

RESOLUTION NO. \_\_\_\_

**A RESOLUTION WAIVING FORMAL BIDDING REQUIREMENTS AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CORPAY, INC. FOR THE PURCHASE OF FUEL FOR THE CITY OF NORTH LITTLE ROCK, ARKANSAS; AND FOR OTHER PURPOSES.**

WHEREAS, the City of North Little Rock (the “City”) owns and operates, through its various City departments, a fleet of vehicles and equipment requiring an adequate and readily available supply of fuel as well as management and processing services for transactions at its fueling sites; and

WHEREAS, Ark. Code Ann. § 14-58-303(b)(2)(B) provides that the City Council by resolution may waive the competitive bidding for purchases exceeding the amount of \$42,921 where bidding is not feasible or practical, or as provided under § 14-58-104; and

WHEREAS, Ark. Code Ann. § 14-58-104(14) specifically authorizes municipalities to purchase certain commodities, including motor fuels and oils, without soliciting bids; and

WHEREAS, pursuant to Ark. Code Ann. § 14-58-104(20)(C), the City Council may purchase goods or services if the governing body has approved by resolution the purchase of goods or services through procurement procedures used by an association of governments or governmental agencies (“cooperative purchasing agreements”); and

WHEREAS, on May 27, 2025, the City Council adopted Resolution No. 10966, authorizing the Mayor and City Clerk to enter into a cooperative purchasing agreement with OMNIA Partners (“OMNIA”); and

WHEREAS, Corpay, Inc., 3280 Peachtree Road, Suite 2400, Atlanta, Georgia 30305 (“Corpay”) is a member of OMNIA Partners; and

WHEREAS, on or about May 14, 2012, the City entered into a Customer Fuel Supply Agreement with Corpay (formally, FleetCor Technologies Operating Company, LLC); and

WHEREAS, the last renewal of the Customer Fuel Supple Agreement will expire December 31, 2025, and it is in the best interests of the City to enter into a new agreement for one year, with the option of two (2) one-year renewals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That formal bidding is hereby waived and the Mayor and City Clerk are hereby authorized to enter into an agreement with Corpay, Inc. (substantially similar to Exhibit A

attached hereto) to supply fuel and management services for the City's fleet of vehicles and equipment.

SECTION 2: That the cost of the fuel and management shall be allocated to the budget of each of the vehicles' respective department.

SECTION 3: That the provisions of this Resolution are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

\_\_\_\_\_

SPONSOR:

\_\_\_\_\_  
Mayor Terry C. Hartwick

APPROVED:

\_\_\_\_\_  
Mayor Terry C. Hartwick

ATTEST:

\_\_\_\_\_  
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED \_\_\_\_\_ A.M. \_\_\_\_\_ P.M.

By \_\_\_\_\_

DATE \_\_\_\_\_

**Diane Whitbey, City Clerk and Collector  
North Little Rock, Arkansas**

RECEIVED BY \_\_\_\_\_



**RECITALS TO  
COOPERATIVE "PIGGY-BACK" AGREEMENT AND  
ADDENDUM EXTENDING THE ORIGINAL AGREEMENT FOR  
FUEL SUPPLY, INCLUDING AN ADDENDUM TO PROVIDE  
SECURITY SERVICES FOR SERVICES FOR FUEL CONTROL TERMINAL  
EQUIPMENT AT CUSTOMER SITES, BY CORPAY TECHNOLOGIES OPERATING  
COMPANY f/k/a FLEETCOR TECHNOLOGIES OPERATING COMPANY**

**RECITALS**

**WHEREAS**, the original Agreement with FleetCor Technologies Operating Company, LLC ("FleetCor"), with the Effective Date of May 14, 2012 (the "Original Agreement"), which shall be replaced by the attached Agreement; and

**WHEREAS**, Corpay Technologies Operating Company, LLC, formerly named FleetCor seeks to replace the Original Agreement, and establish a new agreement through a Cooperative "Piggy-Back" Agreement for Fuel Card Services and Consigned Fuel Supply, including an Addendum To Agreement to Provide Security Services for Services for Fuel Control Terminal Equipment at Customer Sites (the "Agreement"), attached hereto; and

**WHEREAS**, the Agreement has been established in accordance with A.C.A. §19-11-249 (Cooperative purchasing ), through a competitive bidding and selection process by OMNIA Partners, of which the City is a member, under Master Intergovernmental Cooperative Purchasing Agreement, more particularly described below; and

**WHEREAS**, Customer and CorPay agree that the OMNIA Partners Contract is a vehicle by which Customer may contract directly with CorPay for supply of fuel and services, it is

agreed that the terms and conditions of this Agreement, and not the terms and conditions of the OMNIA Partner's Contract with CorPay, shall govern the relationship of the parties; and

**WHEREAS**, the funds for this service have been duly authorized and appropriated by the North Little Rock City Council in the 2025 Budget; and

**WHEREAS**, this Extension is in accordance with the Original Agreement, and in the opinion of the City the best interest of the City would be served thereby.

**WITNESSETH**, that the Parties, in consideration of the mutual covenants, promises and agreements herein contained, agree as set forth herein:

***[Continue to the Next Page]***

**CO-OPERATIVE “PIGGY-BACK” AGREEMENT**  
**Fuel Card Services and Consigned Fuel Supply**

This Co-Operative “Piggy-Back” Agreement for Fuel Card Services and Related Products (the “Agreement”) is made by and between **Corpay Technologies Operating Company, LLC** (herein “Corpay”), formerly named FleetCor Technologies Operating Company, LLC with headquarters located at 3280 Peachtree Road, Suite 2400, Atlanta, GA 30305 and **City of North Little Rock, Arkansas** (herein “Customer”), with primary offices located at 300 Main Street, North Little Rock, Arkansas 72114. This Agreement replaces any prior agreement in place between the parties hereto as to the relationship of the parties and is effective on the date signed by Customer (the “Effective Date”).

**RECITALS**

WHEREAS, Customer is a municipal entity which has been created by the State of Arkansas and is a public body, subdivision of the State of Arkansas.

WHEREAS, Customer desires that Corpay provide Consigned Fuel Supply Products (“Products”) and perform Fuel Card Services (the “Services”), and Corpay desires to provide such Products and perform Services as hereafter defined;

WHEREAS, as set forth herein, Customer and Corpay have negotiated and agreed to terms regarding the above referenced Products and Services; and,

WHEREAS, this Agreement has also been established in accordance with the terms and conditions as defined under the publicly advertised RFP #21-11 for Fuel Card Services and Related Products, and awarded Contract #R211101 by and between Region 4 Education Service Center (“Region 4 ESC”) and Corpay. Furthermore, Region 4 ESC is the principal procurement agency for OMNIA Partners under Master Intergovernmental Cooperative Purchasing Agreement, which offers Contract #R211101 to Participating Public Agencies nationwide through OMNIA Partners. Corpay’s (formerly named FleetCor) RFP Response/Proposal for Region 4 ESC RFP #21-11 submitted on August 24, 2021 (herein “RFP Response/Proposal”) is a part of Contract # R211101 and together form the basis for the contract for Fuel Card Services and Related Products (herein the “Region 4 ESC/OMNIA Partners Contract #R211101”) awarded to FleetCor (now named Corpay), to the extent such terms are not specific to OMNIA Partners or Region 4 ESC and except as modified hereby.

WHEREAS, Customer has registered to participate in the cooperative purchasing program administered by OMNIA Partners by either registering on the OMNIA Partners website or by executing a Master Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners.

NOW THEREFORE, for valuable consideration, Corpay and Customer agree to the foregoing Recitals and further agree as follows:

**Article 1. Statement of Work.**

(a) Corpay shall:

(i) Furnish all labor, materials, products and supervision to perform and complete all work as specified in this Agreement, and in strict accordance with those documents and items set forth in Article 12;

(ii) Provide Customer fuel and/or optional maintenance purchasing and fleet reporting services for the term stated herein; and,

(iii) Provide Customer with consigned fuel inventory services as outlined in this agreement and Corpay's response to Region 4 ESC/National IPA RFP # 21-11, as defined in section titled TAB 7 – Corpay Terms and Conditions, under Article 7.2. CORPAY'S TERMS & CONDITIONS FOR PROVIDING ON-SITE CONSIGNED FUEL SERVICES.

