

PENNSYLVANIA EMISSIONS INSPECTION and/or e-SAFETY STATION BILLING
ACH BANKING INFORMATION CHANGE AUTHORIZATION FORM

See next page for instructions for completing this form.

ACH Authorizations: All Fees detailed in Section 5 of the Service Terms and Conditions for the Pennsylvania Emissions Inspection and/or e-SAFETY Inspection Program MUST be paid utilizing ACH transactions. The following Bank 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 PA Emissions Inspection Program and/or e-SAFETY Inspection Program. All Fees will be debited from the Account identified herein. If the updated information is for a checking account, please include a voided check with this form. **Changes must be received by the 15th of the month to ensure your information is updated by the 21st.**

Send completed form and copy of voided check (if applicable) to:

Email: PAenrollment@parsons.com

Fax: PARSONS, Attn: ACH Information Change Authorization, 717-565-7570

Mail: PARSONS, Attn: ACH Information Change Authorization, 5340 Jaycee Ave, Suite E, Harrisburg, PA 17112

SECTION ONE
Station Information

Official Inspection Station (OIS) Number:						
Business Name:						
Business Address:		Number and street	City or Town	County	State	Zip Code
Billing Contact:		First	Middle	Last		
Billing Contact Phone:		Area Code ()	Phone Number -	Extension	Email Address	

SECTION TWO
Updated Bank Account Information

Check appropriate account type: <input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account																					
Bank Name:																					
Name on Account:																					
ABA / Routing Number:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
Obtain the Routing Number from your Financial Institution for ACH transactions on your account. The Routing Number must be a nine digit number.																					
Account Number:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
Obtain the Account Number from your Financial Institution for your account. The Account Number must be a 4-17 digit number.																					

IMPORTANT- IF UPDATED INFORMATION IS FOR A CHECKING ACCOUNT, A VOIDED CHECK MUST BE INCLUDED WITH THIS FORM. See sample in attached Instructions

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 5 of the Service Terms and Conditions for the Pennsylvania Emissions and/or e-SAFETY Inspection Program for the duration of the Customer's participation in the PA Emissions Inspection Program and/or e-SAFETY Program. Fees will be debited on the 21st of every month. If the 21st 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:	Area Code ()	Phone Number -	Extension

ACH BANKING INFORMATION CHANGE AUTHORIZATION FORM INSTRUCTIONS

These instructions correspond to the fields in each section of the ACH Banking Information Change Authorization Form. Please read and follow these instructions to ensure your form is filled out correctly. If you have any questions regarding this form, call PARSONS at 1-888-265-5909

PLEASE PRINT CLEARLY OR TYPE. INCOMPLETE OR ILLEGIBLE FORMS WILL DELAY PROCESSING OF YOUR INFORMATION.

SECTION ONE	Station Information	Enter information for the Station that will utilize this ACH Banking Information Change Authorization Form
	Official Inspection Station Number	Enter the State assigned license number, listed as the Incident Number on the Certificate of Appointment Form, MV-427.
	Business Name	Enter the Business name as it appears on your MV-427 form.
	Business Address	Enter the Business address as it appears on your MV-427 form.
	Billing Contact	Enter name of contact who handles banking transactions for the Station.
	Billing Contact Phone	Enter the phone number and email address of Billing Contact listed above.
SECTION TWO	Updated Bank Account Information	Enter updated information about the bank account to be debited for Program Management Fees
	Account Type	Check the appropriate account type for the updated account information.
	Bank Name	Enter the name of your financial institution.
	Name on Account	Enter the name the account is listed under.
	ABA/Routing Number	Obtain the Routing Number from your Financial Institution for ACH transactions on your account. The Routing Number must be a nine digit number.
	Account Number	Obtain the Account Number from your Financial Institution for your account. The Account Number must be a 4-17 digit number.
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 Network 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 Network Services must sign here.
	Date	Enter the date the authorized person signed 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.

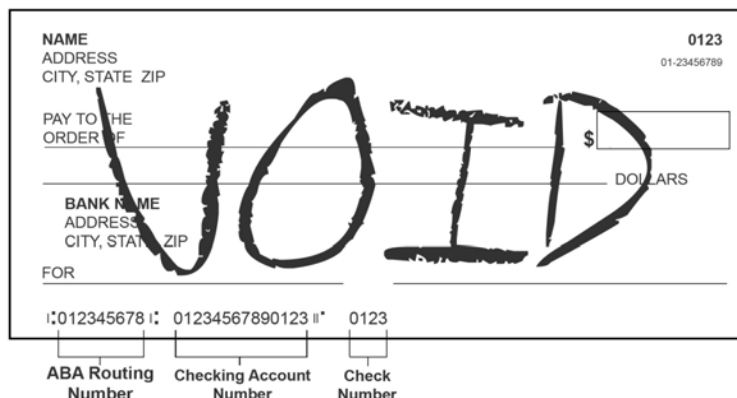
Send completed form and copy of voided check (if applicable) to:

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IF UPDATED INFORMATION IS FOR A CHECKING ACCOUNT, PLEASE REMEMBER TO INCLUDE A VOIDED CHECK WITH YOUR ACH INFORMATION CHANGE AUTHORIZATION FORM.



