

STATE OF NORTH CAROLINA

AMENDMENT #3

COUNTY OF UNION

This Amendment, made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as “Client,” and ROK TECHNOLOGIES, LLC, a South Carolina limited liability company, hereinafter referred to as “ROK Technologies,” shall modify as indicated that agreement between the parties dated September 20, 2021, as amended, hereinafter referred to as the “Agreement.”

WITNESSETH:

WHEREAS, ROK Technologies and Client entered into an Agreement pursuant to which ROK Technologies would provide Client with implementation and managed services related to and in support of Client’s AWS environment and Esri ArcGIS® Enterprise software (the “Services”); and

WHEREAS, Client now desires to extend the term of the Agreement for one (1) year; and

WHEREAS, ROK Technologies is willing to continue to provide the Services during the extended term.

NOW, THEREFORE, in consideration of the parties’ continuing obligations under the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with the other as follows:

1. The parties agree to extend the term of the Agreement for one (1) year, beginning December 1, 2024, and ending November 30, 2025 (the “Extended Term”).
2. The parties further agree that the pricing for the Services for the Extended Term shall be \$13,160.00 per month, with the annual amount not to exceed \$157,920.00.
3. This Amendment shall be governed by the terms of the Master Service Agreement (“MSA”) and Service Level Agreement (“SLA”) between the parties dated September 20, 2021, as amended, including Exhibit A to the MSA and SLA. The MSA, SLA and related amendments are attached hereto and incorporated herein by reference.
4. Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect.
5. Each signatory below warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Amendment. Each signatory further warrants that the execution, delivery and performance by it of this Amendment and the Agreement has been duly authorized and approved by all requisite action of the party’s management and appropriate governing body.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals and caused this Amendment to be duly executed, this the day and year first above written.

UNION COUNTY

By: _____ (SEAL)
Brian W. Matthews, County Manager

ROK TECHNOLOGIES, LLC

By: _____ (SEAL)

Approved as to Legal Form RLM

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

1 Carriage Lane Suite B-201 | p 888-898-3404 | f 843.225-1813 | info@ROKtech.net



County of Union, NC Public
Works

Master Services Agreement

Version 1 | **9/7/2021**

Master Services Agreement

September 20, 2021

This Master Services Agreement (the “**MSA**”) is effective as of **September 1, 2021** (the “**Effective Date**”) by and between ROK Technologies, LLC (“**ROK**”) and Union County, NC (“**Client**”). ROK and Client are each individually referred to herein as a “**Party**” and collectively as the “**Parties**.” This MSA shall govern the Parties’ relationship as more fully described in Statements of Work (each, an “**SOW**”) agreed upon between the Parties pursuant to the terms of this MSA. This MSA anticipates the execution of various written SOWs and the following terms shall apply to such SOWs. The MSA, SOW and all exhibits, addendums and/or amendments thereto are collectively referred to herein as the “**Agreement**.”

1. RECITALS.

- A. ROK is in the business of architecting, hosting and managing the infrastructure for geographical information system—or “GIS”—computing systems for its business clients.
- B. Client seeks to hire ROK to provide certain Services in relation to Client’s own GIS Platform, and ROK desires to provide the same pursuant to the terms and conditions of this Agreement.
- C. NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

2. SELECT DEFINITIONS.

- A. “**Client’s Platform**” or the “**Platform**” means the collection of Client data and applications managed by ROK pursuant to this Agreement.
- B. “**Managed Services**” means the management of Client’s Platform by ROK pursuant to a Service Level Agreement.
- C. “**Non-Tenant**” means Client if Client’s Platform is not hosted by ROK—for example, if Client engages a third-party cloud service provider such as AWS or Azure, or, uses on-premises or similar Client-owned equipment to host Client’s Platform and contracts with ROK for Managed Services only.
- D. “**Professional Services**” means any and all Services rendered by ROK to Client pursuant to an SOW other than Managed Services, such as consultation, data assessment and recommendations, and so forth.
- E. “**Services**” means any and all Services rendered by ROK to Client pursuant to an SOW, including all Managed Services and Professional Services.
- F. “**Tenant**” means Client if Client’s Platform is hosted by ROK on ROK’s cloud-based systems.
- G. “**Service Level Agreement**” or “**SLA**” means a type of SOW that sets forth the specific terms applicable to ROK’s provision of Managed Services.

3. SERVICES.

- A. **Services.** Services will be provided by ROK pursuant to the terms and conditions of this Agreement and any applicable SOW—including, where applicable, a Service Level Agreement.
- B. **Subcontractors.** ROK may use subcontractors (under separate contract to ROK) to perform the Services, or portion(s) thereof.

4. SOWs.

- A. **Form of SOW.** ROK will not proceed with performing Services until both Client and ROK have signed the applicable SOW. Each SOW, once signed by both Parties, will become a part of this Agreement. Each SOW must be in writing and should include, at a minimum:
 - i. Description of Services and deliverables in sufficient detail to gauge the successful progress and completion of the Services;
 - ii. Period of duration, expected date(s) of completion (by phase/milestone or entire project) or delivery of deliverables, and/or other performance timetable;
 - iii. If applicable, designated means of performance, including identification of any particular roles or individuals required to participate in the Services;
 - iv. Resources required from Client for performance of the Services, such as access to

particular information, systems, or environments, involvement of specific personnel, and so forth;

- v. If applicable, acceptance criteria and testing period, permissible reasons for rejection and ROK's duty to remedy the same, if any;
- vi. Fees owed to ROK for the Services, along with method of computation (e.g., fixed fee or hourly rate) and timing/conditions of payment (e.g., milestone-based);
- vii. Description and estimated amounts of any significant reimbursable expenses expected to be incurred; and
- viii. Identification of the Client department responsible for overseeing the project and Client employee designated as project owner.

- B. **Amendment.** SOWs may only be amended by a written document signed by each Party's authorized representative, and per the change management procedures set forth therein.
- C. **Governance.** Each SOW will, upon execution by both of the Parties hereto, be incorporated into and become part of this Agreement. In the event of any conflict between this Agreement and any SOW, the terms and conditions of the applicable SOW shall control as to the specific deliverables and Services addressed in said SOW, and this Agreement shall control as to all other matters.

5. PRICING.

- A. **Pricing.** Prices for Services will be specified in one of the following, as applicable to the Services to be provided:
 - i. Those specified in ROK's then-current price list, less any applicable discount at the time of ROK's acceptance of an SOW;
 - ii. Those specified in a written price quotation submitted by ROK; or
 - iii. Those specified in the SOW; or
 - iv. Incidental extra fees agreed-upon by the Parties from time to time (for example, additional work authorized outside business hours or weekends).
 - 1. Premium rates outside normal business hours during the business week will be billed at one and one-half times the agreed upon labor rate.
 - 2. Premium rates on weekends and us holidays will be billed at twice the agreed upon labor rate.
- B. **Taxes.** All prices are exclusive of any taxes, fees, duties or other applicable amounts. Client shall pay the taxes related to Services purchased pursuant to this Agreement, or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes, if any, will be billed as a separate item on the invoice. ROK reserves the right to increase the fees for Services in the event Client determines any withholding tax obligation prevents ROK from receiving the specified prices for such Services pursuant to Section 5(a) above.

6. PAYMENT AND INVOICING.

- A. **Payment.** Unless otherwise indicated in an SOW, payment terms are due 30 days from receipt of an accurate invoice. Any sum not paid by Client within sixty (60) days from the date of the invoice will bear interest from the date of the invoice until paid at a rate of: (i) ten (10) per cent per annum or (ii) the maximum rate permitted by law, whichever is less. All payments are conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.
- B. **Invoicing.** As set forth below, ROK will invoice Client depending on the type of Services:
 - i. For Managed Services, unless otherwise agreed by the Parties in the applicable SOW, ROK will invoice Client for such Services, and payment will be due, in advance of performance of the same.
 - ii. For Professional Services, ROK will invoice Client per the SOW's invoicing schedule. Invoices may contain multiple milestones or a single invoice at the start or end of the project. Unless otherwise mutually agreed upon in writing or via a change management procedure, the total invoiced amounts for SOW milestones shall not exceed the total amount agreed upon in the SOW. If a SOW does not contain a milestone schedule, ROK will invoice

Professional Services performed under such SOW as set forth in such SOW.

