

***Modernized Drive Clean Program***  
***Equipment Purchase and Maintenance Agreement***  
***Revised – For all agreements signed on or after January 1, 2013***

<p>This Equipment Purchase and Maintenance Agreement establishes the contractual relationship between Parsons Canada Ltd. (the contractor chosen by the Ontario Ministry of the Environment to provide equipment and maintenance services for the modernized Drive Clean program) and Customer referred to herein (a Drive Clean Facility approved by the Ministry of the Environment to provide specified modernized Drive Clean program services to the Ontario public).</p>
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Please Note

A separate Equipment Purchase and Maintenance Agreement is required for each Drive Clean Facility a Customer owns and operates.

All OTUs/ ROUs located at a Drive Clean Facility are covered by, and subject to, the terms and conditions of the Equipment Purchase and Maintenance Agreement signed on behalf of that specific Drive Clean Facility.

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## **EQUIPMENT PURCHASE AND MAINTENANCE AGREEMENT**

**THIS EQUIPMENT PURCHASE AND MAINTENANCE AGREEMENT** dated \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) is made by and between Parsons Canada Ltd., a corporation incorporated under the laws of Canada, with offices at 2751 John Street, Markham, Ontario (hereinafter “**Parsons**”) and the customer of Parsons executing this agreement on the signature page (hereinafter the “**Customer**”). Customer and Parsons may be referred to herein individually as a “Party” or collectively as the “Parties”.

### **WITNESSETH:**

**WHEREAS**, the modernized Drive Clean program was established by the Ontario Ministry of the Environment (“**MOE**”) in order to reduce the environmental impact of vehicles in Ontario;

**AND WHEREAS**, the MOE and Parsons have entered into an agreement dated January 14, 2011 (as such agreement may be amended from time to time), pursuant to which Parsons provides services in connection with the modernized Drive Clean program (the “**MOE Agreement**”) and participating Drive Clean facilities in Ontario;

**AND WHEREAS**, Customer owns and operates a Drive Clean Facility and is an entity approved by the Drive Clean Office of the MOE to participate in the modernized Drive Clean program, enabling Customer to conduct vehicle emissions tests and/or emissions system repairs;

**AND WHEREAS**, in connection with Customer’s participation in the modernized Drive Clean program, Customer desires to purchase the Equipment from Parsons and to engage Parsons to provide the Maintenance/Repair Services (as such terms are defined herein);

**NOW, THEREFORE**, in consideration of these premises and the covenants and agreements set forth herein, and intending to be legally bound thereby, the Parties hereby agree as follows:

### **ARTICLE 1 INTERPRETATION**

#### **1.1 Definitions**

As used in this Agreement, the following terms shall have the meanings set forth below.

“**Agreement**” means this Equipment Purchase and Maintenance Agreement and all Appendices hereto, as the same may be amended, supplemented or otherwise modified from time to time.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding the following statutory and other Ontario Provincial Government holidays: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Christmas Day; Boxing Day; and any day on which the Government of the Province of Ontario has elected to be closed for business.

“**Components**” means parts of the OTU, ROU or related hardware or software.

“**Confidential Information**” means all information, in whatever form or manner presented, which relates to a disclosing Party’s business or business plans, including but not limited to the terms of this Agreement, suppliers, customers, prospective customers, contractors, utilization data, cost and pricing data, software products, programming techniques, data warehouse and methodologies, know-how, trade

secrets, technical and non-technical materials, products, specifications, processes, sales and marketing plans and strategies, designs, and any discussions and proceedings relating to any of the foregoing.

**“DCF” or “Drive Clean Facility”** means a Drive Clean Facility approved by the DCO to participate in the modernized Drive Clean program, enabling the entity to conduct vehicle emissions tests and/or emissions system repairs.

**“DCF Performance Contract”** means the contract entered into between the MOE and Customer to establish their respective rights and obligations relative to Customer’s participation in the modernized Drive Clean program.

**“DCF SOP”** means the Drive Clean Facility Standard Operating Procedures issued by the DCO.

**“DCO”** means the Drive Clean Office of the Ontario Ministry of the Environment.

**“Effective Date”** shall have the meaning set forth in the preamble above.

**“Equipment”** means a testing system for use in the Drive Clean program consisting of any OTUs and/or ROUs and including all software, materials, Component parts and packaging of such equipment.

**“Equipment Inspection/Restoration Fee”** shall have the meaning set forth in Article 3.10.

**“Equipment Supplier”** means a Person or Persons designated from time to time by Parsons to supply Equipment.

**“Facility”** means Customer’s Drive Clean Facility located at the address referred to on the signature page.

**“Force Majeure Event”** shall have the meaning set forth in Section 14.5.

**“Governmental Authority”** means any duly authorized court, tribunal, arbitrator, agency, commission, official or other instrumentality of any federal, state, province, county, city or other political subdivision, domestic or foreign.

**“Intellectual Property”** means:

- (a) any processes, trade secrets, inventions, industrial models, designs, methodologies, drawings, formulae, procedures, techniques or technical or other information or data, manufacturing, engineering and technical drawings necessary or useful in the registration, packaging, manufacture, use or sale of the Equipment and all related software; and
- (b) registered trademarks, trade mark applications, unregistered marks, trade dress, copyrights, know-how, patents, patent applications, and any and all provisionals, divisions, continuations, continuations in part, extensions, substitutions, renewals, registrations, revalidations, reissues or additions, including supplementary certificates of protection, of or to any of the aforesaid patents and patent applications, and all foreign counterparts of any, or to any, of the aforesaid patents and patent applications, or any future patents or patent applications covering the Equipment or any Components thereof or improvements thereof.

**“Inspector”** means a person who has successfully completed training under the Drive Clean Inspector Training Program, is a DCO-certified inspector in good standing, and is authorized by Customer that owns the OTU to operate and maintain Customer’s OTU, provided that pursuant to DCO Regulations, an Inspector can only perform inspections that they and Customer are certified/accredited to perform.

**“Invoice”** means an invoice provided by Parsons to Customer in electronic or other form which identifies fees, costs or other amounts owing from time to time by Customer to Parsons and shall be deemed to include amounts payable by PAD pursuant to Section 5.6 without any further documentation or notice provided to Customer.

**“Laws”** means all international, national, federal, state, provincial and local laws, statutes, codes, rules, regulations, ordinances, orders, decrees or other pronouncements of any Governmental Authority having the effect of law, including, without limitation, environmental Laws.

**“Lockout”** means the administrative action of indefinitely suspending Customer’s access to the Network, thereby preventing Customer from conducting emissions tests and/or entering vehicle repair data under the modernized Drive Clean program.

**“Losses”** means any and all damages, fines, fees, settlements, payments, obligations, penalties, deficiencies, losses, costs and expenses (including environmental Losses, interest, court costs, reasonable fees of attorneys, accountants and other experts and other reasonable expenses of litigation or other proceedings or of any claim, default or assessment).

**“Maintenance/Repair Services”** or **“Services”** means Maintenance/Repair Services provided by Parsons under the terms and conditions set out in this Agreement.

**“MOE”** shall have the meaning set forth in the first recital.

**“MOE Agreement”** shall have the meaning set forth in the second recital.

**“MTO”** means the Ontario Ministry of Transportation.

**“Network”** means the computer software and infrastructure system owned or licenced by Parsons for the operation and management of the modernized Drive Clean program, consisting of the centralized Drive Clean database along with the hardware and software used to connect the Equipment to the centralized database, which enables (among other things) the conducting of Drive Clean emissions tests, transmission of emissions test results and entry of vehicle repair data to the centralized database and to the MTO, remittance of fees and communication of program information to Customer, but does not include the software interface between Parsons and the MTO (provided by the Province) or the Internet Service Provider services necessary for Customer to connect to the Network (provided by Customer).

**“Online Equipment Purchase Confirmation”** means an equipment purchase request made by Customer or the electronic transmission of substantially similar information by Customer to Parsons which is accepted by Parsons (subject to any agreed upon modifications), pursuant to which Customer and Parsons will be deemed to have entered into a binding agreement with respect to the subject matter of the request for the purchase of Equipment and the provision of Services related to such Equipment.

**“OTU”** means an Ontario Test Unit, being the inspection system approved by the DCO, to be used exclusively for approved functions associated with the modernized Drive Clean program, generally consisting of the following Components: a computer including a keyboard, monitor, printer with software controlled fax capability, scanner and interconnecting cables, barcode scanner, OBD-II interface, OBD-II self tester, digital camera with spare battery, headset, webcam, and associated modernized Drive Clean program software.

**“OTU/ROU Operator’s Manual”** means a printed manual shipped with an OTU/ROU that provides configuration-specific information on the setup and operation of the Customer’s OTU/ROU.

**“PAD”** shall have the meaning set forth in Section 5.6.

**“Party”** shall have the meaning set forth in the preamble above.

**“Person”** means any natural person, entity, corporation, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental Authority.

**“Preventive Maintenance Manual”** means a written document (also available on the Equipment Purchasing Website [www.parsons-canada.com/equipment/](http://www.parsons-canada.com/equipment/)) provided with each OTU/ROU which contains instructions for OTU/ROU setup, installation, operation, maintenance, troubleshooting and requesting Services and which may be changed, amended or added to from time to time at the sole discretion of Parsons and/or at the direction of the DCO, and communicated to Customer by means of the Knowledge Base within the DCF Web Portal or otherwise at Parsons’ discretion. The manual is also accessible from the OTU.

**“Repair Technician”** means a person who is AST-310 certified as an automotive service technician in the Province of Ontario and has successfully completed training under the Drive Clean Repair Technician Training Program, is a DCO-certified repair technician in good standing, and is authorized by Customer to operate and maintain Customer’s OTU(s)/ROU(s).

**“ROU”** means a Repair Only Unit, being the inspection system approved by the DCO, to be used exclusively for approved functions associated with the modernized Drive Clean program, consisting generally of the following Components: a computer including a keyboard, monitor, printer with software controlled fax capability, scanner and interconnecting cables, barcode scanner, OBD-II interface, OBD-II self tester, webcam, headset and associated modernized Drive Clean program software.

