

## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement made and entered into this the 30<sup>th</sup> day of May, 2013 between the CITY of Greensboro, a municipal corporation of North Carolina ("CITY"), and BRYCER, LLC a Delaware limited liability company (BRYCER).

### **WITNESSETH:**

WHEREAS, in order to preserve and protect the public health and safety, and to satisfy the requirements of N.C.G.S. §160A-424, the CITY of Greensboro assumes inspection duties as provided in N.C.G.S. §160A-411, and the CITY is required to have periodic inspection schedules for the purpose of indentifying activities and conditions in buildings and structures that pose dangers of fire, explosion or related hazards; and

WHEREAS, pursuant to Section 104.1 of the North Carolina Fire Prevention Code, the fire code official is authorized to enforce the provisions of said code; and

WHEREAS, pursuant to Section 106.1 of the North Carolina Fire Prevention Code, , the fire code official is authorized to conduct such inspections as are deemed necessary to determine the extent of compliance with the provision of said code and to approve reports of inspection by approved agencies or individuals; and

WHEREAS, pursuant to N.C.G.S. 160A- 20.1, the CITY is authorized to contract with any corporation to carry out any public purpose that the CITY is authorized by law to engage in.

WHEREAS, pursuant to N.C.G.S. §§ 160A-4 and 160A-177, and applicable North Carolina law, the CITY has broad powers to include any additional or supplementary powers that are necessary or expedient carry its powers into execution and effect, and any enumerated powers are not exclusive or limiting of the CITY's broad authority.

WHEREAS, pursuant to N.C.G.S. §§ 160A-4 and 160A-177, and applicable North Carolina law the requirement of inspections reports being sent to the CITY and the payment of fees for filing such reports are included in the CITY's power to carry out its power to investigate life safety issues and concerns.

WHEREAS, pursuant to N.C.G.S. § 160A-20.1 the CITY is authorized to contract with a third party and require that such information be sent to the third party company for a fee.

WHEREAS, the CITY has adopted the provisions of the North Carolina Fire Prevention Code, current edition, adopted by the North Carolina Building Code Council and made the same applicable as the Fire Prevention and Control Ordinance of the CITY in Section 10-21 of the Greensboro Code of Ordinances and has made certain amendments to the Fire Prevention and Control Ordinance in Section 10-22 of the CITY of the Greensboro Code of Ordinances; and

WHEREAS, pursuant to the CITY's authority under N.C.G.S. §§160A-4, 160A-20.1, 160A-174, 160A-175, and 160A-177, the CITY Council of the CITY of Greensboro amended, Section 10-21, "Adoption," of the Greensboro Code of Ordinances to add, subsection (d) to provide that: "Records of all system inspections, tests and maintenance required by the referenced

standards shall be maintained on the premises for a minimum of three (3) years and shall be provided to the fire district through a third-party inspection reporting system, at a fee of ten dollars (\$10.00) per system, per annum.”

WHEREAS, pursuant to the CITY’s authority under N.C.G.S. §§160A-4, 160A-20.1, 160A-174, 160A-175, and 160A-177, and Section 10-21(d) of the of the Greensboro Code of Ordinances, the CITY of Greensboro desires to require fire inspection reports to be provided through a third party inspection reporting system, BRYCER.

WHEREAS, BRYCER desires to perform such services, is qualified to provide professional services and did submit a proposal to the CITY; and

WHEREAS, the CITY and BRYCER did reach mutual agreement as to the terms and conditions of such services;

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other as follows:

#### **Article 1**

- 1.1 The foregoing recitals are true and correct and incorporated herein by reference.

#### **Article 2 –Scope of Professional Services**

- 2.1 The CITY hereby engages BRYCER to perform the services set forth herein in Exhibit A, collectively known as the Scope of Services, attached hereto and incorporated herein by reference:

Exhibit A: Scope of Services

BRYCER’S proposal, entitled “The Compliance Engine Implementation Plan” dated, with the exception of Exhibit A attached thereto, is incorporated by reference herein. In the event of an ambiguity regarding the scope of services, the Proposal shall serve as parole evidence in the interpretation of the scope of services.

