

# FUEL FORCE

## ON-SITE SERVICES

If Customer has included On-Site Maintenance Services in the Services Agreement by initialing such Service on the cover page of this Agreement, shall apply. Such Services shall only be provided for the SCHEDULED EQUIPMENT identified on the Scheduled Equipment List attached. A separate Scheduled Equipment List must be completed for each Customer Location when such Customer Location(s) is added to this Agreement.

### DESCRIPTION OF ON-SITE MAINTENANCE SERVICES

- 1) DISPATCH: All dispatch related calls shall be classified as Emergency or Routine dispatches. Each type of dispatch shall be handled as set forth below.
  - Emergency: Unable to dispense fuel at all pumps, unable to process cards or print receipts at the "controlling" SCHEDULED EQUIPMENT, or unable to process any cash register transactions. Response time shall be 4 hours, 24 hours/day (within 50 miles radius), 7 days/week and 365 days/year.
  - Routine: All other On-Site Maintenance Services that are non-Emergency shall have a response time of 24 hours Monday-Friday 8:00 a.m. – 5:00 p.m. local time (except holidays). For example, any call received on Monday by 2:00 p.m. shall be responded to by 2:00 p.m. the following business day. Any calls received by 2:00 p.m. on Friday shall be responded to by 2:00 p.m. on Monday (except holidays).
  - Holidays: Holidays are classified as: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
  - Escalation: Upon request, a covered maintenance call can be escalated from routine to emergency 7 days/week, and 24 hour/day. Customer shall be charged the Escalation Fee.
- 2) SERVICES PERFORMED: The TECH shall make all necessary adjustments and repairs to keep the SCHEDULED EQUIPMENT in good working order as outlined in the Fuel Force's SCHEDULED EQUIPMENT Service Manual. Customer may request a copy of such Policies and Procedures. Fuel Force shall supply the parts required for any repairs. Such parts may be new or rebuilt parts. The parts that are being replaced shall become the property of Fuel Force at its option.
- 3) EXCLUDED SERVICES: The following conditions are not within the scope of the On-Site Maintenance charges. These charges shall be invoiced to Customer based on normal and customary TECH fees (including labor, parts, and travel expenses).
  - Failure caused by the Customer Location personnel incorrectly reprogramming the SCHEDULED EQUIPMENT
  - Clear damage to the SCHEDULED EQUIPMENT resulting from user disassembly, attempted repair, or missing parts
  - Broken case parts from dropping the SCHEDULED EQUIPMENT
  - Liquids spilled inside the SCHEDULED EQUIPMENT that cause a failure
  - Printer/paper jams and use of non-standard printer paper or ribbon
  - Foreign debris (not including normal dust or dirt buildup) or matter inside the SCHEDULED EQUIPMENT which causes a failure

- Cuts, splices, or attempted repairs that damage interface and/or power connectors
- Acts of nature or war, lightning, floods, fires, burglary, power surges, or other extreme physical damage
- Failure to maintain the manufacturer's electrical and environmental specifications or other lack of maintenance
- Installation of new software or software upgrades
- Any other failure not inherent in the SCHEDULED EQUIPMENT (e.g. phone line failure, network-related failure, or dispenser-related failure)

If Customer or a Customer Location makes an alteration, attaches a device, or utilizes a supply item that, in Fuel Force's judgment, increases the cost of On-Site Maintenance Services, Fuel Force may either propose an additional service charge, request that the SCHEDULED EQUIPMENT is returned to its standard configuration, or that use of the supply item be discontinued. Customer must either accept the proposal or comply with Fuel Force's request within five days. If Fuel Force believes that an alteration, attachment, or supply item affects the safety of Fuel Force's personnel or any SCHEDULED EQUIPMENT users or constitutes a violation of any law or regulation, Fuel Force shall notify Customer in writing of the problem and may withhold the On-Site Maintenance Services until the problem is remedied.

- 4) CORRECTING PRE-EXISTING CONDITIONS: The following applies to any Customer Location which does not have an on-site maintenance contract with Fuel Force when such Customer Location is added to this Agreement: If, upon the Tech's first visit to such Customer Location, the Tech determines that any SCHEDULED EQUIPMENT at such Customer Location requires upgrading to meet the current specifications for the SCHEDULED EQUIPMENT, Fuel Force shall upgrade such SCHEDULED EQUIPMENT. Such upgrade may include, but shall not be limited to, upgrading the software to the current manufacturer's production released version, upgrading the Scheduled Equipment printer, replacing the cables, replacing the keycaps, and general preventive maintenance at a cost up to and not to exceed \$\_\_\_\_\_ per SCHEDULED EQUIPMENT. Customer shall be responsible for the cost of such upgrade. In the event Customer fails to pay such fee, Fuel Force may refuse to provide the On-Site Maintenance Services for such SCHEDULED EQUIPMENT until such time as payment is received by Fuel Force, or Fuel Force may cancel the On-Site Maintenance Services for such Customer Location.

SERVICE PERIODS: The start dates for On-Site Maintenance Services shall vary by location. Customer Locations existing as of the Effective Date shall receive the Services for the term of this agreement. Customer Locations added during the term of this Agreement shall receive the Services commencing on the date Customer notifies Fuel Force to add such location and continuing for the next 12 months and, upon each renewal of this Agreement, for an additional 12 months. The period during which the Services are provided to a Customer Location as set forth in this paragraph shall be referred to herein as the "Service Period" for such Customer Location. The parties acknowledge that if this Agreement is not renewed, the Service Periods for Customer Locations added during the term of this Agreement shall continue beyond the expiration of this Agreement. This Agreement shall continue to apply to all Services provided during any such Service Periods.

#### CUSTOMER'S OBLIGATIONS:

- 1) Customer shall be responsible for ensuring that the SCHEDULED EQUIPMENT site conforms at all times to the manufacturer's, regulatory, electrical, and environmental requirements. Customer shall provide, at no charge to Fuel Force, access to the SCHEDULED EQUIPMENT, a telephone and adequate workspace.

If Fuel Force is unable to perform On-Site Maintenance Services due to a Customer's or Customer Location's cancellation of the services after Fuel Force has dispatched a TECH to

such Customer Location, Customer's or Customer Location's refusal to allow the services to proceed, Customer's or a Customers Location's interruption of the services after commencement thereof, or otherwise due to some fault of Customer or a Customer Location, Fuel Force shall notify Customer and shall be entitled to charge Customer the Abort Fee. Customer may request that Fuel Force again attempt to perform the On-Site Maintenance Services at such Customer Location.

- 2) **OUT OF SERVICE AND/OR RELOCATION:** Customer must provide written notice if any Customer location is out of service for any extended period of time. Upon receipt of such notice, Fuel Force agrees to extend the Service Period for such Customer Location commensurate with the out-of-service time for such Customer Location. If such notice is not given, the Service Period for such Customer Location shall continue unchanged.

**FEES:** Customer shall pay Fuel Force the fees for the On-site Maintenance Services. Fuel Force or its designated agent shall invoice Customer for all Customer Locations quarterly in advance.

**END ON-SITE MAINTENANCE SERVICES**