

Virginia Air Check Station Participation and Services Agreement

This Virginia Air Check Station Participation and Services Agreement (hereafter “Agreement”) is between Opus Inspection, Inc., 7 Kripes Road (hereafter “Opus”) and

Facility Name: _____

Facility Address: _____

DEQ Facility Number: _____ (hereafter “Station”).

Station confirms that it is a currently licensed Emission Inspection Station in the Commonwealth of Virginia or will be a licensed Emission Inspection Station pending installation of NVAS-2 equipment pursuant to this agreement. The Agreement shall have an Effective Date as of the date of signing and shall continue for an initial term until March 31, 2021, unless sooner terminated as otherwise provided herein. Thereafter, this Agreement shall be extended automatically by 12- or 24-month intervals equivalent to any extensions granted by the Commonwealth of Virginia to Opus under its Vehicle Emissions Inspection & Maintenance Program – Program Coordinator Services contract. This Agreement may be amended from time to time by Opus unilaterally as is reasonably necessary to ensure compliance with DEQ rules, regulations and guidelines. Station agrees to comply with all licensing requirements for a Virginia Emission Inspection Station, including providing a fully functional and available dynamometer model currently certified by DEQ. Station further agrees to comply with the payment terms in Attachment A. Any past due invoices will result in the Station being locked out from any further official testing until the Station fully complies with the terms of this Agreement.

1. Pricing: Prices and payment terms for the Virginia Air Check Station participation and services are specified in Appendix A. Station is responsible for filing and paying all taxes, including sales and property taxes. Station agrees that the NVAS-2 (Northern Virginia Analyzer System Generation 2) system (see 9. Equipment list), including options and a second spare disposable calibration gas set (hereafter “Equipment”) is provided by Opus under this Agreement exclusively for the Station’s use only and that title and ownership of the Equipment remains with Opus at all times. Station may not transfer use of the Equipment to another station or business entity for any purpose without prior written consent from Opus. The Equipment, including options, must be returned to Opus in good working condition when this Agreement is terminated (see paragraphs 5 & 6).

2. Services: Opus will provide warranty services for the Equipment and maintenance services for an approved dynamometer provided by the Station which is fully functional and available at the time of Equipment commissioning. Opus’s warranty services (collectively, the “Warranty Services”) include service of mechanical defects on the approved dynamometer and will be provided as follows:

2.1 Equipment Installation: Opus will deliver, install, and commission one set of Equipment on a rental basis to Stations that have signed this Agreement and that employ a full-time Inspector who has successfully completed Opus's Inspector training program. The Equipment will be connected to the Station-provided approved and fully functional dynamometer. If the Station is not ready at the time of Opus' Equipment installation (such as missing Internet services, or a dynamometer that is not fully functional), Opus will charge a site visit fee of \$240.00 for each subsequent visit needed for commissioning or installation.

2.2 Dynamometer review and approval: If Station was not a Licensed Emission Inspection station on October 15, 2013, the Station is required to have a new or certified manufacturer-refurbished dyne available and ready to be connected to the NVAS-2 at the Station. Stations that were not a Licensed Emission Inspection station on October 15, 2013 with a dyne that is not new or manufacturer refurbished may participate only after Opus has performed a thorough review of the dyne, to determine if the dyne is in condition similar to a manufacturer refurbished condition. Opus, in its sole discretion, will determine if the Station's dyne meets the requirements of this Agreement.

2.3 Unlimited Help Desk Support: Opus will provide help desk support, Mondays through Fridays, from 8:00 AM to 6 PM, and Saturdays, from 8:00 AM to 2:00 PM, excluding the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas and any other official State holidays. A staffed help desk can be reached for direct support under 1-866-OBD-TEST. Outside of the Help Desk's business hours, an automated Telephone Hot Line is available under the same number.

2.4 Parts Replacement and On-Site Service: Upon receiving a service call, the Opus help desk will determine the nature of the problem and, at its own discretion, choose the appropriate support response, which will be one of the following: (i) phone support, which is available immediately upon logging the service call, (ii) replacement of a part, which will typically be dispatched on the same day, or (iii) on-site visit by a Opus Field Service Representative. This Agreement does not cover costs of service calls requiring dynamometer parts replacement in excess of belt replacement and other regular maintenance, replacement of consumables in excess of designed and specified usage as per Opus' Specification Documents, nor does it cover damage to the Equipment or any other item due to improper use by customer, or customer abuse or neglect. All replacement parts and consumables must be purchased from Opus. Excluded from the parts warranty and the Opus purchase requirement are the following consumables, which will be replaced at Station's expense:

