

## STATION AGREEMENT

### AUTHORITY

The New York State Department of Motor Vehicles (“DMV”) has entered into a contract (the “Contract”) with Systech International, LLC (Systech) wherein Systech will offer the services provided for in this Agreement under the terms and conditions specified herein (the “Services”). To participate in the NYVIP2, licensed inspection stations (the “Station”) MUST use the Services. This Agreement describes the terms and conditions under which the Services will be provided.

Network Services, Warranty Services and Training Services will be paid for by the Station through a fee charged each time the Computerized Vehicle Inspection System (CVIS) transmits a completed vehicle inspection record to the Systech NYVIP2 Information Management Network (the “Network”).

### TYPES OF SERVICES PROVIDED

**Systech will directly provide the following services:**

- **Network Services** – Allows the NYVIP2 Computerized Vehicle Inspection System (CVIS) to connect to the Systech NYVIP2 Information Management Network for the purpose of receiving and sending information to DMV involving vehicle inspections and repairs, and reporting the condition and status of your CVIS to Systech;
- **Warranty Services** - Provides hardware and software Warranty Services to the Station in order to keep CVIS in good working order;
- **Training Services** – Training and certification of Station inspectors through a Computer Based Training (“CBT”) program; and
- **Other** - Certain other hardware, software and service options available to Stations.

### **Part 1: New York Vehicle Inspection Station Participation and Services**

This NYVIP2 Enrollment and Service Agreement (hereafter “Agreement”) is between Systech International, LLC, 7 Kripes Road, East Granby, CT 06026 (hereafter “Systech”) and,

**Facility Name:** \_\_\_\_\_

**Facility Address:** \_\_\_\_\_  
\_\_\_\_\_

**DMV Facility Number:** \_\_\_\_\_ (hereafter “Station”).

**Station confirms that it is a licensed Safety or Safety/Emission Inspection Station in the State of New York. The Agreement shall have an Effective Date as defined under Section 22 and shall continue for an initial term until November 30, 2020, except as otherwise provided herein. Thereafter, this Agreement may be extended by 12- or 24-month intervals equivalent to any additional extensions granted by the State of New York to Systech under its NYVIP2 Contract. This Agreement may be amended from time to time by Systech with**

**DMV approval, to ensure compliance with NYVIP2 rules, regulations and guidelines. Station agrees to comply with all licensing requirements for a New York Safety or Safety/Emission Inspection Station. Station further agrees to comply with Systech's payment terms. Any past due invoices will result in the Station being locked out from any further official testing should payment not be received in full within 30 days from the due date for the first occurrence. Station will be locked out immediately for any occurrences thereafter and be required to use ACH for all future equipment and transaction fee payments.**

**Invoice Dispute Process:** In the event of a dispute concerning an Invoice, Station shall notify Systech in writing at the address listed above. If Station does not give Systech written notice of a dispute within thirty (30) days from the date of the Invoice, such Invoice shall be deemed undisputed and binding on Station. Station shall be responsible for paying any undisputed Invoice amounts by the required payment due date.

**This Agreement provides for the connectivity and maintenance support of one (1) NYVIP2 CVIS (Computerized Vehicle Inspection System), hereafter "CVIS". A separate Agreement is required for each Additional CVIS purchased by the Station. Each CVIS, in order to qualify for the Services hereunder, shall be used by Station solely for NYVIP2 related business, professional or trade purposes only, and not for any personal, family or household purposes.**

- 1. Pricing: Prices and payment terms for the CVIS purchase and warranty services are specified in Part 2.**
- 2. Warranty Services:** Systech will provide warranty services for the covered CVIS, upgrades, optional equipment, and spare parts for the term of this Agreement. Warranty services will cover parts replacement and on-site service. Upon receiving a service call, the Systech help desk will determine the nature of the problem **and, at its own discretion, choose the appropriate support, which will be one of the following: (i) phone support, which is available immediately upon logging the service call, (ii) send replacement part(s), which will typically be dispatched on the same day, or (iii) on-site visit by Systech Field Service Representative. This Agreement does NOT cover replacement of consumables, nor does it cover damage to the CVIS or any other item due to customer abuse. All replacement parts must be purchased from Systech. Consumables are available and may be purchased from Systech. Excluded from the parts warranty are the following consumables:**

Printer Toner/Cartridge	Paper
Keyboard Cover	Phone Modem Cord

- 3. Service Levels:** For each service issue that occurs at a Station in New York State, Systech will repair or replace station equipment within the following timeframes, at no additional cost to the Station: first service visit, where required, within two business days. The second visit, where required, must be within four business days of the initial service request. At no time will station equipment be down or inoperable for a period greater than 4 business days from the initial service request. Business days are defined for this purpose as Monday through Friday, from 7:00 AM to 7:00 PM. For example, if Contractor receives a service-call on Friday at 7:00 PM, then service must be provided within 48 hours (i.e., before 7:00 PM on the following Tuesday), excepting the DMV/Systech contractual holidays. After two unsuccessful service calls the

appropriate equipment will be replaced. If the Station is inoperable for more than four business days, the Station will be compensated for lost inspections in accordance with the DMV/Systech contractual provisions.

