Dover Fueling Solutions
End User License Addendum to Terms and Conditions

THIS END USER LICENSE ADDENDUM ("LICENSE") INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS OF SALE TO WHICH THIS LICENSE IS ATTACHED, REFERENCED, OR INCORPORATED INTO AND INCLUDES THE FOLLOWING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN THIS LICENSE AND SUCH TERMS AND CONDITIONS, THIS LICENSE SHALL TAKE PRECEDENCE.

1. **Definitions.** Capitalized words in this End User License Addendum shall have the meaning set forth in the Terms and Conditions of Sale or as defined in this Section. Unless otherwise agreed to by Licensor, the following terms are applicable to both the singular and plural and shall mean:

    "Contract" means either **(i)** the contract agreement signed by both parties, or **(ii)** the purchase order signed by Buyer and accepted by Seller in writing, for the sale or provision of Products, in each case, together with the Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement.

    "Derivative Works" includes but is not limited to **(a)** any work based upon one or more pre-existing works, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion, extension or any other form in which such pre-existing works may be published, recast, transformed, or adapted, and that if prepared without the authorization of the owner of the copyright to such pre-existing works, would constitute a copyright infringement, or **(b)** any compilation that incorporates such pre-existing works. For Software, Documentation, and Third-Party Software (as defined below), Derivative Works also includes any and all corrections, bug fixes, and updates to the **(i)** Software, **(ii)** Documentation, **(iii)** Third-Party Software, and **(iv)** derivative works, but does not include any Licensee or Licensee-funded third party developments, provided such developments only make "calls" of the Software, Third-Party Software or derivative works thereof or "object requests" that reference or cause execution of the base Software, Third-Party Software, or derivative works thereof.

    "Documentation" means all material, including all printed material and on-line or electronic documentation (excluding training materials), referencing the Software or Third-Party Software provided hereunder.

    "Fees" has the meaning set forth in Section 2.6.

    "Licensed Software" means Software that is provided by Licensor and installed on one or more Products of Licensee's devices including but not limited to desktop computers, laptop computers, tablet computers, smartphones or other computer systems (including devices provided by Seller pursuant to a Contract). Upon Licensor's making a Software Update (described below) available to Licensee, such Software Update shall be included in the Licensed Software.

    "Licensee" means the Buyer as that term is defined in the Terms and Conditions.

    "Licensor" means the legal entity within the Dover Fueling Solutions group that is either: a direct party to the Contract; or which has granted the party that is defined as the Seller in the Contract the right to distribute, resell, transfer or sublicense the Software.

    "Maintenance Release" shall mean each software subsystem or module, whether deemed a major or minor release, in Licensor's discretion, which has been developed by Licensor as a correction or conforming modification to the Software, such as, for example, to address bug fixes, software architecture changes or software compatibility with new hardware.

    "Software" means Licensor's proprietary computer software, Service Applications and Tools and software security devices provided directly or indirectly by Licensor under the Contract and this License, whether Software is provided separately or has been incorporated into a Product. (Software is classified into two categories – Licensed Software and Subscription Software. Provisions of this Agreement that mention "Software" apply to both Licensed Software and Subscription Software.)

    "Software Updates" means new versions of or updates to Licensed Software developed by Licensor and made available to Licensee.

    "Subscription Software" means Software that is hosted by Licensor, either on Licensor's computer systems or 3rd party computer systems or a combination thereof, and accessed by Licensee's computer systems over a network such as the Internet.

    "Terms and Conditions" means, at any time, the most current version of Licensor's terms and conditions of sale, which can be found at https://www.doverfuelingsolutions.com/terms, as may be modified by Licensor from time to time in its sole discretion or other terms and conditions mutually agreed to by Licensee and Licensor to which this License is attached or in which it is referenced, and in each case, into which it is incorporated.

    "Third-Party Software" means any computer software owned by a third party that Licensor may provide to Licensee hereunder.

    "Units" means the scope or quantity of the Licensee's rights to use the Subscription Software, whether defined by unique users, workstations or on an enterprise basis.

