

**Inspect2GO's Master Service Agreement
(Version H)**

and

Inspect2GO System Performance Standards

Texas DIR Contract No. DIR-CPO-5238

MASTER SERVICE AGREEMENT
VERSION H

This Master Service Agreement ("Agreement") is made this _____ day of _____, 20__ between Inspect2go, Inc., a California Corporation with a principal office at 1001 Avenida Pico #C110, San Clemente, California ("Company"), and _____ with a principal _____ office _____ at _____ ("Customer").

WHEREAS, Company is engaged in the business of providing a full range of information technology services; and

WHEREAS, Customer desires to retain Company to perform information technology services and functions; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follows:

AGREEMENT

1. **Contracted Services.** This Agreement shall apply to the delivery of information technology services, support, and functions as further described in the Statements of Work (SOW) that may be proposed and approved by the parties. Any such approved SOW shall be incorporated herein by reference (the services and functions described in any SOW are hereafter referred to as the "Services"). In the event that the scope of the Services is expanded, revised, or modified, for any SOW incorporated herein, the parties shall prepare and sign an amended or new SOW (or change order), which likewise shall be attached hereto and incorporated herein by reference. Absent the execution of a SOW, this Agreement does not, in and of itself, represent a commitment by Customer to receive any Services from Company or pay Company any fees.

2. **Term of Agreement.**
 - (a) The term of this agreement shall be 5 years from the Effective Date set forth below or the earlier termination of this Agreement as provided for herein. If applicable, after the 5-year term of this Agreement has elapsed, and contingent upon continued funding and with the mutual agreement of both parties, this Agreement may be renewed by the Customer for an additional 5-year term, at the same rate, and upon the same terms, plus an increase in annual fees to account for inflation as indicated in this document. In the event that the SOW provides for a different Term, the SOW Term will control for that specific Statement of Work only.

 - (b) Either party shall have the option to terminate this Agreement, without cause, by providing one hundred twenty (120) days' notice of its intent to terminate the Agreement without cause. In the event that a SOW provides for a different termination notice period, the SOW termination clause will control for that specific SOW only.

- (c) The Agreement can be terminated for cause, as defined in paragraph 14(a) herein, at any time provided the alleged breaching party is provided an opportunity to cure the alleged breach in the manner set forth in paragraph 14(a) below or a Permitted Delay, as defined in paragraph 14(d) herein, does not apply.

3. Fees and Payment Terms.

- a. **Rates and Taxes.** Customer shall pay Company the fees set forth in the applicable SOW. Fees exclude federal, state, and local taxes, which Customer shall pay where applicable. Undisputed invoices are due within thirty (30) days of receipt.
- b. **Expenses.** Customer shall reimburse Company for reasonable out-of-pocket expenses incurred in performing Services. Company may charge for additional materials, services, third-party software, training, or hardware only with Customer's prior written approval.
- c. **Late Charges and Collection.** Past-due amounts accrue interest at 1.5% per month (or the maximum allowed by law, if less). Customer shall pay all collection costs, including reasonable attorneys' fees of not less than fifteen percent (15%) of the outstanding balance.
- d. **Recurring Fees.** Annual fees are invoiced and due in advance. The first year begins upon receipt of both purchase order and Year 1 payment. Subsequent annual fees are due on the same calendar date each year. Recurring fees are owed regardless of project status. Customer may cease recurring payments only for non-performance, in which case the Termination section applies.
- e. **Refunds.** All annual fees are earned upon invoice and payable in advance. Because Company commits substantial non-recoverable resources at contract start and renewal, all payments are non-refundable to the fullest extent permitted by law. No portion of any fee is subject to refund, credit, offset, or pro-rata reduction based on Customer's utilization, milestones, readiness, or early termination, except as required by law or in a written amendment expressly modifying this Refunds clause. The parties acknowledge pricing is based on this no-refund structure, and any refund obligation would result in unrecoverable losses exceeding contract value.
- f. **Non-Payment.** If payments are not current, Company may suspend Services and Customer must immediately discontinue use of the Software. Suspension does not limit Company's right to collect all amounts due.
- g. **Inflation Adjustment.** Year 2 fees remain at the amount shown in the proposal. Beginning in Year 3, annual recurring fees increase each year by the percentage change in the U.S. Department of Labor Consumer Price Index (CPI).

