CaaS 24-Month Subscription Terms

Compliance as a Service (CaaS) Solution

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1. Enrollment and Commitment

These Subscription Terms apply when a Service Order expressly identifies the 24-Month CaaS Subscription and incorporates the MSA, Emissions Addendum, and these Terms. Client affirmatively accepts a 24-month commitment for each authorized VIN. P2G maintains VIN-level records of enrollment, delivery, commencement, and term end. New enrollment groups may have different commencement dates.

2. Pricing and Start Date

Activation is $175 per newly enrolled VIN; the subscription is $30 per VIN per month for 24 months, fixed during the initial term absent mutual written amendment. Pilot VINs using the same functioning equipment are not recharged activation. Each VIN's paid term begins the first calendar day of the month following documented physical equipment delivery; installation delay does not defer commencement. Initial payment is due upon acceptance, with monthly fees billed in advance. Complimentary automated testing may operate before paid commencement, but conventional fallback is not included before commencement.

3. Services and Client Duties

P2G supplies and configures compatible monitoring equipment, monitors available technology-platform status, coordinates commercially reasonable troubleshooting, and provides technically supported remote retests during active service. P2G sees only information made available by its provider and does not furnish official CTC-VIS reports it cannot access. Client installs within five calendar days of delivery, reports installation and repairs, maintains vehicle readiness, verifies CTC-VIS results, and meets regulatory deadlines. Client must forward special CARB notices within three business days, or sooner when needed. Platform login access is not included unless separately authorized.

4. Covered Conventional Fallback

For a verified P2G-attributable equipment, configuration, or compatibility failure preventing the required automated event, P2G includes one conventional test and one retest if the first fails per affected VIN per required CARB testing event. Fallback does not cover vehicle defects, readiness, client-caused issues, or independent platform/regulatory outages. P2G schedules commercially reasonably and does not guarantee completion by regulatory deadlines. Third-party tests obtained by Client are at Client expense unless expressly authorized by P2G.

5. Travel, Equipment, and Changes

Covered fallback travel within 30 round-trip miles is included; routes exceeding 30 round-trip miles incur $2 per round-trip mile for the full route. P2G owns the devices. Client protects

them and returns them within 15 days after termination at Client expense and transit risk. A reasonable $225 per-assembly replacement charge may apply to lost, destroyed, or unreturned equipment, without double recovery or charges for ordinary P2G/manufacturer defects. Client-caused reconfiguration or VIN substitutions require P2G approval; the standard $175 activation/reconfiguration fee applies unless waived. Approved substitute VINs inherit the remaining term.

6. Payment, Suspension, and Termination

Subscription fees continue during vehicle downtime, installation delays, and reasonable troubleshooting. After notice and cure opportunity for material nonpayment, P2G may suspend covered services while fees and the 24-month clock continue, and may terminate for continuing material default. Early termination of a VIN during its initial term incurs the lesser of (a) 50% of remaining unpaid subscription fees after the effective termination month or (b) six months of subscription fees, to the extent enforceable under applicable law; no double recovery. Termination is effective at month end and already-paid months are not charged twice.

7. Renewal, Technical Changes, and Exit

After the initial 24 months, service continues month-to-month; either party may terminate on at least 30 days' written notice, effective at month end without early termination charge. P2G provides at least 45 days' notice of renewal pricing changes. P2G may substitute functionally equivalent technology without materially reducing service or resetting fees or term, bearing ordinary migration costs. For unresolvable P2G-attributable technical infeasibility, P2G may release affected VINs without early termination charge and credit unused prepaid periods, subject to good-faith troubleshooting and applicable breach remedies.

8. Records, Authorization, and Regulatory Risk

Client retains official CTC-VIS compliance responsibility. P2G may use necessary VIN and testing information with authorized providers under the MSA confidentiality obligations. Client-requested out-of-scope work may be authorized through reasonably authorized operational personnel and billed at applicable rates, except SIM/configuration changes requiring disclosed prior approval. P2G does not promise reimbursement of CARB penalties, to the maximum extent permitted by law. Formal notices follow the MSA. A qualified successor to P2G's CaaS business may assume these terms with notice, materially equivalent service, and unchanged client pricing and remaining term, subject to applicable law.

9. Payment Timing and Enrollment Records

Monthly fees are invoiced in advance. Unless the accepted Service Order specifies otherwise, recurring payments are due the first Monday of each month, or the first Tuesday if that Monday is a recognized holiday. Initial payment is due upon acceptance. Each enrollment group is recorded with VINs, documented delivery, start date, and 24-month term end; additional groups may begin on separate dates. Annual or other prepayment requires mutual written agreement and does not shorten the term.

Client must report visible shipment discrepancies within five business days after delivery; latent defects must be reported upon discovery. P2G will use available platform diagnostics after Client reports installation. Client-caused delays do not defer the paid commencement date.

10. Equipment Handling and Cost Controls

Client may temporarily disconnect and reinstall equipment on the same VIN for maintenance, notifying P2G of resulting testing interruptions. Moving equipment to another VIN, changing SIM cards, or altering configuration requires prior P2G authorization. Client-requested SIM or configuration changes are billed only after disclosure and approval of applicable fees; covered P2G/manufacturer defects are corrected without a second activation fee.

Client removes, safely packages, and returns equipment to the designated Bakersfield return location within 15 calendar days after termination. Client bears shipment costs and risk until documented P2G receipt. A $225 assembly replacement amount is intended as a reasonable estimate of loss, not a penalty; actual recovery is subject to California law, no double recovery, and appropriate credit if reusable equipment is later returned.

11. Interruptions, Remedies, and End of Service

Ordinary vehicle downtime, delayed installation, and reasonable troubleshooting do not stop monthly billing or extend the term. P2G may suspend services after notice and cure for material nonpayment; the 24-month clock continues. The Client retains regulatory responsibility during suspension. If P2G determines in good faith, after reasonable troubleshooting, that a verified P2G-attributable technical problem makes service infeasible for a VIN, P2G may release that VIN without an early termination charge and credit unused prepaid amounts; applicable remedies for material breach remain available.

At termination, P2G may deactivate automated tests, monitoring, remote retests, and related service. The 15-day return period is administrative only and does not extend service or create free fallback rights.

12. Changes in Fleet and Service Provider

A clerical VIN correction that requires no reconfiguration may be documented without a fee. Actual VIN substitutions require P2G's written approval and normally incur a $175 activation/reconfiguration fee unless waived; an approved replacement VIN inherits the remaining original term. Sale, retirement, or removal of a VIN does not itself cancel the commitment. A new vehicle owner requires a new agreement; P2G may reduce the original client's charges if the new owner activates.

P2G may substitute functionally equivalent equipment or technology providers without a material reduction in service, additional activation charge, or restart of the term, bearing ordinary migration costs. P2G may transfer its CaaS operations to a qualified successor that assumes the obligations and maintains materially equivalent services, with client notice and unchanged agreed pricing and remaining term, subject to law.

13. Notices, Data, and Regulatory Outcomes

Client must review its own official CTC-VIS records and promptly report discrepancies between regulatory records and available provider status. P2G will reasonably coordinate investigation within its accessible platform data; P2G does not guarantee the operation or security of independent third-party systems. Client may request available service records, subject to ordinary retention and provider-access limitations.

Client remains responsible for regulatory penalties and corrective actions to the maximum extent allowed by law; P2G does not contractually guarantee reimbursement of penalties. This does not eliminate liabilities that cannot legally be disclaimed.