2. **License Grant.**

    2.1(a) Subject to the terms of this License, Licensor hereby grants to Licensee a non-transferrable and nonexclusive license to use the Licensed Software on Licensee's computer system, or in a Product, and also to use Documentation referencing the Licensed Software, including upgraded, modified or enhanced versions, and to use Third-Party Software, all for Licensee's internal business purposes only. Unless expressly agreed otherwise in the Contract, microcode, firmware, or operating system software required to enable the Product with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Products. Licensee will not make copies of the Licensed Software, archival or otherwise, or allow copies of the Licensed Software to be made by others, or use the Licensed Software in any other manner other than as described in this License and in the Terms and Conditions unless authorized by Licensor in writing. The number of Licensee's computer systems on which the Licensed Software may be used is expressly limited to one workstation per Customer site or each applicable Product on which Software was installed, unless otherwise specified in the Contract.

    2.1(b) Subject to the terms of this License, Licensor hereby grants to Licensee a non-transferrable and nonexclusive license to access and use the Subscription Software and to permit Licensee's authorized users to access and use the Subscription Software, and also to use Documentation referencing the Subscription Software, including upgraded, modified or enhanced versions, and to use Third- Party Software incorporated in such Subscription Software, all for Licensee's internal business purposes only. Licensor shall provide the Subscription Software in accordance with the Contract for the period and in the Units agreed in the applicable Contract. Licensee's rights to use the Subscription Software provided by the Licensor are governed by the applicable Contract agreed upon and executed between Licensee and Licensor. Licensee is solely responsible for any and all activities that occur under Licensee's account. Licensee shall notify Licensor immediately of any unauthorized use of Licensee's password or account or any other breach of security that is known or suspected by Licensee.

    2.2. Licensee has no right to **(i)** lease, lend, rent, transfer, distribute, host, sublicense, timeshare, grant access information (such as log-in and password information), disclose or allow third parties to access Software, Documentation, or Third-Party Software, nor assign any rights hereunder to a third party without Licensor's prior, written agreement; **(ii)** disassemble, decompile, reverse engineer, or otherwise attempt to reconstruct or discover the source code of the Software or Third-Party Software; **(iii)** pledge Software or Third-Party Software as collateral or otherwise, or encumber such Software or Third-Party Software with any lien or security interest; **(iv)** remove any Product identification, copyright, trademark, or other notice from Software, Documentation or Third-Party Software; **(v)** take any action or refrain to act in any way with respect to the Software, Third-Party Software or Documentation that would cause Licensor or Licensee to violate any applicable law, statute, ordinance or regulation, or the Contract, Terms and Conditions or this License; **(vi)** with respect to Subscription Software, use such Subscription Software for timesharing, service bureau, application provider service, software-as-a-service or similar purposes or otherwise use or allow others to use any part of the Subscription Software or the Documentation referencing the Subscription Software; **(vii)** with respect to Subscription Software, use or incorporate any hardware or software with any part of the Subscription Software; **(viii)** modify or create Derivative Works or other improvements of the Software or Documentation; **(iX)** access the Software or Documentation to create a new or competing product or solution; or **(X)** with respect to Subscription Software, attempt to gain unauthorized access to the Subscription Software, use any automatic device or manual process to monitor or copy any information within the Subscription Software or take any action that imposes an unreasonable load on its infrastructure or Licensor's network, or otherwise interferes or attempts to interfere with the proper working of the Subscription

Software. If Licensee believes that it is entitled to reverse engineer Software as a matter of local law (e.g., the Council Directive of May 14, 1991, of the Council of the European Communities, as amended), Licensee agrees that it shall first request technical information from Licensor. Licensee shall use any technical information delivered by Licensor only for purposes of ensuring "interoperability" and compatibility and shall treat such technical information as Proprietary Information (defined below). Any reverse engineering of Software shall void any warranties or indemnification obligations of Licensor and shall automatically release Licensor from any obligation to provide support services under this or any separate agreement.

2.3. Certain software Licensor provides to Licensee may contain Third-Party Software, including but not limited to "open source" software. Use of Third-Party Software and its source code may be governed by separate copyright notices and license provisions (including provisions giving the owners of such Third-Party Software rights to enforce such license provisions directly against Licensee), which may be found or identified in Documentation or on the media delivered with Software and which are incorporated by reference into this License. Licensee shall not modify or combine Software or any Third-Party Software in any manner that could cause, or could be interpreted or asserted to cause, Software or any modifications thereto to become subject to the terms of any license applicable to Third-Party Software. All Third-Party Software provided hereunder is bundled with Products and licensed for use with such Products only.

