

Date: February 1, 2020

Re: Inspection workstation equipment support

Dear Business owner,

Please be advised; this letter serves as notice that the New Jersey workstation service and support and maintenance that you currently have through SGS Testcom will be transferring to Parsons.


If your station wishes to continue in the New Jersey Emissions Program, the enclosed New Enrollment, agreement and Automated Clearing House (ACH) forms must be completed and returned to the address below, no later than February 28, 2020;

Parsons
Attn: Station Enrollment
3100 Princeton Pike Bldg 2 Floor 3
Lawrenceville, NJ 08648
OR
Email: njinspection.parsons@parsons.com

Parsons NJMVIS Help Desk (888-656-6867) will be available to take your questions through this transition period and going forward regarding equipment support.

On behalf of the entire Parsons team, we thank you for your participation in the New Jersey Inspection Program. We are looking forward to a successful transition period and a long partnership with your business.

Sincerely,



Arden Clark
Program Manager
Parsons NJ Inspections 1-888-656-6867

Instructions for Completing New Station Participation Agreement (SPA) Forms

The enclosed forms constitute the New SPA enrollment package.

Please complete all Forms and mail them to:

Parsons
Attn: Station Enrollment
3100 Princeton Pike
Building 2, Floor 3
Lawrenceville, NJ 08648
Fax: (609) 895-0630
Email: njinspection.parsons@parsons.com

- **NJ2009 Signature Form (1 page)**
 - Please sign the form and send the original (no copies) to Parsons to officially enroll in the NJ2009.
- **NJ2009 Station Enrollment Form (1 page)**
 - It’s important that you complete the applicable sections of the enrollment form. Contact name and phone number (including email address) are very important.
 - In an attempt to provide superior service, we require the actual hours of operation (including hours that you are closed due to lunch, if applicable). As an example:

	Sun	M	T	W	Th	F	Sat
Open	X	8	8	8	8	8	8
Closed	X	12	12	12	12	12	12
Open	X	1	1	1	1	1	
Closed	X	5	5	5	5	5	

- **ACH Authorization Form (1 page)**
 - All stations will be required to provide bank account information for electronic wire transfers to Parsons for monthly maintenance and VIIS Transmission fees. The ONLY exception will be for specific Federal, State or Municipal entities that cannot legally provide bank account access to Parsons and MUST obtain approval from Parsons.

NJ2009 Signature Page

Contact Name*: _____

Station Name*: _____

Address: _____

City: _____ State: _____ ZIP: _____

Station Telephone*: () _____ FAX Number (if any): () _____

This contract is for ONE (1) NJ2009 UNIT and the SPA are made by and between Parsons Corp., with offices at 3100 Princeton Pike, Building 2, Lawrenceville, NJ 08648, (referred to as "Parsons"); and the State of New Jersey, Motor Vehicle Commission (MVC) licensed inspection station business owner ("Business Owner" or "User") identified on the NJ2009 Station Enrollment Form and below. The Business Owner represents and warrants that all of Business Owner's information set forth on the NJ2009 Station Enrollment Form and NJ2009 Signature Page is true and complete. Business Owner has reviewed, understands and accepts all provisions, terms and conditions of the contract (SPA). Business Owner acknowledges responsibility to pay by the required date all charges and to perform all of its obligations pursuant to the SPA. The undersigned represents and warrants that he/she is the Business Owner and/or has complete authority to sign the contract (SPA) on behalf of Business Owner, and that by doing so, Business Owner has unconditionally accepted all of the obligations stated herein and therein.

This is a legally binding contract for the Business Owner. It is **VERY** important that you read and understand the contract **BEFORE** you execute this NJ2009 Signature Page. Parsons, with MVC approval, reserves the right to change any terms and conditions with appropriate notice to the Business Owner.

By signing your name below, you acknowledge that you have read and understand the responsibilities and obligations contained within the SPA contract.

Station Participation Agreement ("SPA")

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

IMPORTANT

Please make a copy of all completed and signed forms for your records.

NJ2009 Station Enrollment Form

This NJ2009 Station Enrollment Form and the NJ2009 Signature Page MUST be completed clearly and accurately for each NJ2009 UNIT. These documents contractually bind you to the Station Participation Agreement ("SPA"). Submission by you and subsequent acceptance by Parsons of these properly completed and signed forms will constitute enrollment for participation in NJ2009 under the SPA, made by and between Parsons and the New Jersey Motor Vehicle Commission (MVC) licensed inspection station business owner ("Business Owner" or "User") identified below.

Please print clearly (except where a signature is required).

*** indicates spaces that MUST be completed (if different from preprinted information)**

Contact Name*: _____

Station Name*: _____

Station Street Address*: _____

Station Telephone*: () _____ **FAX Number (if any):** () _____

Backup Contact Name*: _____

	Sun	M	T	W	Th	F	Sat
Open							
Closed							
Open							
Closed							

Backup Contact Number*:() _____

Ship-To Address (if different from preprinted address): MUST be the station location for equipment delivery and maintenance / service.

Email address (if any): _____ **Days / Hours of Operation*:** (Actual Hours)

Ship-To Street Address: _____

City: _____ **State:** _____ **County:** _____ **Zip:** _____

Billing Address (if different from preprinted address): The monthly invoice (if any) will be sent to this address

Billing Contact Name: _____

Billing Contact Email: _____ **Billing Contact Phone:** () _____

City: _____ **State:** _____ **County:** _____ **Zip:** _____

AUTOMATED CLEARING HOUSE (ACH) BLANKET AUTHORIZATION FORM INSTRUCTIONS

These instructions correspond to the fields in each section of the ACH Authorization Form.
Please read and follow these instructions to ensure your forms are filled out correctly.
If you have any questions regarding this form, call PARSONS at 1-888-656-6867

PLEASE PRINT CLEARLY OR TYPE. INCOMPLETE OR ILLEGIBLE FORMS WILL DELAY PROCESSING OF YOUR APPLICATION.

