IROL

Service Level Agreement

Introduction: InspectionReportsOnline.net Inc. (referred to as "IROL") is a Software as a Service (SaaS) provider. IROL offers software solutions to facilitate prevention and community risk reduction. IROL is not a contractor but a provider of software services that enable users to capture essential information within the community.

Agreement: This Service Level Agreement (this "Agreement") is made on **(Date)**_____ by and between InspectionReportsOnline.net Inc. (referred to as "IROL") and the **Augusta Fire Department,** accepting the terms of this Agreement (referred to as "AHJ").

Available Services:

Third-Party Fire and Life Safety System Inspection, Testing, and Maintenance (ITM) Reporting	X	$0.00 No cost agreement
Inspector's Reporting and Preplan		
Fire Alarm Registrations		
Food Truck Registrations and Inspections		
Life Safety Risk Assessments		
Shared Revenue	X	
Other		

Third Party Reporting Fee: The AHJ will be participating in the Revenue Share program by adding an additional $6.00 to the Service Provider per-report fee.

The total submission fee will be $30.99 ($16.00 for Fire Extinguisher reports), paid for by the submitting Service Provider.

IROL to pay AHJ $5.00 per report submitted on a quarterly basis.

Deliverables: The service(s) and deliverables will be achieved through the software provided by IROL. All activities and outcomes are driven by the software as a service platform, ensuring efficient and accurate processing of submitted data. IROL does not create any of the data and information included in the solutions and is not responsible for, or make, any suggestions or recommendations with respect to any such data or information.

Software Deliverables:

- Ensuring reports/forms are processed through the IROL site within the authority's jurisdiction.
- Providing necessary system enhancements, updates, and maintenance for user operations.
- Providing user training and support to ensure efficient use of the software and to address any issues or questions that may arise.

- Generating detailed analytics and reporting capabilities to provide insights into inspection trends, compliance rates, and other critical metrics.
- Offering customizable workflows to accommodate the specific needs and regulations of each jurisdiction, ensuring seamless integration with existing processes.
- Implementing robust data backup and recovery solutions to protect against data loss and ensure business continuity.

AHJ Responsibilities:

- Mandate reports/forms submitted within their jurisdiction to be processed through the IROL site.
- Inform the submitting entity (i.e., Service Provider, Owner/Occupant) that reports/forms must be submitted via IROL per code or enforcement requirements.
- Commit the necessary resources and management involvement to support IROL's services such as staff and internet access.
- Make timely decisions and approvals as needed for IROL service(s) to move forward from Implementation through continued use.

Term: The Agreement term is three (3) years and automatically renews for a successive three years unless terminated by the AHJ with 90 days written notice. Termination for breach by IROL requires 60 days' notice, with a 30-day cure period.

Website Services Rendered: IROL operates [InspectionReportsOnline.net](https://www.InspectionReportsOnLine.net), facilitating code compliance and communication related to fire and life safety inspections.

Data Security and Confidentiality: IROL ensures secure data storage and limited access to reports. Reports may be subject to state or federal disclosure laws.

Hardware, Software Requirements & Firewall/Permission Authorities: The IROL site is compatible with modern browsers and hosted securely with multiple redundancies.

Terms and Conditions: The Agreement is subject to IROL's Terms and Conditions, effective from 3/14/2024.

Governing Law: This Agreement is governed by the laws of the State of Georgia.

Assignability: This Agreement is assignable by IROL with AHJ consent.

Notices: Written communications shall be sent to the respective addresses of the AHJ and IROL.

By accessing the website or submitting reports, the AHJ acknowledges acceptance of these terms and conditions, which can be found here: https://www.inspectionreportsonline.net/terms-and-conditions.html

Exhibit A: Terms and Conditions

The AHJ agrees to the Terms and Conditions of IROL's website use, effective 3/14/2024.

I. Use Restrictions: Client agrees to:

- Use the Solution solely for the benefit of Client.
- Prevent unauthorized use or disclosure of the Solution.
- Not sell, rent, or lease the Solution.
- Not use the Solution for unlawful purposes.
- Not interfere with Solution integrity or performance.
- Not reverse engineer or create source code from the Solution.
- Limit Solution access to Authorized Users.
- Not disclose Solution features except to Authorized Users.

II. Proprietary Rights: All rights to the Solution, any derivative works, and documentation remain with IROL. Client may not remove proprietary notices.

AHJ acknowledges and agrees that IROL is the sole and exclusive owner of any patents, trademarks, copyrights, and trade secrets embodied in the Solution, as well as all other property rights and interests inherent in or associated with the Solution.

AHJ acknowledges and agrees that any such data shall be retained by IROL for seven (7) years, or for such period otherwise required by law, whichever is greater. AHJ hereby grants IROL the right to use all data (including reports) for IROL's own advertising and promotional purposes, provided that IROL anonymizes and aggregates such data with other User data. IROL reserves the right to disclose data (including reports).

IROL acknowledges that the AHJ is the exclusive owner of all data, including reports, submitted to the AHJ's account.

III. Independent Entity: Both Client and IROL are independent entities and not agents, employees, or joint venturers of each other.

