

RESOLUTION NO. 08 08 2024E

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ROK TECHNOLOGIES PROVIDING FOR THE MIGRATION AND ANNUAL SERVICE OF GIS SERVERS ON A CLOUD MANAGED SYSTEM, IN A FIRST YEAR AMOUNT NOT TO EXCEED \$100,544.00, WITH FOUR ADDITIONAL OPTIONAL ANNUAL RENEWALS.

WHEREAS, the City of O'Fallon GIS and IT staff reviewed proposals to migrate the GIS servers to a cloud based system; and

WHEREAS, staff recommends awarding RFP #24-032 to ROK Technologies; and

WHEREAS, ROK Technologies possesses the ESRI product knowledge to provide cloud managed services; and

WHEREAS, this Resolution is approving year one (1) of the agreement with ROK Technologies with the possibility of renewal for up to an additional four (4) years; and

WHEREAS, City staff recommends approval of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:

SECTION 1: The City Council approves on behalf of the City an agreement with ROK Technologies for the migration and annual service of GIS Servers on a Cloud Managed System at a first year cost not to exceed \$100,544.00, with the option of renewal for up to an additional four (4) years, in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 8TH DAY OF AUGUST, 2024.

Attest:


Bess Bacher, City Clerk




Presiding Officer

RESOLUTION NO. 08 08 2024E

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 8TH DAY OF AUGUST, 2024.





Bill Hennessy, Mayor

Attest:



Bess Bacher, City Clerk

Approved as to Form:


Kevin M. O'Keefe, City Attorney



City of O'Fallon, MO

AWS, Tenant SLA

Service Level Agreement
August 12, 2024 – August 11, 2025

August 12, 2024

1 Introduction

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

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

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

This Service Level Agreement or "**SLA**" will provide City of O'Fallon, MO with access to trained and certified experts that can help thoroughly resolve pressing issues in a timely fashion and, thereby, aid City of O'Fallon, MO in achieving its business objectives.

With fixed cost and flexible options for GIS Managed Services, ROK Technologies provides consistency and ensures City of O'Fallon, MO is receiving the optimal benefit from its investments. ROK Technologies is honored that City of O'Fallon, MO has chosen to invest in ROK Technologies and is committed to helping City of O'Fallon, MO maintain the health and efficiency of its valuable IT resources.

2 Reactive Support

Reactive Support provides the services necessary to respond to and resolve support incidents reported by City of O'Fallon, MO as they arise. ROK's goal is to quickly resolve incidents before they significantly affect business continuity. The scope and terms of ROK's Reactive Support services are described below in the following sections.

2.1 Scope of Service

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

2.1.1 *Incident Tracking*

1. Receive and respond to incidents reported by City of O'Fallon, MO in accordance with the service levels defined later in this document.

2. Record and track each incident in ROK's ticket management system.
3. Periodically report the current status of the incident to designated Client personnel.
4. Communicate the steps taken to ultimately resolve the incident.

2.1.2 Problem Diagnosis and Remediation

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

2.1.3 Configuration Assistance

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

2.1.4 Esri COTS Application Upgrades and Patches

1. Upon request, ROK's Managed Services Team will upgrade and configure Esri COTS to the desired version. Additionally, upon request, ROK's Managed Services will install critical and optional patches as they are released.

ROK will communicate upgrade and patching opportunities for Esri COTS. Critical and security patches are required and will be installed and configured by ROK. If desired, both parties will work to schedule a day and time to complete the upgrade and/or patching that limits disruption of service. The installation date will be determined between City of O'Fallon, MO and ROK upon completion of ROK's internal quality assurance testing.

1. Upon request, ROK's Managed Services will install and configure new Esri COTS as desired by City of O'Fallon, MO.

2.1.5 Client Support

Client Support: Tickets can be submitted 24 hours a day, 7 days a week via the Client Gateway which will be provided after execution of contract. Support tickets can also be created 24 hours a day, 7 days a week via the toll-free number which will be provided after execution of contract.

2.1.6 Third Party Integrations

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

- Addressing any IT considerations in relation to ArcGIS or your cloud environment (opening ports, configuring certificates, users, etc.)
- Providing reasonable third-party access as requested and defined by our clients
- Configuring the ArcGIS platform for integrations, as specified by the selected third party

3 Proactive Support

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

3.1 Scope of Service

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

3.1.1 Dedicated Client Success Manager

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

- Understanding City of O'Fallon, MO's business needs
- Managing City of O'Fallon, MO's ROK Technologies entitlements
- Accelerating the delivery of ROK's Technical Services
- Quarterly business review (QBR)

3.1.2 Proactive Support Services

The following proactive support activities will be performed by the ROK Technologies Team. Patches and updates are performed at a date and time agree upon by ROK and City of O'Fallon, MO. City of O'Fallon, MO's Client Success Manager will provide the scheduling of resources for these efforts and to ensure proper skillset alignment to the current need. Note: Scheduling is subject to resource availability.

