CaaS Pilot Program Terms

Compliance as a Service (CaaS) Solution

Document Control	
Document Title	CaaS Pilot Program Terms
Document ID	GOV-CORP-MSA-005
Version	1.0
Effective Date	November 2, 2026
Document Owner	Play 2 Gather, Inc.
Approved By	President (D. Yohn)

1. Pilot and Enrollment

These Pilot Terms apply only when a Service Order expressly identifies the CaaS Pilot. Client must affirmatively accept the Service Order incorporating the MSA, Emissions Addendum, and these Pilot Terms. Enrolled vehicles are identified by VIN in the accepted estimate or attached enrollment record. No automatic paid subscription or fleet expansion occurs.

2. Duration and Activation

Client pays a nonrefundable $175 activation fee per enrolled vehicle for device, cable, and configuration, subject to applicable law. Equipment remains P2G property and Client installs within five calendar days after documented delivery. Pilot begins on the fifth calendar day after delivery and ends at the earliest of 90 days, completion of the applicable pilot testing event for all enrolled vehicles, or mutual written early conclusion. Added pilot vehicles do not automatically extend the pilot. Subscription charges are waived during the pilot.

3. Services and Client Responsibilities

P2G configures equipment, checks available connectivity and testing status, and provides reasonable troubleshooting and one non-regulatory pre-check per pilot VIN at Client's Bakersfield location at no charge. Client maintains vehicles, reports installation and repair readiness, verifies official CTC-VIS records, and meets CARB deadlines. Client must notify P2G of special CARB notices within three business days of receipt or sooner when testing is required by a deadline. No passing result or continuous monitoring is guaranteed.

4. Remote Retesting and Fallback

Technically supported remote retesting is included; Client must notify P2G of a failed event during the active pilot to qualify. Completion after pilot end may occur solely to satisfy that same event. If P2G verifies a device, configuration, or compatibility problem attributable to P2G, the pilot includes one conventional test and one retest if the first test fails for that affected VIN and event. Vehicle defects, readiness, client installation, and independent third-party outages do not qualify. Scheduling is commercially reasonable; Client retains deadline responsibility.

5. Travel and Additional Work

Conventional fallback travel up to 30 round-trip miles is included; routes exceeding 30 round-trip miles are billed at $2 per round-trip mile for the entire route. Other client-requested work may be charged at disclosed applicable rates. Third-party tests arranged by Client are at Client expense unless P2G expressly authorizes reimbursement.

6. End of Pilot and Equipment

Pilot services end under Section 2. P2G may, but is not required to, leave automated services operating between the pilot and a separately accepted subscription; doing so creates no extension or complimentary conventional fallback. P2G may electronically authorize temporary retention of devices while subscription paperwork is completed and may withdraw authorization by written notice requiring return within 15 days. Otherwise, Client consolidates equipment at Client's Bakersfield location within 15 days after pilot termination for pickup by P2G, or Client may pack and ship equipment to P2G's designated Bakersfield location, at Client's expense and transit risk. Unreturned, lost, or client-damaged assemblies may incur a reasonable $225 replacement charge, without double recovery or charges for P2G/manufacturer defects.

7. Subscription Transition

Pilot activation fees are not charged again when the same functioning equipment and VIN move directly into an accepted 24-month subscription. New VINs incur standard activation. Pilot participation does not reduce the subscription term or bind Client to subscribe.

8. Delivery, Inspection, and Troubleshooting

Delivery means documented physical receipt at Client's designated location, evidenced by carrier tracking or delivery acknowledgment. Client must inspect for visible damage, shortages, or incorrect equipment and report them within five business days; latent defects must be reported when discovered. Client installation delays do not extend the pilot. P2G addresses verified P2G equipment or configuration defects; Client addresses vehicle, installation, and readiness issues.

9. Records and Transition Administration

P2G monitors only information made available through its authorized technology provider. The client independently accesses and verifies official CTC-VIS records; a provider status showing a test result is not independent proof of regulatory compliance. Client may request available service records, but P2G is not required to recreate unavailable provider data or obtain official records to which it lacks access.

If the pilot ends before subscription acceptance, P2G may suspend automated services or leave them operational at its discretion without extending pilot obligations. Temporary equipment retention requires P2G authorization, which may be withdrawn by written notice with 15 days to return equipment.