**“Services”** shall have the meaning set forth in the **“Maintenance/Repair Services”** definition above.

**“Site Contact”** means a Person designated by Customer who will accept delivery of the OTU(s)/ROU(s) or related Equipment, and will authorize Parsons’ field installation technicians or other repair personnel to provide Services at the Facility, with full authority to authorize and accept Services.

**“Specifications”** means the DCO approved written description of the physical, operational and performance features of the OTU(s)/ROU(s) and the modernized Drive Clean program Network.

**“Term”**, with respect to this Agreement, shall have the meaning set forth in Section 11.1.

**“User Serviceable Component”** or **“USC”** means a Component of the OTU or ROU that is to be installed by Customer (i.e. keyboard).

The definitions in this Section 1.1 shall apply equally to both the singular and plural forms of the terms defined. As used in this Agreement, (i) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”; (ii) the words “hereof”, “herein”, “hereby” and derivatives or similar words refer to this entire Agreement; (iii) all references to Sections shall be deemed references to Sections of this Agreement and all references to Appendices shall be deemed references to Appendices to this Agreement, unless the context shall otherwise require; and (iv) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless otherwise specified.

## **ARTICLE 2 SCOPE AND SUSPENSION**

### **2.1 Scope of Agreement**

This Agreement sets out the terms and conditions pursuant to which Customer shall purchase Equipment and Maintenance/Repair Services from Parsons and Parsons shall provide the Equipment and Maintenance/Repair Services to Customer.

## **2.2 Suspension of Network Access and Services**

- (a) Customer confirms and acknowledges that the DCO may Lockout, suspend or terminate Customer's OTU(s)/ROU(s) from accessing the Network. The circumstances under which the DCO will initiate a Lockout, suspension or termination are detailed in the Compliance Guidelines contained in the Drive Clean DCF SOP which includes failure of Customer to pay Parsons' monthly Maintenance/Repair fee or Parsons' Invoices or having insufficient funds in DCF bank account to satisfy a Parsons' PAD transaction or other breach of the terms of this Agreement. Customer further confirms and acknowledges that the Lockout, suspension or termination of Services at the request, direction or instruction of the DCO shall not under any circumstances be deemed a breach of this Agreement by Parsons, nor shall Parsons have any liability or responsibility whatsoever to Customer for such Lockout, suspension or termination and any such Lockout, suspension or termination shall not alter Customer's obligation to make any and all payments pursuant to the terms of this Agreement.
- (b) Customer confirms and acknowledges that Parsons may suspend the Services provided hereunder if Customer fails to resolve an overdue payment or faulty payment situation within three (3) days of being advised by Parsons of the overdue or faulty payment.

## **ARTICLE 3 PROVISION OF EQUIPMENT AND SERVICES**

### **3.1 Delivery**

- (a) Parsons shall ship the Equipment ordered by Customer to the ship-to destination set forth in the applicable Online Equipment Purchase Confirmation. Parsons shall deliver the Equipment to Customer within a reasonable time period.
- (b) Title to the Equipment shall pass to Customer when the Equipment has been delivered to Customer pursuant to paragraph 3.1(a).

### **3.2 Acceptance**

All deliveries of Equipment, replacement Components or upgrade Components will require acceptance and signoff by Customer's designated Site Contact or backup Site Contact. Unless properly used for return of a Component to Parsons, removal and disposal of packing materials for Equipment or Components are the responsibility of Customer and shall be done in compliance with all municipal, provincial and federal laws, regulations and guidelines.

### **3.3 Service Performance**

- (a) The Customer shall engage Parsons to provide the Services, which shall cover the following Equipment Components, as applicable:
  - (i) PC unit (including memory, hard drive and CPU);
  - (ii) Cabinet/ cart, as applicable;
  - (iii) Barcode scanner, keyboard, mouse, display and interconnecting cables;

- (iv) OBDII connector cable, OBD II self-tester, printer with software controlled fax capability, scanner, web camera, digital camera (OTU only), signature pad and headset;
  - (v) Optional gas analyzer and associated Components; and/or
  - (vi) Optional diesel testing equipment and associated Components.
- (b) For clarification, Parsons shall only provide Services regarding the Equipment it has supplied pursuant to this Agreement, and shall provide replacement Components for the Equipment as it deems necessary and shall cover costs relating to such necessary replacements.
- (c) The Services will be effective upon successful installation of the OTU(s)/ROU(s), activation(s) in the Network and approval to conduct official inspections ("Operational Start Date"). Parsons reserves the right to inspect the OTU(s)/ROU(s) at Customer's DCF at any time during normal business hours after the Operational Start Date. If the OTU(s)/ROU(s) is/are not in acceptable condition for Maintenance/Repair Services due to the action(s) or inaction(s) of Customer, Customer shall have it restored to such condition and there will be a charge from Parsons for such restoration.
- (d) Parsons will repair or exchange a faulty Component of the OTU(s)/ROU(s). Parsons will ship or deliver a replacement Component for the OTU(s)/ROU(s) after completion (with Customer participation) of the troubleshooting process and the Parsons issuance of an authorization for replacement. When Parsons requires Customer delivery of a failing Component to a service centre, Customer will ship the faulty Component (at Parsons' expense), suitably packaged per Parsons' instructions, to the service centre Parsons designates. Customer will keep a record of proof of shipment. Provided Customer follows such instructions, Parsons is responsible for loss of, or damage to, the Component while in transit. In the event the shipment is lost in transit, Customer will provide proof of shipment to Parsons. In the event a repair requires on-site access to an OTU/ROU and/or Components (such as gas analyzer and/or diesel configurations), Customer will grant access to Parsons for Maintenance/Repair Services.
- (e) Some Components of the OTU(s)/ROU(s) are User Serviceable Components ("USC"). Customer agrees to identify any defective replacement USC to Parsons within 3 Business Days of Customer's receipt of the replacement USC. Customer agrees to return the defective replacement USC as directed by Parsons within 5 Business Days of notifying Parsons of the defect. Failure to return defective replacement USCs within the required time frame will result in Customer being charged the replacement cost of the non-returned replacement USC.
- (f) In instances where the Maintenance/Repair Services involves the exchange of a faulty OTU/ROU Component, the replacement hardware Component becomes the property of Customer, at no additional cost, but the item replaced and returned to Parsons shall no longer be the property of Customer. Customer represents and warrants that all items or Components removed from an OTU/ROU shall be the same as those delivered to Customer. Replacement items or Components provided by Parsons may not be new, but will be in good working order and functionally equivalent to the item(s) replaced.

Before Parsons replaces a defective Component of an OTU/ROU, Customer shall ensure that the item is free of any legal obligations or restrictions that prevent its replacement or exchange.

- (g) When Customer obtains authorization from Parsons to return a User Serviceable Component of an OTU/ROU, and such Component is then determined to be in good working order or has been damaged or misused by Customer, Parsons will notify Customer of this determination in writing, including at Parsons' option, via email. In the event such Component is determined to be fully operational or has been damaged and/or misused by Customer, Customer agrees to reimburse Parsons for the cost of the replacement Component and the cost of shipping both the suspect Component to Parsons and the replacement Component to Customer. Customer understands that Customer then shall own both the new Component shipped to Customer and the original Component returned to Parsons, which shall be returned to Customer, unless Customer directs otherwise.

In the event Customer disagrees with the finding by Parsons that Customer damaged or misused the Component, Customer must submit a formal response within 10 Business Days of receiving notification from Parsons requesting to initiate the Arbitration and Dispute Resolution process.

- (h) Delays in receipt of a USC caused by Customer's failure to accept delivery at Customer site during Customer's normal hours of operation will result in a delay in Customer's OTU(s)/ROU(s) becoming operational. Under such circumstances, Customer will pay any shipping fees required to re-deliver the USC and Parsons shall be relieved of its obligation to provide for the restoration of the OTU(s)/ROU(s) and/or Component(s) within the response time set out in Article 3.9 and Parsons shall have no liability whatsoever for the lack of use of the OTU(s)/ROU(s) or access to the Network by Customer in the interim.
- (i) In the event Customer has more than three (3) equipment Service calls on the same OTU/ROU for the same malfunction in any 12 month period, the equipment or part will be replaced unless Parsons can provide documented evidence that the recurrent unit malfunction was caused by circumstances of DCF negligence or DCF misuse.

### **3.4 Maintenance/Repair Services Exclusions**

Maintenance/Repair Services exclude the following:

- a) OTU/ROU Components damaged by Losses, misuse, accident, unauthorized modification, unsuitable physical or operating environment, maintenance by an unauthorized party;
- b) OTU/ROUs with removed or altered OTU/ROU or Component identification labels;
- c) Failures caused by a product or utility connection for which Parsons is not responsible;
- d) Service of OTU/ROU alterations not authorized by Parsons;
- e) DCF site preparation work of any kind;
- f) Theft of all or any portion of the OTU/ROU;
- g) Toner and paper for the OTU/ ROU printer are not included in the Maintenance/Repair Services, and as such, Customer is responsible for the cost of those items;

- h) Any installation by Customer of a feature, device, part, option, alteration, component, consumable, software and/or attachment or the like not provided by Parsons or not installed in accordance with the Installation instructions or OTU/ROU Operator's Manual.

### 3.5 Consumables

Parsons will provide the Modernized Program Consumables detailed in the tables below at no charge to Customer for the duration of the contract term. Customer will be subject to additional charges for Consumables used over and above the quantities shown in the tables. Parsons shall charge Customer for excess Consumables at the rates set out in Appendix C.

Filters will be replaced when requested by Customer at no additional cost as long as either the time requirement or the TSI test volume requirement has been met.

