



**GREATER NAPLES FIRE RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS
Action Item Worksheet**

NEW BUSINESS

Agenda Item: III. C.
Subject: Third-Party ITM Reporting Software Service
Meeting Date: June 12, 2024
Prepared By: Shawn M Hanson, Assistant Chief

Background

At the May BOFC meeting, staff provided Commissioners with an overview for contracting with and utilizing a Software as a Service (SaaS) company to provide online third-party inspection reports. This service will assist with identifying and tracking all commercial occupancies with life safety systems in the District. This is a Community Risk Reduction service and solution that works cooperatively with AHJ's, Service Providers, and Property Owners/Occupants.

Third-Party Reporting service assists in tracking and code compliance of life safety system inspection, testing, and maintenance (ITM) and will reduce the time Staff currently spends on ITM review and follow-up. The SaaS company will complete most of the ITM tracking and follow-up through a deficiency remediation process and notifications sent out on behalf of the District.

In addition to providing Fire & Life Safety support, false alarm calls may be reduced through the identification and real-time follow-up on deficient life safety systems. This is specifically helpful for service providers not currently reporting or other scenarios we may otherwise not be aware of.

The ideal vendor will interface with existing District software programs.

Three companies offering this service type were researched by FLS personnel and multiple presentations were provided to FLS personnel by two of the three companies:

IROL - InspectionReportsOnline

Brycer- The Compliance Engine

MobileEyes – No presentation as their program is proprietary to their inspection platform.

Evaluations were conducted by FLS personnel for both IROL and Brycer, with IROL being selected by the majority. The evaluation emphasis was on customer service, ability to interface with EPR Fireworks, along with ESRI interface capabilities.

Funding Source/Financial Impact

Fiscal impact to the District may be cost neutral or the District may choose an option that supports the District's Community Risk Reduction efforts by utilizing revenue sharing through the fees collected by the SaaS. The revenue sharing selection will



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offset a portion of an additional fire & life safety inspector position or a dedicated community educator. The District has the ability to choose the dollar amount to be utilized with revenue sharing; the most common dollar amounts are \$5.00 or \$10.00 per submitted ITM report.

Example: 1000 contractor reports submitted x \$5.00 = \$10,000

Recommendation

Staff recommends the Board approve Staff to contract with IROL for Third-Party ITM Reporting Software Services, to include a share plan of \$5.00 per report, with an effective date of October 1, 2024. An October 1st effective date will provide time for user education on the program prior to implementation.

Potential Motion

I move to approve Staff's recommendation to contract with IROL for Third-Party ITM Reporting Software Services with the revenue sharing option of \$5.00 per report and give the Fire Chief the authority to sign the contract with IROL once approved by legal. The effective date of the contract is to be set as October 1, 2024.

Attachments

1. IROL Service Agreement
2. IROL Service Agreement Revenue Share
3. BRYCER Service Agreement



Service Agreement

To: Greater Naples Fire Rescue District

Date: _____

Address: 14575 Collier Blvd
Naples, FL 34119

Project Overview

This AGREEMENT outlines the scope of work, deliverables, pricing, responsibilities, and terms and conditions of the work. This Agreement was made on **(Date)** _____ by and between InspectionReportsOnline.net (IROL) and the **Greater Naples Fire Rescue District (FD)** collectively referred to herein as “parties.”

The FD will be implementing IROL’s following solution(s): **Third-Party Reporting**

The FD will have a “Go-Live” date of **10/01/2024**. This date reflects when all ITM reports must begin to be submitted through IROL’s system by the Service Providers.

AGREEMENT ARTICLES and IROL’s Terms and Conditions are attached and incorporated herein to this AGREEMENT. **Attachment A** will take precedence over this AGREEMENT where there is any conflict.

Project Scope

InspectionReportsOnline.net (IROL) is a Software as a Service (SaaS) providing web-based services and solutions that drive prevention, community risk reduction, and life safety efforts.