- **OS Updates and Patches** | ROK's Managed Services takes care of all your OS patching activities to help keep your resources current and secure. When updates or patches are released from your OS vendors our team applies them in a timely and consistent manner to minimize the impact on your business. Critical security patches are applied as needed, while others are applied based on the patch schedule you request.
- **Aggressive Monitoring** | ROK Managed Services monitors the overall health of your infrastructure resources and handles the daily activities of investigating and resolving alarms or incidents. Committed to a 2-hour maximum response time, in the event of an instance failure, our team would take appropriate action to help minimize or avoid service interruption.
- **Security Management** | ROK protects your information assets to help keep your Cloud infrastructure secure. With anti-malware and anti-virus protection, intrusion detection, and intrusion prevention systems, ROK's Team manages security policies per stack, and can quickly recognize and respond to any intrusion.
- **Back Up and Retention**
 - RPO for SQL database is 4 hours
 - RPO for VM data is 12 hours

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

3.1.3 Client Support

1. **Client Support.** Tickets can be called in 24 hours a day, 7 days a week via the toll-free number which will be provided after execution of contract. Tickets may also be submitted any time via email or from the Client Gateway. Contact emails and Client Gateway information will be provided following execution of contract.
2. **Coverage Hours.** Live Support is available 8am to 5pm EST M-F ("**Support Hours**").
 1. Client Gateway ("**Gateway**"): ROK will provide City of O'Fallon, MO unlimited access to Gateway support. City of O'Fallon, MO 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 City of O'Fallon, MO will be contacted within in a timeframe defined by the severity of the Malfunction. If the Support Staff member handling a request is unable to provide adequate assistance to City of O'Fallon, MO for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to City of O'Fallon, MO’s reasonable satisfaction. All support ticket activities, findings, and resolutions will be tracked in the Client Gateway for future reference.
2. **Telephone Support Service:** ROK will provide City of O'Fallon, MO unlimited access to 24/7 Telephone Support (“**Telephone Support**”) via a toll-free number. City of O'Fallon, MO will report Malfunctions by calling the Telephone Support number. A member of the Support Staff will be assigned to the Malfunction, and City of O'Fallon, MO will be contacted within the timeframe defined by the severity of the Malfunction. In the event a Malfunction, the on-duty Support Staff will be assigned and will contact City of O'Fallon, MO within sixty (60) minutes of the original call. If the Support Staff member handling a certain request is unable to provide adequate assistance to City of O'Fallon, MO for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to City of O'Fallon, MO’s reasonable satisfaction.
 3. **SLA Definitions.** 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:
 1. **Critical 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.
 2. **High - 2:** A problem which causes the Services to be intermittently inoperative, disrupted or malfunctioning and which materially interferes with City of O'Fallon, MO’s use of the Services, for the entire company or large groups of users.
 3. **Medium - 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 City of O'Fallon, MO’s use of the Services and for which an acceptable circumvention is available.
 4. **Low - 4:** Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications.
 4. **Correction of Malfunctions.** ROK will correct Malfunctions as provided herein. “**Malfunction**” shall mean a failure by the Services to operate as required by this Agreement. The definitions of the Malfunction classifications are as follows:
 1. **Report of Malfunction.** With respect to a report of any Malfunction, City of O'Fallon, MO 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.
 2. **Severity of Malfunctions.** If Critical Level 1 or High Level 2 Malfunction cannot be corrected to City of O'Fallon, MO’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 Level 1 or High Level 2 Malfunction; (3) provide a report to City of O'Fallon, MO 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 two (2) hours until the Malfunction is resolved or until a timeline and resolution is agreed upon by both parties.

3. If a correction or workaround to a Critical Level 1 Malfunction has not been achieved within two (2) days, ROK and City of O'Fallon, MO will mutually agree upon a resolution schedule.
4. Action Required from ROK. For Critical Malfunctions, ROK will work to provide an immediate correction, which will then be promptly implemented for the City of O'Fallon, MO staff to test. For a Severity Level 3 or 4 Malfunction, ROK will provide a correction as promptly as reasonably achievable and will seek to establish with City of O'Fallon, MO a mutually agreed schedule for the correction to be provided.

Service/Activity	Service Level	Service Level Credit
Availability of the Services	Failure to comply with the Client Support requirements outlined in section 3	10% of the monthly charge for the month of the failure.
Recovery Time Objective (RTO)	In the event of unscheduled downtime caused by ROK Technologies, the system shall be restored and fully operational within four (4) hours. If the event is caused by an employee of , ROK will work to restore the environment within the 4-hour window and will communicate the action plan and updates to throughout the restoration. No penalty to ROK will be applied if downtime is caused by an employee of or Configurations, as defined in Section 8 below.	Should the action be caused by ROK and lead to downtime in excess of 4 hours, shall receive credit for 10% of the monthly charge for the month of the failure.

4 Assumptions

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

1. ROK Technologies shall primarily render Reactive Support services remotely, while making use of current technologies that provide remote access and control of the supported systems where available.
2. City of O'Fallon, MO 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 City of O'Fallon, MO. As scheduling changes arise, City of O'Fallon, MO shall contact ROK Technologies one (1) to two (2) weeks in advance where possible. The ROK Technologies Technical Operations Team will make their best effort to accommodate special requests.

