

Oregon's DEQ Too™ Program Terms and Conditions for: Shared Telematics Device Provider

(Version 1/24/2017)

This is an agreement ("Agreement") between my company and the State of Oregon acting by and through the Oregon Department of Environmental Quality (DEQ) setting forth the obligations of the parties for the participation of my company as a provider of a shared telematics device in Oregon's DEQ Too™ Program.

BACKGROUND SECTION

DEQ Develops and Implements Oregon's Air Pollution Control Reduction Strategies

With the oversight of the Federal Environmental Protection Agency (EPA), the Oregon Legislature and the Environmental Quality Commission (EQC), Oregon's air pollution control strategies are established and implemented by the DEQ. Such strategies include, but are not limited to, permitting, inspections, enforcement, area-specific planning and strategy development, monitoring and measuring, voluntary, financial assistance and incentive programs. DEQ's Vehicle Inspection Program (VIP) is an air pollution reduction strategy involving the periodic inspection of vehicles which is enforced by denying registration until a vehicle passes the inspection.

Program Effectiveness

The Oregon Legislature has determined that, in the best interest of the state of Oregon, vehicles are to be required to have their emissions tested within certain time periods, certain geographic areas and certain model year ranges. The effectiveness of Oregon's VIP program is periodically evaluated and the program is considered one of the most effective vehicle emissions testing programs in the country. A great example of Oregon's approach is that the State does not allow a repair waiver. In the vast majority of states, if a vehicle fails an emissions test, the vehicle owner needs only to produce a receipt that a certain amount of money was spent (some are as low as \$150) on repairs and then it can receive registration renewal. This exemption, referred to as a "repair waiver", means that excessively polluting vehicles are allowed to continue operating in these other states after failing the emissions test and receiving just a partial repair. Oregon does not have a repair waiver program, so vehicles that fail DEQ's test must be fully repaired and are not allowed to continue causing excessive air pollution. DEQ does have a financial assistance program to help motorists who cannot afford to fix their vehicle. As a result of VIP's effectiveness, the Portland and Medford areas have not exceeded the federal standards for ozone or carbon monoxide (CO) in several years. In addition to the VIP program continuing to help reduce ozone and CO concentrations - even as Oregon's population increases - the program also helps to reduce fine particulate, greenhouse gases, and air toxics.

Program Efficiency

Besides its effectiveness, the efficiency of Oregon's VIP program is also regularly evaluated. From self-service kiosks and testing vehicles on an auto dealer's lot, to issuing registration stickers for a unique DEQ/DMV one-stop-shopping experience - Oregon's VIP is considered one of the most innovative, convenient and efficient vehicle emissions testing programs in the country. With DEQ Too, Oregon is now taking efficiency to a whole new level by adding to VIP's range of convenient testing options from which motorists can choose.

The DEQ Too Test Method is Not about Expanding the Reach of the VIP Program

DEQ's authority for the VIP program is established by the Oregon legislature and the program's scope is limited in several ways; including those mentioned below. DEQ cannot and does not mandate or provide incentive that vehicle emission tests or repairs be done outside of testing boundaries, model year range, or registration renewal period:

1. *Must Test only within certain Geographic Boundaries.*

Vehicles must be registered or registering inside specific geographic boundaries in the Portland-Metro and the Medford-Ashland areas.

2. *Must Test only within certain Model Year Ranges:*

- In the Portland-Metro area, the vehicles must be at least 5 years old and no older than a 1975 model year.
- In the Medford-Ashland area, the vehicle's model age must be between 5 and 20 years old.

3. *Must Test only within specified Registration Renewal Period.*

Vehicles must be tested only during the period of their DMV registration renewal. The renewal period is based upon registration which expires every 2 years.

DEQ Too is all about program efficiency; it's a new efficient, convenient test method that motorists can choose to use or not use. DEQ Too's objective is *not* about modifying the program's reach; it does not expand the limited scope of the VIP program. So the DEQ Too test method falls squarely under VIP's limited scope just the same as the existing test methods; inspector-conducted tests at Clean Air Stations, the inspector-conducted tests on the lot of auto dealerships, and the inspector-assisted tests when motorists use self-service kiosks. As such, all of VIP's test methods are limited to the exact same testing boundaries, the same model year ranges and the same registration renewal periods.

It is understood that some vehicles registered outside the established boundaries, outside the model year ranges or outside of their renewal periods can also be in need of emissions system repair. And, in fact, motorists with such vehicles can voluntarily use any of DEQ's test methods which may result in the motorist electing to repair the vehicle. It is also understood that businesses have and use non-DEQ Too approved equipment and methodologies, and use conditions and incentives to diagnose and repair vehicles outside of the scope of the VIP program. But DEQ Too, like all the test methods in the VIP program, *does not and will not mandate or provide incentive* that vehicle emission tests or repairs be done in such "voluntary" circumstances. It is critical that the VIP program scope remains consistently within its legislative directive across all VIP test methods. DEQ Too-approved equipment and methodologies are strictly a part of DEQ's provision of a new efficient, convenient test method that motorists can choose to use or not use.

Therefore testing equipment (e.g. telematics device, cable, display screen) and methodologies (e.g. audio, visual, software, app, website) that are officially approved for the purpose of DEQ Too program participation must *not* be associated with or used in any manner which places required conditions upon or provides incentive (financial or otherwise) to vehicle owners, businesses, or other individuals or entities to test or repair Oregon registered vehicles:

1. That are intended for registration *outside* of the authorized Portland-Metro and Medford-Ashland geographic boundaries.

2. That are *outside* of the authorized model year ranges:

- In the Portland-Metro area, the vehicles must be at least 5 years old and no older than a 1975 model year.
- In the Medford-Ashland area, the vehicle's model age must be between 5 and 20 years old.

3. That are *outside* of their registration renewal period.

Vehicles must be tested only during the period of their DMV registration renewal. The renewal period is based upon registration which expires every 2 years.

DEQ Too is Oregon's Newest Vehicle Emissions Testing Option

In Oregon, motorists refer to the smog test as "Going through DEQ" (Department of Environmental Quality). While DEQ offers several convenient Clean Air Station locations, our average wait time is less than 10 minutes, and we provide weekend and evening hours, we understand it can still be a challenge for our operations to match up with everyone's specific needs. That is why we started allowing for another testing option to evolve in 2016. Everyone likes choices. Take the evolution of the banking industry where business was conducted only with in-person tellers at first, then ATM machines were introduced and now banking can also be completed using the internet. Similarly, with DEQ, motorists can receive an emissions test with in-person inspectors or self-service machines at our stations and now testing can also be completed using the internet.

