

Exhibit 6 Service Levels

1. SERVICE LEVELS OVERVIEW

1.1 Purpose.

This Exhibit sets forth the Service Levels, the requirements for measuring and reporting on Provider's performance against the Service Levels and the methodologies for calculating Service Level credits incurred as a result of Provider's failure to meet a Service Level metric specified in this Exhibit. Provider will measure, record and report performance of the Services under the Agreement in accordance with the requirements of this Exhibit. This Exhibit does not supersede or replace the specific Services requirements set forth in the SaaS Agreement. The Service Levels are intended to measure how effectively the Services are provided to Property Owners and will be updated by the Parties as necessary to achieve that objective. In the event the Provider fails to meet a Critical Service Level, then in addition to any non-monetary remedies available to Marriott or Property Owner in equity or at law, Property Owner shall receive as its sole and exclusive monetary remedy for such failure, the corresponding Service Level Credit specified in this Exhibit.

1.2 Measurement and Reporting.

(A) Provider will measure its performance against all Service Levels and Priority Levels as set forth below on a 24x7x365 basis.

(B) Throughout the Term, the Provider will provide a monthly Service Level report. If Provider fails to properly monitor and measure its performance, then Provider will be deemed to have committed a Service Level failure with respect to such Service Level.

(C) "Response" means the Provider has provided a first acknowledgement of a customer care issue being properly raised by Marriott or a Property Owner via phone or email to the Toast Enterprise Care team.

(D) "Resolution" means the Provider has provided a solution or an action plan and timeline for solution of the issue for Property Owner.

(E) "Resolution Time" means the time it takes for Provider to provide Property Owner with a Resolution.

(F) "Service Level" means the Description of Measure as set forth herein.

1.3 Service Level Failures.

(A) If Provider suffers a Service Level failure, upon request from Marriott, Provider will issue the Property Owner a Service Level credit equal to the amount specified for the applicable Service Level Credit below and perform root cause analysis with respect to such Service Level failure pursuant to Article 9 of the SaaS Agreement. The Parties acknowledge and agree that Provider will have no obligation to measure or report on Response or Resolution Times for any third party integration partner, including FreedomPay and Provider will not be responsible for any Service Level issues attributable to any such third party. The Parties also acknowledge and agree that in the event of a network failure not attributable to Provider between Marriott locations and the Services, Provider will not be held to any of Service Level until such a time where Marriott has implemented network resiliency to the satisfaction of the Provider and in the event, Marriott invokes a rollback plan in accordance with Section 8.5 of the SaaS Agreement, Provider will not be held responsible for failure to meet applicable Service Levels during the time it takes for Marriott to roll back to the immediately prior Release.

(B) Each Service Level Metric will be measured across all live Marriott Locations.

2. SAAS SERVICES

The Service Levels set forth in this Article are applicable to all Services performed under the SaaS Agreement.

2.1 SaaS Service Availability; Functionality.

Description of Measure	<p>Measures the percentage of time that the Services are available to all Provider users in accordance with the following time-based availability formula and definitions:</p> $Availability = \frac{Total - (Downtime - ExcludedDowntime)}{Total} * 100\%$ <p>Where:</p> <ul style="list-style-type: none"> • “Total” means the total number of minutes for the calendar quarter being measured • “Downtime” means the duration in minutes of a critical impact to Toast’s Core in-restaurant workflows. A “Critical” impact means either (i) complete system unavailability, (ii) a system error-rate greater than fifty percent (50%) or (iii) latencies beyond 60 seconds for normal real-time operations. Error-rates and latencies shall be measured in accordance with normal industry practice. “Core” in-restaurant workflows are taking orders and communicating orders to the kitchen. • “Excluded Downtime” means a Downtime that was either: <ul style="list-style-type: none"> o Planned, and for which Toast gave 8 hours or more notice. Toast will use commercially reasonable efforts to schedule all planned Downtime from 3:00 a.m. Eastern Time, through 7:00 a.m. Eastern Time. Or o Is less than 15 minutes in duration. Or o Is caused by circumstances beyond Toast’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Toast employees), telecommunications, Internet service provider, local networking, including Wi-Fi at any Marriott location, or hosting facility failures or delays involving hardware, software or power systems not within Toast’s possession or reasonable control, any 3rd party or Marriott specific issues unrelated to Toast products and services, and network intrusions or denial of service attacks.
Measurement Period	Quarterly
Service Level Metric	99.90%
Service Level Credit	Five (5%) percent of the recurring software subscription fees paid or payable by the impacted Property Owner in such Measurement Period, which Service Level Credit will be payable to impacted Property Owner.
Critical Service Level or Key Performance Indicator (KPI)	Critical Service Level

2.2 API and Main System Response Time.

Description of Measure	Measures the percentage of non-bulk direct API transaction requests made by Marriott and processed by the Services within the required Measurement Period.
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Measurement Period	Quarterly
Service Level Metric	<ul style="list-style-type: none"> ▪ ≤2 second server response time as measured at the Toast gateway to serve the Admin Home page for 99.50% of all requests ▪ ≤4 seconds response time as measured at the Toast gateway for 99.50% of all non-bulk, Toast direct API requests
Service Level Credit	Ten percent (10%) of the recurring software subscription fees paid or payable by the impacted Property Owner in such Measurement Period, which Service Level Credit will be payable to impacted Property Owner
Critical Service Level or KPI	KPI

2.3 Data Exchange.

Description of Measure	Measures percentage of direct outbound exchanges of data to Marriott for the purpose of a daily GL data export that are completed within the required timeframe
Measurement Period	Quarterly
Service Level Metric	The GL data export will be delivered as scheduled within four (4) hours of the scheduled daily run for 95% of the Measurement Period.
Service Level Credit	Not applicable
Critical Service Level or KPI	KPI

3. CARE

The Service Levels set forth below are related to Care response times for each priority level incident as described below.