- 4. CVIS Equipment Installation: The CVIS is designed to be self-installed by the Station and will be delivered with detailed installation instructions. If the Station requires installation assistance, Systech will install the CVIS provided that the Station has signed this Agreement, paid any amounts due in full, and has provided either a dedicated phone line or access to Internet service. Failure to meet the conditions of this paragraph that results in Systech having to reschedule on-site installation after an installation technician has been dispatched to the Station may result in a rescheduling charge of \$180.00.**
- 5. Help Desk Support: Systech will provide telephone help desk support during business hours, which are 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, and Christmas. Systech's staffed help desk can be reached for direct support by calling 1-866-OB-D-TEST. Outside of the Help Desk business hours, an automated Telephone Hot Line is available under the same number.**
- 6. Systech's limitation of service requirement: Systech will have no obligation to provide 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 power surge protection for the CVIS is properly installed in the Station;
  - Use of any spare parts not authorized, in writing, by Systech or not provided by Systech;
  - Any software or hardware installed or connected with the CVIS that is not authorized in writing by Systech
  - Deterioration due to adverse environmental conditions arising during improper use or storage of the CVIS;
  - Abuse by the Station owner, its employees, invitees, customers, or representative(s);
  - Any unauthorized repair, modification, or change to the CVIS not performed by Systech;
  - Any Internet or networking use of the CVIS not authorized, in writing, by Systech;
  - 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 CVIS not provided by, or consented to in writing, by Systech;
  - Improper use or misuse of the Equipment, not in conformance with the NYVIP2 User Manual supplied by Systech or any **subsequent** instructions promulgated by Systech.

Any of the above will void all warranty. The cost to repair or replace parts, including labor costs that are incurred to restore the CVIS to good working order due to such unauthorized installations or use shall be at the sole expense of the Station. Services resulting from any of the above that are deemed necessary by Systech are outside of the provided warranty and shall be billed at a labor rate of \$120.00 per hour adjusted upward at a compounded rate of 3% per year. Parts prices shall be based on Systech's most recent Equipment Spares Price List. The Station will have the opportunity to approve an estimate prior to any non-warranty repairs.
- 7. Used Equipment: Should the Station desire to have a New York certified used equipment accepted into the New York program Systech will charge a fee of**

**\$180.00 for equipment verification, installation and re-initialization.**

**8. Training Services: Any new Group 1-A Inspectors must successfully complete the On-Board Diagnostics Inspector Training Module, in order to conduct official OBD vehicle inspections using the CVIS. Training results will be recorded by Systech and provided to DMV. Computer Based Training ("CBT") for this module is available in the CVIS or on the Systech NYVIP2 Website.**

**9. Station Responsibilities: Station shall:**

- a. Provide safety or emission/safety inspection station license.
- b. Provide Internet service or a dedicated phone line.
- c. Permit Systech's service personnel to have full and unencumbered access to the CVIS during the **Station's** business hours in order to provide the services described in this Agreement;
- d. Provide adequate working space and all heat, light, ventilation, electric current and other facilities reasonably required by Systech's service personnel to complete its obligations hereunder;
- e. Provide electrical power, which is free from electrical noise and sufficient to meet the requirements of the CVIS;
- f. Notify Systech in writing of any proposed **change in location of the CVIS covered in this Agreement at least fifteen (15) business days in advance.**

**10. Transaction Fee:** The Transaction Fee **are per-vehicle-inspection** charges paid to **Systech** by the **Station**. The Transaction Fees are on a **per-inspection** basis. Pursuant to the Contract, the **Network Services charges** for the first Contract year **shall be \$0.436** per transaction (\$0.44 per transaction less a 1% discount). The transaction fee may be **adjusted upward or downward** annually **as directed by DMV but the %1 discount will continue to be applied**. Notice of any changes in the Transaction Fee **charges** and the effective date for such changes shall be provided to the **Station** by DMV and/or by **Systech** no less than 10 calendar days prior to the effective date of the change.