TSI Consumable	Based on Time	Based on TSI Test Volume
Calibration Gas (High)	1 bottle every 6 months	n/a
Calibration Gas (Low)	1 bottle every 12 months	n/a
Water Trap Filters - Large	1 filter every month	1 filter every 50 tests
Water Trap Filter – Small	1 filter every month	1 filter every 50 tests

TSI Consumable - Zero Air		
TSI Test Volume	Based on Time	Based on TSI Test Volume
Average 18 or more Tests/ week	n/a	1 bottle every 100 tests
Average 17 Tests/ week	1 bottle every 5 weeks	n/a
Average 16 Tests/ week	1 bottle every 6 weeks	n/a
Average 15 Tests/ week	1 bottle every 6 weeks	n/a
Average 14 Tests/ week	1 bottle every 6 weeks	n/a
Average 13 Tests/ week	1 bottle every 7 weeks	n/a
Average 12 Tests/ week	1 bottle every 7 weeks	n/a
Average 11 Tests/ week	1 bottle every 8 weeks	n/a
Average 10 Tests/ week	1 bottle every 9 weeks	n/a
Average 9 Tests/ week	1 bottle every 9 weeks	n/a
Average 8 Tests/ week	1 bottle every 10 weeks	n/a
Average 7 Tests/ week	1 bottle every 12 weeks	n/a
Average 6 Tests/ week	1 bottle every 13 weeks	n/a
Average 5 Tests/ week	1 bottle every 15 weeks	n/a
Average 4 Tests/ week	1 bottle every 17 weeks	n/a
Average 3 Tests/ week	1 bottle every 20 weeks	n/a
Average 2 or less Tests/ week	1 bottle every 25 weeks	n/a

Consumables provided by Parsons for use in an OTU/ROU are designed exclusively for the modernized Drive Clean program system and based on the configuration purchased. Any unauthorized consumables used in an OTU/ROU may void the modernized Drive Clean program Equipment warranties and Customer may be subject to applicable replacement charges.

### **3.6 Parsons Warranties**

Parsons warrants that the Equipment (including any necessary repaired and/or replacement materials or equipment in connection with the Services) delivered shall:

- (a) conform to Specifications, descriptions and other conditions of this Agreement (including the applicable Online Equipment Purchase Confirmation);
- (b) be free from liens and encumbrances with good title conveyed upon payment of the purchase price; and
- (c) be fit and safe for their intended purpose.

### **3.7 Warranty Limitations**

Parsons warrants that the Services provided under this Agreement shall be provided in a commercially reasonable manner but shall include only the repair or replacement (at Parsons' sole discretion) of Components of the OTU(s)/ROU(s) in accordance with the Maintenance/Repair Services descriptions and limitations contained herein, accomplished (at Parsons' sole discretion) by dispatch of Components to the Facility for installation by Customer and/or Parsons.

### **3.8 Repair or Replacement**

Repair or replacement of a faulty Component that restores an OTU/ROU to operating conditions pursuant to the Specifications shall constitute fulfillment of all warranty obligations under this Agreement on the part of Parsons. Any modifications to an OTU/ROU that are not provided for and approved by Parsons, any authorized upgrades not installed by user in a timely manner, or use of an OTU/ROU for anything other than the modernized Drive Clean program shall void all warranty obligations. The Equipment and Service Warranties set out in this Agreement are 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. Equipment and/or Services provided hereunder are otherwise provided "as is – with all faults."

### **3.9 Maintenance/Repair Services Response Times**

Provided that, in accordance with this Agreement:

- (a) access to an OTU/ROU is granted in a timely manner by Customer;
- (b) Customer has complied, in a timely manner, with all of its obligations including complete cooperation in the troubleshooting and diagnosis of a potential Component failure;
- (c) delivery acceptance of the replacement Component has not been unreasonably withheld; and
- (d) there are no Force Majeure Events that prevent timely delivery of the replacement Component;

Parsons will ship replacement Components for OTUs, ROUs and HD OTUs within the LDV Program Area by next day courier (where next day courier service is available), provided Customer contacts Parsons before the 3pm cut-off time.

For replacement Components for HD OTUs outside of the LDV Program Area, Customer will receive replacement Components by courier within 3 Business Days (where 3-day courier service is

available) from the date Customer calls Parsons for equipment service, provided Customer contacts Parsons before the 3pm cut-off time.

All repairs within the LDV Program Area that require onsite service will be completed by next Business Day if the call is received before the 3pm cut-off time.

### **3.10 Exclusions**

Parsons' obligation to repair or replace Components under the foregoing warranty will not apply to the extent that there has been misuse (including but not limited to use of any OTU/ROU capacity or capability not expressly authorized by Parsons), theft, accident, fire, water damage, loss, modification (including, without limitation, unauthorized installation on an OTU/ROU of features, devices, parts, options, software, alterations, Components and/or attachments or the like not authorized and provided by Parsons in connection with the modernized Drive Clean program), unsuitable physical or operating environment, operation in other than the specified operating environment, improper maintenance by Customer, a failure of Customer to comply fully with this Agreement and/or a failure caused by a product or service for which Parsons is not responsible hereunder. With respect to an OTU/ROU, the warranty is voided by unauthorized removal or alteration of an OTU/ROU or Component identification labels. To regain warranty status, an OTU/ROU must be restored to proper operating condition which may require an on-site inspection by Parsons and/or replacement of damaged Components, all at the expense of Customer (the "Equipment Inspection/Restoration Fee"), calculated in accordance with Appendix D.

### **3.11 Items Not Covered By Warranty:**

Parsons does not warrant uninterrupted or error-free operation of the Network and/or the OTU(s)/ROU(s) or of any other Product or Services hereunder or that Parsons will correct all defects.

### **3.12 Non-Parsons Products and Services**

Unless Parsons specifies otherwise in writing, Parsons gives no warranties of any kind, express or implied, for any goods or services not supplied by Parsons.

### **3.13 Equipment Configuration Change**

Parsons may, from time-to-time, with the approval of, and/or at the direction of the DCO, require hardware or software changes in order to: replace an obsolete Component or part with a functionally equivalent replacement; maintain or improve Equipment efficiency, reliability, utility, maintainability or functionality; or for other reasons. In such cases, Customer agrees to cooperate promptly and fully with Parsons in connection with the installation of any such changes.

### **3.14 Equipment Configuration Upgrade**

Parsons recognizes that there will be instances where Customer decides to augment the Drive Clean program services offered by expanding the capability of Customer's OTU or ROU. For instance, Customer who purchased a Base OTU may wish to add Gas Analyzer capability to Customer's equipment configuration. The cost to upgrade various OTU configurations, along with the revised monthly Maintenance/Repair Service Fees, are detailed in Appendix B of this Agreement.

### **3.15 Customer Obligations**

Customer shall:

- (a) ensure that sufficient information is given in sufficient time to Parsons to enable the Services to be performed;
- (b) procure all necessary access by Parsons 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 the Services; and
- (c) supply Customer personnel necessary for the performance of the Services.

### **3.16 Transferability**

Ownership of an OTU(s)/ROU(s) may be transferred by Customer upon written notification to Parsons. However, this Agreement and the Services provided hereunder are not transferable. In the event that Customer transfers ownership of an OTU(s)/ROU(s) to another Person, this Agreement shall remain in force for the remaining OTU(s)/ROU(s) owned by Customer. If Customer owns no remaining OTU(s)/ROU(s), this Agreement shall terminate. Customer shall pay Parsons for all Services rendered to Customer prior to Parsons being notified in writing of the transfer of ownership of the OTU(s)/ROU(s). For the transferred OTU(s)/ROU(s), the transferee shall be required to execute a new Equipment Purchase and Maintenance Agreement on the same terms and conditions as contained in this Agreement (and must be a DCF approved by the DCO to perform the same, or lesser, Drive Clean Services the OTU(s)/ROU(s) is/(are) capable of performing) in order to participate in the modernized Drive Clean program. Parsons may inspect the OTU(s)/ROU(s) during the Accreditation Audit and will decline to enter an Equipment Purchase and Maintenance Agreement with the transferee where the condition of the Equipment is unacceptable to Parsons. The transferee may elect to have Parsons bring the unit into original operating condition and pay the Material Charges and Labour Fees, determined in accordance with Appendix D of this Agreement, at which time Parsons will enter an Equipment and Maintenance Agreement with the transferee.

## **ARTICLE 4**

### **MODERNIZED DRIVE CLEAN PROGRAM CONTACT CENTER ASSISTANCE**

The modernized Drive Clean program Contact Centre will assist Customer with troubleshooting of the OTU(s)/ROU(s); ordering replacement Components; ordering optional equipment, Consumables and Services that may be offered by Parsons. Contact Centre hours are Monday through Friday 8 AM to 6 PM, on Business Days. The hours of the modernized Drive Clean program Contact Centre operations may change from time-to-time with DCO approval. The toll free number to reach the Contact Centre is 855-895-8509.

## **ARTICLE 5**

### **PRICE, PAYMENT, PRICE ADJUSTMENTS, TAXES**

#### **5.1 Prerequisites to Purchasing an OTU or ROU**

Before purchasing an OTU or ROU:

- (a) Customer must have entered into a DCF Performance Contract with the MOE; and
- (b) Customer must review, understand and electronically sign this Agreement online.

## **5.2 Minimum Initial Equipment Configuration Purchased**

The initial Equipment configuration purchased by Customer must include, at minimum, the Equipment configuration that corresponds to the Drive Clean services Customer is authorized by the MOE to provide.

## **5.3 Equipment Configuration Cannot be Changed Subsequent to Placing Order**

Customer acknowledges and agrees that subsequent to Customer placing an order for Equipment, the Equipment configuration ordered cannot be changed.

## **5.4 Purchase Price**

Customer shall purchase the Equipment and procure the Services from Parsons in accordance with the pricing details set out Appendix A, B, C and D attached hereto (as applicable) and in accordance with the terms of this Agreement.

Appendix A - Equipment Configurations and Pricing: Provides prices for Equipment purchases and related monthly Maintenance/Repair Service Fees;

Appendix B - Equipment Configuration Upgrades: Provides prices for Equipment configuration upgrade purchases and related monthly Maintenance/Repair Service Fees;

Appendix C - Equipment Components, Parts and Consumables Price List; and

Appendix D - Equipment Inspection/Restoration Fee and Other Fees.

