

DX Promote Auto Addendum – Terms and Conditions

This DX Promote Auto Addendum (the “**Addendum**”) is supplemental to Dover Fueling Solutions’ (“**DFS**”) Subscription Agreement (the “**Subscription Agreement**”) between DFS and Subscriber, which is specifically incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Subscription Agreement. By subscribing and/or using DX Promote Auto™, Subscriber agrees to be bound by the terms and conditions of the Subscription Agreement and this Addendum (collectively, the “**Agreement**”). The use of DX Promote Auto is expressly conditioned on Subscriber’s assent to these Terms. In the event of any conflict between the Subscription Agreement and this Addendum, this Addendum shall control. The terms of this Addendum shall only apply to Subscriber’s DX Promote Auto subscription; any other subscriptions entered into between DFS and Subscriber shall be controlled by the Subscription Agreement. For customers who subscribe to the Anthem Experience and receive DX Promote Auto through the Anthem Experience, Paragraphs 3,4 and 7(c) of this Addendum shall not apply.

1. Services

During the Term of DFS’s provision of DX Promote Auto to Subscriber (the “**DX Promote Auto Services**”), DFS will provide to Subscriber the software, services, content and maintenance necessary to deliver the Content as defined below (collectively, the “**Program**”) to certain Wayne fuel Dispensers (as defined below) in the fuel-dispensing forecourts or gas stations owned or controlled by Subscriber and identified in an order subscribing to DX Promote Auto (each a “**Location**”). DFS reserves the right, in its sole discretion, to decline implementation of the Program at any Location (a) that is not appropriately enabled to receive the Content, (b) that fails to meet DFS’s requirements for canopy coverage, safety, security, geographic location or advertising desirability (which such requirements may be updated by DFS from time to time), or (c) where not permitted by law or regulation.

2. Term

The DX Promote Auto Services Term (as defined below) shall be Location-specific, and it shall commence for each Location on the date on which the Media Equipment is installed at the Location and shall continue for an initial term of four (4) years from the first day of the month following the final installation of the Media Equipment (as defined below) at each Location (“**Initial Term**”). Thereafter, the Term shall automatically extend with respect to all installed Locations for additional consecutive periods of four (4) years each (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”), unless a party provides at least sixty (60) days’ prior written notice of its intent to terminate the DX Promote Auto Services as of the expiration of the Initial Term or then-current Renewal Term.

Subscriber shall not be able to cancel or terminate the Subscription Agreement during the Term. Any attempt to cancel or terminate the Subscription Agreement shall be null and void, and the terms, conditions, and obligations of the Subscription Agreement shall nonetheless remain in full force and effect as they apply to this Addendum for at least the duration of the Term (or longer where specified in this Addendum and/or the Subscription Agreement).

3. Media Equipment

DFS shall:

- (a) Ship the equipment, as ordered by Subscriber, that is necessary to operate the Program and to deliver and broadcast electronic audio and visual media from DFS to Subscriber’s authorized Dispensers at the Locations during the Term (collectively, the “**Media Equipment**”). The Media Equipment, where necessary, shall be ordered by Subscriber, pursuant to a separate agreement, and will include a video-display system and associated hardware, to be installed either via retrofit of Subscriber’s previously installed Wayne Ovation™ dispensers, or integration during manufacturing into Subscriber’s new Ovation or next-generation Anthem Dispensers (collectively “**Dispensers**”). The Media Equipment will also include requisite software (including licenses), and all other devices, equipment, software and services necessary to deliver and broadcast the advertising, informational, promotional, and entertainment content (the “**Content**”) offered by DFS through the Program.
- (b) Provide start-up services for the Media Equipment at the Locations; and
- (c) Within the first four (4) years of date of purchase of each Dispenser and only during the Term, DFS shall, in DFS’s sole discretion, provide reasonable maintenance and service for the purpose of keeping the Media Equipment operational, including:



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- i. Remote monitoring to assist the Locations in receiving and properly displaying the Content, including audio and video functionality, and identifying problems requiring remote remediation or on-site service;
- ii. Access to a 24/7 Help Desk that each Location owner, operator, or manager can contact to report any problems with the Media Equipment requiring maintenance or service;
- iii. On-site service and repair when necessary, and appropriate, in DFS's sole discretion, to keep the Media Equipment in good working order.