SECTION ONE	Station Information	a. Enter information for the Station that will utilize this ACH Authorization Form
	Private Inspection Facility (PIF) Number	Enter the State assigned license number.
	Business Name	Enter the Business name as it appears on your Private Inspection Facility Enrollment Form.
	Business Address	Enter the Business address as it appears on your Private Inspection Facility Enrollment Form
	Billing Contact	Enter name of contact who handles banking transactions for the Station.
	Billing Contact Phone and Fax	Enter the phone and Fax number of Station Contact listed above, including the area code.
	Billing Contact Email	Enter the email address for the Contact person listed above.
SECTION TWO	Account Information	Enter information about the account to be debited for Program Management Fees
	Bank Name	Enter the name of your financial institution.
	Name on Account	Enter the name the account is listed under.
	ABA/Routing Number	Enter the ABA/Routing Number found on your check. The ABA/Routing Number is a nine digit number printed near the bottom on the left side of your check, contained between the Routing Number Symbols: @ Example: @ 123456789 @
	Account Number	Enter the Account Number found printed near the bottom of your check, beside the ABA/Routing Number. The Account Number is the 4-17 character number followed by the Account Number Symbol: # Example: 012345678 #
SECTION THREE	Signature And Terms And Conditions Agreement	The person who completes and signs this Section must have the authority to legally bind the Station and to authorize ACH transactions on the Station's behalf. Once this Authorization Form is signed, the owner of the Station is legally responsible for paying all PARSONS Service charges incurred by this Station.
	Authorized Signature	A person who is authorized to legally bind the Station and can commit the business for the cost associated with using the PARSONS Services must sign here.
	Date	Enter the date of the signature of the authorized person who signed in this section.
	Printed Name	Clearly print the name of the authorized person who signed in this section.
	Title	Print the title of the authorized person who signed in this section.
	Phone	Enter the phone number and extension of the person who signed in this section.
	Email Address	Enter the email address for the Authorized Signer.

Mail completed enrollment form, ACH authorization form, and voided check to the following address:

PARSONS, Attn: Station Enrollment, 3100 Princeton Pike Bldg 2, Floor 3 Lawrenceville NJ 08648.

**PLEASE REMEMBER TO ATTACH A VOIDED CHECK
TO YOUR ACH AUTHORIZATION FORM.**

Welcome to the NJ2009 Inspection Program

Contract Booklet

Enrollment Instructions
Please read carefully and follow all instructions to avoid delays.

IMPORTANT

- **A separate agreement and signed forms are required for each NJ2009 Unit.**
- **You will be signing legal contracts. Read them carefully before signing.**
- **ALL SALES ARE FINAL. NO REFUNDS.**
- **Save this Contract Booklet for future reference.**

This Enrollment Package includes:

1. This Contract Booklet contains ONLY the Station participation agreement (SPA) for current PIFs only.
 Part 1 - Station Participation Agreement (SPA) Allows you to participate in the New Jersey Motor Vehicle Inspection System (NJMVIS) which gives you access to a variety of valuable services, and establishes your legal relationship with Parsons.
2. NJ2009 Station Enrollment Form
3. NJ2009 Signature Page
4. NJ2009 ACH Authorization Form

How to complete these Contracts: pay for your NJ2009 Unit, and sign up for NJMVIS Services

Step 1	Read all pages of this Enrollment Package. Understand your obligations and rights.
Step 2	It is VERY important that you read and understand this Contract Booklet and sign where indicated.
Step 3	Carefully complete the NJ2009 Station Enrollment Form
Step 4	To complete your enrollment, mail us the following: <ul style="list-style-type: none"> ➤ NJ2009 Station Enrollment Form – completed; NJ2009 Signature Page AND NJ2009 ACH Authorization Form with voided blank check attached

Parsons
 3100 Princeton Pike, Building 2, Floor 3, Lawrenceville, NJ 08648
 Help Desk: 888-665-2009 (888-6NJ-2009)

The AGREEMENTS

Station Participation Agreement (“SPA”)

Authority

The State of New Jersey has entered into a contract with Parsons Commercial Technology, Inc. (the “Contract”) wherein Parsons, will offer the services provided for in this Agreement under the terms and conditions specified herein (the “Services”). To participate in the New Jersey Motor Vehicle Inspection System (NJMVIS), licensed inspection stations (the “User”) MUST use the Services. This Agreement describes the terms and conditions under which the Services will be provided.

Break/Fix Services (“B/F Services”) will be paid for by the User through a monthly maintenance fee charged for each NJ2009 Unit configuration including applicable options.

**Sections of this
“SPA”**

What’s Covered in this “SPA”*

Terms and Conditions	This section describes important terms and conditions of our relationship, such as: <ul style="list-style-type: none"> ✓ Permission for us to access your NJ2009 Unit for inspection and repair ✓ Your obligations to keep your NJ2009 Unit in a safe and secure operating environment, and to properly use and maintain it ✓ How to get assistance from the NJ2009 Help Desk ✓ Limited warranty and limitations of liability ✓ Payment terms and conditions ✓ Additional Provisions
Network Services	This section describes the services and rules (including payment rules) that allow connection of your NJ2009 Unit to the Network and to MVC. You must provide and pay for a Local Area Network (LAN) internet connection for the NJ2009 Unit to connect to the Network. You must have ALL of these NJMVIS Network Services to participate in the NJMVIS program.
Break/Fix (“B/F”) Services	Maintenance and repair services (referred to as “Break/Fix” or “B/F” Services) are provided to support your NJ2009 Unit. This section describes: <ul style="list-style-type: none"> ✓ what’s covered and what isn’t ✓ the types of B/F Services available to you ✓ repair or replacement obligations ✓ annual consumables provided at no cost to you and expected usage rates ✓ your obligations to provide access and assist with repairs or replacements ✓ prohibition against misuse of your NJ2009 Unit ✓ our commitment to respond to B/F Service requests or pay a penalty ✓ Additional Provisions

*The summary descriptions above are for information purposes only and do not constitute the agreement or affect or modify the agreement between the parties. The actual agreement is contained in the following pages.

