

## Welcome to the Gateway Vehicle Inspection Program

### Equipment Purchase and Enrollment Instructions

Please read carefully and follow all instructions to avoid delays.

#### IMPORTANT

- Each Gateway Inspection System (GIS9000) requires a separate signed Enrollment Package.
- Inspection Stations must be properly licensed to conduct official vehicle emissions and safety inspections with the Missouri State Highway Patrol and Missouri Department of Natural Resources
- GIS9000s are available to licensed Inspection Stations for purchase.
- You will be signing legal contracts. Please read them carefully before signing.
- *NEED HELP? Contact our Toll Free Help Desk at 877-832-7664.*

#### This Enrollment Package includes:

This Contract Booklet / Enrollment Package contains the Contract to participate in the Gateway Vehicle Inspection Program with three (3) forms that need to be completed and returned to Worldwide Environmental Products, Inc.

- Part 1 – Station Participation Agreement – provides a description of products and services to be provided and establishes your legal relationship with Worldwide Environmental Products, Inc. (WEP);
- Part 2 – Program Enrollment Application – allows you to apply for an GIS9000; and further establishes your legal relationship with Worldwide Environmental Products, Inc. (WEP);
- Part 3(a) – Authorization Agreement for Direct Payments (ACH Debits) – will be completed ONLY if choosing to pay through ACH / Direct Debit **OR**;
- Part 3(b) – Authorization Agreement for Credit Card / Debit Card Payments – will be completed ONLY if choosing to pay through Credit Card or Debit Card. There is a 4% service charge for all credit card transactions.

#### How to complete these Contracts, sign up for Program services and pay for your GIS9000.

Step 1	Read all pages of this Enrollment Package carefully. Understand your obligations and rights.
Step 2	It is VERY important that you read and understand this entire Enrollment Package.
Step 3	Carefully complete and sign Part 1 – Station Participation Agreement (Page 8).
Step 4	Carefully complete Part 2 – Program Enrollment Application, including an acknowledgement of each Station Installation Requirement with your initials (Page 9).
Step 5	If choosing to pay VID service fees for using a GIS9000 and Services with ACH/Direct Debit service, carefully complete and sign Part 3(a) – Authorization Agreement for Direct Payments (ACH Debits) (Page 10).
Step 6	If choosing to pay VID service fees for using a GIS9000 and Services with Credit or Debit Card, carefully complete and sign Part 3(b) – Authorization Agreement for Credit Card / Debit Card Purchases (Page 11).
Step 7	<p><u>IF ONLINE</u> – Complete the above mentioned Parts and click ‘Submit’ when finished.</p> <p><u>IF EMAILING</u> – Complete the above mentioned Parts and email to: salesmarketing@wep-inc.com.</p> <p><u>IF FAXING</u> – Complete the above mentioned Parts and fax to: (714) 990-3100.</p> <p><u>IF MAILING</u> – Complete the above mentioned Parts and mail to:</p> <p><b>1100 Beacon St.</b>  <b>Brea, CA, 92821</b>  <b>ATTN: Contracts Department</b></p>

#### What happens next?

We will contact you when we receive your signed Enrollment Package regarding status and/or any missing information.

**PART 1 – STATION PARTICIPATION AGREEMENT (SPA)**

**AUTHORITY**

The State of Missouri (State) has entered into a Contract (Contract) with Worldwide Environmental Products, Inc. (WEP), wherein Worldwide Environmental Products, Inc. will offer the services provided for in this Agreement under the terms and conditions specified herein (the ‘Services’). To participate in the new Gateway Vehicle Inspection Program, licensed inspection stations (the ‘User’) must use these Services. This Station Participation Agreement (SPA) describes the terms and conditions under which the Services will be provided.

Network Services, Break/Fix Services (B/F Services) and Training Services will be paid for by the User through a VID Service Fee charged for each official vehicle emissions inspection due monthly to WEP. In entering in to this Agreement, User agrees to pay said VID service fees for Services throughout the term of the Agreement.

