

NOTICE OF SPECIAL MEETING
OF THE
CHICKASHA MUNICIPAL AUTHORITY, AND THE CHICKASHA MUNICIPAL
AIRPORT AUTHORITY

In compliance with Title 24, Oklahoma Statutes, Section 301-314, the Oklahoma Open Meeting Act, including the posting of notice and agenda, be advised that the Chickasha Municipal Authority, and Chickasha Municipal Airport Authority of the City of Chickasha, Oklahoma, will conduct a **SPECIAL MEETING ON THURSDAY, APRIL 22, 2021 AT 6:30 P. M.** Said meeting will be held in the Council Chambers, City Hall, 117 North 4th Street, Chickasha, Oklahoma.

The City of Chickasha encourages participation from all its citizens. If participation is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

Agenda items are attached.

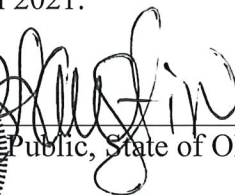
I, Susan M. McDaniel, City Clerk, posted this Agenda on the official City of Chickasha bulletin board in the Municipal Building, 117 N. 4th Street, Chickasha, OK 73018, which is accessible to the public twenty-four hours each day at 11:00 a.m. on Tuesday, April 20, 2021.


Susan M. McDaniel, City Clerk

Sworn to and subscribed before me on this 20th day of April 2021.

My Commission Expires: 10-7-2022





Notary Public, State of Oklahoma # 14008529

CHICKASHA MUNICIPAL AIRPORT AUTHORITY

AGENDA

LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING
6:30 PM

DATE OF MEETING
APRIL 22, 2021

1. **Call to Order / Roll Call.**

2. **Consent Docket:**

3. **Discussion/Approval of Items Removed from Consent Docket:**

4. **Consideration and Discussion Items:**
 - a. Discussion, consideration and possible action authorizing Staff to participate in ASAP Energy/Phillips 66 branding service for the purchase of aviation fuel for FY 2022.
 - b. Discussion, consideration and possible action authorizing staff to enter into an agreement with QTPod to provide a self service fuel terminal at the Chickasha Municipal Airport.

5. **Motion for Adjournment.**



City of
CHICKASHA

Meeting Type: Special CMAA Meeting 4-22-2021

Meeting Date: 4/22/2021

Department: Administration

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration and possible action authorizing Staff to participate in ASAP Energy/Phillips 66 branding service for the purchase of aviation fuel for FY 2022.

I. BACKGROUND/DESCRIPTION:

The Chickasha Municipal Airport has been a branded operation since we took over fuel sales in 2001.

Benefits of being associated with a particular distributor include training, safety inspections and assistance with marketing of our airport at no additional cost to the Authority. We also have additional protection as to liability in the event of a fuel related engine failure caused by fuel purchased at our facility.

Because we are branded we are restricted from purchasing fuel from any source other than the branded distributor.

Our current fuel provider is Epic Aviation. The contract we have in place with them was originally signed into effect in July of 2017 with a auto renewal each year. We are required to provide Epic with a 90 day written notice of intent to not renew the contract. We will need to provide that written notice by April 26, 2021.

II. RECOMMENDED ACTION:

Authorize Staff to participate in ASAP Energy/Phillips 66 branding service for the purchase of aviation fuel for FY 2022 and authorize the interim City Manager to execute the necessary documents.

III. FISCAL INFORMATION - 39-539-5202-002.1

This is a budgeted item.

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: April 22, 2021	(From)		

V. ATTACHMENTS:

1. ASAP Aviation Dealer Agreement Chickasha Oklahoma (003)
2. EXHIBIT A Chickasha Oklahoma
3. Exhibit B Chickasha Oklahoma



ASAP Energy Inc.
BRANDED AVIATION DEALER AGREEMENT



ASAP Energy Inc.
AVIATION DEALER AGREEMENT

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ASAP Energy Inc.

AVIATION DEALER AGREEMENT

This Branded Aviation Dealer Agreement ("Agreement") is dated and entered into this date of **August 1, 2021** (hereinafter called the "Effective Date"), by and between ASAP Energy Inc. (hereinafter referred to as "ASAP") and, **City of Chickasha (Chickasha municipal Airport)** whose principal place of business is at **117 N 4th Street, Chickasha, Oklahoma 73018** (hereinafter referred to as "Dealer").

RECITALS

WHEREAS, ASAP is a marketer of aviation fuels and Dealer desires to purchase from ASAP a supply of such fuels for resale; and

WHEREAS, ASAP is engaged in the business of marketing the sale of aviation fuels under certain Phillips 66® trademarks, service marks, logotypes, trade names, emblems and other commercial symbols ("Phillips 66 Brand"); and

WHEREAS, ASAP is agreeable to sell to Dealer aviation fuels for resale under the Phillips 66 Brand ("Branded Products") subject to (1) applicable law and regulation, (2) availability of such fuels and (3) the terms and provisions hereof.

NOW THEREFORE, in consideration of the mutual benefits to be derived by ASAP and Dealer from the execution of this Agreement, the parties hereto agree that the above recitals are a part of this Agreement and further agree as follows:

1. SALE AND PURCHASE

- A) Subject to other pertinent provisions of this Agreement, ASAP shall sell, and Dealer shall purchase, for each Agreement Year of this Agreement, Dealer's entire requirements of the Branded Products to be sold at the Dealer Location(s) identified on Exhibit A of this Agreement, which is attached hereto and made a part hereof.
- B) Notwithstanding any provision to the contrary in this Agreement, Dealer agrees to purchase all of its Jet A and Aviation gasoline gallons from ASAP.
- C) ASAP will monitor Dealer's Jet A and Aviation gasoline inventories and will dispatch and cause to be delivered these products to Dealer.
- D) Except as otherwise permitted by law, no ASAP Motor Fuel shall be sold for aviation use; as of the date of this Agreement, ASAP does not sell a Motor Fuel approved for aviation use. Any Motor Fuel located at a FBO Location(s) shall not be in the trade dress associated with the Phillips 66 Brand, and shall be clearly marked that the Motor Fuel is not a branded ASAP product. "Motor Fuel" means gasoline and diesel fuel of a type distributed for use as a fuel in self-propelled vehicles designed primarily for use on public streets, roads, and highways. "FBO" or "FBO Location(s)" means any person or entity to which Dealer sells Branded Products for further sale on airport premises.
- E) Except as otherwise permitted by law, no aviation gasoline purchased under this Agreement shall be used or resold for non-aviation use.

2. DURATION

Subject to the termination provisions hereinafter set forth, the primary term of this Agreement shall be one (1) year commencing on the Effective Date hereof, August 1, 2021 and ending on



July 31, 2022 ("Term"). Upon the expiration of the Term or an Extended Term, this Agreement shall automatically renew for successive one (1) year periods ("Renewal Term") unless either party gives written notice to the other party of its intent to terminate at the then current Term or Extended Term. Such written notice shall be delivered at least ninety (90) days prior the then end of the then current Term or Extended Term. Likewise, if Dealer has multiple FBO Location(s) and Dealer intends to debrand one or more such FBO Location(s) at the end of the then current Term or Extended Term, Dealer shall give ASAP Energy at least ninety (90) days written notice prior to the end of the then current Term or Extended Term. For the purposes of this Agreement, the definition of Extended Term or Renewal Term shall have the same meaning as Term throughout this Agreement.

3. DELIVERIES AND SHIPMENTS

- A) ASAP shall supply Branded Products to Dealer in no less than transport truck lots at or from a supply point or supply points designated by ASAP ("Specified Terminal(s)"). ASAP shall have the right at any time to change Dealer's Specified Terminal(s) or to limit or otherwise control the volume of Dealer's Exhibit A volume which ASAP will make available at any Specified Terminal(s). Deliveries shall be made during the normal operating hours for each such supply point. Delivery shall be on a point of destination basis unless the parties agree in writing on delivery on a point of origin basis. If Dealer requests delivery of less than transport truck lots at or from Specified Terminal(s), additional delivery charges may be imposed by ASAP.
- B) As between the parties, with respect to point of destination delivery, title to and risk of loss of Branded Products sold and delivered by ASAP to Dealer shall pass to Dealer at the point the Branded Products pass into Dealer's storage tank at FBO Location(s). For point of destination delivery, ASAP may, at its option, pay the freight charges initially, which shall then be charged to Dealer.
- C) All shipments shall be invoiced as of the date the Branded Products enter the designated carrier. All volumes hereunder which are loaded into transport trucks, regardless of the delivery Location (s), shall be determined by meter at the point of loading. Unless otherwise required by state law where the Branded Products are delivered, invoices will be rendered on a Net basis, *i.e.* the volumetric measurement in US gallons of a product as actually loaded and measured at the supply source, corrected in volume for temperature to a 60°F basis or such other temperature or temperature compensated basis as may be established under applicable law, in accordance with applicable ASTM-IP Petroleum Measurement Tables ("Net").

4. ALLOCATION (S)

If ASAP experiences a reduction or unavailability of any grade or type of Branded Products for any reason, including but not limited to, causes beyond ASAP's control, ASAP may, but is not obliged to, designate a temporary alternate source of supply. ASAP also may reduce the quantity to be delivered to Dealer to the extent necessary for ASAP to allocate equitably its available Branded Products to ASAP's branded customers (including Dealer) and to Location (s)s owned by ASAP, directly or indirectly affected by such reduction or unavailability. If this Section is invoked, this Agreement shall not be extended, but quantities specified herein shall be adjusted accordingly. No notice is necessary to invoke this Section.

