

ADDENDUM TO AGREEMENT
To Provide Security Services for Fuel Control Terminal Equipment at Customer Sites

This Addendum to Agreement to Provide Security Services for Fuel Control Terminal Equipment at Customer Sites (“**Addendum**”) is made effective this ____ day of _____, 2025 (“**Effective Date**”) by and between Corpay Technologies Operating Company, LLC, formerly FleetCor Technologies Operating Company, LLC (herein “**Corpay**”), with its principal office located at 3280 Peachtree Road, Suite 2400, Atlanta, GA 300305 and the Burnet County (herein “**Customer**”), with its principal office located at 220 South Pierce, Burnet, Texas 78611. Each of Customer and Corpay is a “**Party**” and together, the “**Parties**”. This Addendum supplements and is subject to the terms of the Agreement (as defined below), and except as specifically modified herein, all terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between this Addendum and the Agreement (as defined below), this Addendum controls, but only as to its contents.

W I T N E S S E T H:

WHEREAS, Corpay and Customer are Parties to a certain Co-operative “Piggy-back” Agreement Fuel Card Services and Consigned Fuel Supply dated April 1, 2022 (the “**Agreement**”), pursuant to which Corpay provides point-of-sale Fuelman Fleet Card transaction processing services for purchases at Customer-owned fueling locations (“**Customer Sites**”); and

WHEREAS, historically Customer has utilized an analog telephone line (“**Analog**”) connection to transmit Fuelman transaction data from fuel control terminal (“**FCT**”) equipment installed and operating on Customer Sites; and

WHEREAS, such Analog technology has become antiquated and increasingly difficult to maintain and repair and, for this reason, Customer desires to transition its FCT equipment from the current Analog connection to one of the following made available by Corpay, PDI Technologies, Inc. (“**PDI**”), or another provider (collectively, “**Provider**”): (i) a wireless cellular (“**Cellular**”); or (ii) local area network/internet protocol (“**Network/IP**”) connection that will allow FCT transaction processing over the Internet; and

WHEREAS, the Parties desire to amend the Agreement to reflect the transition of Customer’s FCT equipment from Analog connectivity to Cellular or Network/IP connectivity utilizing technology, equipment, and services provided by Provider and to detail the costs to Customer and responsibilities for this transition.

NOW, THEREFORE, for and in consideration of the mutual promises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Addendum have the meanings set forth herein. Additionally, the following terms have the meanings set forth below:
 - a) “**Documentation**” means Provider-provided user manuals, help files, specifications sheets, or other documentation, in whatever form.
 - b) “**Hardware**” means hardware manufactured for or by PDI and which is provided to Customer and maintained at Customer Sites via this Addendum.
 - c) “**Service Commencement Date**” means for Security Services for which there is associated Hardware either the earlier of (i) the date of activation of the Security Services or (ii) 30 days after the date the Hardware associated with such Order was shipped. Service Commencement Date for Security Services for which there is no associated Hardware to be shipped to Customer means the earlier of (i) the date of activation of the Security Service or (ii) 30 days after the date on which Provider has completed all necessary steps required for delivery and/or activation of the Security Service
 - d) “**Security Services**” means the Firewall Services e300 service and/or an equivalent solution, together

with related Hardware and, if applicable, Third-Party Product(s) provided by Provider.

- e) “**Service Terms**” means the then-current description and additional terms and conditions of the Security Services included in an Order Form.
- f) “**Third-Party Products**” means third-party software, third-party hardware, or other products (e.g., cloud hosting instances, data analysis tools, or open-source software components) that Provider provides to Customer, or that is otherwise identified in the Documentation as being required to use properly the Security Services.

2. Transition Process. Upon execution of this Addendum, the Parties will work to transition Customer’s FCT equipment from the current Analog connection to either a Cellular or Network/IP connection for transaction processing. The transition process will be as follows:

- a) Customer shall have the option to transition the FCT equipment either to its own Network/IP connection or to a Cellular connection provided by Provider. The Security Services are required for information security when processing card transactions over a Network/IP or Cellular connection. Corpay will bill Customer for the fees detailed in one or more Order Forms (as defined below). For a Network/IP connection, the costs of connecting CAT 5 or similar Ethernet cable pulled to the FCT equipment shall be at Customer’s expense. For Cellular connectivity, the Security Services will include a Cellular data plan subscription. Customer shall notify Corpay of its selected connection method via email to MarkRoberts@Corpay.com and AHafkey@Corpay.com, or to another email address provided to Customer by Corpay.
- b) Depending on the available Security Services, the transition may require the rental of Hardware. The cost of this Hardware will be included one or more Order Forms in the “One-Time Hardware Fees” section and will be billed to Customer by Corpay when the Hardware has been delivered and installed.

