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County of Hall, GA

Master Services Agreement

Version 1 | July 12, 2023

Master Services Agreement

This Master Services Agreement (the “**MSA**”) is effective as of October 1, 2023 (the “**Effective Date**”) by and between ROK Technologies, LLC (“**ROK**”) and County of Hall, GA. ROK and County of Hall, GA 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 County of Hall, GAs.
- B. County of Hall, GA seeks to hire ROK to provide certain Services in relation to County of Hall, GA’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. “**County of Hall, GA’s Platform**” or the “**Platform**” means the collection of County of Hall, GA data and applications managed by ROK pursuant to this Agreement.
- B. “**Managed Services**” means the management of County of Hall, GA’s Platform by ROK pursuant to a Service Level Agreement.
- C. “**Non-Tenant**” means County of Hall, GA if County of Hall, GA’s Platform is not hosted by ROK—for example, if County of Hall, GA engages a third-party cloud service provider such as AWS or Azure, or, uses on-premises or similar County of Hall, GA-owned equipment to host County of Hall, GA’s Platform and contracts with ROK for Managed Services only.
- D. “**Professional Services**” means any and all Services rendered by ROK to County of Hall, GA 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 County of Hall, GA pursuant to an SOW, including all Managed Services and Professional Services.
- F. “**Tenant**” means County of Hall, GA if County of Hall, GA’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 County of Hall, GA 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 County of Hall, GA 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 County of Hall, GA department responsible for overseeing the project and County of Hall, GA 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. County of Hall, GA shall pay the taxes related to Services purchased pursuant to this Agreement, or County of Hall, GA 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 County of Hall, GA 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 net 30 days. Any sum not paid by County of Hall, GA 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.
- B. **Invoicing.** As set forth below, ROK will invoice County of Hall, GA depending on the type of Services:
- i. For Managed Services, unless otherwise agreed by the Parties in the applicable SOW, ROK will invoice County of Hall, GA for such Services, and payment will be due, in advance of performance of the same.
 - ii. For Professional Services, ROK will invoice County of Hall, GA 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 County of Hall, GA 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 County of Hall, GA 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 County of Hall, GA withholding payment. Notice of any disputed charge does not release County of Hall, GA 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 County of Hall, GA 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.
- 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, County of Hall, GA shall be liable for all costs thereof, including reasonable attorneys' fees actually incurred. If County of Hall, GA 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 County of Hall, GA, 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 County of Hall, GA 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.
- 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 County of Hall, GA. Such changes will become effective upon County of Hall, GA'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, County of Hall, GA 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. **Data Loss or Corruption.** Whether County of Hall, GA is a Tenant or Non-Tenant, ROK is not responsible for any loss, alteration, destruction, damage, or corruption of data resulting from County of Hall, GA's introduction of a virus or other corrupting force (a "**Virus**"). Any warranty or service contract does not cover infection of any County of Hall, GA application or system with such as a Virus. For Non-Tenants, because the County of Hall, GA owns and controls the infrastructure of its systems, any virus not expressly introduced by ROK shall be deemed a Virus introduced by County of Hall, GA. ROK may, at its discretion, bill County of Hall, GA for the Professional Services required to remove a Virus and restore the system. .

9. County of Hall, GA RESPONSIBILITIES AND RESTRICTIONS.

- A. **Tenant responsibilities.** As a Tenant, County of Hall, GA shall be solely responsible for:
 - i. Confidentially maintaining an accurate and complete list of all individuals that are authorized by County of Hall, GA 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 County of Hall, GA'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 County of Hall, GA 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 County of Hall, GA necessary for ROK to provide Services without violating the rights of any third party or otherwise obligating ROK to County of Hall, GA 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. County of Hall, GA's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by County of Hall, GA or through third-Party services;
 - ix. All access to and use of the Services directly or indirectly with or without County of Hall, GA'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, County of Hall, GA 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 County of Hall, GA or any third party, including failure to acknowledge a recovery volume; (iii) that result from County of Hall, GA's equipment, software or other technology and/or third party equipment obtained by County of Hall, GA, software or other technology (other than third-party equipment within ROK's direct control); (iv) that result from County of Hall, GA or third-party (including AWS) policies or protocols inherited by ROK; (v) relating to compliance with laws applicable to County of Hall, GA or County of Hall, GA's industry that are not generally applicable to information technology service providers; or (vi) arising from ROK's suspension or termination of County of Hall, GA'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 County of Hall, GA at its exclusive discretion.
- D. **All County of Hall, GAs.** Except to the extent caused by ROK's breach of this Agreement, County of Hall, GA is responsible for all activities that occur on County of Hall, GA's Platform or under all County of Hall, GA accounts, regardless of whether the activities are authorized by County of Hall, GA or undertaken by County of Hall, GA, County of Hall, GA's employees or a third party (including County of Hall, GA's contractors, agents or end users), and ROK is not responsible for unauthorized access to County of Hall, GA accounts.

10. WARRANTY; DISCLAIMER AND LIMITATIONS.

- A. **Services Warranty.** With respect to Services performed by ROK, ROK warrants to County of Hall, GA, 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). County of Hall, GA 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 County of Hall, GA'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 County of Hall, GA, 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 County of Hall, GA, if possible, and County of Hall, GA'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 County of Hall, GA 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 County of Hall, GA's request, ROK agrees to take all actions reasonably necessary or appropriate to secure County of Hall, GA'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 County of Hall, GA 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 County of Hall, GA'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.**
 - D. **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. 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 County of Hall, GA'S USE OR TRANSFER OF ANY SERVICES SOLD HEREUNDER. NO ACTION, REGARDLESS OF THE FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY 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.
- 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 Georgia, and shall be governed by and construed in accordance with the laws of the State of Georgia 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 shall be the state and federal courts located in or nearest to Hall County, Georgia. 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.

- 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 court fees) that are actually incurred, and any other relief it may be awarded.

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, 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.
- 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." 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. 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.
- D. **Disclosure to Subcontractors.** Notwithstanding any other provision of this Section 19, ROK shall be authorized to disclose County of Hall, GA'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.
- E. **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.

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.
- 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. **County of Hall, GA IP.** As between County of Hall, GA and ROK, County of Hall, GA at all times retains all right, title and interest in and to all of County of Hall, GA's data and applications provided by County of Hall, GA to ROK hereunder, County of Hall, GA's pre-existing technology and all intellectual property that is developed by County of Hall, GA or by a third party on County of Hall, GA'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 County of Hall, GA in order to provide the Services (e.g., accepting County of Hall, GA's website terms to access County of Hall, GA'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 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.
- 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



Signature _____

Signature

Printed Name Alexandra Coleman

Printed Name


Title CEO

Title

Date July 12, 2023 _____

Date _____

Approved as to Form:



Van Stephens, County Attorney

Justin Lawson, Asst. County Atty