any device.

1.3. High: Significant degradation – The Product is unavailable on 30% or more of the installed devices and/or core functionality of the Software is unavailable.

1.4. Medium: Limited degradation – The Product is unavailable on at least two devices but not more than 29.9% of the installed devices and/or integration to a main service is unavailable and/or only limited functionality of Software is available.

1.5. Low: Minor degradation – The Product is unavailable on a single device and/or the problem is of a nature that does not degrade the main functionality of Products, this may include (but not limited to) UI inconsistencies, inability to alter items and delays in notifications and/or alerts.

2. Measurement and service credits

2.1. Response times are measured using iRiS’s ticketing support system (“Ticket Support System”), which tracks all issues and problems reported by Property from initial reporting to resolution.

2.2. Property must log all issues on the Ticket Support System. If an Service Level Failure is not raised via a channel set out in Schedule 4 and logged on the Ticket Support System , the targeted response times will not apply.

2.3. If iRiS fails to meet a response times, Property may within ten days request in writing that a service credit be applied to Property’s account with full details of the support issue log.

2.4. The following table describes the service credit available to Property as an offset against a monthly License Fee.

2.5. The level of the service credit is calculated depending on the number of hours by which iRiS missed the response time, minus the downtime permitted by the SLA:

Priority level

Service credit per hour (pro-rated to nearest minute)

Urgent

3.0% per hour

High

2.0% per hour

Medium

1.0% per hour

Low

0.5% per hour

2.6. Total aggregate service credits in any fee period is limited to 25% of the total fee for the period.

2.7. Response times are measured during the hours of support as set out in Schedule 4. As an example for this SLA, if an issue is reported at 17:30 with a response time of 60 minutes where the hours of support are 09:00 to 18:00, iRiS has until 09:30 the following day to respond.

2.8. Automated replies from iRiS’s ticketing system do not constitute a response under this agreement.

3. Target resolution times

3.1. iRiS will use reasonable endeavour to resolve technical support failures within the following resolution times:

Priority level

Target resolution time

Urgent

8 hours

High

12 hours

Medium

24 hours

Low

120 hours

3.2. Certain technical support failures may require a bug fix or software patch which can only be processed during European business hours.

INTEGRATED ORDERING TIER 3 PLA (PRICE FIXED FOR 3 YEARS)

ATTACHMENT E
to
MASTER AGREEMENT

“Property Level Agreement”
Mobile Dining

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2. LOCATIONS: The Services may be used by the undersigned Subscriber solely to provide Mobile Dining Application services in the following location (either an address or the name(s) of the Subscriber):

_____.

3. SUBSCRIPTION; FEES: The Services subscribed to by the undersigned together with the fees and the Service Term shall be as follows:

Subscription Fees (by Property/Site; stated in USD [\$])

iRiS and Marriott have agreed a tiered approach to pricing. This PLA is applicable for Tier 3 properties (those with more than 500 rooms).

Marriott and Vendor shall annually renegotiate pricing for Licensed Services and Vendor shall be obligated to offer the pricing to participating properties.

Tier 3

Monthly fees (stated in USD [\$]):

Description	Basis	Unit Price	Annual Fees
Core Services			
iRiS Core Platform - core guest experience platform & F&B services, Oracle integration, 1 sync, 1000 transactions, 1 outlet – YEAR 1	Monthly	\$291.67*	\$3,500*
iRiS Core Platform - core guest experience platform & F&B services, Oracle integration, 1 sync, 1000 transactions, 1 outlet – YEAR 2 onwards	Monthly	\$270.83	\$3,250
Optional Add-Ons			
Additional Outlet - Upfront purchase – includes 1 sync, 1000 transactions	Monthly Each	\$145.83	\$1,750
Additional 1000 Transactions	Monthly Each	\$4	\$48
Guest Directory	Monthly	\$40	\$480

Professional/Configuration Service Fees to be provided by iRiS to each Property/Site signing a Sales Order (stated in USD [\$]):

Description	Basis	Unit Price	One Off Fees
Core Services			
iRiS Core Platform - create single outlet site, set hosting environment and network routing, design and build. Includes 1 day content load (150 items per day) and Oracle integration – iRiS Side	One Off	\$0**	\$0**
Optional Add-Ons			
iRiS Core Platform - Additional Sync	Each	\$5	\$5
iRiS Core Platform – Content Load (Additional days)	Per day (150 items)	\$425	\$425

* The above Professional/Configuration Service Fees are exclusive of third party hardware installation and do not include third party hardware, software, licenses and services, photography, video content, advertising content, integration to systems not specified, accessories not specified, bespoke tailoring of core application or back end screens designed to offer functionality provided by other systems.

** Property will complete customer facing iRiS Core Platform content amends and testing. On request of the property this can be completed by iRiS at the rate card specified.

4. INVOICE TERM

Invoice for annual subscription fees for _____ will be raised immediately, and on the anniversary date thereafter for ongoing annual subscription fees.

Activation Date: *Date of sign up*

5. TERM: The term of this Property Level Agreement shall be for a period of three (3) years commencing on _____ and terminating on _____ (“Initial Subscription Term”). Upon the expiration of the Initial Subscription Term, the Property Level Agreement shall automatically renew for a period of one (1) year unless Subscriber elects not to renew by notifying Vendor of such election in writing at least thirty (30) days prior to the expiration of the Initial Subscription Term. Vendor agrees to notify the subscriber, in writing, 120 days prior to expiration with pending renewal notice.

6. Termination by Subscriber for Convenience: Subscriber may terminate this Agreement, applicable attachment or any Transaction Document, within the first six months of the term without cause on 30 day prior written notice without liability to Vendor, except for payment by Subscriber on a pro rata basis for services provided in accordance with the terms of the Agreement or this Property Level Agreement prior to such termination notice. Vendor agrees to refund 40% of the pro-rated fees paid to iRiS for the first year. Except as otherwise instructed by Subscriber and subject to any Transition rights set forth in this Property Level Agreement, immediately upon receipt of such termination notice by Vendor, Vendor shall cease all Services being performed hereunder. With respect to Services provided during the notice period, Subscriber will pay only for Services actually provided in accordance with Subscriber instructions.

7. NOTICE: All notices, requests, instructions, or other documents to be given to the undersigned Subscriber pursuant to the Agreement shall be given in accordance with Section 15.4 of the Agreement to the undersigned at the address set forth below:

[PROPERTY GM/OWNER]

Attn:

Phone:

Fax:

Email:

Billing Contact Name:

Billing Contact Email:

Billing Address:

With a copy to:

Marriott International Administrative Services,
Inc.
10400 Fernwood Road
Bethesda, Maryland 20817
Attn: Vice President, Technology Business
Management
Dept. 52/996.18
Facsimile: 301-380-4909

IRIS SOFTWARE SYSTEMS LIMITED

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

To

Property Level Agreement
"SUPPORT AND MAINTENANCE SERVICES"

1. *Telephone Support Service.* Vendor will provide to Subscriber unlimited telephone support ("Telephone Support Service") from 9am EST to 9PM EST ("Telephone Support Hours"). Telephone Support Service will include telephone and research time performed by Vendor's telephone support staff ("Telephone Support Staff"). Subscriber will report Malfunctions by calling the Telephone Support Staff. If a member of the Telephone Support Staff is not immediately available during the Telephone Support Hours, one will be assigned and a call back to Subscriber initiated within thirty (30) minutes of the original call. If the Telephone Support Staff member handling a certain request is unable to provide adequate assistance to Subscriber for such request hereunder, then within two (2) hours following the original request, Vendor will supply one or more alternative Telephone Support Staff members who are able to respond to the request to Subscriber's reasonable satisfaction.
2. *Correction of Malfunctions.* Vendor will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Property Level Agreement.

The definitions of the Malfunction classifications are as follows:

- h) Severity Level 1: A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes an unrecoverable loss or corruption of data.
 - i) Severity Level 2: A problem which causes the Services to be inoperative, disrupted or malfunctioning and which materially interferes with Subscriber's use of the Services.
 - j) Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, including the Documentation, but which causes only a minor impact on Subscriber's use of the Services and for which an acceptable circumvention is available.
 - k) Severity Level 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications.
3. *Procedure.*
 - a) Report of Malfunction. With respect to a report of any Malfunction, Subscriber personnel making such a report will describe to the Telephone Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, with the assistance of the Telephone Support staff members, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.
 - b) Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Subscriber's reasonable satisfaction through communication with the Telephone Support staff within [P1 – 2 hours ([P2 – 4 Hours])] hours after Vendor receives the description of the Malfunction, Vendor will: (1) immediately escalate the problem to Vendor's customer service management; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to Subscriber of the steps taken and to be taken to resolve the problem, the progress to correction and the estimated time of correction, and update that report every [P1 – 4 Hours] ([P2 - 1 [day] until the Critical Malfunction is resolved; and (4) every [4 [hours]], provide increasing levels of technical expertise and Vendor management involvement in finding a solution to the Critical Malfunction until it has been resolved.
 - c) Vendor's Level of Effort. Vendor will work continuously until any Critical Malfunction for which a correction or workaround has not been achieved has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within [P1 – 5 Days] ([P2 – 14 Days]), then Vendor will travel to the site of the Malfunction if Subscriber reasonably believes that such travel will increase the probability of expeditious resolution of the Critical Malfunction. Unless otherwise specified by Subscriber, Vendor will work continuously during normal Vendor work hours to resolve any Severity Level 3 Malfunction. Vendor and Subscriber will mutually agree upon a schedule within which to resolve any Severity Level 4 Malfunction.
 - d) Action Required from Vendor. For a Critical Malfunction, Vendor will provide an immediate correction, which Vendor will then promptly add to the appropriate part of the Services for Subscriber to test. For a Severity Level 3 or 4 Malfunction, Vendor will provide a correction as promptly as reasonably achievable, and at Subscriber's request will seek to establish with Subscriber a mutually agreed schedule for the correction to be provided.

4. DATA BACKUP and ARCHIVES:

Frequency of backup archives: _____ [daily/weekly/monthly]

Archive retention period: _____

5. DATA DELIVERY:

Format/Medium: _____

Frequency of Delivery: _____

6. DISASTER RICOVERY RESTORE TIME: In the event of a Disaster, the Services will be restored in _____ (hrs./days).

Contact Information for Problem Management This support will be provided by the Vendor contact list and in the order level listed below:

Vendor Contact	Email	Office Phone	Cell Phone
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EXHIBIT B
To
Property Level Agreement
“SERVICE LEVELS”

Priority Levels

1.1. The Priority Levels shown in the table above are defined as follows:

- 1.2. Urgent: Complete degradation –Products cannot be used on any device.
- 1.3. High: Significant degradation – The Product is unavailable on 30% or more of the installed devices and/or core functionality of the Software is unavailable.
- 1.4. Medium: Limited degradation – The Product is unavailable on at least two devices but not more than 29.9% of the installed devices and/or integration to a main service is unavailable and/or only limited functionality of Software is available.
- 1.5. Low: Minor degradation – The Product is unavailable on a single device and/or the problem is of a nature that does not degrade the main functionality of Products, this may include (but not limited to) UI inconsistencies, inability to alter items and delays in notifications and/or alerts.