TYPES OF SERVICES PROVIDED

Parsons directly and/or through subcontractors and suppliers will provide the following services:

- **B/F Services** - Provides hardware and software Break/Fix Services to Users in order to keep NJ2009 Units in good working order;
- **Other** - certain other hardware, software and service options available to NJMVIS Users.

“SPA” TERMS AND CONDITIONS

General Provisions

1. DEFINITIONS

- b. **Agencies** – The collective term referring to the New Jersey Motor Vehicle Commission (MVC) and the New Jersey Department of Environmental Protection (DEP).
- c. **Components** – Parts of the NJ2009 Unit, hardware or software.
- d. **CRC** – Customer Replaceable Component is a Component of the NJ2009 Unit that is to be installed by User (e.g., keyboard).
- e. **ITP** – Inspector Training Program.
- f. **Contract** – The Prime Contract between the State of New Jersey and Parsons Commercial Technology for the Services necessary to manage the NJMVIS program.
- g. **Inspector** – a person who has successfully completed training under the ITP program, is an MVC-licensed inspector in good standing, and is authorized by the User of the NJ2009 Unit to operate and maintain User’s NJ2009 Unit. Pursuant to MVC Regulations can only perform inspections on vehicles they are licensed to inspect.
- h. **NJMVIS** – New Jersey Motor Vehicle Inspection Services.
- i. **NJ2009 Unit** – The inspection system approved by the Agencies and purchased by User, to be used exclusively for approved functions associated with the NJMVIS.
- j. **Operator** - A person authorized by User to operate the NJ2009 Unit to conduct inspections under the NJMVIS and who has completed the ITP NJ2009 Unit operator training and passed the certification exam required by MVC.
- k. **Operator Manual** – A written document (also available on the NJMVIS website) provided with the NJ2009 Unit. The Operator Manual contains instructions for NJ2009 Unit setup, installation, operation, maintenance, troubleshooting and requesting Services. The Operator Manual may be changed, amended or added to from time to time in the sole discretion of Parsons and/or at the direction of the Agencies, and all such changes, amendments and/or additions thereto shall be communicated to User by means of the NJMVIS Website or otherwise at Parsons discretion. User accepts all responsibility for maintaining an up-to-date Operator Manual.
- l. **Parsons** - The collective term referring to the prime contractor, Parsons Commercial Technology Group Inc.
- m. **Services** – The combination of Parsons provided B/F Services, and other services. Services other than Network Services will be provided Monday through Friday with limited hours on Saturdays (8AM – 12PM), excluding the following annual holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas (“Holidays”). Parts Replacement B/F Services will be provided from 7:00 a.m. to 5:00 p.m. local time, Monday through Friday and Saturdays from 8AM to 12PM, excluding Holidays.
- n. **Site Contact** – Designated User personnel who will accept delivery of the NJ2009 Unit or related equipment, and will authorize Parsons field installation technicians or other repair personnel at User site with full authority to authorize and accept B/F Services.
- o. **Specifications** – The Agencies-approved written description of the physical, operational and performance features of the NJ2009 Unit and the Parsons NJMVIS Network.
- p. **User** – A NJ Motor Vehicle Commission (“MVC”) licensed vehicle inspection station participating in the NJMVIS.

2. TERM OF AGREEMENT

This Agreement shall commence on the date of execution of the Agreement by User however, the actual provision of Services hereunder shall commence on the date MVC activates the NJ2009 Unit and is ready for official testing. This Agreement shall remain in effect until the occurrence of

any of the following (in all cases User shall pay Parsons for all Services rendered prior to the date of termination):

- a. breach or default of this Agreement by User;
- b. the date of the expiration, termination or cancellation of the Contract;
- c. the User terminates its participation in the NJMVIS or its participation is terminated by MVC or Parsons; or

3. AGREEMENT COVERAGE

This Agreement provides for the connectivity and maintenance support of one (1) NJ2009 Unit. **A separate Station Participation Agreement is required for each additional NJ2009 Unit purchased by User.** Each NJ2009 Unit, in order to qualify for the Services hereunder, shall be used by User and the Operator(s) solely for NJMVIS related business, professional or trade purposes only, and not for any personal, family or household purposes.

4. TRANSFERABILITY

Ownership of the NJ2009 Unit may be transferred. However, the Agreement and the services to be provided hereunder are not transferable. In the event that the User transfers ownership of the NJ2009 Unit to another party, this agreement shall automatically terminate and such New Owner shall be required to execute a new Station Participation Agreement on the same terms and conditions as contained in the Agreement between the Transferring Owner and Parsons (and have an approved station license with the MVC) in order to participate in the NJMVIS. A reconnection fee may apply and Parsons reserves the right to inspect the NJ2009 Unit prior to reactivation. The Transferring Owner shall pay Parsons for all services rendered to the Transferring Owner prior to Parsons being notified in writing of the transfer of ownership of the NJ2009 Unit. However, Parsons shall have the right to transfer this Agreement and associated services to the State of New Jersey.

5. ADVERTISING AND PROMOTION

User agrees not to use the name of Parsons or any of its subcontractors, suppliers or vendors in any advertising, promotion or publicity, without Parsons prior written consent. However, User agrees to provide adequate space to distribute program sanctioned materials to its customers as needed. In addition, User agrees to distribute other environmental and/or vehicle safety information as required by MVC.

6. NJ2009 UNIT UPGRADES

Parsons, with the approval or at the direction of MVC may from time-to-time require hardware or software upgrades in order to improve NJ2009 Unit efficiency, reliability, utility, maintainability, functionality or other. In such cases, User agrees to cooperate promptly and fully with Parsons in the installation of any such upgrades, including but not limited to installing new hardware and installing new software via a download from the Network and/or the Internet and/or installation of software from an electronic medium such as a CD. Failure to cooperate and successfully complete such upgrades in a timely manner will result in suspension or termination of Services hereunder.