2.4. Unless otherwise provided in a Contract, Licensee shall have the right to use a single copy of the Software and Third-Party Software on a single computer workstation for use by a single user.

2.5. Except as otherwise agreed between Licensor and Licensee in a Contract, no copies of Software, Documentation, or Third- Party Software may be made by Licensee or any third party; provided, however, Licensee may copy and print Documentation for its own internal use, as long as the maximum number of copies does not exceed the number of users licensed hereunder.

2.6. The consideration that Licensee shall provide to Licensor in exchange for the license grants provided in this Section 2 (the "Fees") shall be set forth in any applicable Contract.

3. Support Services.

3.1. This License does not obligate Licensor to provide maintenance and support on any Software or Third-Party Software licensed hereunder. Support services are available under separate agreement. If Software is an upgrade of a previous version (provided such upgrade was obtained under a separate support services agreement with Licensor or a Licensor authorized distributor), Licensee may use the upgraded Software only in accordance with this License.

3.2. Licensor may provide Licensee with Maintenance Releases (including updated Documentation) that Licensor may, in its sole discretion, make generally available to its licensees at no additional charge. All such Maintenance Releases provided by Licensor to Licensee are deemed "Software". To the extent installation is required, Licensee will install all Maintenance Releases as soon as practicable after receipt. Licensee does not have any right hereunder to receive any new versions of the Software that Licensor may, in its sole discretion, release from time to time, except to the extent Licensor provides such new versions as a Software Update.

4. Audit. During the term of this License and for 3 years thereafter, Licensor may upon reasonable notice require that an independent audit of the use of Software and Third-Party Software be conducted during Licensee's normal business hours. Upon such notice, Licensee shall provide Licensor's independent auditor site access and the right to inspect relevant portions of Licensee's computer system on which Software and Third-Party Software resides. Licensee agrees to pay promptly: **(a)** all underpaid Fees and **(b)** if the underpayment is more than 5% of the Fees paid before audit, all audit costs and expenses.

5. Term and Termination.

5.1. Software, Documentation, and Third-Party Software shall be deemed accepted by Licensee upon receipt.

5.2. This License is effective until terminated. Licensor may terminate this License immediately if Licensee fails to comply with any of the terms and conditions herein or in the Contract. The license for any Software or Third-Party Software provided with leased equipment shall terminate concurrently with termination of the lease. This license shall automatically terminate with respect to Third-Party Software upon termination of Licensor's right to such Third-Party Software provided under this License, and Licensor shall provide notice of such termination to Licensee within a reasonable period. Upon termination in any of the foregoing cases, Licensee shall **(a)** cease using the relevant Software, Documentation, and/or Third-Party Software and **(b)** certify to Licensor within one (1) month of the termination that Licensee has destroyed or returned to Licensor the relevant Software, Documentation, and/or Third-Party Software, and all copies thereof.

5.3. Licensee may request that Licensor reinstate a terminated License, and, upon Licensor's written agreement (which may require performance of certain acts required of Licensee by Licensor), the License shall be reinstated. In such event, Licensee shall pay Licensor the then-current Fees for a new License of the appropriate type.

5.4. The Fees are subject to change at the sole discretion of Licensor. Licensor shall notify Licensee of any change to the Fees thirty (30) days before the change takes effect.

6. Ownership.

6.1. All Software, Documentation, and Third-Party Software are licensed and not sold. Licensee agrees that Licensor or its suppliers own all proprietary rights, including, but not limited to any patent, copyright, trade secret, trademark, and other proprietary rights, in and to Software, Documentation, and Third-Party Software, including any Derivative Works thereof, regardless of the source of development, including but not limited to cases where Licensee performs, or engages a third party to perform, such development and any corrections, bug fixes, and updates to such Software, Documentation, Third-Party Software, or Derivative Works.