5. TRADEMARKS AND BRANDS

- A) As long as this Agreement shall remain in effect, and subject to the provisions of this Agreement, ASAP hereby grants Dealer a non-exclusive right to use and display the Phillips 66 Brand in conjunction with the advertising, distribution or sale of Branded Products or other products selected by ASAP for sale under the Phillips 66 Brand at the FBO Location(s) as set forth in **Exhibit A**, in accordance with (i) Phillips 66 Brand and Image Standards and requirements for the Phillips 66 Brand, as set forth in Section 12 below, as amended from time to time, (ii) Quality



Assurance Obligations, as set forth in Section 13 below, as amended from time to time, and (iii) Phillips 66 Programs, as set forth in Section 6 below. Dealer shall prominently display such Phillips 66 Brand. Dealer acknowledges and recognizes ASAP's interest in all Phillips 66 brands and the exclusive right of Phillips 66 to control the use of all Phillips 66 brands. Dealer shall be responsible for its FBO Location(s)' compliance with the use of the Phillips 66 Brand in accordance with this Section 5.

- B) Dealer acknowledges Phillips 66 ownership of and/or rights to use and grant licenses for the use of the current and future Phillips 66 Brands and all related practices, procedures, methods, devices and techniques, and Dealer shall not at any time, or in any manner, contest the validity of Phillips 66 ownership of or rights to the same, whether now existing or hereafter obtained. Dealer further acknowledges that all goodwill relating to the Phillips 66 Brand shall inure to the benefit of Phillips 66.
- C) Except as set forth in Section 5A above, Dealer shall not use, or allow the use of, any signs containing the Phillips 66 Brand at its FBO Location(s) without the written consent of ASAP. ASAP shall also have the right to revoke its approval to use the Phillips 66 Brand at certain or all FBO Location(s), without terminating the general permission to use the Phillips 66 Brand in conjunction with the advertising, distribution or sale of Branded Products, set forth in Section 5A above, at any time and for any reason, including but not limited to, Dealer's (i) failure to conform to the Phillips 66 Brand use requirements in this Section 5; (ii) failure to conform to Phillips 66 then-current Brand and Image Standards and requirements set forth in Section 12 below; (iii) failure to conform to the Quality Assurance Obligations in Section 13 below; or (iv) engaging in any action or activity that brings the Phillips 66 Brand into disrepute. In the event of such revocation, which is also referred to as "debranding", Dealer shall, at its own cost and expense, cease using or displaying the Phillips 66 Brand at such FBO Location(s).
- D) Dealer shall maintain, at Dealer's expense, all signs and poles displaying the Phillips 66 Brand at the FBO Location(s) in good condition and repair. Dealer further agrees to keep clean all such signs and promptly replace, at Dealer's expense, all burned out or defective lamps illuminating said signs. ASAP reserves the right, but shall not assume the obligation, at any and all times during FBO Location(s)' business hours to enter upon the FBO Location(s)' premises to inspect any or all of the Phillips 66 Brand to:
 - i. Determine if the obligations of Dealer are being fulfilled hereunder with regard to the display of the Phillips 66 Brand, and
 - ii. Maintain and/or repair any or all of the displayed Phillips 66 Brand, at Dealer's expense, in the event Dealer fails to maintain as required.
- E) Dealer acknowledges and agrees that it or its FBO Location(s) own all right and title to all signs bearing the Phillips 66 Brand and related poles.
- F) Under the Phillips 66 Brand, Dealer shall only offer for sale or sell Branded Products at its FBO Location(s). Dealer shall use the Phillips 66 Brand only in a form and manner approved by ASAP, and shall not sell any unbranded or other branded products, whether purchased from ASAP or not, under any brand, trademark, service mark, or trade name which is confusingly similar to the Phillips 66 Brand, or under any circumstances likely to cause confusion, mistake, or deception as to the origin, source, or sponsorship of the products.
- G) Dealer shall not use ASAP's name and/or the Phillips 66 Brand in any email address, domain name, website name and/or URL address nor authorize or permit others to use ASAP's name, any ASAP brand, including but not limited to, the Phillips 66 Brand, in any such name and/or address.
- H) At no time during the Term hereof shall Dealer advertise or use in advertising or any other form of promotion, the Phillips 66 Brand except as may be approved by ASAP, such approval not to be unreasonably withheld. Furthermore, if Dealer is granted the right to use the Phillips 66 Brand in conjunction with websites, advertising, business forms, structures, vehicles and other Dealer



property directly related to the advertising, distribution and/or sale of Branded Products under this Agreement, Dealer must properly identify itself as a "Branded Aviation Dealer" adjacent to the Phillips 66 Brand. At no time during the Term hereof and at no time from and after the expiration or termination of the Term hereof shall Dealer advertise or otherwise utilize, either at FBO Location(s) or elsewhere, any marks, trade dress, logotypes, or names confusingly similar to any ASAP brands, including but not limited to, the Phillips 66 Brand.

- I) Dealer shall not allow at any of its FBO Location(s) any activities or merchandise which are illegal or morally offensive or which otherwise bring the Phillips 66 Brand into disrepute.
- J) ASAP reserves the right at any time to change its product line and specifications, trade dress, trade names, and trademarks or to change or withdraw any services offered in connection with any Branded Products such as, but not limited to, credit card acceptance. In the event of such change, ASAP shall be relieved of all obligation to sell such discontinued Branded Products or to offer such discontinued Branded Products, trade dress, the right to use the trade name, trademark or services to Dealer; and if ASAP shall market any other brand or product in lieu of the discontinued items, this Agreement shall embrace such new brands or products. ASAP shall not be liable to Dealer by reason of any such changes. In the event that ASAP, for any reason whatsoever, changes product lines and specifications, trade dress, trade names, and trademarks, etc., notice of such change shall be communicated to Dealer in writing and Dealer shall have the option to terminate the agreement for a period of ninety days from the receipt of such notice. Notice of the exercise of this option must be communicated in writing and shall not be effective until all current outstanding financial obligations owed to ASAP have been paid in full. No liquidated damages shall be incurred for termination under this provision.
- K) Upon the termination of this Agreement, Dealer shall immediately cease using the Phillips 66 Brand and any related trade dress in any manner, and remove from the premises and surrender to ASAP, at Dealer's risk and expense, any and all Phillips 66 Brand identification, including credit card imprinter plates. Further rules and conditions for the removal of the Phillips 66 Brand and related trade dress may be prescribed by Phillips 66 Brand and Image Standards and requirements for the Phillips 66 Brand, as set forth on the Phillips 66 Marketing website or otherwise communicated to Dealer. If Dealer fails to remove such Phillips 66 Brand identification from any FBO Location(s) as described in this Section 5K, ASAP may enter and remove such Phillips 66 Brand identification at the expense of Dealer. ASAP shall invoice Dealer for such actual expenses, including any reasonable attorneys' fees and costs, and Dealer shall pay ASAP in accordance with the payment method set forth in Section 8A below.

6. PROGRAMS

ASAP may provide to Dealer and, if so provided, Dealer shall comply with the provisions of programs established for the Phillips 66 Brand, which may be set forth on the Phillips 66 Marketing website and/or in hard copy, and which Phillips 66 shall have the right to revise from time to time. Programs could include equipment programs, financial aid programs, promissory notes or amortization agreements and will be attached as **Exhibit B**.

7. PRICE AND PAYMENT TERMS

Dealer shall pay ASAP for Branded Products delivered hereunder at ASAP's established price to aviation dealers for the particular Branded Products plus freight and applicable taxes.



- A) Normal payment terms apply for so long as Dealer is approved by ASAP for a line of credit. Normal payment terms hereunder shall be ASAP's established payment terms for Branded Products sold to branded ASAP aviation dealers, as established from time to time. As set forth in Section 9 below, assigned credit card invoices shall be automatically applied to Dealer's outstanding account balance, when due, for Branded Products purchases and other amounts owing to ASAP. All payments and other fees or charges due from Dealer shall be made through and in accordance with ASAP's preauthorized payment system, currently electronic funds transfer ("EFT") or in a manner otherwise designated by ASAP. If ASAP does not extend credit to Dealer, Dealer shall pay, at ASAP's option, cash in advance or cash at time of delivery for all Branded Products purchased hereunder.
- B) Normal payment terms do not apply to purchases that cause Dealer to exceed its approved credit limit which may be adjusted or canceled by ASAP from time to time in ASAP's sole discretion. Notwithstanding payment terms printed on any invoice, if Dealer's outstanding payment obligations exceed the credit limit, payment terms for the over limit amount shall be immediate payment in advance of due dates, unless ASAP approves a temporary higher credit limit. The payment shall be made by wire transfer in an amount sufficient to bring such payment obligations within the credit limit.
- C) No payment made to ASAP by check, EFT, or by any other instrument shall contain a restrictive endorsement of any kind, and any such restrictive endorsement shall have no legal effect even if the instrument restrictively endorsed is processed for payment and ASAP retains the proceeds.
- D) ASAP may assess a delinquency charge on all overdue sums owing to ASAP. Such delinquency charge shall be one and one-half percent (1½%) per month or the highest amount allowed by applicable law, whichever is less, from the due date of each invoice to the date of payment.
- E) ASAP may assess an administrative fee for accounts that require additional payment administration, such as but not limited to accounts that do not qualify for normal EFT terms in an amount not to exceed \$250 per transaction.
- F) If ASAP refers Dealer's account for collection, Dealer agrees to pay all collection costs permitted by applicable law, plus all attorneys' fees and court costs, and allowable interest necessary to secure collection, in addition to the outstanding balance. If this Agreement is terminated for nonpayment or for failure to pay timely all sums due ASAP, then ASAP shall have no continuing liability for any undelivered Branded Products hereunder.
- G) In the case of a disputed invoice, ASAP shall not be liable to Dealer for Branded Products not delivered hereunder unless Dealer notifies ASAP of Dealer's claim immediately, but no later than ninety (90) days after the date of the disputed invoice. If Dealer disputes any invoice, in whole or in part, Dealer shall pay the undisputed portion of the invoice and shall give ASAP prompt notice of the dispute. ASAP and Dealer shall endeavor to settle and adjust any disputed amount promptly. If required by applicable law or if ASAP so elects, the parties shall cause a new invoice for the undisputed portion to be issued and/or issue credit notes to allow for payment of the undisputed portion of the invoice while the dispute over the remaining part is resolved.

