

Dear Station Owner,

Founded in 1938, New Jersey's Vehicle Inspection and Maintenance (I/M) Program is an integral part of the state's efforts to attain and maintain compliance with health-based National Ambient Air Quality Standards (NAAQS). Seventy years later, the State of New Jersey signed a contract with Parsons Commercial Technology Group, Inc. (Parsons), to help pave the way for the next generation of motor vehicle inspections.

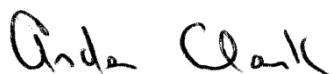
Under the I/M contract, a number of positive steps have been taken through the use of technology and innovation to improve and enhance its ability to ensure only the cleanest vehicles are traveling New Jersey roads. Parsons along with its partner, SGS Testcom are providing equipment and other services to Private Inspection Facilities (PIFs) under the contract.

As an industry professional, we would like to invite your business to join us in keeping the Garden State green and preserving our air quality. This SPA (Station Participation Agreement) package contains the information you will need to enroll in the program and become an *NJ Inspections* partner. Please review the enclosed materials carefully, as they contain terms and conditions pertaining to participation in the I/M Program. The enclosed checklist outlines the materials that must be signed and returned to us.

To assist with any questions you may have, the Parsons team has full-service hotlines ready to take your questions. For further information about the purchase and maintenance of equipment, please call SGS at (888) 665-2009. For questions regarding Electronic Transmission Services, please call Parsons at (888) 656-6867.

On behalf of the entire Parsons team, we look forward to your participation in the I/M program and hope to have a long and successful partnership with your business.

Sincerely,



Arden Clark

Deputy General Manager

Parsons NJ Inspections 1-888-656-6867

Instructions for Completing Station Participation Agreement (SPA) Kit Forms

The enclosed forms constitute the SPA enrollment package.

Please complete all SGS Forms and Parsons Enrollment Forms and mail them to:

**Parsons
3100 Princeton Pike
Building #2
Lawrenceville, NJ 08648**

D NJ2009 Signature Form (1 page)

- SGS/IBM will NOT be required to countersign the signature page. Please sign the form in all three (3) spaces provided and send the original (no copies) to Parsons to officially enroll in the NJ2009.
- If you intend on ordering more than one (1) NJ2009 Base OBDII Workstation, you MUST make copies of the blank NJ2009 Signature Form and execute an NJ2009 Signature Form for EACH NJ2009 PIF Stationary work Station OBDII Workstation ordered.

D NJ2009 SGS 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 | |

D NJ2009 Equipment Order Form (1 page)

- All stations MUST order at least one NJ2009 PIF Stationary Workstation to participate in the NJMVIS program.
- VERY IMPORTANT: If you intend on conducting diesel inspections, please call the NJ2009 Help Desk for specific Workstation configuration and pricing information BEFORE you order the PIF Workstation.

D NJ2009 Payment Authorization Form (1 page)

- Stations must return the completed form. Stations interested in purchasing the NJ2009 equipment with a credit card must also complete the bottom portion of the form.

D ACH Authorization Form (1 page)

- All stations will be required to provide bank account information for electronic wire transfers to SGS for monthly maintenance fees. The ONLY exception will be for specific Federal, State or Municipal entities that cannot legally provide bank account access to SGS and MUST obtain approval from SGS.

D Parsons Enrollment Forms (3 pages)

- Private Inspection Facility Enrollment Form (2 pages) for Electronic Transmission Services (VID)
- New Jersey Inspection Parsons ACH (Automated Clearing House) authorization form. 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.
- Contact 1-888-656-6867 with questions or concerns

If you have any questions on how to fill out the various forms contained within this Station Participation Kit or questions about the program, please feel free to call our toll-free NJ2009 Help Desk at: **1-888-665-2009 (1-888-6NJ-2009)**.

D OPTIONAL LEASING FORMS Financing (1 page)

- Fill out the application provided by IMM and follow the directions as outlined.
- The Stations will contact IMM or Direct Capital directly. All communication is between the station and the Leasing Company. Parsons and SGS are not involved in the leasing process.
- Time sensitive materials are INCLUDED; please make sure you act quickly. It is the station's responsibility to follow up with IMM on status of your application.



NJ2009 Signature Page

Contact Name*: _____

Station Name*: _____

Address: _____

City: _____ State: _____ ZIP: _____

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

These contracts are for ONE (1) NJ2009UNIT and the SPA (Part 1) and the POA (Part 2) are made by and between and SGS Testcom Inc., with offices at 2691 Route 9, Suite 201, Ballston Spa, NY 12020, (referred to as "SGS"); 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 IBM PAA (Part 3) is made by and between IBM and Business Owner. 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 three contracts (the SPA, POA and the IBM PAA). Business Owner acknowledges responsibility to pay by the required date all charges and to perform all of its obligations pursuant to the SPA, POA and IBM PAA. The undersigned represents and warrants that he/she is the Business Owner and/or has complete authority to sign the contracts (SPA, POA and IBM PAA) on behalf of Business Owner, and that by doing so, Business Owner has unconditionally accepted all of the obligations stated herein and therein.

These are legally binding contracts for the Business Owner. It is **VERY** important that you read and understand the contracts (SPA, POA and IBM PAA) (Parts 1-3 hereof) **BEFORE** you execute this NJ2009 Signature Page. SGS, with MVC approval, reserves the right to change any terms and conditions with appropriate notice to the Business Owner.

By signing your name below for Parts 1 through 3 hereof, you acknowledge that you have read and understand the responsibilities and obligations contained within the contracts (SPA, POA and IBM PAA).

Part 1 of 3: Station Participation Agreement (SPA-V1-2009) ("SPA")

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Part 2 of 3: Purchase Order Agreement (POA-V3-2009) ("POA")

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Part 3 of 3: IBM Product Acquisition Agreement (IBM-V3-2009) ("IBM PAA")

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 ordered. These documents contractually bind you to 3 contracts: (a) the Station Participation Agreement ("SPA"), (b) the Purchase Order Agreement ("POA"), and (c) the IBM Product Acquisition Agreement ("IBM PAA"). Submission by you and subsequent acceptance by SGS of these properly completed and signed forms will constitute enrollment for participation in NJ2009 under the SPA, made by and between SGS 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): () _____

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

Backup Contact Name*: _____

Backup Contact Number*: () _____

| | Sun | M | T | W | Th | F | Sat |
|--------|-----|---|---|---|----|---|-----|
| Open | | | | | | | |
| Closed | | | | | | | |
| Open | | | | | | | |
| Closed | | | | | | | |

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

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: () _____

Billing Mailing Address: _____

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



NJ2009 Unit Order Form

* indicates spaces that MUST be completed

Station Number*: _____ Contact Name*: _____

Station Name*: _____

Address: _____

City: _____ State: _____ ZIP+4: _____

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

DIESEL ORDERS - If you intend on conducting diesel inspections, please call the NJ2009 Help Desk for specific Workstation configuration and pricing information BEFORE you order PIF Workstation. SALES TAX IS MANDATORY. ALL SALES ARE FINAL. NO REFUNDS.

| Description (Review "POA" section for detailed configurations) | Order Quantity | Unit Price | Total |
|---|-------------------|------------------|-------|
| PIF Stationary OBD Only Unit (I & I F) | | \$ 4,883.45 | |
| PIF Mobile OBD Only Unit (I & I F) | | \$ 6,574.37 | |
| PIF Stationary OBD/TSI Unit (II & II F) | | \$ 8,265.59 | |
| PIF Mobile OBD/TSI Unit (II & II F) | | \$ 9,956.51 | |
| Add-on Components to Base Unit | | | |
| Add-on Gas Analyzer | | \$ 3,382.14 | |
| 15" TFT Touch Screen Display - ELO 1515L | | \$675.00 | |
| Cart Cover | | \$ 80.00 | |
| Sub-Total Equipment Order | | Sub-Total | |
| Sales Tax (7%) | Add | Tax (7%) | |
| Pay This Amount | | TOTAL | |



ACH (Automated Clearing House) Authorization Form

Contact Name*: _____

Station Name*: _____

Address: _____

City: _____ State: _____ ZIP: _____

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

ACH Authorizations: All monthly maintenance fees **MUST** be paid utilizing ACH transactions. The following account information **MUST** be filled out and this form executed to participate in the NJ2009 Inspection Program. All monthly maintenance fees will be debited from the following account. Please attach a voided check to the bottom of this form.

NOTE: SGS will make accommodations to any Federal, State, and/or Municipal entities that are prohibited from providing ACH / Bank Account access. You **MUST** call the NJ2009 Help Desk to request alternative arrangements.

Checking Account Information:

Bank Name: _____

ABA/Routing Number:

(Nine digits on the bottom left of your check)

Checking Account Number: _____

Sample Check:

| | |
|---|-------------------|
| Name | 3224 |
| Address | |
| C/S/Z | |
| Pay to the order of | _____ |
| | _____ Dollars |
| : 123456789 : 012345678 3224 _____ | |
| ABA/Routing | Account # Check # |

By executing this form, the User hereby authorizes SGS to initiate a debit transaction for all monthly maintenance fees for the duration of the NJ2009 Inspection Program pursuant to Section 16 of the NJ2009 Contract Booklet. The monthly maintenance fees will be debited on the fifth of every month. If the 5th of the month is a weekend or Holiday, SGS will deduct the monthly maintenance fee on the next business day.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

IMPORTANT - PLEASE ATTACH VOIDED CHECK TO THIS FORM

NEW JERSEY ENHANCED INSPECTION PROGRAM AND VIIS SERVICE

PRIVATE INSPECTION FACILITY ENROLLMENT FORM

Please see reverse for instructions to complete this form.

