

New Jobber Dealer Operator Data

Revised 3 27 17

Effective Date: _____ **Trademark Use Ageement (TUA) Attached:** _____

Jobber Name: _____ **JD DBA:** _____

Previous Brand: _____ **JD Personal Name:** _____

Location Address: _____ **JD Corporation Name:** _____

City, State: _____ **Mailing Address:** _____

Zip + 4: _____ **City, State:** _____

City Limits: Yes: _____ No: _____ **Zip + 4** _____

Jobber Dealer Owned Yes: _____ No: _____ **County:** _____

Business Phone: _____ **FEIN or SS #** _____

Business FAX _____ **State of Incorporation:** _____

Email _____

Cell Phone: _____

Outgoing Dealer: Name: _____ Reason for Leaving: _____

Previous Two Quarter's Mystery Shop Overall Scores _____ → _____

SMARTLINK: Circle that apply Yes No **Existing Broadband or DSL Connection** Yes

CC Assignments to: Jobber _____

Type of CC POS: _____ eg. Sapphire, Passport, Commander, etc.

Need DTCO Clapton Device? _____ **Cybera Agreement Attached?** _____

Send Equipment to: Location: _____ Jobber Office: _____

Proposed Hours of Op. (Minimum Hours: 7A - 10P/ 7 days/week) **M-Sat** _____

C-store _____ **Fastfood Brand** _____ **Sun** _____

Gasoline Volume (gallons) per month: _____

Diesel Volume (gallons) per month: _____

Terminal Source: _____

Signage and Conversion:

Price Sign _____ Dimensions H X W _____

Canopy Graphics _____ Dimensions H X W _____ Fascia Height _____

Canopy Columns _____ Width and shape _____

Dispr. Type & Model # _____ Door Width & Height _____ **How many:** _____

Pump Toppers **How Many?** _____ **WW Buckets needed** _____ **Trash Rec.** _____

Contractor? _____ **Contact and Phone:** _____

TUA Signed and attached? _____

Jobber Signature: _____ **Date:** _____

MPC TM Signature _____ **Date:** _____

TRADEMARK USE AGREEMENT

Jobber ("we", "us" or "our"):

Dealer ("you" or "your")

"Branded Outlet":

Name: _____

Name: _____

Location Address: _____

Address: _____

Home Address: _____

City, State, Zip: _____

City, State, Zip _____

City, State, Zip _____

"Marks": The MARATHON® trademark and other trademarks, services marks, trade names, trade dress, brand names, grade designations, logos including, but not limited to, the STP® trademark and logos associated with the STP® trademark,, insignia, canopy striping and other color schemes and design schemes Marathon Petroleum Company LP ("MPC") uses in the advertising and marketing of petroleum products now and as developed, adopted or acquired in the future.

As our sublicensee of the Marks you agree, as a condition of use of the Marks, in advertising and selling Marathon branded petroleum and related products we supply to you:

- 1. You received, read and understood a copy of MPC's image and identification standards for the Marks, as published via MPC's web portal, and your use and the manner of display of the Marks at the Branded Outlet will comply with MPC's image and identification standards for the Marks in effect as of the date of this agreement and future image and identification standards established by MPC for the Marks. You are also required to comply with MPC's appearance and customer service objectives and expectations, which prohibit, among other things, the sale, use, storage, rent, display, or offering, at the Branded Outlet, of any item that, in MPC's sole judgment, is analogous to a scheduled or controlled substance, regardless of its labeling and regardless whether its sale, use or distribution is lawful; or is intended or designed for use in ingesting, inhaling, or otherwise consuming an illegal drug or for manufacturing or processing of an illegal drug. Prohibited items include, but are not limited to, substances known or marketed as "spice", "herbal incense", "K2", "bath salts" or the like, as well as pipes, tubes, roach clips, instructions or descriptive materials, or containers for concealing illegal drugs or drug paraphernalia.
2. If you are using the STP® mark and related logos, you received, read and understood the STP® Program Rules which are incorporated herein by reference, and your use and the manner of display of the STP® mark and associated logos shall comply with STP® Program Rules and any future STP® Program Rules notified to you.
3. All of your rights to display and use the Marks are derived from our agreement with MPC, and you acknowledge that MPC owns or controls all of the Marks that you will use. If our agreement with MPC to sublicense the Marks to you is terminated or not renewed, voluntarily or otherwise, your right to use the Marks at the Branded Outlet will terminate and you will comply with 7. below. You acknowledge that your right to use the STP® mark and related logos is contingent on MPC's continued license of such marks from The Armor All/STP Company ("AASTP") and on termination of such license by AASTP, your license to such marks will terminate and be of no force or effect.
4. Only MPC has the right to determine which Marks will be available for use at the Branded Outlet.
5. You will store only Marathon branded products purchased from us in Branded Outlet storage tanks and receptacles, and dispense only Marathon branded products purchased from us from Branded Outlet dispensers.
6. Any sign and associated sign canisters, chassis, poles and other equipment furnished by MPC for the Branded Outlet belong to MPC, and you will not remove or relocate any sign or sign equipment without MPC's permission. Before selling or leasing the Branded Outlet, you will inform the buyer of MPC's ownership of signs and sign equipment.
7. Both we and MPC have the right to revoke approval of use of the Marks, and in the case of the STP® marks, AASTP, if you do not comply with the above. If we, MPC, or AASTP do so, or if we terminate our agreement or relationship with you for the supply of Marathon branded petroleum and related products, you will (a) immediately stop using and displaying the Marks; (b) remove, obliterate or permanently paint over (in color(s) which will not be confused with MPC's colors), all items and materials at the Branded Outlet bearing any of the Marks; (c) remove and deliver to us all signs and related equipment furnished to you through us; and (d) turn over to us or MPC any payment card imprinters, OMNI equipment or other equipment belonging to MPC.
8. If you do not comply with the requirements of 7. above, we or MPC may take such action as may be reasonably necessary to terminate any infringement of the Marks and recover property that belongs to MPC including, but not limited to, the right to enter upon the Branded Outlet and take the actions described in 7. above. If we or MPC do so, you will pay any cost and expense we, MPC or both incur, including attorneys fees and other legal costs. You agree that damages are an inadequate remedy for a breach of this agreement or infringement of the Marks, and we and MPC may have equitable relief, in the form of preliminary and permanent injunction or otherwise, in order to enforce this agreement.