## **5.5 Terms of Payment for Equipment**

(a) Parsons will accept various methods of payment for Equipment purchases as detailed below. Regardless of payment method, Customer agrees to pay Parsons for the OTU(s)/ROU(s) and the related monthly Maintenance/Repair Service Fee(s) as specified in this Agreement. Customer is responsible for all applicable taxes related to the Equipment and Services, including the Harmonized Sales Tax (HST).

(b) 30% of the total amount payable for Equipment is due at the time the order is placed and the remaining 70% is due prior to delivery of the Equipment. In the event Customer fails to take delivery of the Equipment, Parsons shall retain the 30% deposit of Customer as liquidated damages (and not a penalty).

(c) Parsons will accept the following payment methods for Equipment:

Credit Card (VISA or MasterCard only)

Pre-Authorized Debit (bank-to-bank transfer)

Bank Draft (mailed or couriered to Parsons Lockbox address in section (d) below)

Certified Cheque (mailed or couriered to Parsons Lockbox address in section (d) below)

(d) All payments by Certified Cheque or Bank Draft are to be remitted (only) as follows:

By Mail: Parsons Canada Ltd.  
P.O. Box Number 15504  
Station A  
Toronto, Ontario M5W 1C1

**-- OR --**

By Courier: JPMorgan Chase – Lockbox Processing  
Lockbox 15504  
Royal Bank Plaza - South Tower  
200 Bay Street, Suite 1800  
Toronto, Ontario M5J 2J2

- (e) Customer may arrange a lease through a Customer-sourced Lessor, however, and in such instances the terms of payment are as stated in Section (b) above.
- (f) Parsons will coordinate the Equipment ordering process, receive the Equipment from its subcontractor, warehouse the Equipment and perform the required quality assurance tests in advance of delivering the Equipment to Customer. Customer acknowledges that Parsons shall receive a payment from the Equipment Supplier for the foregoing services.

## **5.6 Payment of Maintenance/Repair Services Fee(s)**

Parsons will require a monthly fee, paid via Pre-Authorized Debit (“PAD”), for the Maintenance/Repair Services, which are mandatory, the amount of which is based upon the OTU(s)/ROU(s) Equipment configuration(s) purchased. All monthly Maintenance/Repair Service fees must be paid by Customer for the duration of the Program (unless mutually agreed by the Parties). All monthly Maintenance/Repair Service fees must be paid for by Customer during any Lockout or suspension. Customer’s monthly Service Fee(s) will be determined based on the number of, and the specifics of each OTU/ROU Equipment configuration owned by Customer, and the per unit monthly Maintenance/Repair Service Fees detailed in this Agreement. The monthly Service Fee(s) will commence effective January 1, 2013 for any OTU(s)/ROU(s) delivered to Customer up to and including December 31, 2012 and for all OTUs/ROUs delivered after December 31, 2012, the Service Fee shall begin effective the day the equipment is delivered to Customer, and will be remitted by PAD. For clarity, the first monthly Service Fee will be prorated to include the number of days Services are provided in the month the Equipment is delivered and Services commence. The monthly Maintenance/Repair Service Fee(s) will be transferred from Customer’s bank to Parsons by PAD on the 1st day of each month thereafter and shall continue for the duration of this Agreement. The monthly Service Fee(s) will continue during the term of any program suspension and/or Lockouts assessed by the DCO. If the 1st of the month is not a Business Day, the PAD for the Service Fee will be processed on the next Business Day. Parsons will only accept PAD payment for Service Fees hereunder and Parsons will not send Customer a monthly Invoice for Service Fees. Customer must provide an active bank account and authorize Parsons to direct the PAD payments be drawn from this bank account in settlement of the Service Fees, as well as any other payments Customer may need to make to Parsons. **This bank account must be the same bank account used by Customer to remit test fees to the Province of Ontario.** Sufficient funds must be available for Parsons to access for payment of the monthly Service Fees via PAD. If Parsons is unable to perform all or part of the Services for any cause whatsoever outside Parsons’ control including an event of Force Majeure Event or if Customer fails to comply with any of its obligations hereunder, Parsons shall nevertheless be entitled to payment for all Services rendered, fees for dishonoured payments due to insufficient funds or otherwise and late charges incurred hereunder.

Customer must complete and sign a Pre-Authorized Debit agreement with Parsons. Customer may review and/or download the PAD agreement from the DCF Administration Application (“DAA”) within the Drive Clean Portal. Subsequent to reviewing the PAD agreement, Customer must enter the PAD information and sign the PAD agreement electronically via the DAA.

## **5.7 Payment for Replacement Components and services not covered by Maintenance/Repair Services**

- (a) Parsons will invoice Customer if an OTU/ROU or Component thereof has been damaged through the fault of Customer and is therefore outside of the Maintenance/Repair Services (as described in this Agreement). The amount set forth on any Invoice shall be determined in accordance with Appendix D and shall be due on receipt.

- (b) In the event Customer wishes to engage Parsons to perform additional work beyond the scope of this Agreement, Parsons will charge Customer based on the specifics of the work involved as set out in Appendix D.

## **5.8 Lockout/ Suspension of Access and Collection**

In the event of late or non-payment of an Invoice, the Customer is in non-compliance with the DCF SOP and the DCO shall Lockout or suspend the Facility. 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 any unpaid Invoice in any court having competent jurisdiction. Customer shall pay all of Parsons' collection costs, including attorneys' fees and related costs in the event the dispute is lost by Customer. In the event of a dispute concerning an Invoice, Customer shall notify Parsons in writing at the address listed above. If Customer does not give Parsons written notice of a dispute within fifteen (15) days from the date of the Invoice, such Invoice shall be deemed undisputed and binding on Customer. Customer shall be responsible for paying any undisputed Invoice amounts by the required payment due date.

## **5.9 Insufficient Funds and Late Charges**

Customer agrees that there will be a \$40 fee for each instance of a Service Fee or Invoice payment being dishonoured due to insufficient funds or otherwise. Failure to pay any outstanding Service Fee (plus the \$40 fee and any applicable taxes) or any outstanding Invoice amount (plus the \$40 fee and any applicable taxes) is non-compliant with the DCF SOP and the DCO shall Lockout or suspend the Facility. With the prior consent of the DCO, Parsons reserves the right to change this faulty payment fee from time to time during the term of this Agreement.

Customer agrees that the amount set forth on any Parsons Invoice or dishonoured PAD which is not paid within thirty (30) days of the date set forth on the Invoice, or date the PAD was dishonoured, shall be considered late, and will be subject to late charges of 18% per annum, payable monthly from the aforementioned dates.

## **5.10 Taxes**

Pricing set out in Appendix A, B, C, and D attached hereto shall have all applicable taxes including the Harmonized Sales Tax ("HST") added thereto. HST will be separately stated in Parsons' Invoice and will be paid by Customer to Parsons.

# **ARTICLE 6 CUSTOMER ACKNOWLEDGMENT AND RESPONSIBILITIES**

## **6.1 General Responsibilities**

Customer acknowledges and agrees that under this Agreement:

- (a) Parsons grants Customer only the licences and rights specified. No other licences or rights (including licences or rights under patents) are granted;
- (b) Customer will not bring a legal action concerning the purchase of the OTU(s)/ROU(s) hereunder more than one year after the cause of action arose, and in no event later than 18 months after the Effective Date of this Agreement;
- (c) neither Customer, nor Parsons, is responsible for failure to fulfill any obligations due to causes beyond our respective control, including for reasons of a Force Majeure Event;

- (d) it is the responsibility of Customer to maintain the currency of its Preventive Maintenance Manual(s) through the Equipment Purchasing Website ([www.parsons-canada.com/equipment/](http://www.parsons-canada.com/equipment/));
- (e) Customer will perform the required preventive maintenance procedures detailed in the OTU(s)/ROU(s) Preventive Maintenance Manual(s);
- (f) Customer will pay all internet and/or dialup connection charges resulting from Customer's operation of its OTU(s)/ROU(s) and its/their connection to the Network (the "Connection Charges");
- (g) it is the responsibility of Customer to ensure all Inspections are performed using properly calibrated and correctly functioning OTUs/ROUs. The DCO may direct Parsons to Lockout, suspend or terminate operations of any OTU(s)/ROU(s) and take any other appropriate action if Parsons or the DCO determine that any OTU(s)/ROU(s) is/(are) either 1) defective or 2) improperly operated and/or maintained: and
- (h) Customer is responsible for downloading designated code and software updates from the Parsons Network or from other electronic media, and following the instructions provided.

## **6.2 Limitations on Use**

Customer agrees:

- (a) to acquire an OTU(s)/ROU(s) only for its own use, and not for remarketing or leasing;
- (b) Customer is responsible for ensuring that all OTU(s)/ROU(s) that are owned and/or leased are used only in accordance with the terms and conditions of this Agreement;
- (c) not to assign, or otherwise transfer, this Agreement or any rights under it, or delegate Customers' obligations, without Parsons' prior written consent (and any attempt to do so is void);
- (d) to provide Parsons and its agents, representatives, suppliers or subcontractors with sufficient, free, timely and safe access to the Facility so that Parsons can fulfill its obligations hereunder;
- (e) to allow Parsons (including, its agents, representatives, suppliers and subcontractors) to store Customer contact information, such as names, phone numbers, bank account information and e-mail addresses and to use such information solely as it relates to this Agreement or under any other agreement with Parsons or for purposes of the modernized Drive Clean program, or to communicate with Customer regarding the OTU(s)/ROU(s) and/or the modernized Drive Clean program;
- (f) Light Duty OTU(s)/ROU(s) purchased hereunder must be located within the Light Duty Vehicle program area as defined by the Province. Heavy Duty OTUs purchased hereunder must be located within the Province of Ontario;
- (g) to accept delivery of the OTU(s)/ROU(s), and/or any Component or Consumable thereof, during Customer's normal hours of operation or be subject to a return delivery fee;
- (h) to inspect the shipment of all OTU(s)/ROU(s), Components or Consumables for any visible damage to the box or shipping container and note any damage on the bill of lading from the freight carrier prior to accepting delivery from the freight carrier, Customer

acknowledges that failure to document shipping damage may forfeit its right to claim replacement of damaged OTU(s)/ROU(s), Components or Consumables;

- (i) for the duration of Customers' participation in the modernized Drive Clean program:
  - (i) the OTU(s)/ROU(s) purchased hereunder shall be used exclusively for modernized Drive Clean program related business and for approved functions associated with the modernized Drive Clean program;
  - (ii) such OTU(s)/ROU(s) shall not be used for any other commercial, personal, family or household purposes; and
  - (iii) the OTU(s)/ROU(s) is/(are) a CLOSED SYSTEM designed to perform ONLY modernized Drive Clean program functions, and is not useful for any other non-modernized Drive Clean program purposes; and
- (j) not to install or have installed by a party other than Parsons (or any of its subcontractors), for the duration of the Term of this Agreement, any device, part, option, alteration, component, software and/or attachment or the like not provided by Parsons.