**PENNSYLVANIA EMISSIONS INSPECTION and/or e-SAFETY INSPECTION PROGRAM
ELECTRONIC TRANSMISSION NETWORK SERVICES AGREEMENT ("THE AGREEMENT")
SERVICE TERMS AND CONDITIONS**

1. **Business Agreement.** The signature of the person with the legal authority to bind the station, hereafter known as "Customer", on the Service Enrollment Form constitutes an agreement to the terms and conditions contained herein and grants Customer access to the PARSONS Network Services, permitting the Customer to exchange Pennsylvania Emissions and/or e-SAFETY Inspection Program data with the PARSONS host database. PARSONS may deactivate Customer's access to the PARSONS Network Services 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 PennDOT deems the PARSONS Network Services operational, which is anticipated to be OCTOBER 9, 2012. This Agreement shall remain in effect until the occurrence of any of the following (in all cases User shall pay PARSONS for all PARSONS Network Services rendered prior to the date of termination):

- breach or default of this Agreement by User;
- the date of the expiration, termination or cancellation of the Contract; or
- the User terminates its participation in the Emissions Inspection Program and/or e-SAFETY Program or its participation is terminated by PennDOT.

3. **Description of Service.** PARSONS will provide to Customer, and Customer will receive from PARSONS, access to the PARSONS Network Services provided pursuant to this Agreement.

4. **Customer Responsibilities.** (a) Any person identified by the Customer, licensed by PennDOT to perform emissions inspections, and assigned to the station in the PARSONS host database will be considered an authorized user. Should any unauthorized user obtain access to the designated Pennsylvania Analyzer System ("PAS") unit(s), Customer must notify the PARSONS Call 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 PAS unit(s).

(b) Any person identified by the Customer, and assigned to the station in the PARSONS host database will be considered an authorized user. Should any unauthorized user obtain access to the Customer's e-SAFETY account, Customer must notify the PARSONS Call 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 for the electronic transmission capture of Safety inspection data (e-SAFETY).

(c) 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 Network Services. Customer's access code(s) and/or PIN(s) shall not be shared and must be kept secure. PARSONS shall in no way be liable for transaction charges fraudulently incurred on the PAS unit. It is the Customer's responsibility to pay these transaction charges.

(d) Customer shall notify the PARSONS Customer Service Center immediately at 1-888-265-5909 upon any address change, or Customer departure from Customer's listed address. Changes to Customer account can only be made by Customer.

(e) Customer understands and agrees that Customer shall be responsible for obtaining from the Pennsylvania Department of Transportation an inspection station Certificate of Appointment to provide emissions tests. Failure to obtain or maintain test equipment in good working order or loss of Customer's Certificate of Appointment will prevent access to the PARSONS Network Services.

5. **Charges and Payment Terms for PARSONS Network Services.** By using the PARSONS Network Services, Customer assumes full responsibility for all transactions and transmission charges related to e-SAFETY inspection data, and/or incurred by the PAS and its associated telephone number related to emission testing, and diagnostic and repair information.

(a) **EMISSIONS PROGRAM MANAGEMENT FEES.** Customer shall pay to PARSONS One Dollar and Forty-seven Cents (\$1.47) per test *I* per vehicle transaction fee for use of the PARSONS Services. The standard test will consist of a begin test call and an end of test call. In addition, Customer will receive, if necessary, one free re-test per vehicle within thirty (30) days of that vehicle's initial test. Customer shall be responsible for any emission related transaction, and *I* or diagnostic and repair information charges.

(b) **e-SAFETY PROGRAM MANAGEMENT FEES.** Customer shall pay to PARSONS Eighteen Cents (\$0.18) per sticker transmitted, replacement stickers and vehicle history reports. There is no cost for transmitting a failed safety inspection, lost/stolen, missing or voided stickers (In the event Customer also provides emissions testing, then separate charges, terms and conditions shall apply in connection with such emission testing, which shall be in addition to those set forth herein in connection with e-SAFETY inspections)

(c) **INVOICE PROCESS.** PARSONS will electronically post the Customer's invoice online on the 1st of each month for the prior calendar month's accrued Program Management Fees ("Fees") for viewing and printing by the Customer and the charges shall be due and payable on the date indicated on the invoice. At a minimum, the invoice shall state the total number of test transactions and the total amount due. PARSONS will not send Customer a monthly Invoice via US Mail.

