



MY FUEL SIGHT by: Blue Pump Software, LLC

End User License Agreement

This end user license agreement (the “**Agreement**”) is entered into between Blue Pump Software LLC (in either case “**we**”, “**us**”, “**our**”, “**company**”) and you or the company you represent (in either case “**You**”, “**Your**”, “**You**”). This Agreement applies to the software that accompanies this Agreement known as My Fuel Sight (the “**Software**” or “**App**”), in whichever manner you may receive it or make use of it, which shall include all: downloads of the App, updates or patches to App, documentation for the App such as user guides, training videos and other documentation, online services, such as those appearing on the www.myfuesight.com (the “**Site**”), that relate to the App and all Company support services, (such as technical support, system setup, installation assistance, related to the App or otherwise.

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND BLUE PUMP SOFTWARE LLC. BY INSTALLING OR USING THE APP YOU ARE AGREEING TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THE APP AND MUST UNINSTALL AND DISCONTINUE USE OF THE APP.

1. App License

The App is licensed, not sold. This Agreement only gives you some rights to use the App. Blue Pump Software LLC reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this Agreement. Subject to the terms of this Agreement, Blue Pump Software LLC grants you, and you accept, a limited, non-transferable license to use the App only for the specific purposes set forth herein, and for no other purpose (the “**License**”). The purpose for which the foregoing limited, non-transferable license is granted is to permit you to use the App to assist you in retail sales and management on a single tablet, computer, mobile device (each a “**Device**”), or a single network server supporting no more than the permitted number of Users (as defined below) at one time. Your Device operating system must be operating according to vendor / licensor / carrier specification and it may not be hacked or jail-broken. You must be the rightful user of your Device. Blue Pump Software LLC assumes no liability whatsoever from compromised or unlicensed Devices running the App.

2. Limitations on App Use

Without limitation, you agree not to: (i) use the App in any form other than object code form; (ii) decompile, reverse engineer, or otherwise seek or utilize any expression of the App in other than object code form; (iii) copy the App or any part thereof (including without limitation reproduction of screenshots of the operation thereof); (iv) alter or otherwise modify the App, or any part thereof for any purpose; (v) sub-license, or assign the use of the App to any third party; (vi) publish the software for any purpose; (vii) use the App for any purpose that is a breach of

laws applicable in the jurisdiction where you reside, any of the United States or Canada.

The License is granted for use by an individual user, that is you, or a person employed by your company (each a “**User**”). You are prohibited from using the App from more than one location at a time unless multiple licenses were purchased, nor installing it in a fashion that makes it available for running on or access from more than one User Location at a time (meaning a License by which more than one User may use the App), and paid the corresponding Fee (as defined below).

3. Multiple Users

Each User is bound by the terms of this Agreement. In so far as you have a Multi-User License, you shall have the right, as the beneficiary of such license to control access to the App by the Users that benefit from your Multi-User License. You are responsible for the acts and omissions of any User to whom you grant access through a Multi-User License. Blue Pump Software LLC is not responsible for any Merchant Data (as defined below) cause by you or a User authorized as such by you through a Multi-User License. A Multi-User License is limited to devices located at an individual location and a Multi-User License will not be allowed to be utilized for multiple locations, a location is defined by a User physical address; property of which the User location resides.

4. Data Collection and Access

4.1 In the course of using the App, you may upload data to the App concerning your App preferences, goods, services, pricing, catalogue, pictures, videos, terms of sale, terms of payment processing, other customizable fields within the App, employee information, agent information, Client (as defined below) information, version, App version, App product ID, internet protocol address of your Device, hardware configuration of your Device, including unique identifiers of the hardware, firmware, or operating system (all being “**Merchant Data**”). BY USING THE APP, YOU ARE GRANTING COMPANY A RIGHT TO COLLECT, STORE, USE AND DISTRIBUTE THE MERCHANT DATA AS PER YOUR INSTRUCTIONS THROUGH THE APP IN ORDER TO FACILITATE YOUR USE THEREOF AND THE USE THEREOF BY YOUR CLIENTS (each a “**Client**”). Merchant Data will be stored on servers controlled by us, and not necessarily on your Device. Other than the foregoing rights in the Merchant Data, all Merchant Data shall remain your sole and exclusive confidential property. We may, however, use anonymized, aggregate Merchant Data for its own internal purposes or for the purposes of analyzing its licensee needs and promoting the App to third parties. You are responsible for the content and accuracy of all Merchant Data.