(b) Customer shall

(i) Acquire fuel and receive reporting of fuel usage from Corpay through the use of the Fuelman Fleet Card (magnetic stripe fleet credit cards, with each a "Card") at card acceptance locations made available by Corpay and at Customer's on-site refueling locations designated for consigned fuel inventory services as defined in this agreement and Corpay's response to Region 4 ESC/OMNIA Partners RFP # 21-11.

(ii) Utilize Fuelman purchase controls, reporting and the online account management system provided by Corpay to manage its fleet of vehicles, drivers and fueling activity (off-site).

**Article 2 Contract Price.** Customer and Corpay agree to the pricing structure as specified in Region 4 ESC/OMNIA Partners Contract #R211101 which has been further defined and included below for convenience purposes.

**Article 2.1 OPIS Based Cost-Plus Pricing Program at OFF-SITE/RETAIL**

The Corpay service fee (mark-ups) or other applicable discounts for Bi-Weekly Billing, Net 14 Day terms under RFP Response & Proposal are herein described and listed. Except for pricing exceptions at Convenience Network locations and never below Corpay's cost as explained herein, Corpay agrees to price fuel sold to Customer based on an OPIS based cost plus pricing formula. Price for fuel products purchased by Customer will be equal to the sum of the following:

1. Applicable terminal/rack refiner price (branded or unbranded) as reported by the Oil Price Information Service (OPIS) each Thursday (hereafter "OPIS Newsletter Prices") for each product purchased that calendar week. The fuel price published on each Thursday shall apply to fuel sold during the current week, e.g. the price available on Thursday, the 4<sup>th</sup> will be effective for fuel sold from Monday the 1<sup>st</sup> through Sunday the 7<sup>th</sup>.

Note: OPIS is an independent company that tracks and provides refiner terminal rack prices to re-sellers by Rack Market. Rack Market or Rack City refers to where petroleum products are sold at the wholesale level from primary storage. Rack refers to loading racks where tanker trucks fill up.

2. Freight rate (Fuel Delivery to Retail Acceptance Sites). Freight rates vary by location based on applicable transportation costs per gallon provided to Corpay by the card accepting merchant (including any dealer rate adjustments).
3. All applicable taxes (Tax Exempt Billing further clarified herein).
4. Corpay's cost plus service fee or mark-up (margin) per gallon shall be as follows by fuel product:

Unleaded Gasoline	<u>\$ 0.1275</u>	Premium Gasoline	<u>\$ 0.1275</u>
Mid Grade Gasoline	<u>\$ 0.1375</u>	Diesel Fuel	<u>\$ 0.1775</u>

**Article 2.2 OPIS Based Cost-Plus Pricing for CONSIGNED FUEL SERVICE**

Corpay agrees to price on-site consigned fuel to Customer based on an OPIS based cost plus pricing formula. Price for fuel products purchased at on-site consigned fuel locations will be equal to the sum of the following:

1. The San Antonio, TX, OPIS Unbranded Average Rack price as reported by the Oil Price Information Service (OPIS) each Thursday (hereafter "OPIS Newsletter Prices") for each product purchased that calendar week. The fuel price published on each Thursday shall apply to fuel sold during the current week, e.g. the price available on Thursday, the 4<sup>th</sup> will be effective for fuel sold from Monday the 1<sup>st</sup>

through Sunday the 7<sup>th</sup>.

Note: OPIS is an independent company that tracks and provides reporting of refiner terminal rack prices to re-sellers by Rack Market. Rack Market or Rack City refers to where petroleum products are sold at the wholesale level from primary storage. Rack refers to loading racks where tanker trucks fill up.

2. Fuel supplier freight as charged Corpay which should remain constant for the term of the contract barring common carrier increases. The freight rate may include dealer adjustment for equipment maintenance adder and freight adder to provide winter additive for diesel fuel during applicable months.
3. All applicable taxes (Tax Exempt Billing further clarified herein).
4. Corpay's cost plus service fee or mark-up (margin) per gallon shall be as follows:

All Fuel Grades                          \$ 0.095     

**Article 2.3 Retail-Based Pricing of Alternative Fuels (High Blends of Ethanol or Biodiesel, CNG/LNG, and DEF Dispensed).** Alternative Fuels such as Compressed Natural Gas (CNG), Liquefied Natural Gas (LNG / Propane), E85, and high blends of Biodiesel (such as B20, B11, or B10); or evolving fuels such as E15, E30, or Renewable Diesel; or Diesel Exhaust Fluid (DEF) Dispensed, shall be priced based on the station's retail price (credit price where applicable) minus the discounts shown below:

ALTERNATIVE FUEL TYPE	DISCOUNT (Per Gallon)
Compressed Natural Gas (CNG)	\$ 0.000
Liquefied Natural Gas (LNG) / Propane	\$ 0.000
High Blends of Bio-Diesel (B10 or Higher)	-\$ 0.0225
High Blends of Ethanol (E85, E15, or E30)	-\$ 0.0025
Diesel Exhaust Fluid Dispensed	-\$ 0.0025

**Article 2.4 Pricing Exceptions – Non-Discount, Extended Network Locations and Never below Corpay's Cost.**

Non-Discount or Extended Network locations are defined as sites accepting the Fuelman Card that are determined by Corpay to be a part of the Fuelman Network solely to provide added convenience to Clients. Gallons purchased at these Extended Network locations are excluded from OPIS based cost-plus pricing, discounts, or rebates. The current list of merchants (subject to future change) with applicable Extended Network Pricing includes:

- Sinclair brand stations at posted retail price.
- Chevron/Texaco brand stations at posted retail price.
- Pilot or Flying J Travel Center Stations, Pilot Convenience Stores, or Pilot unattended card lock stations shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.
- Love's Country Store / Travel Stop Locations shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.
- TravelCenters of America (TA) or Petro Travel Centers shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.
- ARCO brand at posted retail price plus \$0.10 per gallon.
- Buc-ee's locations at posted retail price.

Corpay reserves the right to never bill Customer for any purchase at a price below Corpay's cost to settle with the Merchant and in the event the Customer's price (including all merchant taxes before exemption) calculates to be below Corpay's cost to settle with the Merchant, Corpay's cost shall apply.

**Article 2.5 Event of Non-Appropriation. See Exhibit A,** attached hereto and incorporated herein.

**Article 3. Tax Exempt Billing.** Corpay shall provide tax exempt billing for fuel sold to Customer to the extent allowed by the Federal and State Government, rates subject to change. Customer shall provide tax exemption certificates or other related information as required from time to time by Corpay to establish and maintain its tax exempt status. Current federal taxes that cannot be exempted include the Federal Leaking Underground Storage Tank tax (or “LUST”) (\$0.001 per gallon) and the Federal Oil Spill Liability Tax (\$0.0021 per gallon). Current non-exempt State of Texas taxes include the Texas Petroleum Products Delivery Fee (\$0.00087 per gallon).

**Article 3.1 Sales Taxes on Non-fuel Items.** In order to be exempted from State or local Sales and Use Taxes on non-fuel products, Customer must request tax exempt processing of the transaction at the time and point of sale with the card accepting merchant. Corpay is not the sales tax filer with the State of Texas for non-fuel transactions and therefore cannot file for sales tax exemption refunds on behalf of Customer on non-fuel transactions.

**Article 4. Agreement Term.** The term of the Agreement shall commence as of the Effective Date, or if later the date in which the agreement has been signed by both parties and continue through **December 31, 2025**, unless otherwise terminated as set forth in Region 4 ESC/OMNIA Partners Contract # R211101. The Region 4 ESC/OMNIA Partners Contract # R211101 allows for two (2) one (1) year renewals through **December 31, 2026**, which if renewed, shall immediately renew this Agreement. The intent of this Agreement Term is to coincide with the term of the Region 4 ESC/OMNIA Partners Contract # R211101.