2. Measurement and service credits

- 2.1. Response times are measured using iRiS’s ticketing support system (“Ticket Support System”), which tracks all issues and problems reported by Property from initial reporting to resolution.
- 2.2. Property must log all issues on the Ticket Support System. If an Service Level Failure is not raised via a channel set out in Schedule 4 and logged on the Ticket Support System , the targeted response times will not apply.
- 2.3. If iRiS fails to meet a response times, Property may within ten days request in writing that a service credit be applied to Property’s account with full details of the support issue log.
- 2.4. The following table describes the service credit available to Property as an offset against a monthly License Fee.
- 2.5. The level of the service credit is calculated depending on the number of hours by which iRiS missed the response time, minus the downtime permitted by the SLA:

Priority level	Service credit per hour (pro-rated to nearest minute)
Urgent	3.0% per hour
High	2.0% per hour
Medium	1.0% per hour
Low	0.5% per hour

- 2.6. Total aggregate service credits in any fee period is limited to 25% of the total fee for the period.
- 2.7. Response times are measured during the hours of support as set out in Schedule 4. As an example for this SLA, if an issue is reported at 17:30 with a response time of 60 minutes where the hours of support are 09:00 to 18:00, iRiS has until 09:30 the following day to respond.
- 2.8. Automated replies from iRiS’s ticketing system do not constitute a response under this agreement.

3. Target resolution times

3.1. iRiS will use reasonable endeavour to resolve technical support failures within the following resolution times:

Priority level	Target resolution time
Urgent	8 hours
High	12 hours
Medium	24 hours
Low	120 hours

3.2. Certain technical support failures may require a bug fix or software patch which can only be processed during European business hours.

DIGITAL MENU PLA (PRICE FIXED FOR 1 YEAR)

ATTACHMENT E
to
MASTER AGREEMENT

“Property Level Agreement”
Digital Menu

AGREEMENT REFERENCE: Reference is hereby made to that certain Master Agreement (“Agreement”), dated as of April 1, 2016 (“Effective Date”), by and between, Marriott International Administrative Services, Inc., a Delaware corporation having its principal place of business at 10400 Fernwood Road, Bethesda, Maryland 20817, on behalf of itself and its Affiliates (“Marriott”), and IRIS SOFTWARE SYSTEMS LIMITED (“Vendor”), having its principal place of business at 125 Kingsway, Holborn, London, WC2B 6NH, United Kingdom. Capitalized terms used herein without definition shall have the same definitions as those found in the Agreement. In the event of a conflict between the Agreement and this Property Level Agreement, the terms of the Agreement shall control and prevail.

1. ACCEPTANCE OF AGREEMENT; SUBSCRIPTION: The undersigned Property (“Subscriber”) agrees to be bound by the terms and conditions of the Agreement together with all schedules which are hereby incorporated by reference into this Property Level Agreement. The Subscriber shall have all of the rights and obligations of Marriott under the Agreement except as otherwise set forth herein, and Vendor shall have the same rights and obligations vis-à-vis the undersigned Subscriber as it has with respect to Marriott as the named party under the Agreement. Vendor agrees that: (a) the determination to participate hereunder by each Subscriber will be completely voluntary, and (b) as to each Property Level Agreement, only the Subscriber that signs will be liable to Vendor under that Property Level Agreement, and Marriott will not be liable under any Property Level Agreement unless it is signatory thereto.

2. LOCATIONS: The Services may be used by the undersigned Subscriber solely to provide Digital Menu Application services in the following location (either an address or the name(s) of the Subscriber):

_____.

3. SUBSCRIPTION; FEES: The Services subscribed to by the undersigned together with the fees and the Service Term shall be as follows:

Subscription Fees (by Property/Site; stated in USD [\$])

iRiS and Marriott have agreed a flat approach to pricing. This PLA is applicable for all properties.

Marriott and Vendor shall annually renegotiate pricing for Licensed Services and Vendor shall be obligated to offer the pricing to participating properties.

Monthly fees (stated in USD [\$]):

Description	Basis	Unit Price	Annual Fees
iRiS Core Platform – view menu only for up to five outlets (no ordering)	Monthly	\$60*	\$720*
Optional Add-Ons			
Guest Directory	Monthly	\$40	\$480

Optional Professional/Configuration Service Fees to be provided by iRiS to each Property/Site signing a Sales Order (stated in USD [\$]):

Description	Basis	Unit Price
iRiS Core Platform – Ad-hoc Content Load assistance	Per hour	\$75

* The above Professional/Configuration Service Fees are exclusive of third party hardware installation and do not include third party hardware, software, licenses and services, photography, video content, advertising content, integration to systems not specified, accessories not specified, bespoke tailoring of core application or back end screens designed to offer functionality provided by other systems.

** Property will complete customer facing iRiS Core Platform content amends and testing. On request of the property this can be completed by iRiS at the rate card specified.

4. INVOICE TERM

Invoice for annual subscription fees for _____ will be raised immediately, and on the anniversary date thereafter for ongoing annual subscription fees.

Activation Date: *Date of sign up*

5. TERM: The term of this Property Level Agreement shall be for a period of one (1) year commencing on _____ and terminating on _____ (“Initial Subscription Term”). Upon the expiration of the Initial Subscription Term, the Property Level Agreement shall automatically renew for a period of one (1) year unless Subscriber elects not to renew by notifying Vendor of such election in writing at least thirty (30) days prior to the expiration of the Initial Subscription Term. Vendor agrees to notify the subscriber, in writing, 120 days prior to expiration with pending renewal notice.

6. NOTICE: All notices, requests, instructions, or other documents to be given to the undersigned Subscriber pursuant to the Agreement shall be given in accordance with Section 15.4 of the Agreement to the undersigned at the address set forth below:

[PROPERTY GM/OWNER]

Attn:

Phone:

Fax:

Email:

Billing Contact Name:

Billing Contact Email:

Billing Address:

With a copy to:

Marriott International Administrative Services,
Inc.
10400 Fernwood Road
Bethesda, Maryland 20817
Attn: Vice President, Technology Business
Management
Dept. 52/996.18
Facsimile: 301-380-4909

IRIS SOFTWARE SYSTEMS LIMITED

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

To

Property Level Agreement "SUPPORT AND MAINTENANCE SERVICES"

1. *Telephone Support Service.* Vendor will provide to Subscriber unlimited telephone support ("Telephone Support Service") from 9am EST to 9PM EST ("Telephone Support Hours"). Telephone Support Service will include telephone and research time performed by Vendor's telephone support staff ("Telephone Support Staff"). Subscriber will report Malfunctions by calling the Telephone Support Staff. If a member of the Telephone Support Staff is not immediately available during the Telephone Support Hours, one will be assigned and a call back to Subscriber initiated within thirty (30) minutes of the original call. If the Telephone Support Staff member handling a certain request is unable to provide adequate assistance to Subscriber for such request hereunder, then within two (2) hours following the original request, Vendor will supply one or more alternative Telephone Support Staff members who are able to respond to the request to Subscriber's reasonable satisfaction.

2. *Correction of Malfunctions.* Vendor will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Property Level Agreement.

The definitions of the Malfunction classifications are as follows:

- l) Severity Level 1: A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes an unrecoverable loss or corruption of data.
- m) Severity Level 2: A problem which causes the Services to be inoperative, disrupted or malfunctioning and which materially interferes with Subscriber's use of the Services.
- n) Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, including the Documentation, but which causes only a minor impact on Subscriber's use of the Services and for which an acceptable circumvention is available.
- o) Severity Level 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications.

3. Procedure.

- a) Report of Malfunction. With respect to a report of any Malfunction, Subscriber personnel making such a report will describe to the Telephone Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, with the assistance of the Telephone Support staff members, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.
- b) Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Subscriber's reasonable satisfaction through communication with the Telephone Support staff within **[P1 – 2 hours (P2 – 4 Hours)]** hours after Vendor receives the description of the Malfunction, Vendor will: (1) immediately escalate the problem to Vendor's customer service management; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to Subscriber of the steps taken and to be taken to resolve the problem, the progress to correction and the estimated time of correction, and update that report every **[P1 – 4 Hours] (P2 - 1 [day])** until the Critical Malfunction is resolved; and (4) every **[4 [hours]]**, provide increasing levels of technical expertise and Vendor management involvement in finding a solution to the Critical Malfunction until it has been resolved.
- c) Vendor's Level of Effort. Vendor will work continuously until any Critical Malfunction for which a correction or workaround has not been achieved has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within **[P1 – 5 Days] (P2 – 14 Days)**, then Vendor will travel to the site of the Malfunction if Subscriber reasonably believes that such travel will increase the probability of expeditious resolution of the Critical Malfunction. Unless otherwise specified by Subscriber, Vendor will work continuously during normal Vendor work hours to resolve any Severity Level 3 Malfunction. Vendor and Subscriber will mutually agree upon a schedule within which to resolve any Severity Level 4 Malfunction.
- d) Action Required from Vendor. For a Critical Malfunction, Vendor will provide an immediate correction, which Vendor will then promptly add to the appropriate part of the Services for Subscriber to test. For a Severity Level 3 or 4 Malfunction, Vendor will provide a correction as promptly as reasonably achievable, and at Subscriber's request will seek to establish with Subscriber a mutually agreed schedule for the correction to be provided.

EXHIBIT B

To

Property Level Agreement

“SERVICE LEVELS”

Priority Levels

- 1.1. The Priority Levels shown in the table above are defined as follows:
- 1.2. Urgent: Complete degradation –Products cannot be used on any device.
- 1.3. High: Significant degradation – The Product is unavailable on 30% or more of the installed devices and/or core functionality of the Software is unavailable.
- 1.4. Medium: Limited degradation – The Product is unavailable on at least two devices but not more than 29.9% of the installed devices and/or integration to a main service is unavailable and/or only limited functionality of Software is available.
- 1.5. Low: Minor degradation – The Product is unavailable on a single device and/or the problem is of a nature that does not degrade the main functionality of Products, this may include (but not limited to) UI inconsistencies, inability to alter items and delays in notifications and/or alerts.

2. Measurement and service credits

- 2.1. Response times are measured using iRiS’s ticketing support system (“Ticket Support System”), which tracks all issues and problems reported by Property from initial reporting to resolution.
- 2.2. Property must log all issues on the Ticket Support System. If an Service Level Failure is not raised via a channel set out in Schedule 4 and logged on the Ticket Support System , the targeted response times will not apply.
- 2.3. If iRiS fails to meet an response times, Property may within ten days request in writing that a service credit be applied to Property’s account with full details of the support issue log.
- 2.4. The following table describes the service credit available to Property as an offset against a monthly License Fee.
- 2.5. The level of the service credit is calculated depending on the number of hours by which iRiS missed the response time, minus the downtime permitted by the SLA:

Priority level

Service credit per hour (pro-rated to nearest minute)

Urgent

3.0% per hour

High

2.0% per hour

Medium

1.0% per hour

Low

0.5% per hour

- 2.6. Total aggregate service credits in any fee period is limited to 25% of the total fee for the period.
- 2.7. Response times are measured during the hours of support as set out in Schedule 4. As an example for this SLA, if an issue is reported at 17:30 with a response time of 60 minutes where the hours of support are 09:00 to 18:00, iRiS has until 09:30 the following day to respond.
- 2.8. Automated replies from iRiS’s ticketing system do not constitute a response under this agreement.