Our secure and central web-based platform streamlines the processes in which required data and information can be submitted directly to the Authority Having Jurisdiction (AHJ), i.e., FD, from entities such as Service Providers (SP) and/or Property Owners (PO). IROL’s deliverables connect people with information to increase awareness, response, education, and communication to reduce high-risk situations.

Project Scope: Plan Review Activities

Activity	Description
Phase 1:	IROL will provide a detailed Implementation Plan, which includes initial documentation, goals, and timeline of actions to be completed by the AHJ and/or IROL. The checklist will be monitored and modified by IROL.
Phase 2:	IROL will provide training for all entities involved. Training options are determined by written agreement of AHJ and IROL.
Phase 3:	IROL will go LIVE with all entities on a chosen date as determined by the AHJ.

Project Scope: Deliverables, Responsibilities and Timeline

The work and deliverables will be accomplished by a joint effort and communication of IROL, the AHJ, and their staff during the course of this AGREEMENT.

AHJ'S Responsibilities

AHJ will be responsible for:

- It is understood by the parties that IROL generates the majority of its revenue for the **Inspection, Testing & Maintenance (ITM)** program from SP submissions. These revenues allow for IROL to provide its ITM services at no cost to the district. During the term of this AGREEMENT, and any renewal thereof, IROL will not impose a fee on the district for any reports which are filed for locations within the district's jurisdiction, and will not increase the fee imposed on the SP without written consent from the district.
- AHJ will, to the extent it is able via law, ordinance, code, etc., mandate reports submitted within their jurisdiction to be processed through the IROL site. AHJ will make a good-faith effort to inform SPs that inspection reports must be submitted via IROL for all required system inspections.
- If the AHJ is implementing IROL's Fire and Life Safety Risk Assessment, then registration by the Property Owner is required and necessary in order to complete and submit the assessment.
- Committing the necessary resources and management involvement to reasonably support IROL's services.
- Providing IROL with reliable, accurate, and complete information when required to initiate the proposed activities.
- Ensuring that information IROL receives and utilizes is accurate and up-to-date.
- Making timely decisions and seeking required management approvals as needed for the Project to proceed.
- Using the deliverables and ensuring the deliverables meet all parties' requirements.
- Sign-off of IROL inspection review documents at completion of the review.

In addition, IROL shall be entitled to rely on all the district's and AHJ's decisions and approvals made before and during the provision of services. Nothing in this AGREEMENT shall require IROL to advise on, evaluate, modify, confirm, or reject such decisions or approvals.

Cost Structure

IROL's Third-Party ITM Reporting and Deficiency Remediation Service is a cost free service for the AHJ.

The per-report fee of **\$19.99** is paid for by the submitting Service Provider.

Should onsite training be preferred by client, all related travel and lodging expenses are to be agreed upon in advance by the district and IROL.INC. All initial web-based training for AHJ and participating SPs are at no cost.

Assumptions and Additional Information

If any assumptions change or are found to be incorrect, the AGREEMENT may be modified by IROL, after discussion with the FD, and agreement on approach moving forward. All changes will be made by IROL in writing and signed off on by the FD prior to the commencement of any work.

Termination of the Agreement

The term on the AGREEMENT is three (3) years. At term-end, the AGREEMENT will automatically renew for Three (3) years, unless terminated. This AGREEMENT may also be terminated with or without cause by either party upon sixty (60) days prior written notice to the other party. If this AGREEMENT is terminated, IROL shall provide to the FD a complete and up-to-date download of all available archived reports.

ACCEPTED

DATE

Jill Cotton – IROL President

Authorized AHJ Agent Signature

AGREEMENT ARTICLES

Article 1: Website Services Rendered

1.1. IROL, INC. is the legal owner and operator of the website <https://www.InspectionReportsOnLine.net> (the site). The site's function and purpose is to increase code compliance, facilitate communications, enhance organization, and improve efficiencies related to fire and life safety building inspections, and/or additional prevention and community risk reduction efforts. The site is an online, electronic report management system to be used by Property Owners (PO), Service Providers (SP), and the Authority Having Jurisdiction (AHJ).