The internet option is called DEQ Too and involves the motorist voluntarily authorizing On-Board Diagnostics (OBD) data to be remotely transmitted from their vehicle to DEQ. Instead of visiting a Clean Air Station, motorists test their vehicle at locations they are driving to already. While taking care of their other car needs at such places, they can take care of their *DEQ too*. Participating businesses (Hosts of Device-Borrowing locations) will lend motorists a telematics testing device to plug into their car and return it a couple of minutes later. The car's OBD data will be immediately transmitted to DEQ and then at the motorist's convenience they can use their smart phone or other device to check results. They'll be able to view diagnostic trouble codes if their Check Engine light is on. Or, if all looks good to pass DEQ's emissions test, they can order their DMV (Driver and Motor Vehicle Services Division, a branch of the Oregon Department of Transportation) stickers online which will arrive in the mail in as few as 3 business days.

Telematics devices manufactured into a vehicle's system to provide turn-by-turn navigation, roadside and stolen vehicle assistance, etc., can also transmit OBD data. In addition, auto fleet services, usage-based auto insurance programs, and other applications utilize after-market Telematics devices which can also transmit OBD data. DEQ will accept data transmitted from these types of continuously connected devices as well. While originally intended for other uses, these can be used for *DEQ too*.

Auto dealership companies and companies operating a fleet of vehicles will also be able to use telematics devices to test their multiple vehicles without visiting a Clean Air Station.

The bottom line is that DEQ wants to ensure motorists and companies have multiple testing options and can decide what's best for them in their particular situation at any given time. The DEQ Too option saves time and fuel; and even helps reduce air pollution.

DEQ Makes the Determination of Test Results

The Department's Environmental Quality Commission authorizes remote, self-service testing via Oregon Administrative Rule 340-256-0358(1). DEQ is the only entity authorized to determine and provide the emissions testing results to vehicle owners.

The 2 Types of Telematics Devices

1. ***Continuously Connected*** vehicle telematics device (hereinafter interchangeable with "C-type" device). This device is one that is continuously connected, 24/7 to one vehicle. These C-type devices are either built-in to the vehicle's system during auto manufacturing or plugged-in after-market. By comparison, the other telematics device (S-type) can be shared for use by multiple vehicles.

The C-type device has a primary objective *other than* transmitting OBD data to DEQ. Examples of after-market C-type devices include use by auto fleets to optimize driving routes and maintenance schedules and by usage-based auto insurance programs to help motorists achieve lower premiums. Key purposes of built-in, C-type devices are roadside assistance, stolen vehicle assistance, turn-by-turn navigation, hands-free calling, etc. Regardless of their primary purpose, these continuously connected devices can also capture OBD data and so they can be used for *DEQ too*.

2. **Shared** telematics device (hereinafter interchangeable with "S-type" device). A S-type is an after-market plug-in device that can be shared for use by multiple vehicles; one vehicle at a time. By comparison, the other telematics device (C-type) is continuously connected to and used by only one vehicle.

The objective of the S-type device is for use with multiple vehicles to transmit a snapshot of each vehicle's OBD data to DEQ. The general public would use S-type devices by borrowing them from participating host locations that exist for a primary purpose other than transmitting OBD data. For example, if a gas station participated as a host, their primary purpose is for motorists to refuel their vehicle. However, by briefly borrowing the device, motorists could take care of their *DEQ too* while they are refueling.

The 5 Types of Business Participants

DEQ Too relies on an open market approach whereby voluntary participation in a given role is open to any company that meets certain terms and conditions. Each business participant type and role is as follows:

1. **C-Type Device Provider** is the company with which the vehicle(s) owner enters into the original agreement to lease, own and/or activate the telematics device.

DEQ will only enter agreements with prospective C-Type Device Providers that provide at least one primary service that has shown specific and sustained demand for the service for the last 12 months. It is in the Program's best interest to ensure that any C-Type Device Provider has a proven, sustainable primary service that necessitates a 24/7 continuous connection, rather than becoming a telematics company that goes into business solely to test vehicles. S-Type Device Providers serve in that role via Hosts, Auto Dealerships and/or Fleets. The sustained demand for the service does not necessarily need to be demonstrated by the prospective C-Type Device Provider itself. It can be demonstrated by any company. For example, a new telematics device for Usage-Based Insurance would not need to demonstrate that there's a sustained demand for such a service.

2. **S-Type Device Provider** is the company with which the Host, Auto Dealership and/or Fleet enters into an agreement to lease, own and/or activate the telematics device.

DEQ will only enter S-Type Device agreements with companies that have met specific, technical and sustained demand for the use of OBD plug-in equipment for the last 12 months. This experience demonstrates that the company successfully and actively oversees the quality and technical support of the OBD-related equipment it provides. In an open-market system like DEQ Too, such experience is in the Program's best interest to make certain that the Program itself maintains quality standards to ensure long term viability of the program.

3. **Hosts** own or operate a business that will act as a Device-Borrowing Location that has an S-type device that is used on location voluntarily by a motorist or by the Host on behalf of the volunteering motorist. The objective is to allow transmission of OBD data to DEQ from the business location. Having the S-type device is in addition to the business' primary product(s)/service(s). Examples of possible Device-Borrowing Locations include, but are not limited to: gas station, auto service, repair, parts and car washing companies.

DEQ will only enter agreements with prospective Hosts that provide at least one primary service or product that has shown specific and sustained demand for the service/product for at least 12 months. It is in the Program's best interest to ensure that any Host has a proven, sustainable primary service or product, rather than becoming a business location solely for testing vehicles. That service already exists with the testing service that DEQ provides at its Clean Air Stations. The sustained demand for the product/service does not necessarily need to be demonstrated by the prospective Host itself. It can be demonstrated by any company. For example, a new gas station would not need to demonstrate that there's a sustained demand for such a product.

4. Companies with a **Fleet** of vehicles voluntarily use the devices to transmit OBD data from the vehicles they own/operate to DEQ and subsequently retrieve results from the DEQ Too website.
5. **Auto Dealerships** voluntarily use the devices to transmit OBD data to DEQ from the vehicles they have in inventory to sell/lease and subsequently retrieve results from the DEQ Too website.