3.1 Incident Response Time – Priority Level 1, Priority Level 2, Priority Level 3, and Priority Level 4

Description of Measure	Measures the percentage of PriorityLevel 1 Incidents raised to Toast Enterprise Support by phone call for which a Response is provided in accordance with the Service Level Metric.
Measurement Period	Quarterly
Service Level Metric	100% in fewer than 30 minutes
Service Level Credit	Not applicable
Critical Service Level or KPI	KPI

3.2 Incident Resolution Time – Priority Level 1.

Description of Measure	Measures the percentage of Priority Level 1 Incidents resolved within four hours of the Property Owner's contact to Toast Enterprise Support. This excludes cases that are dependent on 3rd parties for resolution or that require the replacement of damaged hardware for resolution. Toast expects an onsite representative to be available to discuss and troubleshoot such issues live through the duration of the incident to ensure prompt resolution.
Measurement Period	Quarterly

Service Level Metric	90% resolved within two (2) hours and 100% within four (4) hours
Service Level Credit	Ten percent (10%) of the recurring software subscription fees paid or payable by the impacted Property Owner in such Measurement Period, which Service Level Credit will be payable to impacted Property Owner
Critical Service Level or KPI	Critical Service Level

3.3 Incident Resolution Time – Priority Level 2

Description of Measure	Measures the percentage of Priority Level 2 cases closed within eight hours of the contact's contact with to Toast Enterprise Support. This excludes cases that involve payment processing, networking, or any other dependency on 3rd parties for resolution (e.g., integration partners). It also excludes cases that require the replacement of damaged hardware for resolution and all billing and account cases (for example, bank account changes, subscription changes, billing inquiries and disputes, credit requests, change of ownership, or change of legal entity)
Measurement Period	Quarterly
Service Level Metric	90% within four (4) hours and 100% within eight (8) hours
Service Level Credit	Not applicable
Critical Service Level or KPI	KPI

3.4 Incident Resolution Time – Priority Level 3 and 4.

Description of Measure	Measures the percentage of Severity Priority Level 3 and 4 Incidents that are Resolved in the Required Time Frame.
Measurement Period	Quarterly
Service Level Metric	70% within twenty four (24) hours, 95% within 90 days
Service Level Credit	Not applicable
Critical or KPI	KPI

3.5 Speed to Answer

Description of Measure	Measures the time within which calls were picked up by Toast Enterprise Support.
Reporting Period	Quarterly
Service Level Metric	Calls : 75% within 60 seconds at all Marriott Locations
Service Level Credit	Not applicable
Critical or KPI	KPI

3.6 Email / Ticket Response time

Description of Measure	Measures the time within which email or ticket case received a Response by Toast Enterprise Support.
Reporting Period	Quarterly

Service Level Metric	Calls : 75% within 6 hours at all Marriott Locations
Service Level Credit	Not applicable
Critical or KPI	KPI

3.7 Call Abandon Rate

Description of Measure	Measures the percentage of calls abandoned by caller.
Reporting Period	Quarterly
Service Level Metric	6% or less at all Marriott Locations
Service Level Credit	Not applicable
Critical or KPI	KPI

4. Other Service Level

4.1 Customer Satisfaction

Description of Measure	Measures the satisfaction of Marriott's organization with Provider's performance of the Services.
Measurement Period	Quarterly
Service Level Metric	80% or higher on relevant scale (e.g. 3 out of 4 or 8 out of 10)
Service Level Credit	Not applicable
Critical or KPI	KPI

Care Priority Levels

Toast's Enterprise Support team uses Priority Levels to identify the urgency of an issue, which informs our prioritization of cases. These Priority Levels are distinct from engineering severity levels, in that they are not necessarily linked to underlying systemic issues and can be issues isolated to a single location.

Priority Level	Definition/Description
P1: Urgent	Complete loss of critical functionality needed to run the business, which include: taking orders, firing orders, expediting and delivering orders, taking payments, and closing out shifts. If an issue prevents a location from doing one or more of the above, it is considered "Urgent".
P2: High	Issues that significantly hinder but do not prevent a location from executing critical functions. For example, an inoperable hardware device (when a redundant device is available and functioning) or a Toast issue with a 3rd party integration. This excludes cases that involve payment processing, networking, or any other dependency on 3rd parties for resolution (e.g., integration partners). It also excludes cases that require the replacement of damaged hardware for resolution and all billing and account cases (for example, bank account changes, subscription

	changes, billing inquiries and disputes, credit requests, change of ownership, or change of legal entity)
P3: Medium	Issues that do not impact critical functionality but require a prompt response. For example, help with updating or removing menu items, questions about reporting,
P4: Low	Feature requests, usage questions, or feedback that doesn't require an immediate response.