3100 Princeton Pike, Building 2 • Lawrenceville, New Jersey • (609) 620-7900 • Fax: (609) 895-0630 • www.njinspections.com

June 2013

Dear Station Owner,

Please be advised; this letter serves as notice that the New Jersey Electronic Transmission Service that you currently have through Verizon Business Service will be transferring to Parsons.

If your station wishes to continue in the New Jersey Emissions Program, the enclosed New Enrollment and ACH forms **must be** completed and returned to the address below, no later than 07/31/2013;

Parsons Attn: Station Enrollment 3100 Princeton Pike Bldg 2 Floor 2 Lawrenceville, NJ 08648

Parsons Customer Service Hotline (888-656-6867) will be available to take your questions through this transition period and going forward with regards to Electronic Transmission and ACH information.

The SGS hotline (888-665-2009) will still handle requests for information regarding the purchase and maintenance of equipment.

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

Sincerely,

{

Arden Clark Deputy General Manager Parsons NJ Inspections

## 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 transaction 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.

	SEC	TION ONE	
Check all boxes that apply	<ul> <li>Existing Inspection Facility</li> <li>New Inspection Facility</li> <li>Other</li> </ul>		
		TION TWO Information	
(a) Inspection	Station Number:		
(b) Station Nat	ie:		
(c) Optional St	tion Description for Invoice:		
(d) Address:	Number and street City or 7	Fown County	State Zip Code
(e) Contact:	First	Middle	Last
	Code Phone Number Extension	Area Code	Phone Number
(f) Phone: (	) - x	(g) FAX: ( )	-
		ION THREE Information	
	formation is the same as Section Two, continue different from Station Information entered in Sec	to Section Four. You must fi	ll out this Section if the Owner
Check only one box	Is this Owner responsible for more than one station	on? 🗆 YES 🗖 NO	
(a) Business N	ame:		
(b) Address:	Number and street	City	State Zip Code
(c) Contact:	First	Middle	Last
	Code Phone Number Extension	Area Code	Phone Number
(d) Phone: (	) - x	(e) FAX: ( )	-
		ION FOUR Information	
(Plea	e also refer to attached ACH documen	ts and Section 4(d) Serv	
Check only one box	Send the invoice to: Send the invoice to:	n Three. Continue to Section F	
Check only one box	Is this Bill Payer responsible for more than one st	ation? 🗆 YES 🗖 NO	
(a) Business N	ame:		
(b) Address:	Number and street	City	State Zip Code
(c) Contact:	First	Middle	Last
Are (d)Phone: (	Code Phone Number Extension ) - X	Area Code (e) FAX: ( )	Phone Number -
(f) Email Addre	SS:		



#### 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. <u>3. Customer Responsibilities.</u> (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.

<u>4. Charges and Payment Terms for PARSONS Services.</u> (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) <u>COLLECTION OF PROGRAM MANAGEMENT FEES.</u> 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 26<sup>th</sup> 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 due to insufficient funds. 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.

<u>6. Cancellation Rights and Liabilities.</u> 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.

<u>9. Assignment.</u> 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.

<u>10. Independent Contractors.</u> 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:			
First Middle		Last			
(c) Printed Name:					
(d) Title:	(e) Phone:	Area Code ()	Phone Number -	Extension	

#### 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) Inspection Station 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.
SECTION THREE	OWNER INFORMATION	Enter information about the station owner if owner information is different from Section Two.
	Check Boxes	<ul> <li>Check YES if the Owner indicated in this Section is responsible for multiple stations.</li> <li>Check NO if the Owner indicated in this Section is only responsible for this station.</li> </ul>
	(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 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.
SECTION FOUR	BILLING INFORMATION	PARSONS will mail one invoice to the location specified in this Section.
	Check Box #1	<ul> <li>Check STATION if you would like the invoice sent to the contact and address 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.</li> <li>Check OWNER if you would like the invoice sent to the contact and address specified in</li> </ul>
		<ul> <li>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.</li> <li>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.</li> </ul>
	Check Box #2	<ul> <li>✓ Check YES if the Bill Payer indicated in this Section is responsible for multiple stations.</li> <li>✓ Check NO if the Bill Payer indicated in this Section is only responsible for this station.</li> </ul>
	(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, and state where the invoice should be mailed.
	(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 (f) Email	Enter the phone number of a facsimile machine that resides at the billing 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 6a.
	(c) Printed Name	Clearly print the name of the authorized person who signed in 6a.
	(d) Title	Print the title of the authorized person who signed in 6a.
	(e) Phone	Enter the phone number and extension of the person who signed in 6a.