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"> <li>• Permission for WEP to access your GIS9000 for inspection and repair;</li> <li>• Your obligations to keep the GIS9000 in a safe and secure operating environment, and to properly use and maintain it;</li> <li>• How to get assistance from the WEP Help Desk;</li> <li>• Limited warranty and limitations of liability;</li> <li>• Payment terms and conditions.</li> </ul>
Network Services	<p>This section describes the services and rules (including payment rules) that allow connection of the GIS9000 to the Network and to the State. You must provide and pay for internet for the GIS9000 to connect to the Network. You must have ALL of these Network Services to participate in the new 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 GIS9000. This section describes:</p> <ul style="list-style-type: none"> <li>• What is covered and what is NOT covered;</li> <li>• The types of B/F Services available to you;</li> <li>• Repair or replacement obligations;</li> <li>• Your obligations to provide access and assist with repairs to replacements;</li> <li>• Prohibition against misuse of the GIS9000;</li> <li>• Our commitment to respond to B/F Service requests in a timely manner.</li> </ul>
Training & Certification	<p>This section describes the Training services from WEP that are available for Inspectors to participate in the new Program.</p>

\*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**

WEP will directly provide the following services:

- Network Services – allows the GIS9000 to connect to the WEP Information Management Network for the purpose of receiving and sending information to the State involving vehicle inspections, repairs, and reporting the condition and status of the GIS9000 to WEP;
- Break/Fix Services – provides Hardware and Software Break/Fix Services to Users in order to keep the GIS9000 in proper working order;
- Training Services – provides training for User’s inspectors of proper use of the GIS9000 for the GVIP;
- Other – certain State approved Hardware, Software and Service options available to Program Users.

## 'SPA' Terms and Conditions

### General Provisions

#### 1. DEFINITIONS

**Components** – Parts of the GIS9000 provided by WEP, Hardware or Software.

**CRC** – Customer Replaceable Component is a Component of the GIS9000 that is to be installed by User (e.g. printer toner, paper).

**GIS9000** – The inspection system approved by the State to be used exclusively for approved functions associated with the Program. The GIS9000 consists generally of the following Components: inspection tablet and keyboard, OBDII DAD, VIR printer, and windshield sticker printer.

**GIS9000 Operator** – A person(s) authorized by the State, WEP and the User to operate and maintain the GIS9000.

**Network** – An electronic telecommunications link provided by WEP that allows the GIS9000 to connect with the State's electronic database(s) in order to receive and send Program information.

**Operator** – A person authorized by the State, WEP and the User to operate the GIS9000 to conduct inspections and who has completed the GIS9000 operator training.

**Operator Manual** – A written document that is available on WEP's Program website and provided with the GIS9000. The Operator Manual may be changed, amended or added to from time to time in the sole discretion of WEP and/or at the direction of the State, and all such changes, amendments, and/or additions thereto shall be communicated to User by means of the WEP Program website or otherwise at WEP's discretion. User accepts all responsibility for maintaining an up-to-date Operator Manual.

**Services** – The combination of WEP provided Network Services, B/F Services, Training Services and other services paid for by Users. Network Services will be provided from 6:00 a.m. to 12:00 a.m., Central Time, Monday through Saturday, and 6 a.m. to 6 p.m. on Sundays, excluding Federal holidays. Services other than Network Services will be provided Monday through Friday, from 8:00 a.m. to 5:00 p.m., Central Time, excluding Federal holidays. On-Site B/F Services will be provided within a reasonable amount of time, Monday through Saturday, excluding Holidays.

**Site Contact** – Designated User personnel who will accept delivery of the GIS9000 or related equipment, and will meet WEP Field Service Technicians or other repair personnel at User site with full authority to authorize and accept B/F Services.

**Specifications** – The State approved written description of the physical, operational and performance features of the GIS9000 and the WEP Program Network.

**User** – A Missouri State-licensed vehicle inspection station participating in the Gateway Vehicle Inspection Program.

#### 2. OWNERSHIP OF GIS9000

WEP acknowledges and agrees that ownership of the GIS9000, and all Components included, shall be transferred, and title thereto shall be transferred to the User upon WEP's receipt of payment, including any applicable taxes, in full from the User.

#### 3. TERM OF AGREEMENT

This Agreement shall commence on the date of execution of the Agreement by the User, however, the actual provision of Services hereunder may not commence until the date the State deems the WEP Network operational (the 'Operational Start Date'). This Agreement shall remain in effect until the occurrence of any of the following (in all cases User shall pay WEP for all Services rendered prior to the date of termination):

- a) Breach or default of this Agreement by User;
- b) The date of expiration, termination or cancellation of the Contract;
- c) The User terminates its participation in the Program or its participation is terminated by the State or WEP; or
- d) Four (4) years from the Official Start Date, unless the State extends the Contract, in which case this Agreement between User and WEP shall automatically be extended under the extension terms, conditions and rates then approved by the State.