- a. **E-Authorizations: Station will purchase E-Authorizations in advance to pay for the Transaction Fees. The cost of one E-Authorization will be equal to one per-inspection fee as indicated in §10. E-Authorizations will be purchased in blocks of 20, electronically transmitted to the CVIS, and shall be immediately available for use. Station may purchase as many blocks as it wants in one transaction. Blocks of E-Authorizations may be ordered from Systech through the CVIS software, a secure website, by phone or by mail.**
- b. **Payment for E-Authorizations: Systech will accept ACH transfer, check, money order, credit card, or debit card as payment for E-Authorizations. Stations paying by ACH transfer will receive additional benefits described in Part 2.**
- c. **Automatic Low Inventory Notification: The CVIS software will allow the Station to establish an automatic notification, or perform an automatic purchase, when the CVIS inventory of E-Authorizations drops to a Station selected minimum level.**
- d. **Accounting Reports: The CVIS Software will allow the Station to print a report on demand that account for all E-Authorizations purchased and used on the CVIS.**

- 11. Optional Registration Renewal Service:** Upon approval by DMV, Systech will provide the Station with the optional ability to offer registration renewal services to its customers through the CVIS. If the station elects to offer registration renewals it must complete the application form in Part 3 of this Agreement, which includes agreement to ACH transfer of Contractor's registration handling fees specified in the Station Agreement, and registration renewal fees as specified in the NYS Vehicle & Traffic Law, for each registration transaction. The Station may pass along such fees to the consumer. In addition, the inspection station may charge the consumer a convenience fee for processing the registration renewal, in an amount to be determined by the DMV. No other fees will be permitted for registration renewal without the advance written approval of the DMV. Systech has the right to deactivate the optional registration renewal software module if the Station fails to meet the requirements of the DMV and Systech for offering the service.
- 12. Termination by Station:** If Station chooses to discontinue participation as a certified emission inspection station in the New York I/M Program, written notice must be provided to Systech within 15 days. Any unused pre-paid inspection fees will be refunded to the station.
- 13. Termination by Default:** Any default of this Agreement by Station will result in immediate suspension of services under this Agreement and lockout of Equipment, preventing Station from performing any further testing under the NYVIP2 program. Failure to make payment within terms listed in Part 2 constitutes default under this Agreement. Failure to make payment on time will result in immediate suspension of services under this Agreement. Suspension of such services is not in lieu of any other remedies Systech may have against Station.
- 14. DMV Administrative Action:** DMV may stop a Station's CVIS right to Services hereunder as a result of administrative action, which stop will prevent the Station CVIS from connection to the Network and thus prevent Station conducting vehicle inspections. A stop of Services at the request, direction or instruction of DMV shall not under any circumstances be deemed a breach of this Agreement by Systech, nor shall Systech have any liability or responsibility whatsoever to Station for such stop. When the message on Station's CVIS screen indicates SERVICE STOPPED BY NYS DMV, (or other similar message), Station shall immediately contact DMV for further information.
- 15. Reconnection Fee:** In the event of termination of Services due to breach of this Agreement (including for unpaid or late paid Invoices), the Station may request reconnection, and will be reconnected provided the Station cures all breaches and has paid to Systech all outstanding Invoice amounts, including late charges to the date of actual payment, plus a reconnection fee of \$75.
- 16. Indemnification:** Notwithstanding any provision to the contrary, wherever contained, Contractor agrees to indemnify, keep and hold harmless the Station, its officials and employees, from any and all claims for injury or damage to person or property, deaths, losses, damages, suits arising out of the service to be performed under this Contract, including negligence, active or passive, or wrongful or improper conduct of the Contractor, its agents or employees (including infringement of any third-party's patents or copyrights). Contractor shall remain liable, without monetary limitation, for direct damages for personal injury, death or damage to real property or tangible personal property or intellectual property attributable to the negligence or other tort of Contractor, its officers, employees or agents. The acceptance or approval by the Station of any order or procedure, method, structure or equipment submitted or employed by Contractor will not in any manner relieve Contractor of any liability pertaining Contractor's negligence in

performing such order or procedure, method, structure or providing equipment; provided, however, that if Contractor acts in strict accordance with a specific requirement, specification, instruction, order, mandate (or the like) from the Station, with respect thereto Contractor shall not have an indemnification obligation hereunder.