6 Change Control Policy

As ROK Technologies and City of O'Fallon, MO collaborate on this Service Level Agreement, it is possible that either party will find reasons to change the scope of this Agreement. In the event that City of O'Fallon, MO would like to discuss the addition or subtraction of specified, agreed upon services, City of O'Fallon, MO will submit a Service Request to ROK. City of O'Fallon, MO'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 the MSA, City of O'Fallon, MO 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 City of O'Fallon, MO. Any warranty or service contract does not cover infection of any system with a virus introduced by City of O'Fallon, MO. All work necessary for ROK to remove a virus will be billed to City of O'Fallon, MO. Work performed under a service contract is governed by the terms of said service contract.

The uptime, support requirements, response times, and Service Level Credits set forth in this SLA shall not be binding upon ROK for any occurrence, failure of service, or other malfunction caused by any factor set forth in Section 9(c) of the MSA, Client, any employee, vendor or other agent of City of O'Fallon, MO, or any system configuration under City of O'Fallon, MO's exclusive control (for example, where applicable, external VPN, external authentication, external access management, external environment peering, or City of O'Fallon, MO's specialized non-standard system software) (collectively, "**Client Configurations**"). ROK disclaims all responsibility for City of O'Fallon, MO and City of O'Fallon, MO assumes sole liability for any problem or error caused by the same.

8 Service Level Agreement Support Matrix

SLA Response Time*

	1st response	2nd response	Follow/Update	Final
1 - Critical	< 1 hr.	< 2 hrs. from 1st response	every 2 hrs. until closed	closed
2 – High	< 1 hr.	< 2 hrs. from 1st response	< 2 hrs. from 2nd response**	closed
3 - Medium	< 4 hrs.	< 8 hrs.	as needed**	<16 hrs. closed
4 – Low	< 8 hrs.	as needed*	questions/feedback	<16 hrs. closed

*Support hours

**or at a mutual agreeable timeline and solution

SLA Definitions

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

9 Acceptance & Integration with MSA

This Service Level Agreement constitutes the full agreement between ROK and City of O'Fallon, MO for the Managed Services described herein. **Upon execution by the Parties, this Service Level Agreement or "SLA" shall become a Statement of Work, or "SOW" issued under, integrated with, and governed by the Master Services Agreement between the Parties. Capitalized terms not defined in this Service Level Agreement shall have the meaning ascribed to them in the MSA.** The undersigned parties acknowledge their acceptance of this SLA and the terms and conditions described herein. Furthermore, the undersigned parties certify that they are authorized representatives of their respective companies with full authority to sign this SLA and enter into this Agreement on behalf of their respective organizations.

The Managed Services hereunder are billed City of O'Fallon, MO. 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 service. The billing amount shall be based on the proactive and reactive managed services described in this SLA and the cloud infrastructure described in the table below.

ROK Managed Cloud Infrastructure

Name	Qty	ENV	Uptime %	OS Storage (GB)	Data Storage (GB)	Log Storage (GB)	Server Size
AWS - Active Directory	1						
AWS - ArcGIS Server with GeoEvent	1	PRD	100	100	150		8 vCPUs 32GB RAM
AWS - File Server	1	PRD	100	100	500		2 vCPUs 8GB RAM
AWS - S3 Bucket - 1TB	1						
AWS - SQL Server	1	PRD	100	100	150	150	4 vCPUs 32GB RAM
AWS - Web Server	1	PRD	100	100	30		4 vCPUs 16GB RAM
Workspace Hrs/mo - Graphics.g4dn	540						
Workspace Users - Graphics.g4dn - Hourly	3						
Monthly Cost							\$6,712.00
Term							12 months
Annual total							\$80,544.00

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

The initial term of this SLA shall begin on 05/06/2024 and expires in 12 months. Upon expiration, this SLA shall automatically renew for an additional 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. Section G of the MSA shall govern termination of this SLA.

Infrastructure will be reviewed on an ongoing basis. Should City of O'Fallon, MO require a change in resources that differ from those listed in this SLA, ROK Technologies will communicate the necessary changes to City of O'Fallon, MO along with the associated costs/savings. All changes will be shared in writing at the time of the required change or at least 60 days before auto-renewal.

Any general price increase will be communicated in writing at least 60 days before auto-renewal and will not exceed 7% of the applicable services in the prior term unless the pricing for the previous term was designated in the SLA as promotional or one-time.

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

Agreed to and Accepted By:

ROK Technologies, LLC

Signature:



Name: Alexandra Coleman

Title: CEO, ROK Technologies

Date: August 12, 2024

City of O'Fallon, MO

Signature:



Name: Michael Snowden

Title: City Administrator

Date: 08/08/2024

Verification:



AWS, GIS Configuration & Implementation for City of O'Fallon, MO

Statement of Work

August 12, 2024



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

1 Introduction

City of O'Fallon, MO has engaged ROK Technologies, LLC (ROK) to perform high-level services related to City of O'Fallon, MO's AWS Configuration and GIS implementation.

This Statement of Work (SOW) dated August 12, 2024 sets forth the scope of services and deliverables to be provided by ROK and the terms and conditions under which the services shall be conducted.

2 Objectives

The following high-level objectives will be completed as part of this project. The timeline is dependent on City of O'Fallon, MO delivering all items defined in section 9.2 of the scope of work entitled Customer Responsibilities to ROK Technologies in a timely manner.