When a company enrolls to participate and meets the terms and conditions for one of the above roles, DEQ places them on one of the five list-types as an "Official DEQ Too Business Participant". When a general public vehicle owner voluntarily uses a telematics device to transmit OBD data to DEQ, they do not need to enroll with DEQ Too in advance, but they must agree to certain terms and conditions on the website before results will be shown.

S-type Telematics Design Requirements Encourage Widespread Distribution of Testing Devices

The Oregon DEQ Too program relies on a free-enterprise, open-market approach whereby the vehicle emissions test can be performed remotely at multiple business locations and the telematics test equipment can vary from location to location; depending on the equipment provider. A primary goal of DEQ in creating these terms and conditions for the S-type telematics device provider is to encourage widespread distribution of the testing devices; *especially* for the general public. To meet this goal, DEQ seeks to enter into agreement with providers who can deliver S-type devices and methodologies that work well in *any* type of DEQ Too testing business environment.

To ensure widespread distribution of testing devices, all S-type devices and methodologies should be built primarily for less experienced users. Requiring consistent features and user-friendliness for the less experienced users will also work for the more experienced users. Also, all S-type devices and methodologies should be built to primarily support workplace environments which are fast-pace, high-volume, with individual employees serving multiple customers at the same time, across multiple point-of-service locations. If the devices and methodologies can function well under those types of working conditions, then they will also function well in lower paced, lower volume type of conditions. Ensuring the devices and methodologies are built in this manner helps achieve and maintain compliance with Oregon Administrative Rule 340-256-0358. Namely, the emissions test needs to be such that it can be performed in any environment by either the vehicle owner or by a representative, on behalf of the vehicle owner.

Therefore, DEQ utilizes certain terms and conditions under the Obligations section of this Agreement to ensure that the testing equipment and process recognizes and/or accommodates high pace/volume businesses:

- By ensuring that the testing equipment/processes provides consistent features for motorists so they can easily use the equipment at any DEQ Too participating business, regardless of which S-type provider made the device.
- Which are accustomed to their customers remaining inside their vehicle while on the business' location. (For example, in Oregon, motorists are not allowed to pump their own fuel at a gas station)

- Which use individual employees to serve multiple customers at the same time, across multiple point-of-service locations.
- Where the testing equipment will not necessarily be available at every point-of-service location on the premises.

Due to all of these business characteristics, when the testing equipment is not in use it should be in a location that does not require the business' employees to deviate from or interrupt their normal path of service delivery. Therefore, the testing equipment component(s) should:

- Be small and mobile enough for the employees to carry in a pocket of pants/shorts/shirt/jacket, on a belt clip/holster or on a breakaway lanyard around their neck.
- Make for a smooth and uncomplicated passing back and forth through a car window; ergonomically built for ease of holding with one hand.
- Be capable of being used in a process that takes limited and quick action from start to finish while the motorist is on the business' premises.

Vehicle Owners will Obtain Results Using the DEQ Too Website

- The vehicle owner will enter their license plate or VIN to display their test results.
- If the vehicle is "Unready", the website will indicate what that means.
- If DEQ has failed the vehicle (Check Engine Light has been commanded "ON"), the website will indicate why and provide a link to DEQ's Recognized Auto Repair Shops.
- Once the vehicle has passed the test, the owner will pay DEQ's certification fee via the website.

How the DMV Registration Process Works in Oregon; Specifically with the DEQ Too Program

- Dealerships: Oregon auto dealerships (or their customers purchasing the vehicle) must obtain a paper certificate entitled a "DEQ Clean Air Certificate" as proof that the vehicle has passed DEQ's test. The certificate is printed on secure-authenticated paper. Within the online DEQ Too program, an electronic certificate contains the name of the auto dealership and a uniquely generated QR code for security and auditing purposes. As with a paper Clean Air Certificate, a paper printout of the E-Certificate is used for proof of passing DEQ's test in order to receive registration plates and stickers for a vehicle. These DMV registration items are received in one of two methods:
 - Dealerships participating in DMV's Electronic Vehicle Registration (EVR), receive vehicle registration plates and stickers from the EVR program.
 - Dealerships not participating in the EVR program, receive vehicle registration plates and stickers from DMV; either through the mail or in-person at a DMV field office.

E-Certificates cannot be used for any DMV or DEQ transaction at a DEQ Clean Air Station.

- Fleets: Companies with a fleet of vehicles must obtain a paper certificate entitled a "DEQ Clean Air Certificate" as proof that the vehicle has passed DEQ's test. If and when a fleet chooses to use the online DEQ Too program, once the vehicle passes DEQ and the fleet pays for their electronic certificate, that E-Certificate will contain the name of the fleet company and a uniquely generated QR code for security and auditing purposes. As with a paper Clean Air Certificate, the E-Certificate is used for proof of passing DEQ's test in the following ways; depending on the type of fleet:

- DMV-Registered-Fleets receive and maintain "Permanent Fleet" license plates from DMV. DMV has a registration renewal process specifically for these privately owned Permanent Fleet companies. While the process includes submittal of a printed E-Certificate to DMV, it does not include renewal stickers nor does it include online renewal with DMV.
- For vehicle's that are a part of a private company's fleet, but not a part of DMV-Registered-Fleets, renewal is required and these fleets' license plates do use registration renewal stickers. The renewal process includes submittal of a printed E-Certificate to DMV when these fleets renew registration through the mail or in-person at a DMV field office. A printout of the E-Certificate is not necessary when these fleets renew online with DMV.
- For vehicles that are a part of a governmental fleet (E-Plate), no DMV registration renewal is required, but the emissions test is still required so DEQ needs the proof of passing. DEQ will view the governmental fleet's E-Certificates online to verify that vehicles have passed the emissions test.

E-Certificates cannot be used for any DMV or DEQ transaction at a DEQ Clean Air Station.