#### 4. AGREEMENT COVERAGE

This Agreement provides for the connectivity and maintenance support of one purchased (1) GIS9000. **A separate Enrollment Package is required for each additional GIS9000, which must be purchased from WEP.** Each GIS9000, in order to qualify for the Services hereunder, shall be used by the User and the Operator(s) solely for official Program related business, professional or trade purposes only, and not for any personal, family or household purposes.

#### 5. TRANSFERABILITY

This Agreement and the Services to be provided hereunder are not transferable. The GIS9000 and all its Components are the sole possession of the User. User must notify WEP in writing prior to any transfer of location of the GIS9000.

#### 6. ADVERTISING AND PROMOTION

User agrees not to use the name or logos of WEP in any advertising, promotion or publicity, without WEP's prior written consent.

## 7. GIS9000 UPGRADES

WEP, with the approval or at the direction of the State, may from time-to-time require hardware or software upgrades in order to improve GIS9000 efficiency, reliability, utility, maintainability, functionality or other. In such cases, User agrees to cooperate promptly and fully with WEP in the installation of any such upgrades, including but not limited to installing new hardware and installing new software via a download from the WEP Website, the Network and/or the Internet. Failure to cooperate and successfully complete such upgrades in a timely manner may result in suspension or termination of Services hereunder.

## 8. GIS9000 OPERATING ENVIRONMENT

User agrees that only qualified Operators will be allowed to use the GIS9000. User agrees to provide and maintain through the term of this Agreement a safe and secure operating environment for the GIS9000. Correct operation and maintenance procedures are described in the Operator Manual. Any misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by the User may 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 WEP 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 WEP's provision of Services at the 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.

## 9. HELP DESK ASSISTANCE – TOLL FREE

The WEP Help Desk is designed to assist User with: the initial setup and installation of the GIS9000, including connection to the Network; troubleshooting the GIS9000; ordering replacement Components; and answering User questions relating to the Services hereunder. Help Desk hours are Monday through Friday 8:00 a.m. to 5:00 p.m., Central Time, and Saturdays 8:00 a.m. to 2 p.m., Central Time, except for Holidays. The hours of the Help Desk operations may change from time-to-time with State approval. Changes will be listed on the WEP Program website.

## 10. GIS9000 MAINTENANCE

All deliveries of replacement Components or upgrade components, unless otherwise agreed to in writing by WEP, 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 WEP, removal and disposal of packing materials for Components are the responsibility of the User.

The User shall: (a) ensure that sufficient information, and description of the problems are given in due time to WEP to enable the Services to be performed; (b) procure all necessary access to WEP 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 Services.

## 11. LIMITED WARRANTY

WEP warrants that the Services provided under this Agreement shall conform to the Specifications. This limited warranty includes only the repair or replacement (at WEP's sole discretion) of Components of the GIS9000 in accordance with the B/F Service descriptions and limitations contained herein, accomplished (at WEP's sole discretion) by either dispatch of Components to User location for installation by a field service representative visit to User location or by the User.

**REPAIR OR REPLACEMENT OF A FAULT COMPONENT THAT RESTORES THE GIS9000 TO OPERATING CONDITIONS PURSUANT TO THE SPECIFICATIONS SHALL CONSTITUTE FULFILLMENT OF ALL LIMITED WARRANTY OBLIGATIONS HEREUNDER ON THE PART OF WEP. ANY MODIFICATIONS TO THE GIS9000 THAT ARE NOT PROVIDED FOR AND APPROVED BY WEP, ANY AUTHORIZED UPGRADES NOT INSTALLED BY USER IN A TIMELY MANNER, OR USE OF THE GIS9000 FOR ANYTHING OTHER THAN OFFICIAL PROGRAM USE 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.'**

WEP's obligation to repair or replace Components under this Limited Warranty will not apply to the extent that there has been misuse (including but not limited to use of any GIS9000 capacity or capability not expressly authorized by WEP), accident, modification (including without limitation, unauthorized installation on the GIS9000 of features, devices, parts, options, software, alterations, components and/or attachments or the like not authorized and provided by WEP in connection with the Program), unsuitable physical or operating environment, operation in other than the specified operating environment, improper maintenance by User, Loss (defined below), Theft, and/or failure caused by a product for which WEP is not responsible hereunder.

With respect to the GIS9000, the Limited Warranty is voided by unauthorized removal or alteration of the GIS9000 or Components identification labels. To regain Limited Warranty status, the GIS9000 must be restored to proper configuration and operating condition which may require replacement of Components and/or an on-site inspection by WEP – all at the User's expense.