2.1 Areas in scope

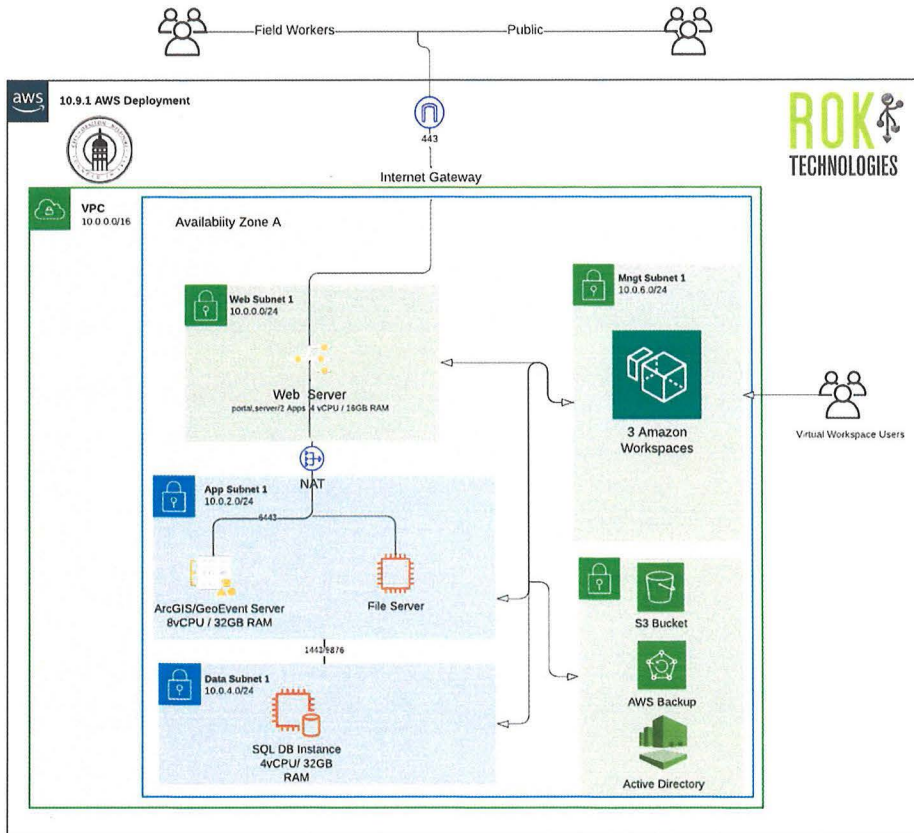
This section outlines the work and activities required to accomplish the objectives set forth in this Statement of Work.

General project scope

The City of O'Fallon, MO wishes to perform services related to the creation and configuration of a AWS deployment and GIS implementation related services to support the City of O'Fallon, MO's Esri software.

As part of this initiative, City of O'Fallon, MO is looking to have the necessary Cloud components deployed to support their Esri software. Examples include the underlying Cloud Tenant, the primary Virtual Network, Storage Accounts, backups and other related items.

Below is a diagram of the requested environment(s).



3 Project approach, timeline, and deliverable acceptance

Phase 1: Cloud Environment Deployment

□ **Time Est: 1 Weeks**

1. Configuration of the necessary Cloud components, including but not limited to:
 - Configure Cloud subscription and resource groups
 - Configure IP Space, virtual networks, and peering.
 - Deploy baseline Network Security Groups
 - Deploy Infrastructure, add Infrastructure to Active Directory, and configure account permissions
 - Configure back-ups, monitoring, and maintenance schedules

2. Deployment of the following in AWS:

Name	Qty	ENV	Uptime %	OS Storage (GB)	Data Storage (GB)	Log Storage (GB)	Server Size
AWS - Active Directory	1						
AWS - ArcGIS Server with GeoEvent	1	PRD	100	100	150		8 vCPUs 32GB RAM
AWS - File Server	1	PRD	100	100	500		2 vCPUs 8GB RAM
AWS - S3 Bucket - 1TB	1						
AWS - SQL Server	1	PRD	100	100	150	150	4 vCPUs 32GB RAM
AWS - Web Server	1	PRD	100	100	30		4 vCPUs 16GB RAM
Workspace Hrs/mo - Graphics.g4dn	540						
Workspace Users - Graphics.g4dn - Hourly	3						

Phase 2: Install and Configure Esri Software

□ **Time Est.: 1 Weeks**

Prior to install and configuration City of O'Fallon, MO shall provide ROK Technologies, LLC with the following:

- Any applicable licensing files, software downloads or login credentials to City of O'Fallon, MO's MyEsri.com account.
- SSL cert as a .pfx. This can be provided by ROK Technologies, LLC by request.
- Domain account and confirmation of domain names and URLs.
- VPN and RDP access to existing environment if needed.

1. Pre-Installation Operations: obtain all licensing, configure Service Account(s), configure centralized network location(s) for content and configuration stores.