7. NJ2009 UNIT OPERATING ENVIRONMENT

User agrees that only qualified Operators will be allowed to use the NJ2009 Unit. User agrees to provide and maintain through the term of this Agreement a safe and secure operating environment for the NJ2009 Unit. Correct operation and maintenance procedures are described in the Operator Manual. Any misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by User will result in termination of Services. User shall: ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of Services; inform Parsons in advance in writing of any known actual or potential hazards or dangers not found in a normal motor vehicle repair shop operating environment that may affect Parsons provision of Services at User’s site, including, for example, presence or risk of radiation, toxic or noxious or explosive materials, environmental pollution or poisons; and, fully exercise all of User’s rights and discharge all of its liabilities and/or comply under any relevant contract with a third party and/or at law.

8. NJMVIS HELP DESK ASSISTANCE – TOLL FREE 888-6NJ-2009 (888-665-2009)

The Parsons Help Desk is designed to assist User with: the initial setup and installation of the NJ2009 Unit, including troubleshooting the NJ2009 Unit; ordering replacement Components; ordering optional equipment, consumables and Services that may be offered by Parsons from time-to-time; and, answering User questions relating to the Equipment Services hereunder. Help Desk hours are Monday through Saturday 7 AM to 5 PM, except for Holidays. The hours of the NJMVIS Help Desk operations may change from time-to-time with MVC approval.

9. PARSONS SUBCONTRACTORS

Parsons may use subcontractors and/or other suppliers to perform certain work hereunder. User agrees to provide Parsons subcontractors with the highest levels of cooperation hereunder and understands that such subcontractors are acting under the NJMVIS. Parsons may delegate the performance of all or part of the Services to an agent or subcontractor, and User authorizes Parsons to disclose to the agent or subcontractor all information necessary for such performance. In the event that User has any questions or concerns regarding the actions or inactions of subcontractors hereunder, User shall direct such questions to the NJMVIS PIF Help Desk for resolution.

10. NJ2009 UNIT MAINTENANCE

All deliveries of replacement Components or upgrade Components, unless otherwise agreed to in writing by Parsons, will be "inside deliveries" and will require acceptance and signoff by the User's designated Site Contact or backup Site Contact. Unless properly used for return of a Component to Parsons, removal and disposal of packing materials for Components are the responsibility of the User. Disposals by User of old equipment and packing materials for the NJ2009 Unit shall be in compliance with all local, state and federal laws, regulations and guidelines.

The User shall: (a) ensure that sufficient information, instructions and documents are given in due time to Parsons to enable the Services to be performed; (b) procure all necessary access by Parsons to the premises where the Services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the Services; and (c) supply any required special equipment and all User personnel necessary for the performance of the Services.

11. LIMITED WARRANTY

Parsons warrants that the Services provided under this Agreement shall conform to the Specifications. This limited warranty includes only the repair or replacement (at Parsons sole discretion) of Components of the NJ2009 Unit in accordance with the B/F Services descriptions and limitations contained herein, accomplished (at Parsons sole discretion) by dispatch of Components to User location for installation by User.

REPAIR OR REPLACEMENT OF A FAULTY COMPONENT THAT RESTORES THE NJ2009 UNIT TO OPERATING CONDITIONS PURSUANT TO THE SPECIFICATIONS SHALL CONSTITUTE FULFILLMENT OF ALL LIMITED WARRANTY OBLIGATIONS HEREUNDER ON THE PART OF PARSONS. ANY MODIFICATIONS TO THE NJ2009 UNIT THAT ARE NOT PROVIDED FOR AND APPROVED BY PARSONS, ANY AUTHORIZED UPGRADES NOT INSTALLED BY USER IN A TIMELY MANNER, OR USE OF THE NJ2009 UNIT FOR ANYTHING OTHER THAN THE NJMVIS SHALL VOID ALL WARRANTY OBLIGATIONS. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR ANY PARTICULAR PURPOSE. PRODUCTS AND/OR SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS – WITH ALL FAULTS."

Parsons obligation to repair or replace Components under the Limited Warranty will not apply to the extent that there has been misuse (including but not limited to use of any NJMVIS Unit capacity or capability not expressly authorized by Parsons, accident, modification, including, without limitation, unauthorized installation on the NJ2009 Unit of features, devices, parts, options, software, alterations, components and/or attachments or the like not authorized and provided by Parsons in connection with the NJMVIS) unsuitable physical or operating environment, operation in other than the specified operating environment, improper maintenance by User, Loss (defined below), and/or failure caused by a product for which Parsons is not responsible hereunder. With respect to the NJ2009 Unit, the Limited Warranty is

voided by unauthorized removal or alteration of the NJ2009 Unit or Components identification labels. To regain Limited Warranty status, the NJ2009 Unit must be restored to proper configuration and operating condition which may require replacement of Components and/or an on-site inspection by Parsons – all at the expense of the User. Components and/or an on-site inspection by Parsons – all at the expense of the User.

Items Not Covered by Warranty

Parsons does not warrant uninterrupted or error-free operation of the Network and/or the NJ2009 Unit or of any other product or Services hereunder or that Parsons will correct all defects. Parsons will from time-to-time identify hardware and/or software that it does not warrant hereunder.

Unless Parsons specifies otherwise in writing, Parsons gives **NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED**, for any non-Parsons goods or services. However, non-Parsons manufacturers, developers, suppliers, or publishers may provide their own warranties to User. Warranties, if any, for non-Parsons goods or services may be found in their license or purchase/sale agreements.

12. SEVERABILITY

If any provision of this Agreement or the application of this Agreement to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, that judgment shall not impair or invalidate the remainder of this Agreement.

13. TERMINATION FOR CAUSE

User understands and agrees that, should User fail to abide by the terms of this Agreement, Parsons shall have the right to terminate Services hereunder. Should termination be for reasons other than non-payment of an invoice, Parsons shall provide a written explanation within 10 days of the termination. The User further agrees that the User is responsible for all provisions under this Agreement including monthly maintenance fees even if the User's Vehicle Inspection license has been suspended for any reason. The User further agrees that this Agreement shall terminate if the User's Vehicle Inspection license has been revoked for any reason by MVC.

14. UNAUTHORIZED USE

Should any unauthorized person gain access to User's NJ2009 Unit, User will notify the Parsons Help Desk immediately.