8. CREDIT CARDS, OTHER PAYMENT METHODS, EPOS AND NETWORK ACCESS

- A) Certain terms used in this Section 9 are defined below:

"Card Transaction(s)" means the occurrence of a Payment Method involving ASAP Accepted Cards.

"Cardholder Information" means all personally identifiable data about the cardholder and relationship to the merchant banks or card associations. Cardholder Information includes, but is not limited to, account number, expiration date, and name.



"Communication Methods" means dial, satellite and/or high-speed communication methods (including without limitation broadband methodologies approved by ASAP) for the purpose of processing Card Transactions.

"ASAP Accepted Cards" means those "Accepted Cards" described in the Credit Card Guide (defined in Section 9B below).

"EPOS" means electronic point of sale including all ancillary devices such as PIN pads and card readers that are required to process a Card Transaction.

"Network Communication Fees" means fees associated with Communication Methods used for the processing of Card Transactions.

"NSP" means network service provider with respect to electronic processing of Card Transactions.

"Payment Methods" means any method by which an electronic payment is authorized and processed through the EPOS. By way of example only, Payment Methods may include, but are not limited to, magnetic stripe, radio frequency identification devices, mobile phones, contactless, biometric methods and chip and PIN.

"PCI" (Payment Card Industry) is a formal organization consisting primarily of Visa, MasterCard, American Express, and Discover who have created a global standard for the protection of Cardholder Information.

"Processing Fees" means fees associated with the processing of Card Transactions and off-line Card Transactions.

- B) Dealer shall and shall cause its FBO Location(s) to, accept and honor for payment Phillips 66 Accepted Cards at FBO Location(s), as outlined in the then-current Credit Card Guide found on the Phillips 66 Marketing website, and subject to the terms thereof. The then-current Credit Card Guide is incorporated herein by this reference and may be revised from time to time or discontinued in Phillips 66's sole discretion, and may be supplemented with Phillips 66's Marketing website communications and other forms of notification to Dealer (all referred to collectively as the "Credit Card Guide"). Dealer shall and shall cause its FBO Location(s) to, accept for payment all Phillips 66 Accepted Cards through Phillips 66 approved Payment Methods at its FBO Location(s). It is the responsibility of Dealer to provide its FBO Location(s) with the Credit Card Guide and all amendments thereto for use at its FBO Location(s).
- C) ASAP shall accept assignment of Phillips 66 Accepted Card invoices from all Phillips 66 Accepted Cards, subject to the terms and conditions in the Credit Card Guide. Dealer shall refuse to honor Phillips 66 Accepted Cards which display the Phillips 66 Brand for purchases made at Location(s) other than its FBO Location(s) listed on Exhibit A. Furthermore, Dealer shall not assign any Phillips 66 Accepted Card invoices to ASAP for sales or purchases made at Location(s) not listed on Exhibit A. Dealer shall accept and promptly reimburse ASAP for invoices refused by ASAP in accordance with the provisions of the Credit Card Guide. Except as otherwise stated in this Section 9C, assigned Phillips 66 Accepted Card invoices shall be automatically applied to Dealer's outstanding account balance, when due, for Branded Products purchases and any other amounts owing to ASAP.
- D) Dealer shall, at its own expense, ensure that each FBO Location(s) has and uses Phillips 66 approved EPOS equipment for Card Transactions in accordance with the provisions of this Section 9. Dealer shall at its own expense further ensure that each FBO Location(s) has and uses Phillips 66 approved version of software for Card Transactions with approved EPOS equipment in accordance with the provisions of this Section 9. Such approved EPOS equipment and software versions are listed on the Phillips 66 Marketing website, and such list may be revised from time to time in Phillips 66's sole discretion. Dealer agrees to, and shall ensure its FBO Location(s), enable Phillips 66 approved necessary functionality on approved EPOS to meet requirements set forth under this Agreement, the Credit Card Guide, Programs set forth under



Section 6 above, or any other requirements set forth in writing by ASAP. Dealer shall be responsible to maintain and repair at its sole expense all EPOS equipment and software used at its FBO Location(s) except to the extent provided for under an EPOS maintenance agreement with Phillips 66 or its approved third party.

ASAP HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND LIABILITIES WITH RESPECT TO THE EPOS EQUIPMENT OR SOFTWARE REFERENCED IN THIS SECTION 9, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

- E) FBO Location(s) shall receive access to NSP(s) designated by Phillips 66 for electronic transactions for consumer purchases made with Payment Methods using Phillips 66 Accepted Cards. Processing requirements through the designated NSP are set forth in this Section. Dealer agrees to process, and to ensure that all of its FBO Location(s) process, all consumer purchases of Branded Products that use Phillips 66 Accepted Cards through the NSP designated by Phillips 66. For all other consumer purchases except Branded Products, each FBO Location(s) must process, at a minimum, any Phillips 66 Accepted Card which displays any Phillips 66 brand, including but not limited to, Phillips 66, currently and in the future, in addition to any other cards as outlined in the then-current Credit Card Guide through the NSP designated by Phillips 66. Dealer agrees to install and maintain access to the designated NSP and pay Network Communication Fees related to such access and pay Processing Fees associated with the processing of Card Transactions.
- F) Access to Phillips 66's approved network for processing Card Transactions can be obtained through Communication Methods approved by Phillips 66, which Phillips 66 may change from time to time at its discretion. Dealer agrees to the Communication Methods terms and conditions and associated fees ("Communication Method Terms and Conditions") as defined on the Phillips 66 Marketing website. Any future Communication Methods approved by Phillips 66, which may or may not include broadband methods, shall also be set forth on the Phillips 66 Marketing website. ASAP reserves the right to require Dealer to purchase or lease equipment necessary for and associated with such future Communication Methods, at Dealer's expense.
- G) Dealer shall pay the fees and charges associated with Card Transactions at all FBO Location(s), as set forth on the Phillips 66 Marketing website. Dealer acknowledges that ASAP may deduct all Processing Fees and Network Communication Fees due ASAP from Dealer's assigned ASAP Accepted Card invoices. Subject to applicable law, ASAP may change any or all of its fees, charges or both as outlined in this Section 9G at any time upon not less than ten (10) days' written notice to Dealer.
- H) (i) Standards for Protection of Cardholder Information. Except as otherwise specified, Dealer shall and shall ensure that its FBO Location(s) shall, for each FBO Location(s) with regard to Cardholder Information comply with the then-current: (a) Payment Card Industry Data Security Standard ("PCI Standard"), (b) federal, state, and local laws and regulations, and (c) merchant banks and card associations regulations. Dealer acknowledges and agrees to be responsible for its and its FBO Location(s) (including any or all of their respective employees, agents, representatives, service providers, contractors, and processors) failure to comply with this Section 9H.
 - (ii) Data Security Operating Policy. Dealer agrees to abide by all terms and conditions set forth in the Phillips 66 Data Security Operating Policy ("DSOP"), which may be amended from time to time, and which is fully set forth on the Phillips 66 Marketing website.
 - (iii) Notification Requirements. Notwithstanding any provision or agreement to the contrary between Dealer and ASAP, Dealer agrees to notify ASAP immediately, and confirm in writing as soon as possible thereafter, if Dealer has reason to believe that Cardholder Information has been accessed or used without authorization or not in compliance with this Agreement. Dealer agrees that ASAP or its designee may perform an audit of the incident at Dealer's expense. Dealer shall provide (and obtain any waivers necessary to provide) to ASAP and auditors of ASAP's choosing, on request, full cooperation and access to all environments which may store, process or transmit



Cardholder Information. The auditors will be allowed to conduct a thorough audit of such environments. Dealer shall fully cooperate with ASAP's efforts to mitigate and rectify any issues arising from the incident, including consulting with ASAP about Dealer's communications to cardholders affected by the incident and providing (and obtaining any waivers necessary to provide) ASAP all relevant information to verify Dealer's ability to prevent future incidents in a manner consistent with this Agreement. ASAP reserves the right to suspend processing of Card Transactions for Dealer and its FBO Location(s) if Dealer is found to be non-compliant with any requirements in this Section 9.

(iv) No Representation by ASAP. Dealer's compliance with the PCI Standard and the DSOP shall not in any way relieve Dealer's indemnity obligations to ASAP under this Agreement, nor relieve or decrease Dealer's liability in any way. Dealer is responsible, at its sole expense, for providing any additional data security measures that it deems necessary to protect its particular data and interests. ASAP does not in any way represent or warrant that the measures contained in the PCI Standard or the DSOP are sufficient or adequate to protect Dealer's particular data and interests. ASAP HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND LIABILITIES WITH RESPECT TO THE DSOP, THE PCI STANDARD, AND THE DESIGNATION AND PERFORMANCE OF THIRD-PARTY SERVICE PROVIDERS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

I) Dealer agrees to indemnify, release, defend and hold harmless ASAP, and its affiliates, and its and their officers, directors, employees, agents, and representatives (collectively "ASAP Group"), from any and all claims, demands, suits, actions or other loss or liability, including all reasonable attorneys' fees and legal expenses, fines, and penalties:

i) arising from or relating to any Card Transaction at its FBO Location(s), and

ii) arising out of or related to any claim, or cause of action at law, in equity or by contract, or any administrative or judicial action, or pursuant to any past, current or future agreement with and/or imposed by any card association or financial institution, and

iii) concerning or related to any loss or compromise of any data (including but not limited to Cardholder Information), any incident caused solely or in part by any third persons, or from Dealer's performance or failure to perform under this Section 9 whether or not Dealer was negligent or otherwise at fault

(i, ii, and iii in this Section 9I) are collectively referred to hereafter as, "Credit Card Liabilities"; and

iv) such Credit Card Liabilities are directly attributed to Dealer or its FBO Location(s) or a FBO Location as the location where the compromise has or is believed to have occurred.

This indemnification shall not apply to the percentage of such Credit Card Liabilities directly caused by ASAP Group's negligence or willful misconduct.