WEP does not warrant uninterrupted or error-free operation of the Network and/or the GIS9000 or of any other product or Services hereunder or that WEP will correct all defects. WEP will from time-to-time identify hardware and/or software that it does not warrant hereunder.

Unless WEP specifies otherwise in writing, WEP gives NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, for any non-WEP goods or services. However, non-WEP manufacturers, developers, suppliers, or publishers may provide their own warranties to the User.

## 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, WEP shall have the right to terminate Services hereunder. Should termination be for reasons other than non-payment of an invoice, WEP shall provide a written explanation within ten (10) days of the termination.

## 14. UNAUTHORIZED USE

Should any unauthorized person gain access to User's GIS9000, User must notify WEP Help Desk immediately. User agrees that it shall be responsible for promptly paying all charges, whether authorized or not, made by or through User's GIS9000.

## 15. SECURITY

User agrees that it is responsible for any and all GIS9000 and/or Network access and security controls and tools (such as passwords), and that such controls and tools will not be shared and will be kept secure. User's GIS9000 Charges that are erroneous, fraudulent, and/or unauthorized are the sole responsibility of User and User shall promptly pay all Charges as set forth herein.

## 16. PAYMENT AND LATE PAYMENTS

GIS9000 inspection VID service fees, late charges and any other applicable fees will be due and payable to WEP each month. WEP will, in arrears, directly debit required fees from the User-provided account information or charge a User-provided credit/debit card to pay for GIS9000 VID service fees from the previous month's official inspections. An invoice with description of services will be provided and the amount will include all Charges from the previous month. If the amount charged any month is not successful or is not paid within ten (10) days of the required due date, payment shall be considered late, and will be subject to late charges of 1.5% per month from the date of the failed transaction. In the event the due date of a transaction falls on a weekend or Holiday, the next business day shall be the due date. Delinquent or other problems relating to non-payment of the monthly billing will be handled as follows: the customer will be contacted and an attempt to resolve any issues will be made. Payment terms will be negotiated if possible. If the customer cannot or will not pay past due or outstanding amounts, the State will be contacted by email prior to any action in terminating the services to a customer. The WEP Program Manager will then try to resolve the payment problem. If nothing can be agreed upon with the customer, the Services will be discontinued. All WEP Components will be repossessed. In the event there is no resolution of an issue of late or non-payment of an Invoice within ten (10) days of being notified, WEP shall have the right to terminate Services and access to the Network. WEP will provide electronic notice to User of such suspension or termination. User shall not retain or defer payment of any Charges or late charges due to WEP on account of any dispute, counterclaim or set off which it may allege against WEP hereunder. WEP may elect to bring action for the collection of any unpaid fees and late charges in any California or Missouri State court having competent jurisdiction.

User shall pay all of WEP's collection costs, including attorney's fees and related costs. In the event any unforeseen problems or expenses arise in the course of carrying out the Services for User, WEP shall endeavor to inform User and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the Services. If WEP is unable to perform all or part of the Services for any cause whatsoever outside WEP's control, including an event of force majeure (defined below), or if User fails to comply with any of its obligations hereunder, WEP shall nevertheless be entitled to payment for all Services rendered and late charges hereunder.

## 17. RECONNECTION FEE

In the event of termination of Services due to breach of this Agreement (including for unpaid or late paid Invoices), User may request reconnection, and will be reconnected provided User cures all breaches and has paid to WEP all outstanding Invoice amounts, including late charges to the date of actual payment, plus a reconnection fee of \$100.00. If User is disconnected more than once for late or non-payment of Invoices, WEP may also require a pre-payment and/or security deposit. With the prior consent of the State, WEP reserves the right to change the reconnection fee from time to time during the term of this Agreement.

## 18. INVOICE DISPUTE

In the event of a dispute concerning a payment, User shall notify WEP in writing at the address listed above. If User does not give WEP written notice of a dispute within forty-five (45) days from the date of the payment, such payment shall be deemed undisputed and binding on User. User shall be responsible for paying any undisputed amounts by the required payment due date.

## 19. FAULTY PAYMENT

User agrees that there will be a \$25.00 fee for each Invoice payment dishonored due to insufficient funds or otherwise. Failure to pay the outstanding amount plus the \$25.00 fee within ten (10) days of notification by WEP may result in the termination of Services and/or User's disconnection from the Network. With the prior consent of the State, WEP reserves the right to change this faulty payment fee from time to time during the term of this Agreement.