4.2 We reserve the right (but have no obligation) to reject or edit Merchant Data, in so far as it is distasteful or appears to be used in contravention of third party intellectual property rights as reasonably determined by Company. We can only remove Merchant Data from its network, and make no representation or warranty regarding the removal of Merchant Data from sites outside of the Company network.

4.3 Where Merchant Data include images, you grant to Blue Pump Software an exclusive

revocable license to use, copy, distribute, transmit, display and publish such images in connection with your License. You also expressly agree not to display, transmit or use these images in any way in connection with any services competing with Company.

- 4.4 Blue Pump Software LLC may provide access to the Merchant Data through the Site through which you may be able to change Merchant Data, subject to the terms of use of the Site and this Agreement.
- 4.5 By entering your personal information, such as first name, last name, phone number, email or other such information, you agree to let us use that information for marketing purposes, including but not limited to, contacting you directly for services, or passing your information onto third parties for marketing of related services or products.

5. Cardholder Data

The App does not store information from Client credit cards or other payment instruments (“**Cardholder Data**”). You must not store Cardholder Data, unless you do so in accordance with applicable law and payment industry rules and policies. You must operate your business, in full compliance with applicable payment industry rules and standards including without limitation, those applicable to merchants and appearing on the following sites all of which are incorporated herein by reference: www.mastercard.com, www.visa.com and www.pcisecuritystandards.org.

6. Fees

The License to use the App is subject to your payment of fees as set out on the Site (the “**Fees**”). Fees are subject to change by notice through the App or the Site; your continued use of the App. The Fees shall be in addition to any other fees for which you may be liable to the Company under other agreements with the Company.

7. Support

Support for the App is provided as part of the License Fee and will be provided so long as fees are paid in full at all times.

Your Representations and Warranties.

It is agreed between the Parties that performance by Blue Pump Software LLC hereunder, whether the representations, warranties and covenants of you are fulfilled or not, shall in no manner whatsoever waive the benefit, to Blue Pump Software LLC, of any such representations, warranties and covenants of you. You hereby warrant and covenant to Company that:

- 7.1 Duly Constituted. You are a business or carries on an organized economic activity for profit or otherwise and, if you are not an individual, you are duly constituted under the laws of your constituting jurisdiction and that you have legal capacity to enter into this Agreement and perform its obligations hereunder. You are registered as a business in every jurisdiction where you carry on business;

- 7.2 Duly authorized. If you are an individual, you are over the age of 18. If you are a company, you have the necessary corporate power and authority to execute this Agreement and to perform its or his obligations hereunder. Such execution and performance by the you does not require any action or consent of, any registration with, or notification to, any person, or any action or consent under any laws or regulations which the you is subject;
- 7.3 Notice of Defects. You will immediately advise us and your clients in writing of defects in your products or services or any claim or threatened claim against it in relation to them;
- 7.4 Compliance with Laws. Your business conforms to all applicable laws in the jurisdictions where Blue Pump Software LLC, you, and its customers are located. It will conduct its business affairs in an ethical manner and in accordance with the terms and intent of this Agreement, and in compliance with all applicable laws and regulations, including but not limited to all laws and regulations applicable in the jurisdiction where you reside, the United States, Canada and all jurisdictions where your Clients are located. You shall not use the App to sell or promote or otherwise facilitate pornography, gambling or casinos, whether online or otherwise;
- 7.5 Customer Information. You have obtained all necessary express consents of your Clients to disclose to us any and all personal or other non-public information concerning them that is necessary for Blue Pump Software LLC to operate its business.
- 7.6 Solely for Business Purposes. You shall use the App exclusively for business purposes or in the course of carrying on an organized economic activity, whether for profit or otherwise.
- 7.7 Collection of Taxes. You agree to collect and remit all taxes applicable to your products and services.
- 7.8 Opportunity to Consult Counsel. You have had the opportunity to consult legal counsel for the purpose of reviewing and obtaining advice as to the terms hereof.

8. Title in App

The App, including its source and object codes, documentation (including all descriptive material concerning the functions and technical specifications of the App, user manuals, technical manuals, and other materials issued to Licensee in connection with the License), appearance, structure and organization, is a proprietary product of Blue Pump Software LLC and is protected by copyright and other laws. Title to the App, and any copy, update, modification or merged portion thereof, shall at all times remain with us. You acknowledge that we expressly reserve the entire right, title and interest in and to the App, and retain the exclusive right to reproduce, publish, sell, modify, distribute, prepare derivative programs of, and license to other licensees, the App. You shall not remove any trademarks, proprietary legends, or copyright notices from the App, or reproduce, publish, sell, modify, distribute, prepare derivative programs of, or sublicense the App in any manner.