2. Install and License the following components of City of O'Fallon, MO's ArcGIS Enterprise Stack:

City of O'Fallon, MO Enterprise Components	Current Version if applicable	Install Version
ArcGIS Enterprise		Not installing Enterprise
ArcGIS Server	NA	10.9.1

3. Configure ArcGIS Enterprise Environment: configure security posture (import Certificates, HTTPS vs HTTP), configure appropriate ports for SSL communication between application servers, configure Web Adaptors, configure Datastore to the hosting server(s), federate hosting and ArcGIS Server with Portal, configure SAML and Enterprise logins

4. Deploy and Validate ArcGIS Enterprise: apply critical security, OS and Esri Patches, validate Enterprise logins, publishing workflows, and database connectivity.

Phase 3: Go Live

□ **Time Est.: 1 Weeks**

Testing and Parity: ROK will have worked with City of O'Fallon, MO to approve the new environment through extensive testing. Following this, ROK will request a new database backup from City of O'Fallon, MO to ensure that City of O'Fallon, MO's most recent data is in the new environment.

- ****ROK will not be responsible for updating any services, web maps or apps not listed in this agreement. If additional services, web maps, or apps are not migrated as a part of this agreement, it is the sole responsibility of City of O'Fallon, MO staff to keep those services updated until such time they choose to migrate them in the cloud environment.**
- **Identifying the Date:** ROK will work with City of O'Fallon, MO to identify a weekend that will work for the cutover. The week before the cutover, ROK will take City of O'Fallon, MO through the hand-off documentation that contains all of the new passwords and access information for the new environment, along any relevant training.

4 Current Environment Readiness

This Statement of Work assumes that City of O'Fallon, MO's physical and cloud-based environments and network infrastructures are prepared to accommodate the equipment and services to be provided by ROK within the scope of this project. Upon discovering any deficiency that would prevent or otherwise hinder project execution, ROK shall notify City of O'Fallon, MO of the deficiency in writing and work in good faith with City of O'Fallon, MO to adjust the project schedule to accommodate remediation of the issue. Services that are dependent on the remediation of the deficiency will be postponed or suspended until the remediation is complete. ROK is not liable for any delays to the overall project plan necessitated by remedial activities and shall be held harmless for changes in the schedule resulting from such activities.

At present, ROK is not aware of any limitations to a successful engagement.

4.1 Project Prerequisites

The following items have been identified as critical to the overall success of this engagement and should be completed by City of O'Fallon, MO prior to commencement of this engagement:

1. Project stakeholders identified, and necessary design and discussion sessions scheduled.
2. Administrative access to environments related to the scope of this engagement shall be provided and tested during an agreed upon window. Access may include but is not limited to: Existing architecture diagram, establishing VPN access to the existing environment, RDP access, administrative access to Esri Software (i.e. ArcGIS Server, Portal), IP addresses, administrative access to any RDBMS, usernames and passwords for accounts running software or services involved in this effort.
3. URLs identified.
4. SSL Cert obtained. This can be provided by ROK Technologies, LLC upon request.
5. Licensing required for successful deployment of the items described in this statement of work.
6. Timely access to City of O'Fallon, MO's IT personnel for Q&A support.
7. IT personnel will be responsible for taking backups of authoritative data and snapshots of all servers during an agreed upon window prior to any migration activities taking place.

4.2 Customer Environment Access Protocol

As part of ROK's commitment to assuring secure and protected City of O'Fallon, MO environments. ROK requires the use of named accounts for all ROK resources who will engage in activities that involve access to on- premises or cloud-based City of O'Fallon, MO-owned systems. ROK strongly recommends not utilizing shared accounts. The use of shared accounts can lead to an increase in system vulnerability, as well as a reduction in auditing and compliance capabilities. City of O'Fallon, MO accepts all liability for the use of shared accounts.

ROK asks that the following policies be applied to accounts created for ROK resources engaging in project work:

- Based on the initial project plan, the account expiration should be scheduled for the day following the scheduled project completion. The ROK Project Manager shall request extensions as necessary to accommodate project delays, change orders, or other events that may cause a project to take longer than initially anticipated.
- Named user accounts shall be configured to require password resets per the City of O'Fallon, MO's standard policy and shall not be set to disable required password changes.
- The length and complexity of named user account passwords shall be configured per the City of O'Fallon, MO's standard policy. ROK suggests that passwords be at least 10 characters in length and utilize a combination of upper and lower-case numbers, numeric values, and special characters i.e., strong passwords.
- A named user account shall be granted no more than the minimal required permissions to perform the specific tasks assigned to the ROK resource.
- For larger projects that involve multiple systems, care shall be taken to not grant a single named user account access across those systems in such a way that could lead to a system-wide compromise. For example, the ability to create and set permissions on Active Directory accounts, as well as the ability to modify Access Control Lists on network security devices shall not be granted. In these cases, separate accounts may be created, or ROK resources will collaborate sufficiently to complete the necessary objectives.

If City of O'Fallon, MO requires and would like assistance in remediating insecure environments to ensure that the policies above can be implemented and enforced, ROK can provide these services through a separate agreement. If any

deviations to this policy are required to satisfy project objectives, ROK requests that the specific deviation and justification be communicated to the assigned Project Manager, so it may be evaluated, and potential alternative approaches identified. This will also allow the ROK Project Manager to communicate the removal of approved deviations when they are no longer required to satisfy the project's objectives.