4. Specification and Out of Scope Services.

- a. Project work by Company initiates upon receipt of (1) purchase order, (2) initial payment, (3) signed MSA and (4) signed SOW. Company/Customer meetings will then be held to determine the exact software requirements. Company then drafts an SRS (System Requirements Specification, i.e., "Specification") for review by Customer. Project lead time then begins upon signed execution of SRS by both parties, which execution also serves as an amendment to the SOW.
- b. **Out-of-Scope Services.**
Any services, features, or deliverables not expressly included in the applicable SOW are

deemed out of scope. Company will not provide out-of-scope services unless documented in a mutually signed Change Authorization Order (“CAO”).

For any such services:

1. Company will charge additional fees at its then-current rates, and
2. Delivery dates will be extended by at least the amount of time between the initial purchase order and the execution of the CAO.

Examples of out-of-scope services include, without limitation, new or modified forms, permits, reports, data, functional requirements, hosting, server requirements, security features, access rights, process workflows, or any other requirements not clearly, completely, and accurately specified in the executed SOW.

Each CAO will set forth the additional fees and describe the changed or additional services. Once executed by both parties, a CAO becomes part of this Agreement with the same legal effect as the original SOW.

5. **Ownership.**

Customer Data: Customer retains all rights, title, and interest in and to the data, content, and records it enters into or generates through the Software (“Customer Data”). Company has no ownership rights in Customer Data. Company may access and use Customer Data solely to provide the Services, support, maintenance, and as otherwise permitted in this Agreement.

“Software” refers to all Software provided by Company for use by Customer, including without limitation all mobile applications, web-based applications, SaaS services, databases, servers, desktop and other software, nomenclature, screen designs, intellectual property, customizations, configurations, reports, and contents created, utilized, enhanced, or published by Company.

All Software shall become and remain in the exclusive possession and control of Company (except to the extent utilized by Customer in accordance with this Agreement). All Software provided by Company or used by Company in service to this Agreement shall remain the property of Company. All Company technology shall be and remain the exclusive property of Company. Customer shall acquire no ownership rights in any Software provided by Company.

Customer agrees to use the same safeguards against unauthorized use of the Company’s Software as it uses with respect to its own data and proprietary or sensitive information.

Customer receives only a non-exclusive, non-transferable license to use the Software for its internal business purposes as described in this Agreement and the applicable SOW. This license is limited strictly to the Term of this Agreement and any paid renewals. No perpetual license is granted. Company does not provide or license source code.

For Company-hosted deployments, Customer's access is provided as a SaaS service and will terminate immediately if this Agreement terminates or if fees are unpaid. For Customer-hosted or offline device deployments (e.g., installed on Customer servers or iPads), the license likewise remains valid only during the Term and any paid renewals, and terminates immediately upon termination or non-renewal of this Agreement. Continued use after termination is prohibited.

Customer agrees not to sell or commercialize any Software, Software features, or capabilities.

Customer represents and warrants to Company that any and all materials it has made or will make available to Company (including without limitation example checklists, inspection forms, documents, data, and reports) shall be free of proprietary claims or claims or potential claims of unauthorized use on the part of Customer, Company, or any third party.

Company shall not be limited in any way from selling, marketing, promoting, or commercializing products related to this project, or that utilize materials or other information provided by Customer, provided that specific, identifying information from Customer data is not disclosed.

Any use or improvement of the Software by Customer must be with the signed written permission of Company.

To the best of its knowledge, any material and intellectual property provided by Company does not infringe on the intellectual property rights of others.

No Competitive Use: Customer shall not disclose, demonstrate, or otherwise make the Software available to any competitor of Company, or use the Software to create, assist, or enable any competing product or service. Customer shall not use the Software, its features, screen designs, workflows, or output to train or develop any artificial intelligence system, machine learning model, or competing software. Any such use is outside the scope of this Agreement and requires Company's prior written consent.

