



VeriFone Managed Services Program



Marketer Order Form

Special Offer *Sapphire Upgrade - Single Ruby Only
No installation Cost, \$350 Monthly Service Fee

Marketer Information

Marketer: _____ Contact: _____
Phone #: _____ Email: _____
2nd Contact: _____ Phone #: _____ Email: _____

Location Information

Location # (8digits) _____ Name _____
Address _____ City _____ St _____ Zip _____
Contact _____ Phone # _____ Email _____

Sapphire Upgrade Single Ruby Only plus shipping

Ruby Serial # _____ P/N number (found under keyboard 999-99-999) _____
Includes: MX850 series pin pad, thermal printer, CISCO router, Sapphire Suite Management, V950 Workstation (keyboard & mouse), On-Site Maintenance, Helpdesk and Software Maintenance.

Preferred VASC _____ Contact Name _____ Phone # _____

Additional Equipment and Fees:

___ *CPU 5 Upgrade \$1700 Per Ruby ___ Smart Fuel Controller Kit \$1300 (Gsite Conversion)
___ \$500 Equipment Retrieval Fee ___ \$450 Abort/Withdrawal fee

Notes:

Typical time frame for the VACS site survey is two weeks.
Typical time frame for the equipment install and order is 30 days.
The final determination of which service contractor will install and service this equipment lies with VeriFone.
*An existing VeriFone Ruby must have at least a CPU 5 in order to qualify for the Sapphire upgrade.
The monthly Service Fee covers 24X7 VeriFone Helpdesk, Software Maintenance, and On-Site Maintenance.

Email this form to: posverif@citgo.com or Fax to: 832-486-4476

Signature constitutes acceptance of all terms and conditions of CITGO Managed Service Agreement.

Marketer Signature _____ Date _____

Print Name: _____

CITGO Approval

Wholesale Region Manager _____ Date _____
Territory Sales Manager _____ Date _____

CITGO Managed Services Agreement

Marketer hereby enters into a service agreement with CITGO for the hardware equipment described on the Managed Services application together with the licensed software, Helpdesk and on site maintenance (collectively referred to as the "Managed Services Program") for a minimum period of twelve (12) months. Marketer agrees to pay to CITGO a monthly managed service fee and a one time cost for installation for the Ruby plus Sapphire upgrade or the Sapphire upgrade plus any applicable sales or use taxes described on the Managed Services application. If a Smart Fuel Controller is required (e.g., G-Site replacement), the price increases by \$1,299. If a CPU 5 is required for the Sapphire upgrades, the price increases by \$1,700 per Ruby. Marketer agrees to pay any additional fees due to withdrawal of an order, a cancellation of a site survey (24-hour notification required) and the pick-up of equipment described on the Managed Service application.

This Agreement shall terminate upon the occurrence of any of the following: termination of the Marketer Franchise Agreement between the Marketer and CITGO; the station at which the Integrated POS System is installed is no longer branded with CITGO; the removal of the Integrated POS System from the station at which it is installed; failure of Marketer to cure any default hereunder within thirty (30) days after receiving written notice of the default; or upon agreement of the parties. Should this Agreement terminate prior to the expiration of twelve (12) months, the Marketer shall pay to CITGO, in addition to any amounts that are then past due, the remainder of the Managed Services Agreement.

Marketer acknowledges that CITGO (or the CITGO lessor) owns the VeriFone POS System and that, upon termination of this Agreement, the Managed Service equipment shall be returned to CITGO. Marketer agrees not to remove the Managed Service equipment from the location described on the Managed Service Application form without the express written consent of CITGO. Marketer further acknowledges that the licensed software, including the software programs, database information and user materials (the "Licensed Software") are copyrighted material and contain confidential information and trade secrets. Marketer shall not copy, decode, reverse engineer, reprint, transcribe or reproduce in whole or part, the Licensed Software or disclose the Licensed Software to any third party. Marketer acknowledges that the licensor of the Licensed Software is entitled to all rights and benefits afforded under federal law in connection with the Licensed Software. Marketer agrees not to delete, override or alter the license or proprietary legend in the copyright notice on the Licensed Software.

After installation, if the Marketer wishes to add additional equipment to their upgrade, the Marketer agrees to pay any additional fees charged to CITGO by the vendor.

Marketer, at its sole expense, agrees to prepare the site prior to installation of the Managed Service equipment in accordance with CITGO specifications. CITGO, at its discretion, will either repair and/or replace malfunctioning equipment if such malfunction arises out of normal use. Marketer agrees that they will pay the cost of any repairs and/or replacement resulting from damage not covered by the original equipment warranty or maintenance agreement. Marketer agrees that replacement of the Managed Service equipment will be determined by and arranged by CITGO. It is acknowledged that this maintenance agreement does NOT cover damage or malfunction caused by abuse, misuse or tampering; spillage; acts of nature such as fire, water, wind or lightning; alteration, modification or adjustment of the equipment done by other-than-authorized contractors; installation, repair or maintenance (other than specified operator maintenance) of the equipment or related equipment, attachments, peripheral or optional features by other-than-authorized contractors; adverse environmental conditions, including, without limitation, excessive heat, moisture, corrosive elements, or dust or other airborne contaminants; radio frequency interference; electrical power failure; power variations (such as spikes and excessive noise) and line voltages beyond those specified for the equipment; unusual physical, electrical or electromagnetic stress; or any other condition outside of the equipment's environmental specifications.

Marketer hereby warrants that it has the right to and hereby does grant to CITGO the right to enter upon the location for the purpose of installing, repairing, maintaining or removing the Integrated POS System at any time during reasonable business hours. Marketer agrees to indemnify and hold CITGO harmless from any and all damages arising out of (i) a breach of this warranty or (ii) the installation, use, repair, maintenance, down time or removal of the Integrated POS System.

This Agreement may not be transferred or assigned by Marketer without prior written consent from CITGO. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflict of law rules of such state. This Agreement shall not be modified, altered, amended or revoked except in writing duly executed by the parties. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any right hereunder.

Marketer shall be responsible for all losses associated with early activation of a dispenser during on-line authorization of a credit card. Marketer will maintain the Managed Service equipment to minimize the occurrence of unreadable credit cards due to uncleanness.

Marketer will complete an end-of-day routine on the Managed Service equipment once each day to ensure timely settlement of payment card transactions. CITGO will credit Marketer for credit card sales transactions in accordance with the provisions herein and the applicable rules and regulations as stated in the *CITGO Petroleum Corporation Credit Card Guide and Regulations, Form 57-289 (04-09)*, as amended from time to time. Settlement for payment card sales transactions will be provided in the same manner as for those transactions completed on other in-store CITGO POS terminals with the same transaction fee or discount rate applicable. CITGO reserves all rights to charge back credit card sales transactions not in full compliance with the terms herein and the applicable rules and regulations as stated in the credit card guide (mentioned above).

Helpdesk and maintenance service will be provided to cover necessary repairs of the Managed Service equipment. All calls for service must be to the VeriFone Helpdesk at the toll-free number provided and the dispatch of field service personnel will be at the discretion of and the responsibility of that Helpdesk.