3. Target resolution times

- 3.1. iRiS will use reasonable endeavour to resolve technical support failures within the following resolution times:

Priority level

Target resolution time

Urgent

8 hours

High

12 hours

Medium

24 hours

Low

120 hours

- 3.2. Certain technical support failures may require a bug fix or software patch which can only be processed during European business hours.

DIGITAL MENU PLA (PRICE FIXED FOR 3 YEARS)

ATTACHMENT E
to
MASTER AGREEMENT

“Property Level Agreement”
Digital Menu

AGREEMENT REFERENCE: Reference is hereby made to that certain Master Agreement (“Agreement”), dated as of April 1, 2016 (“Effective Date”), by and between, Marriott International Administrative Services, Inc., a Delaware corporation having its principal place of business at 10400 Fernwood Road, Bethesda, Maryland 20817, on behalf of itself and its Affiliates (“Marriott”), and IRIS SOFTWARE SYSTEMS LIMITED (“Vendor”), having its principal place of business at 125 Kingsway, Holborn, London, WC2B 6NH, United Kingdom. Capitalized terms used herein without definition shall have the same definitions as those found in the Agreement. In the event of a conflict between the Agreement and this Property Level Agreement, the terms of the Agreement shall control and prevail.

1. ACCEPTANCE OF AGREEMENT; SUBSCRIPTION: The undersigned Property (“Subscriber”) agrees to be bound by the terms and conditions of the Agreement together with all schedules which are hereby incorporated by reference into this Property Level Agreement. The Subscriber shall have all of the rights and obligations of Marriott under the Agreement except as otherwise set forth herein, and Vendor shall have the same rights and obligations vis-à-vis the undersigned Subscriber as it has with respect to Marriott as the named party under the Agreement. Vendor agrees that: (a) the determination to participate hereunder by each Subscriber will be completely voluntary, and (b) as to each Property Level Agreement, only the Subscriber that signs will be liable to Vendor under that Property Level Agreement, and Marriott will not be liable under any Property Level Agreement unless it is signatory thereto.

2. LOCATIONS: The Services may be used by the undersigned Subscriber solely to provide Digital Menu Application services in the following location (either an address or the name(s) of the Subscriber):

_____.

3. SUBSCRIPTION; FEES: The Services subscribed to by the undersigned together with the fees and the Service Term shall be as follows:

Subscription Fees (by Property/Site; stated in USD [\$])

iRiS and Marriott have agreed a flat approach to pricing. This PLA is applicable for all properties.

Marriott and Vendor shall annually renegotiate pricing for Licensed Services and Vendor shall be obligated to offer the pricing to participating properties.

Monthly fees (stated in USD [\$]):

Description	Basis	Unit Price	Annual Fees
iRiS Core Platform – view menu only for up to five outlets (no ordering)	Monthly	\$60*	\$720*
Optional Add-Ons			
Guest Directory	Monthly	\$40	\$480

Optional Professional/Configuration Service Fees to be provided by iRiS to each Property/Site signing a Sales Order (stated in USD [\$]):

Description	Basis	Unit Price
iRiS Core Platform – Ad-hoc Content Load assistance	Per hour	\$75

* The above Professional/Configuration Service Fees are exclusive of third party hardware installation and do not include third party hardware, software, licenses and services, photography, video content, advertising content, integration to systems not specified, accessories not specified, bespoke tailoring of core application or back end screens designed to offer functionality provided by other systems.

** Property will complete customer facing iRiS Core Platform content amends and testing. On request of the property this can be completed by iRiS at the rate card specified.

4. INVOICE TERM

Invoice for annual subscription fees for _____ will be raised immediately, and on the anniversary date thereafter for ongoing annual subscription fees.

Activation Date: *Date of sign up*

5. TERM: The term of this Property Level Agreement shall be for a period of three (3) years commencing on _____ and terminating on _____ (“Initial Subscription Term”). Upon the expiration of the Initial Subscription Term, the Property Level Agreement shall automatically renew for a period of one (1) year unless Subscriber elects not to renew by notifying Vendor of such election in writing at least thirty (30) days prior to the expiration of the Initial Subscription Term. Vendor agrees to notify the subscriber, in writing, 120 days prior to expiration with pending renewal notice.

6. NOTICE: All notices, requests, instructions, or other documents to be given to the undersigned Subscriber pursuant to the Agreement shall be given in accordance with Section 15.4 of the Agreement to the undersigned at the address set forth below:

[PROPERTY GM/OWNER]

Attn:

Phone:

Fax:

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Billing Contact Name:

Billing Contact Email:

Billing Address:

With a copy to:

Marriott International Administrative Services,
Inc.
10400 Fernwood Road
Bethesda, Maryland 20817
Attn: Vice President, Technology Business
Management
Dept. 52/996.18
Facsimile: 301-380-4909

IRIS SOFTWARE SYSTEMS LIMITED

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

To

Property Level Agreement "SUPPORT AND MAINTENANCE SERVICES"

1. *Telephone Support Service.* Vendor will provide to Subscriber unlimited telephone support ("Telephone Support Service") from 9am EST to 9PM EST ("Telephone Support Hours"). Telephone Support Service will include telephone and research time performed by Vendor's telephone support staff ("Telephone Support Staff"). Subscriber will report Malfunctions by calling the Telephone Support Staff. If a member of the Telephone Support Staff is not immediately available during the Telephone Support Hours, one will be assigned and a call back to Subscriber initiated within thirty (30) minutes of the original call. If the Telephone Support Staff member handling a certain request is unable to provide adequate assistance to Subscriber for such request hereunder, then within two (2) hours following the original request, Vendor will supply one or more alternative Telephone Support Staff members who are able to respond to the request to Subscriber's reasonable satisfaction.
2. *Correction of Malfunctions.* Vendor will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Property Level Agreement.

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 - r) Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, including the Documentation, but which causes only a minor impact on Subscriber's use of the Services and for which an acceptable circumvention is available.
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 - a) Report of Malfunction. With respect to a report of any Malfunction, Subscriber personnel making such a report will describe to the Telephone Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, with the assistance of the Telephone Support staff members, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.
 - b) Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Subscriber's reasonable satisfaction through communication with the Telephone Support staff within **[P1 – 2 hours ([P2 – 4 Hours])** hours after Vendor receives the description of the Malfunction, Vendor will: (1) immediately escalate the problem to Vendor's customer service management; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to Subscriber of the steps taken and to be taken to resolve the problem, the progress to correction and the estimated time of correction, and update that report every **[P1 – 4 Hours] ([P2 - 1 [day])** until the Critical Malfunction is resolved; and (4) every **[4 [hours]]**, provide increasing levels of technical expertise and Vendor management involvement in finding a solution to the Critical Malfunction until it has been resolved.
 - c) Vendor's Level of Effort. Vendor will work continuously until any Critical Malfunction for which a correction or workaround has not been achieved has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within **[P1 – 5 Days] ([P2 – 14 Days])**, then Vendor will travel to the site of the Malfunction if Subscriber reasonably believes that such travel will increase the probability of expeditious resolution of the Critical Malfunction. Unless otherwise specified by Subscriber, Vendor will work continuously during normal Vendor work hours to resolve any Severity Level 3 Malfunction. Vendor and Subscriber will mutually agree upon a schedule within which to resolve any Severity Level 4 Malfunction.
 - d) Action Required from Vendor. For a Critical Malfunction, Vendor will provide an immediate correction, which Vendor will then promptly add to the appropriate part of the Services for Subscriber to test. For a Severity Level 3 or 4 Malfunction, Vendor will provide a correction as promptly as reasonably achievable, and at Subscriber's request will seek to establish with Subscriber a mutually agreed schedule for the correction to be provided.

EXHIBIT B

To

Property Level Agreement

“SERVICE LEVELS”

Priority Levels

1.1. The Priority Levels shown in the table above are defined as follows:

1.2. Urgent: Complete degradation –Products cannot be used on any device.

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1.4. Medium: Limited degradation – The Product is unavailable on at least two devices but not more than 29.9% of the installed devices and/or integration to a main service is unavailable and/or only limited functionality of Software is available.

1.5. Low: Minor degradation – The Product is unavailable on a single device and/or the problem is of a nature that does not degrade the main functionality of Products, this may include (but not limited to) UI inconsistencies, inability to alter items and delays in notifications and/or alerts.

2. Measurement and service credits

2.1. Response times are measured using iRIS’s ticketing support system (“Ticket Support System”), which tracks all issues and problems reported by Property from initial reporting to resolution.

2.2. Property must log all issues on the Ticket Support System. If an Service Level Failure is not raised via a channel set out in Schedule 4 and logged on the Ticket Support System , the targeted response times will not apply.

2.3. If iRIS fails to meet an response times, Property may within ten days request in writing that a service credit be applied to Property’s account with full details of the support issue log.

2.4. The following table describes the service credit available to Property as an offset against a monthly License Fee.

2.5. The level of the service credit is calculated depending on the number of hours by which iRIS missed the response time, minus the downtime permitted by the SLA:

Priority level

Service credit per hour (pro-rated to nearest minute)

Urgent

3.0% per hour

High

2.0% per hour

Medium

1.0% per hour

Low

0.5% per hour

2.6. Total aggregate service credits in any fee period is limited to 25% of the total fee for the period.

2.7. Response times are measured during the hours of support as set out in Schedule 4. As an example for this SLA, if an issue is reported at 17:30 with a response time of 60 minutes where the hours of support are 09:00 to 18:00, iRIS has until 09:30 the following day to respond.

2.8. Automated replies from iRIS’s ticketing system do not constitute a response under this agreement.

3. Target resolution times

3.1. iRIS will use reasonable endeavour to resolve technical support failures within the following resolution times:

Priority level

Target resolution time

Urgent

8 hours

High

12 hours

Medium

24 hours

Low

120 hours

3.2. Certain technical support failures may require a bug fix or software patch which can only be processed during European business hours.

NON-INTEGRATED ORDERING UP TO 5 OUTLETS PLA (PRICE FIXED FOR 1 YEAR)

ATTACHMENT E
to
MASTER AGREEMENT

“Property Level Agreement”
Non-integrated Mobile Dining

AGREEMENT REFERENCE: Reference is hereby made to that certain Master Agreement (“Agreement”), dated as of April 1, 2016 (“Effective Date”), by and between, Marriott International Administrative Services, Inc., a Delaware corporation having its principal place of business at 10400 Fernwood Road, Bethesda, Maryland 20817, on behalf of itself and its Affiliates (“Marriott”), and IRIS SOFTWARE SYSTEMS LIMITED (“Vendor”), having its principal place of business at 125 Kingsway, Holborn, London, WC2B 6NH, United Kingdom. Capitalized terms used herein without definition shall have the same definitions as those found in the Agreement. In the event of a conflict between the Agreement and this Property Level Agreement, the terms of the Agreement shall control and prevail.

1. ACCEPTANCE OF AGREEMENT; SUBSCRIPTION: The undersigned Property (“Subscriber”) agrees to be bound by the terms and conditions of the Agreement together with all schedules which are hereby incorporated by reference into this Property Level Agreement. The Subscriber shall have all of the rights and obligations of Marriott under the Agreement except as otherwise set forth herein, and Vendor shall have the same rights and obligations vis-à-vis the undersigned Subscriber as it has with respect to Marriott as the named party under the Agreement. Vendor agrees that: (a) the determination to participate hereunder by each Subscriber will be completely voluntary, and (b) as to each Property Level Agreement, only the Subscriber that signs will be liable to Vendor under that Property Level Agreement, and Marriott will not be liable under any Property Level Agreement unless it is signatory thereto.