#### **Article 3-Payment**

- 3.1 CITY shall not pay any fees for use of the Solution.

#### **Article 4 - BRYCER Responsibilities**

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

- 4.3 **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 CITY (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 CITY a complete and secure (i.e. encrypted and appropriately authenticated) download file of CITY 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 CITY data. BRYCER shall not (a) modify CITY data or (b) disclose CITY data except as required by law.
- 4.4 **Retention of Information.** BRYCER will maintain all information entered into the database by third party inspectors for at least five (5) years from the time such information is entered into the database.
- 4.5 **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.
- 4.6 **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 CITY free of any charge or fee.

#### **Article 5. CITY Responsibilities**

During the Term, CITY shall be responsible for the following in connection with CITY's use of the Solution:

- 5.1 **Operating System.** CITY 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 CITY's equipment (the "CITY Access Software") and for the installation of network connections to the Internet. In addition to any other CITY Access Software requirements, CITY must use version Internet Explorer 7.0, Firefox version 3, Chrome 2 or Safari 4 (or more recent versions), in addition to having a pdf reader installed on machines to view attachments.
- 5.2 **Training.** CITY shall allow BRYCER at CITY's facilities to train all applicable personnel of CITY on the use of the Solution.
- 5.3 **Information.** CITY 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 CITY's jurisdiction for BRYCER's initial upload; and (b) quarterly updates to in a format acceptable to BRYCER in its discretion.
- 5.4 **Ordinances.** CITY shall take all actions necessary to amend all ordinances, codes, regulations and other applicable laws to require the use of the Solution by third party inspectors, to the extent allowed by applicable law.

## **Article 6. Special Terms and Conditions**

6.1 **Term of Agreement.** BRYCER will provide CITY with the Solution for three (3) years, immediately following the execution of this Agreement, or until terminated in accordance with the Agreement (the "Term"). Following the expiration or termination of the Term (as provided herein), CITY shall stop using the Solution; provided, however, BRYCER shall make available, and CITY shall have the right to download, CITY's data from the Solution for a period of 30 days after the expiration or termination of the Term.

6.2 **Termination.** This Agreement may be terminated by the CITY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the CITY until said work or service(s)/Task(s) is completed and accepted.

A. **Termination for Convenience.** In the event this Agreement is terminated or cancelled upon the request and for the convenience of the CITY with the required 30 day advance written notice, the CITY shall have no further obligation to BRYCER.

B. **Termination for Cause By CITY.** The CITY may terminate the whole or any part of this Agreement if BRYCER or its subcontractor(s) fails to perform the service(s) within the time and manner specified in the Agreement or if BRYCER fails to perform any of the other provisions of this Agreement or fails to make progress so as to endanger performance of this Agreement in accordance with its terms; and BRYCER does not cause such failure to be corrected to the satisfaction of the CITY within a period of fifteen (15) days after receipt of written notice thereof from the CITY. The 30-day advance notice requirement is waived in the event of termination for cause.

B. **Termination for Cause by BRYCER.** BRYCER may terminate the whole or any part of this Agreement if the CITY or its subcontractor(s) fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performance of this Agreement in accordance with its terms; and the CITY does not cause such failure to be corrected to the satisfaction of BRYCER within a period of fifteen (15) days after receipt of written notice thereof from BRYCER.

6.3 **Subletting of Contract.** This Agreement shall not be sublet.

6.4 **Insurance and Bond.** BRYCER shall provide and maintain during the entire term of this Agreement insurance in the following types and limits. BRYCER shall not commence work under the Agreement until the CITY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(X)	General Liability	
(X)	Each Occurrence/Annual Aggregate	\$1,000,000/\$2,000,000
(X)	Products-Completed Operations	\$1,000,000
(X)	Personal & Adv. Injury	\$1,000,000
(X)	Fire Damage	\$100,000
(X)	Medical Expense	\$5,000
(X)	Contractual Liability	

- (X) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit \$1,000,000

- (X) **And the CITY of Greensboro and the Greensboro Transit Authority shall be named as additional insured as their interest may appear on the:**

- (X) General liability policy  
( ) Automobile liability policy

- (X) Workers' compensation insurance in accordance with North Carolina law, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.)