3. Security Services. Subject to the terms and conditions of this Addendum (including all Order Forms (as defined below)), Corpay grants to Customer a limited, nontransferable, royalty-free, nonexclusive, and non-sublicensable, right and license solely to use software included with the Security Services during the applicable Order Form Term (as defined below) or as otherwise specified in the applicable Order Form. To the extent that the Security Services are accompanied by any Documentation, subject to the terms and conditions of this Addendum (including the applicable Order Form (as defined below)), Corpay grants to Customer a limited, nontransferable, royalty-free, nonexclusive, and non-sublicensable, right and license in the Documentation to use such Documentation solely to enable Customer to exercise its grant of access and usage rights for the Security Services during the applicable Order Form Term (as defined below) or as otherwise specified in the applicable Order Form.

4. Order Forms and Other Terms. All Security Services will be expressly identified in a form that is signed by Customer and Corpay and that expressly references and incorporates this Addendum (each, an “**Order Form**”) in the form substantially similar to the template Order Form attached hereto as Exhibit A. Customer acknowledges and agrees that each Order Form will include the applicable Service Terms for the Security Services listed in the Order Form and that Corpay reserves the right to modify the terms of any Service Terms from time to time effective upon advance notice, provided that such changes do not have a material adverse impact on the performance of the subject Security Services. Order Forms are valid upon acceptance by Corpay in its sole discretion. Each Order Form is subject to the terms of, and is deemed incorporated into, this Addendum and is effective beginning on the date set forth thereon (the “**Order Form Effective Date**”). The Order Form Term (as defined below) for an Order Form shall begin on the Service Commencement Date and end on the last day of the period specified in the Order Form.

Each Order Form will specify the initial term for the Security Services ordered thereunder (“**Order Form Initial Term**”). Upon the expiration of the then-current Order Form Term, unless either Party provides the other with notice of non-renewal as detailed below, the Order Form will automatically renew for successive terms as stated on the Order Form (each, an “**Order Form Renewal Term**”). The Order Form Initial Term

and each Order Form Renewal Term, if any, are collectively the “**Order Form Term**” of such Order Form. Notice of non-renewal of an Order Form must be provided by Customer at least 60 days prior to the end of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable (or such other period as expressly specified on the applicable Order Form).

Corpay may increase all fees for Security Services at each Order Form Renewal Term. Each increase for Security Services will not exceed an amount equal to the greater of 3% or the amount by which the Consumer Price Index for All Urban Consumers for the US City Average for all items, as reported by the US Department of Labor’s Bureau of Labor Statistics, has increased since the Order Form Effective Date or the date of the last such fee increase for the Security Services, whichever is more recent.

Customer acknowledges and agrees that the pricing included in Exhibit A is based on the Security Services available as of the Effective Date. The available Security Services and fees for Security Services are subject to change from time to time. If Customer wishes to add an additional Customer Site(s) during the term of this Addendum, the Parties may execute an additional Order Form(s) for such Customer Site(s), and Customer acknowledges and agrees that the available Security Services and pricing for Security Services may differ from those listed in Exhibit A.

- 5. Third-Party Products & Third-Party Terms.** Each Third-Party Product provided as part of or with the Security Services will be subject to the separate terms and conditions provided with such Third-Party Product. Corpay or Provider will provide Customer applicable Third-Party Product or third-party cloud or platform service provider terms for review. Customer will abide by and comply with all third-party terms and, unless expressly authorized by this Addendum or such terms, will not use Third-Party Products independently of the Security Services with which they were provided. Without limiting the foregoing, if Provider enables Customer to access a hosted environment offered by a third-party cloud or platform service provider, then Customer must agree to the applicable service provider’s terms and conditions prior to accessing such hosted environment, and Customer will comply at all times with such terms and conditions. Customer shall defend, indemnify, and hold harmless Corpay from all liabilities, costs, expenses, damages, and losses suffered or incurred arising out of or in connection with any claim that the Customer has not complied with any Third-Party terms.