2. LOCATIONS: The Services may be used by the undersigned Subscriber solely to provide Mobile Dining Application services in the following location (either an address or the name(s) of the Subscriber):

_____.

3. SUBSCRIPTION; FEES: The Services subscribed to by the undersigned together with the fees and the Service Term shall be as follows:

Subscription Fees (by Property/Site; stated in USD [\$])

iRiS and Marriott have agreed a flat approach to pricing.

Marriott and Vendor shall annually renegotiate pricing for Licensed Services and Vendor shall be obligated to offer the pricing to participating properties.

Non-integrated Properties

Monthly fees (stated in USD [\$]):

Description	Basis	Unit Price	Annual Fees
Core Services			
iRiS Core Platform - core guest experience platform & F&B services, 1000 transactions, 1 outlet	Monthly	\$120*	\$1,440
Optional Add-Ons			
Additional outlet – purchased simultaneously with first outlet above – 1000 transactions	Monthly	\$80	\$960
Additional 1000 Transactions	Monthly Each	\$4	\$48
Guest Directory	Monthly	\$40	\$480

Professional/Configuration Service Fees to be provided by iRiS to each Property/Site signing a Sales Order (stated in USD [\$]):

Description	Basis	Unit Price
Core Services		
iRiS Core Platform - create single outlet site	One Off	\$0**
Optional Add-Ons		
iRiS Core Platform – Ad-hoc Content Load assistance	Per hour	\$75

* The above Professional/Configuration Service Fees are exclusive of third party hardware installation and do not include third party hardware, software, licenses and services, photography, video content, advertising content, integration to systems not specified, accessories not specified, bespoke tailoring of core application or back end screens designed to offer functionality provided by other systems.

** Property will complete customer facing iRiS Core Platform content amends and testing. On request of the property this can be completed by iRiS at the rate card specified.

4. INVOICE TERM

Invoice for annual subscription fees for _____ will be raised immediately, and on the anniversary date thereafter for ongoing annual subscription fees.

Activation Date: *Date of sign up*

5. TERM: The term of this Property Level Agreement shall be for a period of One (1) year Commencing on _____ and terminating on _____ (“Initial Subscription Term”). Upon the expiration of the Initial Subscription Term, the Property Level Agreement shall automatically renew for a period of one (1) year unless Subscriber elects not to renew by notifying Vendor of such election in writing at least thirty (30) days prior to the expiration of the Initial Subscription Term. Vendor agrees to notify the subscriber, in writing, 120 days prior to expiration with pending renewal notice.

6. NOTICE: All notices, requests, instructions, or other documents to be given to the undersigned Subscriber pursuant to the Agreement shall be given in accordance with Section 15.4 of the Agreement to the undersigned at the address set forth below:

[PROPERTY GM/OWNER]

Attn:

Phone:

Fax:

Email:

Billing Contact Name

Billing Contact Email:

Billing Address:

With a copy to:

Marriott International Administrative Services,
Inc.
10400 Fernwood Road
Bethesda, Maryland 20817
Attn: Vice President, Technology Business
Management
Dept. 52/996.18
Facsimile: 301-380-4909

IRIS SOFTWARE SYSTEMS LIMITED

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

To

Property Level Agreement "SUPPORT AND MAINTENANCE SERVICES"

1. *Telephone Support Service.* Vendor will provide to Subscriber unlimited telephone support ("Telephone Support Service") from 9am EST to 9PM EST ("Telephone Support Hours"). Telephone Support Service will include telephone and research time performed by Vendor's telephone support staff ("Telephone Support Staff"). Subscriber will report Malfunctions by calling the Telephone Support Staff. If a member of the Telephone Support Staff is not immediately available during the Telephone Support Hours, one will be assigned and a call back to Subscriber initiated within thirty (30) minutes of the original call. If the Telephone Support Staff member handling a certain request is unable to provide adequate assistance to Subscriber for such request hereunder, then within two (2) hours following the original request, Vendor will supply one or more alternative Telephone Support Staff members who are able to respond to the request to Subscriber's reasonable satisfaction.
2. *Correction of Malfunctions.* Vendor will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Property Level Agreement.

The definitions of the Malfunction classifications are as follows:

- t) Severity Level 1: A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes an unrecoverable loss or corruption of data.
 - u) Severity Level 2: A problem which causes the Services to be inoperative, disrupted or malfunctioning and which materially interferes with Subscriber's use of the Services.
 - v) Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, including the Documentation, but which causes only a minor impact on Subscriber's use of the Services and for which an acceptable circumvention is available.
 - w) Severity Level 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications.
3. *Procedure.*
 - a) Report of Malfunction. With respect to a report of any Malfunction, Subscriber personnel making such a report will describe to the Telephone Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, with the assistance of the Telephone Support staff members, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.
 - b) Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Subscriber's reasonable satisfaction through communication with the Telephone Support staff within **[P1 – 2 hours ([P2 – 4 Hours])** hours after Vendor receives the description of the Malfunction, Vendor will: (1) immediately escalate the problem to Vendor's customer service management; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to Subscriber of the steps taken and to be taken to resolve the problem, the progress to correction and the estimated time of correction, and update that report every **[P1 – 4 Hours] ([P2 - 1 [day]** until the Critical Malfunction is resolved; and (4) every **[4 [hours]]**, provide increasing levels of technical expertise and Vendor management involvement in finding a solution to the Critical Malfunction until it has been resolved.
 - c) Vendor's Level of Effort. Vendor will work continuously until any Critical Malfunction for which a correction or workaround has not been achieved has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within **[P1 – 5 Days] ([P2 – 14 Days])**, then Vendor will travel to the site of the Malfunction if Subscriber reasonably believes that such travel will increase the probability of expeditious resolution of the Critical Malfunction. Unless otherwise specified by Subscriber, Vendor will work continuously during normal Vendor work hours to resolve any Severity Level 3 Malfunction. Vendor and Subscriber will mutually agree upon a schedule within which to resolve any Severity Level 4 Malfunction.
 - d) Action Required from Vendor. For a Critical Malfunction, Vendor will provide an immediate correction, which Vendor will then promptly add to the appropriate part of the Services for Subscriber to test. For a Severity Level 3 or 4 Malfunction, Vendor will provide a correction as promptly as reasonably achievable, and at Subscriber's request will seek to establish with Subscriber a mutually agreed schedule for the correction to be provided.

EXHIBIT B
To
Property Level Agreement
“SERVICE LEVELS”

Priority Levels

- 1.1. The Priority Levels shown in the table above are defined as follows:
- 1.2. Urgent: Complete degradation –Products cannot be used on any device.
- 1.3. High: Significant degradation – The Product is unavailable on 30% or more of the installed devices and/or core functionality of the Software is unavailable.
- 1.4. Medium: Limited degradation – The Product is unavailable on at least two devices but not more than 29.9% of the installed devices and/or integration to a main service is unavailable and/or only limited functionality of Software is available.
- 1.5. Low: Minor degradation – The Product is unavailable on a single device and/or the problem is of a nature that does not degrade the main functionality of Products, this may include (but not limited to) UI inconsistencies, inability to alter items and delays in notifications and/or alerts.

2. Measurement and service credits

- 2.1. Response times are measured using iRiS’s ticketing support system (“Ticket Support System”), which tracks all issues and problems reported by Property from initial reporting to resolution.
- 2.2. Property must log all issues on the Ticket Support System. If an Service Level Failure is not raised via a channel set out in Schedule 4 and logged on the Ticket Support System , the targeted response times will not apply.
- 2.3. If iRiS fails to meet an response times, Property may within ten days request in writing that a service credit be applied to Property’s account with full details of the support issue log.
- 2.4. The following table describes the service credit available to Property as an offset against a monthly License Fee.
- 2.5. The level of the service credit is calculated depending on the number of hours by which iRiS missed the response time, minus the downtime permitted by the SLA:

Priority level	Service credit per hour (pro-rated to nearest minute)
Urgent	3.0% per hour
High	2.0% per hour
Medium	1.0% per hour
Low	0.5% per hour

- 2.6. Total aggregate service credits in any fee period is limited to 25% of the total fee for the period.
- 2.7. Response times are measured during the hours of support as set out in Schedule 4. As an example for this SLA, if an issue is reported at 17:30 with a response time of 60 minutes where the hours of support are 09:00 to 18:00, iRiS has until 09:30 the following day to respond.
- 2.8. Automated replies from iRiS’s ticketing system do not constitute a response under this agreement.

3. Target resolution times

- 3.1. iRiS will use reasonable endeavour to resolve technical support failures within the following resolution times:

Priority level	Target resolution time
Urgent	8 hours
High	12 hours
Medium	24 hours
Low	120 hours

- 3.2. Certain technical support failures may require a bug fix or software patch which can only be processed during European business hours.

NON-INTEGRATED ORDERING UP TO 5 OUTLETS PLA (PRICE FIXED FOR 3 YEARS)

ATTACHMENT E
to
MASTER AGREEMENT

“Property Level Agreement”
Non-integrated Mobile Dining

AGREEMENT REFERENCE: Reference is hereby made to that certain Master Agreement (“Agreement”), dated as of April 1, 2016 (“Effective Date”), by and between, Marriott International Administrative Services, Inc., a Delaware corporation having its principal place of business at 10400 Fernwood Road, Bethesda, Maryland 20817, on behalf of itself and its Affiliates (“Marriott”), and IRIS SOFTWARE SYSTEMS LIMITED (“Vendor”), having its principal place of business at 125 Kingsway, Holborn, London, WC2B 6NH, United Kingdom. Capitalized terms used herein without definition shall have the same definitions as those found in the Agreement. In the event of a conflict between the Agreement and this Property Level Agreement, the terms of the Agreement shall control and prevail.

1. ACCEPTANCE OF AGREEMENT; SUBSCRIPTION: The undersigned Property (“Subscriber”) agrees to be bound by the terms and conditions of the Agreement together with all schedules which are hereby incorporated by reference into this Property Level Agreement. The Subscriber shall have all of the rights and obligations of Marriott under the Agreement except as otherwise set forth herein, and Vendor shall have the same rights and obligations vis-à-vis the undersigned Subscriber as it has with respect to Marriott as the named party under the Agreement. Vendor agrees that: (a) the determination to participate hereunder by each Subscriber will be completely voluntary, and (b) as to each Property Level Agreement, only the Subscriber that signs will be liable to Vendor under that Property Level Agreement, and Marriott will not be liable under any Property Level Agreement unless it is signatory thereto.

2. LOCATIONS: The Services may be used by the undersigned Subscriber solely to provide Mobile Dining Application services in the following location (either an address or the name(s) of the Subscriber):

_____.

3. SUBSCRIPTION; FEES: The Services subscribed to by the undersigned together with the fees and the Service Term shall be as follows:

Subscription Fees (by Property/Site; stated in USD [\$])

iRiS and Marriott have agreed a flat approach to pricing.

Marriott and Vendor shall annually renegotiate pricing for Licensed Services and Vendor shall be obligated to offer the pricing to participating properties.