6. **Independent Contractor.** The parties enter into this Agreement as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the parties. All Company employees who are assigned to perform services at any Customer owned or leased facility shall be considered to be an employee of Company only and will not be considered an agent or employee of Customer for any purpose. Company will be solely responsible for payment of all compensation owed to its employees, including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will any Company employee be eligible for or entitled to any benefits of Customer.

7. **Confidential Information.**

Each party agrees to keep confidential and not disclose to any third party any non-public information of the other party disclosed under this Agreement ("Confidential Information"). Confidential Information does not include information that is or becomes publicly available without breach, is rightfully received from a third party without restriction, or is independently developed without use of the other party's information.

For clarity, Customer Data remains the property of Customer as set forth in the Ownership clause, and Company's Software, technology, and methods remain the property of Company.

Each party may use the other's Confidential Information solely for performing under this Agreement and shall protect it with the same degree of care it uses for its own confidential information, but no less than reasonable care. Confidentiality obligations survive termination or expiration.

8. **Nonsolicitation of Employees.** Customer will not, either directly or indirectly (except through Company) solicit, hire, contact, or contract with any Company employee, contractor, subcontractor (collectively referred to as Staff) of the Company during the term of this Agreement and for a two (2) year period following termination thereof (hereafter the "Nonsolicitation Term"). Customer will maintain confidentiality of the names and contact information of all Staff.
9. **Customer Responsibilities.** In addition to any obligations and responsibilities described in the SOW or elsewhere in this Agreement, Customer shall be responsible for the following:
 - (a) To ensure that the necessary business and application knowledge is available and conveyed from the Customer's existing support team to Company's support team.
 - (b) Provide ready access to all appropriate computing platforms, servers, data, documentation, and personnel (i.e., end users and technical representatives) necessary to fully understand the current business systems and environments throughout the life of the engagement.
 - (c) Provide external communications capability and/or access to its work facility to enable Company's on-site project team to access the Customer's information technology system 24/7.
 - (d) Unless stated otherwise in the SOW, the software shall be hosted by Company. In regard to Customer-hosted versions of the software, Customer shall (1) provide unrestricted, unencumbered, 24/7 access to all servers, databases, software and other technology related to the project and (2) meet all technical requirements (for servers, databases, hardware, software and other technology) that are provided by Company at any time during the Term.
 - (e) Customer shall assign an employee or representative to be present at the work facility for any after hours or weekend Services provided by Company. In the event that Customer declines or fails to assign an employee or representative to be present during such hours, Customer waives any and all claims for any property damage or loss that occurs during such time that Company's employee(s) is on the Customer's work facility.
 - (f) Provide passwords and access to Company employees as needed.
 - (g) All third-party fees, if applicable, are the sole responsibility of the Customer, and Company is not responsible for any of these fees. Examples may include all fees related

to payments (banking fees, payment gateway, setup, payment processing, etc.), Apple Volume Purchase Program (or similar programs for Microsoft or Android applications), wireless/data connectivity, 3rd party hardware (iPads and other mobile devices), etc. Some projects have no third-party fees. Customer will purchase licenses for, or otherwise be responsible for the following, if applicable (to be discussed with Company):

- i. Publication of Mobile Apps: Customer (not Company) shall purchase and maintain the proper accounts with the technology provider for any offline-capable mobile app. In the case of Apple for example, this is the Apple Volume Purchase Program which may include an annual fee to be paid by Customer. Customer (not Company) will purchase this account and ensure that it is fully operational so that Company can publish the app for the customer's use.
 - ii. No Firewalls: The customer must remove any firewalls or other security or protective services on any equipment utilized by Company that in any way affect the installation, use or successful implementation of Company software. For example, if and iPad is used, there must be no software installed on the iPad that impedes the ability of the mobile app to be published and utilized on the iPad.
 - iii. Wireless service and data plans
 - iv. Payment Gateway and API (all banking, payment gateway, payment processing related software and fees are the sole responsibility of the Customer)
 - v. Domain(s) for hosting
 - vi. Any and all 3rd party software licenses (1) for use by the client and (2) those necessary for Company to perform its development, software integration, testing and maintenance.
 - vii. All third-party fees (if any) are the sole responsibility of the Customer and Inspect2Go is not responsible for these fees.
 - viii. Others (TBD)
- (h) Hardware – Provide and support
- I. All related hardware such as mobile devices, computer terminals, printers, etc.
 - II. Wireless connectivity of adequate reliability and bandwidth to utilize the software
 - III. Unless otherwise specified in the SOW, customer's field device shall be:
 - (1) iPad
 - (2) 32 GB
 - (3) Latest IOS
 - (4) Cellular/Data model
 - (5) Cellular/Data plan (high speed for multi-photo upload)
- (i) Data Protection, Security and Regulations – It is the Customer's sole responsibility, and it is not the Company's responsibility whatsoever, to specify any and all security, regulatory, data protection and all other legal and regulatory requirements (if any exist) of the entire system including but not limited to its data management, data handling and data storage. Other than the standard SSL Certificate, Role Based Access and unique Username/Password logins, the system meets no such requirements whatsoever, unless specifically stated in the Company's SOW. Customer agrees that in regard to this project, Company will not be provided with any data whatsoever that requires any data protection exceeding the data protection specifications described by the Company in this