4. Exclusive Media Rights

- (a) Subscriber hereby grants to DFS the sole and exclusive rights to display, distribute and exhibit all electronic audio and visual programming and advertising media in the forecourt of each Location throughout the Term.
- (b) Subscriber shall have the opportunity, at no charge to Subscriber, to run up to two (2) separate promotional spots of up to ten seconds each, to be incorporated into the Content loop at each Dispenser. On a monthly basis, and no later than seven (7) days prior to the beginning of each month, Subscriber shall provide its own promotional spots consistent with DFS's requirements (which DFS may update from time to time), to be displayed subject to DFS's approval in its sole discretion. DFS may suspend or delay display of the promotional spots in its sole discretion. Subscriber's promotional spots are intended for, and shall be for the sole purpose of, promoting the Subscriber's brand, products, or services, and may not be sold, transferred, or assigned to any third party. Subscriber acknowledges that DFS is the sole and exclusive owner (or licensee) of the Content.

5. Operations; Service and Maintenance Obligations

- (a) Subscriber shall provide DFS with a secure space at each Location for the Media Equipment, continuous electric service to operate the Media Equipment, and broadband connectivity to deliver the Content through the network. Subscriber shall protect and safeguard the Media Equipment and shall take reasonable steps to keep the Media Equipment in working order, including cleaning the video screens on a weekly basis and keeping the areas in which such Media Equipment is located free from displays, debris, excessive dust, or any obstruction to viewing of the screen. In addition, Subscriber shall require its personnel to contact DFS immediately upon the determination that any component of the Media Equipment is damaged or otherwise not in working order, and to assist DFS personnel in remote diagnostics, maintenance requests, or simple requests related to the restoration of operation of the Media Equipment (e.g. a system reset/reboot). Subscriber shall not tamper with, modify or permit its personnel or any third party to alter any component of the Media Equipment, and shall not provide access to the Media Equipment to anyone other than DFS or DFS-authorized service personnel.
- (b) DFS shall determine necessary actions following Subscriber's calls for Media Equipment service assistance and shall initiate any dispatches to the relevant Locations as DFS, in its sole discretion, deems necessary and appropriate to keep the Media Equipment in good working order, all at no charge to Subscriber. However, all costs for service, maintenance or repair work performed by DFS or DFS-authorized personnel that are not directly related to normal maintenance of the Media Equipment as reasonably determined by DFS (e.g., where such work is required due to damage caused by negligence or intentional acts by Subscriber, Location operator, customer, or any third party; or where such work is to be performed on a separate Dispenser component such as a printer), shall be the sole responsibility of Subscriber, and unless covered by an existing product or service warranty, shall be invoiced to Subscriber at DFS's regular rates for service, parts, and repair.
- (c) Subscriber shall maintain sole and exclusive ownership of the Media Equipment. If during the Term, the Media Equipment must be moved for any reason, then Subscriber shall be responsible for the cost of removing, storing and re-installing such Media Equipment. During any period in which a Location is not fully operational, DFS shall be obligated under this Agreement only to the extent to which such obligations may be reasonably fulfilled.
- (d) In addition to the foregoing, Subscriber:
 - (i) Shall not run any audio or video media in the forecourt other than the Content, except for normal business use of the intercom system;
 - (ii) Grants permission for DFS to take monthly fuel-volume or fuel transaction ("**Volume Data**") readings directly from each Dispenser. Subscriber hereby warrants to DFS that (1) the Volume Data is true, accurate and complete; (2) Subscriber owns the Volume Data and (3) has the right to share, without any approval from any third-party, the Volume Data with DFS as contemplated in this Agreement. Further, Subscriber grants permission for DFS to report Volume Data to a third-party verification service selected by DFS.

Where DFS is not able to automatically read such Volume Data, then Subscriber shall make such reports directly to DFS within ten (10) days following the end of each month. Failure to report Volume Data or allow such volume readings will immediately suspend Subscriber's right to run Content and retailer promotional announcements, and shall entitle DFS at their sole discretion to terminate this Agreement and require payment by Subscriber of the Termination Fee (as defined below). Subscriber acknowledges and agrees that the timely and accurate reading or reporting of fuel Volume Data is a material element of this Agreement, and failure to allow for or provide such information is a material breach;

