

Read this Agreement Carefully

THE TERMS OF THIS LICENSE AGREEMENT ("LICENSE AGREEMENT") APPLY TO DISTRIBUTORS, AUTHORIZED SERVICE CONTRACTORS (ASCs), AND END-USERS AS THE ORIGINAL LICENSEE AND TO ANY SUBSEQUENT LICENSEE OF THIS PASSPORT™ FAMILY PRODUCT AND UTILITY PROGRAMS.

Gilbarco® Inc. retains ownership of all rights in this version and copy of this Passport product and utility programs, any related service packs, upgrades, quick fixes, maintenance packs, Software Development Kit (SDK), and any related documentation (collectively, the "Licensed Product"). The Licensed Product is licensed to you ("Licensee"), according to the following terms and conditions, and the Licensee should carefully read these terms and conditions before using the product. Use of the product or other means of agreement constitutes the Licensee's agreement to and acceptance of these terms and conditions. If the Licensee does not agree to and accept them, licensee may not use the product. This Licensed Product is for the Licensee's use only in North America, unless otherwise approved in writing by Gilbarco for territories outside of the North America region. The Licensee is responsible for its use to achieve the Licensee's intended purpose and for the installation, use, and results obtained from the program.

LICENSE

Under this license, the Licensee may:

- 1. Use the Licensed Product only on one Passport system at a time.
- 2. Distribute, rent, sublicense, or lease the Licensed Product, provided that the end-user agrees in writing to adhere to the terms of this Agreement.
- Transfer the Licensed Product to another party, if the other party agrees in writing to the terms of this Agreement. If the Licensee transfers the Licensed Product, the Licensee must transfer the entire Licensed Product, including any documentation, the hardware on which the Licensed Product is installed, and all application and operation disks or media related to the Licensed Product.

Prohibited Uses

The Licensee shall NOT:

- 1. Make copies of the Licensed Product.
- 2. Install and/or use the Licensed Product on more than one Passport system at one time.
- Alter, modify, or adapt the Licensed Product, including, but not limited to translating, decompiling, disassembling, reverse compiling, reverse engineering, or creating derivative works of any part of the Licensed Product.
- 4. Sublicense, assign, or transfer the Licensed Product except as expressly provided in this Agreement.
- 5. Transfer the Licensed Product to hardware other than the hardware it was delivered with or installed on initially. A new license must be purchased with any new or used hardware.
- 6. Use the Licensed Product to control or connect to gasoline pumps or dispensers located at a street address different from that where the Passport system is located.
- 7. Use the Remote Access features contained in the Licensed Product for delivering new applications and maintenance releases from off-site

TERM

The License Agreement and the Licensee's right to use the Licensed Product will automatically terminate upon Licensee's failure to comply with any provision of the License Agreement.

GENERAL

Gilbarco retains all rights not expressly licensed or granted herein. Passport is a registered trademark of Gilbarco. Nothing in this Agreement grants any rights to the end-user to any Gilbarco trademark. This License Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to any choice or conflict of laws principles of such state, and all disputes shall be adjudicated therein.

NOTICES

Licensee agrees that it shall not remove or alter (or permit others) any copyright notices in or on the Licensed Product.

Limited Warranty

- The POS Equipment includes certain software (including any updates) that is necessary for the operation of the POS Equipment (the "Software"). Gilbarco warrants that the Software will conform in all material respects to the documentation during the first ninety (90) days of the warranty period or, in the case of updates, during the first ninety (90) days after installation of such update (collectively, the "Software Warranty Period"). During the Software Warranty Period, Gilbarco shall use commercially reasonable efforts to identify and correct any such non-conformities, at Gilbarco's expense, and provide a corrected version of the Software. Gilbarco's obligations are subject to the following:
- Within a reasonable time after notifying Gilbarco of any nonconformity, the retailer must provide Gilbarco with sufficient information (programs and/or instructions) to allow Gilbarco to reproduce the non-conformity.
- This warranty does not cover travel or labor.
- · This warranty does not cover defects related to:
- (i) Use of the Licensed Product on unapproved equipment, including but not limited to equipment that was purchased used,
- (ii) Modification to the Licensed Products, or
- (iii) Any defect caused by or otherwise related to such use or modifications.

THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GILBARCO IS NOT LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION; PERSONAL INJURY, DEATH, PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE, PRODUCT DAMAGES, LOSS OF PRODUCT, THEFT OF PRODUCT, LOSS OF REVENUE OR PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER BUSINESS OR COMMERCIAL LOSS, EVEN IF GILBARCO HAS BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. GILBARCO IS NOT LIABLE FOR THE UNLAWFUL OR FRAUDULENT USE OF ITS PRODUCTS.

Gilbarco® is a registered trademark of Gilbarco Inc. Passport^m is a trademark of Gilbarco Inc. © 2020 Gilbarco Inc. 7300 West Friendly Avenue • Post Office Box 22087 Greensboro, North Carolina 27420 Phone (336) 547-5000 • http://www.gilbarco.com • Printed in the U.S.A. $\textit{MDE-3592B Passport}^{\texttt{TM}} \textit{Licensing Agreement} \bullet \textit{July 2020}$