### **6.3 OTU/ROU Operating Environment**

Customer agrees:

- (a) that only qualified Inspectors and/or Repair Technicians will be allowed to use the OTU(s)/ROU(s) respectively (with the exception of Inspectors and Repair Technicians utilizing the equipment in the process of becoming certified);
- (b) to provide and maintain through the Term of this Agreement a safe and secure operating environment for the OTU(s)/ROU(s) in accordance with operation and maintenance procedures described in the OTU(s)/ROU(s) Preventive Maintenance Manual(s) and the and OTU(s)/ROU(s) Operator's Manual(s);
- (c) any misuse, modification, unsuitable physical or operating environment, or improper maintenance by Customer will result in termination of the Services;
- (d) to ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of the Services;
- (e) to inform Parsons 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 Parsons' provision of Services at the Premises, including, for example, presence or risk of radiation, toxic or noxious or explosive materials, environmental pollution or poisons; and
- (f) to exercise all of Customer's rights and discharge all of its liabilities and/or comply under any relevant contract with a third party in accordance with applicable Law.

### **6.4 Security**

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

## **6.5 Programs (Machine Code)**

For the OTU(s)/ROU(s), Programs (Machine Code) are provided. Programs (Machine Code) are copyrighted and licenced, not sold, (including, but not limited to the customized software residing on the OTU(s)/ ROU(s) and the Network and Windows 7 Professional operating system) and other products as may be added over time, under the terms of the licence agreement(s) provided with the OTU(s)/ROU(s). Customer hereby accepts the terms of the licences for Programs (Machine Code) according to the specified licence.

## **6.6 Title and Risk of Loss**

Title to an OTU/ROU purchased hereunder shall transfer to Customer, (or to the Equipment Lessor, if applicable), upon shipment of the OTU/ROU to Customer from Parsons. The risk of loss for the OTU/ROU shall pass to Customer on the date on which the OTU/ROU is delivered to Customer. Title to OTU/ROU Components and/or Consumables provided hereunder shall transfer to Customer upon receipt of the shipment from Parsons or its delivery service.

## **6.7 Unauthorized Use**

Should any unauthorized person gain access to Customer's OTU(s)/ROU(s), Customer will notify the modernized Drive Clean program Contact Centre immediately.

# **ARTICLE 7 REPRESENTATIONS AND WARRANTIES**

## **7.1 Representations and Warranties of Parsons**

Parsons represents and warrants to Customer that:

- (a) Parsons shall perform all of its obligations under this Agreement in compliance with all applicable Laws. Parsons shall hold during the Term of this Agreement all licences, permits and similar authorizations required by any Governmental Authority (including MOE) for Parsons to perform its obligations under this Agreement.
- (b) The Equipment furnished by Parsons to Customer under this Agreement shall be free from defects in material and workmanship and shall not infringe any patent, copyright, or trademark or misappropriate any trade secret or other Intellectual Property of any third party.
- (c) Parsons owns or controls all rights and licences necessary for Parsons to supply the Equipment in accordance with the terms of this Agreement.
- (d) Parsons is a corporation duly organized, validly existing and in good standing under the laws of Canada and has power and authority to conduct its business as currently being conducted and as contemplated herein.
- (e) Parsons has power and authority to make, deliver and perform its obligations under this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. No consent of authorization of, filing with or other act by or in respect of, any Governmental Authority or any other Person is or will be required in respect of Parsons in connection with the execution, delivery, performance, validity or enforceability of this Agreement, other than those received to date. This Agreement has been duly executed and delivered on behalf of Parsons. This Agreement constitutes the legal, valid and binding obligations of Parsons enforceable against Parsons in accordance with its terms.

## **7.2 Representations and Warranties of Customer**

Customer represents and warrants to Parsons that:

- (a) Customer is a Person duly organized, validly existing and in good standing under the laws of the jurisdiction of incorporation or formation and has power and authority to conduct its business as currently being conducted and as contemplated herein.
- (b) Customer is in good standing with, and has all required approvals required by, the DCO to participate in the modernized Drive Clean program.
- (c) Customer has power and authority to make, deliver and perform its obligations under this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. No consent or authorization of, filing with or other act by or in respect of, any Governmental Authority or any other Person is or will be required in respect of Customer in connection with the execution, delivery, performance, validity or enforceability of this Agreement, other than those received to date. This Agreement has been duly executed and delivered on behalf of Customer. This Agreement constitutes the legal, valid and binding obligations of Customer enforceable against Customer in accordance with its terms.
- (d) The execution, delivery and performance of this Agreement by Customer will not violate any agreement or instrument to which Customer is a party.

## **7.3 Notice of Material Events**

Customer hereby agrees to promptly notify Parsons of any actual or anticipated events that have or may be reasonably expected to have a material effect on its good standing as a DCF in compliance with the requirements of the DCO or on its ability to participate in the modernized Drive Clean program.

# **ARTICLE 8 INTELLECTUAL PROPERTY**

## **8.1 Parsons' Intellectual Property**

Customer acknowledges and agrees that Parsons is the sole owner or licensee of the rights to the Intellectual Property relating to the Equipment. All materials, inventions, know-how, trademarks, information, data, writings and other property in any form whatsoever, which is provided to Customer by or on behalf of Parsons, or which is used by Customer with respect to the Equipment, and any and all improvements thereto, shall remain the property of Parsons (the "**Parsons Property**"). Parsons hereby grants to Customer a non-exclusive licence during the Term of this Agreement to use any Parsons Property supplied to it solely to the extent necessary to enable Customer to use the Equipment. Customer shall not acquire any other right, title or interest in or to the Parsons Property.

## **8.2 Patents and Copyrights**

For purposes of this Section, the term "OTU/ROU" includes Programs provided by Parsons. If a third party claims that an OTU/ROU infringes that party's patent or copyright, Parsons, and/or its Equipment Supplier, may at its/their discretion defend Customer against that claim at its expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that Customer:

- (a) immediately notifies Parsons in writing of the claim (no later than 5 Business Days after Customer's receipt or knowledge of the claim);

- (b) allows Parsons and/or its Equipment Supplier, to control the defence and any related settlement negotiations; and
- (c) fully and promptly cooperates with Parsons, and/or its Equipment Supplier, in the defence or settlement of the claim.

If such a claim is made or appears likely to be made, Customer agrees to immediately notify Parsons and permit Parsons and/or its Equipment Supplier, to enable Customer to continue to use the OTU/ROU, or to modify the OTU/ROU, or replace it with one that is functionally equivalent. If it is determined that none of these alternatives is reasonably available, Customer agrees to return the OTU/ROU to Parsons (or its designee(s)) at Parsons' request. Parsons will then give Customer a credit equal to its net book value provided Customer has followed generally-accepted accounting principles in establishing such net book value. This is Parsons', and/or its Equipment Supplier's, entire obligation to Customer regarding any claim of infringement.

### **8.3 Limited Right to Use**

Nothing set forth in this Agreement shall be construed to grant to Customer any title, right or interest in or to any Intellectual Property owned, licenced or controlled by Parsons.

## **ARTICLE 9 INDEMNIFICATION AND LIMITATION OF LIABILITY**

### **9.1 Indemnification of Parsons**

Customer hereby agrees to indemnify and save harmless Parsons and its officers, directors, employees and agents from and against any claim, demand, damage, loss, expense (including all costs incurred as a result of), or cause of action of any nature resulting from or relating to:

- (a) the operation of the Facility or the existence of any dangerous condition at the Facility;
- (b) any breach or non-performance by Customer or its officers, directors, employees and agents of any provision of this Agreement;
- (c) any damage to property, real or personal, owned by Parsons or others, including any member of the public, caused by or resulting from Customer's performance or non-performance under this Agreement or Customer's operation of the Facility; and
- (d) any personal or bodily injury to, or death of, any person, including any member of the public, caused by or resulting from Customer's performance or non-performance under this Agreement or Customer's operation of the Facility.

### **9.2 Limitation of Liability**

The liability of Parsons in respect of any claim (including, without limitation, claims based on breach of warranty, breach of contract, negligence or strict liability in tort under any provision of this Agreement or otherwise) for loss, damage or expense of any nature and howsoever arising, shall in no circumstances exceed a total aggregate sum equal to the amount of fees paid hereunder by Customer to Parsons for the 12 months prior to the date of the claim. In no event shall Parsons have any liability for any indirect, incidental or consequential damages or loss (including, without limitation, loss of profits, loss of use, loss of goodwill, economic or special damages).

## **ARTICLE 10 CONFIDENTIAL INFORMATION**

### **10.1 Non-Use and Non-Disclosure**

Customer shall maintain in strict confidence, and shall not disclose to any third party, all Confidential Information observed by or disclosed to it by or on behalf of Parsons pursuant to this Agreement. Customer shall safeguard the confidential and proprietary nature of the Confidential Information of Parsons with at least the same degree of care as it holds its own confidential or proprietary information of like kind, which shall be no less than a reasonable degree of care.

### **10.2 Survival**

The provisions of this Article 10 shall survive the termination or expiration of this Agreement for a period of ten years.