6. Usage Restrictions and Customer Responsibilities

- a) **Usage Restrictions.** Customer may only use the Security Services for its lawful, internal business purposes and only as explicitly set forth in this Addendum. Customer is solely responsible for determining whether the Security Services are sufficient for Customer’s purposes, including but not limited to, whether the Security Services satisfy Customer’s legal and/or regulatory requirements. Customer will not, nor permit or authorize third parties to do any of the following: (a) rent, lease, transfer, sublicense, or otherwise permit third parties or other persons not authorized by this Addendum to access or use the Security Services or related Documentation; (b) use the Security Services as a service bureau or otherwise to provide services to third parties; (c) use or reference the Security Services in connection with the development of a competitive product; (d) use Security Services for any benchmarking activity; (e) attempt to circumvent or disable any security or other technological features or measures of the Security Services or use the Security Services in a manner that Provider reasonably believes poses a threat to otherwise jeopardize the security or stability of Provider’s or its supplier’s computer systems; (f) modify, copy, translate, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or the underlying ideas, algorithms, structure, or organization from the Security Services (except to the extent that applicable law prevents the prohibition of such activities); (g) use any script, macro, scraping tool, bot, crawler, or other automation to manipulate, interact with, send commands to, import, export, or collect data from the human interface of any Security Services; (h) use or access any Security Services in a manner that materially impacts or burdens Provider or Provider’s servers and other computer systems, or that interferes with Provider’s ability to make available any Security Services to other customers; or (i) remove or obscure any identification, copyright, or other proprietary or restrictive notices or legends contained or included in any of the Security Services or any

related documentation.

- b) **Customer Obligations.** Customer will, at no charge to Corpay: (a) in a timely manner make available to Provider all technical data, computer facilities, programs, files, documentation, test data, sample output, and other information and resources of Customer reasonably required for the performance of the obligations under this Addendum; (b) make timely decisions and obtain required internal approvals to enable Provider to properly perform its obligations; and (c) provide office space, services, and equipment to Provider as Corpay reasonably requires to perform and/or facilitate Corpay's obligations under the Addendum.

Additionally, Customer shall, on behalf of itself and its Customer Sites, ensure: (i) proper operating environments; (ii) proper operation of the Security Services; (iii) compliance with all Payment Card Industry Data Security Standards ("PCI DSS"), and/or any other applicable industry standard, as may be amended from time to time; and (iv) compliance with all applicable federal and state laws. In addition, Customer shall be solely responsible for obtaining and maintaining all hardware, software, and/or services necessary for Customer-owned equipment (if any).

Customer shall, on behalf of itself and its Customer Sites, ensure that all Customer-owned equipment (if any) that connects to the Security Services will perform according to published technical specifications for such equipment and Provider's interface specifications. Customer shall be responsible for the use and compatibility of any equipment and/or software not provided by Provider. This Addendum does not include the provision, maintenance, or repair by Provider of Customer-owned equipment or software, including, but not limited to, terminals, computers, and other Customer third party equipment.

Customer grants Provider the right to electronically access the Hardware to provide, maintain, and monitor the Security Services, and Customer acknowledges and agrees that Customer is solely responsible for the content of the communications transmitted by Customer using the Security Services.

Customer shall maintain physical, logical, and environmental security and control with respect to the any on-site equipment, including Hardware, across which the Security Services traverse for purposes of the PCI DSS or other standards to which Customer may be subject (as such standards may be amended and replaced from time to time), and Customer shall be responsible for all fines and fees assessed by any card scheme without limitation in connection with violation of PCI DSS compliance. Provider specifically disclaims any liability whatsoever with respect to any breach of security caused by, related to, or arising out of Customer's failure to comply with the PCI DSS, or to maintain proper physical, logical, or environmental security with respect to the on-site equipment, including Hardware.

Customer represents and warrants that it either (x) owns and operates each Customer Site or (y) has authority to offer the Security Services at each Customer Site. Customer is responsible for ensuring compliance with this Addendum for itself and each Customer Site and is liable for such Customer Sites' non-compliance.

Customer acknowledges that any timelines or delivery dates are contingent upon Customer's timely performance of its responsibilities and obligations under this Addendum ("**Customer Obligations**"), and Provider will have no liability under this Addendum for any delays or non-performance of its obligations to the extent attributable to Customer's failure to perform a Customer Obligation.

7. Support and Maintenance.

- a) Support Levels. Corpay shall provide first line support directly to Customer with respect to the Security Services ("**Support and Maintenance**"). Support and Maintenance shall include: (i) responding to Customer inquiries and answering any questions regarding the Security Services; and (ii) determining the origin of problems or issues with the Security Services upon Customer notifying Corpay (collectively, "**First Level Support**"). Any support beyond First Level Support will be provided to Customer via a handoff by Corpay to Provider.