## 20. ADDRESS CHANGE AND TRANSFER OF USER ACCOUNT

User shall notify WEP immediately in writing of any address change or departure from the User address listed 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. A new Station Agreement will have to be completed and returned to WEP. Any attempt to transfer a User account without advance written consent of WEP shall, at the sole option of WEP, automatically terminate this Agreement.

## 21. STATE ADMINISTRATIVE ACTION

User understands that the State may stop User's GIS9000 and/or User's right to Services hereunder as a result of administrative action, which stop will prevent the User's GIS9000 from connection to the Network and thus prevent User's conducting of vehicle inspections. A stop of Services at the request, direction or instruction of the State shall not under any circumstances be deemed a breach of this Agreement by WEP, nor shall WEP have any liability or responsibility whatsoever to User for such stop. When the message on User's GIS9000 screen indicates that service has been stopped by the State, User shall immediately contact WEP or the State for further information.

## 22. KEEPING GIS9000 OPERATIONAL

WEP provides certain types of services to keep User's GIS9000 in, or restore it to, conformance with Specifications. **Successful Services hereunder: (a) depend on the full, complete and accurate cooperation of the GIS9000 User and/or Operator and (b) require that the User and/or Operator properly care for and maintain the GIS9000, 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 may call the WEP Help Desk at the number set forth in the Operator Manual or the number available on the WEP Program website for further assistance. When calling the WEP Help Desk for Troubleshooting assistance, User should have the Operator Manual and the GIS9000 available during the call.

## 23. SERVICES REINSTATEMENT INSPECTION

In the event WEP or the State suspends or terminates Services for any reason, WEP reserves the right to inspect the GIS9000 prior to any reinstatement of User to the Program.

## 24. LIMITATION OF LIABILITY INDEMNIFICATION OF WEP BY USER

WEP 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. WEP shall not be liable for any delayed, partial or non-performance of any Services arising directly or indirectly from any event outside WEP's control, including any event of force majeure (defined below) or failure by the User to comply with any of its obligations hereunder. **IN NO EVENT SHALL WEP BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHERWISE.** 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 WEP 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.

## 25. 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 MISSOURI exclusive of any rules with respect to conflicts of laws. Should there be any discrepancies between the GVIP Contract and this SPA, the GVIP Contract shall supersede.

## 26. FORCE MAJEURE

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 terrorism; utility failures or outages not isolated to the Contractor's system; war; rebellion; sabotage; or other catastrophic events. 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 WEP 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.

## 27. 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, representatives or understandings made in connection with this Agreement or contemporaneous with the execution hereof, except as set forth in this Agreement.



## **Network Services Overview**

User assumes all responsibility for all connection charges resulting from User's operation of its GIS9000 and its connection to the Network, and agrees to follow all rules of Network use specified in the Operator Manual so that the GIS9000 can connect to the Network. User shall, at its sole cost and expense, provide the internet service connection to the Network. Entering into this Agreement is NOT intended to affect User's relationship with User's current telecommunications provider(s).

### **28. VID SERVICE FEES**

The VID Service Fees are based on a fixed rate, paid by User to WEP for each official emissions inspection performed with the GIS9000. Charges are paid to WEP by the User and such fees shall be in accordance with the Contract.

Pursuant to the Contract, the VID Service Fees shall be \$1.32 per inspection. Should the State exercise its option for an extension at the end of the initial four (4) year contract term, the VID Service Fee will remain \$1.32 per inspection for any extension years of WEP's contract with the State. For each official vehicle emissions inspection provided by User in the Program, one VID Service fee will be issued, with exception to retests at the same inspection station and in accordance with State regulation in the event of vehicle failure.

### **29. NETWORK CONNECTION TROUBLESHOOTING**

Instructions on operation and troubleshooting of the GIS9000 and connecting with the Network are contained in the Operator Manual. Questions should be directed to the WEP Help Desk at the number set forth in the Operator Manual and/or on the WEP Program website.

## **Break / Fix Services**

### **30. 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 GIS9000 used solely for Program-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 WEP Program website to 'repair' and/or to 'maintain services' (or the like) shall be the B/F Services described herein. WEP will provide B/F Services for the GIS9000 and Components provided by WEP and/or its subcontractors to the User under the Program. Those items are addressed in the section below. Prior to placing a B/F Services call to the WEP 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.