Any assessment of chargebacks, fees, fines or penalties by a card association or financial institution shall be considered Credit Card Liabilities which are covered by this indemnification.

The ASAP Group for the purposes of this Section 9 shall not include third party service providers, EPOS vendors, NSP vendors, communication vendors or any other third parties associated with the provision of any of the equipment or services described in this Section 9.

Notwithstanding any provision to the contrary, the indemnification in Section 17 shall not apply to Credit Card Liabilities.

Dealer's obligations in Section 9I above shall survive any termination or nonrenewal of this Agreement.

9. FINANCIAL RESPONSIBILITY



- A) If requested by ASAP, Dealer is required to submit business financial statements to ASAP on an annual basis along with quarterly financial statements. Such business financial statements shall include balance sheets, income statements and cash flow in addition to applicable notes and schedules, and other information necessary for ASAP to render a decision on a line of credit, and/or to furnish reasonable collateral, letters of credit, guarantees, and/or other security to support a line of credit in accordance with ASAP's secured credit policy in effect from time to time. In the event ASAP requests, and Dealer agrees to provide, a security interest, Dealer agrees to sign such financing statements, renewals, and other documents, as ASAP may request, in order to perfect ASAP's security interest or as necessary to provide public record of this security interest. Additionally, when requested by ASAP, Dealer agrees to provide periodic business and/or personal financial statements, including balance sheets, income statements, and cash flow, in addition to applicable notes and schedules, and other information necessary for ASAP to render such decision. Provided, however, neither execution of this Agreement nor anything contained herein shall give Dealer the right to receive credit, or constitute approval of a line of credit for Dealer, unless it is expressly granted by ASAP. Similarly, nothing herein shall give Dealer the right to exceed any credit limit established for Dealer by ASAP. Dealer's failure to provide such financial information and/or collateral satisfactory to ASAP may result in ASAP's denial of credit or restriction of credit to Dealer. Furthermore, if in ASAP's sole judgment, Dealer's ability to pay/creditworthiness is unsatisfactory or deteriorates, or if Dealer fails to fulfill the payment terms, ASAP may without prejudice to any other lawful remedy, defer shipment until payment is made, deny credit and demand cash payment in advance or at time of delivery, or immediately terminate this Agreement pursuant to Section 26A of this Agreement.
- B) If Dealer fails to make a timely payment of any amount due, in accordance with the terms hereof, then ASAP shall, in addition to any other rights or remedies available to it, have the right, but not the obligation, to recoup or set off against any amount then or thereafter due to Dealer, including, but not limited to, any amounts due Dealer for the assignment to ASAP of credit card invoices pursuant to Section 9 of this Agreement, and any amounts due Dealer under any ASAP programs in which Dealer participates up to the total amount outstanding.

10. TAXES

In addition to applicable prices hereunder, Dealer shall pay to ASAP, and shall be solely responsible for, any applicable federal, state and local taxes, license fees, inspection fees, environmental fees, airport fees or other charges imposed by any governmental or regulatory authority or agency on, or measured by, gross receipts from any Branded Products sold hereunder, or levied on the production, manufacture, transportation, sale, delivery, volumes sold or delivered, or other handling of Branded Products under this Agreement. Failure of ASAP to add any such tax, fee, or charge to the invoice shall not relieve Dealer from any applicable liability otherwise due and payable. Dealer shall reimburse ASAP for any interest and/or penalty assessed by any governmental or regulatory authority or agency when the penalty and/or interest is assessed as the result of false, incorrect or delinquent certification(s) made to ASAP by Dealer. If Dealer is entitled to an exemption from any applicable taxes, which the applicable taxing authority requires to be collected by ASAP, then, in order to permit ASAP not to collect those taxes, Dealer shall obtain and provide to ASAP current and valid exemption certificates and other required documentation relating to those taxes prior to the time of sale.

11. BRAND AND IMAGE STANDARDS

- A) Consistent with the principles herein set forth, including but not limited to Section 22 of this Agreement, Dealer shall, and shall ensure that its FBO Location(s), conduct its independent business operations in compliance with the minimum standards set forth below (hereinafter called "Brand and Image Standards"), which will promote the continuing good reputation of the Phillips 66 Brand and dealers authorized to display the Phillips 66 Brand. Furthermore, Dealer shall



comply with all updates, revisions, and further details of these Brand and Image Standards as set forth on the Phillips 66 Marketing website from time to time, which is incorporated herein by this reference. Dealer shall have a reasonable amount of time after receipt of notice of such revisions to comply with such revisions.

- i. Display, at a minimum, the approved Phillips 66 shield logo sign with internal lighting, where appropriate.
- ii. Provide well maintained and clean lobby and waiting area for passengers.
- iii. Provide well maintained and clean public restrooms.
- iv. Provide well maintained ramp area clear of obstacles and debris.
- v. Provide well maintained interior and exterior of facility.
- vi. Provide, as necessary, flight planning area, including telephone and automated weather reporting equipment.
- vii. Maintain hours of operation consistent with other airports in the region offering like services.
- viii. Provide well maintained fuel farm area and fueling equipment, both fixed and mobile. At a minimum, this includes, but is not limited to, being properly stowed and free of rust.
- ix. Facility personnel shall wear appropriate dress to reflect a consistent image that exhibits professionalism in the aviation service business; provided, however, Dealer shall not wear uniforms in competition with the Phillips 66 Brand. The Phillips 66 Aviation winged logo should be part of the prescribed uniform.

B) Any exceptions to the Brand and Image Standards require written consent from ASAP.

C) FBO Location(s) may be inspected periodically by a ASAP representative or third party contractor for compliance with these minimum Brand and Image Standards.

12. QUALITY ASSURANCE OBLIGATIONS

A) Consistent with the principles herein set forth, including, but not limited to, Section 22 of this Agreement, Dealer shall, and shall ensure that its FBO Location(s), conduct its independent business operations in compliance with the standards set forth in the Phillips 66 Quality Assurance Obligations Policy ("QAOP") which will promote the continuing good reputation of Phillips 66 and all other branded Phillips 66 aviation dealers. Dealer agrees to abide by all terms and conditions set forth in the QAOP, which may be amended from time to time, and which is fully set forth on the Phillips 66 website and incorporated herein by this reference, currently TrustedFuel.com. Dealer shall, and shall ensure that its FBO Location(s):

- i. Operate in a safe and responsible manner; and
- ii. Conduct operations in accordance with applicable industry standards. Dealer is responsible, at its sole expense, for providing any additional quality assurance measures that it deems necessary to protect its interests.

B) FBO Location(s) may be inspected periodically by a ASAP representative or third party contractor. ASAP reserves the right to suspend the sale of Branded Products to Dealer and its FBO Location(s) if Dealer is found to be non-compliant with any requirements in this Section 13. Failure by Dealer to pass quality control inspections and/or comply with any portion of this Section 13 may result in ASAP requiring Dealer to pay for all related inspection costs, and may be grounds for termination as set forth in Section 26.

13. RIGHT TO INSPECT



Dealer shall permit such inspection of Dealer's business operations and its FBO Location(s) by ASAP, its employees and agents, as may reasonably be required to determine whether Dealer and its FBO Location(s) are in compliance with this Agreement. ASAP may enter upon premises belonging to Dealer at any time and from time to time with prior notice during normal business hours to inspect the premises and/or business records, and take samples and/or meter readings to verify compliance with this Agreement. At ASAP's request, when the integrity of Branded Products or the use of the Phillips 66 Brand is in question, Dealer shall provide to ASAP, within five (5) business days of ASAP's request, copies of bills of lading and other relevant records regarding the FBO Location(s) under investigation, at Dealer's expense. Dealer shall and shall ensure that Dealer's employees or contractors at its FBO Location(s) cooperate fully and completely throughout the inspection process.

14. WARRANTIES

ASAP warrants the title to all Branded Products sold hereunder and that such Branded Products meet or exceed the following ASTM product specifications at the time of sale:

- Jet A conforming to specification ASTM D-1655 (latest revision);
- Aviation gasoline 100LL conforming to specification ASTM D-910 (latest revision).

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. THE WARRANTY OF MERCHANTABILITY, IN OTHER RESPECTS THAN EXPRESSLY SET FORTH HEREIN, AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IN OTHER RESPECTS THAN EXPRESSLY SET FORTH HEREIN, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

15. STORAGE TANKS, PIPES AND DISPENSERS

Dealer acknowledges that spills, overfills, release or escape of any Branded Products or other products sold at its FBO Location(s) from storage tanks, pipes or dispensers can constitute a serious environmental and safety hazard. Dealer shall observe all laws and regulations pertaining to handling, storage and distribution of Branded Products or other products used or distributed at its FBO Location(s) and to the release or escape thereof. Without limiting the generality of the preceding sentence, Dealer shall observe the laws and regulations pertaining to inventory control, to leak testing and detection, to inspection, certification and notification of compliance with applicable local, state, and federal laws, regulations, and standards for underground storage tanks, pipes and appurtenances, to construction, installation, operation, maintenance, repair, replacement and closure of tanks, pipes and dispensers, to actions correcting and remediating the escape of Branded Products or other products used or distributed at its FBO Location(s), and to financial responsibility.

