

## DFS Unlock — End User License Agreement

Last Modified: December 18, 2019

This End User License Agreement (this “**Agreement**”) is a binding agreement between you (“**End User**” or “**you**”) and Wayne Fueling Systems LLC, on behalf of itself and its affiliates, within the Dover Fueling Solutions family of companies (collectively, “**Company**”). If you are an employee or contractor of a third-party distributor, a Wayne Authorized Service Organization or a customer expressly authorized by Company to utilize the DFS Unlock application (in each case referred to in this Agreement as a “**Service Provider**”), your acceptance of this Agreement is on behalf of, and binds, both you and the Service Provider. This Agreement governs your use of the DFS Unlock application (including all response codes provided through the application and related documentation, the “**Application**”). The Application is licensed, not sold, to you.

This Agreement contains a mandatory, binding arbitration clause and a waiver of class-action remedies in Section 16. You may opt out of arbitration by following the steps in Section Error! Reference source not found.. By downloading, installing or using the Application, or otherwise signaling your acceptance of this Agreement, you:

- (A) Acknowledge that you have read and understand this Agreement;
- (B) Represent that you are 18 years of age or older (and, if you are an employee or contractor of Service Provider, that you have the authority to accept this Agreement on behalf of Service Provider); and
- (C) Accept this Agreement and agree that you are legally bound by its terms, including the mandatory, binding arbitration clause and class action waiver in Section 16.

If you do not agree to this Agreement, you may not download, install or use the Application.

1. Eligibility. You represent and warrant to Company that you are a technician authorized by either Company or its Service Provider to receive security access codes from Company, and that you meet the following requirements:
  - (a) you are either (i) an employee of Service Provider or (ii) a government official who requires access as part of their duties to enforce laws and regulations related to Company’s fuel or fluid dispensers, or payment and metering systems contained in such dispensers (collectively, “Dispensers”);
  - (b) you have a current certification from Company on use of Company’s ‘Code Dealer’ system by completing the relevant training available on Company’s Learning Management System (subject to periodic updates and re-certification as may be required by Company); and
  - (c) you are currently listed on the access control list for Company or Service Provider (as applicable), with such identifying information as Company may require from time to time.
2. Changes. From time to time, Company may update this Agreement by posting changes to its website at [www.doverfuelingsolutions.com/terms](http://www.doverfuelingsolutions.com/terms), posting changes in the Application, or by notifying you that it has updated the Agreement. As permitted by applicable law, any change, addition or deletion will become effective at the time the revised Agreement is published. Unless Company states otherwise, the change, addition or deletion will apply to your future and existing uses of the Application. You are deemed to accept the changes, additions or deletions if: (a) you do not notify Company to the contrary and terminate this Agreement (as provided in Section 12(b)) within thirty (30) days of the date of Company’s notice or such other time specified in the notice; or (b) you continue to use the Application after publication of the revised Agreement. If you do not agree with these changes, you will not be able to use the Application.
3. License Grant. Subject to and conditioned on your continue compliance with the terms and conditions of this Agreement, Company grants you, and you accept, a limited, non-exclusive, and nontransferable, non-sublicensable and personal license during the Term solely to download, install, and use the Application on a

single mobile phone or other device owned or otherwise controlled by you (“**Mobile Device**”), only for your internal business purposes as required in the performance of your responsibilities as a technician to unlock Dispensers as authorized either by Company or a Service Provider, and strictly in accordance with the Application’s documentation. AS MAY BE AUTHORIZED BY THE STATION OWNER OR OWNER OF THE EQUIPMENT (AT WHICH THE DISPENSER IS LOCATED), AS AUTHORIZED BY STATION OWNER TO UNLOCK DISPENSER UNDER THE CONTROL OF THE STATION OWNER, AS AUTHORIZED BY COMPANY OR SERVICE PROVIDER

