

Missouri Vehicle Inspection Station Equipment Purchase and Service Agreement

This equipment purchase and service agreement (hereafter “Agreement”) is between SysTech International, LLC, 6681 Cottonwood Street, Murray, UT 84107 (hereafter “SysTech”) and _____, located in _____, _____ (hereafter “Station”). Station confirms to be a licensed Safety Inspection Station in the State of Missouri. The Agreement shall have an Effective Date as defined under Section 8 and shall continue for an initial term until August 31, 2011, except as otherwise provided herein. Thereafter, this Agreement may be extended by 12- or 24-month intervals equivalent to any additional extensions granted by the State of Missouri to SysTech for the Gateway Vehicle Inspection Program. This Agreement may be amended from time to time by SysTech to ensure compliance with Missouri I/M Program rules, regulations and guidelines. Station agrees to comply with all licensing requirements for a Missouri Safety and Emission Inspection Station. Station further agrees to comply with SysTech’s payment terms. Any past due invoices will result in the Station being locked out from any further official testing.

1. Pricing: Prices and payment terms for the Missouri Decentralized Analyzer System MDAS Analyzer (hereafter “Equipment”) purchase and warranty services are specified in Appendix A.

2. Services: SysTech will provide warranty services for the covered Equipment for the term of this Agreement. Service will be provided as follows:

2.1 Equipment Installation: SysTech will install the Equipment in Stations that have signed this Agreement, paid all amounts due in full and that employ an Inspector who has successfully participated in SysTech’s Inspector training program. Should the Station not be ready at the time of SysTech’s Equipment installation visit due to its own fault (e.g. missing Internet services) SysTech will charge a fee of \$220.00 for each repeat visit.

2.1 Unlimited Help Desk Support: Monday – Friday @ 8 am-5 pm CT a staffed help desk can be reached for direct support under 1-866-OBD-TEST. Outside of business hours, an automated Telephone Hot Line is available under the same number.

2.2 Parts Replacement and on-site Service: Upon receiving a service call, the SysTech help desk will determine the nature of the problem and, at its own discretion, choose the appropriate support, which will be one of the following: (i) phone support, which is available immediately upon logging the service call, (ii) send replacement part, which will typically be dispatched on the same day, or (iii) on-site visit by SysTech Field Service Representative. This Agreement does NOT cover replacement of consumables, nor does it cover damage to the Equipment or any other item due to customer abuse. All replacement parts and consumables **must** be purchased from SysTech. Excluded from the parts warranty are the following consumables:

Printer Toner/Cartridge	Paper	Printer Thermal Paper
Phone Modem Cord	External Cables	Keyboard Cover

3. SysTech’s limitation of service requirement: SysTech will have no obligation to provide services under this Agreement if the request for service arises as a result of:

- (a) Deterioration due to adverse environmental conditions arising during use or storage of Equipment;
- (b) Any system malfunctions due to incapacity or inadequate quality of the electrical power source, except if provided power surge protection for the Equipment are installed

in the Station;

- (c) Use of any spare parts or consumables not authorized, in writing, in advance, by SysTech or not provided by SysTech;
- (d) Any software or hardware installed or connected with the Equipment that is not authorized in writing in advance by SysTech
- (e) Fault or neglect by the Equipment user, i.e. Station owner, his employees, invitees, customers, or representative(s) (i.e. Customer Abuse);
- (f) Any unauthorized repair, modification, or change to the Equipment not performed by SysTech;
- (g) Any unauthorized Internet or networking use of the Equipment unless authorized, in advance, in writing, by SysTech;
- (h) Any non-compliance by the Station with this Agreement;
- (i) Any accident, catastrophic events or force majeure;
- (j) Any use of special attachments or other options with the Equipment not provided by, or consented to, in writing by SysTech;
- (k) Improper use or misuse of the Equipment, not in conformance with the MDAS User Manual supplied by SysTech or any subsequent instructions promulgated by SysTech.

Any of the above will void all warranty. The cost to repair or replace parts, including labor costs that are incurred to restore the Equipment to good working order due to such unauthorized installations or use shall be at the sole expense of Station. Services resulting from any of the above that are deemed necessary by SysTech are outside of the provided warranty and shall be billed at a labor rate of \$110 per hour adjusted upward at a compounded rate of 3% per year. Parts prices shall be based on SysTech's most recent Equipment Spares Price List.