16. INDEMNITY AND COMPLIANCE WITH LAWS

- A) Dealer hereby agrees to indemnify, release, defend and hold harmless ASAP, and its affiliates, and its and their officers, directors, employees, agents, and representatives ("ASAP Indemnitees") from any and all claims, demands, suits, actions or other loss or liability, including all reasonable attorneys' fees and legal expenses, fines, and penalties (hereinafter collectively the "Liabilities"), arising out of any claim or cause of action at law, in contract or in equity, or any administrative or judicial action, concerning or relating to any loss, loss of use of, remediation of, or damage to property or natural resources (including, but not limited to, that arising from storage tank leaks or spills, waste disposal, or air emissions), compromise of any data (not including Credit Card Liabilities as set forth in Section 9 above), personal injuries, death, violation of any industry regulations or standards, governmental laws, regulations, ordinances, or orders or patent or trademark infringement or environmental claims related to or arising in any manner out of Dealer's or one of its FBO Location(s)' operations, including but not limited to, the loading,



transportation, unloading, storage, handling, sale, or use of Branded Products or other products used or distributed at its FBO Location(s), or from Dealer's performance or failure to perform under this Agreement, whether or not Dealer was negligent or otherwise at fault. Provided, however, such indemnification obligations shall not apply:

- i. To the percentage of such Liabilities, if any, attributable to ASAP Indemnitees' negligence or willful misconduct, but not including claims of ostensible agency, or
- ii. When such Liabilities are caused by defects in the Branded Products not caused or contributed to by any act or omission of Dealer or Dealer's employees, contractors, agents or FBO Location(s).

Notwithstanding the foregoing, Dealer agrees, at its own expense, to defend any and all claims, demands, suits, or actions brought against ASAP including, but not limited to, claims, demands, suits, or actions that would otherwise fall under the exceptions of subsection A)i. and A)ii. above.

- B) ASAP shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of ASAP's selection. Once Dealer has assumed the defense of ASAP, ASAP shall have the right to participate in the defense of the claims or litigation, but it shall do so at its own expense.
- C) Dealer's obligations in this Section 16 shall survive any termination of this Agreement.
- D) Dealer agrees to acquaint itself and strictly comply with all applicable federal, state, and local laws, regulations, orders and ordinances relating to Dealer's business.
- E) The Fuel sold by ASAP to Dealer may contain one or more chemicals known to the State of California to cause cancer, birth defects or reproductive harm. Accordingly, in the event that the Fuel is sold at retail in California, Dealer shall ensure, and shall require its buyer to ensure, compliance with the Fuel warnings required pursuant to California Health and Safety Code section 25495 et seq., colloquially known as "Proposition 65" or "Prop 65," and 27 Cal. Code Reg. sec. 25102 et seq. (and in particular, the notice information required pursuant to California Health and Safety Code section 25600.2(b)(1)-(4)) (collectively, the "CA Regulation"). Dealer shall indemnify and hold ASAP, its agents and employees, harmless against any fine, penalty, or liability, cost and expense (including without limitation court costs and attorneys' fees) arising out of any failure by Dealer to observe or comply with the CA Regulation.

17. INSURANCE

- A) Insurance Requirements. Dealer agrees to procure and maintain at its expense during the Term of this Agreement insurance of the types and with limits of liability not less than those set out below:
 - i. Insurance that Dealer is obliged to carry under all applicable social, Worker's Compensation and Occupational Disease laws covering all of Dealer's employees performing work under this Agreement.
 - ii. Employer's Liability Insurance with a limit of not less than \$1,000,000 per occurrence or the statutory requirements, whichever amount is greater.
 - iii. Aviation General Liability Insurance, including contractual liability coverage, with a combined single limit for bodily injury and property damage limit no less than \$2,000,000 per occurrence and in the annual aggregate with regards to aviation products and completed operations liability.
 - iv. Automobile Liability Insurance with a combined bodily injury and property damage limit of not less than \$1,000,000 per occurrence or the statutory requirements, whichever amount is greater, for all owned, non-owned and/or leased vehicles.



- v. Such other insurance in the types and amounts as Dealer deems necessary or as is required by applicable law. The above-stated minimum requirements are not intended to indicate the amounts and types of insurance that Dealer needs or may ultimately need.
- B) Primary Insurance. All insurance coverage required above shall be primary to any insurance coverage available to any of the ASAP Indemnitees.
- C) Waiver of Subrogation and Additional Insured. The policies under Sections 18A(iii) and 18A(iv) above shall be endorsed to show ASAP Indemnitees as additional insureds to the extent of the risks and liabilities assumed by Dealer under this Agreement. Further, all insurance policies obtained by Dealer shall contain a waiver of subrogation in favor of the ASAP Indemnitees to the extent of the risks and liabilities assumed by Dealer under this Agreement.
- D) Certificates of Insurance. None of the insurance required by this Section 17 shall be materially changed or cancelled without at least thirty (30) days' prior written notice to ASAP. Upon request of ASAP, Dealer shall furnish to ASAP certificates of insurance demonstrating that Dealer has obtained the insurance coverage set out above. All coverages must be on forms reasonably acceptable to ASAP. Neither review nor failure to review such certificates shall constitute approval thereof or be deemed to waive or diminish ASAP's rights under this Agreement. In the event of an accident or loss potentially resulting in an insurance claim, Dealer, at ASAP's request, shall provide ASAP with certified copies of its insurance policies for which any ASAP Indemnitee is shown as an additional insured or otherwise make the policy information available as reasonably required by ASAP. This obligation shall survive the termination of this Agreement.
- E) Failure to Comply. Neither failure to comply nor full compliance with the insurance provisions of this Agreement shall limit or relieve Dealer from its liability and indemnity obligations as provided for in this Agreement.

18. DEALER CLAIMS/LAWSUITS

- A) ASAP shall not be liable to Dealer for breach of this Agreement or for any other claim by Dealer, unless Dealer provides ASAP with written notice of the incident (which forms the basis of the alleged breach or claim) within ninety (90) days of the occurrence of the incident and files suit within one (1) year after the occurrence of the incident, unless otherwise required by applicable law.
- B) Notwithstanding Section 8A above, ASAP shall not be liable to Dealer for any defect in quality or shortage in quantity of any Branded Products delivered hereunder unless (a) Dealer notifies ASAP of Dealer's claim immediately but no later than within forty-eight (48) hours after delivery thereof, or in the case of any latent defect in quality, immediately, but no later than within forty-eight (48) hours after Dealer's discovery of such defect, and (b) ASAP is given a reasonable opportunity to inspect the Branded Products and to take and test samples thereof. All delivery documentation, bill of lading, reports, retain samples, laboratory analyses and the like in Dealer's or its FBO Location(s)' possession or control must be preserved for ASAP's inspection and review. Notwithstanding any provision to the contrary in this Agreement, Dealer's failure to notify ASAP of any shortage, defect or nonconformity shall constitute a waiver of that defect or nonconformity.
- C) If the Branded Product is found to have been contaminated while in ASAP's custody, ASAP shall pay for such test. If the Branded Product is found to have been contaminated after it has left ASAP's custody, Dealer shall pay for such test.
- D) **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST, OR ANTICIPATED PROFITS, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.**



19. ELECTRONIC DATA INTERCHANGE

Dealer shall implement such forms of electronic data interchange (“EDI”) as may be required by ASAP for use in electronically exchanging volume information, contracts, purchase orders, invoices, payments and any such other forms of EDI as may be appropriate to enable the migration from traditional paper methods of conducting business and exchanging information to total, or nearly total, electronic methods. Dealer shall be required to use the Phillips 66 Marketing website. Other forms of EDI that ASAP may require Dealer to implement during the Term of this Agreement are those that will enable ASAP to improve processes and efficiency and gather information concerning compliance with this Agreement at its FBO Location(s), such as, but not limited to, volume information or measures of product integrity (to ensure compliance with Section 12 of this Agreement). In the event Dealer does not possess the specific EDI capability required by ASAP, Dealer shall have a reasonable amount of time to obtain such capability, but no longer than six (6) months from the date ASAP requires such capability.

20. FORCE MAJEURE

No failure or omission by either party in the performance of any obligation of this Agreement shall be deemed a breach of this Agreement nor create any liability for damages if same shall arise from any cause or causes beyond the reasonable control of a nonperforming party including, but not limited to, the following which for the purposes of this Agreement, shall be regarded as beyond the control of the parties: acts of God, acts of federal, state or local governments or agencies, compliance with requests, recommendations, rules, regulations or orders of any governmental authority or any officer, department, agency or instrumentality thereof, fire, storm, riot, sabotage, strikes, lockouts, disputes or differences with workers, accidents, equipment failure, reduction or unavailability of refined products or refinery capacity, failures or delays in transportation, or exhaustion, reduction or unavailability of petroleum products at the source of supply from which deliveries are made hereunder, or exhaustion or reduction or unavailability or delays in delivery of any product or material necessary in the manufacture of petroleum products deliverable hereunder, including crude oil, natural gas supplies and raw materials. In the event that either party finds it necessary to assert the existence of the foregoing force majeure, the Term of this Agreement shall not be extended for the duration of the force majeure event thereby but the estimated maximum contract volumes specified in Exhibit A of this Agreement shall be ratably reduced for the period during which such condition of force majeure may exist. IN NO EVENT SHALL ASAP BE LIABLE FOR LOSS OF PROFITS OR SPECIAL OR CONSEQUENTIAL DAMAGES BECAUSE OF DELAY OR FAILURE TO MAKE DELIVERIES.

21. RELATIONSHIP OF PARTIES

- A) Dealer is an independent business and is not, nor are its employees, an employee of ASAP. ASAP and Dealer are completely separate entities. They are not partners, general partners, limited partners, joint venturers, nor agents of each other in any sense whatsoever and neither has the power to obligate or bind the other.
- B) Furthermore, nothing herein contained is intended, nor shall it be construed as reserving to ASAP rights or powers to exercise control over the business practices of Dealer or to direct the manner in which its business operations shall be conducted; except, ASAP may take reasonable actions to promote compliance with the standards set forth in this Agreement and may provide such instructions, guidance, and recommendations as may be necessary and desirable to promote the mutual objectives of ASAP and Dealer, including the promotion of public goodwill toward the Phillips 66 brand, and the reputation of the Branded Products. ASAP shall have no control whatsoever over Dealer's resale prices of the Branded Products purchased hereunder.

22. APPLICABLE LAW

- A) THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF OKLAHOMA



NOTWITHSTANDING ANY RULE OF OKLAHOMA LAW WHICH WOULD MAKE THE LAW OF ANY OTHER JURISDICTION APPLICABLE.

