

Cloud GIS Managed Services

Contract Name:

Union County, NC SOW (12-1-2025 to 11-30-2026)



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1. Introduction

ROK Technologies has been delivering GIS Managed Cloud Services for over a decade. As an Esri Platinum Partner, our sole focus is architecting, deploying and managing the ArcGIS® Enterprise suite and Desktop applications in cloud and hybrid environments. We serve hundreds of organizations in multiple verticals ranging from Fortune 500 companies to small local municipalities.

Union County, NC (hereafter referred to as "Client") has engaged ROK Technologies, LLC (hereafter referred to as "ROK") to perform implementation and managed services related to and in support of Client's AWS cloud environment and Esri ArcGIS® Enterprise software.

This Statement of Work ("SOW") dated 12-01-2025 sets forth the scope of services, support, roles and responsibilities identified and agreed upon in addition to the terms and conditions under which the services shall be conducted.

ROK appreciates your investment and is dedicated to supporting the health and efficiency of its essential GIS and IT resources.

2. ROK's GIS Cloud Support and Managed Services

This section outlines the General, Esri Software, and Infrastructure related ongoing Managed Services the ROK Team will provide Client for the new Enterprise GIS environment. Our goal is to take the GIS and IT management off your plate so you can focus on what you do best!

General Services

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
- Scheduled Business Reviews

Client Support

Client Support Tickets can be submitted 24 hours a day, 7 days a week via the Client Gateway or our toll-free support line which will be provided after execution of contract. Additional support details can be found in **Exhibit C**.

Esri Software Support and Services

The goal of ROK's Esri COTS Support and Services is to ensure your Enterprise stays up to date with the latest upgrades, configurations, and updates to meet your organizational requirements. In order for ROK to provide the following services, Client agrees to provide the ROK Team with the following access:

Software Services Requirements:

- Client provides the ROK Team with access to their My.Esri.com account via a new user (email to be provided by ROK) with permission to 'Take Licensing Actions.'
- ROK's Monitoring Agent installed in the Cloud Environment.

Software Services – Incident Tracking

- Receive and respond to incidents reported by the Client in accordance with the service levels defined in **Exhibit C**.
- Record and track each incident in ROK's case management system.
- Periodically report the current status of the incident to designated Client personnel based on severity of issue outlined in **Exhibit C**.
- Communicate the steps taken to ultimately resolve the incident.

Esri Software Configuration Assistance

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

Esri COTS Application Upgrades, Patches and Updates

- 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.

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.

- Upon request, ROK's Managed Services will install and configure new Esri COTS as desired by Client.
- Esri critical security patches will be reviewed by ROK for potential impact and applied based on an agreed upon schedule.

Third Party (Non-ESRI) Apps and Integrations

ROK Responsibilities:

ROK will provide reasonable **assistance** to the client with the installation of third-party applications within the ROK Managed ArcGIS Enterprise Environment, such as:

- Providing third-party vendor access as requested and defined by our customers.
- Configuring the ArcGIS platform for integrations, as specified by the selected third party (opening ports, configuring certificates, users, etc.).

Client Responsibilities:

- Clients are responsible for software requirements gathering.
- Clients are responsible for updating and patching all third-party software and accept any security or performance issues introduced by the third-party software.
- To obtain administrative rights for updating/patching software on ArcGIS Enterprise machines, clients must submit a ROK Support Case.
- Coordinate meetings between ROK and the third-party application vendor when needed.

ROK DISCLAIMS ALL WARRANTIES, OBLIGATIONS, AND RESPONSIBILITY FOR THIRD-PARTY APPLICATIONS PLACED BY CLIENT IN THE CLOUD ENVIRONMENT THAT ARE NOT MANAGED BY ROK. AS BETWEEN ROK AND CLIENT, CLIENT IS EXCLUSIVELY RESPONSIBLE FOR ENSURING THE SECURITY (INCLUDING BY INSTALLING ALL UPDATES AND PATCHES) OF SUCH THIRD-PARTY APPLICATIONS.

Infrastructure Support and Services

The primary goal of ROK's infrastructure support is to reduce the risk of system failure and to mitigate the impact of unplanned outages should they arise. The scope, deliverables, and terms of ROK's Infrastructure Support services are described below in the following sections and **Exhibit C**.