## **ARTICLE 11 TERM AND TERMINATION**

### **11.1 Term of Agreement**

Unless terminated pursuant to this Article or the mutual written agreement of the Parties, the Agreement shall commence on the Effective Date and shall terminate on June 30, 2018, unless the MOE Agreement is extended, in which case this Agreement shall be automatically renewed on the same terms or on such other terms as are permitted by the MOE for the same period of time as the MOE Agreement is renewed (the “**Term**”).

### **11.2 Termination**

The Agreement may be terminated:

- (a) immediately by Parsons at any time in the event Customer or Customer's staff repeatedly threaten or are otherwise abusive to Parsons employees, subcontractors or other representatives. For the purpose of this Agreement, “repeatedly” shall mean three (3) occurrences in any 12 month period;
- (b) immediately by Parsons, by notice given in writing to Customer of such termination upon the violation by Customer of any material provision(s) of the Agreement;
- (c) by Parsons, by notice given in writing to Customer of such termination upon the expiry of a thirty (30) day cure period following Parsons providing written notice to Customer of violation by Customer of any provision(s) of this Agreement not set out in Section 11.2 (b); and
- (d) immediately without notice or other act:
  - (i) upon the attempted assignment of this Agreement by Customer without the prior written consent of Parsons;
  - (ii) upon the termination of the MOE Agreement;
  - (iii) in the event that either Party: (A) becomes insolvent, or institutes or has instituted against it a petition for bankruptcy or is adjudicated bankrupt; (B) executes a bill of sale, deed of trust, or a general assignment for the benefit of creditors; (C) is dissolved or transfers a substantial portion of

its assets to a third party; or (D) a receiver is appointed for the benefit of its creditors, or a receiver is appointed on account of insolvency; or

- (iv) in the event Customer ceases to be an approved operator of a DCF and/or Customer's DCF Performance Contract is terminated.

Each of the Parties shall continue to comply with any of its obligations which are stated in this Agreement, or in an Appendix hereto, to continue following the termination of this Agreement or survive the termination of this Agreement. In particular, the termination or expiration of this Agreement shall not affect the survival and continuing validity of Articles 1, 6, 8, 9, 10, 12, 13 and 14, or of any other provision which is expressly or by implication intended to continue in force after such termination or expiration.

## **ARTICLE 12 NOTICES**

### **12.1 Notices**

Any notice required to be given hereunder shall be in writing and shall be deemed to have been sufficiently given:

- (a) when delivered in person,
- (b) on the fifth (5<sup>th</sup>) Business Day after mailing by registered or certified mail, postage prepaid, return receipt requested,
- (c) on the next Business Day after mailing by overnight courier service, or
- (d) when delivered via facsimile with the original delivered via one of the preceding methods; to the address specified below.

If to Customer, at the address set out on the signature page; and

If to Parsons:     Parsons Canada Ltd.  
                             2751 John Street  
                             Markham, Ontario  
                             L3R 2Y8  
                             Attention: Field Service Manager  
  
                             Facsimile: 855-868-6966

Either Party may, by notice to the other Party, change its address for service.

### **12.2 Change of Address/Customer Changes**

Customer shall notify Parsons immediately in writing of any address change or departure from Customer address stated in this Agreement. This includes any changes to any information provided by Customer (including, without limitation, telephone or fax numbers, email address, Site Contact name(s), billing address, etc.). Only Customer or an authorized representative of Customer can make changes to Customer's account information. Customer accounts are not transferable. Any attempt to transfer Customer account without advance written consent of the Parsons shall, at the sole option of the Parsons, terminate this Agreement.

## **ARTICLE 13 DISPUTE RESOLUTION**

### **13.1 Dispute Resolution**

The Parties agree to make a good faith effort to mutually resolve any dispute as quickly as practicable. If, however, the Parties are unable to resolve the dispute within ten (10) Business Days, the Parties' representatives shall submit the dispute to one of their senior-level executives (including from Customer, the owner of the DCF and from Parsons the Ontario Program Manager and/or the Vice President Sector Manager), for review and simultaneously notify the other Party in writing thereof. A meeting shall be held within ten Business Days after such notice of submission attended by such senior-level executives of the Parties and any necessary representatives to attempt in good faith to negotiate a resolution of the dispute. If, within ten (10) Business Days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, either Party may request the dispute be settled by arbitration in the manner set out in Section 13.2.

### **13.2 Arbitration**

In the event the Parties are unable to resolve any dispute as contemplated by this Article 13, or thirty (30) days has elapsed since the date of the initial request for such negotiations, then said dispute will be referred to binding arbitration in accordance with the rules of the *Arbitration Act, 1991* (Ontario) as it may be amended or replaced by successor legislation. The place of arbitration shall be Toronto, Ontario. The Parties, before entering into arbitration, will jointly select a single arbitrator; should they be unable to agree on the choice of arbitrator within ten (10) Business Days, then the appointment of a person who is neutral to the Parties in controversy will be made pursuant to the *Arbitration Act, 1991* (Ontario). The arbitrator will not be a director, officer, or employee of either of the Parties of this Agreement. Such arbitrator will have legal training and expertise in the field of the dispute. The fact that arbitration is or may be allowed will not impair the exercise of any termination rights under this Agreement. The arbitrator shall decide the allocation of arbitral costs.

## **ARTICLE 14 MISCELLANEOUS**

### **14.1 Publicity**

Customer shall not publicize or use any name, trademarks or logos of Parsons nor identify Parsons as a supplier without Parsons' prior written consent in each instance. This restriction shall not, however, apply to the extent that any such disclosures are required by applicable Laws.

### **14.2 Governing Law and Venue**

- (a) The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to the principles of conflicts of law.
- (b) All actions and proceedings under this Agreement shall be brought exclusively in the courts of the Province of Ontario with a Greater Toronto Area venue. The Parties hereby waive (i) any objection which it may have at any time to the venue of the proceedings in any such court, (ii) any claim that such proceedings have been brought in an inconvenient forum and (iii) the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such Party.

### **14.3 Relationship of the Parties**

The relationship hereby established between Customer and Parsons is solely that of independent contractors. This Agreement is not intended to create, and shall not be construed as creating, between Parsons and Customer, the relationship of principal and agent, joint venturers, co-partners, or any other such relationship, the existence of which is expressly denied. No employee or agent engaged by Customer shall be, or shall be deemed to be, an employee or agent of Parsons and shall not be entitled to any benefits that Parsons provides to its own employees.

### **14.4 Assignment; Binding Effect**

Customer shall not assign any of its rights or delegate or subcontract any of its duties and obligations under this Agreement without the prior written consent of Parsons, which may be withheld at its discretion. This Agreement shall apply to, inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. The Parties agree that this Agreement is not intended by any Party to give any benefits, rights, privileges, actions or remedies to any person or entity, partnership, firm or corporation as a third party beneficiary or otherwise under any theory of law.

### **14.5 Force Majeure**

Parsons shall not be liable for any failure to perform or any delays in performance, and shall be deemed not to be in breach or default of its obligations set forth in this Agreement, if, to the extent and for so long as, such failure or delay is due to any causes that are beyond its reasonable control including, without limitation, such causes as intervening act of God or public enemy, war, terrorism, blockade, civil commotion, fire, flood, tidal wave, earthquake, epidemic, quarantine restriction, a stop-work order or injunction issued by a court or public authority having jurisdiction, governmental embargo, cable cuts; acts of the local telephone exchange company or Customer's Internet Service Provider; courier deliveries or acts of any other third party not under Parsons' reasonable control all or any of which delays the performance of any obligation created by this Agreement beyond its scheduled time ("**Force Majeure Event**").

### **14.6 Severability**

If and solely to the extent that any court or tribunal of competent jurisdiction holds any provision of this Agreement to be unenforceable in a final non-appealable order, such unenforceable provision shall be stricken and the remainder of this Agreement shall not be affected thereby. In such event, the Parties shall in good faith attempt to replace any unenforceable provision of this Agreement with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

### **14.7 Non-Waiver; Remedies**

A waiver by any Party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies specified in this Agreement shall be cumulative and in addition to any other remedies provided at law or in equity.

### **14.8 Further Documents**

Each Party hereto agrees to execute such further documents and take such further steps as may be reasonably necessary or desirable to effectuate the purposes of this Agreement.

### **14.9 Forms**

The Parties recognize that, during the Term of this Agreement, an Online Purchase Agreement Confirmation or a similar routine document may be used to implement or administer provisions of this

Agreement. The Parties agree that the terms of this Agreement shall prevail in the event of any conflict between terms of this Agreement and the terms of such forms, and any additional or different terms contained in such forms shall not apply to this Agreement.

#### **14.10 Headings**

Headings of sections or other parts of this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement or change the meaning of this Agreement.

#### **14.11 Counterparts**

This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically signed or scanned form.

#### **14.12 Entire Agreement; Amendments**

This Agreement, together with any attachments and amendments, constitutes the entire agreement of the Parties with respect to its subject matter and merges and supersedes all prior discussions and writings with respect to thereto. No modification or alteration of this Agreement or any Attachments hereto shall be binding upon the Parties unless contained in a writing signed by a duly authorized agent for each respective Party and specifically referring hereto or thereto. However, Parsons may amend this Agreement at any time after June 30, 2018 with the consent of the DCO. Customer will be advised thirty (30) days in advance of any change to the terms and conditions of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above. The Parties acknowledge and agree that this Agreement will be signed electronically, and that said electronic signature will be equally binding and have the same effect as if the Agreement had been signed by hand.

**FOR CUSTOMER:**

Legal Name of Business		<input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership
Registered Business Name ( <i>Operating Name under the Business Names Act</i> )		
Street Address		
City/Municipality	Postal Code	
Mailing Address	<input type="checkbox"/> Same as above	
City/Municipality	Postal Code	
Telephone Number	Fax Number	
Email Address		

\_\_\_\_\_  
Name of Person Electronically Signing this Agreement

\_\_\_\_\_  
Title

**The person named above must have the authority to bind Customer**

Electronic Signature - Customer:

- ☐ By clicking on this box, I confirm that I have the authority to bind Customer.
- ☐ By clicking on this box, I confirm that I have read this Agreement, understand and accept its terms and conditions and that I am signing the Agreement on behalf of Customer.