- General Public Motorists: When using DEQ Too, motorists will **not** be allowed to use remote OBD emissions test results to renew registration via the mail, in-person at a DMV field office or at a DEQ Clean Air Station. Motorists will be made aware of this prior to purchasing a DEQ E-Certificate on the DEQ Too website. Renewal of registration must **only** be done on-line with DMV in order to participate in Oregon's DEQ Too program:
 - Renewal reminders are mailed from DMV to the vehicle owner about 90 days prior to the date the vehicle registration stickers expire on a license plate. The renewal reminder also serves as the renewal application. The renewal reminder comes with an on-line renewal access code.
 - At the moment a motorist obtains a DEQ E-Certificate through the DEQ Too website, DMV immediately receives data from DEQ indicating that the vehicle has passed the emissions test. Then the motorist can renew on-line with DMV and receive registration stickers in the mail in as few as 3 business days.
 - The ability for the general public to renew their registration on-line with DMV is about a 165 day window. As early as 90 days before the registration expiration date and then 75 days after. Other than that window, on-line renewal with DMV is not allowed.
 - Note that DMV's registration renewal expiration date is every 2 years and is not connected to the VIN, per se. In Oregon, registration stickers are issued for a vehicle to be affixed to the vehicle's front and back license plates – but then the license plates (along with their stickers) may be moved to a different vehicle. Whatever expiration date exists for the license plate stickers becomes the expiration date for the vehicle.

PROGRAM OBLIGATIONS

On behalf of my company, I agree to the following terms and conditions:

Shared Telematics Device Provider

We are a company with which a Host, Auto Dealership or Fleet business directly or indirectly enters into an agreement to lease, purchase and/or otherwise activate our shared telematics device (a "S-type" device). A S-type is an after-market plug-in device that can be shared for use by multiple vehicles; one vehicle at a time. We allow transmission of a snapshot of OBD data to DEQ from our S-type device if at least the

following conditions are met:

- The Host, Auto Dealership or Fleet business from where our device is transmitting data is currently on the DEQ Too Business Participant List.
- A valid E-VIN exists for the vehicle(s) (typically 2005 and newer model year vehicles)
- Voluntary permission is granted to transmit the vehicle owner's OBD data to DEQ. At a minimum, this permission is deemed granted when the vehicle owner:
 - Plugs-in our device on their own, or
 - Requests the Host to plug-in on their behalf.

Strictly Within Scope of VIP Program and Only DEQ Makes Compliance Determination

As described in the Agreement's Background section, we will not allow our DEQ Too-approved equipment and methodology to be used in any manner which places required conditions upon or provides incentive to vehicle owners, businesses, or other individuals or entities to test or repair Oregon registered vehicles which are outside the scope of the VIP Program. Compliance determination is solely DEQ's role. Our company will not provide any vehicle emissions inspection pass/fail/unready determination to a motorist, Host, Auto Dealership or Fleet. We will not use any statement similar to "Your vehicle is not ready for DEQ's test" or "is Unready for DEQ's test", "Your vehicle has Failed DEQ" or "Has passed DEQ" or "Should pass DEQ" or "Only results that are, or appear to be, in compliance with emission standards will be sent to DEQ".

Requirements for Testing Equipment Design and Process

The need for these specific attributes are described in the BACKGROUND portion of this agreement under the section entitled "S-type Telematics Design Requirements Encourage Widespread Distribution of Testing Devices". Our company's testing equipment and process complies with the following attributes:

1. Tampering with or Altering OBD Systems is a Violation of the Federal Clean Air Act

Our company understands that it is a violation of Section 203(a)(3) of the Federal Clean Air Act to tamper with or to alter an OBD system from its original equipment configuration. We will not alter the OBD System on any vehicle and we will not alter any data that we receive from any vehicle's OBD system.

2. Meets Transmission Specifications

Our device meets the requirements of the Oregon DEQ Remote OBD Specifications Document for Telematics Device Providers. This includes, but is not limited to, having the ability to transmit data in either the Key ON/Engine ON mode or the Key ON/Engine OFF mode to accommodate any special operating needs of Hosts, Dealerships and Fleets. We will explain to businesses how to turn the key or push button to both modes.

3. Duration Period of Data Transmission to DEQ

While a vehicle is on location of the DEQ Too Participating Business using our S-type device:
Our test methodology, including the OBD data transmittal time to DEQ, is *capable* of being accomplished in less than 2 minutes. It's understood that it may not always be accomplished within 2 minutes if no data network is available at or near the location, if the network is down, slow or

unstable. Nevertheless, our methodology and equipment are proven capable of accomplishing this in less than 2 minutes.

Before or after a vehicle is on location of the DEQ Too Participating Business using our S-type device:

Parts of our process may take some additional set-up time that could slow down the Participating Business' normal pace. Therefore, if our testing equipment and process requires any necessary actions by a motorist prior to or after their vehicle is on the location of a DEQ Too Participating Business, then our company will work with the business to help ensure those actions are performed while the motorist is not on location. Based upon our test methodology, this assistance may include, but not be limited to, the need to communicate with the business' customers in advance, during or after their visit to the business. Depending on what the business and our company agree to, the business may provide the necessary communication to their customers, we may provide the communication or we both may. Some businesses may have exceptions (like during slow demand times) and allow the necessary actions to occur while the customer waits on their property in a matter that they find the least disruptive.

4. **Communication Messages**

There are 3 possible messages that our device will relay:

- **Message #1** = When the device is successfully plugged in.
- **Message #2** = Device should be unplugged because an error has occurred (as defined in DEQ's Specifications Document).
- **Message #3** = When all data has been successfully received by DEQ and transmission is complete so device can be unplugged (as defined in DEQ's Specifications Document).

5. **Communication Methods**

Our company will use one or more of the following communication methods to ensure motorists can have a consistent expectation and experience at any Business Participant location; regardless of which S-type device the location is using.

- **Visual Methods**

- i. **Display Screen**

- When the appropriate message is called for, the on-screen written instructions will provide *at least* Message #1, #2 or #3.

- ii. **One LED Light Method**

- Continuous light = Message #1.
 - Rapid pulsating light flashes until unplugged= Message #2.
 - Slow pulsating light flashes until unplugged = Message #3.

- iii. **Three LED Light Method**

- Amber/Yellow = Message #1.

- Red = Message #2.
- Green = Message #3.

○ **Audio Methods**

We understand that the use of the audio method must be combined with at least one other method to comply with Americans with Disability Act for the hearing impaired. If the volume in the telematics device is adjustable, then the Host, Auto Dealership or Fleet can adjust it to the level that works best in their environment. If the volume is not adjustable, then the decibel level shall be set at 70 dB at 3 feet (+/- 2 dB).

1. **Voice**

When the appropriate message is called for, the voice instructions will provide *at least* Message #1, #2 or #3.

2. **Beeping**

- Continuous beep ("beeeeeeeeeeeeeeep") = Message #1.
- Rapid pulsating beeps ("beep-beep-beep...") until unplugged = Message #2.
- Slow pulsating beeps ("beep----beep----beep...") until unplugged = Message #3.