Non-integrated Properties

Monthly fees (stated in USD [\$]):

Description	Basis	Unit Price	Annual Fees
Core Services			
iRiS Core Platform - core guest experience platform & F&B services, 1000 transactions, 1 outlet	Monthly	\$120*	\$1,440
Optional Add-Ons			
Additional outlet – purchased simultaneously with first outlet above – 1000 transactions	Monthly	\$80	\$960
Additional 1000 Transactions	Monthly Each	\$4	\$48
Guest Directory	Monthly	\$40	\$480

Professional/Configuration Service Fees to be provided by iRiS to each Property/Site signing a Sales Order (stated in USD [\$]):

Description	Basis	Unit Price
Core Services		
iRiS Core Platform - create single outlet site	One Off	\$0**
Optional Add-Ons		
iRiS Core Platform – Ad-hoc Content Load assistance	Per hour	\$75

* The above Professional/Configuration Service Fees are exclusive of third party hardware installation and do not include third party hardware, software, licenses and services, photography, video content, advertising content, integration to systems not specified, accessories not specified, bespoke tailoring of core application or back end screens designed to offer functionality provided by other systems.

** Property will complete customer facing iRiS Core Platform content amends and testing. On request of the property this can be completed by iRiS at the rate card specified.

4. INVOICE TERM

Invoice for annual subscription fees for _____ will be raised immediately, and on the anniversary date thereafter for ongoing annual subscription fees.

Activation Date: *Date of sign up.*

5. TERM: The term of this Property Level Agreement shall be for a period of three (3) years commencing on _____ and terminating on _____ (“Initial Subscription Term”). Upon the expiration of the Initial Subscription Term, the Property Level Agreement shall automatically renew for a period of one (1) year unless Subscriber elects not to renew by notifying Vendor of such election in writing at least thirty (30) days prior to the expiration of the Initial Subscription Term. Vendor agrees to notify the subscriber, in writing, 120 days prior to expiration with pending renewal notice.

6. NOTICE: All notices, requests, instructions, or other documents to be given to the undersigned Subscriber pursuant to the Agreement shall be given in accordance with Section 15.4 of the Agreement to the undersigned at the address set forth below:

[PROPERTY GM/OWNER]

Attn:

Phone:

Fax:

Email:

Billing Contact Name:

Billing Contact Email:

Billing Address:

With a copy to:

Marriott International Administrative Services,
Inc.
10400 Fernwood Road
Bethesda, Maryland 20817
Attn: Vice President, Technology Business
Management
Dept. 52/996.18
Facsimile: 301-380-4909

IRIS SOFTWARE SYSTEMS LIMITED

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

To

Property Level Agreement "SUPPORT AND MAINTENANCE SERVICES"

1. *Telephone Support Service.* Vendor will provide to Subscriber unlimited telephone support ("Telephone Support Service") from 9am EST to 9PM EST ("Telephone Support Hours"). Telephone Support Service will include telephone and research time performed by Vendor's telephone support staff ("Telephone Support Staff"). Subscriber will report Malfunctions by calling the Telephone Support Staff. If a member of the Telephone Support Staff is not immediately available during the Telephone Support Hours, one will be assigned and a call back to Subscriber initiated within thirty (30) minutes of the original call. If the Telephone Support Staff member handling a certain request is unable to provide adequate assistance to Subscriber for such request hereunder, then within two (2) hours following the original request, Vendor will supply one or more alternative Telephone Support Staff members who are able to respond to the request to Subscriber's reasonable satisfaction.
2. *Correction of Malfunctions.* Vendor will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Property Level Agreement.

The definitions of the Malfunction classifications are as follows:

- x) Severity Level 1: A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes an unrecoverable loss or corruption of data.
 - y) Severity Level 2: A problem which causes the Services to be inoperative, disrupted or malfunctioning and which materially interferes with Subscriber's use of the Services.
 - z) Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, including the Documentation, but which causes only a minor impact on Subscriber's use of the Services and for which an acceptable circumvention is available.
 - aa) Severity Level 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications.
3. *Procedure.*
 - a) Report of Malfunction. With respect to a report of any Malfunction, Subscriber personnel making such a report will describe to the Telephone Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, with the assistance of the Telephone Support staff members, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.
 - b) Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Subscriber's reasonable satisfaction through communication with the Telephone Support staff within **[P1 – 2 hours ([P2 – 4 Hours])** hours after Vendor receives the description of the Malfunction, Vendor will: (1) immediately escalate the problem to Vendor's customer service management; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to Subscriber of the steps taken and to be taken to resolve the problem, the progress to correction and the estimated time of correction, and update that report every **[P1 – 4 Hours] ([P2 - 1 [day]** until the Critical Malfunction is resolved; and (4) every **[4 [hours]]**, provide increasing levels of technical expertise and Vendor management involvement in finding a solution to the Critical Malfunction until it has been resolved.
 - c) Vendor's Level of Effort. Vendor will work continuously until any Critical Malfunction for which a correction or workaround has not been achieved has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within **[P1 – 5 Days] ([P2 – 14 Days])**, then Vendor will travel to the site of the Malfunction if Subscriber reasonably believes that such travel will increase the probability of expeditious resolution of the Critical Malfunction. Unless otherwise specified by Subscriber, Vendor will work continuously during normal Vendor work hours to resolve any Severity Level 3 Malfunction. Vendor and Subscriber will mutually agree upon a schedule within which to resolve any Severity Level 4 Malfunction.
 - d) Action Required from Vendor. For a Critical Malfunction, Vendor will provide an immediate correction, which Vendor will then promptly add to the appropriate part of the Services for Subscriber to test. For a Severity Level 3 or 4 Malfunction, Vendor will provide a correction as promptly as reasonably achievable, and at Subscriber's request will seek to establish with Subscriber a mutually agreed schedule for the correction to be provided.

EXHIBIT B
To
Property Level Agreement
“SERVICE LEVELS”

Priority Levels

- 1.1. The Priority Levels shown in the table above are defined as follows:
- 1.2. Urgent: Complete degradation –Products cannot be used on any device.
- 1.3. High: Significant degradation – The Product is unavailable on 30% or more of the installed devices and/or core functionality of the Software is unavailable.
- 1.4. Medium: Limited degradation – The Product is unavailable on at least two devices but not more than 29.9% of the installed devices and/or integration to a main service is unavailable and/or only limited functionality of Software is available.
- 1.5. Low: Minor degradation – The Product is unavailable on a single device and/or the problem is of a nature that does not degrade the main functionality of Products, this may include (but not limited to) UI inconsistencies, inability to alter items and delays in notifications and/or alerts.

2. Measurement and service credits

- 2.1. Response times are measured using iRiS’s ticketing support system (“Ticket Support System”), which tracks all issues and problems reported by Property from initial reporting to resolution.
- 2.2. Property must log all issues on the Ticket Support System. If an Service Level Failure is not raised via a channel set out in Schedule 4 and logged on the Ticket Support System , the targeted response times will not apply.
- 2.3. If iRiS fails to meet an response times, Property may within ten days request in writing that a service credit be applied to Property’s account with full details of the support issue log.
- 2.4. The following table describes the service credit available to Property as an offset against a monthly License Fee.
- 2.5. The level of the service credit is calculated depending on the number of hours by which iRiS missed the response time, minus the downtime permitted by the SLA:

Priority level

Service credit per hour (pro-rated to nearest minute)

Urgent

3.0% per hour

High

2.0% per hour

Medium

1.0% per hour

Low

0.5% per hour

- 2.6. Total aggregate service credits in any fee period is limited to 25% of the total fee for the period.
- 2.7. Response times are measured during the hours of support as set out in Schedule 4. As an example for this SLA, if an issue is reported at 17:30 with a response time of 60 minutes where the hours of support are 09:00 to 18:00, iRiS has until 09:30 the following day to respond.
- 2.8. Automated replies from iRiS’s ticketing system do not constitute a response under this agreement.

3. Target resolution times

- 3.1. iRiS will use reasonable endeavour to resolve technical support failures within the following resolution times:

Priority level

Target resolution time

Urgent

8 hours

High

12 hours

Medium

24 hours

Low

120 hours

- 3.2. Certain technical support failures may require a bug fix or software patch which can only be processed during European business hours.

NON-INTEGRATED ORDERING UP TO 10 OUTLETS PLA (PRICE FIXED FOR 1 YEAR)

ATTACHMENT E
to
MASTER AGREEMENT

“Property Level Agreement”
Non-integrated Mobile Dining

AGREEMENT REFERENCE: Reference is hereby made to that certain Master Agreement (“Agreement”), dated as of April 1, 2016 (“Effective Date”), by and between, Marriott International Administrative Services, Inc., a Delaware corporation having its principal place of business at 10400 Fernwood Road, Bethesda, Maryland 20817, on behalf of itself and its Affiliates (“Marriott”), and IRIS SOFTWARE SYSTEMS LIMITED (“Vendor”), having its principal place of business at 125 Kingsway, Holborn, London, WC2B 6NH, United Kingdom. Capitalized terms used herein without definition shall have the same definitions as those found in the Agreement. In the event of a conflict between the Agreement and this Property Level Agreement, the terms of the Agreement shall control and prevail.

1. ACCEPTANCE OF AGREEMENT; SUBSCRIPTION: The undersigned Property (“Subscriber”) agrees to be bound by the terms and conditions of the Agreement together with all schedules which are hereby incorporated by reference into this Property Level Agreement. The Subscriber shall have all of the rights and obligations of Marriott under the Agreement except as otherwise set forth herein, and Vendor shall have the same rights and obligations vis-à-vis the undersigned Subscriber as it has with respect to Marriott as the named party under the Agreement. Vendor agrees that: (a) the determination to participate hereunder by each Subscriber will be completely voluntary, and (b) as to each Property Level Agreement, only the Subscriber that signs will be liable to Vendor under that Property Level Agreement, and Marriott will not be liable under any Property Level Agreement unless it is signatory thereto.

2. LOCATIONS: The Services may be used by the undersigned Subscriber solely to provide Mobile Dining Application services in the following location (either an address or the name(s) of the Subscriber):

_____.

3. SUBSCRIPTION; FEES: The Services subscribed to by the undersigned together with the fees and the Service Term shall be as follows:

Subscription Fees (by Property/Site; stated in USD [\$])

iRiS and Marriott have agreed a flat approach to pricing.

Marriott and Vendor shall annually renegotiate pricing for Licensed Services and Vendor shall be obligated to offer the pricing to participating properties.

Non-integrated Properties

Monthly fees (stated in USD [\$]):

Description	Basis	Unit Price	Annual Fees
Core Services			
iRiS Core Platform - core guest experience platform & F&B services, 1000 transactions, up to 10 outlets	Monthly	\$600*	\$7,200
Optional Add-Ons			
Additional outlet – purchased simultaneously with first outlet above – 1000 transactions	Monthly	\$80	\$960
Additional 1000 Transactions	Monthly Each	\$4	\$48
Guest Directory	Monthly	\$40	\$480

Professional/Configuration Service Fees to be provided by iRiS to each Property/Site signing a Sales Order (stated in USD [\$]):

Description	Basis	Unit Price
Core Services		
iRiS Core Platform - create up to 10 outlet sites	One Off	\$0**
Optional Add-Ons		
iRiS Core Platform – Ad-hoc Content Load assistance	Per hour	\$75

* The above Professional/Configuration Service Fees are exclusive of third party hardware installation and do not include third party hardware, software, licenses and services, photography, video content, advertising content, integration to systems not specified, accessories not specified, bespoke tailoring of core application or back end screens designed to offer functionality provided by other systems.