document. Furthermore, the software does not meet HIPAA, 42 CFR Part 2, FedRAMP, TX-RAMP, WCAG, Accessibility or any other certifications, compliance requirements or guidelines.

- (j) Data Migration: If any data migration is required from Customer's existing systems, all data must be provided to Company by Customer, in full, prior to initiation of any work on the project, as part of the SOW, as follows:
- i. In a format specified by Company (typically CSV or SQL)
 - ii. Complete, normalized, categorized, clean and error free
 - iii. Provided in its complete and final form prior to the date of execution of the System Requirements Specification, with no changes or additions to the data whatsoever after the SRS is signed.
 - iv. Data extract will be treated as a one-time import process. That means all departmental data must relate to the same time period and contain all the dependency data/references. A consensus from all agency departments/users is needed for the same start date.
 - v. Properly formatted and consistent. For example: addresses shall be broken down by city, state, zip, etc.
 - vi. Only data is imported, with no images or files.
 - vii. Comprehensive, satisfying all data fields for all departments
 - viii. If the main data has references/lookups (as opposed to being self-contained in the main data extract), then separate extracts are needed for the lookup tables. Each extract shall be identified and separated: for example, each lookup table must have its own named extract file.
- (k) Project Manager - Customer will assign a Project Manager to be the primary contact person for Company. This individual will:
- I. Have full knowledge of Customer needs and full understanding of all project related documents
 - II. Set aside sufficient time to work with Company throughout the project
 - III. Have possession of (without delay) the equipment (connected computer and mobile device) for testing
 - IV. Create itemized, clear lists of bugs and issues that may not be caught by Company's in-house QC team
 - V. Have authority to approve final lists of test results/bugs/changes
 - VI. Be able to quickly and thoroughly respond to Company questions. 24-hour response is expected on most questions.
 - VII. Have authority to sign-off specifications (SRS, SOW) on behalf of Customer
 - VIII. Have authority to approve payments to Company

10. **Warranties/Disclaimers.** Company provides the Software and Services "as is" and disclaims all warranties, express or implied, including any warranties of merchantability, fitness for a particular purpose, and non-infringement. Company does not warrant that the Software or Services will be uninterrupted or error-free.

