



Notice of Intent to Award a Sole Source Procurement

Subject: Purchase of ROK Technologies cloud based GIS Hosting Service

Document Number: NTS-20-038-MC

Date: September 29, 2020

Written Response Due: October 6, 2020

Time: 2:00 PM EST

E-mail Address: bids@citynmb.com

This is not a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the City intends to negotiate and award with only one source under the authority of the City of North Miami Beach City Code Section 3-4.8. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

The City of North Miami Beach, Florida intends to negotiate a Sole Source procurement:

Request Department/Office: NMB Water

Product and/or services to be purchased: GIS hosting service that deploys and manages GIS software and infrastructure.

Anticipated Cost: \$203,020 for 2 years

Sole Source Justification: ROK Technologies is the sole source provider of GoMaps, and the ROK Managed Cloud Environment with accelerated managed services.

Active to be Taken: Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, email, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Chief Procurement Officer & sourcing Buyer II not to compete this proposed action based on the responses to this notice is solely within the discretion of the Chief Procurement Officer.

All responses must be in writing and returned to ATTN: City of North Miami Beach, 17011 NE 19th Ave., Suite 315, North Miami Beach, FL 33162 by: e-mail to bids@citynmb.com. Note the number of the Sole Source Information inquiry on documentation.



SOLE SOURCE REQUEST FORM

PROCUREMENT MANAGEMENT DIVISION

TO: Esmond Scott
City Manager

VIA: Donna Rockfeld, CPPB
Chief Procurement Officer

FROM: Jafeth Baez, P.E., Director of NMB Water

Via) Whitney Padole - Assistant Project Manager- NMB Water

DATE: 9/22/2020

RE: Use of ROK Technologies as Sole Source Providers of AWS/GIS Cloud-hosting Services

Annual Expenditure not to Exceed: \$ 203,020 Vendor # 519963

Section 3-4.5 Exemptions for Bidding, Purchase of the following materials and services shall be exempt from the bidding process and subject to the spending limitations provided in subsection 3-3.14, unless otherwise provided by State law: a. Sole source purchases. Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one (1) source.

Sole Source Justification: 3-4.8 Sole Source Purchasing. Department heads may recommend purchase of a part, commodity, or service from a sole source supplier after a reasonable search has been made to find other suppliers. The recommendation shall include a written justification documenting the potential vendors contacted, and the results. The Purchasing Agent shall either confirm the lack of additional suppliers or inform the Department of potential suppliers.

ROK Technologies is a cloud-based GIS Hosting service that deploy and manage GIS softwares & infrastructure. The mapping product currently integrates into our city website allow users to perform query and analysis of our current GIS data. ROK has 20 years of experience, also been recommended by our ERP solution provider, Tyler Technologies, as the vendor of use for any integration with Tyler's land management software. A letter of Sole Source regarding Esri's suite of software offerings in the cloud, plus provide custom-designed architecture and ongoing maintenance and support to public and private sector, ROK currently hosts our GoMap data, Cityworks, InforMap, Harris Billing Application and ArcGIS applications as well as the mapping services for Cityworks and possibly Energov's permitting software in the future.

Approved

Date

Donna Rockfeld, CPPB, Chief Procurement Officer (Up to \$25,000)

Esmond Scott, City Manager (Up to \$50,000)

Purchases exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review.



PROCUREMENT EXPLANATION MEMO

PROCUREMENT MANAGEMENT DIVISION

TO: Esmond Scott
City Manager

VIA: Donna Rockfeld, CPPB
Chief Procurement Officer

FROM: Jafeth Baez, PE, MSCE
Name
Director of NMB Water
Title/Department

DATE: 8/13/2020

RE: Use of ROK Technologies as Sole Source Providers of AWS/GIS Cloud-hosting Services

Fiscal Amount not to Exceed: \$ 203,020

Vendor # 519963

Purpose (How does it align with City NMB Strategic Plan?):

Our Mapping, Permitting, and CIS (Customer Integrated System) data currently and securely resides in ROK's cloud-hosting system, located in Virginia. This includes our GoMap data, Cityworks/mapping services, InforMap, Harris Billing Application and ArcGIS applications. They have provided custom designed architecture and ongoing maintenance and support to public and private sector. The use of this vendor has allowed us to be a high performing City organization providing exceptional customer service.

Background:

The ROK Team has over 75 combined years of experience in the design, maintenance, and optimization of cloud-based GIS solutions. GoMaps is a proprietary software which was first developed and designed by ROK Technologies. City of NMB staff verified this through an internet search. No other company produces this product nor does any other vendor sell this product for ROK Technologies. In addition, GoMaps houses all of our GIS data for Planning and Zoning information which can be view on-line 24/7.

Recommendation:

Currently the City has four major applications hosted on ROK's system. They are GIS, CIS, Permitting, and Asset Management (Cityworks). These applications affect the City's Utility, Finance, Permitting, and Public Works divisions. If we were to discontinue use of the ROK system the cost of designing and annually maintaining an in-house system would significantly exceed the amount ROK has quoted the City. It is City staff's recommendation to remain with ROK Technologies Cloud-Hosting system,

Fiscal Impact / Account Number(s):

410900-533540

Contact Person(s):

Deya Manzanares - Asst. to the Public Utilities Director, or Whitney Padote - Assistant Project Manager- N

Jafeth Baez
Director of North Miami Beach Water
City of North Miami Beach
17011 NE 19 Avenue, 3rd Floor
North Miami Beach, FL 33162

ROK Technologies, LLC (ROK) is pleased to present this Service Level Agreement to North Miami Beach Water to provide ROK Managed Cloud Hosting Services. This agreement outlines the Cloud Environment and Ongoing Management that will be provided by ROK Technologies, LLC for North Miami Beach Water.