#### **PARSONS** NEW JERSEY ENHANCED INSPECTION PROGRAM PRIVATE INSPECTION STATION BILLING AUTOMATED CLEARING HOUSE (ACH) - BLANKET AUTHORIZATION FORM

See reverse for instructions for completing this form.

**ACH Authorizations:** All Fees detailed in Section 4 of the Terms and Conditions for the New Jersey Enhanced Inspection Program VIIS Transmission Services Agreement MUST be paid utilizing ACH transactions. The following Checking Account information MUST be provided and this form MUST be signed by an authorized representative of the Station to enable the Station to participate in the New Jersey Enhanced Inspection Program. All Fees will be debited to the Checking Account identified herein. Please attach a **voided** check to this form.

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

NOTE

Parsons will make accommodations to any Federal, State, and/or Municipal entities that are prohibited from providing ACH / Bank Account access. You MUST call Parsons at (888-656-6867) to request alternative arrangements. Please refer to Section 4.(d) of the attached Terms and Conditions for the New Jersey Enhanced Inspection Program VIIS Transmission Services Agreement for further explanation.

### **SECTION ONE: Station Information**

Private Inspection Facility (PIF) Number:				
Business Name:				
Business Address Number and street	City or Town	County	State	Zip Code
Billing Contact: First	Middle	Last		
Billing Contact Phone: ( ) -	Extension			
SECTION TV	VO: Checking Account	t Information		
Bank Name:				
Name on Account:				
<b>ABA / Routing Number:</b> The Routing Number is a nine digit number contained be	etween the Routing			7
Number Symbols at the bottom left of your check: /	xample:   123456789			-
<b>Checking Account Number:</b> The Checking Account the bottom of your check:    example: 0123456789012	nt Number is the 4-17 charact 23	er number followed b	by the Account Numbe	er Symbol at
			·   ■	
IMPORTANT· A VOIDED	CHECK MUST BE AT	TACHED TO TH	IS FORM	
NAME ADDRESS CITY, STATE ZIP PAY TO THE ORDER OF BANK NAME ADDRESS CITY, STAT ZIP FOR I:012345678 I: 012 ABA Routing Che Number	AGG AGG AGG AGG AGG AGG AGG AGG	0123 01-23454769		
SECTION THREE: Sign	ature and Terms and	Conditions Age		

#### SECTION THREE: Signature and Terms and Conditions Agreement

By executing this form, the Customer hereby authorizes Parsons to initiate a debit transaction for all Fees described in Section 4. (d) of the Terms and Conditions for the New Jersey Enhanced Inspection Program VIIS Transmission Services Agreement for the duration of the Customer's participation in the New Jersey Enhanced Inspection Program. Fees will be debited on the 26th of every month. If the 26th of the month is a weekend or Holiday, Parsons will deduct the Fees on the next business day. I confirm that I have the authority to legally bind the Station to the terms and conditions of this Agreement.					
Authorized Signature:			Date:		
Printed Name: First	Middle	Last			
Title:		Phone: (	)	-	ext:
Email Address:					

## PARSONS

## 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
	Official Inspection Station 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	Enter the phone number of Station Contact listed above, including the area code.
SECTION TWO	Checking Account Information	Enter information about the checking account to be debited for Program Management Fees
	Bank Name	Enter the name of your financial institution.
	Name on Account	Enter the name the checking account is listed under.
	ABA/Routing Number	Enter the ABA/Routing Number found on your check. The ABA/Routing Number is a nine digit number printed near the bottom on the left side of your check, contained
		between the Routing Number Symbols:   Example:   123456789
	Checking Account Number	Enter the Checking Account Number found printed near the bottom of your check, beside the ABA/Routing Number. The Checking Account Number is the 4-17 character number followed by the Account Number Symbol:
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.

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.