(d) **COLLECTION OF PROGRAM MANAGEMENT FEES.** Program Management Fees will be collected by PARSONS via Automated Clearing House (ACH) unless the Customer is a Federal, State or Municipal entity and alternative payment provisions are agreed to between Customer and PARSONS. Any Customer remitting to PARSONS by ACH transaction shall authorize and execute the necessary ACH agreement(s) and/or form(s) required to establish the ACH transaction process, including PARSONS' ACH Blanket Authorization Form. The Invoice amount will be deducted from the Customer's bank account via ACH on the 21st of each month. If the 21st 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) **INVOICE DISPUTE PROCESS.** In the event of a dispute concerning an Invoice, Customer shall notify PARSONS by promptly contacting the Station Operator Hotline at 888-265-5909. If Customer does not work in good faith to resolve a dispute within twenty (20) days from the date of the Invoice, such Invoice shall be deemed undisputed and binding on Customer. Customer shall be responsible for any undisputed Invoice amounts by the required payment due date. In the event of late or non-payment of an Invoice, PARSONS shall have the right to suspend or terminate Customer access to PARSONS Network Services. PARSONS may (but is not obligated to) provide written or other notice to Customer of such suspension or termination. Customer shall not retain or defer payment of Invoice amounts or late charges due to PARSONS on account of any dispute, counterclaim or set off which it may allege against PARSONS hereunder. PARSONS may elect to bring action for the collection of

unpaid Program Management Fees and late charges in any court having competent jurisdiction.

Customer shall pay all of PARSONS' collection costs, including attorneys' fees and related costs.

(f) **FAULTY PAYMENT.** Customer will be assessed a Fifty Dollar (\$50) fee for each ACH transaction or invoice payment dishonored due to insufficient funds or otherwise. In addition to the fee, any faulty payment to PARSONS will result in an Emissions PAS lockout of service for nonpayment and/or an e-SAFETY PARSONS Network Services lockout of service for nonpayment. Lockout means the administrative action of indefinitely suspending Customer's access to the PARSONS Network Services, thereby preventing Customer from conducting emission tests and/or transmitting e-SAFETY tests. This fee must be paid prior to removal of the PAS lockout of service for nonpayment and/or the PARSONS Network Services lockout of service for nonpayment.

(g) **RECONNECTION FEE.** PARSONS will assess a Fifty Dollar (\$50.00) service fee to the Customer for removing an Emissions PAS lockout of service for nonpayment of a PARSONS Network Services invoice. This fee must be paid prior to removal of the Emissions PAS lockout of service for nonpayment.

6. **Warranty Disclaimer and Limitation of Liability.** (a) THE PARSONS SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTIES RIGHTS.

FURTHER, PARSONS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF 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 Network Services shall not exceed the lesser of (a) direct damages proven by Customer, or (b) the amount paid by Customer to PARSONS under this Agreement during the three month period prior to the accrual of the most recent cause of action. 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, earthquake, explosions, acts of God, war, terrorism, blockade, governmental embargo, civil commotion, criminal acts of third parties, accidents, labor disputes, epidemic, quarantine, strikes, a stop-work order or injunction issued by a court of public authority having jurisdiction, shortages of equipment or suppliers, cable cuts, acts of the local telephone exchange company, unavailability of transportation or other cause beyond the reasonable control of the party delayed or prevented from performing. PARSONS' liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by these Service Terms and Conditions. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF REVENUE AND PROFITS, EVEN IF AWARE OF THE POSSIBILITY THEREOF.

7. **Termination Rights and Liabilities.** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party at the invoice address. However, PARSONS may terminate this Agreement immediately, without liability, upon notification and direction of the Pennsylvania Department of Transportation.

8. **Termination for Cause.** In addition to any other rights of termination specified herein, either party may terminate this Agreement upon three (3) days prior written notice to the other party in the event of the other party's failure to pay any amounts due hereunder and not duly contested in good faith within ten (10) days after the receipt 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.

9. **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 Commonwealth of Pennsylvania. Customer will comply with all applicable state and federal laws.

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

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

12. **Changes.** PARSONS may amend this Agreement upon written notice to Customer, including but not limited to written notice delivered with Customer's invoice. If PARSONS makes any changes to this Agreement that affect Customer in a material and adverse manner, Customer, as its sole remedy, may discontinue the PARSONS Services without liability by providing PARSONS with written notice of discontinuance within thirty (30) days of the date Customer is notified of the change to the Agreement. Customer shall pay all charges incurred up to the time of service discontinuance.

13. **Advertising and Promotion.** Customer agrees not to use the name of PARSONS or any of its subcontractors, suppliers or vendors in any advertising, promotion or publicity, without PARSONS' prior written consent. However, Customer agrees to provide adequate space to distribute program sanctioned materials to its customers as needed. In addition, Customer agrees to distribute other environmental and/or vehicle safety information as required by the Pennsylvania Department of Transportation.

14. **Entire Service Agreement.** 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 when received if sent by registered, certified or express mail. 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.