9. Confidential Information

You agree that, during the term hereof and for a period of two (2) years thereafter neither you nor any of your affiliates will directly or indirectly disclose any Confidential Information. For the purposes of this Agreement, “**Confidential Information**” means all proprietary, secret or confidential information or data relating to Blue Pump Software LLC and any of its affiliates, operations, employees, independent sales organizations, agents, products or services, clients, customers or potential customers, merchants or users or merchants. Confidential Information shall include, without limitation, client lists, all agreements and all parts thereof, financial or other data in any format, computer access codes, instruction and/or procedural manuals, giftcard information, human resource or personnel information, business strategies and the terms and conditions of this Agreement. Information shall not be considered Confidential Information to the extent, but only to the extent, that such information is: (i) already known to the receiving party free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) or becomes publicly available through no wrongful act of the receiving party; (iv) independently developed by the receiving party without reference to any Confidential Information of the other; or (v) required to be disclosed by law. Upon any termination hereof, you shall return all Confidential Information in its possession to us.

10. Indemnification

You shall defend, indemnify and hold harmless Blue Pump Software LLC, its directors, officers, employees, agents, assigns, and successors-in-interest from and against any and all third-party liability, damages, losses, claims, demands, actions, causes of action and costs (including attorneys’ fees and expenses) arising out of or resulting from (i) your performance under this Agreement including, without limitation, performance, nonperformance, or defect in performance, any statement, misstatement, representation or misrepresentation made by you; (ii) the negligent or willful acts or omissions of you or your agents and/or employees; and (iii) any statements, claims, representations or warranties made by you or your agents and/or employees, relating to any products or services that you may offer or any other matter.

11. LIMITATION OF LIABILITY

NO WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLUE PUMP SOFTWARE LLC EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE APP OR THAT THE OPERATION OF THE APP WILL BE INTERRUPTION OR ERROR FREE.

LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, BLUE PUMP SOFTWARE LLC, ITS VENDORS, CLIENTS, AGENTS AND LICENSORS, SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO YOUR FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF BLUE PUMP SOFTWARE LLC HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EXCEPT AS REQUIRED BY LAW, IN NO EVENT SHALL BLUE PUMP SOFTWARE LLC’S LIABILITY (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE) TO YOUR, OR

ANY THIRD PARTY, IN ANY WAY CONNECTED WITH OR ARISING OUT OF THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID TO US DURING THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

FOR GREATER CERTAINTY, THE FOREGOING LIMITATIONS SHALL APPLY TO ANY AND ALL LIABILITIES THAT MAY ARISE HEREUNDER, INCLUDING THOSE ON ACCOUNT OF LOSS OR BREACH OF MERCHANT DATA, FAILURE OF THE APP TO FUNCTION FOR ITS INTENDED PURPOSE, FAILURE OF THE APP TO COMMUNICATE WITH PAYMENT PROCESSORS OR OTHER THIRD PARTY APPLICATIONS. BLUE PUMP SOFTWARE LLC MAKES NO REPRESENTATIONS AS TO THE ABILITY OF THE APP TO INTERGRATE WITH PAYMENT PROCESSORS. YOU RETAIN SOLE LIABILITY FOR YOUR AGREEMENTS WITH PAYMENT PROCESSORS AND SHALL, WITHOUT LIMITATION, INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING ON ACCOUNT THEREOF.

You shall have sole and exclusive responsibility for the operating system of your Device, its being functional, up to date and secure. We strongly recommend that you use anti-virus software and encrypted Wi-Fi network connections where such connections are in use.

You agree that you are solely responsible for Internet, Wi-Fi or other connectivity within your premises.

Force Majeure. Blue Pump Software LLC shall use its commercially reasonable efforts to perform its obligations hereunder, however, Blue Pump Software LLC, its affiliates, agents or licensors shall not be liable for any loss resulting from the activities of you, nor from any erroneous statements or errors in transmission, nor for any loss resulting from any delay, interruption or failure to perform hereunder due to any circumstances beyond our reasonable control including, without limitation, acts of god, fire, explosion, earthquake, riot, terrorism, war, sabotage, accident, embargo, storms, strikes, lockouts, any interruption, failure or defects in Internet, telephone, or other interconnect services or in electronic or mechanical equipment. Our obligations hereunder shall be suspended during any of the foregoing circumstances, which suspension shall not be a cause for termination of this agreement by you.

12. Term and Termination

12.1 Term. The term of this Agreement shall begin as of when you first install the App on your Device and shall end thirty (30) days thereafter, after which it shall be automatically renewed for additional and successive thirty (30) day terms until terminated in accordance with the terms hereof.