Infrastructure Services

Management of OS Updates and Patches | ROK Managed Services handles the deployment of critical and security updates to your managed virtual machine operating systems. OS Patching activities help keep your resources current and secure and are automated and monitored as they are released. Any non-critical/security OS patches and other non-managed (i.e., NOT ESRI) applications are not the responsibility of ROK. Clients can work with ROK to identify any additional OS patches of concern and ROK will install. Non-managed applications are not the responsibility of ROK, unless explicitly agreed to.

Infrastructure Monitoring and Response | ROK Managed Services monitors the overall health of your ArcGIS 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.

Infrastructure Changes | ROK assumes the responsibility of rightsizing, adding, and removing GIS and associated Cloud infrastructure as necessary, pending client approval. In emergency response situations, the client grants ROK the authority to implement modifications, ensuring uninterrupted uptime for the environment.

BackUp and Retention | ROK assumes the responsibility of running and retaining the backups of the VMs and Enterprise GeoDatabases per the frequency and duration listed on the BackUp and Retention Table.

Virtual Desktop Management | ROK provides ongoing support for ArcGIS Pro and/or Desktop on your VDI Solution. The management of any additional software or application is the sole responsibility of the Client and ROK cannot be held liable for any inherent security or performance issues introduced.

3. Exclusions – ROK Service and Support does not include the Following:

- Debugging custom components, applications, code, or models
- Customization of solutions, templates, or tools; including unsupported software functionality. Please contact Esri's consulting services for assistance in this area.
- Workflow design, data processing, data design, or software training. Please explore Esri's training resources or contact Esri's consulting services for assistance in these areas.
- Issues specific to third-party hardware, software, technology, or peripherals not provided by Esri
- Questions related to product pricing, license agreements, or contracts. Please contact Esri Sales for more product information.
- Web or Mobile Application Development
- Data editing and analysis
- ArcGIS Monitor interpretation and analysis
- Script authoring and maintenance
- Configuration of ArGIS Enterprise Collaborations (ArGIS Enterprise or ArGIS Online)

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:

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

5. 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.

6. Change Control Policy

As ROK Technologies and Client collaborate on this Statement of Work, 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.

7. Disclaimers

In addition to the disclaimers and limitations set forth in **Exhibit D** Master Services Agreement (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. No warranty or service contract covers infection of any system with a virus introduced by Client. All work necessary for ROK Technologies to remove viruses will be billed to Client. Work performed under a service contract is governed by the terms of said service contract.

The uptime, support requirements, and response times set forth in this SOW shall not be binding upon ROK for any occurrence, failure of service, or other malfunction caused by Client, any employee, vendor or other agent of Client, or any inability of ROK to obtain the minimum access to Client's system.

8. Acceptance

This Agreement constitutes the full agreement between ROK and Client for the Managed Services described herein.

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

The undersigned parties acknowledge their acceptance of this SOW 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 SOW and enter into this Agreement on behalf of their respective organizations.

9. Term, Pricing, and Billing

The Managed Services hereunder are billed Annually. The billing amount for this SOW shall be based on the services described in the table below. Terms of payment are Net 30 Days. Late fees will be applied on invoices greater than sixty (60) days from the date invoiced and can result in suspension of services.

Services	
Esri Software Support	
Cloud Infrastructure Support Services	
Virtual Desktops	12
Monthly Cost	\$13,656.00
Term	12 Months
Annual Cost	\$163,872.00

The initial term of this SOW shall begin on 12-01-2025 and expires in 12 months. Upon expiration, this SOW shall automatically renew for an additional one (1) year term unless either Party provides written notice to the other Party of its intent not to renew at least sixty (60) days before the expiration of the then-current term.

Infrastructure and services will be reviewed on an ongoing basis. Should Union County, NC require a change in resources that differ from those listed in this SOW, ROK Technologies will communicate the necessary changes to Union County, NC along with the associated costs/savings.

Any general price increase will be communicated in writing before the auto-renewal. General price increases will not exceed 7% of the applicable services in the prior term unless the pricing for the previous term was designated in the SOW as promotional or one-time.