This form must be completed for you to enroll as a Private Inspection Facility and to initiate VIIS Transmission service. You must submit a new form any time thereafter if there is a change in Station or Billing information. Please type or print legibly. If you have any questions regarding this form, call PARSONS at 1-888-656-6867.

Mail completed forms to **PARSONS, Attn: Station Enrollment, 3100 Princeton Pike Bldg 2, 2nd Floor Lawrenceville NJ 08648.**

SECTION ONE

Check all boxes that apply

Existing Inspection Facility

New Inspection Facility

Other

SECTION TWO Station Information

(a) Private Inspection Facility (PIF) Number :

(b) Station Name:

(c) Optional Station Description for Invoice:

(d) Address:

| | | | | |
|-------------------|--------------|--------|-------|----------|
| Number and street | City or Town | County | State | Zip Code |
|-------------------|--------------|--------|-------|----------|

(e) Contact:

| | | |
|-------|--------|------|
| First | Middle | Last |
|-------|--------|------|

(f) Phone: () - x

(g) FAX: () -

(h) Email Address:

SECTION THREE Owner Information

If the Owner Information is the same as Section Two, continue to Section Four. You must fill out this Section if the Owner Information is different from Station Information entered in Section Two.

Check only one box Is this Owner responsible for more than one station? YES NO

(a) Business Name:

(b) Address:

| | | | | |
|-------------------|--------------|--------|-------|----------|
| Number and street | City or Town | County | State | Zip Code |
|-------------------|--------------|--------|-------|----------|

(c) Contact:

| | | |
|-------|--------|------|
| First | Middle | Last |
|-------|--------|------|

(d) Phone: () - x

(e) FAX: () -

(f) Owner Email Address:

SECTION FOUR Billing Information

(Please also refer to attached ACH documents and Section 4(d) Service Terms and Conditions)

Check only one box Send the invoice to:

the Station as specified in Section Two. Continue to Section Five.

the Owner as specified in Section Three. Continue to Section Five.

Other Billing Location. Fill out this Section.

Check only one box Is this Bill Payer responsible for more than one station? YES NO

(a) Business Name:

(b) Address:

| | | | | |
|-------------------|--------------|--------|-------|----------|
| Number and street | City or Town | County | State | Zip Code |
|-------------------|--------------|--------|-------|----------|

(c) Contact:

| | | |
|-------|--------|------|
| First | Middle | Last |
|-------|--------|------|

(d) Phone: () - x

(e) FAX: () -

(f) Email Address:

**NEW JERSEY ENHANCED EMISSION PROGRAM
VIIS TRANSMISSION SERVICES AGREEMENT ("THE AGREEMENT")
SERVICE TERMS AND CONDITIONS**

1. Business Agreement. Use of the New Jersey Vehicle Inspection Information System ("VIIS") communication service constitutes agreement to the following terms and conditions. Parsons may deactivate Customer's access to the Parsons/VIIS Network at any time should Customer fail to abide by the terms of this Agreement.

2. Term of Agreement This Agreement shall commence on the date NJMVC deems the PARSONS VIIS Services operational, which is anticipated to be October 1, 2013 or when the PIF's start using Parson's VIIS. This Agreement shall remain in effect until the occurrence of any of the following (in all cases User shall pay PARSONS for all PARSONS VIIS 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 May 5, 2016; or
- c. the User terminates its participation in the New Jersey Enhanced Inspection Program or its participation is terminated by NJMVC.

PARSONS will provide to Customer, and Customer will receive from PARSONS, access to the PARSONS/VIIS Network ("PARSONS Services") provided pursuant to this Agreement.

3. Customer Responsibilities. (a) Should any unauthorized user obtain access to the designated Workstation System ("WORKSTATION") unit(s), Customer must notify the PARSONS Customer Service Center immediately. Until such notification is made, Customer understands and agrees that Customer will continue to be responsible to pay for all transactions and transmissions incurred on the WORKSTATION unit(s).

(b) Customer understands and agrees that Customer shall be responsible for any access code and/or personal information number (PIN) that may be associated with access into the PARSONS/VIIS Network. Customer's access code(s) and/or PIN(s) should not be shared and must be kept secure. PARSONS shall in no way be liable for transaction charges fraudulently incurred on the WORKSTATION unit. It is the Customer's responsibility to pay these transaction charges.

(c) Customer shall notify the PARSONS/VIIS Customer Service Center at 888-656-6867 immediately upon any address change, or Customer departure from Customer's listed address. Changes to Customer account can only be made by Customer.

(d) Customer understands and agrees that Customer shall be responsible for obtaining from the New Jersey Motor Vehicle Commission an inspection station license to perform vehicle emissions/safety inspections. Failure to obtain or maintain inspection test equipment in good working order or loss of Customer's inspection station license will prevent access to the PARSONS/VIIS Network.

(e) Customer is responsible to obtain internet access. All Internet Service Provider and Telephone Provider costs associated with internet access are the responsibility of the Customer.

4. Charges and Payment Terms for PARSONS Services. (a) By using the PARSONS Service, Customer assumes full responsibility for all transactions and transmission charges incurred by the WORKSTATION related to emissions/safety inspection testing and diagnostic and repair information.

(b) Customer shall pay seventy-nine cents (\$0.79) per test for use of the PARSONS Services. The standard emissions/safety inspection will consist of a begin inspection connection and an end of inspection connection.

(c) Customer is responsible for all Internet Service Provider and Telephone Provider costs associated with internet access; these costs are not included in this Agreement.

(d) **COLLECTION OF PROGRAM MANAGEMENT FEES.** Program Management Fees will be collected by PARSONS via Automated Clearing House (ACH) unless the Customer is a Federal, State or Municipal entity and alternative payment provisions are agreed to between Customer and PARSONS. Any Customer remitting to PARSONS by ACH transaction shall authorize and execute the necessary ACH agreement(s) and/or form(s) required to establish the ACH transaction process, including PARSONS' ACH Blanket Authorization Form. The Invoice amount will be deducted from the Customer's bank account via ACH on the 26th of each month. If the 26th of the month is a weekend or holiday, PARSONS will initiate the ACH transaction on the next business day. Customer must provide an active bank account with sufficient funds available for PARSONS to access for payment of Program Management Fees via ACH. If Customer defaults on payment, is terminated, or 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.

(e) PARSONS will invoice Customer and the charges shall be due and payable on the due date as indicated on the invoice. The invoice shall state the total number of inspection transactions and the total amount due. Customer shall pay all charges arising under this Agreement, by the invoice due date. Failure to pay the PARSONS invoice on or before the due date may result in Customer being denied access to the PARSONS/VIIS Network until

such payment is received by PARSONS. If Customer does not provide PARSONS written notice of a billing dispute within 30 days from the date the invoice was rendered, such invoice shall be deemed to be correct and binding to the Customer.

(f) Customer agrees that there will be a Twenty-Five Dollar (\$25.00) fee for any payment to PARSONS that is returned. Failure to pay the outstanding invoice in addition to the Twenty-Five Dollar (\$25.00) fee within ten (10) days of notification may result in a WORKSTATION lockout of service.

(g) Customer agrees that there will be a Fifty Dollar (\$50.00) service fee for unlocking a WORKSTATION that was locked out for non-payment of a PARSONS Services invoice.

5. Warranty Disclaimer and Limitation of Liability. (a) PARSONS SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. PARSONS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTIES RIGHTS. PARSONS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE OF PARSONS SERVICES OR WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. CUSTOMER UNDERSTANDS THAT PARSONS IS NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR HARDWARE, SOFTWARE OR OTHER ITEMS OR ANY SERVICES PROVIDED BY ANY PERSONS OTHER THAN PARSONS.

(b) The total liability of PARSONS in connection with this Agreement or the PARSONS Services shall not exceed the lesser or (a) direct damages proven by Customer, or (b) the amount paid by Customer to PARSONS under this Agreement during the sixth month period prior to the accrual of the most recent cause of action. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, EVEN IF AWARE OF THE POSSIBILITY THEREOF. Neither party shall be deemed negligent, at fault or liable in any respect to the other for any delay, interruption or failure in performance hereunder resulting from fire, flood, water, the elements, explosions, acts of God, war, accidents, labor disputes, strikes, shortages of equipment or suppliers, unavailability of transportation or other cause beyond the reasonable control of the party delayed or prevented from performing.

6. Cancellation Rights and Liabilities. Either party may terminate this Agreement with thirty (30) days prior written notice to the other party. However, PARSONS may terminate this Agreement immediately, without liability, upon notification and direction of the New Jersey Motor Vehicle Commission.

7. Termination for Cause. In addition to any other rights of cancellation specified herein, either party may terminate this Agreement upon three (3) days prior written notice to the other in the event of the other's failure to pay any amounts due hereunder and not duly contested in good faith within ten (10) days after the receipts of the terminating party's written notice of default concerning the same; or the other's failure to cure a material breach within thirty (30) days after receipt of the terminating party's written notice of default concerning the same.

8. Applicable Law. Customer understands that PARSONS, in conducting its business in the manner set forth herein, is subject to the Communications Act of 1934, as amended, and as interpreted and applied by the Federal Communications Commission. Otherwise, and where not inconsistent with the Communications Act of 1934, this Agreement shall be construed in accordance with the laws of the State of New Jersey. Customer will comply with all applicable state and federal laws.

9. Assignment. Neither party may assign this Agreement or any of its rights hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except PARSONS may assign this Agreement to any parent, subsidiary, affiliate or purchaser of all or substantially all of its assets.

10. Independent Contractors. The relationship between the parties shall not be that of partners or joint ventures of one another and nothing contained in this Agreement shall be deemed to constitute a partnership agreement between them.