12.2 Termination. We may terminate this Agreement at any time on notice to you. Either party may terminate this Agreement on thirty (30) days notice prior to the end of the then current term. Either party may terminate this Agreement in the event that the other party is in material breach hereof and such breach is not cured within thirty (30) days of notice of such breach.

12.3 Suspension. If any information provided by you is found by us to be inaccurate or false, or your use of the Services or Account places us under excessive security, financial or reputational risk, we may immediately suspend or terminate the Services or cause its

Vendors to do the same, as the case may be.

- 12.4 Modification or Termination of Service. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the App (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the App. We shall be under no obligation to continue providing any of the App and may terminate License for you at its sole discretion and without penalty on five (5) days notice through the App or the Site.

13. Subject to General Terms and Conditions of Use of Site

Your use of the App is subject to: (i) the General Terms and Conditions of Use of the Site; and (ii) the Company Account Terms and Conditions of Use, which are incorporated herein by reference.

14. General

- 14.1 Notices. Any notice, demand, request or other communication required or permitted to be given under this Agreement shall be in writing and delivered personally, or sent by prepaid registered mail, return receipt requested (i) to us at the postal address provided therefore on the Site; to you at the address provided therefore on Account opening; or to such other address as either party may have previously indicated to the other in writing in accordance with the foregoing. Any such notice, request, demand or communication shall be deemed to have been received on the day it was delivered personally, on the fifth (5th) day following mailing, unless there is a disruption of any kind of postal service.
- 14.2 Independent Contractor. Neither party has any right to create any obligations on the part of the other party, without the other's prior written consent. Nothing in this Agreement or the course of dealing of the parties shall be construed to constitute the parties hereto as partners, joint ventures or as agents or employees of one another or as authorizing either party to obligate the other in any manner. You shall not (1) bind us to any contract or agreement, (2) incur any obligation on behalf of Company, (3) release, assign or transfer any agreement, claim, security or any other asset of Company, (4) borrow or lend any money in the name of Company, or (5) submit to any claim or liability related to the Services, allow judgment to be taken or confessed against Company. You, being an independent contractor, shall not receive as compensation, or be reimbursed, for any of the following: (i) work materials that you may use in performing hereunder, (ii) business facilities, telephone, automobile or any other equipment, (iii) any employee benefit, (iv) reimbursement for any other cost or expense incurred by you in its promotion of the Services hereunder.
- 14.3 Amendments to this Agreement. From time to time we will post amendments or revisions to this Agreement, including, without limitation, amendments to Fees, on the Site accessible through the App. If the amendment or revision is required in order to Company and the App to remain in compliance with applicable laws or payment network regulations, then the amendment or revision shall take effect as of when it is posted to

the Account. If, on the other hand, the amendment or revision is not required under law or by a payment processor of Company, and you does not close its Account within thirty (30) days of notice through the Site or the App of the amendment or revision, then the you shall be deemed to have accepted the amendment or revision. Other than as provided in this section, this Agreement may not be amended except by express consent of both parties through the Account.

- 14.4 Assignment. None of you or any of your successors may assign this Agreement, or any rights hereunder, directly or by operation of law, without the prior written consent of Company which consent may be withheld for any reason, at our sole discretion. We may assign its rights and obligations under this Agreement to a third party on notice to you through the Account.
- 14.5 Successors. This Agreement and the provisions hereof shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 14.6 Enforcement. The you shall be liable for and shall indemnify and reimburse Blue Pump Software LLC for any and all reasonable attorneys' fees and other costs and expenses paid or incurred by us in the enforcement of this Agreement, or in collecting any amounts due from you hereunder, or resulting from any breach of any of the terms or conditions of this Agreement.
- 14.7 Remedies. All remedies of either party hereunder are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy and shall not preclude the exercise of any other remedy. No failure on the part of either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy.
- 14.8 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.
- 14.9 Governing Law and Choice of Forum. To the extent permitted by law, this Agreement shall be deemed to have been formed in the State of New Hampshire. This Agreement shall be deemed to be governed and enforced in accordance with the laws of the State of New Hampshire whose courts, in NH; shall have exclusive jurisdiction over disputes arising hereunder.
- 14.10 Whole Agreement. References to "this Agreement" include any Fees, schedules, supplementary agreements, addendum, appendixes and amendments and any other agreements, schedules appendixes and amendments promulgated by Company and furnished to you from time to time. This Agreement replaces any earlier versions hereof appearing on the Site or otherwise.