** Property will complete customer facing iRiS Core Platform content amends and testing. On request of the property this can be completed by iRiS at the rate card specified.

4. INVOICE TERM

Invoice for annual subscription fees for _____ will be raised immediately, and on the anniversary date thereafter for ongoing annual subscription fees.

Activation Date: *Date of sign up*

5. TERM: The term of this Property Level Agreement shall be for a period of One (1) year Commencing on _____ and terminating on _____ (“Initial Subscription Term”). Upon the expiration of the Initial Subscription Term, the Property Level Agreement shall automatically renew for a period of one (1) year unless Subscriber elects not to renew by notifying Vendor of such election in writing at least thirty (30) days prior to the expiration of the Initial Subscription Term. Vendor agrees to notify the subscriber, in writing, 120 days prior to expiration with pending renewal notice.

6. NOTICE: All notices, requests, instructions, or other documents to be given to the undersigned Subscriber pursuant to the Agreement shall be given in accordance with Section 15.4 of the Agreement to the undersigned at the address set forth below:

[PROPERTY GM/OWNER]

Attn:

Phone:

Fax:

Email:

Billing Contact Name:

Billing Contact Email:

Billing Address:

With a copy to:

Marriott International Administrative Services,
Inc.
10400 Fernwood Road
Bethesda, Maryland 20817
Attn: Vice President, Technology Business
Management
Dept. 52/996.18
Facsimile: 301-380-4909

IRIS SOFTWARE SYSTEMS LIMITED

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

To

Property Level Agreement "SUPPORT AND MAINTENANCE SERVICES"

1. *Telephone Support Service.* Vendor will provide to Subscriber unlimited telephone support ("Telephone Support Service") from 9am EST to 9PM EST ("Telephone Support Hours"). Telephone Support Service will include telephone and research time performed by Vendor's telephone support staff ("Telephone Support Staff"). Subscriber will report Malfunctions by calling the Telephone Support Staff. If a member of the Telephone Support Staff is not immediately available during the Telephone Support Hours, one will be assigned and a call back to Subscriber initiated within thirty (30) minutes of the original call. If the Telephone Support Staff member handling a certain request is unable to provide adequate assistance to Subscriber for such request hereunder, then within two (2) hours following the original request, Vendor will supply one or more alternative Telephone Support Staff members who are able to respond to the request to Subscriber's reasonable satisfaction.
2. *Correction of Malfunctions.* Vendor will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Property Level Agreement.

The definitions of the Malfunction classifications are as follows:

- bb) Severity Level 1: A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes an unrecoverable loss or corruption of data.
 - cc) Severity Level 2: A problem which causes the Services to be inoperative, disrupted or malfunctioning and which materially interferes with Subscriber's use of the Services.
 - dd) Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, including the Documentation, but which causes only a minor impact on Subscriber's use of the Services and for which an acceptable circumvention is available.
 - ee) Severity Level 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications.
3. *Procedure.*
 - a) Report of Malfunction. With respect to a report of any Malfunction, Subscriber personnel making such a report will describe to the Telephone Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, with the assistance of the Telephone Support staff members, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.
 - b) Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Subscriber's reasonable satisfaction through communication with the Telephone Support staff within **[P1 – 2 hours ([P2 – 4 Hours])** hours after Vendor receives the description of the Malfunction, Vendor will: (1) immediately escalate the problem to Vendor's customer service management; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to Subscriber of the steps taken and to be taken to resolve the problem, the progress to correction and the estimated time of correction, and update that report every **[P1 – 4 Hours] ([P2 - 1 [day]** until the Critical Malfunction is resolved; and (4) every **[4 [hours]]**, provide increasing levels of technical expertise and Vendor management involvement in finding a solution to the Critical Malfunction until it has been resolved.
 - c) Vendor's Level of Effort. Vendor will work continuously until any Critical Malfunction for which a correction or workaround has not been achieved has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within **[P1 – 5 Days] ([P2 – 14 Days])**, then Vendor will travel to the site of the Malfunction if Subscriber reasonably believes that such travel will increase the probability of expeditious resolution of the Critical Malfunction. Unless otherwise specified by Subscriber, Vendor will work continuously during normal Vendor work hours to resolve any Severity Level 3 Malfunction. Vendor and Subscriber will mutually agree upon a schedule within which to resolve any Severity Level 4 Malfunction.
 - d) Action Required from Vendor. For a Critical Malfunction, Vendor will provide an immediate correction, which Vendor will then promptly add to the appropriate part of the Services for Subscriber to test. For a Severity Level 3 or 4 Malfunction, Vendor will provide a correction as promptly as reasonably achievable, and at Subscriber's request will seek to establish with Subscriber a mutually agreed schedule for the correction to be provided.

EXHIBIT B
To
Property Level Agreement
“SERVICE LEVELS”

Priority Levels

- 1.1. The Priority Levels shown in the table above are defined as follows:
- 1.2. Urgent: Complete degradation –Products cannot be used on any device.
- 1.3. High: Significant degradation – The Product is unavailable on 30% or more of the installed devices and/or core functionality of the Software is unavailable.
- 1.4. Medium: Limited degradation – The Product is unavailable on at least two devices but not more than 29.9% of the installed devices and/or integration to a main service is unavailable and/or only limited functionality of Software is available.
- 1.5. Low: Minor degradation – The Product is unavailable on a single device and/or the problem is of a nature that does not degrade the main functionality of Products, this may include (but not limited to) UI inconsistencies, inability to alter items and delays in notifications and/or alerts.

2. Measurement and service credits

- 2.1. Response times are measured using iRiS’s ticketing support system (“Ticket Support System”), which tracks all issues and problems reported by Property from initial reporting to resolution.
- 2.2. Property must log all issues on the Ticket Support System. If an Service Level Failure is not raised via a channel set out in Schedule 4 and logged on the Ticket Support System , the targeted response times will not apply.
- 2.3. If iRiS fails to meet an response times, Property may within ten days request in writing that a service credit be applied to Property’s account with full details of the support issue log.
- 2.4. The following table describes the service credit available to Property as an offset against a monthly License Fee.
- 2.5. The level of the service credit is calculated depending on the number of hours by which iRiS missed the response time, minus the downtime permitted by the SLA:

Priority level

Service credit per hour (pro-rated to nearest minute)

Urgent

3.0% per hour

High

2.0% per hour

Medium

1.0% per hour

Low

0.5% per hour

- 2.6. Total aggregate service credits in any fee period is limited to 25% of the total fee for the period.
- 2.7. Response times are measured during the hours of support as set out in Schedule 4. As an example for this SLA, if an issue is reported at 17:30 with a response time of 60 minutes where the hours of support are 09:00 to 18:00, iRiS has until 09:30 the following day to respond.
- 2.8. Automated replies from iRiS’s ticketing system do not constitute a response under this agreement.

3. Target resolution times

- 3.1. iRiS will use reasonable endeavour to resolve technical support failures within the following resolution times:

Priority level

Target resolution time

Urgent

8 hours

High

12 hours

Medium

24 hours

Low

120 hours

- 3.2. Certain technical support failures may require a bug fix or software patch which can only be processed during European business hours.

NON-INTEGRATED ORDERING UP TO 10 OUTLETS PLA (PRICE FIXED FOR 3 YEARS)

ATTACHMENT E
to
MASTER AGREEMENT

“Property Level Agreement”
Non-integrated Mobile Dining

AGREEMENT REFERENCE: Reference is hereby made to that certain Master Agreement (“Agreement”), dated as of April 1, 2016 (“Effective Date”), by and between, Marriott International Administrative Services, Inc., a Delaware corporation having its principal place of business at 10400 Fernwood Road, Bethesda, Maryland 20817, on behalf of itself and its Affiliates (“Marriott”), and IRIS SOFTWARE SYSTEMS LIMITED (“Vendor”), having its principal place of business at 125 Kingsway, Holborn, London, WC2B 6NH, United Kingdom. Capitalized terms used herein without definition shall have the same definitions as those found in the Agreement. In the event of a conflict between the Agreement and this Property Level Agreement, the terms of the Agreement shall control and prevail.

1. ACCEPTANCE OF AGREEMENT; SUBSCRIPTION: The undersigned Property (“Subscriber”) agrees to be bound by the terms and conditions of the Agreement together with all schedules which are hereby incorporated by reference into this Property Level Agreement. The Subscriber shall have all of the rights and obligations of Marriott under the Agreement except as otherwise set forth herein, and Vendor shall have the same rights and obligations vis-à-vis the undersigned Subscriber as it has with respect to Marriott as the named party under the Agreement. Vendor agrees that: (a) the determination to participate hereunder by each Subscriber will be completely voluntary, and (b) as to each Property Level Agreement, only the Subscriber that signs will be liable to Vendor under that Property Level Agreement, and Marriott will not be liable under any Property Level Agreement unless it is signatory thereto.

2. LOCATIONS: The Services may be used by the undersigned Subscriber solely to provide Mobile Dining Application services in the following location (either an address or the name(s) of the Subscriber):

_____.

3. SUBSCRIPTION; FEES: The Services subscribed to by the undersigned together with the fees and the Service Term shall be as follows:

Subscription Fees (by Property/Site; stated in USD [\$])

iRiS and Marriott have agreed a flat approach to pricing.

Marriott and Vendor shall annually renegotiate pricing for Licensed Services and Vendor shall be obligated to offer the pricing to participating properties.

Non-integrated Properties

Monthly fees (stated in USD [\$]):

Description	Basis	Unit Price	Annual Fees
Core Services			
iRiS Core Platform - core guest experience platform & F&B services, 1000 transactions, up to 10 outlets	Monthly	\$600*	\$7,200
Optional Add-Ons			
Additional outlet – purchased simultaneously with first outlet above – 1000 transactions	Monthly	\$80	\$960
Additional 1000 Transactions	Monthly Each	\$4	\$48
Guest Directory	Monthly	\$40	\$480

Professional/Configuration Service Fees to be provided by iRiS to each Property/Site signing a Sales Order (stated in USD [\$]):

Description	Basis	Unit Price
Core Services		
iRiS Core Platform - create up to 10 outlet sites	One Off	\$0**
Optional Add-Ons		
iRiS Core Platform – Ad-hoc Content Load assistance	Per hour	\$75

* The above Professional/Configuration Service Fees are exclusive of third party hardware installation and do not include third party hardware, software, licenses and services, photography, video content, advertising content, integration to systems not specified, accessories not specified, bespoke tailoring of core application or back end screens designed to offer functionality provided by other systems.

** Property will complete customer facing iRiS Core Platform content amends and testing. On request of the property this can be completed by iRiS at the rate card specified.

4. INVOICE TERM

Invoice for annual subscription fees for _____ will be raised immediately, and on the anniversary date thereafter for ongoing annual subscription fees.

Activation Date: *Date of sign up.*

5. **TERM:** The term of this Property Level Agreement shall be for a period of three (3) years commencing on _____ and terminating on _____ (“Initial Subscription Term”). Upon the expiration of the Initial Subscription Term, the Property Level Agreement shall automatically renew for a period of one (1) year unless Subscriber elects not to renew by notifying Vendor of such election in writing at least thirty (30) days prior to the expiration of the Initial Subscription Term. Vendor agrees to notify the subscriber, in writing, 120 days prior to expiration with pending renewal notice.