- b) Authorized Users. In the event that Customer desires to request modification to its network, including adding devices or opening ports for access and configuration and profile changes, Customer must designate one or more authorized users. Only such authorized users may make such requests, which must be made in writing to Corpay. Customer acknowledges and agrees that it is solely and fully responsible for making and verifying such requests.
- c) Installation and Equipment. Corpay will coordinate all Hardware installations necessary for Security Services, which will be performed by either Corpay, or a third-party vendor designated by Corpay. Customer is responsible for the integration of any necessary equipment, as well as any ongoing maintenance costs. Provider supplies all patches and updates to software (including, without limitation, all patches and updates necessary to maintain compliance with PCI-DSS).

8. Limited Warranty and Disclaimer.

- a) Hardware Warranty. Corpay warrants that Hardware provided with Security Services will be free from defects in design, material, and workmanship and will function, perform, and conform substantially in accordance with the then-current Documentation regarding the Hardware (the “**Hardware Warranty**”) for the applicable Order Form Term (the “**Hardware Warranty Period**”), provided that the Hardware Warranty will not apply to the extent such defect or failure is the result of Customer’s failure to: (a) comply with any reasonable operating instructions provided; and/or (b) comply with reasonable instructions given to Customer by a Provider technician engaged in troubleshooting any malfunction; and/or (c) provide customary environmental protections including, but not limited to, protection from power surges, leaks, spills, droppage, and intentional misuse or tampering. If any defect covered by the Hardware Warranty occurs, Customer’s sole and exclusive remedy shall be limited to the repair or replacement, at Corpay’s option, of defective Hardware.
- b) Disclaimer of Warranties. While Provider uses commercially reasonable efforts to detect, prevent, and assist with remediation of threats, THE DEPLOYMENT OF THE SECURITY SERVICES WITHIN A CUSTOMER NETWORK CANNOT GUARANTEE THE UNACHIEVABLE GOAL OF RISK ELIMINATION, AND THEREFORE CORPAY DOES NOT MAKE ANY GUARANTEE OR WARRANTY THAT INTRUSION, COMPROMISES, OR ANY OTHER UNAUTHORIZED ACTIVITY WILL NOT OCCUR ON A CUSTOMER NETWORK; THAT THE SECURITY SERVICES WILL BE COMPATIBLE WITH CUSTOMER’S EQUIPMENT AND/OR SOFTWARE CONFIGURATIONS; THAT THE SECURITY SERVICES WILL BE ERROR FREE; AND/OR THAT OPERATION OF THE SECURITY SERVICES WILL BE SECURE OR UNINTERRUPTED.

ADDITIONALLY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, CORPAY MAKES NO WARRANTIES AND OFFERS NO INDEMNITIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS, IRRESPECTIVE OF WHETHER SUCH THIRD-PARTY PRODUCTS ARE INCLUDED IN, OR PROVIDED WITH, THE SECURITY SERVICES.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN TO CUSTOMER SHALL CREATE ANY WARRANTY OR EXTEND OR EXPAND THE SCOPE OF THE WARRANTY STATED IN SECTION 8(a) OF THIS ADDENDUM. CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

EXCEPT FOR THE EXPRESS WARRANTY STATED IN SECTION 8(a) OF THIS ADDENDUM, CORPAY MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SUBJECT MATTER OF THIS ADDENDUM AND DISCLAIMS ALL SUCH OTHER WARRANTIES (INCLUDING, WITHOUT LIMITATION, ALL STATUTORY WARRANTIES AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, AND NON-INFRINGEMENT).

9. Ownership.

- a) Notwithstanding anything to the contrary herein, Provider shall have the right to (i) aggregate any non-personally identifiable information and personally identifiable information that has been anonymized, received directly or indirectly from Customer or otherwise in connection with any use of the Security Services (“Aggregate Information”) and to use, store, analyze and disclose such Aggregate Information for any purposes, including marketing purposes; and (ii) utilize data capture, syndication and analysis tools, and other similar tools, to create, extract, compile, synthesize, and analyze Aggregate Information. As between Provider and Customer, Aggregate Information shall be solely owned by Provider and may be used and disclosed by Provider for any lawful purpose without a duty of accounting to Customer.
- b) As between Provider and Customer, Provider owns all right, title, and interest, including all intellectual property rights, in and to (i) the Security Services, (ii) all Documentation, (iii) any work product or other materials created by Provider in connection with providing the Security Services, and (iv) any improvements to any of the foregoing made by Provider or that result from use, processing, or generation of (y) any data or information that Customer uploads or inputs into the Security Services or otherwise makes available to Provider, including in connection with Customer’s use and/or receipt of the Security Services and (z) data that is generated and made available to Customer by the Security Services through use of the data described in part (y) above (together, the “**Provider IPR**”). Customer’s only rights in respect of the Provider IPR are as set out in this Addendum.
- c) If Customer provides any feedback to Provider concerning the functionality and performance of the Security Services and/or Documentation (including identifying potential errors and improvements), Customer hereby grants a non-exclusive, perpetual, royalty free license, to Provider to the feedback, and Provider is free to use the feedback without payment or restriction, provided Customer is de-identified.
- d) During the course of providing Security Services to Customer, Provider may develop or come in contact with ideas, research findings, coding conventions or improvements. Nothing in this Addendum shall restrict Provider from the use of retained as the unaided mental impressions of Provider personnel relating to the Security Services.