○ **Vibration Method**

- Continuous vibration = Message #1.
- Rapid pulsating vibrations ("ṽib-ṽib-ṽib...") until unplugged = Message #2.
- Slow pulsating vibrations ("ṽib----ṽib----ṽib...") until unplugged = Message #3.

6. Physical Elements of Testing Equipment

- The size of our S-type telematics device is typical for a telematics device. It is small and light enough to fit in the pockets of pants/shorts/shirt/jacket, in a carrying belt clip/holster or on a breakaway lanyard around a neck. It's ergonomically built for easy holding, plugging-in and un-plugging with one hand.
- If our methodology utilizes a display screen device, then we will provide it to the Host, Fleet and/or Auto Dealership. And its outermost edges, including any protective casing (built-in or otherwise), shall have the following maximum dimensions:
 - 6¼ inches long
 - 3¼ inches wide
 - 1¼ inch thick

These dimensions do not apply to any peripheral equipment designed to charge, store or carry the display screen. This entire condition does not apply to a situation where a Host has the motorist plug-in and conduct the test by him/herself, *if* in that situation, our methodology utilizes the motorist's own display screen (e.g. motorist's smart phone).

- If our methodology requires a cable to connect between our S-type device and another device, the cable will be pliable and flexible enough to easily wind into a coil that could be worn around a participating business employee's neck or other similar size coil for compact, mobile carrying. The cable shall also have the following maximum dimensions:
 - 3 feet long
 - ¼ inch diameter
- Our company may consider making our telematics device capable of threading a lanyard through it. Certain participating businesses may find a breakaway lanyard approach appealing because:
 - When the telematics device is not in use, it can be worn around an employee's neck for ease of storing and carrying.
 - The lanyard could also be thread through a placard that contains the DEQ Too logo and our logo with instructions on one or both sides for how to conduct the testing process.
 - Having the lanyard and placard connected to the telematics device, could minimize the chances of motorist accidentally driving off with the device.
- Our company can use the number "2" as part of a serial number or a version number of our device. But otherwise, our company will not:
 - Name our device using the number "2" or the words "Oregon", "DEQ", "Too" or "Two"
 - Adhere to or etch into our device the DEQ Too logo or the number "2", or the words "Oregon", "DEQ", "Too" or "Two".

Providing DEQ with our Telematics Device Serial Numbers

We will provide to DEQ the unique serial numbers (LINK_ID) for each device or the range of numbers that we anticipate being used in the DEQ Too program. We will let DEQ know if and when we need to add or delete device ID numbers. As indicated in the Oregon DEQ Remote OBD Specifications Document, our device serial number will not exceed 60 alpha-numeric characters starting with a Manufacturing ID abbreviation, followed by abbreviation of device name, then the ID number. Using an abbreviated device name in the serial number is for if/when our company has more than one device model.

Communication about Financial Transactions

For any financial agreement that we directly or indirectly enter into with existing or prospective customers to obtain our device for use within the DEQ Too program:

- Our agreements will only be between us and our customers; namely, Hosts, Dealerships and/or Fleets. And these agreements will not place restrictions on our customers over the financial arrangements that they enter into with their own customers.
- We will describe to DEQ the billing mechanism(s) we will use with our customer(s) (lease, sale, per-usage fee or other financial charge). If there are periodic payments, we will inform DEQ of the frequency (monthly, etc).
- Throughout our participation in the DEQ Too program, the title and description of our fee(s) will make it clear that DEQ does not require the charge, does not set the amount and none of the money

goes to DEQ.

- Acceptable titles include, but are not limited to, "Diagnostic Data Transmission Fee", "Diagnostic Device Purchase Price" and "Diagnostic Device Lease Amount".
- Unacceptable titles include containing the terms "DEQ", "DEQ Too", "VIP", "Convenience Fee" or anything similar.

Training of the Hosts, Dealerships and Fleets that use our Device

We acknowledge that DEQ has a strong interest in ensuring that Hosts, Dealerships and Fleets have accurate information that represents the DEQ Too program and helps it be successful. We also recognize that we are in a key position to help those using our device understand how our device works and how the program works. Therefore, we will provide training using a manual, a video, hands-on or some similar method or a combination of methods. We understand that DEQ will assist us with accurate content in developing training on these items. Our training will encompass at least the following content and we will reference this training list in any agreement we enter into with Hosts, Dealerships and Fleets.

- Training that applies to all Hosts, Dealerships and Fleets:
 1. That DEQ Too only works for vehicles with an electronic vehicle identification number (E-VIN) which are typically model year vehicles 2005 and newer.
 2. That Newer Model Year vehicles in Oregon (www.DEQToo.org/nmy) are not required to be tested. If they are tested using DEQ Too, they will always be passed by the DEQ and there is no charge for DEQ's E-Certificate.
 3. The typical locations of the OBD port under in vehicles and how to use the DEQ Too website's port locator by vehicle type.
 4. How to ensure the key (including push-button ignition) is at least in the "On" position in order for the telematics device to work.
 5. How to plug-in and unplug the device.
 6. An understanding of the three messages the device communicates to user.
 7. The communication method(s) our device uses to communicate to user.
 8. That the DEQ Too program is used for two purposes; both of which are intended to help ensure vehicles are maintained properly for the betterment of air quality and public health: a) to understand why a Check Engine Light is illuminated, and b) to meet DEQ's testing requirement.
 9. How ***ONLY*** DEQ (not our company) makes and relays the pass/fail determination; utilizing the DEQ Too website.
 10. That the domain name for the DEQ Too website is www.DEQToo.org.
 11. How to retrieve results from the test on the DEQ Too website.
 12. Where to find and print the instructions associated with the result.
 13. How to pay for an E-Certificate using DEQ's E-Commerce payment system.
 14. The importance of and how to obtain a paper and/or electronic receipt from DEQ's E-

Commerce payment system as it provides proof in case there is a discrepancy.