- C. **Deposit.** ROK reserves the right to charge Client a deposit for payment on any SOW.
- D. **Disputed Charges.** Written notice of any disputed charge must be received by ROK within 20 days of the date of issuance of the invoice in question or Client forfeits the right to dispute the charge. This notice must include the invoice number in dispute, the item(s) and amount(s) disputed and a complete description of the basis for Client withholding payment. Notice of any disputed charge does not release Client from the obligation of paying any remaining balance of the invoice under the terms specified. Upon resolution of the disputed charge, ROK will issue a credit memo or Client will pay the total amount outstanding referenced by the dispute.
- E. **Collections.** If payment has not been received within the three-month period after the due date, ROK will have no other option but to undertake collection and enforcement efforts. If collection and enforcement efforts are undertaken by ROK, Client shall be liable for all costs thereof, including reasonable attorneys' fees. If Client is in arrears on any invoice, ROK may, upon giving notice, apply any deposit thereto and suspend, withhold or terminate further performance of Services until all arrearages are brought current.

7. TERM AND TERMINATION.

- A. **Term.** The term of this Agreement will commence on the Effective Date and, unless terminated pursuant to this Section 7, shall remain in effect until the later of one (1) year after the Effective Date or (2) sixty (60) days after completion of all rights and obligations by each Party under any SOW, so long as no other SOWs are outstanding.
- B. **Termination.** This Agreement, and any Services being performed hereunder, may be terminated immediately by either Party upon written notice:
 - i. If the other Party breaches any of the material provisions of this Agreement and the breach is not capable of being cured or after providing thirty (30) days written notice to the breaching Party if the breaching Party fails to cure such breach within such period;
 - ii. If the other Party: ceases, or threatens to cease to carry on business as a going concern; or becomes or may become the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to the whole or a substantial part of its assets; or an event similar to any of the foregoing occurs under applicable law;
 - iii. If, except as provided below, either Party assigns (by operation of law or otherwise, including merger) or transfers any of the rights or responsibilities granted under this Agreement, any support agreement, or any SOW, without the prior written consent of the other Party, or in the event of a sale of all or substantially all of such Party's assets, or transfer of a controlling interest in such Party to an unaffiliated third Party. Notwithstanding the foregoing: ROK reserves the right to subcontract Services to any affiliate or third-party organization to provide Services to Client, and ROK may assign this Agreement or all or any portion of its rights and obligations hereunder, to any affiliate of ROK; and/or
 - iv. If fees are not paid when due and payment has not been received within thirty (30) days after notice from ROK to Client of such past due payment, ROK may suspend or withhold the provision of Services until all amounts past due are paid in full, and/or immediately terminate this Agreement or any Services provided hereunder.
 - v. Upon termination or expiration of this Agreement ROK shall return all of Client's data to Client, in a non-proprietary and reasonably available format, within five (5) business days of the Agreement's termination. After receiving written confirmation of Client's receipt of such data, ROK shall ensure, and certify to Client, that all of Client's data still in its (or any related entities') possession is destroyed within thirty (30) days of Client's confirmation, unless applicable law prevents destruction of such data.
- C. **Change of Scope.** ROK reserves the right to change the scope and content of any of the Services upon ninety (90) days prior notice to Client. Such changes will become effective upon Client's renewal of the applicable Services.
- D. **Effect of Termination.**
 - i. If, following termination of this Agreement, the Parties execute an SOW, then any such SOW will be governed by the terms and conditions of this Agreement notwithstanding the

earlier termination of this Agreement, unless and until the Parties execute a new MSA to govern the SOW.

- ii. Each of the Services provided hereunder will terminate immediately upon termination of this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, the Parties' ongoing obligations under any non-terminated SOWs will continue through the end of their defined term, unless otherwise agreed by the Parties in writing.
- iii. Upon termination of this Agreement or any Services, Client shall pay ROK for all work ROK has performed up to the Effective Date of termination at the agreed upon prices, fees and expense reimbursement rates.
- iv. Sections 4(c), 6(e), 6(f), liability under Section 9, and Sections 10 through 16 shall survive termination of this Agreement.

8. BACKUPS; DATA LOSS OR CORRUPTION.

- A. **Tenant Backups.** For Tenants, backups will be performed and retained by ROK according to the schedule set forth in the SLA or other SOW.
- B. **Non-Tenant Backups.** For Non-Tenants, Non-Tenant shall be responsible for performing and retaining current backups of its systems and data. At its exclusive option, ROK shall be entitled to perform and retain its own backups of Client's systems and data according to the schedule set forth in the SLA or other SOW. Client understands and agrees that said backup by ROK is merely intended as a secondary backup and that Client, as the owner of the infrastructure, is expected to make primary backups at a frequency reasonably sufficient to protect Client's data and restore the same, if needed.
- C. **Data Loss or Corruption.** Whether Client is a Tenant or Non-Tenant, ROK is not responsible for any loss, alteration, destruction, damage, or corruption of data resulting from Client's introduction of a virus or other corrupting force (a "**Virus**"). Any warranty or service contract does not cover infection of any Client application or system with such as a Virus. For Non-Tenants, because the Client owns and controls the infrastructure of its systems, any virus not expressly introduced by ROK shall be deemed a Virus introduced by Client. ROK may, at its discretion, bill Client for the Professional Services required to remove a Virus and restore the system.
- D. **D. Security; Data.** See attached Exhibit A, which is attached and incorporated herein by reference.

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9. CLIENT RESPONSIBILITIES AND RESTRICTIONS.

- A. **Tenant responsibilities.** As a Tenant, Client shall be solely responsible for:
 - i. Confidentially maintaining an accurate and complete list of all individuals that are authorized by Client to have access credentials ("**Authorized Users**");
 - ii. The security and use of access credentials by the Authorized Users;
 - iii. The use of the Services by the Authorized Users in compliance with Client's responsibilities and restrictions under this Agreement;
 - iv. Employing all physical, administrative, and technical controls, screening, security procedures, and other safeguards necessary to securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Services and control of data, including the uploading or other provision of data for processing by the Services;
 - v. The content of the data provided to ROK or otherwise hosted by ROK for the Client under this Agreement, including without limitation ensuring that all such content is benign and suitable for hosting in a public cloud environment;
 - vi. Securing and maintaining all rights in the data provided to ROK or otherwise hosted by ROK for the Client necessary for ROK to provide Services without violating the rights of any third party or otherwise obligating ROK to Client or to any third party;
 - vii. Use of the Services in a manner that infringes, misappropriates, or otherwise violates any intellectual property right, privacy right, or other right of any third party including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any third party, or that violates any applicable law;
 - viii. Client's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Client

- or through third-Party services;
- ix. All access to and use of the Services directly or indirectly with or without Client's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use; and
 - x. Providing all cooperation and assistance as ROK may reasonably request to enable ROK to exercise its rights and perform its obligations under and in connection with this Agreement.
- B. Tenant restrictions.** As a Tenant, Client shall not, and shall not permit others to:
- i. Copy, modify, or create derivative works or improvements of the Services;
 - ii. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services to any third-Party without first obtaining approval from ROK, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - iii. Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part;
 - iv. Bypass or breach any security device or protection used by the Services or access or use the Services other than by an authorized user through the use of his or her own then valid access credentials;
 - v. Input, upload, transmit, or otherwise provide to or through the Services, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code;
 - vi. Damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, ROK systems, or ROK's provision of Services to any third Party, in whole or in part;
 - vii. Remove, delete, alter, or obscure any trademarks, specifications, documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services, including any copy thereof;
 - viii. Access or use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third Party including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any third-Party, or that violates any applicable law;
 - ix. Access or use the Services for purposes of competitive analysis of the Services, the development, provision, or use of a competing service or product or any other purpose that is to ROK's detriment or commercial disadvantage; or
 - x. Access or use the Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage.
- C. Tenant Responsibility for Certain Factors Affecting Uptime.** The service commitment and hourly or uptime commitment in any Service Level Agreement do not apply to any unavailability, suspension or termination of an included Service, or any other included Service performance issues: (i) caused by factors outside of ROK's reasonable control, including any force majeure event or internet access or related problems beyond the demarcation point of the applicable included Service; (ii) that result from any actions or inactions of Client or any third party, including failure to acknowledge a recovery volume; (iii) that result from Client's equipment, software or other technology and/or third party equipment obtained by Client, software or other technology (other than third-party equipment within ROK's direct control); (iv) that result from Client or third-party (including AWS) policies or protocols inherited by ROK; (v) relating to compliance with laws applicable to Client or Client's industry that are not generally applicable to information technology service providers; or (vi) arising from ROK's suspension or termination of Client's right to use the applicable included Service in accordance with the Agreement. If availability is impacted by factors other than those listed herein or used in ROK's monthly uptime percentage calculation, then ROK may issue a service credit to Client at its exclusive discretion.
- D. Non-Tenant responsibilities.** As a Non-Tenant, Client shall be solely responsible for:
- i. Confidentially maintaining an accurate and complete list of Authorized Users;
 - ii. The security and use of access credentials by the Authorized Users;
 - iii. The use of the Services by the Authorized Users in compliance with Client's responsibilities and