6. **NOTICE:** All notices, requests, instructions, or other documents to be given to the undersigned Subscriber pursuant to the Agreement shall be given in accordance with Section 15.4 of the Agreement to the undersigned at the address set forth below:

[PROPERTY GM/OWNER]

Attn:

Phone:

Fax:

Email:

Billing Contact Name:

Billing Contact Email:

Billing Address:

With a copy to:

Marriott International Administrative Services,
Inc.
10400 Fernwood Road
Bethesda, Maryland 20817
Attn: Vice President, Technology Business
Management
Dept. 52/996.18
Facsimile: 301-380-4909

IRIS SOFTWARE SYSTEMS LIMITED

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

To

Property Level Agreement "SUPPORT AND MAINTENANCE SERVICES"

1. *Telephone Support Service.* Vendor will provide to Subscriber unlimited telephone support ("Telephone Support Service") from 9am EST to 9PM EST ("Telephone Support Hours"). Telephone Support Service will include telephone and research time performed by Vendor's telephone support staff ("Telephone Support Staff"). Subscriber will report Malfunctions by calling the Telephone Support Staff. If a member of the Telephone Support Staff is not immediately available during the Telephone Support Hours, one will be assigned and a call back to Subscriber initiated within thirty (30) minutes of the original call. If the Telephone Support Staff member handling a certain request is unable to provide adequate assistance to Subscriber for such request hereunder, then within two (2) hours following the original request, Vendor will supply one or more alternative Telephone Support Staff members who are able to respond to the request to Subscriber's reasonable satisfaction.
2. *Correction of Malfunctions.* Vendor will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Property Level Agreement.

The definitions of the Malfunction classifications are as follows:

- ff) Severity Level 1: A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes an unrecoverable loss or corruption of data.
 - gg) Severity Level 2: A problem which causes the Services to be inoperative, disrupted or malfunctioning and which materially interferes with Subscriber's use of the Services.
 - hh) Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, including the Documentation, but which causes only a minor impact on Subscriber's use of the Services and for which an acceptable circumvention is available.
 - ii) Severity Level 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications.
3. *Procedure.*
 - a) Report of Malfunction. With respect to a report of any Malfunction, Subscriber personnel making such a report will describe to the Telephone Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, with the assistance of the Telephone Support staff members, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.
 - b) Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Subscriber's reasonable satisfaction through communication with the Telephone Support staff within **[P1 – 2 hours ([P2 – 4 Hours])** hours after Vendor receives the description of the Malfunction, Vendor will: (1) immediately escalate the problem to Vendor's customer service management; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to Subscriber of the steps taken and to be taken to resolve the problem, the progress to correction and the estimated time of correction, and update that report every **[P1 – 4 Hours] ([P2 - 1 [day]** until the Critical Malfunction is resolved; and (4) every **[4 [hours]]**, provide increasing levels of technical expertise and Vendor management involvement in finding a solution to the Critical Malfunction until it has been resolved.
 - c) Vendor's Level of Effort. Vendor will work continuously until any Critical Malfunction for which a correction or workaround has not been achieved has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within **[P1 – 5 Days] ([P2 – 14 Days])**, then Vendor will travel to the site of the Malfunction if Subscriber reasonably believes that such travel will increase the probability of expeditious resolution of the Critical Malfunction. Unless otherwise specified by Subscriber, Vendor will work continuously during normal Vendor work hours to resolve any Severity Level 3 Malfunction. Vendor and Subscriber will mutually agree upon a schedule within which to resolve any Severity Level 4 Malfunction.
 - d) Action Required from Vendor. For a Critical Malfunction, Vendor will provide an immediate correction, which Vendor will then promptly add to the appropriate part of the Services for Subscriber to test. For a Severity Level 3 or 4 Malfunction, Vendor will provide a correction as promptly as reasonably achievable, and at Subscriber's request will seek to establish with Subscriber a mutually agreed schedule for the correction to be provided.

EXHIBIT B
To
Property Level Agreement
“SERVICE LEVELS”

Priority Levels

- 1.1. The Priority Levels shown in the table above are defined as follows:
- 1.2. Urgent: Complete degradation –Products cannot be used on any device.
- 1.3. High: Significant degradation – The Product is unavailable on 30% or more of the installed devices and/or core functionality of the Software is unavailable.
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2. Measurement and service credits

- 2.1. Response times are measured using iRiS’s ticketing support system (“Ticket Support System”), which tracks all issues and problems reported by Property from initial reporting to resolution.
- 2.2. Property must log all issues on the Ticket Support System. If an Service Level Failure is not raised via a channel set out in Schedule 4 and logged on the Ticket Support System , the targeted response times will not apply.
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- 2.4. The following table describes the service credit available to Property as an offset against a monthly License Fee.
- 2.5. The level of the service credit is calculated depending on the number of hours by which iRiS missed the response time, minus the downtime permitted by the SLA:

Priority level

Service credit per hour (pro-rated to nearest minute)

Urgent

3.0% per hour

High

2.0% per hour

Medium

1.0% per hour

Low

0.5% per hour

- 2.6. Total aggregate service credits in any fee period is limited to 25% of the total fee for the period.
- 2.7. Response times are measured during the hours of support as set out in Schedule 4. As an example for this SLA, if an issue is reported at 17:30 with a response time of 60 minutes where the hours of support are 09:00 to 18:00, iRiS has until 09:30 the following day to respond.
- 2.8. Automated replies from iRiS’s ticketing system do not constitute a response under this agreement.

3. Target resolution times

- 3.1. iRiS will use reasonable endeavour to resolve technical support failures within the following resolution times:

Priority level

Target resolution time

Urgent

8 hours

High

12 hours

Medium

24 hours

Low

120 hours

- 3.2. Certain technical support failures may require a bug fix or software patch which can only be processed during European business hours.

NON-INTEGRATED ORDERING UP TO 20 OUTLETS PLA (PRICE FIXED FOR 1 YEAR)

ATTACHMENT E
to
MASTER AGREEMENT

“Property Level Agreement”
Non-integrated Mobile Dining

AGREEMENT REFERENCE: Reference is hereby made to that certain Master Agreement (“Agreement”), dated as of April 1, 2016 (“Effective Date”), by and between, Marriott International Administrative Services, Inc., a Delaware corporation having its principal place of business at 10400 Fernwood Road, Bethesda, Maryland 20817, on behalf of itself and its Affiliates (“Marriott”), and IRIS SOFTWARE SYSTEMS LIMITED (“Vendor”), having its principal place of business at 125 Kingsway, Holborn, London, WC2B 6NH, United Kingdom. Capitalized terms used herein without definition shall have the same definitions as those found in the Agreement. In the event of a conflict between the Agreement and this Property Level Agreement, the terms of the Agreement shall control and prevail.

1. ACCEPTANCE OF AGREEMENT; SUBSCRIPTION: The undersigned Property (“Subscriber”) agrees to be bound by the terms and conditions of the Agreement together with all schedules which are hereby incorporated by reference into this Property Level Agreement. The Subscriber shall have all of the rights and obligations of Marriott under the Agreement except as otherwise set forth herein, and Vendor shall have the same rights and obligations vis-à-vis the undersigned Subscriber as it has with respect to Marriott as the named party under the Agreement. Vendor agrees that: (a) the determination to participate hereunder by each Subscriber will be completely voluntary, and (b) as to each Property Level Agreement, only the Subscriber that signs will be liable to Vendor under that Property Level Agreement, and Marriott will not be liable under any Property Level Agreement unless it is signatory thereto.

2. LOCATIONS: The Services may be used by the undersigned Subscriber solely to provide Mobile Dining Application services in the following location (either an address or the name(s) of the Subscriber):

_____.

3. SUBSCRIPTION; FEES: The Services subscribed to by the undersigned together with the fees and the Service Term shall be as follows:

Subscription Fees (by Property/Site; stated in USD [\$])

iRiS and Marriott have agreed a flat approach to pricing.

Marriott and Vendor shall annually renegotiate pricing for Licensed Services and Vendor shall be obligated to offer the pricing to participating properties.

Non-integrated Properties

Monthly fees (stated in USD [\$]):

Description	Basis	Unit Price	Annual Fees
Core Services			
iRiS Core Platform - core guest experience platform & F&B services, 1000 transactions, up to 20 outlets	Monthly	\$800*	\$9,600
Optional Add-Ons			
Additional outlet – purchased simultaneously with first outlet above – 1000 transactions	Monthly	\$80	\$960
Additional 1000 Transactions	Monthly Each	\$4	\$48
Guest Directory	Monthly	\$40	\$480

Professional/Configuration Service Fees to be provided by iRiS to each Property/Site signing a Sales Order (stated in USD [\$]):

Description	Basis	Unit Price
Core Services		
iRiS Core Platform - create up to 20 outlet sites	One Off	\$0**
Optional Add-Ons		
iRiS Core Platform – Ad-hoc Content Load assistance	Per hour	\$75

* The above Professional/Configuration Service Fees are exclusive of third party hardware installation and do not include third party hardware, software, licenses and services, photography, video content, advertising content, integration to systems not specified, accessories not specified, bespoke tailoring of core application or back end screens designed to offer functionality provided by other systems.

** Property will complete customer facing iRiS Core Platform content amends and testing. On request of the property this can be completed by iRiS at the rate card specified.

4. INVOICE TERM

Invoice for annual subscription fees for _____ will be raised immediately, and on the anniversary date thereafter for ongoing annual subscription fees.

Activation Date: *Date of sign up*

5. TERM: The term of this Property Level Agreement shall be for a period of One (1) year Commencing on _____ and terminating on _____ (“Initial Subscription Term”). Upon the expiration of the Initial Subscription Term, the Property Level Agreement shall automatically renew for a period of one (1) year unless Subscriber elects not to renew by notifying Vendor of such election in writing at least thirty (30) days prior to the expiration of the Initial Subscription Term. Vendor agrees to notify the subscriber, in writing, 120 days prior to expiration with pending renewal notice.

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[PROPERTY GM/OWNER]

Attn:

Phone:

Fax:

Email:

Billing Contact Name:

Billing Contact Email:

Billing Address:

With a copy to:

Marriott International Administrative Services,
Inc.
10400 Fernwood Road
Bethesda, Maryland 20817
Attn: Vice President, Technology Business
Management
Dept. 52/996.18
Facsimile: 301-380-4909

IRIS SOFTWARE SYSTEMS LIMITED

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

To

Property Level Agreement "SUPPORT AND MAINTENANCE SERVICES"

1. *Telephone Support Service.* Vendor will provide to Subscriber unlimited telephone support ("Telephone Support Service") from 9am EST to 9PM EST ("Telephone Support Hours"). Telephone Support Service will include telephone and research time performed by Vendor's telephone support staff ("Telephone Support Staff"). Subscriber will report Malfunctions by calling the Telephone Support Staff. If a member of the Telephone Support Staff is not immediately available during the Telephone Support Hours, one will be assigned and a call back to Subscriber initiated within thirty (30) minutes of the original call. If the Telephone Support Staff member handling a certain request is unable to provide adequate assistance to Subscriber for such request hereunder, then within two (2) hours following the original request, Vendor will supply one or more alternative Telephone Support Staff members who are able to respond to the request to Subscriber's reasonable satisfaction.
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EXHIBIT B
To
Property Level Agreement
“SERVICE LEVELS”

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- 2.5. The level of the service credit is calculated depending on the number of hours by which iRiS missed the response time, minus the downtime permitted by the SLA:

Priority level

Service credit per hour (pro-rated to nearest minute)

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3.0% per hour

High

2.0% per hour

Medium

1.0% per hour

Low

0.5% per hour

- 2.6. Total aggregate service credits in any fee period is limited to 25% of the total fee for the period.
- 2.7. Response times are measured during the hours of support as set out in Schedule 4. As an example for this SLA, if an issue is reported at 17:30 with a response time of 60 minutes where the hours of support are 09:00 to 18:00, iRiS has until 09:30 the following day to respond.
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- 3.1. iRiS will use reasonable endeavour to resolve technical support failures within the following resolution times:

Priority level

Target resolution time

Urgent

8 hours

High

12 hours

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120 hours

- 3.2. Certain technical support failures may require a bug fix or software patch which can only be processed during European business hours.