11. Entire Service Order. This Service Enrollment Form and Agreement together with all Exhibits and the Tariff set forth the entire understanding between the parties with regard to the subject matter hereof and supersedes any prior or contemporaneous agreements, discussions, representations or negotiations between the parties whether written or oral with respect thereto. All amendments to this Service Enrollment Form shall be in writing and signed by the authorized representatives of both parties. All notices, requests, demands or communications shall be deemed effective upon personal delivery or on the calendar day following the date of the telex, telegram, or PARSONS Mail, or when received if sent by registered, certified or express mail.

**SECTION FIVE
Terms and Conditions Agreement**

I have reviewed this form and believe all information is true and correct. By submitting this signed form, I acknowledge that I have read and understand the "Service Terms and Conditions" that are made a part of this agreement. I further acknowledge and accept that these terms will control the operation of this Agreement, including the responsibility to pay, in a timely manner, all authorized costs incurred for the Electronic Transmission (ET) Services.

| | |
|---------------------------|---|
| (a) Authorized Signature: | (b) Date: |
| (c) Printed Name: | First Middle Last |
| (d) Title: | (e) Phone: Area Code () Phone Number - Extension |
| (f) Email Address: | |

NEW JERSEY ENHANCED INSPECTION PROGRAM AND VIIS SERVICE

ENROLLMENT FORM INSTRUCTIONS

These instructions are numbered and correspond to each section of the enrollment form. Please read them to ensure your forms are filled out correctly. **PLEASE PRINT OR TYPE CLEARLY. INCOMPLETE OR ILLEGIBLE FORMS WILL DELAY PROCESSING OF YOUR APPLICATION COSTING YOUR BUSINESS REVENUE.**

| | | |
|----------------------|--|---|
| SECTION ONE | Check Boxes | Check the box that describes your situation. If you are submitting a form that reflects changes in multiple sections, check all the boxes that apply. |
| SECTION TWO | STATION INFORMATION | Enter information about the physical location of the station being enrolled |
| | (a) Private Inspection Facility (PIF) Number | Enter the State assigned license number. |
| | (b) Station Name | Enter the name of the station as registered by the State. |
| | (c) Station Description | If a partnership or corporation is the responsible bill payer, enter the business's internal station identifier, if needed. This will be displayed on the invoice to facilitate the business's internal accounting. For example, "Store 326". |
| | (d) Address | Enter the complete street address, city, county and state where the station is physically located. |
| | (e) Contact | Enter the name of a contact that can be reached at the station. |
| | (f) Phone | Enter the phone number and extension of where the station contact can be reached. |
| | (g) Fax | Enter the phone number of a facsimile machine that resides at the station. |
| | (h) Email Address | Enter the Email address for the contact responsible for billing |
| SECTION THREE | OWNER INFORMATION | Enter information about the station owner if owner information is different from Section Two. |
| | Check Boxes | <ul style="list-style-type: none"> ✓ Check YES if the Owner indicated in this Section is responsible for multiple stations. ✓ Check NO if the Owner indicated in this Section is only responsible for this station. |
| | (a) Business Name | If a partnership or corporation owns the station, enter the name of the business or corporation. |
| | (b) Address | Enter the owner's complete street address, city, county and state. |
| | (c) Contact | If a partnership or corporation owns the station, enter a business contact. If the station is independently owned, enter the owner's name. |
| | (d) Phone | Enter the phone number and extension of where the owner contact can be reached. |
| | (e) Fax | Enter the phone number of the contact's facsimile machine. |
| | (f) Email Address | Enter owner email address |
| SECTION FOUR | BILLING INFORMATION | PARSONS will invoice the location specified in this Section. |
| | Check Box #1 | <ul style="list-style-type: none"> ✓ Check STATION if you would like the invoice sent to the contact specified in Section Two. If this box is checked, you do not need to fill out Section Four. The information specified in Section Two will become your Billing Information. Continue to Section Five. ✓ Check OWNER if you would like the invoice sent to the contact specified in Section Three. If this box is checked, you do not need to fill out Section Four. The information specified in Section Three will become your Billing Information. Continue to Section Five. ✓ Check OTHER BILLING AGENT if there is an agent other than the Owner or the Station that is the responsible bill payer for charges accrued by the station. You must fill out this Section. |
| | Check Box #2 | <ul style="list-style-type: none"> ✓ Check YES if the Bill Payer indicated in this Section is responsible for multiple stations. ✓ Check NO if the Bill Payer indicated in this Section is only responsible for this station. |
| | (a) Business Name | If a partnership or corporation is the responsible bill payer, enter the name of the partnership or corporation, |
| | (b) Address | Enter the complete street address, city, county, and state |
| | (c) Contact | Enter the name of the person responsible for paying the invoice. |
| | (d) Phone | Enter the phone number and extension of where the billing contact can be reached. |
| | (e) Fax | Enter the phone number of a facsimile machine that resides at the billing address. |
| | (f) Email Address | Enter the email address of the individual who will be responsible for billing. |
| SECTION FIVE | TERMS AND CONDITIONS AGREEMENT | The person who makes business decisions for the station must fill out and sign this section. The person who signs in this Section is legally responsible for Electronic Transmissions charges incurred by this Station, even if an alternate Billing Agent has been indicated in Sections Two, Three or Four. |
| | (a) Authorized Signature | The person who makes business decisions for the station must sign here. |
| | (b) Date | Enter the date of the signature of the authorized person who signed in 5a. |
| | (c) Printed Name | Clearly print the name of the authorized person who signed in 5a. |
| | (d) Title | Print the title of the authorized person who signed in 5a. |
| | (e) Phone | Enter the phone number and extension of the person who signed in 5a. |
| | (f) Email Address | Enter the email address for the Authorized signer. |

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 | 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: <input type="checkbox"/> Example: <input type="checkbox"/> 123456789 <input type="checkbox"/> |
| | 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: <input type="checkbox"/> Example: 012345678 <input type="checkbox"/> |
| 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 VIIS Services 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 VIIS 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:

Mail completed forms to **PARSONS, Attn: Station Enrollment, 3100 Princeton Pike Bldg 2 2nd floor 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.**
- **EQUIPMENT AND MAINTENANCE ARE TAXABLE ALL SALES ARE FINAL. NO REFUNDS.**
- **Save this Contract Booklet for future reference.**

This Enrollment Package includes:

1. This Contract Booklet which contains 3 Contracts and include the:
 - Part 1 - Station Participation Agreement (SPA) - (SGS Testcom - Contract # 71414): 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 SGS Testcom.
 - Part 2 – Purchase Order Agreement – (POA) - (SGS Testcom - Contract # 71414): Allows you to purchase your NJ2009 Unit, and establishes your legal relationship with SGS Testcom.
 - Part 3 – IBM Product Acquisition Agreement (PAA) - (IBM - Contract #IBM-V1-2009): Establishes your legal relationship with IBM.
2. NJ2009 Station Enrollment Form
3. NJ2009 Signature Page
4. NJ2009 Payment Authorization Form
5. NJ2009 ACH Authorization Form
6. NJ2009 Unit Order 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 which contains 3 Contracts (SPA, POA, IBM PAA) and sign where indicated (3 times) on the NJ2009 Signature Page . |
| Step 3 | Carefully complete the NJ2009 Station Enrollment Form |
| Step 3 | Select your NJ2009 Unit configuration, with or without options, calculate the amount of payment due and fill out and sign the NJ2009 Unit Order Form . |
| Step 4 | Select your method of payment; Certified Check, Money Order, or Credit Card (Visa or MasterCard ONLY). |
| Step 5 | If you are using a Credit or Debit Card, you MUST fill out the lower portion of the NJ2009 Payment Authorization Form and sign where indicated. |
| Step 6 | To complete your enrollment and order your NJ2009 Unit, mail us the following: <ul style="list-style-type: none">➤ NJ2009 Station Enrollment Form – completed; NJ2009 Unit Order Form – completed; NJ2009 Payment Authorization Form with Bank or Certified Check, OR Credit Card section complete and signed; AND NJ2009 ACH Authorization Form |

Parsons

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

The AGREEMENTS

Part 1 of 3: Station Participation Agreement (“SPA”)

Authority

The State of New Jersey has entered into a contract with Parsons Commercial Technology, Inc. (the “Contract”) wherein Parsons, and its subcontractor, SGS Testcom, Inc., 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 | <p>This section describes important terms and conditions of our relationship, such as:</p> <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 ✓ Our subcontractors (such as IBM) which will provide certain equipment and services ✓ Limited warranty and limitations of liability ✓ Payment terms and conditions ✓ Additional Provisions |
| Network Services | <p>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.</p> |
| Break/Fix (“B/F”) Services | <p>Maintenance and repair services (referred to as “Break/Fix” or “B/F” Services) are provided to support your NJ2009 Unit. This section describes:</p> <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

SGS Testcom 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

- a. **Agencies** – The collective term referring to the New Jersey Motor Vehicle Commission (MVC) and the New Jersey Department of Environmental Protection (DEP).
- b. **Components** – Parts of the NJ2009 Unit, hardware or software.
- c. **CRC** – Customer Replaceable Component is a Component of the NJ2009 Unit that is to be installed by User (e.g., keyboard).
- d. **ITP** – Inspector Training Program.
- e. **Contract** – The Prime Contract between the State of New Jersey and Parsons Commercial Technology for the Services necessary to manage the NJMVIS program.
- f. **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.
- g. **NJMVIS** – New Jersey Motor Vehicle Inspection Services.
- h. **NJ2009 Unit** – The inspection system approved by the Agencies and purchased by User, to be used exclusively for approved functions associated with the NJMVIS. The DEIC NJ2009 Unit consists generally of the following Components: a PC including the keyboard, memory, hard drive, mouse, monitor, printer and interconnecting cables, the diesel smokemeter (Wager model 8500 (includes PDA making all units capable of operating as a mobile and the PDA will be a HHP 7600 with the bar code scanner integrated into it), biometric camera, additional optional equipment and associated NJMVIS software. NJ2009 Units will be sold various configurations and each configuration (including additional optional equipment is described in Part 2, POA, page 11-12 of this Agreement.
- i. **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.
- j. **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 SGS Testcom 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 SGS Testcom discretion. User accepts all responsibility for maintaining an up-to-date Operator Manual.
- k. **Parsons** - The collective term referring to the prime contractor, Parsons Commercial Technology Group Inc., and its NJ2009 Unit subcontractor, SGS Testcom, Inc (SGST).
- l. **Services** – The combination of SGS Testcom 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.
- m. **Site Contact** – Designated User personnel who will accept delivery of the NJ2009 Unit or related equipment, and will authorize SGS Testcom field installation technicians or other repair personnel at User site with full authority to authorize and accept B/F Services.
- n. **Specifications** – The Agencies-approved written description of the physical, operational and performance features of the NJ2009 Unit and the SGS Testcom NJMVIS Network.