15. How the business enrolls online as a DEQ Too Participant; emphasizing that there is documentation to send to DEQ as part of the enrollment process. After enrolling, DEQ will send business a checklist to help ensure all documentation is submitted.
 16. How the business must provide DEQ for review and approval, all communication content intended for explaining and advertising the use of the telematics device with Oregon's DEQ Too program. Such communication includes, but is not limited to, the use of the DEQ Too logo and any written and verbal messaging using mail, coupons, newspaper, magazines, computer/phone applications, texts, emails, newsletters, websites, blogs, TV, radio, social media, etc.
 17. If the business will have Partnerships, they need to relay the nature of the Partnership to DEQ and emphasize how the business maintains full responsibility for compliance with their T&C regardless of whether tasks are performed by the business or the Partner.
- Additional Training that is specific to only Hosts:
 1. Understanding that the only value in a DEQ E-Certificate for a member of the public using our device is to complete DMV registration *renewal over the internet*. It cannot be used for renewal through the mail or in person at a DMV Field Office or DEQ Clean Air Station. For the general public, this program will not work for first time registration of vehicles that are new to the state or registrations related to transferring of title.
 2. That in order for a member of the public to renew DMV registration using DEQ Too's open-market approach, the following is **REQUIRED**:
 - a. DMV's Online Vehicle Registration Renewal System (www.OregonDMV.com/online) must be used and can only be used for up to 75 days past current expiration date.
 - b. DMV's Online Renewal Access Code must be used and must only be obtained from the motorist's printed DMV registration renewal application form.
 - c. Auto insurance information and all the required certifications including, but not limited to, qualification to register a vehicle in Oregon and that all information provided on the registration renewal application is true and correct.
 3. That new registration stickers arrive in the mail from DMV within as few as 3 business days.
 4. The importance of obtaining and keeping the receipt of payment from DMV's system in the vehicle as it can prevent a ticket from law enforcement while waiting on the stickers to arrive in the mail.
 5. Emphasize the importance of the Host's T&C section entitled "Communication about Financial Transactions"; when communicating about their charges to customers.
 - Additional Training that is specific to only Dealerships:
 1. How to print an E-Certificate containing our dealership name and unique QR code.
 2. As with a regular DEQ Clean Air Certificate, how the printed E-Certificate is used as proof of passing DEQ's test and DMV's registration items are received in one of two methods:
 - a. Dealerships participating in DMV's Electronic Vehicle Registration (EVR), receive vehicle registration plates and stickers from the EVR program.

- b. Dealerships not participating in the EVR program, receive vehicle registration plates and stickers from DMV; either through the mail or in-person at a DMV field office.

E-Certificates cannot be used for any DMV or DEQ transaction at a DEQ Clean Air Station.

- Additional Training that is specific to only Fleets:
 1. How to print an E-Certificate containing our fleet company name and unique QR code.
 2. How the administration process works for various fleets. Fleets not using the DEQ Too option must obtain a paper certificate entitled a "DEQ Clean Air Certificate" as proof that the vehicle has passed DEQ's test. If and when a fleet chooses to use the DEQ Too program, once the vehicle passes DEQ and the fleet pays for their electronic certificate, that E-Certificate will contain the name of the fleet company and a uniquely generated QR code for security and auditing purposes. As with a paper Clean Air Certificate, the E-Certificate is used for proof of passing DEQ's test in the following ways; depending on the type of fleet:
 - a. DMV-Registered-Fleets receive and maintain "Permanent Fleet" license plates from DMV. DMV has a registration renewal process specifically for these privately owned Permanent Fleet companies. While the process includes submittal of a printed E-Certificate to DMV, it does not include renewal stickers nor does it include online renewal with DMV.
 - b. For vehicle's that are a part of a private company's fleet, but not a part of DMV-Registered-Fleets, renewal is required and these fleets' license plates do use registration renewal stickers. The renewal process includes submittal of a printed E-Certificate to DMV when these fleets renew registration through the mail or in-person at a DMV field office. A printout of the E-Certificate is not necessary when these fleets renew online with DMV.
 - c. For vehicles that are a part of a governmental fleet (E-Plate), no DMV registration renewal is required, but the emissions test is still required so DEQ needs the proof of passing. DEQ will view the governmental fleet's E-Certificates online to verify that vehicles have passed the emissions test.

E-Certificates cannot be used for any DMV or DEQ transaction at a DEQ Clean Air Station.

User Interface Software

If we elect to provide user interface software to a Dealership, Fleet or Host that allows them to use our interface instead of, or in addition to, using the official DEQ Too website, we understand and will make it clear that:

- DEQ does not require us or the companies to use any interface software, the DEQ Too website can work for the companies as a standalone system, and we will still provide the companies with the minimum training about the DEQ Too website (as described in the preceding section).
- Prior to using the software, we, or a Partner on our behalf, will first receive DEQ's approval. After demonstrating to DEQ how the interface software works, DEQ will have up to 30 days to indicate what changes, if any, are required.
- DEQ has a strong interest in ensuring that features of the DEQ Too website and program are represented in a certain manner to all users. Therefore, DEQ's review includes, but is not be limited to, the following:

- The user interface methodology aligns with the intent of any portions of this Agreement.
- All the data entry that the DEQ Too website receives via the user interface must be authorized by the companies and done as DEQ requires.
- All the output and communication the companies receive from the DEQ Too website via the user interface must be authorized by the companies and done as DEQ requires. This includes indication that test results have been determined solely by DEQ.
- If any mobile display screen device is used as part of our methodology to complete transactions with the DEQ Too website, then its outermost edges, including any protective casing (built-in or otherwise), shall have the following maximum dimensions:

1. 6¼ inches long

2. 3¼ inches wide

3. 1¼ inch thick

These dimensions do not apply to any peripheral equipment designed to charge, store or carry the display screen.

- Any problems caused by our software is our responsibility.
- We will not indicate to the companies that we created the remote OBD testing option in Oregon. Our software will display the DEQ Too logo on any user screen that contains vehicle emissions testing activity. Note: The testing method is made possible in Oregon only because DEQ initiated this convenient option. The Oregon Legislature provided the statutory authority to DEQ and its commission to develop rules authorizing remote OBD testing.

Partnerships with Other Companies

In participating in Oregon's DEQ Too program, we may partner with one or more companies to help implement the DEQ Too program or who may otherwise interface with Hosts, Auto Dealerships or Fleets regarding the DEQ Too program (our "Partner" or a "Partnership"). Example Partners include, but are not limited to, auto dealership associations, auto repair associations, device resellers/distributors, and systems/software applications provider/integrator, etc. We will provide to DEQ a description of the nature of any Partnership. Since we may change Partners or add some, if anything changes significantly in the nature of our type of Partnerships, we will inform DEQ within 15 days of the change. DEQ may acknowledge that our company and our Partner companies are involved in the DEQ Too program. The form of acknowledgement may include, but not be limited to, DEQ mentioning the partnership on the DEQ Too website. Within 15 days of a written request from DEQ, we will provide to DEQ a list (or website link) of the names of our current Partners. If DEQ deems that our Partnership is not in the best interest of DEQ, DEQ may elect to terminate this Agreement.