**FOR PARSONS CANADA LTD:**

By: \_\_\_\_\_

Name: Mike Butler  
Authorized Representative

## **APPENDIX A**

### **Equipment Configurations and Pricing**

Below are details of the equipment included in each modernized Drive Clean program Ontario Test Unit (OTU) equipment configuration. These configurations represent all the configurations available for use in the modernized Drive Clean program. The summary table at the end of Appendix A provides pricing details for each equipment configuration available. Additional details are included in the body of this Equipment Purchase and Maintenance Agreement.

#### **Configuration 1: Base OTU**

Description and Purchase Price	Cart Features	Inspection Hardware
The Light Duty vehicle OTU (Base OTU) is included in most of the equipment packages in the OTU family. A base model cart is included to house the various components. The Base OTU will perform OBD tests and Diesel Visual inspections.	<ol style="list-style-type: none"> <li>1. Fused power supply</li> <li>2. Power strip</li> <li>3. Casters</li> <li>4. Monitor mount</li> <li>5. Hooks</li> </ol>	<ol style="list-style-type: none"> <li>1. Computer</li> <li>2. Monitor</li> <li>3. Printer</li> <li>4. Scanner</li> <li>5. Barcode Scanner</li> <li>6. Webcam</li> <li>7. Signature Pad</li> <li>8. Digital Camera</li> <li>9. OBD-II Interfaces</li> <li>10. OBD-II Self tester</li> <li>11. Headset</li> <li>12. Spare Camera battery</li> </ol>
Purchase Price: \$6,757.00, plus applicable taxes		

#### **Configuration 2: Repair Only Unit (ROU)**

Description and Purchase Price	Cart Features	Inspection Hardware
The Repair Only Unit will allow repair data entry and will include most of the same equipment as the BASE OTU, without the digital camera.	<ol style="list-style-type: none"> <li>1. Fused power supply</li> <li>2. Power strip</li> <li>3. Casters</li> <li>4. Monitor mount</li> <li>5. Hooks</li> </ol>	<ol style="list-style-type: none"> <li>1. Computer</li> <li>2. Monitor</li> <li>3. Printer</li> <li>4. Scanner</li> <li>5. Barcode Scanner</li> <li>6. Webcam</li> <li>7. Signature Pad</li> <li>8. OBD-II Interfaces</li> <li>9. OBD-II Self tester</li> <li>10. Headset</li> </ol>
Purchase Price: \$6,095.00, plus applicable taxes		

### Configuration 3: Base OBD + TSI

Description and Purchase Price	Cabinet Features	Inspection Hardware
<p>The Base OTU + Gas Analyzer includes all pieces of the Base OTU with the addition of the Gas Analyzer System (analyzer, probes/hoses) as well as multiple tachometer leads for RPM readings. The cabinet included with this version has additional features than the Base OTU such as intrusion detection and a shelf for calibration bottles. This configuration will allow tailpipe testing via the OTU software using an integrated Gas Analyzer module. The base OTU + Gas Analyzer will perform the following tests; OBD, Two-Speed Idle Test (TSI) and Diesel Visual inspections.</p> <p>Purchase Price: \$13,531.00, plus applicable taxes</p>	<ol style="list-style-type: none"> <li>1. Fused power supply</li> <li>2. Power strip</li> <li>3. Casters</li> <li>4. Monitor mount</li> <li>5. Locking doors</li> <li>6. Intrusion detection</li> <li>7. Hooks</li> <li>8. Gas bottle shelf</li> </ol>	<ol style="list-style-type: none"> <li>1. Computer</li> <li>2. Monitor</li> <li>3. Printer</li> <li>4. Scanner</li> <li>5. Barcode Scanner</li> <li>6. Webcam</li> <li>7. Signature Pad</li> <li>8. Digital Camera</li> <li>9. OBD-II Interfaces</li> <li>10. OBD-II Self tester</li> <li>11. Gas Analysis System</li> <li>12. Battery tachometer</li> <li>13. Clamp tachometer</li> <li>14. Headset</li> <li>15. Spare Camera battery</li> </ol>

### Configuration 4: Base OBD + TSI + Smoke Meter

Description and Purchase Price	Cabinet Features	Inspection Hardware
<p>The Base OTU + Gas Analyzer + Smoke Meter is a variation of the Base OTU. The Base OTU + Gas Analyzer + Smoke Meter include the gas analysis system, DX270 Smoke Meter, and various tachometers. The cabinet included with this version has additional features than the Base OTU such as intrusion detection and a shelf for calibration bottles. This configuration will allow tailpipe and diesel testing via the OTU software using integrated TSI and Diesel Snap modules. The base OTU + Gas Analyzer + Smoke Meter will perform the following tests; OBD, Diesel Snap test (J1667), TSI and Diesel Visual inspections.</p> <p>Purchase Price: Price: \$20,454.00, plus applicable taxes</p>	<ol style="list-style-type: none"> <li>1. Fused power supply</li> <li>2. Power strip</li> <li>3. Casters</li> <li>4. Monitor mount</li> <li>5. Locking doors</li> <li>6. Intrusion detection</li> <li>7. Hooks</li> <li>8. Gas bottle shelf</li> </ol>	<ol style="list-style-type: none"> <li>1. Computer</li> <li>2. Monitor</li> <li>3. Printer</li> <li>4. Scanner</li> <li>5. Barcode Scanner</li> <li>6. Webcam</li> <li>7. Signature Pad</li> <li>8. Digital Camera</li> <li>9. OBD-II Interfaces</li> <li>10. OBD-II Self tester</li> <li>11. Gas Analysis System</li> <li>12. Battery tachometer</li> <li>13. Clamp tachometer</li> <li>14. Diesel smoke meter</li> <li>15. Optical tachometer</li> <li>16. Headset</li> <li>17. OBD 9-pin Adapter Cable</li> <li>18. Spare camera battery</li> </ol>

### Configuration 5: Base OBD + Smoke Meter

Description and Purchase Price	Cabinet Features	Inspection Hardware
<p>The Base OTU + Smoke Meter includes all pieces of the Base OTU with the addition of a DX270 Diesel Smoke Meter and optical tachometer. The cabinet included with this version has additional features than the Base OTU such as intrusion detection and locking doors. This configuration will allow diesel testing via the OTU software using an integrated Diesel Snap module. The base OTU + Smoke Meter will perform the following tests; OBD, Diesel Snap test (J1667) and Diesel Visual inspections.</p> <p>Purchase Price: \$14,919.00, plus applicable taxes</p>	<ol style="list-style-type: none"> <li>1. Fused power supply</li> <li>2. Power strip</li> <li>3. Casters</li> <li>4. Monitor mount</li> <li>5. Locking doors</li> <li>6. Intrusion detection</li> <li>7. Hooks</li> </ol>	<ol style="list-style-type: none"> <li>1. Computer</li> <li>2. Monitor</li> <li>3. Printer</li> <li>4. Scanner</li> <li>5. Barcode Scanner</li> <li>6. Webcam</li> <li>7. Signature Pad</li> <li>8. Digital Camera</li> <li>9. OBD-II Interfaces</li> <li>10. OBD-II Self tester</li> <li>11. Diesel smoke meter</li> <li>12. Optical Tachometer</li> <li>13. Headset</li> <li>14. OBD 9-pin Adapter Cable</li> <li>15. Spare camera battery</li> </ol>

### Configuration 6: HDV Mobile

Description and Purchase Price	Cabinet Features	Inspection Hardware
<p>The Mobile Heavy Duty (MHD) OTU includes all pieces of the Base OTU + Smoke Meter with a cabinet including intrusion detection. This configuration will allow diesel testing via the OTU software using an integrated Diesel Snap module. The MHD will perform the following tests: Diesel Snap test (J1667) and HD OBD Advisory inspections.</p> <p>Purchase Price: Price: \$15,596.00, plus applicable taxes</p>	<ol style="list-style-type: none"> <li>1. Fused power supply</li> <li>2. Power strip</li> <li>3. Monitor mount</li> <li>4. Hooks</li> <li>5. Locking doors</li> <li>Intrusion detection</li> </ol>	<ol style="list-style-type: none"> <li>1. Computer</li> <li>2. Monitor</li> <li>3. Printer</li> <li>4. Barcode Scanner</li> <li>5. Webcam</li> <li>6. Signature Pad</li> <li>7. Digital Camera</li> <li>8. OBD-II Interfaces</li> <li>9. OBD-II Self tester</li> <li>10. Diesel smoke meter</li> <li>11. Optical Tachometer</li> <li>12. Headset</li> <li>13. OBD 9-pin Adapter Cable</li> <li>14. Spare camera battery</li> </ol>

**Summary Table – Configurations, Accreditation Type(s), Purchase Prices and Monthly Maintenance**

The Table below details the type of Ontario Test Unit (OTU) required to enable a DCF to perform the Drive Clean tests they are authorized to perform based on DCF accreditation type. A DCF's initial OTU/ROU order must include an OTU(s)/ROU(s) collectively capable of performing all types of Drive Clean tests Customer's DCF is accredited to perform.

The following table provides pricing details for each equipment configuration available. The Table also includes the monthly maintenance fee for each equipment configuration. Monthly maintenance fees commence effective January 1, 2013 for equipment delivered on or before December 31, 2012, or effective the date of delivery if delivered after December 31, 2012.