- Printer Toner/Cartridge
- Paper
- Phone Modem Cord
- Keyboard Cover

3. Opus's limitation of service requirement: Opus will have no obligation to provide Warranty Services under this Agreement if the request for service arises as a result of:

- Any system malfunctions due to incapacity or inadequate quality of the electrical power source, except if optional or owner supplied power surge protection for the Equipment is properly installed in the Station;
- Use of any spare parts, third party calibration gas or consumables for Equipment or dynamometer not authorized, in writing, by Opus or not provided by Opus;
- Any software or hardware installed or connected with the Equipment that is not authorized in writing by Opus;
- Deterioration due to adverse environmental conditions arising during use or storage of Equipment;
- Fault or neglect by the Equipment user, such as Station owner, his employees, invitees, customers, or representatives or other Customer abuse;
- Any unauthorized repair, modification, or change to the Equipment not performed by Opus;
- Any unauthorized Internet or networking use of the Equipment unless authorized, in writing, by Opus;
- Any non-compliance by the Station with this Agreement;
- Any accident, catastrophic events or force majeure;
- Any use of special attachments or other options with the Equipment not provided by, or consented to in writing, by Opus;
- Improper use or misuse of the Equipment, not in conformance with the NVAS-2 User Manual supplied by Opus or any subsequent operating or care instructions promulgated by Opus.

Any of the above conditions will void the Equipment warranty and will require a full equipment review. Any such review plus any cost to repair or replace parts, including labor costs that are incurred to restore the Equipment to good working order due to such unauthorized installations or use, shall be at the sole expense of Station. Services resulting from any of the above conditions that are deemed necessary by Opus are outside of the provided Warranty Services and shall be billed at a labor rate of \$120.00 per hour. Parts prices shall be based on Opus's Equipment Spares Price List. Any Service call for such an equipment review and necessary services shall be billed at a minimum of two hours at a labor rate of \$120.00 per hour. Subsequent service calls shall be bill at actual hours.

4. Station Responsibilities: Station shall:

- Provide and maintain at all times its Virginia Air Check Emission Inspection Station permit.
- Provide continuous Internet service (high speed if available to Station; otherwise dial-

up).

- Permit Opus's service personnel to have full and free access to the Equipment during Station's business hours in order to provide the services described in this Agreement;
- Provide adequate working space and all heat, light, ventilation, electric current and other facilities reasonably required by Opus's service personnel to complete its obligations hereunder;
- Provide reasonable operating conditions for the Equipment including electrical power, which is free from electrical noise and sufficient to meet the requirements of the Equipment;
- Station shall notify Opus in writing, at least fifteen (15) business days in advance, of any proposed change in location of the Equipment covered in this Agreement.

5. Termination by Station: Termination by Station is permitted if Station chooses to permanently discontinue participation as a permitted emission inspection station in the Virginia Air Check enhanced I/M program by giving 90 day prior written notice to Opus and DEQ. In such case, Station is obligated to return Equipment, including options in good working condition, at Station's sole cost to Opus's Virginia location at the time the participation in the Air Check program is discontinued. In case of damages to the Equipment, Station will be charged to restore returned Equipment in good working condition. If Station fails to return the Equipment, Opus may either charge Station for the full replacement cost of such Equipment or may pursue any remedies available to it under applicable law including reclaiming the Equipment and assessing all reasonable costs incurred by Opus to Station.

6. Termination by Default: In case of a default of this Agreement by Station Opus shall have the right to immediately suspend Services under this Agreement and lock the Equipment out, preventing Station from performing any further testing under the Virginia Vehicle Inspection Program. Failure to make payment within terms listed in Attachment A constitutes default under this Agreement. Suspension of such Services is not in lieu of any other remedies Opus may have against Station, including but not limited those specified in Section 5 above.

7. Limitation of Liability: The liability of Opus hereunder shall be limited to restoring the Equipment to good working order. Opus shall not be liable for failure to restore the Equipment to good working order when such failure is due to causes beyond its reasonable control, including, but not limited to, any inability of Opus to obtain necessary labor or materials or spare parts, negligent or intentional acts by the Station, acts of God, strikes, floods, riots, delays in transportation or other inability, due to causes beyond the reasonable control of Opus. The prices allocated in this Agreement for any parts or service, alleged to be the cause of any loss or damage to Station, shall be the maximum limit of Opus's liability, whether founded in contract or tort (including negligence) arising out of, or resulting from (i) this Agreement, or the performance, or breach thereof, (ii) the design, manufacture, delivery, sale, repair, replacement, or (iii) the use of any Equipment for the furnishing of such service.