restrictions under this Agreement;

- iv. Employing all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Services and control the content and use of Client data, including the uploading or other provision of data for processing by the Services;
 - v. The content of data associated with or effected by Services provided by ROK, including without limitation ensuring that all such content is benign and suitable for hosting in a public cloud environment;
 - vi. Security, protection, and backup of data associated with or effected by Services provided by ROK; and
 - vii. Compliance with laws applicable to the use of data associated with or effected by Services provided by ROK;
 - viii. Use of Services in a manner that infringes, misappropriates, or otherwise violates any intellectual property right, privacy right, or other right of any third Party including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any third-Party, or that violates any applicable law;
 - ix. Set up, maintenance, and operation all Client systems in good repair on or through which the Services are accessed or used;
 - x. Providing ROK with such access to Client's premises and Client systems as is reasonably necessary for ROK to perform the Services;
 - xi. Client's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Client or through the use of third-Party services;
 - xii. All access to and use of the Services directly or indirectly with or without Client's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use; and
 - xiii. Providing all cooperation and assistance as ROK may reasonably request to enable ROK to exercise its rights and perform its obligations under and in connection with this Agreement.
- E. **Non-Tenant Restrictions** - as a Non-Tenant, Client shall not, and shall not permit others to:
- i. Copy, modify, or create derivative works or improvements of the Services;
 - ii. Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part;
 - iii. Damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services or ROK's provision of Services;
 - iv. Remove, delete, alter, or obscure any trademarks, specifications, documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services, including any copy thereof;
 - v. Access or use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third Party including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any third-Party, or that violates any applicable law;
 - vi. Access or use the Services for purposes of competitive analysis of the Services, the development, provision, or use of a competing service or product or any other purpose that is to ROK's detriment or commercial disadvantage; or
 - vii. Access or use the Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage.
- F. **All Clients.** Except to the extent caused by ROK's breach of this Agreement, Client is responsible for all activities that occur on Client's Platform or under all Client accounts, regardless of whether the activities are authorized by Client or undertaken by Client, Client's employees or a third party (including Client's contractors, agents or end users), and ROK is not responsible for unauthorized access to Client accounts.

10. WARRANTY; DISCLAIMER AND LIMITATIONS.

- A. **Services Warranty.** With respect to Services performed by ROK, ROK warrants to Client, unless otherwise specified in writing, that the Services as and when delivered or rendered, will conform to the standard of care exhibited by reasonably skilled contractors in the industry (network systems integration). Client shall notify ROK in writing within ninety (90) days after provision of the Services in question if any of the Services fail to conform to the standard of care set forth in this Agreement. The passage of the thirty (30) day period after provision of the Services without the notification described herein shall constitute Client's final acceptance of the Services.
- B. **Third-Party Product Warranties.** With respect to particular products manufactured or supplied by third parties to ROK for resale to Client, ROK MAKES NO WARRANTIES OF ANY KIND IN ADDITION TO OR EXCEEDING THE WARRANTY SUPPLIED OR OFFERED BY THE RESPECTIVE MANUFACTURER OR SUPPLIER, which shall be transferred or assigned to Client, if possible, and Client's recovery is limited to recovery against such manufacturer or supplier for breach of any applicable warranties of manufacturer or supplier. In the event of a claim by Client for breach of product warranty, ROK must follow the warranty policy established by the manufacturer. This policy may require return of the warranted item to the manufacturer for repair. At Client's request, ROK agrees to take all actions reasonably necessary or appropriate to secure Client's rights and to protect its interests under such third-party warranties. Work performed by ROK, not covered by product warranty, will be billed to Client at the applicable ROK rate.
- C. **Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. USE AND RELIANCE ON THE SERVICES ARE AT CLIENT'S OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, ROK EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY RELATING TO THE SERVICES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, ROK EXPRESSLY DISCLAIMS ANY THAT USE OF OR ACCESS TO THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, FREE OF DEFECTS, OR FREE OF TECHNICAL PROBLEMS.**

11. NON-SOLICITATION. During the term of this Agreement and for a period of one (1) year following the end of this Agreement, neither Party will (i) offer employment to any employee of the other Party; or (ii) attempt to directly or indirectly induce any employee of the other Party to terminate his or her employment. In the event of a breach of this section, money or damages may not be an adequate remedy, and, therefore, in addition to any other legal or equitable remedies, each Party shall be entitled to seek an injunction against such breach. The obligations set forth in this section are independent covenants and shall survive termination of this Agreement. Notwithstanding the foregoing, each Party shall be free to offer employment to any employee or subcontractor that directly contacts such Party in response to general public advertisements of employment opportunities (including the use of employment agencies and recruiters).

12. DISPUTE RESOLUTION.

- A. **Governing Law.** This Agreement, including without limitation this Agreement's interpretation, shall be treated as though this Agreement were executed and performed in the State of North Carolina, and shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflict of law principles. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either Party.
- B. **Venue.** The proper and exclusive venue for any judicial action between the Parties—including any remedies in aid of arbitration, such as a petition to compel arbitration or confirm an arbitration award—shall be the state and federal courts located in or nearest to Monroe, North Carolina
- C. **Legal Fees.** If any dispute arises between the Parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing Party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees, litigation costs (including arbitration fees and court fees), and any other relief it may be awarded, as permitted by NC law.

13. CONFIDENTIALITY.

- A. **Confidential Information.** "Confidential Information" shall mean and include all of the proprietary, non-public information of either Party disclosed pursuant to or in furtherance of this Agreement including but not limited to all Technical Information as defined herein, and any information relating

to markets, customers, products, patents, inventions, procedures, methods, designs, object code, data, programs, improvements, training materials, workflows, and works of authorship. Notwithstanding the foregoing, "Confidential Information" shall not include any information, that the recipient can demonstrate through its records (i) was in its knowledge or possession prior to disclosure by the discloser, (ii) was in the public domain at the time of disclosure or subsequently entered the public domain through no fault of recipient, or (iii) was disclosed to recipient by a third party with the right to make such a disclosure or (iv) meet the definition of a "public record" as defined by North Carolina law.