We have full responsibility to DEQ for the duties and obligations under this Agreement. We maintain full responsibility regardless of whether they are performed by us or our Partners. If one or more of the following obligations are applicable to the role performed by a particular Partner, then we will provide a copy of this agreement to the Partner and ensure the Partner complies with the applicable obligation(s):

- The section on Attributes of Testing Equipment and Process
- The section on Advertising and Explaining the Use of our Devices with DEQ Too
- The section on Financial Transaction Communication

- Not act as an Agent or Employee of DEQ
- Keep Confidential Information confidential

Advertising and Explaining the Use of our Devices with DEQ Too

We acknowledge that DEQ has a strong interest in ensuring that the communication directed toward Hosts, Auto Dealerships, Fleets or Partners accurately represents the DEQ Too program and conforms with DEQ trademark usage policies. Therefore, we will provide to DEQ for DEQ review and approval all communication content we, or our Partners, intend for explaining and advertising the use of our telematics device with Oregon's DEQ Too program. This includes communication that we or our Partners intend to relay to any external audience that we are involved in remote OBD in the State of Oregon. If DEQ does not provide a response to us within 15 days of receiving the material, then the communication content will be deemed approved. Such communication related to the DEQ Too program includes, but is not limited to, the use of the DEQ Too logo and any written and verbal messaging to Hosts, Auto Dealerships, Fleets, or Partners using mail, coupons, newspaper, magazines, computer/phone applications, texts, emails, newsletters, websites, blogs, TV, radio, social media, etc. Any advertising we do about DEQ Too will reference the name of the program ("DEQ Too") and prominently display the DEQ Too logo (except when advertising isn't visible such as over the radio).

DEQ will provide us an electronic copy of the DEQ Too design mark (logo) and grants to us the right to use the logo only after DEQ has placed us upon the DEQ Too Business Participant List. The logo (which resembles an Oregon license plate) and the word mark ("DEQ Too™") are trademarks of DEQ and the property of DEQ. We, and our Partners, shall use the logo and word mark in conformance with the Authorized Use of DEQ Too Trademarks document. Upon removal of our company from the DEQ Too Business Participant List, we will immediately cease the use of the DEQ Too logo and word mark and ensure our Partners also do so.

When we advertise or communicate about our devices to Hosts, Auto Dealerships, Fleets and Partner companies, we will inform them of the information available at www.DEQToo.org. We will also ***make it very clear*** that we do not have an exclusive arrangement with DEQ to provide the DEQ Too service and that DEQ does not endorse any telematics provider over another. We will ensure our Partners also do so if they advertise or communicate with Hosts, Auto Dealerships and/or Fleets.

Estimating and Tracking Potential and Actual Program Demand

By the 10th of each month, we agree to report on the following data (cumulative totals as of the end of the previous month):

- The name of companies that have entered into agreements with our company to use our S-type device for DEQ Too. Their operational addresses and whether they are a Host, Auto Dealership or Fleet. In addition, for Hosts, we will provide a description of the nature of their primary business and that their primary business is indeed being maintained. (not a business solely for DEQ vehicle testing).
- The number of non-repeat-visitors viewing our web page(s) that cover our device(s)' and company's ability to participate in Oregon's DEQ Too Program.

OTHER TERMS AND CONDITIONS

1. Term of Agreement; Termination of Agreement. This Agreement shall begin upon the date our company is added to the DEQ Too Business Participant List until December 31st of the year we were added to the list. Each January 1, the Agreement will automatically renew for one year unless

DEQ provides at least 30 days written notice to us or either party otherwise terminates in accordance with this Agreement. The parties can terminate this Agreement as follows: (a) Either party can terminate this agreement with 30 days notice at any time; (b) DEQ can terminate this agreement, or suspend acceptance of data transmitted from our devices, immediately upon our failure to comply with the terms of this agreement; or (c) DEQ can terminate this agreement if it elects to discontinue or suspend the DEQ Too Program for any reason. Without terminating the agreement, DEQ may, at any time, modify the Program Obligations of this Agreement. If DEQ does so, it will provide notice to us and identify the modification. If we do not wish to continue after receiving notice of the modification of the Program Obligations, we can terminate this agreement. Our continued use of the DEQ Too Program for longer than 30 days after we receive notice of the modification of the Program Obligations means we have agreed to the new Program Obligation terms.

When this Agreement is terminated for any reason, (a) we must stop using the DEQ Too logo; (b) we must notify in writing any Host, Auto Dealership or Fleet that is using our device that we must stop transmitting vehicle data to DEQ; and (c) DEQ will remove us from the DEQ Too Business Participant List and will no longer accept data transmitted from our devices.

2. Assignment. Except as is expressly allowed below, we shall not assign this Agreement, in whole or in part, without DEQ's prior written consent, which consent shall not be unreasonably withheld. Our assignment of this Agreement to a parent, affiliate, subsidiary or to a successor organization by merger or acquisition does not require the consent of DEQ. The provisions of this Agreement will be binding upon and will inure to the benefit of any successors and permitted assigns.
3. Survival. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
4. Confidentiality. We acknowledge that, in the course of performing our responsibilities under this Agreement, we may be exposed to or acquire information that is confidential to DEQ. Any information we receive or acquire relating to DEQ in the performance of this Agreement is deemed to be confidential information of DEQ ("Confidential Information"), with the exception of (i) information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by us; (ii) information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality; (iii) information that was known to us prior to the effective date of the Agreement without obligation of confidentiality; (iv) information that is independently developed by us and documented in writing without use of, or reference to, any confidential information of DEQ; and (v) information required to be disclosed by law.
5. Indemnity. We shall indemnify and hold harmless DEQ, the State of Oregon, and their agents, officials and employees harmless from all claims, demands, suits, actions, proceedings, losses, liabilities, damages, awards and costs (including reasonable attorneys' fees), which may be brought or made against DEQ, the State of Oregon, or their agents, officials or employees and arising out of or related to any of the following (each, an "indemnifiable loss"): (i) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of us, our employees, agents, or representatives in connection with or incident to the use of our devices related to the Agreement; (ii) any act or omission by us that constitutes a material breach of the Agreement, including any breach of warranty; or (iii) the infringement of any patent, copyright, trademark, trade secret or other proprietary right of any third party related to our devices used under this Agreement. DEQ shall promptly notify us in writing of any action, claim or demand of which DEQ becomes aware and which DEQ reasonably expects to result in an indemnifiable loss. Our obligation under this section does not extend to any indemnifiable loss to the extent caused by the negligence or willful misconduct of DEQ, the State of Oregon, or their agents, officials or employees.
6. Defense of Claims. To the extent we are required under this Agreement to defend DEQ against