8. General: No modification of this Agreement shall be binding unless it is in writing and signed by both parties. This Agreement is a complete and exclusive statement of all terms and conditions between the parties concerning equipment maintenance to be furnished by Opus to the Station and it supersedes and replaces any previous agreement concerning equipment maintenance between Opus and the Station. This Agreement is not transferable or assignable by Station under any circumstances.

9. Equipment List: The major components of the NVAS-2 shall include the following items. Items may change without notice and are based upon availability:

ESP10400-89 Gen 3

| Component ID | Description | Qty | Std UOM |
|--------------|--|-----|---------|
| ESP31400-1 | OBD2 Link, SPX S9020-2 with Professional Grade Cables | 1 | EA |
| ESP30371-3 | POWER STRIP/SURGE PROTECTOR | 1 | EA |
| ESP10908-20 | ASSY, SAMPLE SYSTEM, 5-GAS, G3 | 1 | EA |
| 4200-034 | Kit, CAP8513 RPM Non-contact Serial PCB, G3 | 1 | EA |
| ESP10974-2 | MOUSE PAD | 1 | EA |
| ESP30055-15 | MONITOR, 19", WIDE ANGLE LCD, FLAT PANEL, ROHS | 1 | EA |
| ESP30324-15 | PRINTER, LASER, OKI B4400 | 1 | EA |
| ESP30332-1 | PAPER,WHT,8.5x11,20LB,500SHT | 1 | EA |
| ESP30652-19 | Barcode Scanner, Honeywell Xenon1900_DS_RevB 2D cabled point & shoot with 15' cable. | 1 | EA |
| ESP30791-14 | Cable, USB, Extension, Type A (M) x A (F), 10' L, Black | 1 | EA |
| ESP30810-19 | PC, DELL OPTIPLEX 3010-MINI-TOWER, 250GB HD, 1.90GHZ, | 1 | EA |
| ESP30846-6 | FLASH DRIVE, USB, 4GB, WITH BOOST | 1 | EA |
| ESP11319-2 | Adapter, USB Wireless Internet | 1 | EA |
| ESP30356-5 | Microsoft® LifeCam HD-3000 for Business | 2 | EA |
| 4220-145 | Finger Print Scanner, Digital Persona U are U 4500 | 1 | EA |
| ESP30832-3 | Remote Control, SMK-LINK Presentation Pilot Pro | 1 | EA |
| HT206441-11 | Sample Hose Assy. | 1 | EA |
| 7000-001 | Zero Air Generator | 1 | EA |
| ESP11049-0 | ASSY, CABINET ENCLOSURE, G3, BASE | 1 | EA |
| HT202561-20 | GAS CAL BAR 97 HIGH GAS | 2 | EA |

This Agreement can be viewed and executed online by visiting www.VirginiaVIP.org.

Attachment A
Payment Schedule and Options

1. Station participation, Equipment usage and service fee, and fees for use of Equipment options:

NVAS-2 – Virginia Computerized Vehicle Inspection System
Quarterly Services Fee (payment due in advance) \$875.00

2. Late entry fees for Station Agreements signed after March 31, 2014

a. Fee for each quarter or part thereof after March 31, 2014 \$875.00/qtr.

3. Options: Please purchase options online at www.VirginiaVIP.org

| | |
|--|------------|
| Extended Dynamometer Warranty (price per year) | \$295.00 |
| Wireless 2-D Bar Code Scanner | \$695.00 |
| Wireless OBD Scan Tool | \$795.00 |
| Large 21" Monitor Replacement | \$250.00 |
| Second Monitor for Wait Area | \$400.00 |
| Touch Screen Monitor Replacement | \$1,200.00 |
| OBD Verification Tool Upgrade | \$295.00 |

Payment for use of options is due at the time of the order.

Invoicing for quarterly service fee will occur forty-five (45) days prior to the beginning of each quarter. All accounts are set up on a **Net 30** basis. ACH payments will be processed the 15th day of the month prior to each quarter.

4. Methods of Payment:

1. ACH (Complete form online at www.VirginiaVIP.org.)
2. Visa (Sign up for auto-pay at www.VirginiaVIP.org.)
3. Master Card (Sign up for auto-pay at www.VirginiaVIP.org.)