**Article 5. Billing Frequency and Payment Terms.** Customer will be billed on a **Monthly** basis with payment is due no later than thirty (30) days from the date of invoice. Invoices and Fleet Management Reports are generally made available electronically by Tuesday following the last Monday of each calendar month for all unbilled transactions since the prior billing.

**Article 6. On-Site Consigned Fuel Services.** Corpay will provide On-Site Consigned Fuel Services as more specifically defined in Corpay’s (formerly named FleetCor) response to Region 4 ESC RFP # 21-11, in Section titled TAB 7 – FleetCor (now named Corpay) Terms and Conditions under article 7.2. FLEETCOR’S (now named CORPAY’S) TERMS & CONDITIONS FOR PROVIDING ON-SITE CONSIGNED FUEL SERVICES (herein “Onsite Terms & Conditions”). For convenience purposes, these Onsite Terms & Conditions are included under Exhibit 2 to this agreement. Specific modifications or additional clarifications to Section 7.2 are as follows:

Corpay shall utilize a third party fuel supplier (Mansfield Oil Company) to assist as Fuel Supplier subcontractor. The parties agree that Mansfield shall be the supplier of fuel to Corpay and Mansfield shall own the fuel which is stored in Customer’s fuel storage tanks. At such time as the fuel leaves the fuel storage tank, title to the fuel is transferred by Mansfield to Corpay and then immediately from Corpay to Customer. Customer shall access and purchase the consigned fuel through use of Fuelman fleet credit card swiped at Fuel Control Terminal installed at the location receiving consigned fuel services. Purchases of on-site consigned fuel are integrated into fleet management reporting and billings for off-site retail purchases. Other specific clarifications or modifications for providing consigned fuel services are as follows:

**Article 6.1 Customer Refueling Locations to Receive Consigned Services.** Properties included in this Agreement for consigned inventory service, Applicable Fuel Grades to be Supplied, and Applicable Supply Terminal for OPIS Pricing are provided in the table below.

Name of Property	Address	City/State	Fuel Grades to be Provided	Supply Terminal (Subject to change)
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NLR Sycamore	1205 Sycamore St.	North Little Rock, AR 72114	Gas & Diesel	Little Rock, AR
NLR Parks	400 West Military Dr.	North Little Rock, AR 72118	Gas & Diesel	Little Rock, AR

**Article 6.2 Fuel Control Terminal (FCT) Equipment Costs.** Equipment provided and expenses to be paid by the parties for the Term of this Agreement shall be as identified below.

6.2.1 Corpay will provide and pay for the following:

- a. Existing FuelMaster® brand Fuel Control Terminal fuel pump automation equipment. Herein referred to as “FCT” or “Card Reader”.
- b. Replacement FCT equipment as might be determined necessary by Corpay during the term of the proposed contract.
- c. Installation and Start-up Costs for replacing card readers as might be determined necessary by Corpay during the term of the proposed contract.
- d. Upgrades if any to Fuel Control Terminal Equipment owned by Corpay that may be necessary for future transition to Network/IP Processing versus current analog phone line transaction processing.

6.2.2 Customer will provide and pay for the following:

- a. Provide a dedicated, 110 or 220 volt A/C electrical line with required circuits, including all electrical conduit installation from the panel to the fuel control terminal, fuel dispensers and tank monitor (if any). One circuit is required for the terminal, one for each dispenser, one for each tank monitor (if any).
- b. One voice-grade dedicated telephone line, free of disruptive line noise, brought to the Equipment at each property including installation, monthly fees and line sharing device (if required).
- c. Upon contract execution, the parties will work to transition from analog phone lines for FCT transaction processing and capturing of ATG readings, to Network/IP Communication allowing for transaction processing and capture of ATG inventory readings via the Internet. The following will be required for transitioning to Internet processing.
  - i. Customer shall have an option to transition using its own Network (LAN) connection or using Cellular Connectivity. With LAN connection, the costs of connecting CAT 5 or similar Ethernet cable pulled to the FCT equipment would be at Customer’s expense. With Cellular Connectivity, Customer shall be responsible for the cost of the cellular data plan subscription.
  - ii. The transition will require additional pieces of hardware for implementing Network/IP communications. The costs of this hardware shall be quoted and billed to Customer as shall be defined in separate Amendment To Agreement (To Provide PDI Connectivity Services for Fuel Control Terminal Equipment at Customer Sites). Corpay’s recommended vendor for these connectivity services is PDI (formerly ControlScan).
  - iii. There will be a required monthly service fee from technology vendor (PDI) to provide a Secure Payment Gateway (SPG) subscription service (PDI PaySafe Connect or E300 Firewall). Upon execution of separate Amendment To Agreement (To Provide PDI Connectivity Services for Fuel Control Terminal Equipment at Customer Sites), Corpay shall establish the PDI PaySafe Connect or E300 Firewall Service and if needed the Cellular Primary Service under its Master Agreement with PDI. The

PaySafe Connect or E300 Firewall Service is required for information security when processing card transactions over an internet connection. For an added monthly fee, the service from PDI can include the cellular data plan subscription needed for cellular connectivity.

- d. Accurate and acceptable electronic Pulsars on all petroleum dispensing equipment, enabling the fuel control terminal to track product flow through the meters. Pulsar/Meter Calibration, if ever needed for dispensing equipment, shall be at Customer's expense.
- e. Automatic Tank Gauging Equipment ("ATG Equipment") and Access to Readings. An automatic tank gauge will be required for proper inventory/dispatch monitoring. Customer may install either an ATG system capable of remote polling (such as compatible Veeder Root device) or an ATG system that provides web-based access to readings (such as Centeron ATG device commonly used in above ground tank systems). If an ATG system allowing remote polling is installed (i.e. Veeder Root) then Customer shall install and maintain required communication lines and com port/board on the device. This may require cellular modem equipment and connection via cellular subscription. If a system allowing web-based (internet) access to readings is installed (i.e. Centeron), then Customer shall pay all web subscription fees required from the ATG manufacturer. If preferred, Corpay will arrange for the Centeron subscription and bill Customer a recurring monthly fee for the subscription in normal Fuelman reporting and billing. Corpay's fuel supplier shall be granted access to the Centeron web subscription to monitor fuel inventory levels. Regardless of type of ATG system chosen by Customer, all costs of installation of ATG equipment shall be paid by Customer. The following subparagraphs define the current ATG situation at Customer's properties:
  - i. **1205 Sycamore Street location (NLR-GAS and NLR-Diesel).** Customer currently has installed, Centeron ATG equipment on all tanks to receive consigned fuel services at the 1205 Sycamore Street location.
  - ii. **400 West Military Dr. (NLR PARKS) location.** At Customer's NLR Parks location, currently there is no ATG equipment installed and it is necessary to properly manage and dispatch deliveries on a timely basis as well as for inventory reconciliations (for accounting purposes). After signing of this agreement, it is expected that Customer shall purchase and install ATG equipment at the NLR Parks location at Customer's sole expense. Should ATG equipment not be installed within 6 months of contract signing, if required by its fuel supplier, FleetCor (now named Corpay) reserves the right to suspend consigned fuel services at the NLR Parks location, or require the location to transition to Memo Tracking services as provided for in the Region 4 ESC/Omnia Partners contract.
- f. Upgrades to ATG equipment allowing for Network/IP connection instead of analog phone connectivity. The ATG equipment shall need to be upgraded to allow for internet connectivity, either through Customer's LAN or via cellular data plan. If this is ever required, the following would be required:
  - iii. We would expect Customer's ATG equipment to require a communications board upgrade, which would be Customer's expense.
  - iv. If Customer prefers LAN connection to the ATG, Customer would need to pull CAT5 or similar Ethernet cable connection to the ATG device, and Corpay or our fuel supplier can work with Customer's IT staff to implement a secure network-to-network VPN tunnel to the ATG device.
  - v. If Customer prefers cellular connectivity, a cellular device will be required to allow remote connectivity. While the Cellular Network Modem is the quickest and easiest to set-up, you will incur ongoing monthly cellular data plan costs which would be at Customer's expense. Some governments prefer this approach as it eliminates IT

infrastructure costs and the secure VPN tunnel to access the device on customer's local network.