Payments are due 30 days from receipt of the invoice. Non-payment after 60 days can result in suspension of service.

Exhibits A through E are hereby incorporated into the provisions of this contract.

Contract Term: 12 months

Contract Start Date: 12-01-2025

Contract End Date: 11-30-2026

Payment Option: Annually

Agreed to and Accepted By:

ROK Technologies, LLC

Signature: 

Name: Alexandra Coleman

Title: CEO, ROK Technologies

Date: Sep 3, 2025

Client

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

Exhibit A: Environment Overview

Infrastructure Details Table

Environment	Name	Server Name	Qty	Up time %	OS (GB)	Data (GB)	Log (GB)	Server Size
Production	AWS - ArcGIS GeoEvent Server	unionnc-p-geoevent01	1	100	100	200		4 vCPUs 16GB RAM
Production	AWS - ArcGIS Hosting Server	unionnc-p-ags-hst01	1	100	150	200		4 vCPUs 16GB RAM
Production	AWS - ArcGIS Image Server	unionnc-p-img01	1	100	100	200		4 vCPUs 16GB RAM
Production	AWS - ArcGIS Portal	unionnc-p-prt01	1	100	150	150		4 vCPUs 16GB RAM
Production	AWS - ArcGIS Relational DataStore	unionnc-p-ds01	1	100	100	100		4 vCPUs 16GB RAM
Production	AWS - ArcGIS Server	unionnc-p-ags-util01	1	100	100	200		8 vCPUs 32GB RAM
Production	AWS - ArcGIS Spatiotemporal Datastore	unionnc-p-stds01	1	100	100	300		4 vCPUs 16GB RAM
Production	AWS - Citrix Server	unionnc-p-ch02	1	100	400	450		8 vCPUs 32GB RAM
Production	AWS - License Server	unionnc-p-cc-lm	1	100	100	100		2 vCPUs 8GB RAM
Production	AWS - SQL Server		1	100	200	300	100	8 vCPUs 64GB RAM
Production	AWS - SQL Server	unionnc-p-sql01	1	100	200	300	250	8 vCPUs 64GB RAM
Production	AWS - Web Server	unionnc-p-web01	1	100	100			2 vCPUs 8GB RAM
Production	AWS - Web Server	unionnc-p-webapp02	1	100	200			2 vCPUs 8GB RAM
Production	Citrix Workspace License(s)		12					
	AWS - S3 Bucket - ITB		7					

Applications

Environment	Server	Application
Production	ArcGIS GeoEvent Server	ArcGIS GeoEvent
Production	ArcGIS Hosting Server	ArcGIS Server
Production	ArcGIS Image Server	ArcGIS Server - Image
Production	ArcGIS Portal Server	Portal for ArcGIS
Production	ArcGIS Relational Data Store	ArcGIS Datastore
Production	ArcGIS Server	ArcGIS Server
Production	ArcGIS Spatiotemporal Data Store	ArcGIS Datastore
Production	License Server	ArcGIS License Manager
Production	Web Server	ArcGIS Web Adaptor
Production	Web Server	ArcGIS Web Adaptor
Production	Web Server	ArcGIS Web Adaptor
Production	Web Server	ArcGIS Web Adaptor
Production	Web Server	ArcGIS Web Adaptor
Production	Web Server	ArcGIS Web Adaptor
Production	Web Server	ArcGIS Pro
Production	Web Server	FME Server

Integrations

The following table lists integrations and interfaces that will be included in the Enterprise GIS environment. These are shown in alphabetical order. ROK's role in assisting CLIENT with these integrations includes the following:

- Addressing any IT considerations in relation to ArcGIS or the cloud environment (opening ports, configuring certificates, users, etc.)
- Providing reasonable third-party access as requested and defined by Client.
- Configuring the ArcGIS system for integrations, as specified by the selected third party.
- Client will be required to ensure all business interfaces and workflows are tested and working correctly.

Integrations Table

Interface	Description
No App Integrations	N/A

Virtual Desktop Solution(s)

Server	Server Size	OS Drive (GB)	Data Drive (GB)
AWS – Citrix Server	8 vCPUs 32GB RAM	400	450

VDI Service	Qty	Description
Citrix Workspace License(s)	12	

The VDI Solution is scoped to support the software and/or applications defined in the VDI Applications Table below. Any additional software and/or applications installed by Client or by ROK by request can impact performance and may result in a change in scope.