- B. **Duty of Nondisclosure.** It is expected that, appurtenant to this Agreement, each Party to this may disclose certain Confidential Information to the other Party. Each Party shall refrain from using or exploiting any Confidential Information of the other Party for any purposes or activities other than those specifically authorized in this Agreement. Each Party represents and warrants that it will hold Confidential Information in confidence and protect Confidential Information to the same extent and by the same means it uses to protect the confidentiality of its own proprietary or confidential information that it does not wish to disclose. Neither Party shall disclose or facilitate disclosure of Confidential Information of the other Party to anyone except its employees, independent contractors, or legal or tax advisors who are authorized according to this Agreement and who have a "need to know such information", or as otherwise required by law. Each Party shall ensure that the employees, independent contractors, or legal or tax advisors to whom the Confidential Information is disclosed comply with their obligations under this Agreement with respect to the Confidential Information.
- C. **Survival.** Each Party's duty of confidentiality with respect to all Confidential Information it receives hereunder will survive termination or expiration of this Agreement and will be binding upon each Party's successors and assigns. Upon termination or expiration of this Agreement, all Confidential Information made available hereunder, including copies thereof, shall be returned to the disclosing Party or shall be certified as destroyed at the request of the disclosing Party. The Parties may disclose, or may have disclosed, to each other, both orally and in writing or in other tangible form, certain confidential information with respect to each Party's business, as well as the Services provided under this Agreement. The Parties hereby agree to keep such information ~~and the terms of this Agreement~~ confidential.
- D. **Disclosure to Subcontractors.** Notwithstanding any other provision of this Section 19, ROK shall be authorized to disclose Client's Confidential Information to subcontractors, contractors or employees of a ROK entity who have a legitimate business need to have access to such information, only with the express consent of Client. ROK shall be responsible for any breach of this Agreement caused by any of its subcontractors, employees or agents.

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14. INTELLECTUAL PROPERTY.

- A. **Pre-Existing IP.** Each Party will retain the exclusive ownership of all of its pre-existing intellectual property, Confidential Information and materials, including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology that are owned by a Party prior to commencement of any Services hereunder, or that are otherwise developed by or for such Party outside the scope of this Agreement. Client may at any time, access and retrieve all of its data stored in ROK's (or any related entities') infrastructure.
- B. **ROK IP.** Except as otherwise expressly set forth in this Agreement or an applicable SOW, ROK owns and will continue to own all right, title, and interest in and to the Services, products, deliverables, data collection tools, reports, scripts, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology provided or developed by ROK (or a third party acting on ROK's behalf) pursuant to this Agreement, including modifications, enhancements, improvements or derivative works of any of the foregoing, regardless of who first conceives or reduces to practice, and all intellectual property in any of the foregoing (collectively "ROK IP").
- C. **Client IP.** As between Client and ROK, Client at all times retains all right, title and interest in and to all of Client's data and applications provided by Client to ROK hereunder, Client's pre-existing technology and all intellectual property that is developed by Client or by a third party on Client's behalf thereafter, other than ROK intellectual property.
- D. **Third-Party Products.** Third party products will always be owned by the applicable third party and will be subject to any applicable third-Party license terms.

15. GENERAL PROVISIONS.

- A. **Entire Understanding.** This Agreement, along with all Exhibits and Appendices incorporated by reference herein, and all SOWs executed by the Parties pursuant to this Agreement, contains the entire understanding of the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements and understandings, whether written or oral. There are no restrictions, promises, covenants, or understandings other than those expressly set forth herein, and no rights or duties on the part of either Party are to be implied or inferred beyond those expressly provided for. To the extent ROK is required to click to agree or accept any written terms of Client in order to provide the Services (e.g., accepting Client's website terms to access Client's designated environment), the Parties understand and agree that such act is the result of a technological requirement and is of no binding effect upon the Parties.
- B. **Severance.** If any provision of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected by such holding. The Parties agree to negotiate and amend in good faith such provision in a manner consistent with the intentions of the Parties as expressed in the Agreement, if any invalid or unenforceable provision affects the consideration of either Party.
- C. **Modifications and Additions.** No modifications or additions to the terms and conditions of this Agreement shall be binding unless in writing and signed by both Parties.
- D. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party may assign the terms or conditions of this Agreement to a third party, affiliated entity, or related division without the prior written consent of the other Party.
- E. **Notices.** All notices provided in connection with this Agreement will be in writing and will be delivered by email and either (i) certified or registered mail, postage prepaid and return receipt requested or (ii) overnight delivery courier (e.g., FedEx) and will be deemed effective upon receipt by the authorized representative at the address set forth above in the preamble, or at such other addresses as the Parties may designate by written notice to each other.
- F. **Force Majeure** – ROK may, without liability, suspend or delay performance of this Agreement on account of force majeure or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.
- G. **Waiver.** No waiver by either Party of any breach of this Agreement, no matter how long continuing or how often repeated, shall be deemed a waiver of any subsequent breach thereof, nor shall any delay or omission on the part of either Party to exercise any right, power, or privilege hereunder be deemed a waiver of such right, power, or privilege.
- H. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is duly executed as of the Effective Date by the following authorized representatives for each Party:

Accepted By:

ROK Technologies, LLC

Signature

DocuSigned by:

49204602FB304B2...

Printed Name

Jay Young

Title

Account Executive

Date

September 20, 2021

[CLIENT]

Signature

DocuSigned by:

A84957CDD7DF479...

Printed Name William M. Watson

Title

County Manager

Date

September 20, 2021

Exhibit A

D. Security; Data. In consideration of this Agreement, ROK warrants that it will employ information security best practices with respect to network security techniques, including, without limitation, firewalls, intrusion detection, and authentication protocols, vulnerability, and patch management. ROK additionally warrants that it will ensure that any data, data security, physical service security, data segregation, continuity of business, and other related operations, plans, protocols, and policies in this Agreement, or any Service Level Agreements are followed. ROK shall ensure that all of Client's data is stored and processed in the United States. ROK shall report to Client any use or disclosure of Client's data which is not authorized by this Agreement, including any reasonable belief that an unauthorized individual has accessed such data. ROK shall report such event without unreasonable delay and in no case later than the following: initially reported by telephone within twenty-four (24) hours of when ROK becomes aware of the event and report thereafter in writing within five (5) days of initial telephone call. As used in this paragraph, the phrase "becomes aware" shall mean the first day on which unauthorized use or disclosure of Client's data is known or reasonable should have been known by ROK to have occurred. ROK shall provide Client all such information related to such unauthorized use of access of Client's data, including a written report, as is reasonably requested by Client.

1 Carriage Lane Suite B-201 | p 888-898-3404 | f 843.225-1813 | info@roktech.net



County of Union, NC

AMAZON WEB SERVICES
(AWS), GIS Managed Services
Agreement

Service Level Agreement 2020-2021

1 Introduction

Businesses today are faced with the growing challenge of supporting end-user access to complex applications from a variety of locations, devices, and methods. Coupled with the fact that all organizations today require "Enterprise-Class" computing functionality, internal IT resources are pushed to their limits, often struggling to meet the service levels demanded by the business.

To help County of Union, NC ("**Client**") address these diverse needs, ROK Technologies ("**ROK**") provides GIS Managed Services that offer a flexible suite of extended maintenance and premium support offerings designed to:

- Proactively reduce the risks of costly downtime
- Ease resource and skillset constraints
- Simplify management
- Optimize system performance
- Improve productivity, security, compliance, and return on investment

This Managed Services Agreement or "**SLA**" will provide Client with access to trained and certified experts that can help thoroughly resolve pressing issues in a timely fashion and, thereby, aid Client in achieving its business objectives. In this manner, Client gains the benefit of a single point of accountability.

With fixed cost and flexible options for GIS Managed Services, ROK Technologies provides consistency and ensures Client is receiving the optimal benefit from its investments. ROK Technologies is honored to partner with Client and is committed to helping Client maintain the health and efficiency of its valuable IT resources.

2 Reactive Support

Reactive Support provides the services necessary to respond to and resolve support incidents reported by Client as they arise. ROK's goal is to quickly resolve incidents before they significantly affect business continuity. Typical incidents include, but are not limited to, the following:

- A system down condition in which system operation is disrupted or severely hampered
- Poor system performance that is impeding system and application operation
- Loss of connectivity to internal networks or Internet services
- An inability to access data residing on an external storage device

The scope and terms of ROK's Reactive Support services are described below in the following sections.

2.1 Scope of Service

The scope of ROK's Reactive Support services includes the tracking and management of customer-reported incidents, diagnosis and remediation of reported incidents, and assistance with system changes to the AMAZON WEB SERVICES (AWS) environment and the installed Esri Commercial off-the-shelf software ("**Esri COTS**"). The specific tasks associated with these activities are as follows:

2.1.1 Incident Tracking

1. Receive and respond to incidents reported by the Client in accordance with the service levels defined later in this document.
2. Record and track each incident in ROK's ticket management system.
3. Periodically report the current status of the incident to designated Client personnel.
4. Communicate the steps taken to ultimately resolve the incident.