- o. **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 SGS Testcom 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 SGS Testcom; or
- d. May 5, 2013; unless the Agencies extend the Contract, in which case this Agreement between User and SGS Testcom shall automatically be extended under the extension terms, conditions and rates then approved by the Agencies.

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.

Other important terms and conditions

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 SGS Testcom (and have an approved station license with the MVC) in order to participate in the NJMVIS. A reconnection fee may apply and SGS Testcom reserves the right to inspect the NJ2009 Unit prior to reactivation. The Transferring Owner shall pay SGS Testcom for all services rendered to the Transferring Owner prior to SGS Testcom being notified in writing of the transfer of ownership of the NJ2009 Unit. However, SGS Testcom 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 SGS Testcom or any of its subcontractors, suppliers or vendors in any advertising, promotion or publicity, without SGS Testcom 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

SGS Testcom, 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 SGS Testcom 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 SGS Testcom 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 SGS Testcom 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 SGS Testcom 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 SGS Testcom 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. SGS TESTCOM SUBCONTRACTORS

SGS Testcom may use subcontractors and/or other suppliers to perform certain work hereunder. User agrees to provide SGS Testcom subcontractors with the highest levels of cooperation hereunder and understands that such subcontractors are acting under the NJMVIS. SGS Testcom may delegate the performance of all or part of the Services to an agent or subcontractor, and User authorizes SGS Testcom 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 Help Desk for resolution.

10. NJ2009 UNIT MAINTENANCE

All deliveries of replacement Components or upgrade Components, unless otherwise agreed to in writing by SGS Testcom, 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 SGS Testcom, 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 SGS Testcom to enable the Services to be performed; (b) procure all necessary access by SGS Testcom 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

SGS Testcom warrants that the Services provided under this Agreement shall conform to the Specifications. This limited warranty includes only the repair or replacement (at SGS Testcom sole discretion) of Components of the NJ2009 Unit in accordance with the B/F Services descriptions and limitations contained herein, accomplished (at SGS Testcom 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 SGS TESTCOM. ANY MODIFICATIONS TO THE NJ2009 UNIT THAT ARE NOT PROVIDED FOR AND APPROVED BY SGS TESTCOM, 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."

SGS Testcom 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 SGS Testcom, 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 SGS Testcom 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 SGS Testcom 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 SGS Testcom – all at the expense of the User.

Items Not Covered by Warranty

SGS Testcom 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 SGS Testcom will correct all defects. SGS Testcom will from time-to-time identify hardware and/or software that it does not warrant hereunder.

Unless SGS Testcom specifies otherwise in writing, SGS Testcom gives NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, for any non-SGS Testcom goods or services. However, non-SGS Testcom manufacturers, developers, suppliers, or publishers may provide their own warranties to User. Warranties, if any, for non-SGS Testcom 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, SGS Testcom shall have the right to terminate Services hereunder. Should termination be for reasons other than non-payment of an invoice, SGS Testcom 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 SGS Testcom 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

SGS Testcom 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 SGS Testcom. If the 5th of the month is a weekend or holiday, SGS Testcom will deduct the B/F Service fee on the next business day. SGS Testcom will only accept ACH payment for B/F Service fees hereunder as SGS Testcom 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 SGS Testcom. Users must provide an active bank account with sufficient funds available for SGS Testcom to access for payment of the monthly B/F Service Fee via ACH. If SGS Testcom is unable to perform all or part of the Services for any cause whatsoever outside SGS Testcom' control including an event of force majeure (defined below) or if User fails to comply with any of its obligations hereunder, SGS Testcom shall nevertheless be entitled to payment for all Services rendered and late charges incurred hereunder.

17. INVOICES AND DISPUTE PROCESS

SGS Testcom will invoice/charge User if 1) User purchases additional components (ie. 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, SGS Testcom shall have the right to terminate Services and access to the Network. SGS Testcom 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 SGS Testcom on account of any dispute, counterclaim or set off which it may allege against SGS Testcom hereunder. SGS Testcom may elect to bring action for the collection of unpaid fees and late

User's maintenance obligations

charges in any court having competent jurisdiction. User shall pay all of SGS Testcom collection costs, including attorneys' fees and related costs. In the event of a dispute concerning an Invoice, User shall notify SGS Testcom in writing at the address listed above. If User does not give SGS Testcom 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 SGS Testcom may result in the termination of Services and/or User's disconnection from the Network. With the prior consent of MVC, SGS Testcom 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 SGS Testcom 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 SGS Testcom, nor shall SGS Testcom 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

SGS Testcom 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 SGS Testcom Help Desk for Trouble Shooting assistance, User must have the Operator Manual and the NJ2009 Unit available during the call.

Caring for your
NJMVIS Unit

22. SERVICES REINSTATEMENT INSPECTION

In the event SGS Testcom or MVC suspends or terminates Services for any reason, SGS Testcom 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 SGS TESTCOM BY USER

SGS Testcom 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. SGS Testcom shall not be liable for any delayed, partial or total non-performance of any Services arising directly or indirectly from any event outside SGS Testcom control, including any event of force majeure (defined below) or failure by User to comply with any of its obligations hereunder. The liability of SGS Testcom 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. SGS Testcom 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 written notice to SGS Testcom within 30 days of discovery of the facts alleged to justify such claim and, in any case, SGS Testcom 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 SGS Testcom 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 SGS Testcom 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 of or 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 SGS Testcom's 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 SGS Testcom 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. SGS TESTCOM AS USER AGENT

With respect to the procurement of the NJ2009 Unit, Services and/or other products and/or services hereunder that relate to the NJMVIS, User hereby appoints SGS Testcom as its agent for purposes of (a) ordering and payment collection and remittance services hereunder and (b) indicating to IBM that, by virtue of, among other things, User's execution and delivery to SGS Testcom of the document entitled "Purchase Order Agreement - Part 2" and the "IBM PAA - Part 3", User has entered into a contractual agreement with IBM as set forth in "Purchase Order Agreement - Part 2" and the "IBM PAA - Part 3", such that User is contractually bound to the terms and conditions of the Purchase Order Agreement ("POA") and to that part of the POA entitled "IBM Product Acquisition Agreement" ("IBM PAA"). Business Owner and/or User further authorize SGS Testcom to provide a copy of the executed SPA, POA and IBM PAA to IBM and/or the Agencies at any time.

User hereby consents and grants to SGS Testcom and/or its subcontractors the right and/or license to access User's premises or site and to use and/or modify its NJ2009 Unit and other NJMVIS-related products used by User without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. Further, User understands and agrees that agents of the Agencies shall have access to its NJ2009 Unit wherever located.

28. 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 SGS Testcom obligation to provide Services. SGS Testcom 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.

29. ARBITRATION DISPUTE RESOLUTION

Should a dispute arise between SGS Testcom 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 SGS Testcom or the User.
4. The rights and obligations of the parties under this provision shall survive completion or termination of this Agreement.

30. 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.

31. 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.

32. 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.

33. SUSPENSION/LOCKOUT PROVISIONS

During the term of this Agreement, the MVC and/or SGS Testcom, 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. SGS Testcom 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 SGS Testcom.

34. QUALITY ASSURANCE RESPONSIBILITIES

SGS Testcom and/or the MVC may suspend or terminate operations of any NJ2009 Unit and take any other appropriate action if the SGS Testcom 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

35. 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, 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.

These sections explain the Break/Fix services available to you

SGS Testcom and/or its subcontractors will provide B/F Services for the NJ2009 Unit and Components provided by SGS Testcom 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.

36. B/F SERVICES COVERAGE

SGS Testcom 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 SGS Testcom personnel of the NJ2009 Unit at its facility named above and the NJ2009 Unit's successful initialization by MVC. SGS Testcom 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 SGS Testcom for such restoration.

37. TYPES OF B/F SERVICES

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

Testcom 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.

38. USER RESPONSIBILITIES AND RETURNING COMPONENTS

User and/or the Site Contact shall execute SGS Testcom 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 SGS Testcom 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 SGS Testcom to User.

39. NO PROBLEM FOUND AND DAMAGED COMPONENTS

No Problem Found:

In the event User obtains authorization from SGS Testcom to return a suspect faulty Component of the NJ2009 Unit to SGS Testcom under the Break/Fix service, and upon receipt of the suspect Component SGS Testcom determines there is NO PROBLEM with the suspect Component, SGS Testcom may invoice the User for the costs of shipping both the suspect Component to SGS Testcom 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 SGS Testcom.