3.1 Used Equipment: Should the Station desire to have a Missouri certified used Equipment accepted into the Missouri program SysTech will charge a fee of \$495.00 for equipment verification, installation and re-initialization.

4. Station Responsibilities: Station shall:

- (a) Provide safety inspection station license.
- (b) Provide Internet service as listed under section 8.
- (b) Permit SysTech's service personnel to have full and free access to the Equipment in order to provide the services described in this Agreement;
- (c) Provide adequate working space and all heat, light, ventilation, electric current and other facilities reasonably required by SysTech's service personnel to complete its obligations hereunder;
- (d) Provide electrical power, which is free from electrical noise and sufficient to meet the requirements of the Equipment;
- (e) Station shall notify SysTech in writing, at least ten (10) days in advance, of any proposed change in location of the Equipment covered in this Agreement.

5. Termination by Station: Termination by Station is permitted if Station chooses to discontinue participation as a certified emission inspection station in the Missouri I/M Program by giving 30 days prior written notice to SysTech.

6. Termination by Default: Any default of this Agreement by Station will result in immediate suspension of services under this Agreement and lockout of Equipment, preventing Station

from performing any further testing under the Gateway Vehicle Inspection Program. Failure to make payment within terms listed in Attachment A constitutes default under this Agreement. Failure to make payment on time will result in immediate suspension of services under this Agreement. Suspension of such services is not in lieu of any other remedies SysTech may have against Station.

7. Limitation of Liability: The liability of SysTech hereunder shall be limited to restoring the Equipment to good working order provided, however, that SysTech shall not be liable for failure to restore the Equipment to good working order when such failure is due to causes beyond its reasonable control, including, but not limited to inability to obtain necessary labor or materials or spare parts, negligent or intentional acts of the Station, acts of God, strikes, floods, riots, delays in transportation or other inability, due to causes beyond the reasonable control of SysTech to obtain necessary labor or materials or spare parts. The price allocated in this Agreement for any parts or service, alleged to be the cause of any loss or damage to Station, shall be the maximum limit of SysTech's liability, whether founded in contract or tort (including negligence) arising out of, or resulting from (i) this Agreement, or the performance, or breach thereof, (ii) the design, manufacture, delivery, sale, repair, replacement, or (iii) the use of any Equipment for the furnishing of such service.

8. General: No modification of this Agreement shall be binding unless it is in writing and signed by both parties. This Agreement is a complete and exclusive statement of all terms and conditions between the parties concerning equipment maintenance to be furnished by SysTech to the Station and it supersedes and replaces any previous agreement concerning equipment maintenance between SysTech and the Station. This Agreement is not transferable or assignable by Station under any circumstances.

The Agreement Effective Date is: _____

Signature: _____ Title: _____

Name: _____ Date: _____

Type of Internet Service provided at installation: _____

SysTech International, LLC

Signature: _____ Title: _____

Name: _____ Date: _____

Attachment A
Payment Schedule and Options

1. VID Service Fee: **\$3.45 per test**
2. Equipment Pricing. Please check your choice on the following list:

<input type="checkbox"/>	MDAS Missouri Analyzer	\$2,495.00
Options:		
<input type="checkbox"/>	Upgrade Cabinet – Professional (limited availability)	\$495.00
<input type="checkbox"/>	Wireless 2-D Bar Code Scanner	\$895.00
<input type="checkbox"/>	Wireless OBD Scan Tool	\$695.00
<input type="checkbox"/>	WI-FI Interface for existing wireless station network	\$250.00
<input type="checkbox"/>	Laser Printer – Professional	\$225.00
<input type="checkbox"/>	19” Display	\$275.00

3. Payment Option:

- Payment Option 1: Upfront payment due June 29, 2007 for the total amount due.
- Payment Option 2: \$500 down payment due June 29, 2007. Balance due upon Equipment delivery.

Please check one of the above methods of payment for VID Service Fee and Equipment cost. Invoicing will occur on the last day of each month. All payments are due on a **Net 10** basis. ACH payments will be processed on the 20th day of each month.

4. Methods of Payment:

1. ACH (Complete form below and enclose in envelope for mailing or fax.)
2. Check (Enclose check for down payment in envelope for mailing.)
3. Visa
4. Master Card

Card Number: _____

Exp. Date: _____