15. SECURITY

User agrees that it is responsible for any and all NJ2009 Unit and/or Network access and security controls and tools (such as passwords and/or biometric requirements), and that such controls and tools shall not be shared and shall be kept secure. User's NJ2009 Unit transactions that are erroneous, fraudulent, and/or unauthorized are the sole responsibility of User and User shall promptly pay all fees as set forth herein.

16. PAYMENT OF BREAK FIX SERVICES FEES

Parsons will require a monthly fee, paid via ACH, for its Break/Fix ("B/F") Services (described below) the amount of which is based upon the NJ2009 Unit configuration purchased. The monthly fee will be deducted on the fifth business day of every month and will continue during the term of any program suspension and/or lockouts assessed by the MVC or Parsons. If the 5th of the month is a weekend or holiday, Parsons will deduct the B/F Service fee on the next business day. Parsons will only accept ACH payment for B/F Service fees hereunder as Parsons will not send User a monthly Invoice for B/F Service Fees unless the User is a Federal, State or Municipal entity and alternative payment provisions are agreed to between User and Parsons. Users must provide an active bank account with sufficient funds available for Parsons to access for payment of the monthly B/F Service Fee via ACH. If Parsons is unable to perform all or part of the Services for any cause whatsoever outside Parsons' control including an event of force majeure (defined below) or if User fails to comply with any of its obligations hereunder, Parsons shall nevertheless be entitled to payment for all Services rendered and late charges incurred hereunder.

17. INVOICES AND DISPUTE PROCESS

Parsons will invoice/charge User if 1) User purchases additional components (i.e. cables, spare parts, etc...) and/or 2) a component has been damaged through the fault of the User and is outside of the B/F warranty (described below). The amount set forth on any Invoice which is not paid within thirty (30) days of the date set forth on the Invoice shall be considered late, and will be subject to late charges of 1.5% per month from the date of the Invoice. In the event the due date of an Invoice falls on a

weekend or holiday, the next business day shall be the due date. In the event of late or non-payment of an Invoice, Parsons shall have the right to terminate Services and access to the Network. Parsons may (but is not obligated to) provide written or other notice to User of such suspension or termination. User shall not retain or defer payment of Invoice amounts or late charges due to Parsons on account of any dispute, counterclaim or set off which it may allege against Parsons hereunder. Parsons may elect to bring action for the collection of unpaid fees and late charges in any court having competent jurisdiction. User shall pay all of Parsons collection costs, including attorneys' fees and related costs. In the event of a dispute concerning an Invoice, User shall notify Parsons in writing at the address listed above. If User does not give Parsons written notice of a dispute within forty five (45) days from the date of the Invoice, such Invoice shall be deemed undisputed and binding on User. User shall be responsible for paying any undisputed Invoice amounts by the required payment due date

18. FAULTY PAYMENT

User agrees that there will be a \$50 fee for each instance of B/F Service Fee and/or Invoice payments dishonored due to insufficient funds or otherwise. Failure to pay any outstanding B/F Service Fee (plus the \$50 fee) may result in User's disconnection from the Network and/or may result in a termination of Services. Failure to pay the outstanding Invoice amount (plus the \$50 fee) immediately upon notification by Parsons may result in the termination of Services and/or User's disconnection from the Network. With the prior consent of MVC, Parsons reserves the right to change this faulty payment fee from time to time during the term of this Agreement.

19. ADDRESS CHANGE AND TRANSFER OF USER ACCOUNT

User shall notify the MVC and Parsons immediately in writing of any address change or departure from the User address listed above in this Agreement. This includes any changes to any information provided by User (including, without limitation, telephone or fax numbers, email address, Site Contact name(s), billing address, etc.). Only User or an authorized representative of User can make changes to User's account information. User accounts are not transferable to other parties without the prior written consent of the MVC. Any attempt to transfer a User account without advance written consent of the MVC shall at the sole option of the MVC automatically terminate this Agreement.

20. MVC ADMINISTRATIVE ACTION

User understands that MVC may suspend or terminate User's NJ2009 Unit and/or User's right to Services hereunder as a result of administrative action, which will prevent the User NJ2009 Unit from connection to the Network and thus prevent User's conducting of vehicle inspections. A suspension or termination of Services at the request, direction or instruction of MVC shall not under any circumstances be deemed a breach of this Agreement by Parsons, nor shall Parsons have any liability or responsibility whatsoever to User for such suspension or termination. When the message on User's NJ2009 Unit screen indicates the following: SERVICE SUSPENDED [OR INTERRUPTED] BY MVC, (or other similar message), User shall immediately contact MVC for further information and must continue to pay all monthly Break/Fix fees and outstanding invoices.

21. KEEPING NJ2009 UNIT OPERATIONAL

Parsons provides certain Services to keep User's NJ2009 Unit in, or restore it to, conformance with Specifications. **Successful Services hereunder: (a) depend on the full, complete and accurate cooperation of the NJ2009 Unit User and/or Operator and (b) require that the User and/or Operator properly care for and maintain the NJ2009 Unit, and when necessary, perform certain troubleshooting functions. User agrees to use its BEST EFFORTS to successfully take and complete all troubleshooting actions.** Troubleshooting actions by the User consist of: First, referring to the then most current Operator Manual and following the instructions in the "Troubleshooting" section. Second, and in the event User is unable to correct a problem by using the Operator Manual, User can call the NJMVIS Help Desk at the number set forth in the Operator Manual or the number available on the NJMVIS Website for further assistance. When calling the Parsons Help Desk for Trouble Shooting assistance, User must have the Operator Manual and the NJ2009 Unit available during the call.

22. SERVICES REINSTATEMENT INSPECTION

In the event Parsons or MVC suspends or terminates Services for any reason, Parsons reserves the right to inspect the NJ2009 Unit prior to any reinstatement of User to the NJMVIS for a fee.