TRADEMARK USE AGREEMENT

- 9. MPC revocation of approval of the use of the Marks at the Branded Outlet, regardless of reason, does not constitute a waiver, abandonment, or modification of MPC's rights under any restrictive deed covenant associated with the Branded Outlet
- 10. MPC and AASTP are third party beneficiaries of this agreement.
- 11. You acknowledge that, with MPC's prior written consent, we may assign this agreement and all rights hereunder.

DO NOT SIGN BELOW UNLESS YOU HAVE READ, UNDERSTAND, AND INTEND TO BE BOUND BY THE ABOVE. THIS AGREEMENT IS EFFECTIVE WHEN SIGNED BY BOTH PARTIES.

_____	_____
(JOBBER'S NAME)	(DEALER'S SIGNATURE)
By: _____	_____
(OFFICER SIGNATURE)	(PRINT DEALER'S NAME)

(TITLE)	
Date Signed: _____	Date Signed: _____

[RETURN A COPY OF THIS AGREEMENT, FULLY EXECUTED BY BOTH PARTIES, TO MPC]



Cybera® Managed Firewall Services Form

The Jobber must complete this form in its entirety for each location. Please ensure all sections are completed, as well as signed and dated on Page 2. Check the appropriate box below for Enrollment, De-Enrollment or Location Change. Incomplete forms will not be accepted.

Managed Firewalls are shipped 5 to 7 business days after Cybera receives the order form.

Monthly Recurring Charge for Program: \$59.50

Select Form:

- ENROLLMENT DE-ENROLLMENT
- LOCATION CHANGE – SERIAL # (15 DIGITS) _____

Select Shipping:

- GROUND SHIPPING (2 TO 5 DAY DELIVERY) = \$12 **OR** EXPEDITE WITH OVERNIGHT SHIPPING = \$163

Step 1: Dealer Information	
Dealer Information:	
Dealer #:	DBA Name:
Street:	City, State, Zip:
Contact:	Phone:
Email:	

Step 2: Shipping Information	
Ship To Information:	
Ship To: Address Line 1	Ship To: Address Line 2
Ship To: City and State	Ship To: Zip

Step 3: Jobber Information	
Jobber Information:	
Jobber #:	Name:
Legacy Customer #	
Street:	City, State, Zip:
Contact:	Phone:
Email:	

Step 4: POS Information		
POS Vendor; POS Type; POS Version		
POS Vendor:	POS Type:	POS Version

Customer hereby submits this Order to enroll Eligible Customer Location(s) in the Program to purchase Services from Cybera, Inc. ("Cybera"). Marathon reserves all rights to reject any ineligible Customer Location Orders, for enrollment in the Program.

If this is the first Order submitted by Customer, Customer shall sign and submit the attached End User Agreement. If this is not Customer's first submitted Order, Customer need not re-sign or submit the End User Agreement.

The End User Agreement shall be incorporated by reference herein and apply to this Order as well as all future Program Orders by Customer hereunder. Capitalized terms used but not defined in this Order shall have the meaning ascribed to such terms in the End User Agreement.

If Customer Location(s) are approved for enrollment in the Program, Customer understands that the Program Services will remain in effect unless Customer submits an Order to Marathon and chooses the "de-enrollment" option shown above. Once an Order for de-enrollment is received by Cybera through Marathon, Cybera will send a verification of termination to Customer. If Customer De-Enrolls a site prior to the expiration of the then current Term, Customer agrees to pay to Marathon any early termination fee charged in connection with such De-Enrollment, as set forth in the End User Agreement.

Customer acknowledges that Marathon is merely acting as a facilitator for Customer's purchase of Services from Cybera under the Program. Customer understands and agrees Program is offered and managed by Cybera and Cybera is solely responsible for execution of the Services.

Accepted and Agreed to by:

Customer Name (Jobber): _____

By: _____ Date: _____
Signature

Order must be signed and submitted by a valid Customer (Jobber)
Submit all completed and signed orders to your Marathon Territory Manager.