2.1.2 Problem Diagnosis and Remediation

1. Collect information from Client regarding the nature of the incident, the circumstances under which the incident occurred, and its current and potential impact.
2. Investigate potential causes of the incident and diagnose the root cause where possible, drawing upon currently installed diagnostic tools as required.
3. Identify potential remedies for the incident based on the results of problem diagnosis.
4. Apply and test possible fixes in a systematic fashion until the incident is resolved or otherwise closed.
5. Engage vendor support as required to assist in troubleshooting and resolution and continue to manage the incident through to completion.

2.1.3 Configuration Assistance

1. Collect information from Client regarding the scope of the change requested, the motivation for the change, and the expected results.
2. Investigate the potential impact of the change, in terms of desired results and unintended consequences.
3. Determine the steps necessary to implement the change while mitigating risk.
4. Recommend a course of action to Client.
5. Upon authorization by Client, implement changes in accordance with the plan of action.
6. Record the change in accordance with Client's change management processes.

2.1.4 Esri COTS Application Upgrades and Patches

1. Upon request, ROK's Managed Services Team will upgrade and configure Esri COTS to the desired version. Additionally, upon request, ROK's Managed Services will install critical and optional patches as they are released.
 - a. ROK will communicate critical upgrade and patching opportunities for Esri COTS. If desired, both parties will work to schedule a day and time to complete the upgrade and/or patching that limits disruption of service.
2. Upon request, ROK's Managed Services will install and configure new Esri COTS as desired by Client. Managed Services hours will be consumed for this effort.

2.1.5 Customer Support

Customer Support: Tickets can be submitted 24hrs a day, 7 days a week via the **Client** portal which will be provided after execution of contract. Support tickets can also be called in 24hrs a day, 7 days a week via the toll-free number which will be provided after execution of contract.

2.1.6 Third Party Integrations

One of the benefits of having a managed service provider is that you'll always have a cloud-GIS expert on your side. This can be particularly beneficial when it comes to the complexities of integrating your GIS system with other third-party products. ROK's role in assisting you with these integrations includes the following:

- Addressing any IT considerations in relation to ArcGIS or your cloud environment (opening ports, configuring certificates, users, etc.)
- Providing reasonable third-party access as requested and defined by our customers

- Configuring the ArcGIS platform to be ready for integrations, as specified by the selected third party

3 Proactive Support

Proactive Support includes the administrative services necessary to maintain the supported equipment in working condition and protect the data stored thereon. The primary goal of ROK's Proactive Support is to reduce the risk of system failure and to mitigate the impact of unplanned outages should they arise. ROK Technologies shall render these services continuously over the life of the engagement, with most tasks occurring on a periodic basis with predetermined frequency. The scope, deliverables, and terms of ROK's Proactive Support services are described below in the following sections.

3.1 Scope of Service

The scope of ROK's Proactive Support and specific tasks associated with these activities are as follows:

3.1.1 *Dedicated Client Success Manager*

ROK's primary goal is to provide Client with flawless service, becoming an extension of Client's technical team of experts. Serving as Client's single point of contact, ROK Technologies assigned Client Success Manager's primary responsibilities shall include:

- Understanding Client's business needs
- Managing Client's ROK Technologies entitlements
- Accelerating the delivery of ROK's Technical Services
- Quarterly business review (QBR)

3.1.2 *Proactive Support Services*

ROK Technologies will provide resources skilled in the planned activities on the given month to come to help accomplish the objectives outlined during the planning session. Client and ROK Technologies realize these objectives will vary and change from month-to-month based on the current business needs and objectives. The ROK Technologies CSM will work with Client prior to resource scheduling to ensure proper skillset alignment to the current need. Note: Scheduling is subject to resource availability.

- **OS Updates and Patches** | ROK's Managed Services takes care of all your OS patching activities to help keep your resources current and secure. When updates or patches are released from your OS vendors our team applies them in a timely and consistent manner to minimize the impact on your business. Critical security patches are applied as needed, while others are applied based on the patch schedule you request.
- **Incident Management** | ROK Managed Services monitors the overall health of your infrastructure resources and handles the daily activities of investigating and resolving alarms or incidents. Committed to a 2-hour maximum response time, in the event of an instance failure, our team would take appropriate action to help minimize or avoid service interruption.
- **Back Up and Retention** | **BACKUP FREQUENCY:**

Back Up and Retention Duration		
Frequency	Time	Retention Duration
Daily	Every 12 hours	2 Weeks
Monthly	1 st Full VM Snapshot of the Month	12 Months
SQL Server		
Frequency	Time	Retention Duration
Daily	4 times daily	2 Weeks
Monthly	1 st Full SQL Backup of the Month	12 Months

- **Security Management** | ROK protects your information assets to help keep your Cloud infrastructure secure. With anti-malware protection, intrusion detection, and intrusion prevention systems, ROK's Team manages security policies per stack, and can quickly recognize and respond to any intrusion.

3.1.2.2 Customer Support

1. *Customer Support.* Tickets can be called in 24 hours a day, 7 days a week via the toll-free number which will be provided after execution of contract. Tickets may also be submitted any time via email or from the Customer Service Portal. Contact emails and Customer Service Portal information will be provided following execution of contract.
2. *Coverage Hours.* Live Support is available 8am to 5pm EST M-F ("**Support Hours**").
 - a. Customer Service Portal ("**Portal**"): ROK will provide to Client unlimited access to Portal support. Client will report Malfunctions by accessing the Portal and creating a service ticket or by sending an email to a dedicated support email address. A member of ROK's Support Staff ("**Support Staff**") will be assigned and Client will be contacted within in a timeframe defined by the severity of the Malfunction. If the Support Staff member handling a request is unable to provide adequate assistance to Client for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to Client's reasonable satisfaction. All support ticket activities, findings, and resolutions will be tracked in the customer portal for future reference.
 - b. Telephone Support Service: ROK will provide to Client unlimited access to 24/7 Telephone Support ("**Telephone Support**") via a toll-free number. Client will report Malfunctions by calling the Telephone Support number. A member of the Support Staff will be assigned to the Malfunction, and Client will be contacted within the timeframe defined by the severity of the Malfunction. In the event a Malfunction is reported outside of Support Hours, the on-duty Support Staff will be assigned and will contact Client within sixty (60) minutes of the original call. If the Support Staff member handling a certain request is unable to provide adequate assistance to Client for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to Client's reasonable satisfaction.
3. *Severity of Malfunctions.* ROK will correct Malfunctions as provided herein. "**Malfunction**" shall mean a failure by the Services to operate as required by this Agreement. "Services" shall refer to the Amazon Web Services (AWS) environment and/or the Esri Certified Off the Shelf software (COTS). The definitions of the Malfunction Severity classifications are as follows:
 - a. Severity Level 1: A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes a loss or corruption of data,

where either the entire company or large groups of users are affected.

b. Severity Level 2: A problem which causes the Services to be intermittently inoperative, disrupted or malfunctioning and which materially interferes with Client's use of the Services, for the entire company or large groups of users.

c. Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, for small groups or individual users, but which causes only a minor impact on Client's use of the Services and for which an acceptable circumvention is available.

d. Severity Level 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications.

4. *Correction of Malfunctions.* ROK will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Agreement. "Services" shall refer to the Amazon Web Services (AWS) environment and/or the Esri Certified Off the Shelf software (COTS). The definitions of the Malfunction classifications are as follows:

a. Report of Malfunction. With respect to a report of any Malfunction, Client personnel making such a report will describe to the Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, based upon the criteria of the Severity Definition, classify the Malfunction as a Severity Level 1, 2, 3 or 4.

b. Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Client's reasonable satisfaction through communication with the Support staff within two (2) hours after ROK receives the description of the Malfunction, ROK will: (1) escalate the problem to additional members of Support Staff and ROK's Client Success Manager; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to Client of the steps taken and to be taken to resolve the problem, the progress to correction, and the estimated time of correction, and update that report every two (2) hours until the Critical Malfunction is resolved.

c. ROK's Level of Effort. ROK will work continuously until any Critical Malfunction, of which a correction or workaround has not been achieved, has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within two (2) days ROK will work continuously, during normal ROK working hours, try to resolve any Severity Level 1 or 2 Malfunction. ROK and Client will mutually agree upon a schedule within which to resolve any Severity Level 3 or 4 Malfunction.

d. Action Required from ROK. For a Critical Malfunctions, ROK will work to provide an immediate correction, which will then be promptly implemented for the Client staff to test. For a Severity Level 3 or 4 Malfunction, ROK will provide a correction as promptly as reasonably achievable, and will seek to establish with Client a mutually agreed schedule for the correction to be provided.