4. License Restrictions. You may not:
- (a) share your login credentials used in connection with the Application with any third party, or use any third party’s login credentials;
  - (b) request any unlock or other code without a valid business purpose (as authorized by Company or Service Provider, as applicable);
  - (c) share, reuse, or use any unlock or other code provided through the Application for any purpose other than the authorized unlock request for which it was requested;
  - (d) copy the Application, except as expressly permitted by this Agreement;
  - (e) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
  - (f) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
  - (g) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
  - (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party as part of a service bureau or similar fee-for-service purpose, including by providing or permitting other individuals or entities to create Internet "links" to the Application, "framing" or "mirroring" the Application, or making the Application available on a network where it is capable of being accessed by one or more devices at any time;
  - (i) interfere with or disrupt the integrity or performance of the Application or the data contained therein, including by disrupting the ability of any other person to use or enjoy the Application, or attempt to gain unauthorized access to the Application or related systems or networks;
  - (j) access the Application in order to build a similar or competitive product or service;
  - (k) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application; or
  - (l) breach any other agreement, including any agreement with any third party, through your use of the Application.
5. Reservation of Rights. You acknowledge and agree that the Application is licensed, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto, other than to use the Application as explicitly granted herein, and subject to all terms, conditions, and restrictions, under this Agreement. Company (for itself and on behalf of its licensors and service providers)

reserves and shall retain its and their respective rights, titles, and interests in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as may be expressly licensed to you in this Agreement.

6. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about you, your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality (“**Registration Data**”). Company may collect, use, disclose, store and process all information it collects through or in connection with the Application in accordance with Company’s [Privacy Policy](#). By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by Company with respect to your information in compliance with the Privacy Policy. You agree to: (i) provide true, accurate, current and complete Registration Data; and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Company reasonably suspects that you have done so, Company may suspend or terminate your account. If your account remains inactive for an extended period of time, you agree that Company may suspend or terminate your account, with or without notice to you.
7. Content and Services. The Application may provide you with access to Company’s website and associated domains of <https://www.doverfuelingsolutions.com/> (the “**Website**”), including any successor websites or domains, and products and services accessible thereon, and certain features, functionality, and content accessible on or through the Application may be hosted on the Website (collectively, “**Services**”). Your access to and use of such Services are governed by the Website’s [Terms of Use](#) and [Privacy Policy](#) (located at <https://www.doverfuelingsolutions.com/en/about/legal-notice/> and <https://www.doverfuelingsolutions.com/privacy>, respectively). Your access to and use of such Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Website, and your failure to do so may restrict you from accessing or using certain of the Application’s features and functionality. Any violation of such Terms of Use will give cause and allow Company to terminate this Agreement.
8. Geographic Restrictions. The Application is provided for access and use only by persons located in the United States or Canada. You acknowledge that you may not be able to access all or some of Application’s functionality, as well as all or some of the Content and Services, outside of the United States and Canada, and that access therefrom may not be legal by certain persons or in certain jurisdictions.
9. Updates. Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:
  - (a) the Application will automatically download and install all available Updates, without providing any additional notice to you or receiving any additional consent from you; or
  - (b) you may be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement. You acknowledge and agree that you are solely responsible for any data, usage and other charges assessed by mobile, cable, internet or other communications services providers for your access to and use of the Application.

10. Third-Party Materials. The Application may display, include, or make available third-party content (including open source software, data, information, applications, and other products, services, and/or materials) or

provide links to third-party websites or services, including through third-party advertising (“**Third-Party Materials**”). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions.

11. Feedback. If you choose to provide technical, business or other feedback to Company concerning the Application or any Company products or services (collectively, “**Feedback**”), Company will own and be free to use, disclose, reproduce, license, or otherwise distribute or exploit such Feedback in its sole discretion without any obligations or restrictions of any kind, including intellectual property rights or licensing obligations. You understand and agree that the incorporation by Company of Feedback into any of its products or services does not grant you any proprietary rights therein.

