GILBARCO INC.

TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

1.   Acceptance.   The following terms and conditions are applicable to all quotations and purchase orders and are the only terms and conditions applying to the sale of Gilbarco's products or services except those that relate to prices, quantities, delivery schedules, and the description and specifications of the products. Gilbarco hereby objects to and rejects any other terms and conditions appearing on, incorporated by reference in or attached to a purchase order. Buyer's acceptance of such products or services shall constitute its acceptance of these terms and conditions.

2.   Site Data. Certain Gilbarco products and services are provided by authorized third parties who may also require access to certain site information related to product hardware/software and performance data, to deliver the products and/or services as intended. Buyer agrees to such data collection for Gilbarco or its authorized third parties. Gilbarco does not collect cardholder data. To the extent applicable, Gilbarco maintains all necessary PCI certifications for its Services.

3.   Term for Services. Services are provided for an initial term, as provided in the applicable documentation from Gilbarco. If no initial term is specified, then the initial term is one (1) year . Services shall automatically renew for successive one (1) year periods unless one party provides the other with thirty (30) days' written notice of its intent not to renew.

4.   SaaS Services. For services that are offered through software as a service ("SaaS Services"), including but not limited to Insite360, the following terms apply:

(a)   Buyer must authorize each individual accessing and using the SaaS Services on Buyer's behalf ("User"). Users will have a unique User ID and password to access to the SaaS Services ("Credentials"). Credentials must not be shared with any other individual and persons may be reassigned as Users only if that individual is permanently replacing the prior User. Buyer is responsible for ensure the security and confidentiality of all Credentials. Buyer shall promptly notify Gilbarco if it believes any Credentials have been improperly disclosed or accessed or any other unauthorized access of the SaaS Services. Buyer shall be liable for all actions taken under such Credentials. Buyer is also liable for its Users' compliance with these terms.

(b)   SaaS Services are subject to usage limitations as set forth in the applicable order or description of services and exceeding the usage limitation shall be a material breach.

(c)   Buyer grants Gilbarco a worldwide, limited-term license to host, copy, display, and use any information, data, and/or files that Buyer transmits, uploads, creates, or stores to or on the SaaS Services ("Buyer Data"): (i) as necessary to provide the SaaS Services, and/or (ii) in an anonymized manner, including to compile statistical and performance information related to the provision and operation of the SaaS Services or related equipment. Subject to the foregoing, Gilbarco acquires no rights to any of the Buyer Data. Buyer represents and warrants that Buyer has the right to provide to Gilbarco the information and data provided in association with the services and to grant the rights for Gilbarco to use any such information and data. Gilbarco does not pre-screen or approve Buyer Data but reserves the right to remove Buyer Data that Gilbarco believes to be infringing, offensive, objectionable, or illegal at its sole discretion and without any liability. Buyer is solely responsible for the accuracy, quality, and legality of the Buyer Data.

(d)   SaaS Services are not static, and Gilbarco reserves the right (but does not undertake the obligation) to make changes to the SaaS

Services. If Gilbarco is required by a licensor to remove any content included in the SaaS Services ("Content") or receives information that Content provided may violate applicable law or third-party rights, Gilbarco may promptly remove such Content from the SaaS Services. Upon request from Gilbarco, Buyer will remove such Content from its systems. Gilbarco may also make additional features and functionality available to Buyer via the SaaS Services for which Gilbarco charges additional fees. Access to such additional features and functionality shall only be granted, and Buyer shall only be charged for such additional fees, upon the parties' written agreement.

(e)   Buyer is responsible for designating on Gilbarco forms its monitoring, reporting, and other requirements. Buyer is solely responsible for defining the type and frequency of monitoring required to meet all regulatory and other standards. Gilbarco has no obligation to monitor federal, state or local law, or to modify services based on changes in such laws;

(f)   For 30 days after the effective date of termination or expiration of an order for SaaS Services, Gilbarco will make the Buyer Data available to Buyer for export or download pursuant to Gilbarco's then-current procedures, provided that Buyer has paid all Fees by Buyer and has requested such Buyer Data. After such 30-day period, Gilbarco will have no obligation to maintain or provide any Buyer Data, except as required by applicable law.

(g)   Gilbarco will use commercially reasonable efforts to make the SaaS Services available for Buyer to access 24 hours a day, seven days a week, excluding planned maintenance and any downtime necessary for Gilbarco to address an emergency or security incident. Gilbarco shall not be responsible for (a) telecommunications or Internet failures; (b) service interruptions due to disasters, acts of God, or any other act, omission, or event beyond Gilbarco's control; (c) delay or failure of any third-party delivery service; (d) any problem caused by Buyer's or its Users' improper use of the SaaS Services; or (e) any security breach of Gilbarco's or Buyer's systems by a hacker, virus, worm, or other intentional in-person or electronic interference.