Damaged Components:

In the event User obtains authorization from SGS Testcom to return a suspect faulty Component of the NJ2009 Unit to SGS Testcom under the Break/Fix service, and upon receipt of the suspect Component SGS Testcom determines that the suspect component has been damaged (or misused) by the User, SGS Testcom may invoice the User for the costs of shipping/delivering both the suspect Component to SGS Testcom 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 SGS Testcom to be properly disposed of by SGS Testcom.

In the event User disagrees with the finding by SGS Testcom 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. SGS Testcom 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.

40. REPLACEMENTS UNDER THIS AGREEMENT

Since the B/F Services involve the exchange of a faulty NJ2009 Unit Component, the item replaced and returned to SGS Testcom 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 SGS Testcom 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 SGS Testcom Network or from other electronic media, and following the instructions provided.

41. 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, SGS Testcom will sell replacement Components to User at rates contained herein. User may contact the SGS Testcom 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 |
| Gas Cap Tester | \$1269.66 |
| Authentication Device – Secu Gen | \$249.48 |
| Custom Workstation Cart (plus shipping)* | \$1,265.63 |
| Optional Hardware | |
| 15" Touch Screen ELO CRT | \$793.13 |
| Gas Analyzer | \$4,469.93 |

42. 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 smokemeter, keyboard, mouse, display and interconnecting cables;
- c. fingerprint scanner (if applicable) and the printer;
- d. Optional gas analyzer and associated components; and
- e. Optional OBDII equipment and associated components.

All items (a – c) are CRC's. Items d and e will require a field service representative for service and repairs. All monthly maintenance fees must be paid by the User for the duration of the Program (unless mutually agreed by the Parties), or as defined by the following: If a customer chooses to no longer continue gas bench inspections, the User may discontinue maintenance payment on the gas bench after two (2) years of paying maintenance fees. The User must pay an "opt-out" fee. The opt-out fee for Year 3 is \$778.55 and for Year 4 is \$389.28. All monthly maintenance fees must be paid for by the User during any MVC or SGS Testcom directed suspension or lockout. Sales tax 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 |
| NJ2009 PIF Stationary Base Workstation (OBD /TSI Class II & IIF) | \$177.87 |
| NJ2009 PIF Mobile Workstation (OBD Only Class I & IF) | \$ 92.54 |
| NJ2009 PIF Mobile Workstation (OBD/TSI Class II & IIF) | \$197.87 |

User may purchase from SGS Testcom optional hardware. The monthly B/F Service Fee for that hardware component will be added to the standard B/F Service Fee for the configuration purchased. User will have to obtain such different service rules and/or services fees for optional equipment from the NJ2009 Help Desk.

| Optional Hardware | |
|---|----------|
| 15" Touch Screen ELO Flat Panel | \$11.54 |
| Gas Analyzer | \$105.33 |
| OBDII Interface with 25' cable - Vetronix | \$ 3.94 |
| Gas Cap Tester with Cap Adapters - Waekon | \$ 5.82 |

43. 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 SGS Testcom is not responsible;
- d. Service of NJ2009 Unit alterations not requested by SGS Testcom or MVC;
- e. Service of a NJ2009 Unit on which User is using capacity or capability, other than that authorized by SGS Testcom 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 SGS Testcom or not installed in accordance with the Installation instructions or Operator's Manual.

44. 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. SGS Testcom 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. SGS will complete any repairs and/or provide replacement components to User within three (3) days after the initial diagnosis determination described above.

45. NJ2009 CONSUMABLES

SGS Testcom will provide NJ2009 consumables at no charge to User for the duration of the contract term. SGS Testcom reserves the right to invoice stations for excessive use of consumables based on anticipated consumable usage related to its inspection volume. Consumables provided by SGS Testcom 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 |
|----------------------------|-------------------------------|
| Calibration Gas (High) | 1 bottle |
| Calibration Gas (Low) | 1 bottle |
| Zero Air | 2 bottles |
| Filter (Bow) | 12 Filters |
| Laser Printer Toner | 1 toner cart. every two years |
| O2 Sensor | 1 every 1.5 years |
| Calibration Filter (glass) | 1 every 2 years |

End of Station Participation Agreement

Part 2 of 3: Purchase Order Agreement (“POA”)

This Purchase Order Agreement (hereinafter the “POA”) is for **ONE** (1) NJ2009 UNIT, and is made by and between SGS Testcom Inc. (“SGST”), a New York corporation, with offices at 2691 Route 9, Suite 201, Malta, NY 12020, and the NJ Motor Vehicle Commission licensed inspection station business owner (“Business Owner” or “User”) participating in the New Jersey Motor Vehicle Inspection System (NJMVIS) and identified on the NJMVIS Station Enrollment Form and NJMVIS Signature Page.

The User identified on the NJMVIS Station Enrollment Form and NJMVIS Signature Page (hereinafter sometimes referred to as “you” or “You” or a variation thereof) accepts the terms of this NJ2009 Unit Purchase Order Agreement by signing the NJMVIS Signature Page and submitting it to SGST. Pursuant to this POA, SGST shall act as: (a) your exclusive, limited agent solely for the purpose of ordering for you the NJ2009 Unit from IBM (“Seller”), and also as (b) the exclusive, limited agent of Seller solely for the purpose of processing and handling the POA for the purchase of a NJ2009 Unit from Seller, collecting the purchase price from you and making remittances to Seller. All communications from you regarding the purchase of the NJ2009 Unit pursuant to this POA must be directed to SGST and not to the Seller. SGST will offer three (3) NJ2009 Unit configurations for purchase. Each configuration is described below. In addition, the delivered NJ2009 Unit will include an Operator Manual and instructions for the installation and activation of the NJ2009 Unit.

By signing the NJMVIS Signature Page and completing the NJMVIS Station Enrollment Form and the NJ2009 Unit Order Form, you authorize SGST to place an order with Seller on your behalf for the NJ2009 Unit and any other optional equipment selected below by you (the “NJ2009 Unit”), at the pricing stated on the current Agency-approved Products Price List:

Sections of this “POA”

What’s Covered in this “POA”*

| | |
|---------------------------------------|--|
| Description of the NJ2009 Unit | This section describes the basic NJ2009 Unit and optional items. |
| Terms and Conditions | This section describes important terms and conditions of our relationship, such as: <ul style="list-style-type: none"> ✓ Methods of paying for your NJ2009 Unit ✓ Payment terms and conditions ✓ Your rights and responsibilities ✓ Limited warranty and limitations of liability ✓ Additional Provisions |

Description of the NJ2009 Unit and Optional Items

PIF Stationary OBD Only Unit (Classes I & I F)

| PIF Class | I & I F |
|-------------------------------|----------------------|
| Platform | Stationary |
| Inspection Capability | OBD Only |
| PC | PC |
| LCD monitor | LCD monitor |
| Laser printer | Laser printer |
| Fingerprint reader | Fingerprint reader |
| Cart | Cart |
| OBDII Scantool | OBDII Scantool |
| Gas Cap Tester | Gas Cap Tester |
| 4600 Barcode Scanner | 4600 Barcode Scanner |
| 7600 PDA | |
| Gas Analyzer | |
| Smokemeter (Diesel) | |
| Station Purchase Price | \$4,883.45 |

PIF Mobile OBD Only Unit (Classes I & I F)

| PIF Class | I & I F |
|-------------------------------|--------------------|
| Platform | Mobile |
| Inspection Capability | OBD Only |
| PC | PC |
| LCD monitor | LCD monitor |
| Laser printer | Laser printer |
| Fingerprint reader | Fingerprint reader |
| Cart | Cart |
| OBDII Scantool | OBDII Scantool |
| Gas Cap Tester | Gas Cap Tester |
| 4600 Barcode Scanner | |
| 7600 PDA | 7600 PDA |
| Gas Analyzer | |
| Smokemeter (Diesel) | |
| Station Purchase Price | \$6,574.37 |

PIF Stationary OBD/TSI Unit (Classes II & II F)

| PIF Class | II & II F |
|-------------------------------|----------------------|
| Platform | Stationary |
| Inspection Capability | OBD / TSI |
| PC | PC |
| LCD monitor | LCD monitor |
| Laser printer | Laser printer |
| Fingerprint reader | Fingerprint reader |
| Cart | Cart |
| OBDII Scantool | OBDII Scantool |
| Gas Cap Tester | Gas Cap Tester |
| 4600 Barcode Scanner | 4600 Barcode Scanner |
| 7600 PDA | |
| Gas Analyzer | Gas Analyzer |
| Smokemeter (Diesel) | |
| Station Purchase Price | \$8,265.59 |

PIF Mobile OBD/TSI Unit (Classes II & II F)

| PIF Class | II & II F |
|-------------------------------|--------------------|
| Platform | Mobile |
| Inspection Capability | OBD / TSI |
| PC | PC |
| LCD monitor | LCD monitor |
| Laser printer | Laser printer |
| Fingerprint reader | Fingerprint reader |
| Cart | Cart |
| OBDII Scantool | OBDII Scantool |
| Gas Cap Tester | Gas Cap Tester |
| 4600 Barcode Scanner | |
| 7600 PDA | 7600 PDA |
| Gas Analyzer | Gas Analyzer |
| Smokemeter (Diesel) | |
| Station Purchase Price | \$9,956.51 |

Additional Components:

Gas Analyzer (\$3,382.14)

OPTIONAL ITEMS: (Purchased as an upgrade at the time of the Initial Order)

- a. Touch Screen Monitor – 15" CRT (Unit Price: An additional \$675.00 as an upgrade to the 15" TFT Monitor)
- b. Vinyl Cart Cover (Unit Price: \$80.00 each)

NOTE: The actual model numbers and/or manufacturers may change from time to time based on availability. Any component updates will be functionally equivalent to the replaced components. Sales tax not included but is mandatory at time of order on maintenance costs and equipment sales.