- ( ) Valuable papers with minimum limits of \$100,000.  
( ) Builder Risk insurance policy written on "all risk" perils.

- (X) Professional liability (medical malpractice, engineers, architect, BRYCER, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

- (X) Certificates of insurance shall provide that the insurance company or agent will provide for minimum of thirty (30) days prior written notice to the CITY of any change or cancellation of the required insurance.

- (X) Certificates of insurance shall identify the RFP number, contract, project, etc. in the Description of Operations section of Certificate.

- (X) BRYCER shall be responsible for subcontractors and their insurance.

BRYCER Liability Insurance policies shall be endorsed to add the CITY as an additional insured for General Liability Insurance. Additionally, BRYCER shall be responsible for payment of all deductibles and self-insurance retention on BRYCER Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall not be canceled, materially changed or renewal refused by BRYCER unless BRYCER provides at least thirty (30) calendar days written notice which is sent to the CITY by certified mail.

- 6.5 Indemnity. BRYCER shall indemnify and hold the CITY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of BRYCER to take out and maintain the above insurance. Additionally, BRYCER agrees for good and valuable consideration in accordance with this Agreement, and hold the CITY, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of BRYCER, its agents, employees or representative, in the performance of BRYCER'S duties set forth in this Agreement.

- 6.6 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 CITY 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.

Additionally, BRYCER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for BRYCER to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for BRYCER any fee, commission, percentage, gift, other consideration contingent upon resulting from the award or making of this Agreement.

- 6.7 Confidential Information. BRYCER and the CITY acknowledge and agree that in providing the Solution, BRYCER and the CITY, 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. 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. Notwithstanding the foregoing, the parties acknowledge that the CITY shall be permitted to comply with any and all federal and state laws concerning disclosure.

- 6.8 Disclaimer. All information entered into BRYCER's database is provided by parties other than BRYCER. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER THE CITY OR THIRD PARTY INSPECTORS. BRYCER MAKES NO OTHER 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.**

- 6.9 LIMITATION ON DAMAGES. **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. THE CITY**

**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.**

- 6.10 Risks Inherent to Internet. The CITY 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. The CITY 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. The CITY assumes these risks knowingly and voluntarily and indemnifies and holds BRYCER harmless from all liability from all such risks. Not in limitation of the foregoing, the CITY 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 the CITY; (3) the CITY's failure to timely or correctly install any updates to the CITY 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 the CITY's exclusive control.
- 6.11 Proprietary Rights. All right, title and interest in and to the Solution and 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. The CITY shall not remove any product identification or notices of such proprietary rights from the Solution. The CITY acknowledges and agrees that, except for the limited use rights established hereunder, the CITY has no right, title or interest in the Solution, the Derivative Works or the Documentation.
- 6.12 Return of Materials. Upon request of the CITY, but in any event upon termination of this Agreement, BRYCER shall surrender to the CITY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to BRYCER by the CITY pursuant to this Agreement.
- 6.13 No Damages for Delay. If the designated services identified herein have not been completed within the time specified herein, no interruption, interference, inefficiency, suspension or delay in BRYCER'S services for any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve BRYCER of its duty to perform or give rise to any right to damages or additional compensation from the interruption, interference, inefficiency, suspension or delay in the commencement or progress of such services shall be the right to seek an extension to the schedule. This section shall expressly apply to claims for early completion as well as claims based on

late completion. However, the CITY reserves the right to cancel this Agreement if such action is deemed to be within the best interest of the CITY. BRYCER shall report any delays in writing to the CITY at the earliest possible time.