5 Scope Exclusions

The following tasks are beyond the scope of services to be provided by ROK during this engagement:

1. Any task not explicitly described as within the scope of this engagement.
2. Corrective measures for any issues or risks identified during the course of this engagement.

NOTE: A change form(s) may be issued for approval and funding of requisite changes to scope

6 Estimated Duration

This estimated duration is reflective of the work effort associated with each activity and is subject to change due to changes in scope, issues encountered, planned maintenance windows and other business reasons encountered during execution. The actual duration will be finalized during the project initiation.

This schedule assumes that change control procedures will not introduce delays in the execution of project tasks.

7 Project Fees and Billing

The services associated with this project shall be provided on a Fixed Fee basis. Project fees shall be billed at inception. Terms of payment are Net 30 Days. Late fees will be applied on invoices greater than 60 days from the date invoiced. Any work outside of what is clearly stated in this SoW will be scoped as a separate project.

8 Assumptions and Customer Responsibilities

8.1 General Assumptions

This SOW is based upon the following assumptions:

1. ROK will provide project personnel knowledgeable with the aforementioned products based on the skills required at the appropriate times and in accordance with the work breakdown structure.
2. The normal "on-hours" workday for the project will be 8:00 AM to 6:00 PM Eastern Time, Monday through Friday.

8.2 Customer Responsibilities

If the project is to be successful, City of O'Fallon, MO must commit to the following obligations:

1. City of O'Fallon, MO will provide a single point of contact for project coordination between City of O'Fallon, MO and ROK and that *person* will be responsible for ensuring City of O'Fallon, MO project personnel are on target with their assigned duties in accordance with the work breakdown structure.

2. City of O'Fallon, MO will provide ROK with all relevant system and network documentation, as requested.
3. City of O'Fallon, MO will make all essential stakeholders available to ROK throughout the duration of this engagement.
4. City of O'Fallon, MO will make the majority of the administrative and configuration information available to ROK prior to the commencement of this engagement.
5. City of O'Fallon, MO will make timely decisions in collaboration with ROK regarding escalated or critical issues as they arise during the project.
6. City of O'Fallon, MO will provide necessary customer systems accounts and passwords.
7. City of O'Fallon, MO will assume responsibility for management and coordination of all non-ROK managed vendors.
8. City of O'Fallon, MO will provide access with proper licenses to all necessary tools, software, and third-party products required for ROK and City of O'Fallon, MO to complete their assigned project tasks.
9. City of O'Fallon, MO will maintain active vendor maintenance agreements for the technology impacted by this project or will otherwise obtain vendor maintenance as required to support this project throughout its duration.
10. City of O'Fallon, MO will notify ROK project management of any unscheduled or scheduled projects outside of this implementation that might interfere with the project schedule.
11. City of O'Fallon, MO will obtain any downtime windows reasonably required to keep the project on schedule.
12. City of O'Fallon, MO will provide ROK with high priority access to the City of O'Fallon, MO IT team members with knowledge of current technology configurations and operational processes and with responsibility for administering the technologies that will be impacted by this project.
13. City of O'Fallon, MO will provide ROK with advance notification of any change that is to be introduced in the IT environment and together assess the potential impact of the change to this engagement prior to its implementation. When City of O'Fallon, MO's business needs preclude advance notification, such as timely response to a critical support issue, City of O'Fallon, MO shall notify ROK of such a change within the same business day that the change is implemented.
14. City of O'Fallon, MO shall provide ROK with the primary contact for each vendor supporting the City of O'Fallon, MO IT infrastructure as requested, including, but not limited to, ISP and circuit providers.

9 Change Control Process

As ROK and City of O'Fallon, MO collaborate on this project, it is possible that either party will find reasons to change the scope, timeline, or overall budget.

While this need might be identified by a member of City of O'Fallon, MO's team or a member ROK's team, ROK's Project Manager will handle documentation and communication of the change to City of O'Fallon, MO's designated point of contact. ROK and City of O'Fallon, MO shall work together in good faith to assess the impact of the change and determine whether the proposed change shall be accepted or rejected.

10 Project Team

ROK Team

The Project Manager is the person responsible for ensuring that the Project Team completes the project. The Project Manager develops the Project Plan with the team and manages the team's performance of project tasks. It is also the

responsibility of the Project Manager to secure acceptance and approval of deliverables from the Project Sponsor and Stakeholders. The Project Manager is responsible for communication, including status reporting, risk management, escalation of issues that cannot be resolved in the team, and, in general, making sure the project is delivered in budget, on schedule, and within scope.

Engineers are responsible for executing tasks and producing deliverables as outlined in the Project Plan and directed by the Project Manager, at whatever level of effort or participation has been defined for them.

Stakeholders are all those groups, units, individuals, or organizations, internal or external to our organization, which are impacted by, or can impact, the outcomes of the project

City of O'Fallon, MO Team

ROK engineers will work with a Primary Contact for each architecture type throughout the project. This person is responsible for maintaining the systems after the ROK engineers have completed the project and providing key data as the project is being completed. This person will shadow ROK's engineers as needed and should review documentation.

The Secondary Contact is someone who can handle issues and escalations should the primary contact be indisposed during the project and after the project is complete. This person will shadow ROK's engineers as needed and should review documentation.