Service/Activity	Service Level	Service Level Credit
Availability of the Services	Failure to comply with the Customer Support requirements outlined in section 3.1.2.2	10% of the monthly charge for the month of the failure.
Restore Time	In the event of unscheduled downtime caused by ROK Technologies, the system shall be restored and fully operational within four (4) hours. If the event is caused by an employee of Client, ROK will work to restore the environment within the 4-hour window and will communicate the action plan and updates to Client throughout the restoration. No penalty to ROK will be applied if downtime is caused by an employee of Client or Client Configurations, as defined in Section 8 below.	Should the action caused by ROK and lead to downtime in excess of 4 hours, Client shall receive credit for 10% of the monthly charge for the month of the failure.

4 Assumptions

ROK's delivery of the services defined by this Agreement is based on the assumptions described below. Any deviation from these assumptions might impact the scope of services to be provided and associated fees:

1. ROK Technologies shall primarily render Reactive Support services remotely, while making use of current technologies that provide remote access and control of the supported systems where available.
2. Client shall permit the use of remote access technologies that enable ROK Technologies to render services remotely.

5 Managed Services Billing Information

The Managed Services hereunder are billed on an annual basis. The billing amount for this SLA shall be based on the services described in the table below.

Item(s)	Term	Cost Per Month / Pay as you go
<u>AWS Infrastructure and ROK's Managed Cloud Services:</u> ArcGIS Server 8 vCPU 32 GB RAM ArcGIS Server 4 vCPU 16 GB RAM ArcGIS Server 4 vCPU 16 GB RAM- DEV Citrix Seats Citrix Server 8 vCPU 32 GB RAM DataStore Server 4 vCPU 16 GB RAM DataStore Server 4 vCPU 16 GB RAM- DEV FileServer/LM/CCC 2 vCPU 8 GB RAM Goevent Server 4 vCPU 16 GB RAM GeoEvent Server 4 vCPU 16 GB RAM-DEV Other 4 vCPU 16 GB RAM Other 4 vCPU 16 GB RAM Other 4 vCPU 16 GB RAM-DEV Portal Server 4 vCPU 16 GB RAM Portal Server 4 vCPU 16 GB RAM-DEV 22 Hours of Managed Services per month S3 1TB SQL 8 vCPU 32 GB RAM SQL 4 vCPU 16 GB RAM-DEV SQL 4 vCPU 16 GB RAM Storage/SnapShot SSD 100GB 250GB Storage/SnapShot SSD 100GB 250GB-Dev	12 months	\$12,434.45

WebServer 2 vCPU 8 GB RAM WebServer 2 vCPU 8 GB RAM WebServer 2 vCPU 4 GB RAM-DEV		
Annual total		\$149,213.00

Pricing based solely on the Cloud environment outlined in Section 11. Infrastructure needs will be reviewed ongoing. Should Client require a change in resources that differ from those listed, ROK Technologies, will work with Client to determine the hardware changes needed, and the associated costs/savings. All changes will be accepted in writing via signed amendment before being executed. Payments are due 30 days from receipt of invoice non-payment after 60 days will result in suspension of service.

September 20, 2021

The initial term of this SLA shall begin on **9/15/2020** and expire one year thereafter. Upon expiration, this SLA may renew for additional terms up to three years in duration upon the execution of an amendment to this Agreement signed by both parties. Termination of this SLA shall be governed by Section 7 of the MSA.

5.1 Billing Terms

The following terms shall govern the determination of fees associated with this Agreement:

1. Terms of payment are due thirty days from the receipt of an accurate invoice. Late fees will be applied on invoices greater than sixty (60) days from the date invoiced and can result in suspension of service.

6 Scheduling

As part of these offerings, ROK Technologies will conduct proactive scheduling with Client. As scheduling changes arise, Client shall contact ROK Technologies one (1) to two (2) weeks in advance where possible. The ROK Technologies Technical Operations Team will make a best effort to accommodate special requests.

7 Change Control Policy

As ROK Technologies and Client collaborate on this Managed Services Agreement, it is possible that either party will find reasons to change the scope of this Agreement. In the event that Client would like to discuss the addition or subtraction of specified, agreed upon services, Client will submit a Service Request to ROK. Client's ROK Technologies Account Manager will make contact within one (1) business day to review or schedule a review of this request.

8 Disclaimers

In addition to the disclaimers and limitations set forth in the MSA, Client understands and agrees as follows with respect to the Managed Services rendered hereunder:

ROK is not responsible for the loss of data caused by the action(s) of Client. Any warranty or service contract does not cover infection of any system with a virus introduced by Client. All work necessary for ROK to remove a virus will be billed to Client. Work performed under a service contract is governed by the terms of said service contract.

The uptime, support requirements, response times, and Service Level Credits set forth in this SLA shall not be binding upon ROK for any occurrence, failure of service, or other malfunction caused by any factor set forth in Section 9(c) of the MSA, Client, any employee, vendor or other agent of Client, or any system configuration under Client's exclusive control (for example, where applicable, external VPN, external authentication, external

access management, external environment peering, or Client’s specialized non-standard system software) (collectively, “**Client Configurations**”). ROK disclaims all responsibility for Client Configurations and Client assumes sole liability for any problem or error caused by the same.

9 Supported Environment

Infrastructure needs will be reviewed ongoing. Should Client require additional resources beyond those listed, ROK Technologies will work with Client to determine the additional hardware needed and the associated costs.

Description	Qty. Per Month	Specs
ArcGIS Server Federated	1	8vCPUs 32GB RAM
ArcGIS Hosting	1	4vCPUs 16GBRAM
Geoevent	1	4vCPUs 16GBRAM
Portal Server	1	4vCPUs 16GBRAM
Datastore	1	4vCPUs 16GBRAM
S-T Datastore	1	4vCPUs 16GBRAM
SQL Server	1	8vCPUs 32GB RAM
Web Adaptor	1	2vCPUs 8GBRAM
Web Server	1	2 vCPUs 4GB RAM
ArcGIS/ Image Server (County’s Server)	1	4 vCPUs 16GBRAM
Utilities/LM/Citrix Cloud Connector	1	2 vCPUs 8GBRAM
ArcGIS Server Federated Development	1	4vCPUs 16GB RAM
ArcGIS Hosting Development	1	4vCPUs 16GBRAM
Geoevent Development	1	4vCPUs 16GBRAM
Portal Server Development	1	4vCPUs 16GBRAM
Datastore Development	1	4vCPUs 16GBRAM
S-T Datastore Development	1	4vCPUs 16GBRAM
SQL Server Development	1	4vCPUs 16GB RAM
Web Adaptor/Server Development	1	2vCPUs 8GBRAM
S3 Storage	3 TB	
Citrix Server	1	8vCPUs 32GB RAM
Citrix Seats	6	
ROK’s Managed Services	22 hours	

10 Service Level Agreement Support Matrix

SLA Response Time Definition				
	1st response	2nd response	follow/update	final
1 - Critical	< 1 hour	< 2 hrs from 1st response	every 2 hrs until closed	closed
2 - High	< 1 hour	< 2 hrs from 1st response	< 2 hrs from 2nd response*	closed
3 - Medium	≤ 4 hours	≤ 8 hours	as needed*	≤16 hours closed
4 - Low	≤ 8 hours	as needed*	questions/feedback	≤16 hours closed
Hours are defined by normal 8-5 day			*a solution and time line will be agreed upon with the County of Union, NC Public Works	

SLA Severity Definition				
Severity - Affected users	Business impact			
	<i>High -problems that render services inoperative, causes significant interruption, or data loss</i>	<i>Medium - causes services to be intermittent or disrupted, which interferes with business</i>	<i>Low- causes the services not to function in accordance specs, with only minor impact</i>	<i>None - general questions and issues, and other lesser malfunctions</i>
High Severity - whole company is affected	1 - Critical	2 - High	3 - Medium	3 - Medium
Medium Severity - departments or large group of users affected	1 - Critical	2 - High	Level 4 - Low	4 - Low
Low Severity - one or a small group is affected	2 - High	3 - Medium	4 - Low	4 - Low

11 Acceptance & Integration with MSA

This Service Level Agreement constitutes the full agreement between ROK and Client for the Managed Services described herein. The attached "Exhibit A" is hereby incorporated by reference into this Agreement.