23. LIMITATION OF LIABILITY: INDEMNIFICATION OF PARSONS BY USER

Parsons is neither an insurer nor a guarantor and disclaims all liability in such capacity. Users seeking a guarantee against Loss (defined below) or damage should obtain appropriate insurance including appropriate garage keepers insurance. Parsons shall not be liable for any delayed, partial or total non-performance of any Services arising directly or indirectly from any event outside Parsons control, including any event of force majeure (defined below) or failure by User to comply with any of its obligations hereunder. The liability of Parsons in respect of any claim including, without limitation, claims based on breach of warranty, breach of contract, negligence or strict liability in tort) for loss, damage or expense of any nature and howsoever arising hereunder shall in no circumstances exceed a total aggregate sum equal to the amount of fees paid hereunder by User for the twelve (12) months prior to the date of the claim. Parsons shall have no liability for any indirect, incidental or consequential damages or loss (including, without limitation, loss of profits, loss of use, loss of goodwill, economic or special damages). In the event of any claim, User must give notice to Parsons within 30 days of discovery of the facts alleged to justify such claim and, in any case, Parsons shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one (1) year from: (a) the date of performance by Parsons of the Service which gives rise to the claim; or (b) the date when the Service should have been completed in the event of any alleged non-performance. All limitations of liability hereunder shall apply hereto even if this Agreement is found by a court of competent jurisdiction to fail of its essential purpose. User shall hold harmless and indemnify Parsons and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature arising from the actions or inactions of User and any of its personnel, inspectors, Operators, agents, representatives and/or subcontractors, including all legal expenses and related costs, howsoever arising. The User will hold the State harmless against any personal injuries or breach of contract claims or other claims brought by any Inspection Station, or its employees, officers or agents, or any other person, and arising out of the Contract.

24. GOVERNING LAW

All disputes arising from the provision of Services or related to this Agreement shall be governed by the substantive laws of the State of New Jersey exclusive of any rules with respect to conflicts of laws.

25. FORCE MAJEURE

In addition to the provisions of the Terms and Conditions, an event of force majeure may include, but is not limited to, acts of God or a public enemy, wars, fires, terrorism, floods, explosions, epidemics, quarantine restrictions, strikes, labor disputes, unforeseen freight embargoes, or unusually severe weather; any law, order or regulation of the United States Government or of any government having jurisdiction or of any agency, commission, court or other instrumentality of any one or more of such governments (excluding regulations which may be promulgated by the Agencies of the State of New Jersey pertaining to the NJMVIS Program), national emergencies; cable cuts; acts of the local telephone exchange company; or acts of any other third party not under Parsons' reasonable control. Each party shall be responsible for its own costs incurred as a result of the force majeure event. Force majeure shall not apply to the payment of money owed under this Agreement. Force majeure shall not cause User to transfer to Parsons any expense or risk of loss. Neither party shall have any claim to damages against the other resulting from delays or non-performance caused by force majeure.

26. ENTIRE AGREEMENT

This Agreement, which includes all of the terms and conditions hereof, and all exhibits, riders or other documents attached hereto (if any), is the exclusive and final statement of the terms and understandings relative to the subject matter hereof, merging herein and superseding all negotiations and prior written or oral agreements between the parties as to the subject matter of the purchase of products or services hereunder. There are no promises, representations or understandings made in connection with this Agreement or contemporaneous with the execution hereof, except as set forth in this Agreement.

27. USER SITE ENVIRONMENT

User must ensure that its site and/or station environments, including the location of the NJ2009 Unit(s), must meet reasonable safety and serviceability requirements as a condition precedent to Parsons obligation

to provide Services. Parsons shall have the right to deny the provision of B/F Services hereunder in the event the NJ2009 Unit is in an environment not deemed to be in acceptable condition, until the User corrects the problems. If the User intends to change its current Station License Class, inspection bay location, or keep an in-ground dynamometer in the inspection bay, User MUST request from and receive approval by MVC.

28. ARBITRATION DISPUTE RESOLUTION

Should a dispute arise between Parsons and User, the parties shall use the following procedures as a condition precedent to either party pursuing other available remedies:

1. The parties agree to make a good faith effort to mutually resolve any dispute as quickly as practicable.
2. If, however, the parties have not so resolved the dispute, the parties' representatives shall submit the dispute to one of their senior-level executives (including Presidents, Executive Vice Presidents, Senior Vice Presidents, and Chief Financial Officers) for review and simultaneously notify the other party in writing thereof. A meeting shall be held within ten (10) business days after such notice of submission attended by such senior-level executives of the parties and any necessary representatives to attempt in good faith to negotiate a resolution of the dispute.
3. If, within ten (10) business days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, either party may request the dispute be settled by arbitration conducted within the State of New Jersey and in compliance with American Arbitration Association procedures and shall be conducted by a single arbitrator, licensed to practice law within the State of New Jersey
 - a. If the dispute is arbitrated, the award of the sole arbitrator shall be conclusive and binding upon the parties, subject to the provisions of the New Jersey General Laws relating to arbitration. The arbitrator may fix and assess expenses of the arbitration against either or both parties.
 - b. Judgment upon the arbitration award rendered by the arbitrator may be entered in a court of competent jurisdiction.
 - c. The final judgment of the Court (after all appeals have been finally determined or the time for appeal has expired, without an appeal having been made) or in absence thereof the decision of the arbitrator with respect to any dispute shall be binding on Parsons or the User.
4. The rights and obligations of the parties under this provision shall survive completion or termination of this Agreement.

29. COMPLIANCE WITH LAWS AND REGULATIONS

Users hereby agree to comply with all applicable Motor Vehicle Inspection laws and regulations. The User is responsible for adequately supervising and monitoring inspections to prevent improper inspections and procedures.

User's and inspectors must adhere to MVC regulations failure to adhere to such regulations may lead to MVC revoking, suspending, or refusing to renew the User's license to perform inspections. In addition to being subject to inspection license actions under MVC regulations, Users are subject to civil or administrative penalties or fines or imprisonment under

The data entered into the workstation for each inspection constitutes a record submitted to the Department. Users and inspectors submitting false, inaccurate, incomplete or misleading statements when completing an inspection are subject to civil or administrative penalties or fines or imprisonment under MVC regulations.

30. DATA CONFIDENTIALITY

User hereby agrees to keep all motorist information confidential. Disclosure of any personal information is in violation of the Driver Privacy Protection Act, 18 U.S.C. § 2721, including any applicable amendments and any related state laws and is grounds for immediate revocation of the User's Station License and User may be subject to further legal action as allowed by law.

