

Exhibit G
Form of Test Center Participation Agreement
Connecticut Vehicle Inspection Program (CTVIP)

Test Center Participation Agreement

This Test Center Participation Agreement (“Agreement”) is executed between Opus Inspection, Inc., whose address is 7 Kripes Rd. East Granby, CT 06026 (“Opus”), and:

Company Name: [_____] (the “Test Center”)

Company Address: [_____]

Opus manages the Connecticut Vehicle Inspection Program under an agreement with the Department of Motor Vehicles (“DMV”) dated January [__], 2021 (“Program Agreement”). By executing this Agreement, Test Center confirms to Opus and DMV that it will operate as a vehicle inspection center under the terms and conditions as set forth below.

TERM: This Agreement has an initial term beginning with the Program Start Date (as defined below) and continuing until November 26, 2027, unless extended or terminated sooner (the “Term”). If the duration of the Opus’ CTVIP Program Agreement is extended or amended, the term of this Agreement may be (but need not be) extended or amended by Opus, in its sole discretion, in such increments and intervals as may be necessary for continued operation of the program upon written notification from Opus to Test Center.

AMENDMENT/COMPLIANCE. This Agreement may be amended from time to time by Opus to ensure compliance and/or consistency with applicable federal and Connecticut law, the CTVIP Program Agreement and any rules, regulations and guidelines related to such program or otherwise adopted by the Connecticut DMV (“Program Requirements”).

EXISTING INSPECTION CENTERS: Subject to the Program Requirements and compliance with the terms of this Agreement, Opus will provide existing inspection centers with a CDAS analyzer system and software at no charge to the business. Opus will provide maintenance, software changes and updates, and support service as are required in the Program Agreement. CDAS analyzer system shall consist of the components listed in Attachment B (CDAS analyzer system and software for Public Test Centers (2020)).

NEW INSPECTION CENTERS: Subject to the Program Requirements and compliance with the terms of this Agreement, Opus will provide new inspection centers with a CDAS analyzer system and software at the cost of \$[_____]. Opus will provide maintenance, software changes and updates, and support service as are required in the Program Agreement. The CDAS analyzer system and software shall consist of the components listed in Attachment B (CDAS analyzer system and software for Public Test Centers (2020)).

PROGRAM FEES: The Test Center shall charge motorists the prescribed test fee for each inspection as provided by DMV regulations. For each test performed and charged, the center will keep a portion for their services and remit a portion to Opus and the DMV. The chargeable test fees allowed for each type of inspection and re-inspection are specified in Attachment A.

OPUS SERVICES: During the term of this Agreement, Opus will provide support services to the Test Center consisting of the following:

1. Equipment: Inspection Centers will be provided a CDAS analyzer system and software, but Opus will retain ownership of the system and software for the duration of the program.
2. Maintenance and Repair: Opus will provide all necessary service and repairs on the Equipment subject to the Limitation of Services Requirements described in paragraph 5 of this Agreement.

Help Desk and Hotline: Opus will provide a staffed help desk for direct support assistance at [1-866-___- ____], Monday through Friday between 8:00 AM and 6:00 PM and Saturday between 8:00 AM and 2:00 PM. Outside of operating business hours, Opus will provide an automated telephone hotline at the same number.

3. Parts Replacement, Consumables and on-site Service: Upon receiving a service call, the Opus Help Desk will determine the nature of the problem and, at its own discretion, choose the appropriate support response from one of the following: (i) phone support, available immediately upon logging the service call, (ii) arrangement for a replacement part, which will typically be dispatched on the same day, or (iii) an on-site visit by an Opus Field Service Representative. Upon receiving and logging the service call, Opus's Help Desk will promptly notify an assigned technician. Services covered by this agreement do not include (i) replacement of consumables, (ii) damages to workstations or other items due to customer abuse, misuse or neglect, or (iii) equipment or items not sourced from Opus. All consumables, with the exception of plain printer paper, are required to be purchased from Opus as a term of this agreement.
4. Opus's Limitation of Service Requirement: Opus will have no obligation to provide "No Cost" services under this Agreement if the condition, repair, or service request arises from:
 - a. Deterioration due to adverse environmental conditions from the use or storage of the CDAS analyzer system;
 - b. Any system malfunctions due to incapacity or inadequate quality of the electrical power source, except if adequate power surge protection and transformers for the CDAS analyzer system are installed in the Test Center;
 - c. Use of any spare parts, consumables, or other components that are not provided by Opus or are not covered by an advance, written authorization from Opus;
 - d. Fault or neglect by the CDAS analyzer system user; that is, the Test Center, its employees, agents, invitees, customers, or representatives (customer abuse, misuse or neglect);
 - e. Any unauthorized repair, modification, or change to the CDAS analyzer system performed by any party other than Opus;

