



Service Agreement

To: Aurora Fire Department
Date: 5/31/2023

Project Overview

This AGREEMENT outlines the scope of work, deliverables, pricing, responsibilities, and terms and conditions of the work. This Agreement is made on **DATE** by and between InspectionReportsOnline.net, INC dba IROL and the **Aurora Fire Department (FD)** collectively referred to herein as “parties.”

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

Project Scope

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

Project Scope: Deliverables, Responsibilities and Timeline

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

IROL Customer Responsibilities

Customer will be responsible for:

- It is understood by the parties that IROL generates most of its revenue for the ITM program from SP submissions. These revenues allow IROL to provide its ITM services at no cost to FD. During the term of this AGREEMENT, and any renewal thereof, IROL will not impose a fee on the FD for any reports which are filed for locations within the FD’s jurisdiction and will not increase the fee imposed on the SP without written consent from the FD.
- FD 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. FD will make a good-faith effort to inform SP’s that inspection reports must be submitted via IROL for all required system inspections.
- If the FD is implementing IROL’s Fire and Life Safety Risk Assessment, then registration by the Property Owner is required and necessary 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 meets 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 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 FD.

IROL’s base submission fee is \$19.99 per report paid for by the Service Provider. It is the request of Aurora Fire to share \$5.00 per submitted report, which will increase the total submission fee to \$27.99 per report. This fee includes IROL’s administrative costs associated with our revenue sharing.

Aurora Fire will receive payment from IROL on a quarterly basis in the amount associated with total number of submissions per quarter at the \$5.00 per submitted report.

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 AHJ, and agreement on approach moving forward. All changes will be made by IROL in writing and signed off on by AHJ prior to the commencement of any work.

Termination of the Agreement

The term of the AGREEMENT is three (3) years. At term-end, the AGREEMENT will automatically renew for three (3) years, unless terminated by the FD and with 90 days written notice. FD may terminate this AGREEMENT, in the event of a breach by IROL, with 60 days written notice, subject to IROL’s 30 days to cure the breach. In the event IROL fails to timely cure, IROL shall, within 30 days of the termination of this AGREEMENT, provide the FD a complete and up-to-date download of all available archived reports.

ACCEPTED

DATE

AHJ Authorized Agent Signature

Authorized IROL Representative

AGREEMENT ARTICLES

Article 1: Website Services Rendered

1.1. IROL is the legal owner and operator of the website <https://www.InspectionReportsOnLine.net> (the site). The site's functions and purposes are 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 includes 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 FD, 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 SP's.

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 FD 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 FD. With the FD'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 FD may be subject to state or federal Freedom of Information Acts (FOIA) requests; however, it is the sole responsibility of the FD 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. If IROL ceases business activities related to the web site, 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 report, and agrees that the report originator, the PO, and the FD, 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 FD 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 FD, SP's, and the PO's within the jurisdiction.

Article 4: Terms and Conditions

This Agreement and subsequent use of the site are subject to IROL's Terms and Conditions, which will be given to the AHJ as a separate attachment with this agreement.

Article 5: Governing Law

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

Article 6: Assignability

This Agreement is assignable by IROL with the written consent of the FD, which consent will not be unreasonably withheld. This agreement shall inure 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: Aurora Fire Department
5 E Broadway St
Aurora, IL 60505

To: IROL
1325 Satellite Blvd Suite 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, Privacy Statement and Disclaimer Notice and any or all Agreements: "Authority Having Jurisdiction," "Property Owner," "Service Provider," "AHJ," "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," refer to our Company. "Party," "Parties," or "Us," refers to both the AHJ and we, or either the AHJ or ourselves. All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to the AHJ in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the AHJ'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 web site.

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, and the User acknowledges that IROL Operations, 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 city, or its employees by IROL, may be subject to public inspection, under the State of **Illinois** or other applicable law, and may be subject to records retention laws. If a request for IROL's information is made, the city will notify IROL of such request. If IROL intends to claim that any such requested documentation is "Confidential Information" or confidential, proprietary, or trade secret information, as identified in Mont. Code Ann. §30-14-402, or otherwise under applicable law, it will be required to take 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 **8/8/2023**. 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. AHJs have the right to request sight of, and copies of, all AHJ 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.

Payment

Service Providers: PayPal, all major Credit/Debit cards as listed along with Bankers Draft and ACH transfers are all acceptable methods of payment. Our Terms are payment in full at the time a Report is submitted. Services Providers may modify payments on the Registration Profile page by clicking on the link to change your payment method and selecting from the available payment options. If a Bank Transfer is used as your Payment Method, you are requesting an electronic transfer from your bank account. For these transactions, IROL Operations will make electronic transfers via ACH from your bank account in the amount you specify. You agree that such requests constitute your authorization to IROL Operations to make the transfers. Once you have provided your authorization for the transfer, you will not be able to cancel the electronic transfer. IROL Operations has the right to resubmit any payment to an authorized company that is returned for insufficient or uncollected funds.

Unauthorized Transactions

Service Providers: If, for any reason, you feel that an unauthorized transaction has occurred, or an error has been made to your account please contact IROL Operations immediately. An unauthorized transaction is a type of error that occurs when money is sent from your Account that you did not authorize and that did not benefit you. In addition, other errors occur when money is either incorrectly taken from your Account or when transactions are incorrectly recorded. You are responsible for providing accurate information concerning your account and any information regarding payment methods, account numbers, expiration dates, and all other data pertaining to your account. IROL Operations and its affiliates will not be held liable for any false or misleading information provided by you or your representatives.

Identity Authentication

You are responsible for confirming the accuracy of the information you provide about each payment you send. You authorize IROL Operations, 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 and its affiliates. IROL Operations hereby authorizes you to make a single copy of the content herein for your use in learning about, evaluating, or acquiring IROL Operations services. You agree that any copy made must include IROL Operations 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 Texas. 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 FD resides.

Force Majeure

IROL Operations 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 in the conduct of its business.

These terms and conditions form part of the Agreement between the AHJ and IROL Operations. Your access 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.