(h) Buyer Obligations.

  i.Buyer shall be solely responsible, at its own expense, for: (a) acquiring, installing and maintaining all connectivity hardware, software, communication lines, related services, and interface devices, and any other equipment as may be necessary to connect to and use the SaaS Services; (b) obtaining all required consents, licenses, and permits; (c) allowing Gilbarco to access the products and other devices required for the use of the SaaS Services at the applicable locations ("Site"); and (d) maintaining the Site and all other equipment located at the Site.

  ii.Unless expressly authorized by Gilbarco, Buyer will not, directly or indirectly:

  1. use the SaaS Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;

  2. use the SaaS Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example,

computer viruses, worms, Trojan horses, logic bombs, spyware, adware, and backdoor programs;

3. interfere with or disrupt the integrity or performance of the SaaS Services;

4. attempt to gain unauthorized access to any of the SaaS Services or Content or any related systems or networks;

5. modify, copy, or create derivative works based on the SaaS Services or Content or any part, feature, function, or user interface thereof;

6. conceal or remove any title, trademark, copyright, proprietary, or restricted rights notice contained within any of the SaaS Services or Content; or

7. conduct any benchmarking against competitive services or technology with the purpose of disclosing such results to any third party.

(i) If Buyer breaches any of these terms and conditions, Gilbarco may immediately suspend or terminate the use of the SaaS Services without any liability.

(j) Buyer will indemnify, hold harmless, and defend Gilbarco from and against any and all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees), claims, suits, proceedings, and actions arising from or relating to: (a) compensation for, or other damages relating to, work performed by a contractor or third party being dispatched or notified of an alarm by the SaaS Services or Gilbarco on behalf of Buyer, regardless of the accuracy of such alarm, unless such dispatch or notice was covered by a current warranty from Gilbarco; or (b) infringement or misappropriation of any third-party intellectual property right arising out of or resulting from the Buyer Data or any other materials provided by Buyer.

(k) BUYER ACKNOWLEDGES THAT GILBARCO DOES NOT PROVIDE ANY LEGAL ADVICE AS TO BUYER'S MONITORING, REPORTING, AND OTHER REQUIREMENTS, AND THAT BUYER IS SOLELY RESPONSIBLE FOR ITS MONITORING, REPORTING, AND OTHER REQUIREMENTS. SIMILARLY, GILBARCO HAS NO OBLIGATION TO MONITOR ANY FEDERAL, STATE, OR LOCAL LAWS APPLICABLE TO BUYER OR TO MODIFY THE SAAS SERVICES TO ACCOMMODATE ANY SUCH LAWS. BUYER IS SOLELY RESPONSIBLE FOR DETERMINING ITS LEGAL RESPONSIBILITIES UNDER SUCH LAWS.

5. Warranties. Gilbarco warrants its equipment parts and supplies in accordance with its standard warranty policies. A written copy of these policies accompanies these terms and conditions or is available upon request. Gilbarco represents and warrants that it will perform services materially in accordance with the written descriptions. Buyer acknowledges that the SaaS Services, and/or the equipment used to provide SaaS Services cannot and does not function as leak prevention and cannot and will not prevent a release. Buyer's sole remedy and Gilbarco's sole obligation in the event of any breach of the warranties for Services shall be to request Gilbarco to re-perform the nonconforming portion(s) of the services. If Gilbarco believes the foregoing remedy is not commercially reasonable, Gilbarco will refund to Buyer an amount equal to the amount paid by Buyer to Gilbarco for the nonconforming portion(s) of the services. THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY WITH RESPECT TO THE SERVICES AND/OR SOFTWARE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. GILBARCO DOES NOT WARRANT THAT THE SERVICES WILL MEET BUYER'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, BUYER'S USE OF THE SERVICES, SOFTWARE, OR ANY DATA MADE AVAILABLE THROUGH THE SERVICES ARE SOLELY AT BUYER'S OWN RISK.