***Equipment Configurations and Pricing\****

Accreditation Type(s)	Equipment Required	Purchase Price	Mandatory Monthly Maintenance
Light Duty Vehicle Test & Repair, OBD Only	(1) Base OBD only	\$6,757.00	\$172.00
Light Duty Vehicle Repair Only	(2) Repair Only Unit (ROU)	\$6,095.00	\$170.00
Light Duty Vehicle Test Only, OBD and TSI	(3) Base OBD + TSI	\$13,531.00	\$242.00
Light Duty Vehicle Test Only, OBD and TSI, and Heavy Duty Gas			
Light Duty Vehicle Test & Repair, OBD and TSI			
Light Duty Vehicle Test & Repair, OBD and TSI, Heavy Duty Gas			
Light Duty Vehicle Test Only, OBD and TSI, Heavy Duty Gas, and Heavy Duty Diesel	(4) Base OBD + TSI + Smoke Meter	\$20,454.00	\$322.00
Light Duty Vehicle Test & Repair, OBD and TSI, Heavy Duty Gas and Heavy Duty Diesel			
Light Duty Vehicle Test & Repair, OBD Only, and Heavy Duty Diesel	(5) Base OBD + Smoke Meter	\$14,919.00	\$272.00
Mobile Heavy Duty Diesel	(6) HDV Mobile with Smoke Meter	\$15,596.00	\$350.00

\* Prices exclude HST and all other applicable taxes.

**APPENDIX B**  
**Equipment Configuration Upgrades**

Parsons recognizes that there will be instances where DCFs decide they want to augment the Drive Clean program services they offer by expanding the capability of their OTU. For instance, a DCF who purchased a Base OTU may wish to add Gas Analyzer capability to their equipment configuration. The following table provides the cost to upgrade various OTU configurations, along with the revised monthly Maintenance/Repair Service Fees.

Pricing for equipment configuration upgrades is presented in the Table below\*.

Current Configuration	Upgrade	Upgrade Price	Revised Monthly M/R Service Fee
Base OBD	Gas Analyzer	\$7,600.00	\$242.00
Base OBD	DX270 Smoke Meter	\$9,927.00	\$272.00
Base OBD + Gas Analyzer	DX270 Smoke Meter	\$8,221.00	\$322.00
Base OBD	Gas Analyzer plus Smoke Meter	\$15,671.00	\$322.00
ROU	OBD	\$1,989.00	\$172.00
ROU	OBD plus Gas Analyzer	\$7,600.00	\$242.00
ROU	OBD plus Gas Analyzer plus Smoke Meter	\$15,671.00	\$322.00
ROU	OBD plus Smoke Meter	\$9,927.00	\$272.00
Base OBD + Smoke Meter	Gas Analyzer	\$6,164.00	\$322.00

\* Prices exclude HST and all other applicable taxes.

**APPENDIX C**  
**Equipment Components, Parts and Consumables Price List**

The table below sets out the pricing for Equipment Components, Parts and Consumables, in the event Parsons invoices Customer in accordance with Article 3.4 or 3.5 of this Agreement.

Part #	Part Description	Price	Part #	Part Description	Price
	Cabinet	\$1,966.71	410-0633	12V RPM internal cable	\$32.21
	Cart	\$1,152.90	410-0805	Regulator	\$299.89
410-0632	Power strip assembly	\$49.88	414-0319	SAE J1667 smoke meter - DX270	\$7,685.00
710-0463	Power switch (cabinet)	\$43.13	410-0776	Optical PRM pickup (with temperature)	\$1,292.06
410-0165	10' power cord (external)	\$19.88	410-0798	barcode scanner cable	\$37.04
710-0422	Little fan guard	\$1.33	410-0725	Filter bowl housing (small)	\$78.88
710-0356	Little fan	\$6.51	410-0775	Keyboard	\$36.53
710-0390	Big fan guard	\$1.43	410-0774	Mouse	\$28.50
710-0465	Big fan	\$17.63	410-0777	Temperature probe cable	\$134.05
414-0320	PC with image	\$1,443.16	410-0702	Power strip/surge protector assembly	\$109.65
414-0321	LCD monitor	\$344.51	411-0012	Power strip/surge protector	\$99.71
410-0799	Wireless (Bluetooth) headset/microphone	\$184.46	413-0026	Cable, OBD Comm, OBD box to panel, 6"	\$78.94
411-0308	Mono printer	\$488.00	413-0027	Cable, T22 Power, OBD box to panel, 6"	\$46.85
410-0625	Mono cable	\$25.77	413-0029	Cable, Diesel Tach power, ACM Enc to Diesel Enc, 10"	\$40.10
415-0001	Webcam	\$126.14	413-0032	Cable, Diesel Tach Comm, Diesel Enc to Panel, 18"	\$56.77
415-0004	Digital camera	\$640.00	413-0030	Cable, Gas Tach Ind Comm, Gas Tach Enc to ACM Enc, "18"	\$59.68
410-0826	Barcode scanner wired (1D)	\$341.00	413-0033	Cable, Gas Tach Batt Comm, Gas Tach Enc to Panel, 14"	\$58.47
415-0003	Electronic signature pad	\$499.14	413-0031	Cable, ACM Ind Comm, ACM Enc to Panel, 24"	\$55.54
410-0427	OBD Protocol Self-tester	\$292.97	413-0028	Cable, Fan Power, ACM Enc to Fan, 6"	\$30.41
410-0435	DLC 4' cable (internal OBD to db9)	\$30.52	413-0034	Cable, Internal, T22 Power, Fan Power, Plug/Fan to Panel	\$31.41
410-0643	OBD ribbon cable (panel to board)	\$8.68	413-0041	Cable, Internal, DB25 Interface	\$194.38
213-2105	Vehicle board	\$126.95	413-0043	Enclosure, OBD Enclosure	\$591.75
413-0013	ACM power supply	\$33.91	413-0046	Enclosure, Gas Tach Enclosure	\$946.96
810-0333	Tamper switch	\$7.40	413-0051	Enclosure, Diesel Tach Enclosure	\$568.85
216-2002	ACM (motherboard)	\$88.16	413-0055	Enclosure, ACM Enclosure	\$820.43
216-2031	Tamper board	\$87.35	410-0802	Cable, DB9, 1', M-F, RS-232	\$5.15
216-2011	Serial board	\$110.00	410-0803	Cable, DB25, 3', M-M	\$7.81
213-2120	Power board (inductive RPM gc)	\$126.07	810-0315	Manifold, O2 Sensor, M16x1 thread	\$4.28
410-0269	3-Gas NDIR Analyzer	\$1,464.18	410-0291	Cable, O2 Sensor to gas bench	\$20.44
410-0811	Gas pump	\$727.34	710-0469	Cable, Network, CAT5e, 6', Panel mount	\$22.65
410-0260	Pump diaphragm	\$113.66	410-0275	Cable, DB9, 1', Null, F-F	\$5.21

Part #	Part Description	Price	Part #	Part Description	Price
410-0827	2-way solenoid	\$116.89	810-0363	Hook, Pegboard, Scanner, Cabinet	\$3.26
410-0628	3-way solenoid	\$150.89	415-0007	Cable, USB Extension, Active, A-M to A F, 5m	\$50.73
810-0677	Filter bowl bracket	\$60.09	415-0005	Scanner, Flatbed, Canon	\$159.58
410-0614	Filter bowl housing	\$152.18	710-0359	Cable, USB Panel Mount, 3'	\$12.31
410-0652	Internal inductive RPM cable	\$4.26	410-0616	Mono toner (yields approx 7,000 copies)	\$160.00
210-0024	Inductive RPM board	\$149.50	410-0845	Smoke Meter Vertical Probe	\$319.16
410-0649	Inductive RPM internal (panel to board)	\$6.99	410-0846	Smoke Meter Horizontal Probe	\$558.39
210-0023	12V RPM board	\$770.41	410-0847	15m Smoke Meter Cable	\$242.08
710-0464	10A fuse installed in power switch	\$2.68	410-0647	12V RPM cigarette power cable	\$14.92
810-0673	Cabinet filter	\$7.32	410-0162	Probe tip and cap	\$36.24
410-0189	O2 sensor	\$122.07	410-0381	Probe handle	\$37.84
410-0615	Water trap filter (Small)	\$12.55	410-0379	25'hose assembly	\$104.03
410-0808	Water trap filter (Large)	\$9.71	410-0371	8' hose assembly	\$35.54
790-0002	Battery (tamper board)	\$1.70		Calibration Gas (High)	\$62.92
410-0433	OBDII cable	\$122.07		Calibration Gas (Low)	\$62.92
410-0613	Inductive RPM tach cable	\$105.80		Zero Air	\$47.10
410-0641	12V RPM battery clip cable	\$19.64			

*Note: Prices above do not include applicable shipping charges  
Prices exclude HST and all other applicable taxes.*

**APPENDIX D**  
**Equipment Inspection/Restoration Fee and Other Fees**

In the event Parsons provides Customer with Equipment Inspection/Restoration services as described in Articles 3.10 or 3.16 of this Agreement or provides other services to Customer outside of the scope of this Agreement, Parsons shall invoice Customer the following fees (as applicable):

<b>Light Duty Vehicle (LDV) Program Area</b>
--

- |  |           |
|--|-----------|
| 1. Base Equipment Inspection/ Restoration Fee (if applicable)*             | \$ 125.00 |
| 2. Labour Charge at \$120/hour, actual time rounded up to nearest ½ hour** | TBD       |
| 3. Equipment, Component(s) and/or parts; prices as set out in Appendix C** | TBD       |

<b>Heavy Duty Vehicle (HDV) Program Area</b>
--

- |   |           |
|---|-----------|
| 1. Base Equipment Inspection/ Restoration Fee (if applicable)*  | \$ 125.00 |
| 2. Additional Mileage Fee***<br>(\$0.50/km for travel in excess of 250 kilometers round trip from<br>2751 John Street, Markham, Ontario to Customer's location) | TBD       |
| 3. Labour Charge at \$120/hour, actual time rounded up to nearest ½ hour**  | TBD       |
| 4. Equipment, Component(s) and/or parts; prices as set out in Appendix C**  | TBD       |

*Note: Prices exclude HST and all other applicable taxes.*

*\* If an Equipment Inspection/Restoration visit is combined with an Accreditation Audit, there will be no Base Equipment Inspection/ Restoration Fee payable.*

*\*\* Labour and equipment, Components and parts charges are dependent on the condition of the Equipment and cannot be determined in advance.*

*\*\*\* Parsons will advise Customer of the amount of any Additional Mileage Fee prior to providing the services.*