In the performance of its obligations, Contractor and its employees may be granted access to secured offices wherein private/personal information of the Station may be present. Contractor shall not disclose any such information to any of the Station's business competitors, and any such information shall only be disclosed to DMV as may be required in connection with DMV's relationship with the Station, or as may be required by law or a court of competent jurisdiction

- 17. Limitation of Liability:** Except as otherwise provided in this Agreement including Section 16 (Indemnification) above or as provided in the agreement between SysTech and DMV, SysTech and the Station shall not be responsible for lost profits, consequential, incidental or punitive damages, or from other indirect losses or damages of SysTech or the Station. The liability of SysTech hereunder shall be limited to restoring the CVIS to good working order provided, however, that Systech shall not be liable for failure to restore the CVIS to good working order when such failure is due to causes beyond its reasonable control, including, but not limited to SysTech's inability to obtain necessary labor or materials or spare parts due to circumstances beyond SysTech's control, 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 Systech to obtain necessary labor or materials or spare parts.
- 18. CVIS Upgrades: Systech,** with the approval or at the direction of DMV, may from time-to-time require hardware or software upgrades in order to improve **CVIS** efficiency, reliability, utility, maintainability, functionality or other **purposes**. **The Station** agrees to cooperate promptly and fully with **Systech** in the installation of any such upgrades, including but not limited to installing new hardware and installing new software.
- 19. Transferability:** This Agreement and the Services to be provided hereunder are not transferable. In the event **the Station** transfers ownership of the **CVIS** to another party, this Agreement shall automatically terminate and such other party shall be required to execute a new Agreement in order to participate in the NYVIP2. A reconnection fee may apply and **Systech** reserves the right to inspect the **CVIS** prior to reactivation. Station shall pay **Systech** for all Services rendered prior to **Systech** being notified in writing of the transfer of ownership of the **CVIS**. Transfer of Equipment: In the event a station sells its NYVIP2 equipment to another DMV-licensed inspection station, the station's right to receive continuing equipment upgrades will transfer to the new owner of such equipment, on condition that the Contractor is duly notified of the transfer and the new station executes a DMV- approved Station Participation Agreement with the Contractor.
- 20. Governing Law:** All disputes arising from the provision of Services or related to this Agreement shall be governed by the laws of the STATE OF NEW YORK.
- 21. General: No modification of this Agreement shall be binding unless it is in writing and signed by both parties, and approved by DMV. This Agreement is a complete and exclusive statement of all terms and conditions between the parties concerning equipment maintenance to be furnished by Systech to the Station and it supersedes and replaces any previous agreement concerning equipment maintenance between Systech and the Station. This Agreement is not transferable or assignable by Station under any circumstances.**
- 22. 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.

**23. The Agreement Effective Date is:**

\_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Type of Internet Service provided at installation:** \_\_\_\_\_

**Part 2: CVIS Purchase Order**

**Payment Schedule and Options**

**This Purchase Order (hereinafter the "PO") is for ONE (1) CVIS and any other optional equipment selected to be delivered to a New York State licensed NYVIP2 Inspection Station ("Station") identified on the NYVIP2 Station Enrollment Agreement, Part 1: New York Vehicle Inspection Station Participation and Services ("Agreement").**

- 1. General Terms:** Station accepts the terms of this PO by signing the Agreement Signature Page and submitting it to Systech. The CVIS shall consist of: (a) the PC including memory, hard drive, keyboard, mouse and monitor, (b) the 2-D barcode scan tool and interconnecting cable, (c) the OBDII scan tool with connector cable, (d) the printer with cable, and (e) CVIS software. In addition, the delivered CVIS will include an electronic Operator Manual and instructions for the installation and activation of the CVIS.
- 2. Title and Risk of Loss:** Title to the CVIS purchased hereunder shall transfer to Station upon shipment of the CVIS to you and upon payment received in full. CVIS remain the property of Systech until fully paid. The risk of loss for the CVIS shall pass to Station on the date on which the CVIS is delivered to Station
- 3. Programs (Machine Code):** Programs (Machine Code) provided for the CVIS copyrighted and licensed, not sold, (including, but not limited to the Microsoft® operating system) under the terms of the license agreement(s) provided with the CVIS. Station accepts the terms of the licenses for Programs (Machine Code) according to the specified license.

**Invoicing will occur on the last day of each month. All payments are due on a Net 10 basis. ACH payments will be processed on the 20<sup>th</sup> day of each month.**

**Methods of Payment:**

■ **ACH**

**Additional benefits for ACH customers include:**

- Free advertising on our NY vehicle inspection website (separate from the State URL);
- Free booking/reservation service on our NY vehicle inspection website (separate from the State URL); and
- Free public facing station website under our URL.

■ **Check or Money Order**

■ **Visa or MasterCard**

Sample Agreement