**Article 6.3 Initial Inventory Acquisition.** For new sites not previously covered by prior agreement between the parties, the parties agree that Corpay's Fuel Supplier (Mansfield Oil) shall purchase and take title to the initial fuel inventory which is stored in fuel storage tanks at Customer's on-site refueling location. Mansfield shall purchase the initial inventory (if any) from Customer. The gallons to be purchased shall be determined based upon a stick reading and/or ATG reading approved by Mansfield. The price of the fuel shall be the OPIS Unbranded Average at the applicable terminal city and shall be set forth in a Bill of Sale to be executed by both parties.

**Article 7. Fleet Card Terms and Conditions.** Customer's use of the Fuelman Fleet Card at Fuelman Network retail locations and for the consigned fuel services provided to Customer are governed by FleetCor's (now named Corpay's) General Terms and Conditions submitted under Article 7.1 in FleetCor's (now Corpay's) RFP response to Region 4 ESC RFP # 21-11 (herein the "TAB 7 – FleetCor (now named Corpay) Terms and Conditions") and the terms and conditions of this Agreement. In the event of inconsistencies between the TAB 7 – FleetCor (now Corpay) Terms and Conditions and this Agreement, this Agreement shall govern.

**Article 8. Notices.** All notices under this Agreement 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 parties (i) if sent via the e-mail address stated below and confirmation of the receipt of the e-mail 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; (iv) if given by nationally recognized and reputable overnight delivery service, the business day on which the notice is actually received by the party; or (v) if given by certified mail, return receipt requested, postage prepaid, three (3) business days after posted with the United States Postal Service.

Customer: City of North Little Rock  
Kenny Brock, Director Vehicle Maintenance Dept  
**Address: 1208 Sycamore**  
North Little Rock, AR  
Phone: 501) 340-5371  
Email: kbrock@nlr.ar.gov

Copy to:

Corpay: Corpay Technologies Operating Company, LLC  
3280 Peachtree Road, Suite 2400  
Atlanta, Georgia 30305  
Attn: Mark Roberts  
Phone: (704) 853-2662  
Email: markroberts@corpay.com

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

**Article 9. Severability of Provisions.** Each provision of this Agreement is severable from all other provisions in the Agreement. If any provision in this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in effect.

**Article 10. Entire Agreement; Previous Agreements Terminated.** Subject to Article 12 hereof, this Agreement contains the entire agreement between the parties. Any and all previous agreements between Customer and Corpay not incorporated into this Agreement with respect to the services as specified in this Agreement, whether written or oral, are hereby expressly terminated.

**Article 11. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Arkansas. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in either the U.S. District Court for the Eastern District of Arkansas or the Circuit Court of Pulaski County, Arkansas. The Contractor irrevocably waives any right to challenge the jurisdiction or venue of any cause of action under this Agreement.

**Article 12. Agreement Components.** The Agreement shall consist of the following component parts:

1. The Recitals, which is the cover page to this Agreement..
2. This instrument (Co-Operative “Piggyback” Agreement for Fuel Card Services and Consigned Fuel Supply).
3. November, 9, 2021 Notice of RFP Award Letter from Region 4 ESC (EXHIBIT “3” attached hereto).
4. Region 4 ESC/OMNIA Partners Contract #R211101 between FleetCor (now named Corpay) Technologies and Region 4 ESC for Fuel Card Services and Related Products. Copy available at OMNIA Partners website: <https://www.omniapartners.com/publicsector>
5. Response to Region 4 ESC RFP # 21-11 submitted August 24, 2021 by FleetCor (now named Corpay) except as modified by this Agreement. The Region 4 ESC/OMNIA Partners Contract #R211101 includes a complete copy of Corpay’s RFP response beginning on page 22 of the agreement.
6. Corpay’s General Terms & Conditions for Use of Fleet Cards Applicable to OMNIA Partners Participating Public Agencies using the Region 4 ESC Master Agreement No. R211101 for Fleet Credit Card (herein “Corpay Terms and Conditions”), which are included as EXHIBIT 1 to this agreement.
7. Corpay’s Terms & Conditions for Providing On-Site Consigned Fuel Services (herein “Onsite Terms & Conditions”), which are included as EXHIBIT 2 to this agreement.
8. Event of Non-Appropriation, which is included as EXHIBIT A to this agreement.

This instrument, together with the other documents enumerated in this Article 12, which said documents are as fully a part of this Agreement as if hereto attached or herein repeated, form the Agreement. In the event that any provision or any component part of this Agreement conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 12 shall govern, except as otherwise specifically stated.

**Article 13. Insurance Requirements.**

**13.1 Types and Amounts of Coverage.** At all times during the Term, Corpay shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

- a) Commercial General Liability with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate;
- b) Automobile/Vehicle Liability with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence;
- c) Workers’ Compensation with limits no less than the minimum required by applicable Law;
- d) Employers’ Liability with limits no less than One Million Dollars (\$1,000,000);
- e) Employee Theft and Dishonesty or crime insurance coverage with limits no less than One Million Dollars (\$1,000,000.00);

- f) Professional Liability Insurance (including Cyber Risk liability) with limits no less than Five Million Dollars (\$5,000,000); and
- g) Umbrella Liability insurance with limits no less than Five Million Dollars (\$5,000,000.00) per occurrence, over and above the policies listed in items (a), (b), (c), and (d) above.

**13.2 Other Policy Requirements.** All insurance policies required pursuant to this Section shall:

- a) Be issued by insurers of whose “Best” rating is “A-” or better;
- b) Prior to cancellation or non-renewal of policy coverage, Corpay shall have new insurance policies in place that meet the requirements of this Section;
- c) Be evidenced by certificates of insurance delivered to Customer, upon request (once per year);
- d) Corpay may secure the required limits of liability utilizing any combination of primary and excess policies; and
- e) Customer shall be named as an additional insured where permitted under Company’s policy.

*[Signatures on the Next Page]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in two (2) original counterparts as of the day and year first written above.

**AGREED:**

**CORPAY TECHNOLOGIES OPERATING COMPANY, LLC**

By: \_\_\_\_\_

Printed Name: Mark Roberts \_\_\_\_\_

Title: Director, Bids & Contracts \_\_\_\_\_

Date: \_\_\_\_\_

**AGREED:**

**CITY OF NORTH LITTLE ROCK**

By: \_\_\_\_\_

Printed Name:  
Terry C. Hartwick \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Diane Whitbey, City Clerk**

\_\_\_\_\_  
**Date**

**Reviewed and Approved as to Form:**

**CITY OF NORTH LITTLE ROCK**

*Amy Beckman Fields*  
**City Attorney**

By: \_\_\_\_\_

**Deputy City Attorney**

\_\_\_\_\_  
**Date**

## EXHIBIT 1

### **Corpay's General Terms & Conditions for Use of Fleet Cards Applicable to OMNIA Partners Participating Public Agencies using the Region 4 ESC Master Agreement No. R211101 for Fleet Credit Card**

#### **1.1 Security, Loss, Theft, or Unauthorized Use of Card.**

**1.1.1 General Security.** Each Card can be programmed to only allow Fuel or both Fuel & Maintenance services such as oil changes, vehicle washes, etc. Typically, each Transaction is authorized with the Card number, product code, quantity and driver's Driver ID across the proprietary Fuelman network to ensure that the purchase is authorized and limited to the product and quantity (e.g. gallons of Fuel or dollars of Maintenance) that have been pre-approved. This system also helps prevent unauthorized Driver IDs and stolen Cards from being used to make purchases. The product and quantity controls are subject to each Merchant Location's POS Authorization Limitations described herein.