1.2 IROL's Third-Party Reporting may include our Review Department, which assists the AHJ in the overall management and deficiency remediation process.

1.3 IROL offers additional services such as Inspector's Reporting and Pre-Plan, which is an individually priced program based on the estimated number of anticipated fire department inspections.

1.4 IROL's Community Risk Reduction Solutions include Fire and Life Safety Risk Assessments and other growing solutions based on the needs of a community. These services are all optional and standard fees are paid for by the submitting entity.

Article 2: Data Security and Confidentiality

2.1 IROL warrants and represents to the AHJ, that the site is and throughout the term of this agreement will be a secure website with an SSL certification issued by Comodo, an independent Internet security certification company. Site hosting is provided through Microsoft's Azure (azure.microsoft.com) on a dedicated IP address.

2.2 IROL, and its shareholders, and employees, have no association, formally or informally, with any SPs.

2.3 Through the security measures in place for the site, the reports that are filed and maintained through the site will be available only to the AHJ and the SP that filed the report and the owners of the property to which the report relates.

2.4 Except as provided for herein, the reports filed through the website are not accessible by IROL or any of its employees, nor are they accessible by any third parties not expressly authorized by the submitting SP, PO or AHJ. With the AHJ's express written consent, IROL will access reports submitted for the purpose of Initial Reviews, and/or the collection of data needed to support requested analytics. Reports submitted to the AHJ may be subject to state or federal Freedom of Information Acts (FOIA) requests; however, it is the sole responsibility of the AHJ to determine if the requested documents are subject to disclosure pursuant to said acts.

2.5 Retention of data: All reports submitted through IROL are immediately copied to a backup storage device. Once per day a master file backup is performed. Individual reports, accessed through the PDF viewer by each authorized participant, may be downloaded at the discretion of the user. Periodic, and complete file (all Archived Reports) downloads are available on request. In the event that IROL ceases business activities related to the website, each user will be notified in writing ninety (90) days prior to the site termination. Complete downloads of all archived files will be available at no charge.

2.6 IROL understands the confidential nature of information provided in the completion of any reports and agrees that the report originator, the PO, and the AHJ, mutually hold ownership of reports.

Article 3: Hardware, Software Requirements & Firewall/Permission Authorities

3.1 The site is web-based software designed to be compatible with all modern browsers, without the need for additional plug-ins or software to install and configure. There are no hardware or software requirements, or any restrictions other than access to the Internet.

3.2 IROL represents and warrants to the AHJ that the site is secure (SSL certified), and is hosted by a professional T3 hosting site with multiple redundancies and sufficient capacity to provide the services to the AHJ, SPs, and the POs within the jurisdiction.

Article 4: Terms and Conditions

This Agreement and subsequent use of the site are subject to IROL's Terms and Conditions, attached hereto as Attachment A.

Article 5: Governing Law

This Agreement shall be construed and governed according to the laws of the **State of Florida**.

Article 6: Assignability

This Agreement is assignable by IROL with the written consent of the district, which consent will not be unreasonably withheld. This agreement shall insure to the benefit of and be binding upon the successors and permitted assigns of the parties.

Article 7: Notices:

Unless otherwise notified, written communications between the parties shall be personally delivered or sent by certified mail, return receipt requested as follows:

To: Greater Naples Fire Rescue District
14575 Collier Blvd
Naples, FL 34119

To: IROL
1325 Satellite Blvd. Ste 1607
Suwanee, GA 30024

ATTACHMENT A: TERMS AND CONDITIONS

These Terms and Conditions of Use (the “Terms and Conditions”) are binding on all persons that access the website located at <https://www.InspectionReportsOnLine.net> (the “Website”) without qualifications or exceptions. By entering the Website, the user of this Website (the “User”) agrees to be bound by and shall be deemed to have accepted these Terms and Conditions, which the User acknowledges to have read and understood. If the User does not agree to any of the Terms and Conditions, the User may not enter, view or make use of the Website.