VDI Application(s)	Description
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ROK Supported Software ROK supports ArcGIS Pro and Desktop on your VDI Solution. The management of any additional software or applications is the sole responsibility of the Client and ROK cannot be held liable for any inherent security or performance issues introduced.

Exhibit B: Content Summary

No content will be migrated into the Cloud environment as part of this SOW

Exhibit C: Support

Client Support

Tickets can be submitted 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 Client Gateway. Contact emails and Client Gateway information will be provided following execution of contract.

Support Overview

Client Gateway ("Gateway"): ROK will provide the Client with unlimited access to Gateway support. Client will report malfunctions by accessing the Gateway 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 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.

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.

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. The definitions of the Malfunction Severity classifications are as follows:

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.

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.

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.

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

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. The definitions of the Malfunction classifications are as follows:

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 Malfunction.

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.

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.

Action Required from ROK For 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.

Backup Frequency and Retention Period

ROK Technologies provides 24/7 monitoring and management of backup and retention processes for Virtual Machine (VM) attached disks and SQL Server instances to ensure data integrity and availability. Backup specifications and retention details are listed below. Backup failures trigger immediate alerts, and corrective actions are taken promptly. Clients are responsible for notifying ROK Technologies of any changes in backup requirements.

Service	Qty
VM and Volume - Daily Full Backup (#/day)	2
VM and Volume - Daily Full Backup Retention (mo)	1
VM and Volume - Monthly Full Backup Retention (mo)	12
SQL Server - Daily Differential Backup (#/day)	4
SQL Server - Daily Differential Backup Retention (mo)	1
SQL Server - Weekly Full Backup (#/week)	1
SQL Server - Weekly Full Backup Retention (mo)	1
SQL Server - Monthly Full Backup Retention (mo)	12

Exhibit D: Master Services Agreement

This Master Services Agreement (the “**MSA**”) is effective as of December 1, 2025 (the “**Effective Date**”) by and between ROK Technologies, LLC (“**ROK**”) and 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**.”

A. RECITALS

ROK is in the business of architecting, hosting and managing the infrastructure for geographical information system—or “GIS”—computing systems.

Client seeks to hire ROK to provide certain Services in relation to Client’s own GIS Platform, and ROK desires to provide the Services pursuant to the terms and conditions of this Agreement.

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:

B. SELECT DEFINITIONS

“**Client’s Platform**” or the “**Platform**” means the collection of Client’s data and applications managed by ROK pursuant to this Agreement.

“**Managed Services**” means the management of Client by ROK pursuant to a Statement of Work.

“**Non-Tenant**” means client when client owns the infrastructure supporting the Esri Enterprise software.

“**Professional Services**” means any and all Services rendered by ROK to Client pursuant to a SOW other than Managed Services, such as consultation, data assessment and recommendations, and so forth.

“**Services**” means any and all Services rendered by ROK to Client pursuant to a SOW, including all Managed Services and Professional Services.

C. SERVICES

Services. Services will be provided by ROK pursuant to the terms and conditions of this Agreement and any applicable SOW.

ROK may use subcontractors (under separate contract to ROK) to perform the Services, or portion(s) thereof.

D. SOWs

1. **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:
 - a. Description of Services and deliverables in sufficient detail to gauge the successful progress and completion of the Services;
 - b. Period of duration expected date(s) of completion (by phase/milestone or entire project) or delivery of deliverables, and/or other performance timetable;
 - c. If applicable, designated means of performance, including identification of any particular roles or individuals required to participate in the Services;
 - d. 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;
 - e. If applicable, acceptance criteria and testing period, permissible reasons for rejection and ROK's duty to remedy the same, if any;
 - f. 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);
 - g. Description and estimated amounts of any significant reimbursable expenses expected to be incurred; and
 - h. Identification of the Client department responsible for overseeing the project and Client's employee designated as project owner.
2. **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 there.
3. **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.