### **31. B/F SERVICES COVERAGE**

WEP 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 WEP and User of the GIS9000 at its facility named in this Agreement and the GIS9000's successful connection to the Network. WEP reserves the right to inspect the GIS9000 at User's facilities at any time after the Operational Start Date. If the GIS9000 is not in acceptable condition for B/F Services, User shall have it restored to such condition and a charge from WEP for such restoration.

### **32. TYPES OF B/F SERVICES**

At WEP's sole discretion, WEP will: (a) either repair or exchange a faulty Component of the GIS9000, and/or (b) provide the B/F Services either at User's facility location set forth or at a service center within the first day after receiving notification. WEP agrees to deliver (at its sole discretion and expense) a replacement Component after completion (with User participation) of the troubleshooting process and WEP's issuance of an authorization for replacement. When WEP requires User delivery of a failing Component to a service center, User shall ship it (at WEP's expense) suitably packaged per WEP's instructions to the service center WEP designates. Provided User follows such instructions, WEP is responsible for loss of or damage to, the Component while it is in transit. If repair requires on-site access to the GIS9000 and/or Components, User must grant access to authorized WEP representatives for B/F Services during normal business hours.

### **33. USER RESPONSIBILITIES**

User and/or Site Contact shall execute WEP's Site Signoff documents (or the like) upon completion of any on-site Services provided hereunder. Some Components are Customer Replaceable Components (CRCs). User agrees to return any identified defective CRC as directed by WEP within ten (10) days of User's receipt of the replacement CRC.

### **34. NO PROBLEM FOUND**

In the event WEP dispatched a field service technician to provide B/F Services hereunder, and NO PROBLEM is found, User agrees to pay WEP a NO PROBLEM fee of \$165.00 per visit. This NO PROBLEM fee may increase with the approval of the State, in which case Users will be notified in advance of any such increase.

In the possible occurrence of NO PROBLEM FOUND visit, WEP will inform the User, prior to dispatch, of the possibility of a NO PROBLEM fee being charged. In the event User disagrees with the finding by WEP that the User damaged or misused the Component, User may contact the State for assistance.

### 35. REPLACEMENTS UNDER THIS AGREEMENT

When B/F Services involve the exchange of a faulty GIS9000 Component, the item replaced and returned to WEP shall no longer be used with the GIS9000. User represents and warrants that all items or Components removed from the GIS9000 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 WEP replaces a defective Component of the GIS9000, User shall 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 WEP Program website or from other electronic media, and following the instructions provided.

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

User understands that GIS9000 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, loss, 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 GIS9000 or Components due to Loss, WEP will sell replacement components to User at the then current rates. User/Authorized Representative must purchase any and all lost or stolen components from WEP. User may contact the WEP Help Desk for further information hereunder in the event B/F Services do not apply to a malfunctioning GIS9000 or Component as set forth herein.

### 37. ITEMS COVERED UNDER B/F SERVICES

B/F Services cover the following GIS9000 Components: Inspection Tablet with Biometric Fingerprint Reader; Wireless Keyboard; OBDII Data Acquisition Device (DAD); VIR Printer; Windshield Sticker Printer; Windshield Sticker Media/Ribbon; and Wireless Hub.

### 38. ITEMS NOT COVERED UNDER B/F SERVICES

B/F Services do NOT cover the following: 8.5" x 11" Paper for the Vehicle Inspection Reports; Printer Toner Cartridges; Inspection Tablet cables, OBDII cables, and peripheral cables; GIS9000 Components damaged by Loss (defined above), misuse, accident, unauthorized modification, unsuitable physical or operating environment, maintenance by an unauthorized party; GIS9000 with removed or altered GIS9000 or Component Identification labels; Failures caused by a product or utility for which WEP is not responsible; Service of GIS9000 alterations not requested by WEP or the State; Service of an GIS9000 on which User is using capacity or capability, other than that authorized by WEP in writing; User site preparation work of any kind; Theft of all or any portion of the GIS9000; and any installation by a party other than WEP of a feature, device, part, option, alteration, component, software and/or attachment or the like not provided by WEP.

### 39. B/F SERVICE LEVELS

Provided that, in accordance with this Agreement; (a) access to the GIS9000 is granted in a timely manner by the User, and (b) User has complied, in a timely manner, with all of its obligations, WEP has an obligation to provide B/F Services within one business day to licensed inspection stations.