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Non-integrated Mobile Dining

AGREEMENT REFERENCE: Reference is hereby made to that certain Master Agreement (“Agreement”), dated as of April 1, 2016 (“Effective Date”), by and between, Marriott International Administrative Services, Inc., a Delaware corporation having its principal place of business at 10400 Fernwood Road, Bethesda, Maryland 20817, on behalf of itself and its Affiliates (“Marriott”), and IRIS SOFTWARE SYSTEMS LIMITED (“Vendor”), having its principal place of business at 125 Kingsway, Holborn, London, WC2B 6NH, United Kingdom. Capitalized terms used herein without definition shall have the same definitions as those found in the Agreement. In the event of a conflict between the Agreement and this Property Level Agreement, the terms of the Agreement shall control and prevail.

1. ACCEPTANCE OF AGREEMENT; SUBSCRIPTION: The undersigned Property (“Subscriber”) agrees to be bound by the terms and conditions of the Agreement together with all schedules which are hereby incorporated by reference into this Property Level Agreement. The Subscriber shall have all of the rights and obligations of Marriott under the Agreement except as otherwise set forth herein, and Vendor shall have the same rights and obligations vis-à-vis the undersigned Subscriber as it has with respect to Marriott as the named party under the Agreement. Vendor agrees that: (a) the determination to participate hereunder by each Subscriber will be completely voluntary, and (b) as to each Property Level Agreement, only the Subscriber that signs will be liable to Vendor under that Property Level Agreement, and Marriott will not be liable under any Property Level Agreement unless it is signatory thereto.

2. LOCATIONS: The Services may be used by the undersigned Subscriber solely to provide Mobile Dining Application services in the following location (either an address or the name(s) of the Subscriber):

_____.

3. SUBSCRIPTION; FEES: The Services subscribed to by the undersigned together with the fees and the Service Term shall be as follows:

Subscription Fees (by Property/Site; stated in USD [\$])

iRiS and Marriott have agreed a flat approach to pricing.

Marriott and Vendor shall annually renegotiate pricing for Licensed Services and Vendor shall be obligated to offer the pricing to participating properties.

Non-integrated Properties

Monthly fees (stated in USD [\$]):

Description	Basis	Unit Price	Annual Fees
Core Services			
iRiS Core Platform - core guest experience platform & F&B services, 1000 transactions, up to 20 outlets	Monthly	\$800*	\$9,600
Optional Add-Ons			
Additional outlet – purchased simultaneously with first outlet above – 1000 transactions	Monthly	\$80	\$960
Additional 1000 Transactions	Monthly Each	\$4	\$48
Guest Directory	Monthly	\$40	\$480

Professional/Configuration Service Fees to be provided by iRiS to each Property/Site signing a Sales Order (stated in USD [\$]):

Description	Basis	Unit Price
Core Services		
iRiS Core Platform - create up to 20 outlet sites	One Off	\$0**
Optional Add-Ons		
iRiS Core Platform – Ad-hoc Content Load assistance	Per hour	\$75

* The above Professional/Configuration Service Fees are exclusive of third party hardware installation and do not include third party hardware, software, licenses and services, photography, video content, advertising content, integration to systems not specified, accessories not specified, bespoke tailoring of core application or back end screens designed to offer functionality provided by other systems.

** Property will complete customer facing iRiS Core Platform content amends and testing. On request of the property this can be completed by iRiS at the rate card specified.

4. INVOICE TERM

Invoice for annual subscription fees for _____ will be raised immediately, and on the anniversary date thereafter for ongoing annual subscription fees.

Activation Date: *Date of sign up.*

5. **TERM:** The term of this Property Level Agreement shall be for a period of three (3) years commencing on _____ and terminating on _____ (“Initial Subscription Term”). Upon the expiration of the Initial Subscription Term, the Property Level Agreement shall automatically renew for a period of one (1) year unless Subscriber elects not to renew by notifying Vendor of such election in writing at least thirty (30) days prior to the expiration of the Initial Subscription Term. Vendor agrees to notify the subscriber, in writing, 120 days prior to expiration with pending renewal notice.

6. **NOTICE:** All notices, requests, instructions, or other documents to be given to the undersigned Subscriber pursuant to the Agreement shall be given in accordance with Section 15.4 of the Agreement to the undersigned at the address set forth below:

[PROPERTY GM/OWNER]

Attn:

Phone:

Fax:

Email:

Billing Contact Name:

Billing Contact Email:

Billing Address:

With a copy to:

Marriott International Administrative Services,
Inc.
10400 Fernwood Road
Bethesda, Maryland 20817
Attn: Vice President, Technology Business
Management
Dept. 52/996.18
Facsimile: 301-380-4909

IRIS SOFTWARE SYSTEMS LIMITED

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

To

Property Level Agreement "SUPPORT AND MAINTENANCE SERVICES"

1. *Telephone Support Service.* Vendor will provide to Subscriber unlimited telephone support ("Telephone Support Service") from 9am EST to 9PM EST ("Telephone Support Hours"). Telephone Support Service will include telephone and research time performed by Vendor's telephone support staff ("Telephone Support Staff"). Subscriber will report Malfunctions by calling the Telephone Support Staff. If a member of the Telephone Support Staff is not immediately available during the Telephone Support Hours, one will be assigned and a call back to Subscriber initiated within thirty (30) minutes of the original call. If the Telephone Support Staff member handling a certain request is unable to provide adequate assistance to Subscriber for such request hereunder, then within two (2) hours following the original request, Vendor will supply one or more alternative Telephone Support Staff members who are able to respond to the request to Subscriber's reasonable satisfaction.
2. *Correction of Malfunctions.* Vendor will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Property Level Agreement.

The definitions of the Malfunction classifications are as follows:

- nn) Severity Level 1: A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes an unrecoverable loss or corruption of data.
 - oo) Severity Level 2: A problem which causes the Services to be inoperative, disrupted or malfunctioning and which materially interferes with Subscriber's use of the Services.
 - pp) Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, including the Documentation, but which causes only a minor impact on Subscriber's use of the Services and for which an acceptable circumvention is available.
 - qq) Severity Level 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications.
3. *Procedure.*
 - a) Report of Malfunction. With respect to a report of any Malfunction, Subscriber personnel making such a report will describe to the Telephone Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, with the assistance of the Telephone Support staff members, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.
 - b) Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Subscriber's reasonable satisfaction through communication with the Telephone Support staff within **[P1 – 2 hours ([P2 – 4 Hours])** hours after Vendor receives the description of the Malfunction, Vendor will: (1) immediately escalate the problem to Vendor's customer service management; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to Subscriber of the steps taken and to be taken to resolve the problem, the progress to correction and the estimated time of correction, and update that report every **[P1 – 4 Hours] ([P2 - 1 [day]** until the Critical Malfunction is resolved; and (4) every **[4 [hours]]**, provide increasing levels of technical expertise and Vendor management involvement in finding a solution to the Critical Malfunction until it has been resolved.
 - c) Vendor's Level of Effort. Vendor will work continuously until any Critical Malfunction for which a correction or workaround has not been achieved has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within **[P1 – 5 Days] ([P2 – 14 Days])**, then Vendor will travel to the site of the Malfunction if Subscriber reasonably believes that such travel will increase the probability of expeditious resolution of the Critical Malfunction. Unless otherwise specified by Subscriber, Vendor will work continuously during normal Vendor work hours to resolve any Severity Level 3 Malfunction. Vendor and Subscriber will mutually agree upon a schedule within which to resolve any Severity Level 4 Malfunction.
 - d) Action Required from Vendor. For a Critical Malfunction, Vendor will provide an immediate correction, which Vendor will then promptly add to the appropriate part of the Services for Subscriber to test. For a Severity Level 3 or 4 Malfunction, Vendor will provide a correction as promptly as reasonably achievable, and at Subscriber's request will seek to establish with Subscriber a mutually agreed schedule for the correction to be provided.

EXHIBIT B
To
Property Level Agreement
“SERVICE LEVELS”

Priority Levels

- 1.1. The Priority Levels shown in the table above are defined as follows:
- 1.2. Urgent: Complete degradation –Products cannot be used on any device.
- 1.3. High: Significant degradation – The Product is unavailable on 30% or more of the installed devices and/or core functionality of the Software is unavailable.
- 1.4. Medium: Limited degradation – The Product is unavailable on at least two devices but not more than 29.9% of the installed devices and/or integration to a main service is unavailable and/or only limited functionality of Software is available.
- 1.5. Low: Minor degradation – The Product is unavailable on a single device and/or the problem is of a nature that does not degrade the main functionality of Products, this may include (but not limited to) UI inconsistencies, inability to alter items and delays in notifications and/or alerts.

2. Measurement and service credits

- 2.1. Response times are measured using iRiS’s ticketing support system (“Ticket Support System”), which tracks all issues and problems reported by Property from initial reporting to resolution.
- 2.2. Property must log all issues on the Ticket Support System. If an Service Level Failure is not raised via a channel set out in Schedule 4 and logged on the Ticket Support System , the targeted response times will not apply.
- 2.3. If iRiS fails to meet an response times, Property may within ten days request in writing that a service credit be applied to Property’s account with full details of the support issue log.
- 2.4. The following table describes the service credit available to Property as an offset against a monthly License Fee.
- 2.5. The level of the service credit is calculated depending on the number of hours by which iRiS missed the response time, minus the downtime permitted by the SLA:

Priority level

Service credit per hour (pro-rated to nearest minute)

Urgent

3.0% per hour

High

2.0% per hour

Medium

1.0% per hour

Low

0.5% per hour

- 2.6. Total aggregate service credits in any fee period is limited to 25% of the total fee for the period.
- 2.7. Response times are measured during the hours of support as set out in Schedule 4. As an example for this SLA, if an issue is reported at 17:30 with a response time of 60 minutes where the hours of support are 09:00 to 18:00, iRiS has until 09:30 the following day to respond.
- 2.8. Automated replies from iRiS’s ticketing system do not constitute a response under this agreement.

3. Target resolution times

- 3.1. iRiS will use reasonable endeavour to resolve technical support failures within the following resolution times:

Priority level

Target resolution time

Urgent

8 hours

High

12 hours

Medium

24 hours

Low

120 hours

- 3.2. Certain technical support failures may require a bug fix or software patch which can only be processed during European business hours.