Upon execution by the Parties, this Service Level Agreement or "SLA" shall become a Statement of Work, or "SOW" issued under, integrated with, and governed by the Master Services Agreement between the Parties. Capitalized terms not defined in this Service Level Agreement shall have the meaning ascribed to them in the MSA.

The undersigned parties acknowledge their acceptance of this SLA and the terms and conditions described herein. Furthermore, the undersigned parties certify that they are authorized representatives of their respective companies with full authority to sign this SLA and enter into this Agreement on behalf of their respective organizations.

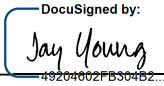
Services	Price
GIS Managed Cloud Services <i>includes all managed services outlined, AMAZON WEB SERVICES (AWS) hardware, and VDI</i>	\$12,434.45.00 per month
Annual Cost of Service	\$149,213.4

Contract Terms: 12

Payment Option: Annually x

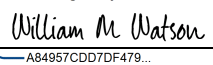
Agreed to and Accepted By:

ROK Technologies, LLC

DocuSigned by:
 Signature 
49204002FB30482...
 Printed Name Alexandra Coleman Jay Young


Title CEO
 Date September 20, 2021

For **[INSERT CLIENT NAME]**

DocuSigned by:
 Signature 
A84957CDD7DF479...
 Printed Name William M. Watson

Title County Manager
 Date September 20, 2021

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.


ADF45A3BB91A45E...
 Deputy Finance Officer

Approved as to Legal Form: KLC

Exhibit A

I. At ROK Technologies sole expense, ROK Technologies shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

\$1,000,000 Claims Made
\$3,000,000 Aggregate Limit

ROK Technologies shall provide evidence of continuation or renewal of Network Security & Privacy Liability Insurance for a period of two (2) years following termination of the Agreement.

II. **ADDITIONAL INSURANCE REQUIREMENTS**

- A. Before commencement of any work or event, ROK Technologies shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- B. ROK Technologies shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- C. It is the intention of the parties that the insurance policies afforded by ROK Technologies shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- D. Union County shall have no liability with respect to ROK Technologies' personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of ROK Technologies.
- E. Notwithstanding the notification requirements of the Insurer, ROK Technologies hereby agrees to notify County's Risk Manager at 500 N. Main Street, Suite #130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- F. The Certificate of Insurance should note in the Description of Operations the following:

Department: Information Technology
Contract #: 7247
- G. Insurance procured by ROK Technologies shall not reduce nor limit ROK Technologies contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. Certificate Holder shall be listed as follows:

Union County
Attention: Keith A. Richards, Risk Manager

500 N. Main Street, Suite #130
Monroe, NC 28112

- I. If ROK Technologies is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, ROK Technologies shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

- III. Indemnification. ROK Technologies agrees to protect, defend, indemnify and hold Union County, its officers, 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 of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of ROK Technologies, its officers, employees, subcontractors or agents. ROK Technologies further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

- IV. E-Verify. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. ROK Technologies shall ensure that ROK Technologies and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by ROK Technologies will be considered a breach of this Agreement, which entitles Union County to terminate this Agreement, without penalty, upon notice to ROK Technologies.

~~County of Union, NC Public Works~~ Union County, NC ("Client")

AWS, Tenant SLA

Int 

Service Level Agreement
Dec 01, 2022 - Nov 30, 2023

October 11, 2022





1501 Belle Isle Avenue,
Suite 110 PMB1047,
Mount Pleasant SC 29464
info@roktech.net

Managed Infrastructure

Name	Server Name	Qty	ENV	Uptime %	OS Storage (GB)	Data Storage (GB)	Server Size
Citrix Seat		12					
AWS - S3 Bucket - 1TB		3					
AWS - ArcGIS GeoEvent Server	unionnc-p-geoevent01	1	PRD	100	100	200	4 vCPUs 16GB RAM
AWS - ArcGIS Hosting Server	unionnc-p-ags-hst01	1	PRD	100	100	200	4 vCPUs 16GB RAM
AWS - ArcGIS Portal	unionnc-p-prt01	1	PRD	100	100	150	4 vCPUs 16GB RAM
AWS - ArcGIS Relational DataStore	unionnc-p-ds01	1	PRD	100	100	100	4 vCPUs 16GB RAM
AWS - ArcGIS Server	unionnc-p-ags-util01	1	PRD	100	100	200	8 vCPUs 32GB RAM
AWS - ArcGIS Spatiotemporal Datastore	unionnc-p-stds01	1	PRD	100	100	300	4 vCPUs 16GB RAM
AWS - Citrix Server	unionnc-p-ch02	1	PRD	100	100	250	8 vCPUs 32GB RAM
AWS - License Server	unionnc-p-cc-lm	1	PRD	100	100	100	2 vCPUs 8GB RAM
AWS - SQL Server	unionnc-p-sql01	1	PRD	100	100	300	8 vCPUs 32GB RAM
AWS - Web Server	unionnc-p-web01	1	PRD	100	60		2 vCPUs 8GB RAM
AWS - ArcGIS Image Server	unionnc-p-img01	1	PRD	100	100	200	4 vCPUs 16GB RAM
AWS - ArcGIS Server	unionnc-p-ags-cnty01	1	PRD	100	100	200	8 vCPUs 32GB RAM
AWS - Web Server	unionnc-p-webapp01	1	PRD	100	60		2 vCPUs 4GB RAM
AWS - ArcGIS GeoEvent Server	unionnc-d-geoevent01	1	DEV	50	100	150	4 vCPUs 16GB RAM
AWS - ArcGIS Hosting Server	unionnc-d-ags02	1	DEV	50	100	100	4 vCPUs 16GB RAM
AWS - ArcGIS Portal	unionnc-d-prt01	1	DEV	50	100	150	4 vCPUs 16GB RAM
AWS - ArcGIS Relational DataStore	unionnc-d-ds01	1	DEV	50	100	100	4 vCPUs 16GB RAM
AWS - ArcGIS Server	unionnc-d-ags01	1	DEV	50	100	100	4 vCPUs 16GB RAM
AWS - ArcGIS Spatiotemporal Datastore	unionnc-d-stds01	1	DEV	50	100	200	4 vCPUs 16GB RAM
AWS - SQL Server	unionnc-d-sql01	1	DEV	50	100	200	4 vCPUs 16GB RAM
AWS - Web Server	unionnc-d-web01	1	DEV	50	100		2 vCPUs 8GB RAM
AWS - Web Server	unionnc-p-webapp02	1	PRD	100	50		2 vCPUs 4GB RAM
Infrastructure Monthly Cost							\$7,190.00
Managed Services Monthly Cost							\$5,500.00
Annual total							\$152,280.00
Term							12 Months

Pricing based solely on the Cloud environment outlined.* Infrastructure needs will be reviewed ongoing. Should ~~County of Union, NC Public Works~~ require a change in resources and/or require additional managed services that differ from those listed, ROK Technologies, will work with ~~County of Union, NC Public Works~~ Client to determine the hardware changes needed, and the associated costs/savings. All changes will be accepted in writing via signed amendment before being executed. Payments are due ~~30 days from receipt of invoice non-payment after 60 days will result in suspension of service.~~**

Int  

*herein and in the Original SLA.