### Training and Certification Services

#### 40. OVERVIEW

In order to conduct official vehicle emissions and safety inspections using the GIS9000, Inspectors must be trained on how to properly use the equipment prior to completing any official inspections. WEP will train Users and Inspectors on proper use of the equipment, as well as provide a comprehensive Operator Manual for proper instruction.

#### 41. INFORMATION AVAILABLE ON WEP PROGRAM WEBSITE

The Operator Manual as well as interactive training material will be amended and updated from time-to-time at the discretion of WEP and/or at the direction of the State. Details of the training material and rules for its use are available at the WEP Program website. Inspectors and Users each agree to comply at all times with the rules, instructions and/or procedures by the Operator Manual and training materials. Termination or suspension of Services hereunder, and/or the State's suspension or revocation of an inspector or stations license may occur if found in default of these requirements.

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I am a duly authorized representative, have read and understand the aforementioned information in its entirety, and hereby agree to the terms and conditions set forth in this Agreement.

*Authorized Representative Name*

*Authorized Signature*

*Date of Execution*



**PART 2 – PROGRAM ENROLLMENT APPLICATION**

Please fill out each section of this Application in its entirety. If completing the electronic version, type your correct business and contact information in each section. If completing the paper version, please USE ONLY BLUE OR BLACK INK and write legibly into the spaces provided to ensure there are no delays in processing this Application.

**SECTION I – INSPECTION STATION INSTALLATION REQUIREMENTS**

Each Inspection Station is responsible for the following requirements prior to delivery and installation of WEP equipment. If any requirements are not met before the delivery date, WEP must be notified by the Inspection Station in writing prior to the date of scheduled installation.

- ✓ *ELECTRICAL – One (1) Dedicated Standard 110V Outlet for GIS9000*
- ✓ *INTERNET CONNECTION – RJ45 Standard Network Cable with Internet Connectivity*

**SECTION II – GENERAL INSPECTION STATION INFORMATION**

*Inspection Station / Business Name*

*Inspection Station GVIP Identification Number*

*Address*

*City*

*State*

*ZIP Code*

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*Telephone Number*

**SECTION III – INSPECTION STATION OWNER INFORMATION (Primary Contact)**

*Business Owner Name*

*Business Owner Primary Telephone Number*

*Business Owner Email Address*

**SECTION IV – INSPECTION STATION MANAGER INFORMATION (Secondary Contact)**

*Inspection Station Manager Name*

*Inspection Station Manager Primary Telephone Number*

*Inspection Station Manager Email Address*

**PART 3(a) – AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)**

Automated Clearing House (ACH) is a secured electronic network for financial transactions in the United States. ACH processes large volumes of credit and debit in batches. ACH direct debit transfers include consumer payments. Rules and regulations that govern ACH network are established by NACHA (Electronic Payments Association) and the Federal Reserve. If choosing to pay for VID Service Fees with ACH, please fill out the following form in its entirety with the bank information you intend to use to pay for Services.

*Inspection Station / Business Name*

*Inspection Station GVIP Identification Number*

I (we) hereby authorize Worldwide Environmental Products, Inc., herein after called Company, to initiate debit entries to my (our) account indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

*Depository / Bank Name*

*Branch*

*Address, City, State, ZIP Code*

*ROUTING NUMBER*

*ACCOUNT NUMBER*

**Please provide WEP with a copy of a VOIDED Check and Driver's License in order to execute this Agreement. DEPOSIT TICKETS WILL NOT BE ACCEPTED.**

**If filling out this form online or submitting via email, please mail a VOIDED Check and a copy of your Driver's License to WEP at the address listed on Page 1.**

This authorization is to remain in full force and effect until Company has received written notification of its termination in such time and in such manner as to afford the Company and Depository a reasonable opportunity to act on it.

*Authorized Representative Name*

*Authorized Signature*

*Date of Execution*

\*\*Direct Debits will be processed on the 5<sup>th</sup> (fifth) day of each monthly billing cycle. This will be your Monthly Payment Date. Your monthly statement will read 'Worldwide Enviro.'

**PART 3(b) – AUTHORIZATION AGREEMENT FOR CREDIT CARD / DEBIT CARD PAYMENTS**

If choosing to pay for VID Service Fees with Credit Card or Debit Card, please fill out the following form in its entirety with the Credit or Debit Card information you intend to use to pay for Services. Please note a 4% Service Charge will be accessed for all Credit Card transactions.