11. **Indemnification.** Customer shall indemnify, defend, and hold harmless Company and its officers, employees, contractors, and agents from and against any third-party claims, losses, liabilities, damages, costs, or expenses (including reasonable attorneys' fees) arising from or related to (i) Customer Data or other materials provided by Customer; (ii) Customer's use or misuse of the Software or Services; or (iii) Customer's violation of applicable law. Company provides the Software and Services "as is" and does not indemnify Customer for third-party claims.
12. **Limitation of Liability.** To the fullest extent permitted by law, Company's total aggregate liability arising out of or related to this Agreement will not exceed the fees paid by Customer to Company under this Agreement in the twelve (12) months immediately preceding the event giving rise to the claim (or, if the event occurs in the first contract year, the annual fee for that year). In no event will Company be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenue, goodwill, data, or business interruption, even if advised of the possibility of such damages. These limits apply regardless of the form of action (contract, tort, strict liability, or otherwise) and survive termination or expiration. Customer's payment obligations are not limited by this section.
13. **Termination.**
- (a) For Cause: Either party may terminate for material breach by written notice. Cure period: ten (10) business days for non-payment or Customer's solicitation of Company staff; thirty (30) calendar days for other breaches, provided corrective action begins within that time if full cure is not possible. Failure to cure allows termination in whole or part.
 - (b) For Bankruptcy: Either party may terminate immediately if the other becomes insolvent, enters receivership, bankruptcy, assignment for creditors, or if a substantial part of its property is seized or sold.
 - (c) Payments: Termination does not release payment obligations. All amounts invoiced or accrued remain payable, consistent with the Refunds clause.
 - (d) Permitted Delays: Neither party is liable for delay or nonperformance caused by circumstances beyond its reasonable control, including acts of God, government actions, labor disputes, utility or network failures, or third-party delays. Company's timelines extend as reasonably necessary if Customer fails to provide required information, approvals, responsibilities, or resources. Company will use reasonable efforts to meet schedules, but deadlines are not guaranteed.
 - (e) Third-Party Items: Company is not responsible for performance of third-party software, equipment, or services it does not supply.
 - (f) Continuation: Company will continue Services during any notice period unless otherwise agreed. If Customer directs work to stop, Customer must pay fees for that period. On termination, Customer shall pay for all Services performed and expenses incurred through the termination date.

- (g) Use of Software: Upon termination or expiration, all licenses immediately end and Customer shall cease all use of the Software. Company-hosted access ends immediately; Customer-hosted or offline deployments also terminate and further use is prohibited. No perpetual license is granted. Customer shall not disclose or demonstrate the Software to competitors, or use it to assist any competing product or service.

14. Miscellaneous Clauses:

(a) Database/Storage Limits

The Software is designed for standard operational use and includes the following maximum limits unless otherwise agreed in a separate SOW:

- Database size: up to 500 GB per environment.
- File storage: up to 250 GB per environment.
- Mobile device storage: up to 5 GB per device.

Use beyond these limits is outside the scope of this Agreement and may be provided only under a separate SOW at additional cost. Company has no obligation to support or host data, files, or device usage in excess of these limits.

- (b) Offline / Online Use: Unless expressly set forth in the applicable SOW, the Software requires continuous internet access. Customer is responsible for providing reliable connectivity and acknowledges that outages, weak coverage, or other network issues may disrupt use of the Software. Any offline functionality is limited in scope and provided “as is.” Company has no obligation to deliver or support offline use beyond what is expressly documented in the SOW.
- (c) Non-Restrictive Relationship. Company may provide the same or similar services to other customers and Customer may utilize other information technology service providers that are competitive with Company.
- (d) Waiver. The rights and remedies provided to each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by the other party shall not prejudice such party’s rights of termination or enforcement for any further or other’s default or violation or be deemed a waiver or forfeiture of those rights.
- (e) Notices. All notices required under or regarding this Agreement will be in writing and will be considered if delivered personally, mailed via registered or certified mail (return receipt

requested and postage prepaid), given by facsimile (confirmed by certification of receipt) or sent by courier (confirmed by receipt) addressed to the following designated parties:

If to Company: Company Name: Inspect2go _____ Attention: Paul Smith _____ Address: 1001 Avenida Pico #C110 _____ San Clemente, CA 92673 _____	If to Customer: Customer Name: _____ Attention: _____ Address: _____ _____
---	--