The following terminology applies to these Terms and Conditions, including the Privacy Statement and Disclaimer Notice contained herein and any or all Agreements: “Authority Having Jurisdiction,” “Property Owner,” “Service Provider,” “Client,” “User,” “You” or “Your,” refers to you; the person accessing this website and accepting the Company’s terms and conditions. “IROL Operations, Inc.,” “IROL-LLC.net,” “Inspection Reports Online,” “Ourselves,” “We” and “Us,” refers to our Company. “Party,” “Parties,” or “Us,” refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client’s needs in respect of provision of the Company’s stated services/products, in accordance with and subject to, prevailing United States Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore referring to the same. The word “Report” only refers to the life safety reports provided by this website.

We reserve the right to make any changes to the Website, its content and/or services offered through the Website at any time, and without notice.

The Website is owned by IROL Operations, Inc. and the User acknowledges that IROL Operations, Inc. or its licensors, are the proprietors of all intellectual property subsisting in, pertaining to, or used on the Website including, without limitation, patents, inventions, copyright, trademarks, goodwill and trade secrets.

IROL recognizes that this Agreement involves interaction with a public entity. Any oral or written information provided to the district, or its employees by IROL, may be subject to public inspection, under the laws of the **State of Florida**, other applicable law, and may be subject to records retention laws. If a request for IROL’s information is made, the district will notify IROL of such request. If IROL intends to claim an exemption to applicable FOIA laws, IROL must provide the district with the applicable exemption it believes exists and IROL will be solely responsible for taking any and all steps necessary, including court action, to establish that the information is not subject to public disclosure.

Effective Date

These Terms and Conditions are **effective as of 06/03/2024**. We reserve the right to change them by posting a revision on this website.

Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company, on a need-to-know basis, only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. United States Law has created specific offenses for unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

Confidentiality

We will not sell, share, or rent your personal information to any third party or use your email address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Information will only be divulged to a third party, if legally required to do so, to the appropriate authorities.

Disclaimer, Exclusions and Limitations

The information on this website is provided on an “as is” basis. To the fullest extent permitted by law, this Company:

- Excludes all representations and warranties relating to this website and its contents, or which is or may be provided by any affiliates or any other third party, including relation to any inaccuracies or omissions in this website and/or the Company’s literature; and
- Excludes all liability for Initial Review services outsourced to in-house, or subcontracted qualified personnel by jurisdictions, or other users.

The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Identity Authentication

You are responsible for confirming the accuracy of the information you provide about each payment you send. You authorize IROL Operations, Inc., directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide a taxpayer identification number, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your Information against third party databases or through other sources.

Copyright

All intellectual materials, domain name, and trademarks contained on this Site are subject to the ownership rights of IROL Operations, Inc. and its affiliates. IROL Operations, Inc. hereby authorizes you to make a single copy of the content herein for your use in learning about, evaluating, or acquiring IROL Operations, Inc. services. You agree that any copy made must include IROL Operations, Inc. copyright notice. No other permission is granted to you to print, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify the content contained on this Site.

Waiver, Choice of Law and Venue

The failure of either party to assert a right hereunder, or to insist upon compliance with any term or condition, will not constitute a waiver of that right, or excuse any subsequent non-performance of any such term or condition by the other party. This Agreement shall be construed and enforced according to the laws of the **State of Florida**. The exclusive jurisdiction and venue for the resolution of all disputes, or the filing of any lawsuit arising out of, or regarding the Service Agreement, shall be the court of where the AHJ is located.

Force Majeure

IROL Operations, Inc. shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product, or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of IROL Operations, Inc. in the conduct of its business.

These terms and conditions form part of the Agreement between the Client and IROL Operations, Inc. Your accessing of this website and/or your submittal, review, copy, and email of Report(s) indicates your understanding, agreement to, and acceptance of the Disclaimer Notice and the full Terms and Conditions contained herein.