- B) Any action to litigate or enforce any provision of this agreement shall be brought in the District Court of Grady County, Oklahoma.

All provisions of this Agreement are subject to such changes as are now or hereafter required to conform to any federal, state, and local laws, ordinances, and regulations of any governing authority or agency having jurisdiction, or purporting to have jurisdiction, over any of the matters or subjects involved in this Agreement. Provided, in the event any law effectively precludes ASAP from selling Branded Products to Dealer or any of its Branded FBO(s), ASAP may terminate this Agreement in whole or in part (as applicable).

23. TRANSFER OF AGREEMENT

- A) This Agreement is personal to Dealer and assignable or transferable by Dealer only with the prior written consent of ASAP, which consent shall not be unreasonably withheld. Dealer agrees that it shall not sell, assign, transfer, convey or give voluntarily, involuntarily, directly or indirectly, by operation of law or otherwise (collectively "Transfer") a direct or indirect interest in this Agreement or the Dealer without ASAP's prior written consent, which consent shall not be unreasonably withheld. A change of fifty percent (50%) or more of the control, voting or ownership interests in the Dealer's corporation, partnership or limited liability company, individually or in the aggregate, directly or indirectly, or any dissolution, merger, consolidation or other reorganization, or other arrangement having similar effect on the legal entity of the Dealer, is for all purposes of this Agreement considered a Transfer. Dealer understands, however, that ASAP may condition its consent to any Transfer upon the agreement of the proposed transferee to (1) assume responsibility in writing for the financial and contractual liabilities to ASAP of the Dealer, funds due upon debranding of a FBO Location(s) or termination or nonrenewal of this Agreement; (2) accept that all warning/default letters issued by ASAP to Dealer transfer to the proposed transferee; and (3) simultaneously therewith enter into a mutual termination of this Agreement. Refusal of the proposed transferee to enter into such mutual termination and to accept the above liabilities shall conclusively be adequate reason for ASAP to withhold its consent to the Transfer. Any attempt by Dealer to Transfer this Agreement or any rights hereunder without ASAP's prior written consent shall be void and of no force and effect and shall be an event which makes termination of this Agreement reasonable, and upon the occurrence thereof ASAP shall have the immediate right to terminate this Agreement.
- B) Upon the death or incapacity of Dealer, if Dealer is not incorporated, the rights granted under this Agreement may be transferable as provided by state or federal law, or, if no valid state or federal law shall be applicable, to the spouse or adult child of Dealer, provided arrangements have been made satisfactory to ASAP for the continued active and competent management of Dealer's business. Upon the death or incapacity of the controlling stockholder or stockholders, if Dealer is incorporated, this Agreement will continue in effect, provided the active management of Dealer's business and the FBO Location(s) continues in a manner which fully and completely complies with all of the terms of this Agreement.
- C) ASAP may assign or transfer this Agreement, in whole or in part, or any interest arising under this Agreement with the prior written consent of the Dealer. Subject to the provisions of this Section 23C, this Agreement shall be binding upon the successors and assigns of the parties.

24. RECORDS AND AUDIT

Dealer shall maintain a true and correct set of records pertaining to all activities relating to its performance of this Agreement and all transactions related thereto. Dealer further agrees to retain all such records for a period of not less than two (2) years after completion of performance hereunder. Dealer agrees that a representative(s) authorized by ASAP may audit any and all such records of Dealer



during normal business hours at any time(s) during the Term of this Agreement and during the two-year period after completion of performance of this Agreement.

25. TERMINATION

A) Termination for Cause.

- i. Either party may terminate this Agreement at any time for cause on the grounds listed below. The non-defaulting party shall give to the defaulting party a thirty (30) day cure period in which to remedy such cause(s) to avoid termination, except in circumstances of material default in which it would not be reasonable to give a thirty (30) day cure period. If such cause(s) are not remedied to the satisfaction of the non-defaulting party within the aforesaid cure period, the non-defaulting party shall give the other party written notice of termination, which shall state (a) the grounds for termination and (b) the date of termination. Such notice shall be given at least ninety (90) days in advance of the effective date of termination, except in circumstances in which it would not be reasonable to give at least ninety (90) days' notice, in which event such notice shall be given on the earliest date that is reasonably practicable.
- ii. The grounds for termination shall include, but are not limited to:
 - a) Failure by a party to pay to the other party in a timely manner when due all sums to which such other party is legally entitled hereunder;
 - b) Failure to comply with federal, state, or local laws or regulations in any manner relevant to this Agreement;
 - c) Fraud or criminal misconduct by the other party in any manner relevant to this Agreement;
 - d) Breach of any provision of this Agreement;
 - e) Any act or omission by Dealer which, in ASAP's opinion, impairs the goodwill associated with the Phillips 66 Brand or constitutes a deceptive or unfair trade practice under applicable laws;
 - f) Failure by Dealer to purchase its entire requirements of the Branded Products from ASAP (unless excused from such purchase pursuant to Section 4 of this Agreement); or
 - g) Failure by Dealer to pass quality control inspections and/or comply with Section 12.

26. CONFIDENTIALITY AGREEMENT

Dealer and ASAP agree that in the course of dealing between the parties, each party may acquire Confidential Information. "Confidential Information" shall mean the terms and provisions of the Agreement and all information received by either party or either party's Agent (defined below) (i) that is not generally known in the industry in which the other party is or may become engaged, or (ii) which is marked "confidential" and/or "proprietary" about the other party's processes, services and products, including, without limitation, information relating to accounting, engineering, marketing, merchandising and selling, as well as customers and potential customers. The restrictions herein shall not apply with respect to Confidential Information which (i) is already available to the public; (ii) becomes available to the public through no fault of the receiving party, its employees or associates; (iii) is already known to the receiving party as shown by written records in the receiving party's possession at the time that the Confidential Information was received, provided that the source of such information was not bound by a confidentiality agreement with another party; or (iv) the receiving party is required to disclose by a governmental or judicial entity, provided that the receiving party notifies the disclosing party of the pending disclosure prior to such disclosure. Each party shall take all commercially reasonable affirmative steps to prevent disclosure of the other party's Confidential Information and maintain all Confidential Information, whether obtained either directly or incidentally and regardless of its form, confidential and safe from accidental or purposeful disclosure to any third party. Each party will disclose the other party's Confidential Information



only to those of its employees, agents, attorneys, consultants, representatives, brokers, subcontractors, or independent contractors ("Agent(s)") who have a need to know or use such Confidential Information in the performance of this Agreement, and each party shall be responsible and liable for any unauthorized disclosure by its Agents. Each party shall make all reasonable efforts (including the design and implementation or use of an existing procedure for handling Confidential Information) to safeguard the other party's Confidential Information from disclosure to unauthorized individuals and for as long as the information disclosed remains Confidential Information. For the purpose of this Agreement, this Section 26 shall survive the termination of this Agreement for a period of two (2) years. Nothing in this Agreement will be construed to prohibit Dealer from Complying with the Oklahoma Open Records Act, Title 51 O.S. Sections 24A.1-24A.30. ASAP Energy Inc. acknowledges and agrees that Dealer may comply with the Oklahoma Open Records Act without giving notice to ASAP Energy Inc.

27. MISCELLANEOUS

- A) Non-Waiver. No waiver by either party of any default by the other party shall be construed as a waiver of any future defaults.
- B) Headings. The headings used in this Agreement are for convenience only and shall not be used for the purpose of construction or interpretation. When the context so requires, the singular shall include the plural and vice versa.
- C) Entire Agreement. This Agreement contains the entire agreement between the parties and terminates and supersedes all previous communications, representations and agreements (including, but not limited to, any prior Branded Aviation Dealer Sales Contract or Branded Aviation Dealer Agreement) between the parties with respect to the subject matter hereof. This Agreement does not extinguish any accrued rights under prior agreements. No change in or addition to this Agreement shall be effective unless in writing and signed by both parties.
- D) No Exclusive Remedy. Wherever this Agreement grants either party a specific right or remedy with respect to a breach of Agreement or wrong of the other party, such right or remedy is in addition to any other legal or contract rights or remedies of the party enjoying the right or remedy.
- E) Severability. If any provision of this Agreement is contrary to law, such provision shall be deemed either to be severable and stricken from the Agreement or modified so as to conform to law. If any law requires that this Agreement include any specific provisions, this Agreement shall be deemed to include such provisions. Other provisions of this Agreement shall be given effect to the extent possible. Any provision stricken, modified or added under this Section shall remain stricken or added only so long as the law requiring it remains effective.
- F) Attorneys Fees. A prevailing party shall be entitled to all of its costs, expenses and reasonable attorneys fees if either party to this Agreement (i) retains counsel and/or institutes a lawsuit for violation of or to enforce any of the covenants, obligations and/or conditions of this Agreement, (ii) initiates a lawsuit against the other for a declaration of rights under this Agreement, or (iii) intervenes in a lawsuit in which the other is a party, to enforce or protect its interests or rights hereunder.

28. NOTICES

All notices between Dealer and ASAP shall be by email, U. S. mail (certified and postage pre-paid), overnight courier or personal delivery to the offices indicated below. Dealer and ASAP shall advise each other of accurate e-mail address.

ASAP Energy Inc.
P. O. Box 685
Weatherford, Oklahoma 73096

City of Chickasha
117 N 4th Street
Chickasha, Oklahoma 73018



The deposit in the United States mail of a properly addressed and postage pre-paid communication shall be deemed delivery to the party addressed.