- 6.14 Accuracy. BRYCER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished hereunder. BRYCER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.
- 6.15 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.
- 6.16 Reservation of Rights. BRYCER reserves the right, in its sole discretion and with prior notice to the CITY, 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 the CITY are reserved to BRYCER, including the right to provide all or any part of the Solution to other parties.
- 6.17 Use of Logos. During the term of this Agreement, BRYCER shall have the right to use the CITY's logos for the purpose of providing the Solution to the CITY.

#### Article 7. General Conditions

- 7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford.
- 7.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.
- 7.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.
- 7.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.
- 7.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.
- 7.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce each and every provision of this Agreement.

- 7.7 During the term of this Agreement BRYCER assures CITY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, in that BRYCER does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against BRYCER'S employees or applicants for employment. BRYCER understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.
- 7.8 BRYCER shall at all times comply with all Federal, State and local laws, rules and regulations.
- 7.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 7.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered; if delivered by hand or mailed by United States certified mail or sent by facsimile, addressed as follows:

If to BRYCER:

Matt Rice  
Principal  
BRYCER, LLC  
4355 Weaver Parkway, Ste. 100  
Warrenville, IL 60555  
(630) 413-4932

If to CITY:

David Lindsay, Fire Marshal  
Fire Department  
CITY of Greensboro  
P.O. Box 3136  
Greensboro, NC 27402-3136  
(336) 373-2032

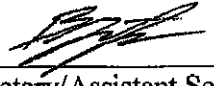
Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, facsimile, United States certified mail notice of election to change such address.

#### **Article 8 – Scope of Agreement**


- 8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in quadruplet originals with the appropriate corporate seal and affixed hereto.

ATTEST

  
Secretary/Assistant Secretary  
Printed Name: Bryan G. Schultz  
BRYCER, LLC

BRYCER

  
President  
Printed Name: Matthew B. Rice  
BRYCER, LLC

[Seal]

Recommended by: \_\_\_\_\_

Fire Marshal

CITY OF GREENSBORO

**ATTEST:**

Ed Dillard  
CITY Clerk/Deputy CITY  
Clerk

Gregory Grayson  
Fire Chief

This instrument has been pre-audited in the manner required by  
the Local Government Budget and Fiscal Control Act:

M/A ABV  
Deputy Finance Director

Approved as to form  
[Signature]  
Chief Deputy City Attorney

## EXHIBIT A - SCOPE OF SERVICES

### Service Description

#### Services:

BRYCER has built our company on the premise of service, service, and service! We take service so seriously that we require our employees to sign a service pledge and have dedicated a page on our website to *The BRYCER Advantage*, which outlines our service first mentality. For Greensboro, BRYCER will provide a dedicated account representative, implementation specialist, technology resource personnel and full access to the BRYCER service team. Services include, but are not limited to:

- Data migration service - Fully map Greensboro premise data into TCE to ensure data integrity with current operating system(s)
  - o Quarterly data updates
- Payment Processing - BRYCER will charge, collect and process all fees from ITM submissions associated with The Compliance Engine
  - 24/7/356 service provided at no-charge to Greensboro

#### Inspection, Testing & Maintenance Reporting Services:

Utilizing our proprietary, customized, secure, and revolutionary web-based application, The Compliance Engine will track and maintain all life-safety inspection testing & maintenance reports completed for properties located within the CITY. TCE will allow your department to administer compliance with your adopted fire prevention codes at no-cost to the fire prevention bureau.

Life safety system types for which reports may be submitted include but are not limited to:

- Fire Alarm Systems
- Automatic Sprinkler Systems
- Commercial Hood Cleaning
- Commercial Hood Suppression System
- Standpipe System
- Active Smoke Control System
- Special Suppression (Clean Agent)
- Private Hydrant System
- Fire Pump
- Emergency Generator
- Foam System

TCE will accept submission of reports on an annual, semi-annual, quarterly, monthly and even weekly basis. Submission requirements are based on current and future adopted code requirements.