11 Acceptance

This Statement of Work constitutes the full agreement ("Agreement") between ROK and City of O'Fallon, MO for the services described herein.

The undersigned parties acknowledge their acceptance of this Agreement 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.

Services	Price
Cloud Implementation Cost	20,000.00 USD

Any work outside of what is clearly stated in this SoW will be scoped as a new project, agreed upon by both parties, and invoiced separately.

Accepted By:

ROK Technologies, LLC

Signature: 

Name: Alexandra Coleman

Title: CEO, ROK Technologies

Date: August 12, 2024

City of O'Fallon, MO

Signature: 

Name: Michael Snowden

Title: City Administrator

Date: 08/08/2024

Verification:





City of O'Fallon, MO

Master Services Agreement

August 12, 2024 – August 11, 2029

August 12, 2024

Master Services Agreement

This Master Services Agreement (the “**MSA**”) is effective as of August 12, 2024 (the “**Effective Date**”) by and between ROK Technologies, LLC (“**ROK**”) and City of O’Fallon, MO. ROK and City of O’Fallon, MO 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.

1. City of O’Fallon, MO seeks to hire ROK to provide certain Services in relation to City of O’Fallon, MO’s own GIS Platform, and ROK desires to provide the Services pursuant to the terms and conditions of this Agreement.
2. 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

“**City of O’Fallon, MO’s Platform**” or the “**Platform**” means the collection of City of O’Fallon, MO’s data and applications managed by ROK pursuant to this Agreement.

1. “**Managed Services**” means the management of City of O’Fallon, MO by ROK pursuant to a Service Level Agreement.
2. “**Non-Tenant**” means City of O’Fallon, MO if City of O’Fallon, MO’s Platform is not hosted by ROK—for example, if City of O’Fallon, MO engages a third-party cloud service provider such as AWS or Azure, or, uses on-premises or similar City of O’Fallon, MO -owned equipment to host City of O’Fallon, MO Platform and contracts with ROK for Managed Services only.
3. “**Professional Services**” means any and all Services rendered by ROK to City of O’Fallon, MO pursuant to an SOW other than Managed Services, such as consultation, data assessment and recommendations, and so forth.
4. “**Services**” means any and all Services rendered by ROK to City of O’Fallon, MO pursuant to an SOW, including all Managed Services and Professional Services.
5. “**Tenant**” means City of O’Fallon, MO if City of O’Fallon, MO’s Platform is hosted by ROK on ROK’s cloud-based systems.
6. “**Service Level Agreement**” or “**SLA**” means a type of SOW that sets forth the specific terms applicable to ROK’s provision of Managed Services.

C. SERVICES

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.

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 City of O'Fallon, MO 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 City of O'Fallon, MO 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 City of O'Fallon, MO department responsible for overseeing the project and City of O'Fallon, MO'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. City of O'Fallon, MO shall pay the taxes related to Services purchased pursuant to this Agreement, or City of O'Fallon, MO 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 City of O'Fallon, MO 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 City of O'Fallon, MO 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.

1. **Invoicing.** As set forth below, ROK will invoice City of O'Fallon, MO depending on the type of Services:
 - a. For Managed Services, unless otherwise agreed by the Parties in the applicable SOW, ROK will invoice City of O'Fallon, MO for such Services, and payment will be due, in advance of performance of the same.

 - b. For Professional Services, ROK will invoice City of O'Fallon, MO 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.

2. **Deposit.** ROK reserves the right to charge City of O'Fallon, MO a deposit for payment on any SOW.

3. **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 City of O'Fallon, MO 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 City of O'Fallon, MO withholding payment. Notice of any disputed charge does not release City of O'Fallon, MO 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 City of O'Fallon, MO 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.

4. **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, City of O'Fallon, MO shall be liable for all costs thereof, including reasonable attorneys' fees. If City of O'Fallon, MO 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 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.
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 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 City of O'Fallon, MO, 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 City of O'Fallon, MO 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. 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, City of O'Fallon, MO 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

Tenant Backups. For Tenants, backups will be performed and retained by ROK according to the schedule set forth in the SLA or other SOW.

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

I. City of O'Fallon, MO RESPONSIBILITIES AND RESTRICTIONS

1. **Tenant responsibilities.** As a Tenant, City of O'Fallon, MO shall be solely responsible for:
 - a. Confidentially maintaining an accurate and complete list of all individuals that are authorized by City of O'Fallon, MO to have access credentials ("**Authorized Users**");
 - b. The security and use of access credentials by the Authorized Users;
 - c. The use of the Services by the Authorized Users in compliance with City of O'Fallon, MO's responsibilities and restrictions under this Agreement.
 - d. 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;
 - e. The content of the data provided to ROK or otherwise hosted by ROK for the City of O'Fallon, MO under this Agreement, including without limitation ensuring that all such content is benign and suitable for hosting in a public cloud environment.

- f. Securing and maintaining all rights in the data provided to ROK or otherwise hosted by ROK for the City of O'Fallon, MO necessary for ROK to provide Services without violating the rights of any third party or otherwise obligating ROK to City of O'Fallon, MO or to any third-party;
- g. 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;
- h. City of O'Fallon, MO's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by City of O'Fallon, MO or through third-Party services;
- i. All access to and use of the Services directly or indirectly with or without City of O'Fallon, MO's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use; and
- j. 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.