12. Term and Termination.

- (a) *Term*. The term of this Agreement commences upon the earliest to occur of (i) when you download the Application; (ii) when you install the Application; (iii) when you otherwise acknowledge your acceptance of this Agreement or (iv) your first use of the Application, and will continue in effect until terminated by you or Company as set forth in this Section 12 (“Term”).
- (b) *Termination by You*. You may terminate this Agreement by uninstalling and deleting the Application from your Mobile Device and all copies thereof in your possession, and thereafter, providing notice to Company.
- (c) *Termination by Company*. Company may terminate this Agreement at any time upon notice to you, for any reason or no reason.
- (d) *Automatic Termination*. In addition, this Agreement will terminate immediately and automatically without any notice if: (i) you violate any of the terms and conditions of this Agreement; (ii) you leave the employment of, or otherwise cease to work for, Service Provider; (iii) you are reassigned by Service Provider into a role that no longer requires access to the Application; or (iv) Company ceases to support or offer the Application, either generally or in your region or market.
- (e) *Effect of Termination*. Upon termination:
  - (i) all rights granted to you under this Agreement will immediately terminate; and
  - (ii) you must cease all use of the Application and uninstall and delete all copies of the Application from your Mobile Device.
- (f) *Surviving Rights and Obligations*. Sections 4 (License Restrictions), 5 (Reservation of Rights), 11 (Feedback), 12(e) (Effect of Termination), 12(f) (Surviving Rights and Obligations), and Sections 13 (Disclaimer of Warranties) through 24 (Terms Applicable to Downloads from Apple App Store), inclusive, shall survive any termination. Termination will not limit any of Company’s rights or remedies at law or in equity.

13. Disclaimer of Warranties. The Application is provided to you “as is,” “as available” and with all faults, without warranty of any kind. To the maximum extent permitted under applicable law, Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage,

or trade practice. Without limiting the foregoing, Company provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible, or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards, or be virus-free, secure or error-free, or that any errors or defects can or will be corrected.

14. Limitation of Liability. To the fullest extent permitted by applicable law, in no event will Company or its affiliates, or any of its or their respective licensors or service providers, have any liability arising from or related to this Agreement, the Application, or any other products or services provided by Company, for (a) personal bodily injury, property damage, lost profits, cost of substitute goods or services, loss of data, loss of goodwill, business interruption, computer failure or malfunction, or (b) any consequential, incidental, indirect, exemplary, special, or punitive damages. Despite anything to the contrary in this Agreement, Company's total liability for any and all claims arising from or related to this Agreement shall in no event exceed fifty U.S. dollars (USD \$50.00). The foregoing disclaimers, waivers and limitations will apply whether such liability arises out of breach of contract, tort (including negligence), warranty, strict liability, or otherwise and regardless of whether such damages were foreseeable or Company was advised of the possibility of such damages. Some jurisdictions do not allow certain limitations of liability, and in such event the parties agree that such limitation(s) will be automatically modified solely to the extent necessary to make the limitation(s) compliant with applicable law.. The parties agree that the limitations on liabilities set forth herein are agreed allocations of risk and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy.
15. Indemnification. To the fullest extent permitted by applicable law, you agree to defend and hold harmless Company and its affiliates, successors, and assigns from and against any and all third party claims, actions, judgments, settlements to the extent arising from or your breach of this Agreement or your use or misuse of the Application, including but not limited to claims arising from the content you submit or make available through this Application (each a "Claim"), and you will indemnify Company from any and all losses, damages, liabilities, deficiencies, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, to the extent arising from any such Claim.
16. Dispute Resolution and Arbitration.
- (a) *Contact Information.* Company may contact or notify you for the purposes described in this Agreement through the Application, or using any contact information you have supplied in connection with the Application. If you have a complaint or concern regarding this Agreement or the Application, or for more information, please contact Company at 1 800 926 3737 (for support or technical requests only) or by mail at the following address:
- Wayne Fueling Systems LLC  
3814 Jarrett Way  
Austin, Texas 78728  
United States  
Attn: Legal Department
- Company is not obligated to provide you any support for the Application, and this Agreement does not entitle you to any support for the Application.
- (b) *Mandatory Arbitration.* All claims and disputes arising out of or relating in any way to the Application or this Agreement (including any dispute about arbitrability itself), shall be resolved by final and binding arbitration rather than in court, provided that you must first send a written description of your claim to Company and allow Company an opportunity to resolve the dispute.