IV. Reservation of Rights: IROL reserves the right to modify the Solution and its policies.

V. Use of Logos: IROL may use Client's logos during the Agreement term.

VI. Confidential Information: Both parties agree not to disclose Confidential Information except as required by law. "Confidential Information" includes all technical or non-technical data, information, and material, regardless of format, medium, or source, regarding the facilities, systems, hardware, software, operation, business, financial affairs, products, services, customers, independent contractors and employees of IROL, and the users of the Solution, i.e., members, non-Member Users, and AHJs which AHJ may become aware of because of its use of the Solution. Confidential Information shall include building and inspection data, which is stored on IROL's servers, notwithstanding the fact that such data may be otherwise publicly available.

VII. IROL Warranty: IROL warrants that it will provide the Solution in a workmanlike, professional, and commercially reasonable manner as judged by the standards of the industry.

AHJ's exclusive remedy for any breach of the warranties made in this Agreement is the correction or replacement by IROL of the Services or repair of the non-conforming component of the Solution, whichever is applicable.

VIII. Disclaimer: IROL DISCLAIMS WARRANTIES EXCEPT AS EXPRESSLY STATED AND THE SOLUTION IS PROVIDED ON AN "AS IS" BASIS. IROL HEREBY DISCLAIMS ALL SUCH WARRANTIES EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE SOLUTION. WITHOUT IN ANY WAY LIMITING THE FOREGOING, ALL REVIEWS THAT IROL CONDUCTS TO NOTE DEFICIENCIES IN REPORTS SUBMITTED TO THE SOLUTION ARE PROVIDED WITHOUT REPRESENTATION OR WARRANTY, AND IROL DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH REVIEWS, AND AHJ ACKNOWLEDGES AND AGREES THAT NEITHER IROL NOR ANY OF ITS PERSONNEL OR CONTRACTORS THAT PROVIDE SUCH REVIEW SERVICES ARE RESPONSIBLE FOR, OR PROVIDE ANY GUARANTY, REPRESENTATION OR WARRANTY WITH RESPECT TO, THE SAFETY OR CONDITION OF ANY PROPERTY.

IX. Limitation on Damages: IROL'S LIABILITY IS LIMITED TO DIRECT DAMAGES AND IN NO EVENT SHALL IROL, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES BE LIABLE FOR ANY LOSS OF DATA, OR OTHER DAMAGES RESULTING FROM ANY DELAY IN OR NON-DELIVERY OF ANY DATA TRANSMISSIONS. IROL SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES WHICH ARISE FROM THE USE, OR INABILITY TO USE, THE SERVICES OR ANY BREACH OF ANY PROMISE, REPRESENTATION, OR WARRANTY, OR WHICH ARISE IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY, IROL'S LIABILITY TO AHJ SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY THE AHJ TO IROL IN THE 90-DAYS PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE.

X. Internet Risks: Client acknowledges risks associated with internet use and releases IROL from liability.

XI. Indemnity: IROL (the Indemnifying Party) shall defend the Client (including its officers, directors, employees, agents, and affiliates) against any damages, losses, liabilities, causes of action, costs, or expenses (including reasonable attorney's fees) arising from IROL's breach of this Agreement, or breach of its confidentiality obligations resulting in the unauthorized use or disclosure of the Client's confidential information. The Client shall notify IROL in writing of such loss, liability, claim, or cause of action as soon as reasonably practicable after becoming aware of it, and IROL shall promptly acknowledge such notice by affirming its indemnity obligation in writing. In the event IROL fails to render such acknowledgment within a reasonable period after being notified, or if IROL otherwise fails to indemnify the Client, the Client may seek counsel of its own choosing and shall be

entitled to recover reasonable attorney's fees, expenses, and costs involved in defending against such losses, liabilities, claims, or causes of action.

XII. Breach: Either party may terminate the Agreement in the event the other party breaches this Agreement and fails to cure such breach within thirty (30) days of written notice.

XIII. Illegal Payments: AHJ agrees not to accept illegal payments from IROL employees.

XVI. Beneficiaries: There are no third-party beneficiaries to the Agreement.

XVII. Force Majeure: Neither party is liable for failure to perform due to uncontrollable circumstances.

XVIII. Notices: Notices are effective upon receipt, transmission, or delivery.

XIX. Jurisdiction and Venue: This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, notwithstanding its conflicts of laws and provisions.

XX. Attorneys' Fees: Prevailing party entitled to recover legal costs.

XXI. Entire Agreement: This Agreement supersedes all prior agreements, notwithstanding any oral or written agreements to the contrary, including terms contained in any other documents exchanged between the parties.

XXII. Amendment: This Agreement may be amended in writing by both parties.

Signature Page

This Service Level Agreement (SLA) is entered into by and between:

Augusta Fire Department
3117 Deans Bridge Rd
Augusta, GA 30906
706-821-2929
jperkins@augustaga.gov

And

InspectionReportsOnline.net, Inc. (IROL)
1325 Satellite Blvd Suite 1607
Suwanee, GA 30024
331-454-7800

Effective Date: _____

By signing below, the parties acknowledge that they have read and understood the terms and conditions of this Service Level Agreement and agree to be bound by them.

AHJ:

_____

Printed Name

_____

Signature

_____

Date

InspectionReportsOnline.net, Inc. (IROL):

_____

Printed Name

_____

Signature

_____

Date