“POA” TERMS AND CONDITIONS

General Provisions

1. DEFINITIONS

Components – Parts or components of the NJ2009 Unit, hardware or software.

NJ2009 Unit– The inspection system approved by the Agencies and purchased by User, to be used exclusively for approved functions associated with the NJMVIS. The NJ2009 Unit is available in three (3) configurations and the Component list is outlined herein and any other optional NJ2009 Unit option selected by you from the list above and/or from the NJMVIS Website.

Program (machine code) is a computer software program, whether pre-loaded on a NJ2009 Unit or provided separately, including related licensed materials such as documentation.

2. POA STRUCTURE

This POA and the IBM PAA is the complete agreement between: (a) you and SGST regarding your authorization that SGST act as your limited, exclusive agent for purposes of placing an order for a NJ2009 Unit on your behalf with Seller, and (b) you and the Seller regarding your acquisition of the NJ2009 Units. A NJ2009 Unit and the purchase of said NJ2009 Unit becomes subject to this POA and the IBM PAA when you submit the NJMVIS Order Form SGST. Confirmation of SGST's receipt of your POA constitutes SGST's and/or Seller's acceptance of your order. This POA replaces any prior oral or written communications concerning your acquisition of the NJ2009 Units. Any additional or different terms in any order or in any other written communications are void. You hereby agree that SGS Testcom may (at its option) provide a copy of any agreement or other contract (including the SPA, this POA and/or the IBM PAA) that you execute to Seller and/or the Agencies.

3. CHARGES AND PAYMENT

Purchases of a NJ2009 Unit hereunder shall be solely by money order, bank or certified check, or credit card transactions. Your choice of payment method must be indicated on the NJMVIS Payment Authorization Form. If credit card is selected, you must provide your credit card, name, billing address, account number, expiration date and signature authorizing SGST to debit said credit card for the full purchase price and other charges hereunder. Furthermore, if you finance the NJ2009 Unit through a 3rd Party Leasing entity, you MUST complete and submit all leasing paperwork to the leasing entity well in advance to ensure all approvals are received prior to the equipment ordering cutoff date. The 3rd Party Leasing entity must provide SGST with payment in full for the NJ2009 Unit configuration you intend to order. Regardless of payment method, you agree to pay SGST for the NJ2009 Unit as specified above, including fees or duties. You are responsible for any sales/use or any other tax with your order. You hereby authorize SGST, as your agent, to collect the payment for the NJ2009 Unit that it receives from you and remit to Seller on your behalf in advance of the shipment of NJ2009 Units to you.

4. RESPONSIBILITIES

You agree that under this POA: (a) Seller grants you only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted; (b) you will not bring a legal action concerning the purchase of the NJ2009 Unit hereunder more than one (1) year after the cause of action arose, and in no event later than eighteen (18) months after the date of this POA; and (c) neither you, Seller nor SGS Testcom is responsible for failure to fulfill any obligations due to causes beyond our respective control, including for reasons of force majeure (defined below).

You agree: (a) to acquire NJ2009 Units only for your own use, and not for remarketing or leasing; (b) that you are responsible for the results obtained from the use of the NJ2009 Unit; (c) not to assign, or otherwise transfer, this POA or your rights under it, or delegate your obligations, without SGS Testcom's prior written consent (any attempt to do so is void); (d) to provide SGS Testcom and its agents, representatives, suppliers or subcontractors with sufficient, free, timely and safe access to your facilities so that Seller can fulfill its obligations to you; and (e) to allow Seller and/or SGS Testcom (including, their respective agents, representatives, suppliers and subcontractors) to store your contact information, such as names, phone numbers, and e-mail addresses and to use such information solely as it relates to your purchases hereunder or under any other agreement with SGS Testcom or for purposes of the NJMVIS, or to communicate with you regarding the NJ2009 Unit and/or the NJMVIS. NJ2009 Units purchased hereunder may not be exported outside of the United States. User agrees to accept deliver of the NJ2009 Unit during your identified hours of operation or be subject to a return delivery fee. In addition, you agree to inspect the shipment of all NJMVIS Components for any visible damage and noting any damage on the bill of lading from

the freight carrier prior to accepting delivery from the freight carrier. Failure to document shipping damage may forfeit your right to claim replacement of damaged NJMVIS components. You agree that for the duration of your participation in the NJMVIS: (a) the NJ2009 Unit purchased hereunder shall be used exclusively for NJMVIS related business, professional or trade purposes only and for approved functions associated with the NJMVIS; and (b) such NJ2009 Unit shall not be used for any personal, family or household purposes. You understand that the NJ2009 Unit is a **CLOSED SYSTEM** designed to perform **ONLY** NJMVIS functions, and is not useful for any other non-NJMVIS purposes. You further agree not to install or have installed by a party other than SGS Testcom (or any of its subcontractors), for the duration of the term of the Contract between SGS Testcom and the Agencies any feature, device, part, option, alteration, component, software and/or attachment or the like not provided by SGS Testcom, Seller and/or the Agencies. Any violation of the foregoing may render your Station Participation Agreement (described below in Section 5) null and void in whole or in part.

5. STATION PARTICIPATION AGREEMENT

You understand that the NJ2009 Unit is not usable without the Services provided under the Station Participation Agreement (“SPA”), which include, among other Services, connectivity of your NJ2009 Unit to the NJMVIS Network.

6. INSTALLATION SERVICES

The NJMVIS Base Unit configurations have been designed to be “self-install” installations. Complete installation including proper care and operating instructions are included with the NJ2009 Unit. However, if you opt to purchase either the gas analyzer option or a diesel configuration, SGS Testcom will provide installation services to your station. SGS Testcom will provide installation services to your station, at no additional cost, provided you call the NJMVIS Help Desk to schedule installation after you have assembled your Base Unit.

7. TRANSFERABILITY

Transfer of the NJ2009 Unit to a third party must be in accordance with the terms of the Station Participation Agreement and subject to the approval of MVC. Transfer of the NJMVIS will require a newly executed Station Participation Agreement and applicable applications/forms.

8. TITLE AND RISK OF LOSS

Title to the NJ2009 Unit purchased hereunder shall transfer to you upon shipment of the NJ2009 Units to you from Seller and/or its supplier(s). The risk of loss for the NJ2009 Unit shall pass to you on the date on which the NJ2009 Unit is delivered to you.

9. PROGRAMS (MACHINE CODE)

For the NJ2009 Unit, Programs (Machine Code) are provided. Programs (Machine Code) are copyrighted and **licensed, not sold**, (including, but not limited to the Microsoft XPe® operating system) under the terms of the license agreement(s) provided with the NJ2009 Unit. You accept the terms of the licenses for Programs (Machine Code) according to the specified license.

10. WARRANTIES

The NJ2009 Unit (excluding consumable accessories and supply items such as paper, toner, printer cartridges, windshield stickers and the like) is warranted in accordance with the terms of sellers' respective statements of Limited Warranty accompanying each NJ2009 Unit. Warranties for Programs, if any, are in accordance with the warranty terms included in the applicable license agreement.

The warranties will be voided by theft, misuse, negligence, accident, modification, unsuitable physical or operating environment, improper maintenance by you or an unauthorized party, removal or alteration of NJ2009 Units or parts identification labels, or failure caused by a product other than those provided by SGS Testcom or its agents. The warranties will also be voided by installation by you or a party other than SGS Testcom (or any of its subcontractors) of any feature, device, part, option, alteration, component, software and/or attachment or the like not provided by SGS Testcom, Seller and/or the Agencies.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

There is no warranty that the NJ2009 Units will operate in an uninterrupted or error-free manner.

11. PATENTS AND COPYRIGHTS

For purposes of this Section, the term "NJ2009 Unit" includes Programs. If a third party claims that a NJ2009 Unit infringes that party's patent or copyright, Seller will defend you against that claim at its expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that you: (a) immediately notify SGS Testcom in writing of the claim (no later than 5 business days after your receipt or knowledge of the claim); (b) allow SGS Testcom and/or Seller to control, the defense and any related settlement negotiations; and (c) fully and promptly cooperate with SGS Testcom and/or Seller in the defense or settlement of the claim. If such a claim is made or appears likely to be made, you agree to immediately notify SGS Testcom and permit SGS Testcom and/or Seller to enable you to continue to use the NJ2009 Units, or to modify them, or replace them with ones that are functionally equivalent. If it is determined that none of these alternatives is reasonably available, you agree to return the NJ2009 Units to SGS Testcom (or its designee(s)) on SGS Testcom's request. SGS Testcom will then give you a credit equal to your net book value provided you have followed generally-accepted accounting principles. This is SGS Testcom's and Seller's entire obligation to you regarding any claim of infringement.

12. CLAIMS FOR WHICH SGS TESTCOM AND/OR SELLER ARE NOT RESPONSIBLE

SGS Testcom and Seller each have no obligation regarding any claim based on any of the following: (a) anything you provide which is incorporated into a NJ2009 Unit; (b) your modification of a NJ2009 Unit, or a Program's use in other than the NJ2009 Unit and Programs with which it is designed to operate, as described in the NJMVIS specifications; (c) the combination, operation, or use of a NJ2009 Unit with other NJ2009 Units not provided by Seller as a system, or the combination, operation, or use of a NJ2009 Unit with any product, data, apparatus, feature, device, part, option, alteration, component, software and/or attachment or the like not provided hereunder in connection with the NJMVIS.