Service Agreement

To: Greater Naples Fire Rescue District

Date: _____

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Cost Structure

IROL's Third-Party ITM Reporting and Deficiency Remediation Service is a cost free service for the AHJ.

The AHJ has stated, that they would like to participate in Revenue Share.

The total submission fee will be **\$24.99**, paid for by the submitting Service Provider, which includes all administration and processing fees.

IROL to pay the AHJ **\$5.00** per report submitted on a monthly basis.

Should onsite training be preferred by client, all related travel and lodging expenses are to be agreed upon in advance by City and IROL.INC. All initial web-based training for AHJ and participating SPs are at no cost.

Assumptions and Additional Information

If any assumptions change or are found to be incorrect, the AGREEMENT may be modified by IROL, after discussion with the FD, and agreement on approach moving forward. All changes will be made by IROL in writing and signed off on by the FD prior to the commencement of any work.

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ACCEPTED

DATE

Jill Cotton – IROL President

Authorized AHJ Agent Signature

AGREEMENT ARTICLES

Article 1: Website Services Rendered

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2.4 Except as provided for herein, the reports filed through the website are not accessible by IROL or any of its employees, nor are they accessible by any third parties not expressly authorized by the submitting SP, PO or AHJ. With the AHJ's express written consent, IROL will access reports submitted for the purpose of Initial Reviews, and/or the collection of data needed to support requested analytics. Reports submitted to the AHJ may be subject to state or federal Freedom of Information Acts (FOIA) requests; however, it is the sole responsibility of the AHJ to determine if the requested documents are subject to disclosure pursuant to said acts.

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Article 3: Hardware, Software Requirements & Firewall/Permission Authorities

3.1 The site is web-based software designed to be compatible with all modern browsers, without the need for additional plug-ins or software to install and configure. There are no hardware or software requirements, or any restrictions other than access to the Internet.

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Article 4: Terms and Conditions

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Article 5: Governing Law

This Agreement shall be construed and governed according to the laws of the **State of Florida**.

Article 6: Assignability

This Agreement is assignable by IROL with the written consent of the district, which consent will not be unreasonably withheld. This agreement shall insure to the benefit of and be binding upon the successors and permitted assigns of the parties.

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Naples, FL 34119

To: IROL
1325 Satellite Blvd. Ste 1607
Suwanee, GA 30024

ATTACHMENT A: TERMS AND CONDITIONS

These Terms and Conditions of Use (the “Terms and Conditions”) are binding on all persons that access the website located at <https://www.InspectionReportsOnLine.net> (the “Website”) without qualifications or exceptions. By entering the Website, the user of this Website (the “User”) agrees to be bound by and shall be deemed to have accepted these Terms and Conditions, which the User acknowledges to have read and understood. If the User does not agree to any of the Terms and Conditions, the User may not enter, view or make use of the Website.

The following terminology applies to these Terms and Conditions, including the Privacy Statement and Disclaimer Notice contained herein and any or all Agreements: “Authority Having Jurisdiction,” “Property Owner,” “Service Provider,” “Client,” “User,” “You” or “Your,” refers to you; the person accessing this website and accepting the Company’s terms and conditions. “IROL Operations, Inc.,” “IROL-LLC.net,” “Inspection Reports Online,” “Ourselves,” “We” and “Us,” refers to our Company. “Party,” “Parties,” or “Us,” refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client’s needs in respect of provision of the Company’s stated services/products, in accordance with and subject to, prevailing United States Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore referring to the same. The word “Report” only refers to the life safety reports provided by this website.

We reserve the right to make any changes to the Website, its content and/or services offered through the Website at any time, and without notice.

The Website is owned by IROL Operations, Inc. and the User acknowledges that IROL Operations, Inc. or its licensors, are the proprietors of all intellectual property subsisting in, pertaining to, or used on the Website including, without limitation, patents, inventions, copyright, trademarks, goodwill and trade secrets.