31. DISCRIMINATORY PRACTICES

The User shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment, including, but not limited to: the Americans with Disabilities Act, 42 U.S.C. § 12101, 28 CFR Part 35; 29 U.S.C. § 791, et seq.; and any amendments to these provisions. Furthermore, the User agrees that it shall not discriminate against any qualified employee engaged in the performance of work under the Contract

or any applicant for employment, because of race, color, national origin, ancestry, age, sex, religion or handicap. This provision shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, advertisement, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

32. SUSPENSION/LOCKOUT PROVISIONS

During the term of this Agreement, the MVC and/or Parsons, under direction and approval of the MVC, reserve the right to enforce the rules of the NJMVIS Program by means of 1) NJ2009 Unit Lockouts, 2) Suspension of User Inspection Privileges, and/or 3) Revocation of User's Station License. Only the MVC can suspend or revoke the User's inspection privilege. The length of any such corrective action will be the sole decision of the MVC and/or its Administrative process. Parsons can lockout stations for failure to pay invoices, insufficient funds through the ACH or other breach of the terms of this Agreement. Any such lockout will be released upon payment of outstanding balances (including any administrative fees) and/or resolution of the Agreement breach, to the satisfaction of the MVC and/or Parsons.

33. QUALITY ASSURANCE RESPONSIBILITIES

Parsons and/or the MVC may suspend or terminate operations of any NJ2009 Unit and take any other appropriate action if the Parsons or the MVC determine that any NJ2009 Unit is either 1) defective or 2) improperly operated. It is the responsibility of the User to ensure all Inspections are performed using properly calibrated and correctly functioning NJ2009 Units.

Network Services Overview

User assumes full responsibility for all connection charges resulting from User's operation of its NJ2009 Unit and its connection to the Network (the "Connection Charges"), and agrees to follow all rules of Network use specified in your agreement with Parsons so that the NJ2009 Unit can connect to the Network. The Enrollment Agreement must be executed separately and is not part of this Station Participation Agreement.

Break/Fix Services

34. B/F SERVICES - OVERVIEW

Break/Fix Services (B/F Services) will be provided to User and are described in this section of the Agreement. These B/F Services are available for the NJ2009 Unit used solely for NJMVIS-related business,

These sections explain the Break/Fix services available to you

professional or trade purposes, and not for personal, family or household purposes. All references in this Agreement and/or in the Operator Manual and/or on the NJMVIS Website to "repair" and/or to "maintenance services" (or the like) shall be the B/F Services described herein.

Parsons and/or its subcontractors will provide B/F Services for the NJ2009 Unit and Components provided by Parsons and/or its subcontractors to the User under the NJMVIS. Prior to placing a B/F Services call to the NJMVIS Help Desk, User, its Operator(s) and its other personnel, are solely responsible for following every manufacturer's guideline or instruction pertaining to: (a) User or Operator responsibilities; (b) maintenance procedures; and (c) supplies.

35. B/F SERVICES COVERAGE

Parsons will inform User of the date on which B/F Services will be deemed effective. Such effective date will follow successful installation and setup by User and/or Parsons personnel of the NJ2009 Unit at its facility named above and the NJ2009 Unit's successful initialization by MVC. Parsons reserves the right to inspect the NJ2009 Unit at User's facilities at any time during normal business hours after the Operational Start Date. If the NJ2009 Unit is not in acceptable condition for B/F Services, User shall have it restored to such condition and there will be a charge from Parsons for such restoration.

36. TYPES OF B/F SERVICES

Parsons repair or exchange a faulty Component of the NJ2009 Unit. Parsons agrees to ship or deliver a replacement Component for the NJ2009 Unit after completion (with User participation) of the troubleshooting process and the Parsons issuance of an authorization for replacement. When Parsons requires User delivery of a failing Component to a service center, User shall ship it (at Parsons expense) suitably packaged per Parsons instructions to the service center Parsons designates. Provided User follows such instructions, Parsons is responsible for loss of, or

damage to, the Component while in transit. In the event a repair requires on-site access to a NJ2009 Unit and/or Components (gas analyzer and/or diesel configurations), User must grant access to Parsons or its subcontractor for B/F Services during normal business hours. Normal business hours for access to NJ2009 Units are defined as Monday – Friday from 7am to 5pm and limited Saturday hours excluding Holidays.

37. USER RESPONSIBILITIES AND RETURNING COMPONENTS

User and/or the Site Contact shall execute Parsons or its subcontractors' Site Signoff documents (or the like) upon completion of any on-site Services provided hereunder. Some Components of the NJ2009 Unit are Customer Replaceable Components (CRCs). User agrees to return any identified defective CRC as directed by Parsons within 3 days of User's receipt of the replacement CRC. Failure to return the defective CRCs (or any part of the defective CRCs) within the required time frame may result in the User being charged for the replacement cost of the non-returned CRC component as outlined in Section 41, and the costs for shipping the replacement Component from Parsons to User.

38. NO PROBLEM FOUND AND DAMAGED COMPONENTS

No Problem Found:

In the event User obtains authorization from Parsons to return a suspect faulty Component of the NJ2009 Unit to Parsons under the Break/Fix service, and upon receipt of the suspect Component Parsons determines there is NO PROBLEM with the suspect Component, Parsons may invoice the User for the costs of shipping both the suspect Component to Parsons and the replacement Component to User. User understands that User then shall own the new replacement Component shipped to User, and the NO PROBLEM found Component shall become the property of Parsons.

Damaged Components:

In the event User obtains authorization from Parsons to return a suspect faulty Component of the NJ2009 Unit to Parsons under the Break/Fix service, and upon receipt of the suspect Component Parsons determines that the suspect component has been damaged (or misused) by the User, Parsons may invoice the User for the costs of shipping/delivering both the suspect Component to Parsons and the replacement Component to User, as well as the cost of a replacement Component as outlined in section 41 below. User understands that User then shall own the new replacement Component, and the damaged Component will become the property of Parsons to be properly disposed of by Parsons.