**1.1.2 Corpay's Liability.** In the event an unauthorized Transaction occurs, subject to the limitations and Customer responsibilities explained in this section 1.1.1 and in the event that the Account has been issued fewer than ten (10) Cards, Corpay will assume full responsibility for those purchases. If the Account has been issued ten (10) or more Cards, Customer assumes all liability and responsibility for unauthorized Transactions or Account activity.

**1.1.3 Customer's Responsibility.** It is the responsibility of Customer to ensure proper security controls are kept in place to protect the Cards and Driver IDs and that only authorized employees or agents of Customer use them to make purchases. It is also the Customer's responsibility to lock any inactive, misplaced, or stolen Cards and Driver IDs immediately. Fuelman is not responsible for fraudulent Transactions made on unlocked Cards with valid Driver IDs. Customer should use the online account application to lock Cards and Driver IDs instantly. Alternatively, the Customer can contact Fuelman Customer Service during regular business hours via fax or email with the requested change, in which case Fuelman will make the requested changes within 24 hours and assume responsibility for any unauthorized purchases at that point. All Transactions in which a valid/unlocked Card number was used in conjunction with a valid/active Driver ID will be considered to be authorized Transactions in which Customer is fully responsible for payment. It is also the Customer's responsibility to review the standard fleet management reports and optional eMail exception alerts to identify potential purchasing discrepancies. Customer should instruct its Cardholders to keep any record of their Driver ID separate from the vehicle's Card.

**1.1.4 Lost or Stolen Cards.** Customer shall report all lost or stolen Cards to Corpay immediately via phone call or email to Corpay's Customer Service department identifying the Card number and such other details concerning the loss or theft of the Cards as are known by Customer. Customer shall be liable for all Transactions made by lost or stolen Cards until midnight of the day that Corpay receives Customer's notice of such lost or stolen Cards. Customer and Guarantor(s) agree to and acknowledge full liability for any losses resulting from any failure to report the loss or theft of Card(s) in accordance with the terms hereof.

**1.1.5 Terminated Drivers.** It is the Customer's responsibility to lock a terminated driver's Driver ID as explained herein.

**1.1.6 Merchant Limitations.** The personnel (if any) at a Merchant Location are not the agents or employees of Corpay and Corpay shall not be responsible for the products or services rendered by any of the Merchants or any other liability or damage which arises from the action or negligence of the personnel of any of the Merchants, their agents or their employees.

**1.1.7 POS Authorization Limitations.** Authorization controls are provided as a convenience to the Customer and are not guaranteed to prevent unauthorized purchases. Specifically, depending on the particular point-of-sale (POS) equipment and Fuel dispenser controls being used by a particular Merchant Location, the product type and spending limit may not be enforceable prior to completing the Transaction. In these situations, the Transaction will still be considered to be authorized, but will be identified as an exception on the Customer's standard fleet management report and reported via email if desired by Customer.

**1.1.8 Claims.** All claims for defective Fuel or Maintenance must be made to the Merchant operating the Merchant Location where such Fuel or Maintenance was purchased. Any claim for defective Fuel or Maintenance is waived by Client unless made in writing to Merchant, with a copy to Fuelman, within fifteen (15) days from the date of the purchase of the alleged defective Fuel or Maintenance giving rise to the

claim.

## **1.2 Account Administration and Card Issuance.**

**1.2.1 Credit Limit.** Upon receipt of notice of award of SOLICITATION/contract and signed credit applications from Customer, Corpay will establish an aggregate spending limit for all the Cards issued to Customer under the Account(s) (the "Credit Limit") based on Corpay's evaluation of the Customer's creditworthiness. The initial Credit Limit may have already been established (applicable to existing older accounts already using Fuelman cards issued by Corpay). Corpay reserves the right to increase or decrease this Credit Limit at any time with or without providing notice to Customer. So long as sufficient creditworthiness exists, the intention shall be to have sufficient credit limit to meet the anticipated purchasing projections or purchasing history/activity of the Customer under the billing frequency and terms provided in the SOLICITATION or this response to SOLICITATION.

**1.2.2 Administration of Cards.** Customer shall be solely responsible for the use, maintenance, administration, and security of the Cards and Driver IDs within Customer's business, including, but not limited to, distributing Cards to, and collecting Cards from, its employees and agents. Notwithstanding any other provision in this Agreement, Customer is responsible for any loss or misuse of Cards by its employees and agents. See section 1.1.1 for more information regarding Customer responsibilities.

**1.2.3 Account Administration (Contact Persons).** To ensure effective communication between your Fleet Manager or Card Program Administrator, your Accounts Payable Representative, and Corpay, Customer will provide the requested contact information for both an authorized Fleet Contact and Billing Contact. Up-to-date information about your account will be communicated through these designated persons. For example, if your account becomes past due or exceeds the assigned credit limit, or if we have identified suspected fraudulent activity, the listed individuals on the account may be notified electronically to avoid a disruption in service or to confirm whether suspected fraudulent purchases identified are legitimate. Customer shall contact Fuelman customer service or your account manager if any of this information changes for the authorized Fleet Contact or Billing Contact person.

**1.2.4 Cancellation of Cards.** If, at any time, for any reason, Customer desires to cancel any particular Card, but not the Account, Customer's Representative must notify Corpay via the online application or in writing of such cancellation. Customer's liability for purchases made using the canceled Card shall end at midnight of the day that Corpay receives notice of such Card cancellation. The on-line application allows customer to instantly cancel (lock) cards.

**1.2.5 Suspension of Cards.** Corpay, at its sole discretion, may suspend or terminate the use of any Card at any time for any reason, including, but not limited to, inactivity, unusual activity, or suspected loss, theft, fraud, or in compliance with the USA Patriot Act. However, nothing in this Agreement shall obligate Corpay to monitor the use of any Card, and, as described in this Agreement, Customer is solely responsible for the use of any outstanding Cards.

**1.2.6 Suspension of Account.** Corpay, reserves the right to suspend or terminate the use of an Account due to substantial change in creditworthiness, late payment (excessive days beyond terms), aggregate outstanding balance owing on the Account (outstanding Account balance and unbilled Transactions) over the Credit Limit or in compliance with the USA Patriot Act.

**Limitation of Liability.** **1.3** EXCEPT WITH RESPECT TO: (A) CLAIMS OF THIRD PARTIES AGAINST OWNER, (B) CLAIMS THAT ARISE DUE TO CORPAY'S OR CORPAY'S SUBCONTRACTOR'S GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, OR (C) CLAIMS BY CUSTOMER AGAINST CORPAY THAT ARE COVERED BY INSURANCE, FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, COORPAY AND OWNER WAIVE CLAIMS AGAINST EACH OTHER FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ELSEWHERE IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL CUMULATIVE LIABILITY OF CORPAY AND ANY OF CORPAY'S RELATED COMPANIES TO CUSTOMER FOR ALL CLAIMS, LOSSES, DAMAGES, AND EXPENSES RESULTING IN ANY WAY FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER ARISING UNDER BREACH OF CONTRACT, STATUTE, OR WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER BASIS OF LEGAL LIABILITY, SHALL BE THE TOTAL VALUE OF CORPAY'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY PER OCCURRENCE, INCLUDING THE



UMBRELLA POLICY, SET FORTH IN SECTION \_\_\_\_ OF THE AGREEMENT. CUSTOMER WAIVES ALL CLAIMS IN EXCESS THEREOF, REGARDLESS OF WHETHER SUCH CLAIMS, LOSSES, DAMAGES AND EXPENSES ARE CHARACTERIZED AS ARISING WHOLLY OR PARTIALLY UNDER BREACH OF WARRANTY, CONTRACT OR STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER THEORY OF LEGAL LIABILITY.

**1.3**

**1.4 Force Majeure.** Corpay shall not be liable for failure to perform when such failure is occasioned or caused by circumstances beyond its control.