Additional features of our Inspection, Testing & Maintenance Reporting services include:

- Electronically receive inspection, testing and maintenance reports for all life-safety systems within jurisdiction;
- Ensure only qualified contractors and inspectors are inspecting and servicing your constituents;
  - Manage all life-safety system testing reports from one simple dashboard;
- Email fire and life safety system impairment notifications - AHJ will receive an email for any reported system impairment within the CITY;
- Continuous system premise profile update - tracked and updated by contractor of record and Greensboro personnel
  - Complete record of all contractors working within your jurisdiction.

#### Notification Services:

BRYCER will process, print, and mail first class all property notifications without any administrative requirement by your department, on fire department letterhead. Optional email notifications can be sent if contact information is available. Records of all notifications will be stored in TCE. All notifications will be viewable, sortable & printable by members of your team and the contractor of record.

#### *Notifications include:*

Renewal notification - Sent to the property for EACH life-safety system due for service by a licensed contractor. Most AHJ's have this notification sent out 30 days prior to the due date of the inspection (this is customizable per AHJ). Contractor of record will also have a copy of this notification.

Overdue notification - Sent to property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Most AHJ's have this notification sent out 30 days past the last day of the month the system was due for service by a licensed contractor (this is customizable per AHJ). Contractor of record will also have a copy of this notification.

Deficiency notification - With the click of the mouse by the AHJ, a notification will be mailed to the property with the deficiencies automatically embedded into the notification logged by the licensed contractor and approved by the fire prevention official. Deficiencies can be added or removed based on the review by the fire prevention bureau's team. Contractor of record will also have a copy of this notification.

#### Analytics Services:

BRYCER and The Compliance Engine offer Greensboro more than just an online inspection report application. There is significant power in the data that is collected and aggregated through the reports submitted for the entire premise profile. BRYCER's compliance solution application converts data into information by aggregating the data into relevant and timely analytical reports. These reports will allow the fire department to

make strategic decisions and ultimately increase the safety of all fire department personal, residents and visitors.

Sample analytical reports include:

- **Compliance analysis report** - Are all your buildings compliant with your codes? The compliance analysis report will quickly identify all buildings that have deficiency reports submitted to TCE.
- **Past due premise report**- With the click of the mouse, the AHJ can review all life-safety apparatuses that are past due for inspection & testing.
- **Premise profile report analysis**- The power to see the entire landscape of installed life-safety systems within the jurisdiction
- **Contractor analysis report**- This report indicates what fire protection Contractors and inspectors are servicing the businesses in Greensboro, which is valuable in the event issues arise with a particular contractor or inspector. You will have the ability to track every business that each firm and inspector has serviced quickly and easily.
  - **Inspector license tracking report**- Are all the contractors working in Greensboro properly licensed? Track and analyze this licensing information utilizing the power of TCE.
  - **Custom report creation** - Because of the process used to match our premise data with your current operating systems, we have the ability to create customized reports within 24 hours to ensure that Greensboro has all the risk management and fire prevention information it needs to best service the community.

**Please Note:** All reports are exportable, printable, and can be emailed directly out of TCE by a secure verified user.

#### **Hosting & Security Service:**

BRYCER understands that the confidentiality, integrity, and availability of Greensboro's information are vital to your business operations and the success of our partnership. We use a multi-layered approach to protect all information, constantly monitoring and improving our application, systems, and processes to meet the growing demands and challenges of security.

With zero hardware or software to purchase, BRYCER will provide full hosting services for all data submitted by fire protection contractors and Greensboro. Hosting and security services include:

- Secure transmission and sessions (SSL encrypted)
- Network protection (firewalls, 3<sup>rd</sup> party verification, hacker prevention, verification)
  - Password protected entry
  - Disaster recovery (multiple backups)
  - Internal and 3<sup>rd</sup> party testing and assessments
  - Security monitoring

- Secure data centers (our service is collocated in dedicated spaces at top-tier data centers)
- Unlimited mobile access from any internet connected device
- Continuous, real-time, automatic data backup

## **EXHIBIT B - MAINTENANCE SCHEDULE AND MINIMUM SERVICE LEVELS**

### **1. Uptime and Maintenance.**

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

### **2. Response Time.**

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

### **3. Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

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