10. Confidentiality.

- a) Definition. As used herein, “**Confidential Information**” means all information disclosed by Provider to Customer or otherwise obtained by Customer from Provider, whether orally, visually, or in writing, that is designated as “confidential” or “proprietary” or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Confidential Information of Provider includes, but is not limited to, business and marketing plans, technology and technical information, product plans and designs, and business processes, all Security Services, Documentation, technical information, and information concerning Security Services-related database structure information and schema. Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to Provider, (b) was known to Customer prior to its disclosure by Provider without breach of any obligation owed to Provider, (c) is received from a third party on a non-confidential basis without breach of any obligation owed to Provider, or (d) was independently developed by the Customer without the use of Confidential Information.
- b) Protection. Except as otherwise permitted in writing by Corpay, Customer will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (b) not use or disclose any Confidential Information other than in the exercise of its rights and performance of its obligations under this Addendum; and (c) limit access to Confidential Information to those of its employees, contractors and agents and the employees, contractors and agents who need such access for purposes consistent with this Addendum and who are subject to confidentiality obligations with Customer that are at least as protective of the Confidential Information as those herein. Customer may disclose Confidential Information of Provider if it is compelled by law to do so, provided Customer gives Corpay prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Corpay’s cost, if Corpay wishes to contest the disclosure.

11. Term; Responsibilities upon Termination of Services. The term of this Addendum shall commence as of the Effective Date and shall coincide with the term of the Agreement such that the term of this Addendum is coterminous with the term of the Agreement. Notwithstanding the foregoing, this Addendum shall terminate in the event that Customer terminates Corpay's provision of transaction processing services for Customer Sites and point-of-sale equipment (e.g., FCT equipment), and Corpay may terminate this Addendum and/or any incorporated Order Form at any time with written notice to Customer without penalty. Upon termination of this Addendum or any Order Form, Customer agrees to: (i) in the event that Customer terminates the Addendum or any Order Form, provide a written email communication with the termination effective date to Corpay's designated contact persons for notifications under the Notices section of this Addendum; (ii) ensure the return of all related Provider-owned Hardware (as defined in any Order Form) and related Documentation using instructions provided by Corpay within seven (7) calendar days from the last date of any services being provided under this Addendum or the applicable Order Form(s) prior to termination; and (iii) provide the Corpay-designated representative supporting the Customer Site(s) the shipper's tracking number information for the shipping of such Provider-owned Hardware and related Documentation.

12. Amendments. Corpay may change the terms of this Addendum at any time, and Corpay will notify Customer of any such changes at least thirty (30) days prior to the effective date of the change, unless a shorter notice period is required by applicable law. If Customer does not agree to any such change, it shall provide written notice to Corpay of its objection to such change within ten (10) days of receipt of notice from Corpay of the change, and upon receipt of such objection, Corpay may withdraw the change by written notice to Customer. If Corpay does not withdraw the change, it will become effective on the date provided in the original notice of change to Customer, provided that Customer may terminate this Addendum (and not the Agreement) with written notice to Corpay within fifteen (15) days of the effective date of such change. Unless Customer provides notice of its objection as set forth above and exercises its right to terminate in the event Corpay does not withdraw such change, use of any Security Services after the effective date of any such change will constitute acceptance of the new terms.

13. Limitations of Liability. The limitations of liability contained in this Section 13 shall apply only to this Addendum.

- a) **Disclaimer of Indirect Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, CORPAY WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR LOST PROFITS OR LOSS OF BUSINESS NOR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS ADDENDUM, EVEN IF CORPAY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING; PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL NOT APPLY WITH RESPECT TO CORPAY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL CORPAY BE LIABLE FOR ANY LOSS OR CORRUPTION OF DATA OR OTHER INFORMATION OR CONTENT STORED IN, OR IN CONNECTION WITH THE SECURITY SERVICES, NOR FOR ANY DAMAGES ARISING FROM ANY ERROR IN ANY DATA OR OTHER INFORMATION OR CONTENT PROVIDED BY OR THROUGH THE OPERATION OF THE SECURITY SERVICES.
- b) **Cap on Liability.** UNDER NO CIRCUMSTANCES (EXCEPT FOR CORPAY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) WILL THE TOTAL LIABILITY OF CORPAY IN THE AGGREGATE OF ALL KINDS FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS ADDENDUM (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER UNDER THIS ADDENDUM DURING

THE THIRTY-SIX (36) MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION AND SUCH AMOUNT BEING INTENDED AS A CUMULATIVE AGGREGATE CAP AND NOT PER INCIDENT).