- f. Any unauthorized Internet or networking use of the CDAS analyzer system without the advance, written authorization from Opus;
- g. Any breach or non-compliance with this agreement by the Test Center;
- h. Any accident, catastrophic events, or force majeure;
- i. Any use of special attachments, components, materials or other options with the CDAS analyzer system not provided by, or consented to, in writing by Opus;
- j. Improper use or misuse of the CDAS analyzer system, not in conformance with the Workstation 2018 User Manual supplied by Opus or any subsequent written instructions supplied by Opus (collectively, the "Misuse Conditions"). Services that are deemed necessary by Opus to repair an analyzer system malfunction or other equipment problems arising from a Misuse Condition shall be billed to the Test Center at a reasonable retail parts charge, plus a labor rate of \$125 per hour. Parts prices shall be based on Opus's most recent Consumables/Spare Parts Price List which is attached hereto as [Attachment E].

UNAUTHORIZED HARDWARE AND SOFTWARE: All software for the CDAS analyzer system will be provided and maintained by Opus. No software or hardware may be installed, interfaced, or otherwise connected with the CDAS analyzer system without advance, written approval or authorization from Opus. Installation of non-Opus hardware or software is a violation of the terms of this Agreement which may result in the removal of the CDAS analyzer system from the Test Center and/or the voiding of Opus Services and other warranties.

TEST CENTER RESPONSIBILITIES: Test Center shall abide by all program rules and regulations at all times. Participation in the program also requires centers to:

1. Provide one dedicated bay for testing of vehicles.
2. Provide a designated customer waiting area, separate from the test bay, for motorists to wait for their vehicle while it is being inspected, including heat, cooling, lighting, seating, restrooms, TV monitor to view testing of their vehicle, and other conveniences as may be required. The waiting area shall include CO monitors with audible alarms. The CO monitors must be fully functional at all times.
3. Provide emissions testing Monday – Friday 8:00 a.m. to 5:00 p.m. and Saturdays 8:00 a.m. to 1:00 p.m.
4. Employ at least two (2) Certified Test Inspectors.
5. Employ sufficient inspection staff to cover Test Center operating hours.
6. Display Customer Bill of Rights and provide program information.

7. Make best efforts to keep wait times for motorists to obtain a test below 20 minutes.
8. Make available high-speed internet access and a connection for use by the CDAS analyzer system to conduct CT vehicle inspections.
9. Provide space for calibration gas and source of compressed air for tire inflation.
10. Permit Opus's service personnel to have full and free access to the CDAS analyzer system in order to provide the Services described in this Agreement;
11. Provide adequate working space and all heat, light, ventilation, electric current and other facilities reasonably required by Opus's service personnel to complete its obligations hereunder;
12. Provide electrical power, which is free from electrical noise and is sufficient to meet the Program Requirements and the requirements of the CDAS analyzer system;
13. Not move CDAS analyzer system without advance written permission by Opus, which will not be unreasonably withheld.

In case of any violation or non-conformance by Test Center of its obligations under this agreement including those set forth above or any violation or non-conformance with any Program Requirements, Opus reserves the right to terminate this agreement and remove the CDAS analyzer system and any related items from Test Center.

TRAINING: Opus will provide initial training for Certified Test Inspectors (CTIs) currently registered in the program when we install the CDAS system. Opus will charge a training fee of \$50.00 per person for each new CTI added to the center after the initial training period.