- (iii) Shall provide access to existing broadband service with a reasonably sufficient bandwidth (as identified by DFS), or in the alternative, acquire and provide dedicated broadband connectivity of a sufficient bandwidth for purposes of operating the Program;
- (iv) Shall comply with technical access requests and guidance issued by DFS from time to time, including providing access to both Amazon AWS and Microsoft Azure platforms and otherwise through firewalls and other security measures, as DFS deem necessary for the efficient implementation of the Program;
- (v) Shall document and promptly report all errors or issues with the DX Promote Auto Services;
- (vi) Shall (a) provide reasonably appropriate access (physical or remote) to the Dispensers for DFS and its authorized personnel or contractors; (b) comply with access (physical or remote) requests by DFS and its authorized personnel or contractors; (c) cooperate with DFS and its personnel and/or contractors in identifying the cause of any claimed failure, including performing basic troubleshooting actions, which include but are not limited to rebooting equipment, checking internet connection and status, etc; and (d) provide DFS and its authorized personnel or contractors remote access to its systems for the purpose of performing maintenance;
- (vii) Shall maintain all price signs where required and comply with all applicable laws and regulations in the operation of the Locations;
- (viii) Represents and acknowledges that DFS's obligations regarding the Media Equipment, Service and Maintenance contained herein only apply during the time in which Subscriber is authorized to use DX Promote Auto. Any breach of this Agreement, or termination, cancellation or other cessation of the DX Promote Auto Services shall immediately release DFS from any further obligations regarding the Media Equipment, Program or DX Auto Promote Service.

(e) Subscriber may access and use the DX Promote Auto Services for lawful purposes only. DFS strictly prohibits the use of the Program or DX Promote Auto Services for the transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation. This prohibition includes, but is not limited to, the use or transmission of any data that is protected by copyright, trademark, trade secret, patent or other intellectual property right without proper authorization (other than Content provided by DFS) and the transmission of any material that is unlawful, libelous, defamatory, obscene, indecent, explicit, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.

(f) Subscriber may not attempt to gain unauthorized access to or attempt to interfere with or compromise the normal functioning, operation, or security of any portion of the DX Promote Auto Services. A Subscriber may not use the DX Promote Auto Services to engage in any activities that may interfere with the ability of others to access or use the DX Promote Auto Services.

(g) DFS may, but is not obligated to, take any action it deems necessary to protect the DX Promote Auto Services, its rights, or the rights of its customers or third parties, or (2) optimize or improve the DX Promote Auto Services, Program, systems, and Media Equipment.

6. Termination Rights

(a) If Subscriber sells or otherwise ceases to own, operate, or control any Location(s), then DFS shall have the option to remove such Location(s) from the DX Promote Auto Services and DFS shall be released from its obligations hereunder with respect to such Location(s).

(b) In addition to DFS's other rights and remedies, if Subscriber breaches any of the provisions of this Agreement, and such breach remains uncured for ten (10) days from receipt of notice thereof, DFS, in its sole option, may terminate the DX Promote Auto Services and any benefits to the Subscriber (e.g., Media Equipment warranty, retailer promotional announcements), and require Subscriber to pay the Termination Fee.

(c) In the event of any termination of this Agreement during the Term (other than as a result of DFS's uncured material breach of its obligations), Subscriber shall, upon written request by DFS, pay DFS a disengagement fee of \$1,000 per



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Dispenser per year remaining on the Term in consideration of the services to wind down the Program and DX Auto Promote Services(the “**Termination Fee**”), which shall be payable as liquidated damages and not as a penalty.

7. Insurance

(a) DFS shall keep and maintain throughout the Term its own insurance to cover the liabilities and obligations assumed herein by DFS.

(b) Subscriber, at its sole cost, shall keep and maintain, throughout the Term, the following insurance covering the Media Equipment and each of the Locations, and upon request shall provide a certificate of such insurance to DFS: (i) all risk insurance on the Media Equipment at each Location; (ii) commercial general liability insurance providing coverage for each Location, with policy annual limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate in the event of bodily injury, death, or property damage; and (iii) Media Liability insurance, including Privacy Liability Coverage, with policy annual limits of not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate. Upon DFS’s request, Subscriber shall provide DFS with a certificate of insurance evidencing the foregoing coverages.

8. Notices. All notices, requests, demands, waivers, and other communications required or permitted to be given under this Addendum shall be in writing and shall be deemed to have been duly given if delivered personally or by facsimile transmission or mailed (certified or registered mail, postage prepaid, return receipt requested) or received by email (with proof of read receipt):

If to DFS,

Wayne Fueling Systems LLC
3814 Jarrett Way
Austin, TX 78728
Email: dfsdx-global-support@dovercorp.com
With a copy to Attention: Wayne General Counsel
E-mail copy: legal@doverfs.com