- c) **Failure of Essential Purpose.** THE LIMITATIONS IN THIS SECTION 13 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS ADDENDUM.

14. Governing Law. Notwithstanding any Governing Law or similar provision in the Agreement, the Parties acknowledge and agree that this Addendum will not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. The Parties agree that the Uniform Computer Information Transactions Act (“UCITA”) or any version thereof, adopted by any state in any form, shall not apply to this Addendum; and, to the extent that UCITA is applicable, the Parties hereby disclaim its application and agree to opt out of pursuant to the opt-out provisions contained therein.

15. Force Majeure. Corpay will not be liable for, or be considered to be in breach of or default under this Addendum on account of, any delay or failure to perform as required by this Addendum as a result of any war, insurrection, fire, flood, natural disaster, strike or other labor disturbance, epidemic, pandemic or other public health emergency, act of any governmental body or following any guidance, recommendation or order of any governmental body, or any other cause or condition beyond its reasonable control (each, a “**Force Majeure Event**”).

16. Notices. All notices under this Addendum shall be given to the applicable Party at its address, facsimile number, or e-mail address set forth below or at such other address, facsimile number, or e-mail address as the party may later specify for that purpose by notice to the other Party. Each notice shall, for all purposes, be deemed given and received to the other party (i) if sent via the e-mail address stated below and confirmation of the receipt of the e-mail (excluding any automatic or out-of-office response) is given; (ii) if given by facsimile, when the facsimile is transmitted to the Party’s facsimile number specified below and confirmation of complete receipt is received by the transmitting Party during normal business hours on any business day or on the next business day if not confirmed during normal business hours; (iii) if by hand, when delivered; or (iv) if given by nationally recognized and reputable overnight delivery service, the business day on which the notice is actually received by the Party.

Customer: Burnet County
Contact Name: Bryan Wilson
Address: 220 South Pierce
City/State/Zip: Burnet, TX 78611
Phone: 512-756-5400
Email: bwilson@burnetcountytexas.org

Copy to:

Corpay: Corpay Technologies
Attn: Mark Roberts
543 Cox Road, Suite C-2
Gastonia, NC 28054
Mobile: (704) 674-6848
Email: markroberts@Corpay.com

Copy to: Corpay Technologies
Attn: Legal Department
3280 Peachtree Road, Suite 2400
Atlanta, Georgia 30305
Fax: (770) 582-8236

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officers to execute this Addendum on their behalf as of the date set forth below.

CORPAY TECHNOLOGIES OPERATING
COMPANY, LLC

BURNET COUNTY

Signature
Name/Title: _____
Date: _____

Signature
Name/Title: _____
Date: _____

Exhibit A
Security Services Order Form Template
One-Time Hardware and Recurring Monthly Subscription Fees and Other Costs

Order Form Initial Term: 36 months

Order Form Renewal Term(s): 12 months

Order Form Effective Date:

Capitalized terms used in this Order Form have the meanings set forth in the Addendum to Agreement to Provide Security Services for Fuel Control Terminal Equipment at Customer Sites between the Parties.

One-Time Hardware Fees

Hardware fees will be billed by Corpay upon delivery to Customer, along with any shipping costs (as detailed below). These fees will be itemized on Customer's Fleet Management Report as "Equipment Fees".

Please check the boxes below to certify your agreement to each listed fee.

	Description	One-Time Fee (per card reader)
☐	Cradlepoint E300 (Included with Firewall Services e300) ^{Note 1}	\$0.00
☐	SPG-7522 Converter Box (Included with Firewall Services e300) ^{Note 1}	\$0.00
☐	Booster Antenna - Optional & Estimated	\$34.02

Recurring Monthly Subscription Fees

The following current monthly recurring fees will be billed by Corpay on Customer's normal Fuelman billing statement as a recurring charge and will be itemized on Customer's Fleet Management Report as "Recurring Fees". If this Order Form is terminated early by Customer, Corpay will charge, and Customer agrees to pay, the Monthly Recurring Fee listed below due for the months remaining in the Order Form Term. Additionally, if Customer closes a Customer Site listed below, Corpay will charge, and Customer agrees to pay, the Monthly Recurring Fee listed below associated with such Customer Site due for the months remaining in the Order Form Term.