E. PRICING

1. **Pricing** Prices for Services will be specified in one of the following, as applicable to the Services to be provided:
 - a. Those specified in ROK's then-current price list
 - b. Those specified in a written price quotation submitted by ROK; or
 - c. Those specified in the SOW; or
 - d. Incidental extra fees agreed-upon by the Parties from time to time
2. **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.

F. PAYMENT AND INVOICING

Payment Unless otherwise indicated in a SOW, payment terms are net 30 days. 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.

- **Invoicing** As set forth below, ROK will invoice Client depending on the type of Services:
 - a. 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.
 - b. 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.
- **Deposit** ROK reserves the right to charge Client a deposit for payment on any SOW.
- **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. Any disputed charge resolved in ROK's favor shall be liable to accrue late payment fees based on the terms of purchase.
- **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.

G. TERM, SCOPE, AND TERMINATION

1. **Term** The term of this Agreement will commence on the Effective Date and, unless terminated pursuant to this section, 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.
2. **Change of Scope** ROK reserves the right to change the scope and content of any of the Services upon client amendment approval.
3. **Termination** This Agreement, and any Services being performed hereunder, may be terminated immediately by either Party upon written notice:
 - a. 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;
 - b. 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;

- c. 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 written 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
 - d. 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.
4. **Early Termination** Client's termination of this Agreement or any SOW prior to the expiration of the then-current term thereof (including, without limitation, by ceasing payments under the Agreement) shall result in each of the following:
- a. Client shall pay to ROK an "Early Termination Fee" in the amount of five thousand dollars (\$5,000); and
 - b. In addition to the foregoing Early Termination Fee, Client shall pay to ROK the greater of (i) the remaining fees due under the Agreement for the remainder of the then-current term, or (ii) an amount equal to the fees payable for one (1) full year of the Services, calculated based on the average monthly (or other periodic) fees paid by Client during the six (6) months immediately preceding the termination date (or, if Client has not yet paid for six months of Services, based on the initial monthly fee).
 - c. In the event Client has prepaid any fees for Services beyond the date of termination, Client acknowledges and agrees that such prepaid fees shall be forfeited and are non-refundable.
 - d. All amounts due under this Section shall be immediately due and payable upon the effective date of termination. ROK reserves the right to invoice Client for such amounts, and Client agrees to pay such invoice within fifteen (15) days of the invoice date.
5. **Effect of Termination**
- a. 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.
 - b. 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.
 - c. 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.

H. BACKUPS; DATA LOSS OR CORRUPTION

Data Loss or Corruption. 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. 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.

I. Client RESPONSIBILITIES AND RESTRICTIONS

Tenant Responsibility for Certain Factors Affecting Uptime. The service commitment and hourly or uptime commitment 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 Cloud provider) policies or protocols inherited by ROK; (v) relating to compliance with laws applicable to 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.

For each individual Virtual Machine Instance, ROK will use commercially reasonable efforts to make the Single Virtual Machine Instance available with an Instance-Level Uptime Percentage of at least 99.5%, in each case during any monthly billing cycle. In the event any Single Virtual Machine Instance does not meet the Instance-Level Uptime Percentage, Client will be eligible to receive a Service Credit as described below.

Instance Level Uptime Percentage	Service Credit Percentage
Less than 99.5% but equal to or greater than 99.0%	10%
Less than 99.0% but equal to or greater than 95.0%	30%
Less than 95.0%	100%

J. WARRANTY; DISCLAIMER AND LIMITATIONS

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.

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.

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.

Limitation of Liability. ROK'S LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, IS ABSOLUTELY LIMITED TO CORRECTION OF ANY NONCONFORMITIES IN ANY SERVICES, OR REFUND OF THE PURCHASE PRICE, OR REFUND OF SPECIFIC AMOUNTS PAID FOR PRODUCTS OR SERVICES WHICH FAIL TO CONFORM, AT ROK'S SOLE OPTION AND THE AGGREGATE AMOUNT THEREOF FOR ALL CLAIMS RELATING TO ANY PARTICULAR PRODUCT OR SERVICE SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO ROK UNDER THIS AGREEMENT FOR THE PARTICULAR PRODUCT OR SERVICES WHICH GIVE RISE TO THE CLAIM. EXCEPT FOR THEIR INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, GENERAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING LOST PROFITS, LOST SAVINGS, LOSS OF DATA OR LOSS OF USE), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES, NOR FOR ANY CLAIMS ARISING FROM Client'S USE OR TRANSFER OF ANY SERVICES SOLD HEREUNDER. NO ACTION, REGARDLESS OF THE FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY Client MORE THAN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENTS WHICH GAVE RISE TO THE CAUSE OF ACTION. THE PRICING OF ALL SERVICES AND THE TERMS AND CONDITIONS OF ALL SALES ARE BASED UPON THIS LIMITATION OF LIABILITY.