DRAFT

## **EXHIBIT 2**

### **CORPAY'S TERMS & CONDITIONS FOR PROVIDING ON-SITE CONSIGNED FUEL SERVICES**

#### **7.2.1. ON-SITE CONSIGNED FUEL SERVICES.**

At Participating Public Agency's (herein "Customer") on-site refueling locations serviced under this proposal, Corpay and its fuel supplier will provide the following services:

- a. Supply and maintain fleet fuel (on consignment) as required by Customer at the designated location(s) for On-Site Access Card Transactions.
- b. Tank Monitoring (for the purpose of keeping fuel in the tanks, not for environmental compliance purposes).
- c. Inventory Management, Control, and Reconciliation (for the purpose of keeping fuel in the tanks, not for environmental compliance purposes).
- d. At qualifying and agreed upon locations, provide Fuel Control Terminal (herein "FCT") equipment (also known as an Island Card Reader) and Repair and Maintenance of the equipment supplied hereunder by Corpay.

#### **7.2.2. ON-CONSIGNMENT FUEL SUPPLY AND FUEL MANAGEMENT PROGRAM (FUEL SUPPLIERS).**

In most markets Corpay will utilize the expertise and services of our nationwide petroleum distributor fuel supplier (Mansfield Oil Company) as a subcontractor to provide fuel inventory meeting specifications as provided for in the Solicitation. However, in certain markets Corpay might use other highly qualified local petroleum distributors who supply other Corpay managed consigned locations. The fuel will be provided on consignment from tank(s) at the Customer's refueling sites owned and operated by Customer. The chosen fuel supplier shall own the fuel which is stored in Customer's fuel storage tanks. At such time as the fuel leaves the fuel storage tank, title to the fuel is transferred by fuel supplier to Corpay and then immediately from Corpay to Customer. Customer shall pay for fuel in accordance with the terms and conditions of the Agreement.

#### **7.2.3. MINIMUM VOLUME EXPECTATIONS FOR CONSIGNED FUEL SERVICES.**

To qualify for consigned inventory services, there are certain minimum volume expectations per location, which shall be considered along with the Customer's overall volume (combined on-site and off-site fuel consumption). Typically, a minimum monthly volume threshold of 5,000 gallons per Island Card Reader installed by Corpay prevails, however Corpay reserves the right to not provide consigned, on-site services if the Customer's total on-site and off-site volume is insufficient and in such case we would likely recommend the customer utilize Memo Tracking Services as a possible solution (Customer purchases or owns its own compatible FCT equipment). Another alternative which shall be determined on a case-by-case basis would be for Customer's with extremely low site volumes who insist on receiving consigned services (not Memo Tracking); the customer could purchase and install its own compatible FCT equipment either through Corpay or other petroleum equipment suppliers. Consigned service would be subject to Fuel Supplier approval of a lower volume location.

#### **7.2.4. EQUIPMENT AND SERVICES BY CORPAY.**

Corpay, with maintenance support assistance from its fuel supplier subcontractor or other vendors will provide a Fuel Control Terminal (FCT) system needed to provide the fuel pump automation and fuel usage tracking for consigned services required in the Solicitation. Fuel

Control Terminals may sometimes be referred to as Island Card Readers because they are mounted on the re-fueling island near the fuel pumps and the equipment reads customer's cards allowing access to the fuel pumps.

#### **7.2.5. INITIAL INVENTORY ACQUISITION.**

Corpay's fuel supplier shall purchase and take title to the initial fuel inventory which is stored in fuel storage tanks at Customer's on-site refueling location. The fuel supplier shall purchase and take title to the initial inventory on day of installation of the Fuel Control Terminal or if Customer already owns compatible equipment the day the FCT is converted to Fuelman card processing. The gallons to be purchased shall be determined based upon a stick reading and/or ATG reading approved by the fuel supplier. Generally, the parties (Customer and fuel supplier) shall each have a representative at the location on the day of equipment installation or transition to witness the existing fuel inventory readings. The price of the fuel purchased shall be the OPIS Unbranded Average price at the applicable terminal city on the day of inventory acquisition and shall be set forth in a Bill of Sale to be executed by both parties.

#### **7.2.6. INVENTORY CARRYING COSTS, SUFFICIENT TANKS/PUMPS, SPILLAGE, TRANSFER OF TITLE, SECURITY INTEREST IN FUEL/EQUIPMENT OWNED BY FUEL SUPPLIER OR CORPAY.**

Corpay or its fuel supplier sub-contractor shall pay all carrying costs for owning the consigned fuel inventory made available at the Customer's on-site refueling locations. Of course, providing this service is predicated on Customer maintaining sufficient tanks, product piping and pumps and automatic tank gauges for the use contemplated hereby. Corpay's fuel supplier shall be the supplier of fuel to Corpay and the fuel supplier shall own the fuel which is stored in Customer's fuel storage tanks. At such time as the fuel leaves the fuel storage tank, title to the fuel is transferred by Corpay's fuel supplier to Corpay and then immediately from Corpay to Customer. Customer shall be billed for fuel as it leaves the nozzle and passes into a vehicle (or tank) in an On-Site Access Card Transaction.

Corpay's Fuel Supplier, rather than Corpay, shall have liability to Customer for damages, losses, costs, expenses, penalties, fines or liabilities of any kind arising out of any overfills or spillages occurring at Customer's properties, to the extent caused by the negligence of the Fuel Supplier.

Customer shall grant a first priority security interest to Corpay and/or Corpay's Fuel Supplier in all fuel inventory stored in Customer's storage tank(s) and for all fuel delivered to Customer's fuel storage tanks hereunder. Customer hereby authorizes Corpay or its fuel supplier to file any and all UCC Financing Statements and any other documents required to evidence or perfect same. Customer also hereby authorizes Corpay to file a UCC Financing Statement evidencing or perfecting its or its Fuel Supplier's ownership of all Equipment hereunder.

#### **7.2.7. INVENTORY MONITORING.**

For sake of receiving consigned inventory services, it shall be required that the tanks have in place Automatic Tank Gauging (ATG) system which can be remotely polled or monitored by Corpay or its fuel supplier. Customer authorizes Corpay and its Fuel Supplier to periodically review fuel tank levels via automated tank monitoring equipment that Customer should already have installed on the tank(s), or via stick readings (if ATG equipment is malfunctioning) for the purpose of keeping fuel in the tanks and not for environmental compliance. In the event that the automated tank monitoring system is not functioning properly, then Customer shall provide Corpay (or its Fuel Supplier, as directed) with a stick reading of the fuel in each tank routinely as

might be required Monday through Friday. Corpay's Fuel Supplier will make deliveries to Customer's fuel tank when determined necessary by its fuel supplier's inventory control department. Corpay's or its Fuel Supplier's review of inventory shall be for the purpose of scheduling fuel delivery only and for general accounting purposes.

#### **7.2.8. LEAK DETECTION MONITORING RESPONSIBILITY.**

The Customer acknowledges that Contractor's performance of tank monitoring services under this Solicitation is solely for the purpose of keeping fuel in the tanks. The performance of such services does not relieve Customer of any obligations under State or Federal law relating to the UST/AST System's release detection requirements including, but not limited to: its obligation to monitor UST/AST for releases and tank tightness; its obligation to report suspected UST/AST System releases to appropriate agencies; its obligation to maintain appropriate release detection records; and its obligations under relevant provisions of the State Fire Code. It is further acknowledged that Contractor is not responsible for monitoring, detecting, analyzing or reporting of tank leaks or other tank tightness information to Customer or any other person or regulatory agency.

#### **7.2.9. RESPONSIBILITY FOR INVENTORY DISCREPANCIES AND SHORTAGES.**

Considering that major malfunctions of petroleum pumping equipment owned by Customers can occur (bad meters in dispensers, bad pulsars attached to mechanical meters in dispensers); and considering the significant dollars involved with fuel inventory caused by escalating fuel prices which has further caused the commodity to be under significant risk and a prime target of theft or removal from fuel storage tanks on Customer properties; for these reasons it is necessary that the responsibility for larger inventory discrepancies (shortages) be clearly explained and understood as provided in the next paragraph.