6. Limitation of Buyer's Remedies. GILBARCO WILL NOT BE LIABLE FOR CLAIMS OR DAMAGES CAUSED BY BUYER'S FAILURE TO FULFILL ITS OBLIGATIONS HEREIN. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, GILBARCO SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY WITH RESPECT TO ANY PRODUCT OR SERVICE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR:

(A) ANY CLAIMS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY ARRANGEMENT BETWEEN BUYER AND ANY THIRD PARTY, OR ANY FAILURE OF PERFORMANCE, BY A THIRD PARTY;

(B) FAILURE OR DELAY OF RESPONSE TO A GILBARCO NOTIFICATION TO BUYER OF A CONDITION, FAILURE OR DELAY OF A DELIVERY;

(C) FUEL SPILLS OR LEAKS, OBTAINING OR MAINTAINING COMPLIANCE PERMITS OR OTHER GOVERNMENTAL REGULATIONS, OR FOR TAXES, FINES OR OTHER GOVERNMENTAL LEVIES AGAINST BUYER;

(D) INTERRUPTION OF USE; LOSS, INACCURACY, OR CORRUPTION OF SOFTWARE OR DATA; OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY;

(E) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF GILBARCO IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE ABOVE LIMITATION DOES NOT APPLY TO ANY INDEMNIFICATION FOR INFRINGMENT, WHICH IS EXPRESSLY LIMITED TO THE REMEDIES LISTED THEREIN. IN ANY EVENT, GILBARCO SHALL BE LIABLE ONLY FOR ACTUAL DAMAGES AND GILBARCO'S MAXIMUM LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, SHALL NOT EXCEED (i) THE CONTRACT PRICE OF THE PRODUCTS GILBARCO FURNISHED; OR (ii) THE AGGREGATE OF FEES PAID TO GILBARCO FOR SERVICES DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE MOST CURRENT EVENT GIVING RISE TO SUCH LIABILITY OCCURRED.

7. Gilbarco's Remedies. Without waiving any other rights or remedies available to it under applicable law or otherwise, Gilbarco may, at its option, defer shipment or deliveries hereunder or pursuant to any other contract with Buyer, until all past-due accounts of Buyer to Gilbarco have been satisfied in full. Any rights or remedies herein shall be in addition to and not in lieu of any other rights or remedies Gilbarco may have at law or in equity.

8. Proprietary Rights.

(a) Gilbarco shall retain all rights to designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising out of or resulting from Gilbarco rendering engineering services to and designing systems/ products for Buyer's use. Buyer agrees not to enforce against Gilbarco or customers of Gilbarco any patent rights, the scope of which includes a system, process or business method utilizing products or engineering services delivered hereunder by Gilbarco and which relates to an invention, improvement, enhancement or development made by or for Buyer.

(b) Gilbarco and its licensors are the author and owner of all services and other creative materials or software for the services

(including SaaS Services). Gilbarco hereby grants to Buyer a personal, non-exclusive, non-transferable, non-sublicensable right to use the software that is provided as part of the services ("**Software**"), including any updates thereto, solely for use of the services. Buyer may request that Gilbarco provide Buyer's designated ASC with access to services to assist Buyer with the monitoring, maintenance, or repairs of the sites. Such access will (i) be subject to the limitations provided herein; (ii) require the ASC to sign an access agreement with Gilbarco; and (iii) require that Buyer be jointly liable for any such access granted to the ASC. Buyer shall not reverse engineer, decompile, or disassemble the Software or the services. Gilbarco and its licensors shall retain all other rights, title and interest in and to the services and the Software, including but not limited to (i) all derivative works and all related documentation; and (ii) all Gilbarco service marks, trademarks, trade names or other designations; and (iii) all other intellectual and industrial property rights of any sort in the services and the Software. Upon termination of the services, the foregoing licenses shall terminate immediately.

(c)　　Gilbarco shall defend and hold harmless Buyer from and against amounts payable under any judgment, verdict, court order or settlement for third party claims against Buyer that the Services infringes the intellectual property of the third party, provided: (i) Gilbarco shall have the right to control all negotiation, defense, and settlement of such a claim so long as the settlement does not require payment, admission, or action by Buyer; and, (ii) Buyer provides Gilbarco with prompt notice of such claim that Gilbarco's right to defend the matter is not diminished in any way. If Gilbarco receives a claim for intellectual property infringement or misappropriation related to services, at its own discretion, Gilbarco may (i) obtain a license at no additional cost to Buyer for continued use of the services; (ii) subject to the warranty, modify the Services so that they no longer infringe or misappropriate the intellectual property; or (iii) terminate the services upon 30 days' written notice to Buyer with a refund to Buyer of any prepaid fees prorated for the remainder of the term;

9. Confidentiality. Buyer and Gilbarco ("Recipient") may receive from the other party ("Discloser") in the performance of the Services certain confidential or proprietary information belonging to the Discloser ("Confidential Information"). Recipient shall treat such Confidential Information as confidential, using the same degree of care as it uses to protect its own confidential information, but no less than reasonable care. Recipient shall not disclose or otherwise use such Confidential Information, except as provided herein. Recipient may use or disclose the Confidential Information (i) as required for the Services, but only by Recipient representatives who are bound by confidentiality obligations no less stringent than this herein, and (ii) as required by a court order or other legal process. These confidentiality obligations shall survive for five (5) years after the termination of the Services. Nothing herein shall restrict any use or disclosure of a party's information that: (a) is or becomes publicly available through no fault of the other party; (b) is independently developed by the other party; or (c) Recipient receives from a third party without confidentiality obligations. Buyer Confidential Information revealed to third-parties because Buyer allowed the third party access to the services, is explicitly not subject to the foregoing confidentiality obligations. Gilbarco has the right to use and transfer any information or data collected as needed to provide the Services and, to the extent permitted by applicable law, to use or transfer such data for other purposes but only if aggregated with other information or otherwise does not identify Buyer.