WARRANTIES AND LIMITATIONS: Opus warrants that the services provided by Opus will be performed in a good and workmanlike manner. Test Center's sole remedy under this limited warranty is to have Opus correct any defective services, provided, however, such limited warranty only applies after Test Center has given timely written notice to Opus of the allegedly defective services, which shall be provided by the Test Center within 30 days of the date when such services were provided. Failure of the Test Center to provide timely written notice of an alleged defect within the 30-day period shall render Opus' warranty obligations null, void and of no further effect. UNDER NO CIRCUMSTANCES SHALL OPUS BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES RELATING IN ANY WAY TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER. THE FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE RELIEF AND REMEDY OF CENTER UNDER THIS AGREEMENT AND IS GIVEN EXPRESSLY IN LIEU OF (I) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND (II) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT WHETHER OR NOT ARISING FROM OPUS'S NEGLIGENCE ACTUAL OR IMPLIED. THE REMEDIES OF THE CENTER ARE LIMITED TO THOSE PROVIDED UNDER THIS AGREEMENT TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

TERMINATION BY CENTER: Termination by Test Center is only permitted if center chooses to permanently discontinue participation as a Test Center in the CTVIP program and only by giving at least 30 days' prior written notice to Opus.

TERMINATION OF CTVIP: If the CTVIP program in Connecticut shall be suspended indefinitely or terminated this agreement becomes null and void. Any termination by the State shall not relieve the Test Center of any obligation to keep and maintain the equipment for the benefit of Opus and the State as their interests may require.

TERMINATION BY DEFAULT: Failure to collect fees or make payment within terms listed in Attachment A constitutes default under this Agreement. This may result in immediate suspension of Services under this Agreement and removal of inspection equipment. Suspension of such Services is not in lieu of any other remedies Opus may have against Center. Upon such termination, the Center agrees to surrender the Equipment to Opus and for its lender as its interest may appear.

LIMITATION OF LIABILITY: The liability of Opus hereunder shall be limited to restoring the Equipment to good working order; provided, however, that Opus 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 Center, acts of God, strikes, floods, riots, delays in transportation or other inability, due to causes beyond the reasonable control of Opus 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 Center, shall be the maximum limit of liability of Opus, 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.

TITLE TO EQUIPMENT AND SOFTWARE: Title to the CDAS analyzer system and its software as set forth in Attachment "B" shall rest with Opus Inspection. Test Centers in good standing may obtain the use of the CDAS analyzer system and software by payment of the user fees, purchase of Test Authorizations and strict adherence to the policies, rules, procedures and regulations of the CTVIP including the Program Requirements.

MODIFICATIONS: 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 Opus to the Test Center and it supersedes and replaces any previous agreement concerning equipment maintenance between Opus and the Test Center. This Agreement is not transferable or assignable by Test Center under any circumstances.

INDEPENDENT CONTRACTOR. Test Center shall at all times act as and be considered an independent contractor hereunder. Nothing herein contained shall create any employment, agency, partnership, distributorship, joint venture or any other business relationship between Test Center and Opus, other than that of an independent contractor. Test Center shall have no authority to obligate or bind Opus with respect to any matter, or make any contract, sale, agreement, warranty or representation, express or implied, on any of their respective behalf.

INSURANCE: Test Center, at its sole expense, shall procure and maintain in effect at all times during the Term the following insurance coverages with limits not less than those set forth below with insurers and under forms of policies approved by the Connecticut State Insurance Commissioner to do business

in Connecticut. All coverages shall be primary and noncontributory and shall be in at least the following minimum coverage amounts and limits:

- a) Workers' Compensation: Connecticut Statutory Requirements.
- b) Employer's Liability:
 - Minimum limits of \$100,000 for each accident, \$500,000 for disease
 - Policy limit, \$100,000 each employee.
- c) Automobile Liability Insurance:
 - \$1,000,000 combined single limit per accident for bodily injury or property damage. Coverage extends to owned, hired and non-owned automobiles in the course of work under this Agreement.
- d) General Liability: \$1,000,000 per occurrence
- e) Property:
 - \$34,500 minimum for replacement value for Full-Service Workstation, \$32,800 for OBD Plus Workstation

Test Center shall notify both Opus and the DMV Dealers/ Repairer Unit immediately if the Test Center insurance described above is modified or is no longer in effect. Upon request by Opus, Test Center shall provide such proof of coverage as Opus may request at any time, including but not limited to certificates of insurance and copies of policies.