6.2. Licensor does not authorize Licensee, or any party on Licensee's behalf, to develop or create any Derivative Works of Licensor's proprietary Software, or of Third-Party Software supplied by Licensor under this Agreement. To the extent any such Derivative Works are developed or created, however, Licensee hereby **(a)** agrees that the intellectual property rights to such Derivative Works are automatically vested in Licensor (or its affiliates, in Licensor's sole discretion), or in the owner of the Third-Party Software, as applicable, and may be used by Licensor (or the owner of any Third-Party Software Derivative Works) without limitation and without any obligation to Licensee; **(b)** irrevocably transfers and assigns, or shall cause any third party it engages to transfer and assign, to Licensor all intellectual property rights, title, and interest throughout the world in and to any such Derivative Works, including, but not limited to, all rights in and to any inventions and designs embodied in such Derivative Works or its associated technology; **(c)** agrees and forever waives any right to assert any claim contrary to (a) and (b) in this Section 6.2, including any claim of moral rights; and **(d)** agrees to take all steps necessary to fulfill the requirements as set forth in this Section 6.2 for any such Derivative Works whether developed by Licensee or by any third party under Licensee's direction. If by operation of law such rights are not automatically transferred and assigned as provided above, Licensee shall timely execute and deliver such instruments and take such other action as may be requested by Licensor to perfect and protect Licensor's (or Third-Party Software owner's) rights in any Derivative Works and to carry out the assignments effected by this Article 6 at no cost to Licensor.

6.3. Notwithstanding the foregoing, Licensor grants Licensee a "right to use" license to any Software or Third-Party Software Derivative Works for Licensee's internal business purposes only under the same terms and conditions that apply to Software, Documentation, and Third-Party Software under Article 2 herein.

6.4. For the purposes of this Article 6, the term "Licensor" shall mean Licensor, its affiliates, and their successors and assigns.

7. Limited Warranties.

7.1. Except as provided otherwise in a Contract, Licensor warrants, for Licensee's benefit alone, that under normal use, the media in which Software is embedded shall be free from substantial defects in material and workmanship, for a period of ninety (90) days from the date of delivery of the original Software ("Warranty Period").

7.2. Licensor warrants, for Licensee's benefit alone, that during the Warranty Period, Software will perform substantially in accordance with its Documentation. If, during the Warranty Period, an Error occurs (where "Error" is defined as a problem that has a material impact on the performance of the Software that is caused by an incorrect operation of the unmodified computer code in Software or an incorrect statement or diagram in Documentation that produces incorrect results), Licensor will use commercially reasonable efforts to correct such Error, provided Licensee furnishes Licensor with the following: **(a)** written notice of the Error, including a description of the failure to perform in accordance with Documentation and a specific description of the operating conditions (including the specific software/hardware configuration) under which the Error occurred, and **(b)** to the extent feasible, a representative sample of inputs for repeating and analyzing the Error. If Licensor is

unable, after commercially reasonable efforts, to correct the Error, Licensee's sole remedy shall be termination of this License and a refund of the Fees allocable to the specific nonconforming Software that have been paid by Licensee to Licensor hereunder.

7.3. Article 7 provides the exclusive remedies for all claims based on failure of or defects in Software and Documentation, whether the Error arises before, during, or after the applicable Warranty Period and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability, or otherwise. The warranties provided in Article 7 are exclusive and are in lieu of all other warranties, conditions, and guarantees whether written, oral, implied, or statutory. NO IMPLIED STATUTORY WARRANTY, WARRANTY OF NONINFRINGEMENT OR WARRANTY OF CONDITION OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES. Without limiting the foregoing, Licensor does not warrant that the Software or Documentation (or Licensee's use thereof) will be free from all errors or its use will be uninterrupted.

7.4. Any remedial steps taken by Licensor hereunder shall not extend the applicable Warranty Period.

7.5. Except as expressly authorized by Licensor in writing, all Third-Party Software shall carry only the warranties provided by the owners thereof and Licensor gives no warranties for such Third-Party Software.

7.6. Any breach of the obligations under this License shall render any warranty null and void, in addition to any other legal remedies available to Licensor.

8. Proprietary Information; Equitable Relief.

8.1. All information concerning or embedded in Software and Third-Party Software (including but not limited to source code, object code, and training materials), Documentation, and Third-Party Software is confidential and the property of Licensor (or its suppliers) and shall be considered Licensor's (or its suppliers') proprietary information ("Proprietary Information") whether or not the information is marked as Proprietary Information.