Fuel invoices and reporting of usage will be based on the transaction data received from the FCT equipment. From time to time, Customer's transaction data totals will be reconciled with the site's automated tank monitor readings from the first day of the relevant period and the gallons recorded on the totalizer. In the event of a discrepancy between these totals (other than small, insignificant shortages due to normal fuel evaporation and shrink), the tank monitoring fuel readings will control, and Corpay reserves the right to adjust the fuel dispersed for the relevant period accordingly. However, in the event that the automated tank monitoring system is not functioning properly, then Customer shall provide Corpay (or its Fuel Supplier, as directed) with a stick reading of the fuel in each tank routinely as might be required. In any such situation, the Customer will be billed for unaccounted gallons (other than small insignificant shortages due to normal evaporation and shrink) and will be notified in the event of such discrepancies. At sites where ATG's are not functioning properly, Corpay shall be authorized to balance manual stick readings with fuel delivery data and Customer's transaction data in invoicing Customer.

#### **7.2.10. ACCESS FOR DELIVERY, UST/AST REGULATORY COMPLIANCE.**

Corpay's fuel supplier shall be authorized to enter upon Customer's refueling location at times when facility is open to make fuel deliveries and/or to otherwise access the fuel in the fuel storage tank(s), as the fuel supplier deems necessary.

The Customer hereby acknowledges that it is the owner and/or operator of all underground and/or aboveground storage tank(s), connected underground/aboveground piping, ancillary equipment and containment systems on existing Customer facilities designated as on-site fueling operations hereunder (the "UST/AST System"). Corpay and its fuel supplier have no

control of, or responsibility for, the operation of the UST/AST System. As owner/operator of the UST/AST System, the Customer is responsible for compliance, and shall comply, with current and future federal, state and local laws and regulations applicable to the UST/AST System including spill prevention containment and contingency ("SPCC"), as well as all other pertinent environmental laws and regulations. Without limiting the generality of the foregoing, the Customer shall be responsible for compliance with the following requirements with respect to the UST/AST System: registration; payment of all registration, monitoring, maintenance and other fees; reporting; record keeping; replacements; release detection, reporting, investigation, containment, response and corrective actions; assurance of financial responsibility; closure; and compensation of claims for bodily injury, death, exemplary damages, property damage and natural resources damages caused by or arising from, in whole or in part, a release from any UST/AST System. Corpay and its fuel supplier shall have no responsibility, obligation or liability with respect to the ownership or operation of any UST/AST System or compliance with federal, state, or local laws and regulations applicable to an owner or operator of the UST/AST System.

#### **7.2.11. CONSIGNED FUEL STORAGE TANK AND PUMP EXPECTATIONS, PROOF OF REGISTRATION.**

Neither Corpay nor its fuel supplier shall be liable for installing or owning fuel storage tanks or pumps of any kind. The participants under this contract must already have installed tanks and pumps sufficient for the use contemplated herein. Before deliveries occur by Corpay's fuel supplier, the Customer shall provide proof of up-to-date UST or AST registrations as might be required by Federal, State or local law.

#### **7.2.12. FUEL CONTROL TERMINALS FOR ON-SITE AUTOMATION (HARDWARE OWNERSHIP AND MAINTENANCE).**

At Customer locations approved for consigned services, Corpay may agree to purchase Fuel Control Terminal (FCT) equipment/hardware, for installation on the confirmed Customer properties to receive consigned service.

#### **7.2.13. SITE SURVEY FORM.**

Customer shall assist Corpay by completing a consigned Site Survey Form that is necessary prior to ordering equipment. The Customer shall notify Corpay via the Site Survey Form of exactly the sites designated to receive consigned inventory services. Once a final determination of the exact sites and equipment agreed to be implemented by Corpay is determined, and once an authorization to proceed under this agreement is issued to Corpay by Customer, Corpay shall order and implement the equipment. The equipment and system implementation costs to be provided by the parties are as follows:

#### **7.2.14. EQUIPMENT/IMPLEMENTATION COSTS PAID BY CORPAY.**

For locations where Corpay agrees to provide consigned inventory services, Corpay will provide the following equipment, implementation costs:

- a. Fuel Control Terminal island card reader equipment. Herein referred to as "FCT" or "Card Reader".
- b. FCT Equipment Installation/Startup. The basic cost associated with mounting the pedestal and FCT on the fuel island, and startup of the FCT shall be paid by Corpay. Start-up costs SHALL NOT include pulling wire and electrical which should already be in place (at Customer's expense) at time of start-up.

NOTE: Corpay reserves the right to charge a Start-up Fee of **\$2,500** for each FCT device installed and started up.

For Customer locations designated to receive consigned inventory services, the costs identified above have been factored into Corpay's margin per gallon quoted **in our pricing proposal**. If Customer already owns FCT equipment, or if Customer chooses to purchase, own and maintain its own FCT equipment that is compatible with the Fuelman network, and if Corpay is not required to provide, install or upgrade such equipment, then the quoted markup in our Pricing Proposal may be reduced by Corpay, which shall be mutually agreed to by the parties at the time. Anticipated Site volumes and overall equipment costs can vary greatly so the reduction to quoted prices must be determined on a case-by-case basis should Customer own and maintain the FCT equipment.

#### **7.2.15. UTILITIES, EQUIPMENT AND INSTALLATION COSTS PAID BY CUSTOMER.**

The Customer will provide the following at the on-site refueling locations to be automated by Contractor:

- (a) A dedicated 110, or 220 volt A/C electrical line with required circuits (a minimum of one circuit for the terminal, one for each dispenser and one for each tank monitor. Adequate electrical wiring and conduit shall terminate at the desired FCT/Island Card Reader location for installation and hook-up of a typical Island Card Reader device.
- (b) Communications lines, data plan subscriptions and equipment upgrades for internet transaction processing, which might include:
  - (i) Either Network-to-Network (LAN) connection or connection using Cellular Data Plan for Internet processing of transactions. With LAN connection, the costs of connecting Ethernet cable to the FCT equipment would be at Customer's expense. With Cellular Connectivity, Customer shall be responsible for the cost of the cellular data plan subscription.
  - (ii) Additional pieces of hardware for implementing Network/IP communications. The costs of this hardware shall be quoted and billed to Customer by Corpay, or Customer can purchase the equipment needed directly from the recommended technology provider (ControlScan).
  - (iii) There will be a required monthly service fee from technology vendor (ControlScan) to provide a Secure Payment Gateway (SPG) service. Customer shall establish an account directly with ControlScan for this service.
  - (iv) For Fuel Control Terminals owned by ASC Members, upgrades to Fuel Control Terminal Equipment necessary for transition to Network/IP Processing to the Fuelman authorizer instead of typical analog phone line connectivity.
- (c) Electronic Pulsars installed on all petroleum dispensing equipment suitable for the use contemplated in this bid enabling the contractor's FCT/Island Card Reader to track product flow through the Customer's dispenser meters. The Customer will be responsible for maintenance of the Pulsars and/or meters in its fuel dispensing equipment including meter calibrations as may be determined necessary from time to time.
- (d) Customer owned Automatic Tank Gauging (ATG) equipment that is currently installed, owned and maintained by Customer. Customer shall be responsible for maintenance of the ATG equipment including ATG Probes, communication ports on the devices and all required communication lines to the ATG equipment. The Contractor or Fuel Supplier shall be allowed to dial into Customer's ATG devices to capture tank inventory readings. For sites with aboveground tanks that utilize

Centeron or similar monitoring equipment, Customer shall be responsible for any subscription fees to the manufacturer required to monitor inventories.

- (e) For sites where volume does not qualify for FCT equipment provided by Corpay, Customer shall purchase and own FCT/Island Card Reader (ICR) equipment. Customer shall be responsible for all maintenance (including Extended Maintenance or Support Fees) as might be determined necessary or desirable from the original equipment manufacturer.