13. LIMITATION OF LIABILITY

Circumstances may arise where you may be able to recover damages hereunder. In each such instance, regardless of the basis on which you are entitled to claim damages hereunder (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), SGS Testcom is not liable for more than one hundred dollars (\$100), and Seller only is liable for no more than: (a) damages for bodily injury (including death) and damage to real property and tangible personal property; and (b) the amount of any other actual direct damages, up to amount you paid for the NJ2009 Units, that is the subject of the claim. This limit also applies to any other sellers or suppliers of NJ2009 Units hereunder. It is the maximum for which all SGS Testcom and Seller are collectively responsible.

For purposes of this item, the term "NJ2009 Unit" includes Programs. This limit also applies to any of Seller's suppliers, subcontractors and Program developers. It is the maximum for which Seller, its subcontractors and suppliers, Program developers and SGS Testcom are collectively responsible.

14. ITEMS FOR WHICH THERE IS NO LIABILITY

Under no circumstances are SGS Testcom, Seller and Seller's suppliers liable for any of the following: (a) third-party claims against you for damages (other than those under the first two items listed above); (b) loss of, or damage to, your records or data; or (c) special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if they are informed of their possibility. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

15. GENERAL

Any terms of this Agreement which by their nature extend beyond the Agreement termination shall remain in effect until fulfilled, and apply to all respective successors and assigns.

All your rights and all of Sellers' and SGS Testcom's obligations hereunder with respect to the NJ2009 Units are valid only in the United States. Any POA's for delivery to addresses that are not valid and within the United States are not accepted and shall not be processed.

You consent to the application of the laws of the State of New Jersey to govern, interpret, and enforce all of your rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this POA, without regard to conflict of law principles.

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

Removal and disposal of all packing materials for the products are your sole responsibility, and you agree to undertake such removal and disposal in compliance with all laws and regulations.

All deliveries of NJ2009 Units will be "inside deliveries" and will require acceptance and signoff by your designated site contact(s).

You hereby consent and grant to the Agencies, SGS Testcom, Seller and/or their respective subcontractors the right and/or license to access your premises or site and to use and/or modify your NJ2009 Units and the NJMVIS related hardware, software, firmware and other NJMVIS products used by you without infringing the ownership or license rights (including patent and copyright) of the providers, suppliers, and/or owners of such NJ2009 Units and products.

You shall ensure that your site and/or station environment(s), including the location of the NJ2009 Units, meet reasonable safety and serviceability requirements.

The term "force majeure" shall include all acts of God, work stoppages due to labor disputes, strikes or otherwise, fires, explosions, epidemics, riots, acts of war, acts of terrorism, utility failures or outages, rebellion, sabotage, or other catastrophic events. You shall not have any claim for damages resulting from delays or non-performance caused by force majeure hereunder.

You have reviewed and fully understand this POA and all information provided by you is true and correct. By signing the NJMVIS Signature Page, you agree: (a) to the terms and conditions of this POA, (b) that you are responsible for paying for the NJ2009 Units hereunder before they will be shipped to you, and (c) that your credit or debit card (if used) information set forth on the NJMVIS Payment Authorization Form is accurate, true and complete, and (d) that your signature on the NJMVIS Payment Authorization Form confirms the foregoing and constitutes your express authorization that SGS Testcom may debit your card with all amounts due hereunder. The person who signs the NJMVIS Signature Page represents and warrants that he/she is duly authorized to sign on your (the Station named on the NJMVIS Enrollment Page) behalf.

End of Purchase Order Agreement

Part 3 of 3: - IBM Product Acquisition Agreement

("IBM PAA")

By your signature on the NJMVIS Signature Page you hereby (a) accept the terms and conditions in this IBM Product Acquisition Agreement (the "IBM PAA") and (b) acknowledge and agree that (by virtue of your signature on the NJMVIS Signature Page) the IBM PAA below is an agreement by and between International Business Machines Corporation and you. Carefully read these terms under which IBM provides Products to you. You accept the terms of this IBM PAA by any of the following:

- a. By your act of ordering the Product,
- b. By your payment for the Product,
- c. By your acceptance of delivery of the Product, and/or
- d. By your use of the Product

"IBM PAA" TERMS AND CONDITIONS

General Provisions

1. DEFINITIONS

- a. **NJ2009 Unit** consists of (i) the hardware and software furnished by IBM and (ii) the software image furnished by SGS Testcom.
- b. **Code** is microcode, BIOS, utility programs, device drivers, and diagnostics delivered with the NJ2009 Unit.
- c. **Product** is a product and/or a Program sold, licensed or sublicensed hereunder through SGS Testcom under the NJMVIS.
- d. **Program** is a computer software program, whether pre-loaded on a NJ2009 Unit or provided separately, including related licensed materials such as documentation.

2. AGREEMENT STRUCTURE

This Agreement, including its associated warranty statements and license agreements, is the complete agreement between you and IBM regarding your acquisition of the Products. This Agreement replaces any prior oral or written communications between you and IBM concerning your acquisition of these Products. Any additional or different terms in any order or written communications from you are void.

3. RESPONSIBILITIES

Both of us agree that under this Agreement: (a) each of us grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted; (b) neither of us will bring a legal action more than two years after the cause of action; and neither of us is responsible for failure to fulfill any obligations due to causes beyond its control. You agree: (a) to acquire Products only for your own use, and not for remarketing or leasing; (b) that you are responsible for the results obtained from the use of the Products; (c) not to assign, or otherwise transfer, this Agreement or your rights under it, or delegate your obligations, without IBM's prior written consent (any attempt to do so is void); (d) to provide IBM with sufficient, free, and safe access to your facilities for IBM to fulfill its obligations; (e) to allow IBM to store your contact information, such as names, phone numbers, and e-mail addresses only in connection with this transaction, the NJMVIS program and IBM's responsibilities to SGS Testcom in connection therewith; and (f) to comply with all applicable export and import laws and regulations.

4. TITLE AND RISK OF LOSS

IBM transfers title to you upon shipment. IBM bears the risk of loss for the Products through the date on which IBM delivers them to you. Thereafter, you assume the risk.

5. IBM PRODUCTS AND SERVICES

The IBM Products and Services for the NJ-2009 unit covered by this Part 3 – IBM Product Acquisition Agreement are listed in the table below:

| |
|--|
| IBM PRODUCTS AND SERVICES FOR NJ-2009 |
| Lenovo PC with Microsoft XP embedded image |

| |
|---|
| Hooleon Keyboard cover, Belkin RJ-11 cable & MousePad |
| ViewSonic 15" TFT Display |
| Pre N Desktop Network Card |
| Hand Held Linear Barcode Scanner (4600) |
| Lexmark E260D Printer |
| Drake Custom Computer Cart (DR4324VR) |
| Planning, Design, Configuration, Integration & PM |

IBM selected the products and services listed above based on a design specification provided to IBM by SGS Testcom. IBM's selection of the products and services was formulated using IBM's expertise and its understanding of your business needs. IBM recognizes that you are relying on IBM to use reasonable care and skill to select non-IBM Programs and services. IBM is solely and primarily responsible for all products and services listed in the table above. For any issues or problems with IBM's products or services, IBM is directly responsible for resolution through a Subcontract with SGS Testcom.

6. CODE

For the NJ2009 Units IBM provides Code. Code is copyrighted and licensed (not sold) under the terms of the license agreement provided with the NJ2009 Unit. You accept the terms of the license for Code according to the method specified in the license.

7. PROGRAMS

Programs are copyrighted and licensed (not sold) under the terms of the license agreements applicable to them. You accept the terms of the license for a Program according to the method specified in the license.

8. IBM WARRANTIES

Those parts of the NJ2009 Units described in Section 1,a,(i) of the definition of "NJ2009 Unit" are warranted in accordance with the terms of the applicable statements of warranty accompanying each NJ2009 Unit. Warranties for Programs, if any, are in accordance with the warranty terms included in the applicable license agreement. The warranties will be voided by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, removal or alteration of Product or parts identification labels, or failure caused by a product for which IBM is not responsible. **EXCEPT AS OTHERWISE SET FORTH IN YOUR STATION PARTICIPATION AGREEMENT WITH SGS TESTCOM WHICH IS IN EFFECT SOLELY BETWEEN YOU AND SGS TESTCOM (THE "SPA"), THE FOREGOING ARE THE EXCLUSIVE WARRANTIES PROVIDED BY IBM DIRECTLY TO YOU AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. EXCEPT AS OTHERWISE PROVIDED IN THE SPA, IN THAT**

EVENT SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD AND NO WARRANTIES APPLY AFTER THAT PERIOD. IBM does not warrant uninterrupted or error-free operation of a Product (including that part of the NJ2009 Units described in Section 1,a,(ii) of the definition of "NJ2009 Unit") or that IBM will correct all defects. Unless IBM specifies otherwise, it provides non-IBM Products WITHOUT WARRANTIES OF ANY KIND. However, non-IBM manufacturers, suppliers, or publishers may provide their own warranties to you.

9. PATENTS AND COPYRIGHTS

For purposes of this Section, the term "Product" includes Code. If a third party claims that a Product (meaning, those parts of the Product described in Section 1,a,(i) of the definition of "NJ2009 Unit") IBM provides to you infringes that party's patent or copyright, IBM will defend you against that claim at its expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that you: (a) promptly notify IBM in writing of the claim; and (b) allow IBM to control, and cooperate with IBM in, the defense and any related settlement negotiations. If such a claim is made or appears likely to be made, you agree to permit IBM to enable you to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If IBM determines that none of these alternatives is reasonably available you agree to return the Product to IBM on its written request. IBM will then give you a credit equal to for a NJ2009 Unit; your net book value provided you have followed generally-accepted accounting principles. This is IBM's entire obligation to you regarding any claim of infringement. As part of the exercise of remedies hereunder, IBM will consult with SGS Testcom Inc. (and if so elected by SGS Testcom Inc., with the New Jersey MVC) with respect to the resolution of an infringement situation which invokes the need to provide a credit as stated above. Such consultation would occur prior to said credit being delivered.