In the event User disagrees with the finding by Parsons that the User damaged or misused the Component, User may contact the MVC for assistance.

Delays caused by User's inability to receive replacement component delivery at a User site, Site Contact, designated work area, loading dock, elevator, locked equipment or the like will also result in the NJ2009 Unit not becoming operational. Parsons shall be relieved of its obligation to provide for the restoration of the NJ2009 Unit and Components, until the next business day and shall have no liability whatsoever for the lack of use of the NJ2009 Unit or access to the Network by User in the interim.

39. REPLACEMENTS UNDER THIS AGREEMENT

Since the B/F Services involve the exchange of a faulty NJ2009 Unit Component, the item replaced and returned to Parsons shall no longer be the property of User, but the replacement hardware Component becomes the property of User, at no additional cost. User represents and warrants that all items or Components removed from the NJ2009 Unit shall be the same as those delivered to User. Replacement items or Components may not be new, but will be in good working order and functionally equivalent to the item(s) replaced.

Before Parsons replaces a defective Component of the NJ2009 Unit, User agrees to remove all features, parts, options, alterations, and attachments that were not part of the NJ2009 Unit when it was first delivered to User. User shall also ensure that the item is free of any legal obligations or restrictions that prevent its replacement or exchange.

User is responsible for downloading designated code and software updates from the Parsons Network or from other electronic media, and following the instructions provided.

40. MISUSE, ACCIDENT, LOSS NOT COVERED BY B/F SERVICES

User understands that NJ2009 Units or Components thereof that do not function properly as a result of theft, misuse (including, without limitation, the timely installation of upgrades by User as required by Section 6 above), accident, damage, loss, modification, unsuitable physical or operating environment or improper maintenance by User or others, or other actions or inactions of the User ("Loss") are NOT covered under the B/F Services described in this Agreement. Accordingly, in such event where B/F Services do not cover malfunctioning NJ2009 Units or their Components due to Loss, Parsons will sell replacement Components to User at rates contained herein. User may contact the Parsons Help Desk for further information and price lists hereunder in the event B/F Services do not apply to a malfunctioning NJ2009 Unit or Component as set forth herein.

Workstation Components	Cost
Lenovo PC, MX Xpe	\$1,161.68
Lenovo USB Keyboard	\$94.77
Lenovo USB Mouse	\$77.22
ViewSonic 15" TFT Display	\$374.63
HHP Linear Barcode Scanner (4600)	\$448.88
Vetronix OBD-II Interface Cable Kit	\$594.59
Vetronix OBD-II 16' Cable to DLC	\$65.55
Vetronix Cable to PC	\$20.42
Lexmark Printer	\$380.03
Authentication Device – Secu Gen	\$249.48
Custom Workstation Cart (plus shipping) *	\$1,265.63

41. ITEMS COVERED UNDER B/F SERVICES

B/F Services cover the following NJ2009 Unit Components:

- a. The PC unit including memory, hard drive and CPU;
- b. The keyboard, mouse, display and interconnecting cables;
- c. fingerprint scanner (if applicable) and the printer;
- d. OBDII equipment and associated components.

All monthly maintenance fees must be paid by the User for the duration of the Program (unless mutually agreed by the Parties). All monthly maintenance fees must be paid for by the User during any MVC or Parsons directed suspension or lockout. Sales tax is not included below but is mandatory on maintenance fees and equipment sales. The monthly cost for the B/F Service Fee for each equipment configuration is as follows:

Workstation Configuration	Monthly Cost
NJ2009 PIF Stationary Base Workstation (OBD Only Class I & IF)	\$ 72.54

42. ITEMS NOT COVERED UNDER B/F SERVICES

B/F Services do not cover the following:

- a. NJ2009 Unit Components damaged by Loss (defined above), misuse, accident, unauthorized modification, unsuitable physical or operating environment, maintenance by an unauthorized party);
- b. NJ2009 Units with removed or altered NJ2009 Unit or Component identification labels;
- c. Failures caused by a product or utility connection for which Parsons is not responsible;
- d. Service of NJ2009 Unit alterations not requested by Parsons or MVC;
- e. Service of a NJ2009 Unit on which User is using capacity or capability, other than that authorized by Parsons in writing;
- f. User site preparation work of any kind;
- g. Theft of all or any portion of the NJ2009 Unit;
- h. Obtaining permits of any kind, working with asbestos or other hazardous materials or environments outside of the normal motor vehicle repair shop operating environment, drilling through walls, ceilings or floors, moving of furniture or desks;
- i. Engineering change activity unless directed by a manufacturer, or preventive maintenance;
- j. Updates to microcode or firmware; and

- k. any installation by User of a feature, device, part, option, alteration, component, consumable, software and/or attachment or the like not provided by Parsons or not installed in accordance with the Installation instructions or Operator’s Manual.

43. B/F SERVICE LEVELS

Provided that, in accordance with this Agreement; (a) access to the NJ2009 Unit is granted in a timely manner by the User, (b) User has complied, in a timely manner, with all of its obligations including complete cooperation in the troubleshooting and diagnosis of a potential component failure, (c) delivery acceptance of the replacement component has not been unreasonably withheld, and d) there are no force majeure events that prohibited timely delivery of the replacement component. Parsons intends to diagnose equipment problems and service issues with the NJ2009 Workstation within (one) 1 business day of the service call to the NJ2009 Help Desk. Parsons will complete any repairs and/or provide replacement components to User within three (3) days after the initial diagnosis determination described above.

44. NJ2009 CONSUMABLES

Parsons will provide NJ2009 consumables at no charge to User for the duration of the contract term. Parsons reserves the right to invoice stations for excessive use of consumables based on anticipated consumable usage related to its inspection volume. Consumables provided by Parsons for use in the NJ2009 Unit are designed exclusively for the NJMVIS system and based on the configuration purchased. Any unauthorized consumables used in the NJ2009 Unit may void the NJMVIS component warranties and the User may be subject to applicable replacement charges.

Consumable	Est. Annual Usage
Laser Printer Toner	1 toner cart, every two years

End of Station Participation Agreement