2. Tenant restrictions. As a Tenant, City of O'Fallon, MO shall not, and shall not permit others to:

- a. Copy, modify, or create derivative works or improvements of the Services;
- b. 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;
- c. 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;
- d. 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;
- e. 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;
- f. 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;
- g. 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;
- h. 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;

i. 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

j. 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.

3. **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 City of O'Fallon, MO or any third party, including failure to acknowledge a recovery volume; (iii) that result from City of O'Fallon, MO's equipment, software or other technology and/or third party equipment obtained by City of O'Fallon, MO, software or other technology (other than third-party equipment within ROK's direct control); (iv) that result from City of O'Fallon, MO or third-party (including AWS) policies or protocols inherited by ROK; (v) relating to compliance with laws applicable to City of O'Fallon, MO or City of O'Fallon, MO's industry that are not generally applicable to information technology service providers; or (vi) arising from ROK's suspension or termination of City of O'Fallon, MO'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 City of O'Fallon, MO at its exclusive discretion.

4. **Non-Tenant responsibilities.** As a Non-Tenant, City of O'Fallon, MO shall be solely responsible for:

a. Confidentially maintaining an accurate and complete list of Authorized Users;

b. The security and use of access credentials by the Authorized Users;

c. The use of the Services by the Authorized Users in compliance with City of O'Fallon, MO's responsibilities and restrictions under this Agreement;

d. Employing all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Services and control the content and use of City of O'Fallon, MO data, including the uploading or other provision of data for processing by the Services;

e. The content of data associated with or effected by Services provided by ROK, including without limitation ensuring that all such content is benign and suitable for hosting in a public cloud environment;

f. Security, protection, and backup of data associated with or effected by Services provided by ROK; and

g. Compliance with laws applicable to the use of data associated with or effected by Services provided by ROK;

h. Use of Services in a manner that infringes, misappropriates, or otherwise violates any intellectual

property right, privacy right, or other right of any third Party including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any third-Party, or that violates any applicable law;

i. Set up, maintenance, and operation all City of O'Fallon, MO systems in good repair on or through which the Services are accessed or used;

j. Providing ROK with such access to City of O'Fallon, MO's premises and City of O'Fallon, MO systems as is necessary for ROK to perform the Services;

k. City of O'Fallon, MO's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by City of O'Fallon, MO or through the use of third-Party services;

l. All access to and use of the Services directly or indirectly with or without City of O'Fallon, MO's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use; and

m. 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.

5. Non-Tenant Restrictions - as a Non-Tenant, City of O'Fallon, MO shall not, and shall not permit others to:

a. Copy, modify, or create derivative works or improvements of the Services;

b. 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;

c. Damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services or ROK's provision of Services;

d. 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;

e. 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;

f. 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

g. 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.

6. **All Tenant and Non-Tenants.** Except to the extent caused by ROK’s breach of this Agreement, City of O’Fallon, MO is responsible for all activities that occur on City of O’Fallon, MO’s Platform or under all City of O’Fallon, MO accounts, regardless of whether the activities are authorized by City of O’Fallon, MO or undertaken by City of O’Fallon, MO, City of O’Fallon, MO’s employees or a third party (including City of O’Fallon, MO’s contractors, agents or end users), and ROK is not responsible for unauthorized access to City of O’Fallon, MO accounts.

J. WARRANTY; DISCLAIMER AND LIMITATIONS

Services Warranty. With respect to Services performed by ROK, ROK warrants to City of O’Fallon, MO, 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). City of O’Fallon, MO 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 City of O’Fallon, MO’s final acceptance of the Services.

1. **Third-Party Product Warranties.** With respect to particular products manufactured or supplied by third parties to ROK for resale to City of O’Fallon, MO, 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 City of O’Fallon, MO, if possible, and City of O’Fallon, MO’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 City of O’Fallon, MO 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 City of O’Fallon, MO’s request, ROK agrees to take all actions reasonably necessary or appropriate to secure City of O’Fallon, MO’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 City of O’Fallon, MO at the applicable ROK rate.
2. **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 City of O’Fallon, MO’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, MERCHANTABILITY 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.
3. **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 City of O'Fallon, MO'S USE OR TRANSFER OF ANY SERVICES SOLD HEREUNDER. NO ACTION, REGARDLESS OF THE FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY City of O'Fallon, MO 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 City of O’Fallon, MO’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. **City of O'Fallon, MO IP.** As between City of O'Fallon, MO and ROK, City of O'Fallon, MO at all times retains all right, title and interest in and to all of City of O'Fallon, MO's data and applications provided by City of O'Fallon, MO to ROK hereunder, City of O'Fallon, MO's pre-existing technology and all intellectual property that is developed by City of O'Fallon, MO or by a third party on City of O'Fallon, MO'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 City of O'Fallon, MO in order to provide the Services (e.g., accepting City of O'Fallon, MO's website terms to access City of O'Fallon, MO'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.

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 Verification

Printed Name

Printed Name Michael Snowden

Title

Title City Administrator

Date

August 12, 2024

Date

08/08/2024