claims asserted by third parties, DEQ shall reasonably cooperate in good faith, at our reasonable expense, in the defense of the claim and we shall select counsel reasonably acceptable to the Oregon Attorney General to defend the claim and shall bear all costs of counsel. The Oregon Attorney General's acceptance of counsel may not be unreasonably withheld, conditioned or delayed. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before counsel may act in the name of, or represent the interests of, the State of Oregon, DEQ, its officers, employees or agents. DEQ may elect to assume its own defense with an attorney of its own choice and its own expense at any time DEQ determines important governmental interests are at stake. DEQ shall promptly provide notice to us of any claim that may result in an obligation on the part of us to defend. Subject to these limitations, we may defend a claim with counsel of our own choosing, on the condition that no settlement or compromise of any claim may occur without the consent of DEQ, which consent must not be unreasonably withheld, conditioned or delayed.

7. Governing Law; Jurisdiction; Venue. This Agreement is to be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to its conflict of law principles, and applicable federal law. Any action or suit brought by the parties relating to this Agreement must be brought and conducted exclusively in the Circuit Court of Marion County for the State of Oregon in Salem, Oregon, unless the claim must be brought in a federal forum, in which case it must be brought and adjudicated exclusively within the United States District Court for the District of Oregon. We hereby consent to the personal jurisdiction of these courts, waive any objection to venue in these courts, and waive any claim that either of these courts is an inconvenient forum. In no way may this section or any other term of this Agreement be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court.
8. Not a part of DEQ. We shall not act as an agent or employee of DEQ.
9. General Representations and Warranties. We represent and warrant to DEQ that (i) we have the power and authority to enter into and perform this Agreement; (ii) this Agreement, when executed and delivered, will be a valid and binding obligation of us enforceable in accordance with its terms; (iii) we will, at all times during the term of this Agreement, be qualified to do business in the State of Oregon.
10. Limitation of Liability. In no event shall either party be liable for any lost profits, lost savings, lost data or other consequential or incidental damages.
11. Tax Compliance Certificate. Our company will provide to DEQ a signed tax compliance certification that certifies the following:

By executing this tax compliance certification, I certify under penalty of perjury that I am authorized to act on behalf of the Company and that, to the best of my knowledge, we are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Miscellaneous Taxes) and ORS chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Forest Products Tax) and 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620.

12. Liability Insurance. At all times while participating in the program:
 - We agree to carry Commercial General Liability or Garage Liability insurance with a minimum \$1,000,000 per occurrence for any number of claimants.
 - If not otherwise covered by our liability insurance, we also agree to carry insurance that

protects our company in the event of damage to vehicles that used our device.

13. Notice and other Communication that is required of us under this Agreement will be provided in writing or email delivered to DEQ at the below addresses:
 - Email - deqtoo@deq.state.or.us
 - Mail - Attention: DEQ Too Program, 1240 SE 12th Ave, Portland, Oregon 97214.

DOCUMENTATION

We understand that DEQ will not include us on the DEQ Too Business Participant List without first receiving documentation demonstrating that we meet the requirements of this program. Our documentation will be submitted within 7 days following our electronic submittal of the DEQ Too Business Participant enrollment form using www.DEQToo.org. We understand that the final determination of our participation is made by DEQ and that DEQ's goal is to make their determination within 30 days of receiving our documentation. DEQ will inform us in writing when we are added to the DEQ Too Business Participant List.

We understand that the documentation must include, but may not be limited to:

1. A written statement and signature making it clear to DEQ that the individual agreeing to the terms and conditions via the DEQ Too electronic enrollment form has the authority to commit to the agreement on behalf of the company.
2. Submittal of our telematics device(s) and any other required equipment and a description of our test process so DEQ can verify everything functions as we have described.
3. The unique serial numbers (LINK_ID) for each device or the range of numbers that we anticipate being used in the DEQ Too program.
4. Any technical/electronic address that DEQ needs for certification/security.
5. An operational contact name, telephone number and email address will be provided to DEQ for DEQ's internal use only.
6. A customer service phone number and/or electronic address so that DEQ can provide this contact information upon request from our customers if/when they experience difficulties with our device/process.
7. The Certificate of Insurance.
8. The signed Tax Compliance Certificate (DEQ provides the certificate needing our signature).
9. Certification that our business is legally authorized to do business in the State of Oregon.
10. Show how we are the company with which Hosts, Auto Dealerships and/or Fleets directly or indirectly enter into agreements to lease or own our device.
11. The title and description of any fees or other financial charges to Hosts, Auto Dealerships and/or Fleets and a description of our billing mechanism and frequency.
12. A copy of the training materials we will use for Hosts, Dealerships and Fleets.
13. A description of the method(s) used to ensure that the motorist has voluntarily agreed that we will send OBD data to DEQ on their behalf.

14. The approximate number of Hosts, Auto Dealerships and/or Fleet locations we anticipate marketing our device(s) to when we first start participating in the DEQ Too program. We will list the number of locations separately for Hosts, Auto Dealerships and Fleets. Numbers only; names and addresses not required.
15. How we make it clear to Hosts, Auto Dealerships and/or Fleets and any Partner company that we do not have an exclusive arrangement with DEQ to provide this service and that DEQ does not endorse any telematics device provider over another.
16. A description of the nature of any Partnerships that we currently have and their role(s). If one or more of the following obligations are applicable to the role performed by a particular Partner, then we will provide DEQ with a written description and any accompanying documentation of how we ensure the Partner:
 - Complies with any and all of the obligations under the Program Obligations section
 - Not act as an Agent or Employee of DEQ
 - Keep Confidential Information confidential
17. Initial communication content and methods we, or our Partners, intend for explaining and advertising the use our telematics device with Oregon's DEQ Too program.
18. If applicable, materials demonstrating how our user interface software is intended to work.