*Inspection Station / Business Name*

*Inspection Station GVIP Identification Number*

I (we) hereby authorize Worldwide Environmental Products, Inc., herein after called Company, to initiate credit/debit transactions to my (our) account/card indicated below. I (we) acknowledge that the origination of credit/debit transactions to my (our) account/card must comply with the provisions of U.S. law.

*Name on Credit / Debit Card*

*Credit / Debit Card Number*

*V-Code (3 or 4 digit security code on Card)*

*Date of Expiration*

This authorization is to remain in full force and effect until Company has received written notification of its termination in such time and in such manner as to afford the Company and Depository a reasonable opportunity to act on it.

*Authorized Representative Name*

*Authorized Signature*

*Date of Execution*

\*\*Credit and Debit Card payments will be processed on the 5<sup>th</sup> (fifth) day of each monthly billing cycle. This will be your Monthly Payment Date. Your monthly statement will read 'Worldwide Enviro.'

## GVIP Equipment, Replacement Components and Services Pricing

Gateway Vehicle Inspection System (GIS 9000) Standard Equipment		
Component	Description	Price
GIS 9000	Rugged Inspection Tablet Wireless Keyboard OBDII Data Acquisition Device Emulator Wireless Router HUB Vehicle Inspection Report Printer Windshield Sticker Printer	\$1,500.00

GIS 9000 Optional Component Pricing		
Component	Description	Price
Tablet Docking/Charging Station	Tablet Docking/Charging Station	\$95.00
Workstation Cabinet w/Wheels	OIS7500 Workstation Cabinet-Only	\$500.00

Shipping and Handling Costs		
Component	Shipping Method	Price
GIS 9000 (Complete System)	Ground (3-5 Business Days)	\$50.00
GIS 9000 (Complete System)	Express (3 Business Days)	\$140.00
GIS 9000 (Complete System)	Priority Overnight (next day by 10:30am)	\$190.00
Tablet Docking/Charging Station	Ground (3-5 Business Days)	\$15.00
Tablet Docking/Charging Station	Express (3 Business Days)	\$40.00
Tablet Docking/Charging Station	Priority Overnight (next day by 10:30am)	\$60.00
Workstation Cabinet w/Wheels	Ground (3-5 Business Days)	\$195.00

Non-Warranty Standard Service Rates		
Component	Description	Price
First ½ Hour	Non-Warranty Service Call	\$200.00**
Each additional 1 Hour	Non-Warranty Service Call	\$96.00**

\*\*Non-Warranty Service Rates are subject to change.

\*All prices are subject to shipping costs and any applicable State and local sales tax.

Replacement Component Pricing		
<i>Part No.</i>	<i>Description</i>	<i>Price</i>
160-0108	Keyboard	\$25.00
160-0108R	Refurbished Keyboard	\$19.00
160-0200	USB Wall Charger	\$6.50
160-0200R	Refurbished USB Wall Charger	\$4.00
180-2340R	Refurbished Printer, Brother HL-2340	\$150.00
180-2341	Toner Cart, HL-2340	\$83.95
180-2342	Drum, HL-2340	\$135.00
180-2350	Printer, Brother HL-2350	\$150.00
180-2351	Toner Cart, HL-2350	\$64.99
180-2352	Drum, HL-2350	\$85.00
180-244CE	TTP Printer	\$250.00
290-9055	OBDII Data Acquisition Device (DAD)	\$600.00
290-9055R	Refurbished OBDII Data Acquisition Device (DAD)	\$400.00
400-2010	ECU Simulator	\$185.00
400-2010R	Refurbished ECU Simulator	\$145.00
400-2011K	ECU In Case	\$550.00
510-1020	UBS 6' Printer Cable	\$14.95
510-1021	USB A-A Cable	\$20.00
510-1030	USB 6' Cable, M/F	\$17.37
510-1528	Network Cable 3'	\$4.99
510-1570R	Refurbished Netgear Nano Router	\$80.00
512-1091	DLCM Cable, DAD	\$54.99
790-6065	Thermal Ribbon	\$3.45
792-100RB	Tablet Battery	\$35.00
792-100RC	5 AMP Tablet Charger	\$25.00
792-1000D	Docking Station	\$95.00
792-1000DR	Refurbished Docking Station	\$80.00
792-1000R	Refurbished Ruggedized Inspection Tablet	\$400.00
792-1002R	Refurbished Ruggedized Inspection Tablet (2 <sup>nd</sup> Generation)	\$400.00

**\*All prices are subject to shipping costs and any applicable State and local sales tax.**