IROL recognizes that this Agreement involves interaction with a public entity. Any oral or written information provided to the district, or its employees by IROL, may be subject to public inspection, under the laws of the **State of Florida**, other applicable law, and may be subject to records retention laws. If a request for IROL’s information is made, the district will notify IROL of such request. If IROL intends to claim an exemption to applicable FOIA laws, IROL must provide the district with the applicable exemption it believes exists and IROL will be solely responsible for taking any and all steps necessary, including court action, to establish that the information is not subject to public disclosure.

Effective Date

These Terms and Conditions are **effective as of 06/03/2024**. We reserve the right to change them by posting a revision on this website.

Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company, on a need-to-know basis, only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. United States Law has created specific offenses for unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

Confidentiality

We will not sell, share, or rent your personal information to any third party or use your email address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Information will only be divulged to a third party, if legally required to do so, to the appropriate authorities.

Disclaimer, Exclusions and Limitations

The information on this website is provided on an “as is” basis. To the fullest extent permitted by law, this Company:

- Excludes all representations and warranties relating to this website and its contents, or which is or may be provided by any affiliates or any other third party, including relation to any inaccuracies or omissions in this website and/or the Company’s literature; and
- Excludes all liability for Initial Review services outsourced to in-house, or subcontracted qualified personnel by jurisdictions, or other users.

The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Identity Authentication

You are responsible for confirming the accuracy of the information you provide about each payment you send. You authorize IROL Operations, Inc., directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide a taxpayer identification number, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your Information against third party databases or through other sources.

Copyright

All intellectual materials, domain name, and trademarks contained on this Site are subject to the ownership rights of IROL Operations, Inc. and its affiliates. IROL Operations, Inc. hereby authorizes you to make a single copy of the content herein for your use in learning about, evaluating, or acquiring IROL Operations, Inc. services. You agree that any copy made must include IROL Operations, Inc. copyright notice. No other permission is granted to you to print, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify the content contained on this Site.

Waiver, Choice of Law and Venue

The failure of either party to assert a right hereunder, or to insist upon compliance with any term or condition, will not constitute a waiver of that right, or excuse any subsequent non-performance of any such term or condition by the other party. This Agreement shall be construed and enforced according to the laws of the **State of Florida**. The exclusive jurisdiction and venue for the resolution of all disputes, or the filing of any lawsuit arising out of, or regarding the Service Agreement, shall be the court of where the AHJ is located.

Force Majeure

IROL Operations, Inc. shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product, or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of IROL Operations, Inc. in the conduct of its business.

These terms and conditions form part of the Agreement between the Client and IROL Operations, Inc. Your accessing of this website and/or your submittal, review, copy, and email of Report(s) indicates your understanding, agreement to, and acceptance of the Disclaimer Notice and the full Terms and Conditions contained herein.

BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

June 3rd, 2024

Greater Naples Fire Rescue District
14575 Collier BLVD
Naples, FL 34119

Re: “The Compliance Engine”

Dear Greater Naples Fire Rescue District:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, the Greater Naples Fire Rescue District (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three years, commencing **October 1st, 2024** (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

a. **Revenue Share Fees Option:** Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution plus any additional fees charged by Client. Brycer will collect ____% of the total fee charged. Brycer will remit to Client, on a quarterly basis, ____% of the total fees charged in connection with the third-party inspector’s use of the Solution. The amount of the fees due and payable to Brycer in connection with third party inspectors use of the Solution may be amended from time to time.

3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:

- **Availability.** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.

- **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.
- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [CLIENT] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: _____
Its: _____

Acknowledged and Agreed to this
____ day of _____, 20____:

[CLIENT]

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. Restrictions on Use. Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. Proprietary Rights. All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. Independent Contractor. Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. Reservation of Rights. Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. Use of Logos. During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. Confidential Information. Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. Brycer Warranty. Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. Disclaimer. All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. LIMITATION ON DAMAGES. **BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**
10. Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.