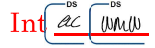
** and services may be suspended in accordance with Section 5.1 of the Original SLA.



* This SLA renews the Original SLA as provided in Section 5 therein. The provisions of this SLA also supersede Section 5 of the Original SLA related to Managed Infrastructure as set forth herein. This SLA also supersedes the total pricing for the SLA (for this renewal term) set forth in Section 11 of the Original SLA.

The initial term of this SLA shall begin on 12/01/2022 and expires in 12 months. ~~Upon expiration, this SLA shall renew for additional one-year terms unless either Party provides written notice to the other Party of its intent not to renew at least sixty (60) days in advance of the then current term.~~ Termination of this SLA shall be governed by Section 7 of the MSA. This SLA shall be governed by the terms of the MSA between the parties dated September 20, 2021, including Exhibit A thereto. This SLA shall also be governed by the terms of the SLA between the parties dated September 20, 2021 (the "Original SLA"), including Exhibit A thereto, unless superseded herein.

Contract Start Date: 12/01/2022



Contract End Date: 11/30/2023

Payment Option: Annually

Agreed to and Accepted By:

ROK Technologies, LLC

Union County, NC
~~County of Union, NC Public Works~~

DocuSigned by:
Alexandra Coleman
795F057307AA415...

Name: Alexandra Coleman

Title: CEO, ROK Technologies

Date: October 11, 2022

DocuSigned by:
William M Watson
A84957CDD7DF479...

Name: William M Watson

Title: City Manager

Date: November 14, 2022

Verification:

Approved as to Legal Form: BTI

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

DocuSigned by:
Elmer Culero
Deputy Finance Officer



Hold BOCC

AMENDMENT 2

~~County of Union, NC Public Works~~

Union County, NC ("Client")

Int. ^{DS} ac ^{DS} BWA

AWS, Tenant SLA

December 1, 2023 - November 30, 2024

Service Level Agreement

October 16, 2023



1501 Belle Isle Avenue,
Suite 110 PMB1047,
Mount Pleasant SC 29464
info@roktech.net

Union County NC

Service Level Agreement Renewal

December 1, 2023 – November 30, 2024

Pricing based solely on the Cloud environment outline herein and in the Original SLA. Infrastructure needs will be reviewed ongoing. Should Client require a change in resources and/or require additional managed services that differ from those listed, ROK Technologies, will work with Client to determine the hardware changes needed, and the associated costs/savings. All changes will be accepted in writing via signed amendment before being executed. Payments are due and services may be suspended in accordance with Section 5.1 of the Original SLA.

This SLA renews the Original SLA as provided in Section 5 therein. The provisions of this SLA also supersede Section 5 of the Original SLA related to Managed Infrastructure as set forth herein. This SLA also supersedes the total pricing for the SLA (for this renewal term) set forth in Section 11 of the Original SLA. The initial term of this SLA shall begin on 12/01/2023 and expires in 12 months. Termination of this SLA shall be governed by Section 7 of the MSA.

This SLA shall be governed by the terms of the MSA between the parties dated September 20, 2021, including Exhibit A thereto. This SLA shall also be governed by the terms fo the SLA between the parties dated September 20, 2021 (the "Original SLA"), including Exhibit A thereto, unless superseded herein.

Name	Server Name	Qty	ENV	Uptime %	OS Storage (GB)	Data Storage (GB)	Log Storage (GB)	Server Size
AWS - ArcGIS GeoEvent Server	unionnc-d-geoevent01	1	DEV	50	100	150		4 vCPUs 16GB RAM
AWS - ArcGIS GeoEvent Server	unionnc-p-geoevent01	1	PRD	100	100	200		4 vCPUs 16GB RAM
AWS - ArcGIS Hosting Server	unionnc-p-ags-hst01	1	PRD	100	100	200		4 vCPUs 16GB RAM
AWS - ArcGIS Hosting Server	unionnc-d-ags02	1	DEV	50	100	100		4 vCPUs 16GB RAM
AWS - ArcGIS Image Server	unionnc-p-img01	1	PRD	100	100	200		4 vCPUs 16GB RAM
AWS - ArcGIS Portal	unionnc-p-prt01	1	PRD	100	100	150		4 vCPUs 16GB RAM
AWS - ArcGIS Portal	unionnc-d-prt01	1	DEV	50	100	150		4 vCPUs 16GB RAM
AWS - ArcGIS Relational DataStore	unionnc-p-ds01	1	PRD	100	100	100		4 vCPUs 16GB RAM
AWS - ArcGIS Relational DataStore	unionnc-d-ds01	1	DEV	50	100	100		4 vCPUs 16GB RAM
AWS - ArcGIS Server	unionnc-d-ags01	1	DEV	50	100	100		4 vCPUs 16GB RAM
AWS - ArcGIS Server	unionnc-p-ags-util01	1	PRD	100	100	200		8 vCPUs 32GB RAM
AWS - ArcGIS Server	unionnc-p-ags-cnty01	1	PRD	100	100	200		8 vCPUs 32GB RAM
AWS - ArcGIS Spatiotemporal Datastore	unionnc-p-stds01	1	PRD	100	100	300		4 vCPUs 16GB RAM
AWS - ArcGIS Spatiotemporal Datastore	unionnc-d-stds01	1	DEV	50	100	200		4 vCPUs 16GB RAM
AWS - Citrix Server	unionnc-p-ch02	1	PRD	100	100	250		8 vCPUs 32GB RAM
AWS - License Server	unionnc-p-cc-lm	1	PRD	100	100	100		2 vCPUs 8GB RAM
AWS - S3 Bucket - 1TB		3						
AWS - SQL Server	unionnc-p-sql01	1	PRD	100	100	300		8 vCPUs 32GB RAM
AWS - SQL Server	unionnc-d-sql01	1	DEV	50	100	200		4 vCPUs 16GB RAM
AWS - Web Server	unionnc-p-web01	1	PRD	100	60			2 vCPUs 8GB RAM
AWS - Web Server	unionnc-p-webapp02	1	PRD	100	50			2 vCPUs 4GB RAM
AWS - Web Server	unionnc-d-web01	1	DEV	50	100			2 vCPUs 8GB RAM
AWS - Web Server	unionnc-p-webapp01	1	PRD	100	60			2 vCPUs 8GB RAM
Citrix Seat		12						
Infrastructure Monthly Cost								\$7,570.00
Managed Services Monthly Cost								\$5,500.00
Total Monthly Cost								\$13,070.00
Annual total								\$156,840

~~Pricing based solely on the Cloud environment outlined. Infrastructure needs will be reviewed ongoing. Should County of Union, NC Public Works require a change in resources and/or require additional managed services that differ from those listed, ROK Technologies, will work with County of Union, NC Public Works to determine the hardware changes needed, and the associated costs/savings. All changes will be accepted in writing via signed amendment before being executed.~~



~~Payments are due 30 days from receipt of invoice non-payment after 60 days will result in suspension of service.~~

Int.  



~~The initial term of this SLA shall begin on and expires in 0 months. Upon expiration, this SLA shall renew for additional one-year terms unless either Party provides written notice to the other Party of its intent not to renew at least sixty (60) days in advance of the then current term. Termination of this SLA shall be governed by Section 7 of the MSA.~~

Int. ^{DS} AC ^{DS} BMM

Contract Term: 12 Months

Contract Start Date: 12/01/2023

Contract End Date: 11/30/2024

Payment Option:

Agreed to and Accepted By:

ROK Technologies, LLC

~~Union County, NC
County of Union, NC Public Works~~

Signature: ^{DocuSigned by:}
Alexandra Coleman
799F057307AA415...

Name: Alexandra Coleman

Title: CEO, ROK Technologies

Date: February 5, 2024

Signature: ^{DocuSigned by:}
Brian W Matthews
B14014C7F9F4414...

Name: Brian Matthews

Title: County Manager

Date: February 5, 2024

Verification: ^{DocuSigned by:}
Lynn West
BF93471AAAD34A4...

Approved as to Legal Form: KLC

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

^{DocuSigned by:}
Elon Cukro
ADF45A3BB97A2BE
Deputy Finance Officer