Please check the box below to certify your agreement to the listed fee.

	Description	Monthly Recurring Fee (per card reader)
☐	Firewall Services e300 subscription fee (includes use of Cradlepoint, 3 yr.) ^{Note 1}	\$94.50

Note 1: The SPG-7522 Converter Box and Cradlepoint E300 device shall be considered Provider-owned Hardware for the duration of the Addendum. Upon termination of the Addendum or this Order Form, the SPG-7522 Converter Box and the Cradlepoint E300 device, along with any related Documentation, must be returned to Corpay as detailed in Section 11 of the Addendum.

Other Costs

Please check the box below to certify your agreement to the costs described below.

Customer is responsible for any costs incurred by Corpay for shipping and due to charges by PDI for support, Hardware replacement/installation services, or diagnostic services to repair or restore the Security Services (if necessary) at Customer Sites, as well as any additional charges for Cellular data overage. Customer will be billed at Corpay's cost with no markup.

	Description	Fee
☐	Costs incurred by Corpay for Shipping, Support, Hardware Replacement/Installation, Diagnostic Services, and/or Cellular Data Overage	Rate Charged by Shipping Provider or Installer or PDI (as applicable) to Corpay

Customer Sites

Customer Site Name	Site Street Address	City, State, Zip Code	Hardware	Monthly Services	Number of Card Readers	Total Price
Burnet County	2911 N US Hwy 281	Burnet, TX	Cradlepoint E300; SPG-7522 Converter Box; Booster Antenna	\$94.50/ Card Reader	1	\$94.50

Service Terms

The terms set forth in these Service Terms are applicable to the Security Services provided by Provider to Customer via this Order Form.

1. Definitions.

- (a) “Next-Generation Firewall (NGFW)” means a category of network appliances that utilize multiple security features in a single device. NGFW provides features such as stateful inspection of network traffic, intrusion detection (IDS) and intrusion prevention (IPS), content filtering, and application aware.
- (b) “LTE/5G” means a network technology that facilitates communications over areas comprised of cells and transceivers, also referred to as base stations or cell sites.

2. **Firewall Services e300 – Service Overview.** Firewall Services e300 is a managed network solution designed to protect Customer networks. The service includes a NGFW and LTE/5G service configured with multiple security layers designed to protect Customer networks and is fully managed and monitored by PDI’s Network Operations Center.

3. Firewall Services e300 – Included Services.

- (a) Network Segmentation. PDI applies network segmentation, using clearly defined sub networking and accepted best practices for isolating and securing critical networks, to and from other local and public networks.
- (b) Access Control Rules. PDI will develop access control rules designed to meet business needs while limiting or blocking unauthorized or unneeded network traffic.
- (c) IDS/IPS. Intrusion detection service (IDS) is designed to detect and log potentially malicious network traffic based on defined rulesets. The intrusion detection feeds all packets flowing between local networks and Internet interfaces. The intrusion prevention service (IPS) is designed to automatically block potentially malicious traffic. Intrusion prevention’s primary goal is to stop potential network attacks or unauthorized access before they are successful.
- (d) Web Filtering. Web Filtering service is designed to block access to inappropriate material; protect users from phishing, viruses, and other malware; control access to social media, video, and streaming sites. In addition, whitelist and blacklist allows for additional customization to select websites and/or website domains.
- (e) Site-to-Site VPN. Site-to-Site VPN allows for secure communications between one to many NGFW endpoints. PDI administrators will configure and monitor the availability of all site-to-site VPNs. This includes any troubleshooting required to allow users to successfully connect and stay connected through the service.
- (f) Health and Functionality. PDI utilizes automated alert systems in the event of changes in overall network health. These alerts include “online/ offline” primary connection alerts, automated failover, and failback to secondary connections alert notifications.
- (g) Software Licensing. Firewall Services e300 includes pre-installed software with each Hardware unit and includes a limited, nontransferable, royalty-free, and nonexclusive license for Customer’s use of such software during the Order Form Term.
- (h) Cellular Service. The Firewall Services e300 includes uses a cellular internet connection (“Cellular Service”) that uses LTE/5G. Customer acknowledges and agrees to the following regarding the Cellular Service:
 - The Cellular Service includes a carrier service plan, activation fees, and SIM.
 - The Cellular Service is intended for business-critical applications ONLY and not for general internet use.