10. Buyer agrees to defend and hold harmless Gilbarco for any claims that (i) by contractors or third parties dispatched or notified of an alarm by Gilbarco on behalf of Buyer, relating to compensation for work performed associated with such dispatch or notice which was not

covered by a Gilbarco warranty, and (ii) related to permitted uses of information and data Buyer provides in association with the services.

11.　　Delay.
(a) Delivery and implementation dates are approximate and are not guaranteed, and Gilbarco shall not be liable for damages of any kind resulting from any delays in fulfillment, shipment or delivery of orders. Furthermore, Gilbarco shall not be liable for any other loss, damage, cost or expense due to causes beyond its reasonable control, such as acts of God, acts of Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes;
(b) In the event of a delay in delivery exceeding ninety (90) consecutive days, Buyer has the right to terminate its order as to the undelivered portion thereof without penalty.

12.　　Products/Services Not for Resale. Buyer hereby expressly agrees, acknowledges, represents and warrants to Gilbarco that:
(a) it is the Gilbarco's policy to sell these types of products and/or services only to end users for their own use;
(b) the products/services that are the subject of this order are not intended for resale;
(c) the products/services that are the subject of this order are in fact being purchased by Buyer for Buyer's own use and not for resale, license, lease (in a service bureau or otherwise) to any third party; and
(d) in the event that Buyer breaches the foregoing acknowledgment, covenant, representation and/or warranty by reselling the products that are the subject of this contract, Gilbarco shall be permitted to (i) void, eliminate and/or refuse to continue to extend or make available to Buyer any volume or other types of discounts, rebates or preferential payment terms to which Buyer is now or hereafter otherwise might be entitled to or eligible to receive from Gilbarco, (ii) discontinue the applicable service without liability, or (iii) refuse to accept any further orders from Buyer. The foregoing is not intended to prevent Gilbarco authorized distributor ("Distributor") from reselling a Gilbarco product/service to an end user provided that such sale is permitted under the Distributor's signed, written agreement with Gilbarco. Notwithstanding the foregoing, nothing in these Terms and Conditions is intended to restrict any OEM from incorporating any products purchased from Gilbarco into equipment that is to be resold to the OEM's end customer so long as such OEM provides a reasonable certification of such use to Gilbarco.

13.　　Production Discontinuation. Gilbarco may, at its sole discretion, cease to make available for purchase any or all of its products from time to time and discontinue support for such products (except with regard to warranty obligations set forth herein). In such circumstances, Gilbarco shall endeavor to give the Buyer reasonable notice of such discontinuation and opportunities for replacement or substitute products.

14.　　Cancellation. Unless otherwise agreed in a writing signed by authorized representatives of Buyer and Gilbarco, (i) all canceled product orders will be subject to a 25% cancellation fee, and (ii) Buyer may not cancel orders for non-standard products, orders for products which have left Gilbarco's dock, or customer requested development that has already commenced.

15.　　Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, USA, without regard to the conflicts of law's provisions. Buyer and Gilbarco consent to the sole and exclusive venue and jurisdiction of the courts situated in Guilford County, North Carolina, USA. Buyer must commence any action for loss or damage with respect to the products or services which are the subject of this contract within one year from the date of delivery of such products or services or such claim shall be forever barred.

16. **Compliance with Laws/Anti-Corruption.** Buyer shall comply fully with all applicable laws, rules and regulations, including without limitation those of the United States and any and all other jurisdictions globally ("Laws") that apply to Buyer's business activities in connection with its purchase of products or services from Gilbarco. Specifically, Buyer shall comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or similar matters that are applicable to Buyer's business activities in connection with this Agreement, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Buyer will take no action that will cause Buyer or Gilbarco or any of their affiliates to violate any such laws.

17. **Entire Agreement.** Unless otherwise agreed in a writing signed by Gilbarco and Buyer, these terms constitute the entire agreement between the parties, there being no other promises, terms, conditions, or obligations referring to the subject matter contained herein. If any term or provision be determined to be invalid or unenforceable, the remainder shall not be affected thereby, and each term and provision of this contract shall continue to be valid and enforced to the full extent permitted by law. Any modifications hereto shall be in writing and signed by both parties.