- (f) Severability. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.
- (g) Marketing: Company may list Customer’s name and logo in its client lists and marketing materials. Any additional quotes, case studies, or participation in promotional activities will be at Customer’s sole discretion.
- (h) Users: Use of the Software is limited to the specific Customer department or division identified in the SOW, and to its authorized personnel for internal business purposes only. No other departments, agencies, affiliates, contractors, or third parties may access or use the Software unless expressly permitted in the applicable SOW.
- (i) Integration: The Company’s product is stand-alone, and no software interfacing or communication with 3rd party software, or communication with 3rd party vendors, or any type of integration what-so-ever is included within the project unless it is specifically listed as a Software Integration Project in the SOW. 3rd party software examples include but are not limited to databases, permitting systems, financial software (AR/AP, Accounting, Payment Processing, Time Tracking, Payroll), Microsoft Products (Windows, Outlook, Office), email, GIS and any systems of other government agencies beyond the Customer (such as State of Federal systems). In regard to any Software Integration that is listed in the SOW, each 3rd party must provide to the Company fully functional APIs for their respective products that meet all of the Company’s needs. Any licenses need by company, or unforeseen costs related to such integration, is not included in the Company’s price, and such costs must be paid by Customer.
- (j) SaaS: Company technology is delivered via a SaaS (Software as a Service) business model. The software is not licensed to 3rd parties for resale. Company services are turnkey per the SOW. Unless specifically stated otherwise in the SOW, Company may utilize any technology stack that it chooses for the project.
- (k) Payment Integration – For systems with Payment Integration, Customer must provide:
 - i. A wildcard SSL certificate

- ii. Username/Password for Payment Gateway APIs (both sandbox for testing, and live)
 - iii. 3rd party tools shall be paid by customer (for PCI compliance, etc.)

- (l) Subcontractors: Company staff may include domestic or offshore contractors

- (m) Captions. The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

- (n) Entire Agreement. This Agreement and the SOW(s) and/or CAO(s) incorporated herein constitute the entire agreement between the parties and supersede any prior or contemporaneous communications, representations, documents (including, but not limited to customer-provided specifications), other communications, requests for proposals (RFPs or RFQs), 3rd party documents (such as purchasing cooperative contracts), emails or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. If any term or provision of this document is in conflict with the SOW(s), those portions of the SOW(s) shall prevail.

- (o) Amendments. This Agreement and the Exhibits may be amended only by an instrument in writing executed by the parties hereto. Any written work order submitted by Customer shall not amend the terms of this Agreement and will only be considered (1) a statement of the work to be performed; (2) set forth any deadlines or schedules; and (3) the additional fees to be charged, if any, for any out-of-scope work or services stated on the work order.

- (p) Dispute Resolution; Governing Law: This Agreement is governed by the laws of the State of California, without regard to conflicts of law rules. Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach thereof, shall be resolved by final and binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration shall take place in Orange County, California before a single arbitrator. Judgment on the award may be entered in any court of competent jurisdiction. Nothing in this section shall prevent either party from seeking temporary injunctive relief in a court of competent jurisdiction solely to preserve the status quo pending arbitration.

- (q) Supersedes Previous Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between the Company and Customer with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under

- (r) Successors and Third-Party Beneficiaries. This Agreement shall inure to the benefit of Company and Customer and any successors or assigns of Company and Customer. No third party shall have any rights hereunder.

- (s) Survival: The following provisions survive termination or expiration of this Agreement: Refunds, Payments, Ownership, Confidentiality, Indemnification, Limitation of Liability, Use of Software, and any other terms which by their nature are intended to survive.

- (t) Assignment: Customer may not assign or transfer this Agreement, in whole or in part, without Company's prior written consent. Any attempted assignment without such consent is void. Company may assign this Agreement without Customer's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

- (u) **Insurance Disclaimer.**
 Company is not an insurer of Customer's operations or data. Customer remains responsible for maintaining its own insurance coverage as it deems appropriate.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

	COMPANY	CUSTOMER
<u>Organization</u>	<u>Inspect2go, Inc.</u>	_____
<u>By</u>	Paul Smith _____	_____
<u>Title</u>	President _____	_____
<u>Signature</u>	_____	_____
<u>Date</u>	_____	_____

System Performance Standards

(Applicable to Inspect2GO SaaS Environments under DIR-CPO-5238)

Service Availability: Inspect2GO targets a minimum of 99.5% uptime per calendar month for all hosted production environments.

Definition: Service availability represents the percentage of total time during which the Inspect2GO SaaS platform is operational and accessible to authorized users, excluding periods of scheduled maintenance or events outside Inspect2GO's reasonable control.

Formula: $(\text{Total Time} - \text{Downtime}) \div \text{Total Time} \times 100$

Measurement: Uptime is monitored through our hosting infrastructure logs and automated alerts.

Reporting: Monthly uptime is monitored and reviewed internally; summary data may be made available to DIR customers upon request.