29. LIQUIDATED DAMAGES

- A) This Item Intentionally Left Blank

30. ELECTRONIC DOCUMENTS AND SIGNATURES

- A) Dealer agrees that ASAP, in its sole discretion, may convert this Agreement into an electronic record and that in the event of any dispute involving this Agreement, a copy of such electronic record may serve as the exclusive original. The parties' consent to conducting business via electronic transactions and recognize the validity, enforceability and admissibility of any electronic record or any electronic signature created in connection with this Agreement or the relationship contemplated by it. An electronic record of this Agreement and any electronic signature made in connection with this Agreement shall be deemed to have been signed by hand by each ASAP and Dealer.
- B) To the fullest extent permitted by applicable law, the parties hereby consent to the use of electronic signatures, including, but not limited to, facsimile signatures to enter into this Agreement, including all exhibits and any subsequent amendments or addenda related hereto, and to evidence the parties' intent to execute and enter into a binding agreement. Prior to execution of this Agreement, Dealer shall verify to ASAP the officer or representative of Dealer's organization who is authorized to execute this Agreement, including all exhibits and any subsequent amendments and addenda. Dealer shall take all necessary steps at all times to prevent any other person from having knowledge of, gaining access to, or using such electronic signature without authorization. The foregoing shall not preclude the parties from executing this Agreement in the original hardcopy form. This Agreement may also be executed in counterparts, and electronically or by facsimile, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

31. CONFIDENTIALITY AND ETHICS AND CONFLICTS OF INTEREST

Conflicts of interest relating to this Agreement are strictly prohibited as set forth hereafter. Except as otherwise expressly provided herein, neither party to this Agreement, nor any employee or officer of either party, shall, directly or indirectly, pay salaries, commissions or fees to employees or officers of the other party, or designees of such employees or officers, or make to or receive from any employee or officer of the other, or designee of such employee or officer, any payments or rebates, or favor employees or officers of the other party, or designees of such employees or officers, with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value, or enter into business arrangements with employees or officers of the other party, unless such employees or officers are acting as representatives of that other party.

32. NO THIRD-PARTY BENEFICIARY

This Agreement is personal to Dealer and is intended for the sole use and benefit of Dealer and ASAP. No FBO Location or any other third party is a third party beneficiary under this Agreement.

The parties have caused this Agreement to be executed as of the Effective Date.



City of Chickasha

ASAP Energy Inc.

Signature: _____

Signature: _____

Name Printed: _____

Name Printed: _____

Title: _____

Title: _____

EXHIBIT A

Dealer location (S) list

City of Chickasha (Chickasha Municipal Airport)

117 N. 4th Street

Chickasha, Oklahoma 73018

EXHIBIT B

6.PROGRAMS

ASAP Energy Inc. will provide a Phillips 66 sign for the location.

ASAP Energy Inc. will provide access to the Phillips 66 network for the credit card terminal and provide a VX520 inside if needed.

ASAP Energy Inc. will install cellular fuel monitors in the existing fuel tanks as long as there are extra openings so we can assist in monitoring fuel levels. The airport will also have access to this as well.



City of
CHICKASHA

Meeting Type: Special CMAA Meeting 4-22-2021

Meeting Date: 4/22/2021

Department: Administration

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, consideration and possible action authorizing staff to enter into an agreement with QTPod to provide a self service fuel terminal at the Chickasha Municipal Airport.

I. BACKGROUND/DESCRIPTION:

The current self serve terminal is a Fuelmaster.

the terminal has not been updated in approximately 20 years.

This system will work in conjunction with the change in aviation fuel provider to ASAP Energy/Phillips 66 branding.

The quote from QTPod does not include installation of the terminal. Staff has allowed another \$5,000 for the installation.

No other quotes were provided.

II. RECOMMENDED ACTION:

Authorize Staff to purchase the QTPod self service terminal for aviation fueling at the Chickasha Municipal Airport and authorize the interim City Manager to execute the necessary documents.

III. FISCAL INFORMATION - 39-39-6300-xxxx

\$14,995.00. This is a non-budgeted item.

IV. FUND INFORMATION:

Dept. Director: Leasa Furr Assistant City Manager	Fund	Account	Amount
	(To)39-39-xxxx-xxx		\$20,000
	FUND	ACCOUNT	AMOUNT
Meeting Date: April 22, 2021	(From) 39-39-6450-039		(\$20,000)

V. ATTACHMENTS:

1. QT Pod



4909 Nautilus Court North, Suite 109
Boulder, CO 80301
ph: 303-444-3590 Fax: 303-444-8736

Quote No.

QT Pod Fueling Terminals

Representative

Name Matt Duncan Phone: 303-962-3413
Position Sales Fax: 303-444-8736
Department Sales Division E-mail: mduncan@qtpod.com

Dates

First Contact 2/22/2021
Quote Issued 2/22/2021
Accept/Reject

Product/Service Name

Quantity

Price

TOTAL

QT Pod Model M4000 Self-Serve Fueling Terminal

1 hose control, wired ethernet capability

Discount

\$14,995.00 \$14,995.00
(\$1,995.00) (\$1,995.00)

Options

DPI Module - for each additional hose point

1 \$450.00 \$450.00

Wifi Kit

EMV Reader Upgrade - Will Ship when available in 2021

1 \$500.00 \$500.00
1 \$750.00 \$750.00

SHIPPING

1 \$295.00 \$295.00

Client

Customer Joe Green Company Chickasha, OK
Address
City State
ZIP Email Clint.Ferguson@chickasha.org
Phone Fax

Discount

Taxes

Sub Total \$14,995.00

TOTAL \$14,995.00

Status

☒ Established Client ☐ New Client ☐ Prospective Client

Office Use Only

*Quote valid for 60 days from issuance.
Price does not include installation.
Cell kit requires data plan through QT \$480/ year
Web-Based Siteminder Subscription- \$945/ year

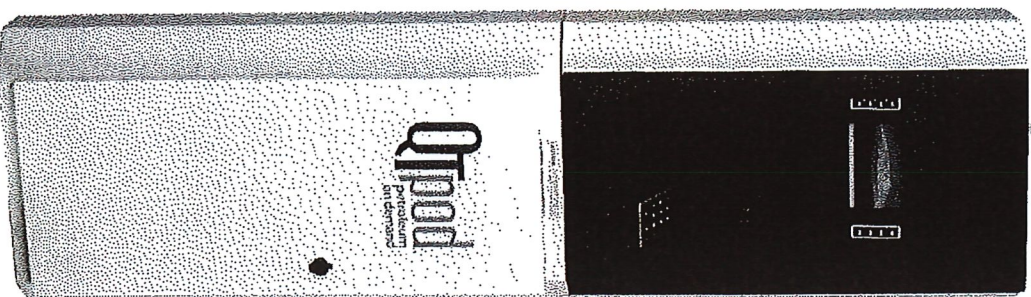
Prices are subject to change without notice.

QT POD M4000 Point of Sale

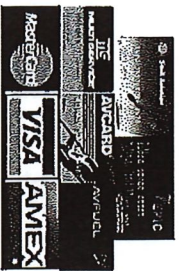
QT POD M4000 - The Next Generation in Fuel Management



- Improved communications- Ethernet, Wi-Fi & Cellular
- 8 pump control capability
- Reduced Card Fees with Qualified Processing on some networks
- Stainless steel construction provides longevity & a more attractive unit in the field
- Bright display visible in direct sunlight and eliminates sun damage
- Auto-dimming display and back-lit keypads for ease of use in low light conditions
- Encrypting card reader for better security – EMV to come
- Web-based fuel management allows access from anywhere
- Automatic software updates and cloud backup included
- Windows 10 based OS.



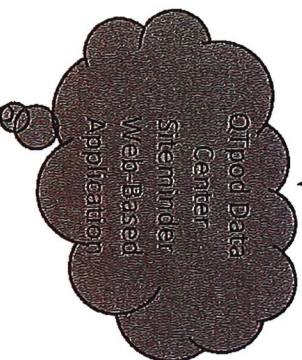
QT POD M4000 - Information Process Flow



Customer swipes payment card.



Cell, Wi-Fi, Ethernet



Transaction flows to QT POD's PCI Compliant Data center where non-critical data is extracted for customer reporting in web-based Siteminder.

Web Service Call



Magensa applies a decryption key specific to that card reader and forwards transaction packet in format designated by QT per endpoint processor specifications. Magensa is a PCI Level 1 Service Provider.

Web Service Call



End Point Processor approves or declines approval and sends response back along same path.

Magtek reader on M4000 fully encrypts card data with an encryption key specific to that card reader. Transaction data is never stored on kiosk. Pre-approval is immediately recaptured at end of sale with actual amount and sent upstream.

Qtpod M4000 – Key Advantages

QTPod M4000 – Key Advantages

Communications

The new M4000 utilizes either wired Ethernet, Wi-Fi or cellular communications for card processing and communication with Siteminder, our fuel management software. Why is this better?

- The old analog phone network is deteriorating and the telecom companies have shown they have little interest in maintaining these lines in favor of their digital and fiber networks.
- This results in inconsistent quality of the old phone lines which can cause customers to have to swipe their card multiple times to get approvals as well as card settlement failures. This can delay payment for the merchant.
- Dial up authorizations can take up to 60 seconds. Authorizations on the M4000 are virtually instant.
- The Wi-fi and cellular options help reduce costs for installation as there is no need to trench and run communications wire.
- Ethernet and Wi-Fi, eliminate a monthly phone bill; the cellular option monthly plans are typically much less expensive than analog phone lines.
- When there are problems with analog phone lines, it can take weeks or months for them to locate the issue. This costs merchants time and money during that downtime. Providers typically repair cell towers and internet issues within hours.
- The M4000 can be equipped with multiple communications methods and will automatically fail over to the back up if one communication method goes down. For instance, if your internet service goes down, the system can automatically fail over to cell for uninterrupted service.

QTipod M4000 – Key Advantages

Hardware

- Stainless steel construction is weather durable and will not rust.
- 7" color display is 1000 nit brightness and has an anti-glare/anti-reflective coating that allows for perfect visibility in direct sunlight. The light sensor will dim this at night for easy viewing in low light conditions.
- All keypads are backlit ease of use at night.
- The new pump interface board allows for up to 8 hose positions, so you can control more fueling points without additional terminals.
- Fully encrypting card reader protects customers' card data and minimizes your PCI footprint as no unencrypted data is ever stored on the M4000 or in customers' facility.
- The German made thermal printer is exceptionally reliable and is designed to work in the harshest conditions. Fewer moving parts results in fewer failures.
- Most components utilize standard USB connections, so maintenance is simple. No special tools required.
- Most hardware components are at or near mil-spec temperature ranges.