#### **7.2.16. MAINTENANCE OF EQUIPMENT AND CALIBRATION.**

Corpay or its fuel supplier shall be responsible for maintaining (other than Equipment calibration) its Equipment as required in good working order. However, if any Corpay or fuel supplier owned Equipment fails to be in good working order as a result of any vandalism or misuse of the Equipment or the result of "acts of God" (such as lightning strikes, tornadoes and similar occurrences), then the Customer shall be solely responsible for the cost of any necessary repairs. Customer shall be responsible for insuring the Equipment against such occurrences if necessary. Customer will be responsible for maintaining the calibration of all fuel dispensing or pumping equipment including meter and pulsar calibration. If Contractor determines it is necessary to provide calibration services, Customer will be responsible for all additional charges and fees associated therewith. Customer shall be responsible for maintenance of all other Customer owned equipment and shall ensure such equipment remains in good working order such as to not prevent On-Site Access Card Transactions. Corpay or its fuel supplier shall provide all contact information for reporting equipment related problems or fuel delivery questions or problems.

In the event that Equipment malfunctions or fails, or in the event of fuel delivery problems or requests, Customer shall notify Corpay's Fuel Supplier within 24 hours of the equipment malfunction or problem. With sites supplied by Mansfield Oil the following contact information would prevail however the contact numbers would change for any other fuel suppliers used by Corpay.

- During normal business hours, 8:00 a.m. to 5:00 p.m. EST, Customer may reach Corpay's Fuel Supplier's Monitoring Center Personnel at **Mansfield Oil at 800-843-0134, ext. 2122 or 2123.**
- Outside of normal business hours, Customer should contact **Mansfield Oil's** Monitoring Center at **678-414-5625**.

Regardless of fuel supplier, an Email or phone communication regarding any equipment or fuel delivery problems to Corpay's assigned business manager over consigned fuel supply is recommended. This should be reported to:

- **Alice Hafkey at (630) 698-5104 or [ahafkey@fleetcor.com](mailto:ahafkey@fleetcor.com).** Alice works closely with the fuel supplier to make sure all equipment or fuel delivery problems are addressed.

#### **7.2.17. MORE INFORMATION REGARDING FUEL CONTROL TERMINALS AND FUEL SITE AUTOMATION.**

The brand of Fuel Control Terminal that Corpay typically utilizes is our own Comdata SmartSite equipment, or our system works well with FuelMaster<sup>®</sup> manufactured by Syn-Tech Systems, Inc.

The expected time frame from start to finish for purchasing and installing FCT equipment and implementing consigned inventory services would typically be about 7 or 8 weeks. A site survey should be completed by the Customer prior to equipment order, then Corpay orders equipment,

delivery of equipment to the installer usually occurs within 6 weeks (usually quicker). Installation is scheduled immediately upon receipt of equipment.

The expected downtime for the refueling location when equipment is installed is a day or less. This is provided all necessary electrical wiring by Customer is in place. If fuel site has never had FCT equipment installed and extensive wiring is required, Corpay will provide the wiring schematics to Customer so that it can have this portion of the job completed prior to scheduled FCT equipment installation date. Typically, if an FCT device has been installed previously, the wiring can be utilized however this must be determined with each location. The communication line (i.e. Ethernet cable) or cellular data plan, modem and ControlScan equipment must be at the location (by Customer) prior to date of equipment installation.

The Start-up Fee for locations installed or started up by Corpay under this Solicitation is **\$2,500** per FCT (location). This start-up fee would apply to either consigned or memo tracking sites where Corpay handles the startup. Corpay will utilize accredited and properly insured petroleum equipment installers for installing the FCT equipment.



## EXHIBIT 3

### NOVEMBER 9, 2021 NOTICE OF AWARD LETTER FROM REGION 4 ESC



November 9, 2021

Mr. Randy Morgan  
rmorgan@comdata.com  
Chief Operating Officer  
FleetCor Technologies, Inc. through its subsidiaries:  
FleetCor Technologies Operating Company, LLC and Comdata, Inc.  
3280 Peachtree Road, Suite 2400  
Atlanta, GA 30305

Re: Award of Contract #R211101

Dear Mr. Morgan:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 26, 2021, we are pleased to announce that FleetCor Technologies, Inc. through its subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP #21-11) submitted on August 24, 2021:

Commodity/Service

Supplier

Fuel Card Services and Related Products

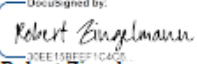
FleetCor Technologies, Inc. through its subsidiaries:  
FleetCor Technologies Operating Company, LLC and  
Comdata, Inc.

This contract is effective January 1, 2022 and will expire on December 31, 2024. As indicated above, your contract # is R211101. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and FleetCor Technologies, Inc. through its subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Christine Dorantes, the Contract Manager assigned to your contract, at (615) 431-8182 or [christine.dorantes@omniapartners.com](mailto:christine.dorantes@omniapartners.com).

Sincerely,

DocuSigned by:  
  
JOE15BEEF1C425  
Robert Zingelmann  
Chief Financial Officer, Finance and Operations Services

**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 on the date signed by Customer (“**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 City of North Little Rock (herein “**Customer**”), with its principal office located at 300 Main Street, North Little Rock, Arkansas 72114. 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.

**WITNESSETH:**

WHEREAS, Corpay and Customer are Parties to a certain Co-operative Piggy-Back Agreement Fuel Card Services and Consigned Fuel Supply dated \_\_\_\_\_ (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](mailto:MarkRoberts@Corpay.com) and [AHafkey@Corpay.com](mailto: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 Customers 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.

Definition. As used herein, “**Confidential Information**” means all information disclosed by Provider to Customer or otherwise obtained by Customer from Provider, that is visibly designated as “confidential” or “proprietary.”

- 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, unless the information is requested under the Arkansas Freedom of Information Act, Ark. Code Ann. § 25-19-101, *et seq.* (the “Act”); 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. Upon receipt of a request for documents under the Act related to Provider, the Customer will notify the Provider of such request. The Provider will have 24 hours from the date of notice to take whatever legal action it deems necessary. Customer, thereafter, shall comply with the Act. Customer will only hold information that has been visibly designated as “Confidential” or “Proprietary.”

) (to the extent legally permitted) and reasonable assistance, at Corpay’s cost, if Corpay wishes to contest the

- #### 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: City of North Little Rock  
Kenny Brock, Dir. Vehicle Maintenance Dept  
Address: 1208 Sycamore\_  
City/State/Zip: North Little Rock, AK 72114  
Phone: (501) 340-5371  
Email: kbrock@nlr.ar.gov

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](mailto: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

CITY OF NORTH LITTLE ROCK

\_\_\_\_\_  
Signature

Name/Title: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name/Title: TERRY C. HARTWICK, MAYOR\_

\_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
DIANE WHITBEY, CITY CLERK

\_\_\_\_\_  
DATE

Reviewed and Approved as to Form:

City of North Little Rock, AR

*Amy Beckman Fields*  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Date

DRAFT

**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)
<input type="checkbox"/>	Cradlepoint E300 (Included with Firewall Services e300) <sup>Note 1</sup>	\$0.00
<input type="checkbox"/>	SPG-7522 Converter Box (Included with Firewall Services e300) <sup>Note 1</sup>	\$0.00
<input type="checkbox"/>	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)
<input type="checkbox"/>	Firewall Services e300 subscription fee (includes use of Cradlepoint, 3 yr.) <sup>Note 1</sup>	\$90.00

**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
<input type="checkbox"/>	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	Site Phone Number	Hardware	Monthly Services	Number of Card Readers	Total Price
NLR Sycamore	1205 Sycamore St.	North Little Rock, AR 72114		Cradlepoint E300; SPG-7522 Converter Box; Booster Antenna	\$90/Card Reader	2	\$180.00
NLR Parks	400 West Military Dr.	North Little Rock, AR 72118		Cradlepoint E300; SPG-7522 Converter Box; Booster Antenna	\$90/Card Reader	1	\$90.00

## 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

CITY OF NORTH LITTLE ROCK

\_\_\_\_\_  
Signature

Name/Title: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name/Title: Kenny Brock, Director, Veh. Maint.

\_\_\_\_\_  
Date: \_\_\_\_\_

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