The Program Start Date ("Program Start Date") is November 27, 2021.

This Agreement is entered into and made effective ("Effective Date") as of _____.

Test Center Name: _____ Center #: _____
(Please Print)

Center Owner/Manager Name: _____
(Please Print)

Owner/Manager Signature: _____

Email: _____

Phone: _____

Fax: _____

Address: _____

City/Town: _____

State: _____

ZIP: _____

OPUS INSPECTION, INC.

By: _____

Name/Title: _____

Date: _____

Attachment A

Test Fees to be Collected as Authorized by DMV

1. Per test fees charged to motorists:

Initial OBD Inspection	\$__.
Late Fee	\$__.
First retest after initial fail	FREE
Subsequent retests	\$__.
VIN Verification	\$__.

2. Test authorizations (per inspection fee to Opus): \$__.

Test Center must purchase test authorizations in batches of 50 or 100 in advance of testing and shall pay the above per test fee per each test authorization. Payments for test authorizations shall be accepted in the form of Automated Clearing House (hereafter “ACH”) transfers. Opus will process payments upon receipt. Opus will make every effort to process payments as soon as practicable in order to attempt avoiding Test Center downtime.

3. CDAS Analyzer System and Software (New Test Centers Only): \$ _____

Test Center must make payment of \$ _____ to Opus in form of Credit Card or ACH transfers prior to delivery of equipment.

Attachment B

CDAS analyzer system and software for public test centers (2020)

CDAS System
Gen III Tamper Cabinet Top Assembly Includes the following major Hardware <ul style="list-style-type: none"> ● Latest CA/GA Tamper hardware P/N: 01-16050001) ● DELL 3070MT PC, 2.7 GHz ● 19" LCD Widescreen Monitor E1916H ● HP 404 Printer ● TSI Sample System with Crestline Rev 9 Bench ● 2D Bar Code Scanner Xenon 1900 Wired I/F ● MS Lifecam USB HD Camera USB I/F ● Finger print scanner U are U 4500, USB I/F
OBD Module Wired Kit, Drew Tech OBD, DAD4
Wired Gas Cap Tester Waekon Pass/Fail Wand
Bay Camera Amcrest IP8M 8MP Ultra HD, POE Network Camera, Wall mount, Outdoor/Indoor Bullet Camera, Color Black or Reolink RLC-511, 5MP, POE Network Camera, Wall mount, Outdoor/Indoor Bullet Camera, Color White
External Hard Drive, 1TB, USB I/F
Smoke Meter, Portable for Diesel SAE J1667 compliant (Full Service Stations Only)
Digital Camera, Water, Shock, Dust Protected, ruggedized
Monitor, 24" LCD, for Customer Waiting area
CDAS analyzer system software (includes VIN Verification)

Attachment C

CDAS analyzer system and software for fleet test Centers (2020)

OBD Only Test Equipment

CDAS Fleet System
DriveClean tablet Integrated bar code scanner Integrated camera Integrated Drew DAD4
Printer, Laser, with built-in WIFI
Bay Camera Amcrest IP8M 8MP Ultra HD, POE Network Camera, Wall mount, Outdoor/Indoor Bullet Camera, Color Black or Reolink RLC-511, 5MP, POE Network Camera, Wall mount, Outdoor/Indoor Bullet Camera, Color White
CDAS analyzer system software includes VIN Verification

Attachment D

VIN Verification Only Stations system and software (2020)

VIN Verification Only

DriveClean tablet (VIN Verification Only Stations)

Integrated bar code scanner

Integrated camera

I n t e g r a t e d D r e w D A D 4

Printer,	Laser,	with	built-in	WIFI
VIN Verification Only Software				



Attachment E
Consumables/Spare Parts

<i>Component</i>	<i>Price</i>
<ul style="list-style-type: none"> • Printer Toner/Drum Cartridge • Paper • Network Cable • Zero Air • Calibration Gas • Sample Hose Assembly <ul style="list-style-type: none"> • Flexible Probe Tip • Probe Handle • Short Hose • Long Hose • Y Fitting • Male Quick Connect • Female Quick Connect • Sample Filters • Cables • Remote Control Batteries 	TBD