QTPod M4000 – Key Advantages

Software

- The new Siteminder program is entirely web based.
- Access fuel management from any computer or device, including Windows, Mac and tablets.
- No need to retrieve transactions from the terminal; when a transaction occurs at the M4000 it automatically pushes the data up to Siteminder in the cloud.
- The card processing logic is no longer in the M4000, it is in the web based Siteminder program. This means when new cards are added or there are processing changes, the customer no longer has to perform updates at the terminal. QT Simply makes those changes at the data center level and everyone is automatically updated.
- The customer no longer has to perform firmware updates at the terminal as well. When updates are available, QT simply pushes these updates to the terminal over the internet.
- All of our subscription packages now cover software updates, so customers no longer have to worry about paying additional fees for upgraded software.
- Siteminder being web based now makes for easier, seamless integration with 3rd party software platforms. We currently have exports for TAS, Total FBO, FBO Manager and MyFBO.
- The M4000 can allow customers to obtain better processing rates on some networks which increases their profitability.

QItpod M4000 – Key Advantages

Support

- As the M4000 and Siteminder are now web based, QT now has greater flexibility when it comes to supporting the terminals.
 - QT Support staff can remote into any terminal and see exactly what the customer is seeing on the screen. This reduces miscommunication between the customer and QT support staff, resulting in more timely resolution of issues.
 - QT can reboot the system, check diagnostics and receive errors without the customer having to be at the terminal. No more standing in the rain to troubleshoot.
 - QT can remote in and see the inputs and outputs of the pump interface board functioning through a diagnostics utility rather than relying on the customer to tell us which lights are coming on.
 - Multiple alerts are being built into the system so that QT will receive alerts if certain issues crop up. In many cases we should be able to resolve them before the customer even knows there is an issue.

QTPod M4000 – Communications

The M4000 comes standard to accommodate a wired ethernet connection. A wired ethernet connection is a very good option if certain conditions can be met as this provides a stable and consistent connection to the customers' network. This also avoids the increased cost of optional communication kits. However, there are several factors that may determine whether or not this is the best option.

1. A wired Cat 5 or Cat 6 cable has distance limitations of around 300 feet. Beyond that range, the signal begins to degrade and become less reliable. Some IT staff may be able to install boosters to push the signal further, but QT can not guarantee the reliability of this.
2. There may be financial or logistical restraints to pulling and ethernet line to the fuel island. In some instances, it may be the case that an existing phone line for an M3000 or competitor unit already in place terminates in the same location as the network panel. In such instances, the customer may be able to attach Cat 5 to the phone line and as they pull the phone line out, they pull the Cat 5 into its place. However, if the Cat 5 needs to terminate elsewhere it may be cost prohibitive or technically difficult to get the ethernet cable to the M4000.

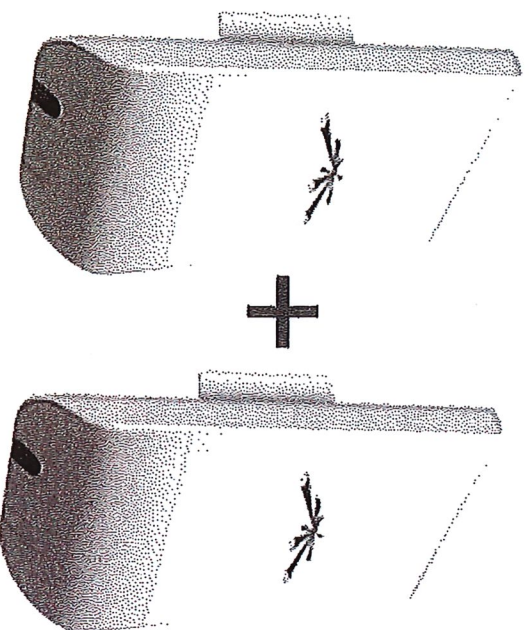
QT POD offers an optional Wi-Fi kit for \$500 MSRP that will allow the M4000 to access the web via the customer wireless network. This may be a good option for those customers who can't get an ethernet cable out to the system and do not want the additional cost of a cell plan. This is not recommended for distances over 50 feet. There are some factors to take into consideration if this route is chosen.

1. You will want to confirm that the customer can get a strong, consistent Wi-Fi signal at the fuel island. This can be affected by several factors such as:
 - Distance of the fuel island from the wireless router
 - Any obstacles between the router and the fuel island
 - Quality and reliability of the customer's wireless router
 - Quality and reliability of their internet service provider (ISP)
2. The customer's IT personnel may be able to utilize a commercially available outdoor wireless range extended to boost the Wi-Fi signal to the fuel farm area.

QT POD M4000 - Ubiquiti Nanostation

Another option for installations which exceed the distance limitations of Cat 5 or Wi-Fi- communications is a Ubiquiti Nanostation. This is a point to point wireless antenna system that can transmit an ethernet signal up to 9 miles.

QTpod does not sell this system, but many customers have used this will good results. The model most customers are using is the Ubiquiti Nanostation LocoM2-US Pre-Configured Indoor/Outdoor airMax CPE 2.4 GHz 2 pack. This can be purchased on Amazon for around \$130.



QT POD M4000 - Cellular Communications



Cellular communications is the preferred method for use on the M4000. This is due to the ease of installation and the speed and high reliability of cellular networks. M4000s shipped with our optional cellular kit will come preconfigured with the wireless account provided by QT POD. The advantage of this is that there is literally no work for the installer to set-up a communications link for the M4000. Once the system is powered up, it automatically communicates with the nearest cell tower. This also provides a high degree of reliability as it does not interface with the customer's network. Therefore, if anyone makes changes to internet service providers or to their firewall, it will have absolutely no effect on the M4000.

QT POD's cellular kit is \$1000 MSRP. This also requires a Verizon or AT&T unlimited data plan provided by QT POD for \$480/yr. This cellular plan is added to the customer's yearly service subscription.

Prior to choosing this option, it is advised that someone with a Verizon or AT&T cellular plan check the signal strength at the fuel farm location.

Qtpod M4000 – Siteminder

QT POD M4000 - Siteminder

QTpod's cloud-based Siteminder Fuel

Management software automatically performs what would otherwise be time-consuming accounting tasks, from collecting data and producing analytical reports to making your fuel operation more efficient and profitable.

By capturing sales data from the QTpod Self Service Stationary Fueling Terminals, Siteminder gives you on-site or remote access, from any internet capable device, to the transaction, inventory and customer information you need to make sound business decisions. Using Siteminder, you can analyze stored data or generate instant customer, sales and inventory reports. Siteminder includes sales totals and inventory statistics in common international currencies and volume units.

Siteminder Features

- The web-based portal allows management of M4000 remotely from any device with a modern web browser
- Real-time automatic transfer of pricing and account changes, transaction details, and history
- Total view of sales data including date, time, total sale, volume, customer name, and tail #
- Apply discounts to individual cards or to entire card types.
- Fuel inventory tracking and tank level history reports.
- Cloud-based hosting ensures data is protected in an enterprise-class datacenter – no need to perform on-site backups of a database file
- Configure access schedules to allow/denallow unattended usage during specified time windows
- In-house proprietary card capabilities that allows for discounts, statements, payments, and adjustments to save on credit card processing charges for based tenants/customers.
- Multiple report options are generated to PDF format for easy printing or to email
- Reprint customer receipts to PDF
- Configure custom receipt headers and footers
- Ability to Customize Display Messages at Terminal
- Transaction data export to third-party software platforms
- Siteminder user account management – create additional logins for employees

QT POD M4000 - Siteminder

Siteminder's transaction screen gives you visibility into your fueling operation's transaction data



QT POD Siteminder - Trade Show QTPod2

Home Configuration Transactions Reports Inventory Change Password Logout User mduncan@qtpod.com

Transactions

Terminal: M4000-000147 Refresh Start date: 1/1/2020 12:00 AM End date: 10/24/2020 12:45 PM Search

Date Account # Customer Name Card # Holder Name S. Card Fuel Pump Name Export To CSV Export To T.L.G View Batches Y Units Y Amount Y Tail # Y

10/17/2020 8:52 AM			XXXXXXXXXXXX1008			COS.. AMEX	100 LL	100 LL	0.00000	0			Details
10/17/2020 8:10 AM			XXXXXXXXXXXX1008			COS.. AMEX	100 LL	100 LL	0.00000	0			Details
10/17/2020 8:05 AM			XXXXXXXXXXXX1008			COS.. AMEX	100 LL	100 LL	0.00000	0			Details
10/16/2020 4:55 PM			XXXXXXXXXXXX1008			COS.. VISA	100 LL	100 LL	0.05000	0.23			Details
10/16/2020 3:54 PM			XXXXXXXXXXXX1008			COS.. AMEX	100 LL	100 LL	1.05000	4.83			Details
8/4/2020 4:29 PM			XXXXXXXXXXXX1008			Aut.. Americ..	100 LL	100 LL		4.60			Details
8/4/2020 4:28 PM			XXXXXXXXXXXX1008			Aut.. Americ..	100 LL	100 LL		4.60			Details
7/29/2020 4:37 AM			XXXXXXXXXXXX1008			Decl.. AMEX	100 LL	100 LL		715.00			Details
7/29/2020 4:32 AM			XXXXXXXXXXXX1008			Decl.. VISA	100 LL	100 LL		46.00			Details
7/29/2020 4:31 AM			XXXXXXXXXXXX1008			Decl.. AMEX	100 LL	100 LL		23.00			Details

1 2 3 4 5 6 7 8 9 10 Items per page

Totals for date range selected:

100 LL: \$28.52 (7.290 units)

Jet A: \$309.63 (94.400 units)

Total: \$338.15 (101.690 units)

1 - 10 of 38 Items

QTPod
petroleum
on demand

17