You and Company each agree to negotiate your claim in good faith. If the parties still cannot resolve the dispute, you may request arbitration if your claim or dispute cannot be resolved within 60 days, except that you may assert claims in small claims court (defined for the purposes of this Agreement as a court of limited jurisdiction that may only hear claims not exceeding \$5,000) if your claims are within the court's jurisdiction. **Please read this Section carefully. It affects your legal rights. It provides for resolution of disputes through individual arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of this Agreement and shall apply to all disputes whether arising before, during, or after the termination of this Agreement.**

- (c) *Arbitration Procedures.* The individual arbitration of any dispute or claim arising out of or relating in any way to the Application shall be conducted in accordance with the rules of the American Arbitration Association (“AAA”), including the AAA’s Consumer Arbitration Rules (as applicable), as modified by this Agreement. For clarity, disputes concerning the interpretation or enforceability of this arbitration agreement shall also be subject to arbitration under this Section. The AAA Consumer Arbitration Rules and information about arbitration and fees are available online at [www.adr.org](http://www.adr.org). You agree that this Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law, and not governed by state law. Any arbitration shall take place in Austin, Texas, United States. The individual arbitration will be conducted in the English language. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce this Agreement as a court would. Any arbitration shall be confidential, and neither party may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.
- (d) *Costs.* Each party will bear the fees and expense of its own attorneys, experts, witnesses and preparation and presentation of evidence at the arbitration. Each party will equally share all filing, administration and arbitrator fees.
- (e) *Class Action Waiver for Arbitration.* You agree that any proceeding in arbitration will be conducted only on an individual basis and not in a class, consolidated, or representative action.
- (f) *Class Action Waiver and Jury Waiver in Litigation.* You agree that, if for any reason a claim proceeds in court rather than in arbitration, or if the arbitration agreement contained in Sections 16(b) through 16(e) is found to be unenforceable, any claim or proceeding to be pursued in court will be conducted only on an individual basis and not in a class, consolidated, or representative action. You further agree that if a claim or proceeding proceeds in court rather than through arbitration, you and Company each waive the right to a jury trial.
- (g) *Governing Law.* By using the Application, you agree that the statutes and laws of the United States and the State of Texas, without regard to conflicts of laws principles, will apply to all matters relating to use of the Application or this Agreement. If the arbitration agreement in Sections 16(b) through 16(e) does not apply to a given dispute or claim, you agree that any litigation of that dispute or claim shall be subject to the exclusive jurisdiction of the state or federal courts in Travis County, Texas, United States. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transaction Act (UCITA) are hereby excluded in their entirety from application to this Agreement.
- (h) *Time Limit for Filing Claims.* You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to any use of the Application or any activity

related to this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

17. Trade Controls; Export Regulation. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. The Application may be subject to U.S. export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the U.S.
18. U.S. Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. § 2.101. Accordingly, if you are an agency of the U.S. Government or any employee or contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government licensees and their contractors.
19. Liability of Service Provider. If End User is employed by or otherwise works for an Service Provider, Service Provider shall comply with this Agreement and shall be jointly and severally liable for the acts and omissions of End User in connection with the Application or this Agreement.
20. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be deemed amended to achieve, as closely as possible, the effect of the original term, and all other provisions of this Agreement will continue in full force and effect.
21. Entire Agreement. This Agreement, the Website’s Terms of Use, and the Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application. Notwithstanding the foregoing, however, this Agreement shall not supersede any Authorized Service Organization Agreement between Service Provider and Company, or any other prior or contemporaneous written agreements between Company and Service Provider.
22. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase order or other terms, the terms of this Agreement shall govern.
23. California End Users and Residents. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting such unit in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.
24. Terms Applicable to Downloads from Apple App Store. If you download the Application from the Apple App Store, the following additional terms apply:
  - (a) *iOS Mobile Apps.* If any Application is downloaded by you from the iTunes App Store (each, an “iOS Mobile Apps”), use of such iOS Mobile Apps is further subject to your compliance in all material respects with the terms and conditions of the Usage Rules set forth in the iTunes App Store Terms of Service.

- (b) *Disclaimers.* With respect to any iOS Mobile Apps, you and DFS acknowledge that this Agreement is concluded between you and DFS only, and not with Apple Inc. (“Apple”), and Apple is not responsible for iOS Mobile Apps and the contents thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to iOS Mobile Apps. DFS, not Apple, is responsible for addressing any claims from you or any third party relating to iOS Mobile Apps or your possession and/or use of iOS Mobile Apps, including product liability claims, any claim that the iOS Mobile Apps fail to conform to any applicable legal or regulatory requirement and claims arising under consumer protection or similar legislation. Apple and Apple’s subsidiaries are third-party beneficiaries of this Agreement with respect to iOS Mobile Apps, and Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary hereof with respect to iOS Mobile Apps. DFS, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any intellectual property infringement claim attributable to iOS Mobile Apps.