- The Cellular Service is solely for the use of payment-related applications. Any other use is strictly prohibited. Any use of this service except as intended may result in penalties including temporary suspension of cellular service and overage fees.
- All data sent or received using the cellular connection, including network overhead associated with content sent or received, will be considered usage.
- The Cellular Service includes 500MB of data usage per month per card reader and, if Customer does not use all the monthly data allotment during a billing period, Customer forfeits said usage.
- Cellular data overages will be billed to Customer, and Customer agrees to pay for any data overage charges.
- Coverage provided by the Cellular Service may be affected by terrain, weather, network changes, foliage, buildings, construction, signal strength, high-usage periods, cellular modem, and placement at Customer Site.
- **CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES that it has no contractual relationship whatsoever with the underlying Hardware provider or its affiliates or contractors and that the Customer is not a third-party beneficiary of any agreement between PDI and the underlying Hardware provider. In addition, Customer acknowledges and agrees that the underlying Hardware and service provider and its affiliates and contractors shall have no legal, equitable, or other liability of any kind to Customer and Customer hereby waives any and all claims or demands therefor.**
- **CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and that the Customer is not a third-party beneficiary of any agreement between PDI and the underlying wireless service provider. In addition, Customer acknowledges and agrees that the underlying wireless service provider and its affiliates and contractors shall have no legal, equitable, or other liability of any kind to Customer and Customer hereby waives any and all claims or demands therefor.**

4. Hardware

- (a) Maintenance and Return Policy. Maintenance for current Hardware and software products consists of (i) repair, replacement, or advanced exchange of the Hardware, and (ii) related content updates, fixes, and enhancements for the pre-installed software. Customer agrees to provide Provider with reasonable and safe access to any Hardware obtained from Provider as necessary for provider to perform these services.

If Provider concludes that the Hardware has failed and is not restorable, Provider will ship a replacement unit to Customer, and Corpay will, at Customer's election, coordinate service from an installation vendor to install the replacement unit. If Customer elects for Corpay to coordinate service from an installation vendor to install the replacement unit, Customer acknowledges and agrees that it shall bear the cost of the installation vendor's services. Customer is responsible for all shipping costs for the replacement Hardware. Shipping charges are calculated based on the shipping option that Customer's chooses, such costs to be invoiced at UPS published rates with an additional processing fee. If Customer opts for Next Day Air, Provider will use commercially reasonable efforts to ship replacement Hardware via Next Day Air. Customer's license to use software on the defective Hardware unit terminates upon shipment of replacement Hardware.

Customer must return the defective unit or components within two business days of receipt of the replacement unit or components. Provider will provide a pre-paid return shipping label for replacement or return shipments. Return must include all power supplies, antennas, and other components along with the original product box in the original shipping carton and packaging material. If this is not possible, Customer must use another shipping carton with padding to protect the units from damage during shipping. Customer agrees that it WILL NOT ship a product without a carton. Customers will be charged for product that is damaged due to insufficient packaging or missing components.

Customer shall be liable for all replacement costs attributable to the theft of any Provider-owned Equipment, or attributable to the loss of damage of Provider-owned Hardware due to intentional or

negligent wrongdoing on the part of Customer or its employees.

Except for the foregoing, Customer shall bear the cost of any repairs and/or maintenance costs on Hardware incurred during the term of the Addendum, to the exclusion of any warranties provided by Provider or failures covered by manufacturer(s).

- (b) Substitutes. Whenever a material or piece of equipment or hardware is identified in an order, agreement or product description by reference to manufactures' tradename or model number, or the like, it is so identified for the purpose of establishing a standard, and Provider reserves the right at all times to substitute similar equipment where interchangeability does not materially affect function.
- (c) Scheduled Maintenance. Provider may schedule maintenance outages for the Security Services with as much notice as reasonably practicable to designated Customer contacts.
- (d) End of Life Hardware. Provider shall cease support for Hardware on either the manufacturer's announced date for end of signature support, end of maintenance releases, or end of life, whichever comes first.

This Order Form is an agreement between Corpay and Customer and is incorporated, by reference, into the Addendum between the Parties. This document contains information that is confidential and proprietary, and Customer is hereby notified that any disclosure, copying, or distribution to anyone apart from Customer is strictly prohibited. By signing below, Customer agrees that has reviewed with Order Form and agrees to pay for the Security Services specified herein, subject to the terms and conditions of the Addendum. Customer may not cancel any portion of this Order Form during the applicable Order Form Term except on the terms and conditions as specified in the Addendum.

CORPAY TECHNOLOGIES OPERATING
COMPANY, LLC

BURNET COUNTY

Signature
Name/Title: _____
Date: _____

Signature
Name/Title: _____
Date: _____

ACTIVE 706983382v3