10. CLAIMS FOR WHICH IBM IS NOT RESPONSIBLE

IBM has no obligation regarding any claim based on any of the following: (a) anything you provide which is incorporated into a Product; (b) your modification of a Product, (c) or a Program's use in other than the NJ2009 Unit or any generally available and published specification; (d) the combination, operation, or use of a Product with other products not provided by IBM as a system, or the combination, operation, or use of a Product with any product, data, or apparatus that IBM did not provide; or (e) infringement by a non-IBM Product alone.

11. LIMITATION OF LIABILITY

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which you are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable for no more than: (a) payments referred to in IBM's patents and copyrights terms described above; (b) damages for bodily injury (including death) and damage to real property and tangible personal property; and (c) the amount of any other actual direct damages, up to amount you paid for the Product that is the subject of the claim. For purposes of this item, the term "Product" includes Code. This limit also applies to any of IBM's subcontractors and Program developers. It is the maximum for which IBM and its subcontractors and Program developers are collectively responsible.

12. ITEMS FOR WHICH IBM IS NOT LIABLE

Under no circumstances are IBM, its subcontractors, or Program developers liable for any of the following: (a) third-party claims against you for damages (other than those under 10 (a) and (b) above); (b) loss of, or damage to, your records or data; or (c) special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if they are informed of their possibility. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

13. GENERAL

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to both of our respective successors and assignees.

All your rights and all of IBM's obligations are valid only in the United States

Both you and IBM consent to the application of the laws of the State of New Jersey to govern, interpret, and enforce all of your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

End of IBM Product Acquisition Agreement

Communications Connection Requirements

Stations must provide continuous internet access to the Workstation

One of the changes in the new NJ2009 Inspection Program is the ability to connect to the VID via the Internet. The following summarizes the station's responsibility in providing the appropriate communication connection access for the NJ2009 Workstation. There are several options for internet connection type. All charges for connection to the Internet or for any required telephone lines are the responsibility of the inspection station.

When the new program starts, inspections will be conducted online to the New Jersey Vehicle Inspection and Information System (VIIS).

All NJ2009 Workstations will require an Internet connection (i.e., High Speed/Broadband, Wi-Fi or Dial-up). If using a dial-up connection, a dedicated phone line is required, to ensure the connection to the VID is continuous.

OPTION 1: High Speed Internet Connection

Stations must provide a connection to an unencumbered high speed Internet connection (i.e., DSL or cable modem). This means that the connection **MUST NOT** have any proxy servers or firewalls that would block outgoing connections since these affect the NJ2009 Workstation. The station's broadband network setup shall automatically provide IP addresses to the workstation for its network interface and DNS lookup via standard DHCP. The workstation will not support static IP addresses or specialized network configurations. It is the station's responsibility to provide the appropriate length of RJ-45 Local Area Network Cable (Cat 5) to connect the NJ2009 Workstation to the access point.

OPTION 2: Dial-Up Internet Connection

Stations must provide access to the Internet through a phone line to an Internet Service Provider (ISP) of the Station's choice. Please be advised that if this option is used, you **MUST** enter the following information (from your ISP) into the NJ2009 Workstation prior to its first connection:

ISP Access Phone Number

User Name

Password

Questions? Please call the Station Hotline at 1-888-6NJ-2009 (888-665-2009)

As an example, AOL and AT&T ISP use a dialing program to access the internet. When you launch these programs, the dialer calls the ISP and provides this information “behind the scenes” to the receiving server. The NJ2009 Workstation will need this information in its dialer to serve the same purpose. ISPs that cannot be accessed without the use of specialized dialing programs or that require additional login scripts will not be supported. Once connected to the Internet, the NJ2009 Workstation will log into the Parsons VIIS. Please note that depending on your ISP, local phone charges or access fees may apply and are the full responsibility of the station.

OPTION 3: Wi-Fi Internet Connection

Stations may also access to the Internet through a wireless connection within the station to an Internet Service Provider (ISP) of the station’s choice.

Need Help?

If you need assistance in determining which connection method makes most sense for you or want to discuss your unique configuration, please call station hotline at 1-888-665-2009 (1-888-6 NJ2009) where our technical customer service representatives will be glad to help.



Equipment Leasing Option

New Jersey Motor Vehicle Inspection Program Provided by IMM Leasing

Leasing Representative:

Walter Stranzl
2050 Center Avenue
Suite 600
Fort Lee, NJ 07024
Phone: 201-346-0482
Fax: 201-302-0708
Email: wstranzl@optonline.com

Leasing Application Instructions:

1. Complete and sign application
2. Return application and the following documents via fax (201-302-0708) or scan and email to wstranzl@optonline.com. Please include:
 - A. Signed Application
 - B. Bank statements from previous three months
 - C. Drivers license for each owner
3. If credit is approved, approved lease documents will be sent to the lessee. If rejected, the lessee will receive notification.
4. A. Lessee will execute all documents and return along with two checks. One check will be for the first and last month's payment. The other check will be for documentation fees of \$250. The original documents and checks should be returned via overnight delivery to insure tracking and timely processing.
B. All future lease payments will be made via ACH debit
5. A verbal confirmation will be completed with the lessee verifying their understanding of the terms.

Questions? Please contact IMM Leasing Representative, Walter Stranzl at 201-346-0482 or via email: wstranzl@optonline.com

Walter Stranzl
 2050 Center Avenue, Suite 600
 Fort Lee, NY 07024
 P-201-346-0481 F-201-302-0708
wstranzl@optonline.com

CREDIT APPLICATION

| | | | |
|--------------------------------------|---------------------------------|-------------|---|
| Vendor Name SGS Automotive | City Ballston Spa, NY | Telephone # | Funding Source may contact lessee unless otherwise notified in writing by vendor. |
| Contact: | | | |

| | | | |
|---|----------------|------------------------|-----------------------------|
| EQUIPMENT TO BE LEASED (Attach separate list if necessary.) | Equipment Cost | Lease Term (in Months) | Monthly Payment Without Tax |
| New or Used | | | |

EQUIPMENT LOCATION

| | | | | |
|---------|------|--------|-------|-----|
| Address | City | County | State | Zip |
|---------|------|--------|-------|-----|

| | |
|--|------------------|
| LESSEE (Important to list legal name of entity.) | Federal Tax ID # |
|--|------------------|

| | | | | |
|-----------------|------|--------|-------|-----|
| Mailing Address | City | County | State | Zip |
|-----------------|------|--------|-------|-----|

| | | |
|----------------------|----------------|-------|
| Telephone No. () | Contact Person | Title |
|----------------------|----------------|-------|

| | | | |
|--------------------|-------------------|---|-----------|
| Nature of Business | Years in Business | <input type="checkbox"/> Propriet. <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (Gen. Or Ltd.?) | Year Inc. |
|--------------------|-------------------|---|-----------|

PERSONAL INFORMATION ON OFFICERS, PARTNERS, OR GUARANTORS

| | | |
|------|-------|---------------------|
| Name | Title | Social Security No. |
|------|-------|---------------------|

| | | | | |
|--------------|------|-------|-----|-------------------|
| Home Address | City | State | Zip | Home Phone () |
|--------------|------|-------|-----|-------------------|

| | | |
|------|-------|---------------------|
| Name | Title | Social Security No. |
|------|-------|---------------------|

| | | | | |
|--------------|------|-------|-----|-------------------|
| Home Address | City | State | Zip | Home Phone () |
|--------------|------|-------|-----|-------------------|

COMPANY BANK REFERENCE – TWO YEAR HISTORY (Important to establish any loan history.)

| | | | | |
|---------------------|--------------|-----------|----------------------|-----------------|
| Name of Bank/Branch | Chkg. Acct.# | How Long? | Telephone No. () | Contact Officer |
| | Loan Acct. # | | | |
| Name of Bank/Branch | Chkg. Acct.# | How Long? | Telephone No. () | Contact Officer |
| | Loan Acct. # | | | |

TRADE REFERENCES – TWO YEAR HISTORY (Important to establish high credit and payment history.)

| | | | | |
|------------------|------|-------|---------------|----------------|
| Name of Supplier | City | State | Telephone No. | Contact Person |
| Name of Supplier | City | State | Telephone No. | Contact Person |
| Name of Supplier | City | State | Telephone No. | Contact Person |
| Lease Reference | City | State | Telephone No. | Contact Person |

DECLARATION

The above information, together with any accompanying financial statements, schedules, or other materials, is submitted for the purpose of obtaining credit and is warranted to be true, correct and complete. The Funding Source is hereby authorized to investigate (directly or through an agent or nominee) our credit and financed responsibility. By signing below, the undersigned individual, who is either a principal of the credit applicant or a personal guarantor of its obligations, provides written instruction to the Funding source or its designee authorizing review of his/her personal credit profile from a national credit bureau. Such authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purposes of update, renewal, or extension of such credit or additional credit and for reviewing or collecting the resulting account. A Photostat or facsimile copy of this authorization shall be valid as the original. By signature below, I/we affirm my/our identity as the respective individual(s) identified in the above application. I/we confirm that no petition for bankruptcy has been filed under the company or on an individual basis and that no open liens/judgments exist against the company or on an individual basis.

| | |
|------------------------|----------------------|
| Individual Name: _____ | Business Name: _____ |
| _____ (Signature) | _____ (Date) |