K. 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 advertisement of employment opportunities (including the use of employment agencies and recruiters).

L. DISPUTE RESOLUTION

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 South Carolina, and shall be governed by and construed in accordance with the laws of the State of South 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.

1. **Elective Arbitration.** Except to the extent not preempted by the federal arbitration act, 9 U.S.C. §1 et seq. (1970), any claim or controversy arising out of, or relating to, any provision of this contract, or the breach thereof, shall upon written demand of any Party, be settled by three (3) arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association, to the extent consistent with the laws of the state of South Carolina and the Uniform Arbitration Act, S.C. Code §15-48-10, et seq. The location of the arbitration shall be the AAA facility in or nearest to Charleston, South Carolina, or such other venue as agreed upon in writing by the Parties. An election by any Party to arbitrate under this paragraph shall be binding on all other Parties and their heirs, successors, and assigns. The AAA fees shall be divided equally between the Parties unless otherwise determined by the arbitrators.

2. **Venue.** Subject to and without waiving the arbitration agreement in the preceding paragraph, 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 Charleston, South Carolina. The Parties stipulate to and agree to waive any objection to the personal jurisdiction and venue of such courts, and further expressly submit to extraterritorial service of process.
3. **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.

M. CONFIDENTIALITY

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, information related to ROK fees, 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.

1. **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." 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.
2. **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. The Parties shall not disclose to any other person (except for legal, tax and financial advisors) any information relating to this Agreement or its subject matter and shall treat as confidential all information and documents relating hereto.
3. **Disclosure to Subcontractors.** Notwithstanding any other provision of this Section, 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. ROK shall be

responsible for any breach of this Agreement caused by any of its subcontractors, employees or agents.

4. **Confidentiality of Agreement.** Neither Party may disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other Party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the Parties.

N. INTELLECTUAL PROPERTY

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.

1. **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**").
2. **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.
3. **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.

O. INDEMNIFICATION

1. **Duty.** Each Party, on its own behalf, and on behalf of its respective third-party partners, affiliates, owners, directors, employees, agents, successors, and assigns (collectively, the "**Indemnitor**") will defend, indemnify, and hold harmless the other party and its third-party partners, affiliates, owners, directors, employees, agents, successors, and assigns (collectively, the "**Indemnitee**") from and against all claims, actions, losses, liability, damages, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively, "**Claims**") arising from or related to: (i) any gross negligence or willful misconduct by Indemnitor; (ii) any breach of this Agreement by the Indemnitor; (iii) any violation or alleged violation by Indemnitor of any applicable foreign or domestic, federal, state or local statutes, laws, ordinances, rules and regulations or industry standards; and (iv) any violation or alleged violation by Indemnitor of the rights of any third party, including without limitation, intellectual property rights.
2. **Claim Procedure.** The Indemnitee will provide Indemnitor with prompt written notice of the Claim for which the Indemnitee intends to claim such indemnification, and Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so desires, to assume sole control of the defense thereof with counsel selected by the Indemnitor; provided, however, and notwithstanding the foregoing, that the Indemnitee shall have the absolute right to retain their own counsel, with the fees and expenses to be paid by the Indemnitee. Indemnitor will have no authority to settle any Claim on the Indemnitee's behalf without the written consent of the Indemnitee. Nothing in this Section shall limit any other remedy of the parties. These obligations will survive any termination of the Agreement.

P. GENERAL PROVISIONS

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.

1. **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.
2. **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.
3. **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.
4. **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.
5. **Force Majeure** – ROK may, without liability, suspend or delay performance or cancel 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.
6. **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.
7. **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.