8.2. Licensor encourages Licensee to provide suggestions, proposals, ideas, and recommendations (together, "Feedback") regarding improvements to the Software, Documentation and other DFS Products. To the extent Licensee provides such feedback, Licensee shall assign, and hereby assigns, to Licensor all its right, title and interest to such Feedback.

8.3. Licensee acknowledges: **(a)** any use of Software, Documentation, or Third- Party Software in a manner inconsistent with this License or **(b)** any other misuse of Proprietary Information of Licensor (or its suppliers), will cause immediate irreparable harm to Licensor (or its suppliers) for which there is no adequate remedy at law. Licensee agrees that Licensor (or its suppliers) shall be entitled to immediate and permanent injunctive relief from a court of competent jurisdiction in the event of any such inconsistent use, misuse or threatened misuse by Licensee. The parties agree and stipulate that Licensor shall be entitled to such injunctive relief without posting of a bond or other security; provided, however, that if the posting of a bond is a prerequisite to obtaining injunctive relief, then a bond in an amount equivalent to U.S. $1,000 shall be sufficient. Nothing contained herein shall limit Licensor's right to any remedies at law, including the recovery of damages from Licensee for breach of this License.

8.4. The confidentiality obligations set forth in the Terms and Conditions with respect to items of confidential information shall expire, with respect to Software, and Documentation, five years after the date of disclosure, except with respect to information designated as a trade secret of Licensor, in which case the obligation will not expire unless and until such confidential information becomes part of the public domain or subject to an exception as set forth in section 6.4 of the Terms and Conditions, through no act or omission of Licensee.

8.5. Where Licensee is an individual entity who obtained the Software and Documentation directly from Licensor and uses the Software on one or more of Licensee's computer systems authorized by Licensor, Licensee shall provide the signed copy directly to the Licensor. Where Licensee is an individual entity who obtained the Software and Documentation from the Licensor through Licensor's distributor or Authorized Service Organization (ASO), which is a service provider duly authorized and under contract with Licensor to distribute the Software and Documentation, the Licensee shall provide the signed copy either to the ASO or directly to the Licensor. Upon request by Licensor, Licensee agrees to provide Licensor with a signed copy of this License.

8.6. **Collection and Protection of Licensee Data**. By executing any Contract, Licensee consents and agrees to the collection and use of information about Licensee and Licensee's use of Services (hereinafter "Licensee Data") in accordance, unless otherwise provided herein, with the privacy policy adopted by Licensor and available on Licensor's website, at https://www.doverfuelingsolutions.com/privacy, with the provisions therein applicable *mutatis mutandis* to Licensee Data collected in connection with the performance of any Contract. Except as provided herein, or in the privacy policy, Licensor will not sell, rent, or lease Licensees' personally identifiable information (defined as information that can be used on its own or with other information to identify, contact or locate a single person or to identify an individual in context) to others, but may provide aggregated statistics, and sales and traffic patterns, that are anonymized, or site-specific pricing information, to third parties in exchange for compensation or to support, enhance or improve the Services. Licensee consents and agrees that Licensor may collect, use, transmit, process and maintain, and share, as described above, information related to Licensee's account and any registered devices or computers for the purposes of providing, supporting, enhancing or improving the Services. As such, Licensor may collect technical data, including pricing data, aggregate statistics, sales, and traffic patterns related to or resulting from Licensee's use of Services that may be used by Licensor to support, improve and enhance the Services.

9. Assignment. Licensee may not assign or transfer this License without the consent of Licensor (which consent shall not be unreasonably withheld). Any assignment or attempted assignment by Licensee in violation of this provision is null and void *ab initio*.

10. Changes & Order of Precedence. Licensor may make changes to this License. All such changes shall be specified in the Contract, to the extent the License is applicable, to which this License shall be fully incorporated therein by reference to the most current version found at https://www.doverfuelingsolutions.com/terms. Unless otherwise agreed in writing, the following order of precedence shall apply if there is any conflict between the terms of the Contract, the License, or the Terms and Conditions: **(i)** the Contract, **(ii)** the License, **(iii)** the Terms and Conditions.

[End of Terms]