Infrastructure and Services

Annual Managed Cloud Hosting Costs

Your ROK Managed Cloud Environment Includes:

- ArcGIS Server 4 cpu / 16gb RAM 200 GB disk
- Portal / Datastore 4 cpu / 20gb RAM 500 GB disk
- Webserver 2 cpu / 4gb ram 60 GB disk
- SQL Server 4 cpu / 16gb RAM 300 GB disk (including SQL licensing)
- 7 Virtualized ArcGIS Desktop users + 3 Harris Finance users
- 2 AWS Performance Workspaces
- 50 Citrix Seats
- Upgraded CityWorks server
- ROK's Managed Services - Accelerate(8 Hours/Month)

ROK's Accelerate Managed Services includes the following support for your Cloud environment.

Monthly Reporting and Cost Analysis | 8 hours of Live Support per month | RDMS Utilization Reports | Web Traffic Reporting | Server Monitoring and Management | Right Sizing Hardware Assets | OS Updates and Patches | Application Server Upgrades and Patches | VDI Application Patches (ArcGIS Desktop / Pro) | Full Stack Optimization and Management

Additional live support can be purchased hourly @ a rate of \$250 per hour

Services	Costs
ROK's AWS Managed Cloud Environment with Accelerate Managed Services	\$101,509.92

Total Costs Year 1	\$101,509.92
Total Costs Year 2	\$101,509.92

****Not to exceed \$203,019.84 for the total 2 year contract without prior approval and change orders/addendums.**

**Annual Hosting Costs are due no more than 7 days prior to the contract year start date. All hosting costs are estimates and are subject to change should the environment exceed the specifications and use outlined in this agreement. If the costs change, ROK will notify North Miami Beach Water and alert them to the overages. North Miami Beach will have 30 days in which to pay the increased amount owed. All One-time fees will be invoiced 50% upon start and 50% upon completion are due 30 days from invoice date.*

This Agreement is subject to the ROK Terms of Service Agreement.

Agreement Start Date: _____ Agreement Type: Annual _____ Monthly _____

Agreement End Date: _____

ROK Technologies, LLC

By: _____

Signature of person signing

VP, Sales & Marketing

Print name and title of person signing

9/22/2020

Date

CLIENT: _____

By: _____

Signature of person signing

Print name and title of person signing

Date

ROK Terms of Service Agreement

This Terms of Service Agreement, together with the Service Level Agreement, Acceptable Use Policy, any other documents referenced herein and any amendments signed between the parties (collectively, this "Agreement") is made between ROK Technologies, LLC, a South Carolina limited liability company ("ROK") and City of North Miami Beach (collectively "you" or "your" or "I") is effective November 1, 2020 (the "Effective Date"). The Effective Date of Completion is October 31, 2022.

BY EXECUTING AND DELIVERING THE TERMS OF SERVICE AGREEMENT, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

1. Definitions

"Acceptable Use Policy" or **"AUP"** means the ROK Acceptable Use Policy as of the date you sign the Agreement, as such policy may be amended from time to time by ROK.

"Business Day" means 8:00 a.m. – 5:00 p.m. Monday through Friday, United States eastern time, excluding federal public holidays in the United States.

"Confidential Information" means all information disclosed by one of us to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including: (i) for you, all information transmitted to or from, or stored on, the ROK cloud system, (ii) for ROK, unpublished prices and other terms of service, server configuration designs, and other proprietary information or technology, and (iii) for both of us, information that is marked or otherwise conspicuously designated as confidential. Information that is developed by one of us on our own, without reference to the other's Confidential Information, or that becomes available to one of us other than through violation of the Agreement or applicable law, shall not be "Confidential Information" of the other party.

"Fees" means the Setup Fees, Service Fees, Recurring Fees, and Non-Recurring Fees.

"Non-Recurring Fees" mean those fees set forth in the Agreement that are due when and if a Service is utilized, such as additional bandwidth used by you during the term of this Agreement.

"PII" mean Personal Identifiable Information.

"Recurring Fees" mean those fees set forth in the Agreement that are due on a recurring basis throughout the term of this Agreement.

"Service Fees" means the applicable billing fees for the services described in the scope of work.

"Service Commencement Date" means that date upon which you are given access by ROK to begin using the Services. **"Service Level Agreement"** means the ROK Service Level Agreement; as such agreement may be amended from time to time by ROK.

"Services" means those services requested by you and provided by ROK as set forth in the Agreement.

"Setup Fees" mean those fees set forth in the Agreement that are due and represent the initial fees necessary to initially set up and configure the Services.

"Support" means the telephone and other technical support provided by ROK about the Services.

2. ROK Obligations

Subject to your compliance with all the terms and conditions of this Agreement, ROK shall provide the Services and Support to you during the term of this Agreement in accordance with the commitments made in the Service Level Agreement and in accordance with applicable law.

3. Your Obligations

You agree to do each of the following: (i) comply with applicable law and the Acceptable Use Policy; (ii) pay when due the fees for the Services; (iii) use reasonable security precautions in light of your use of the Services, including encrypting any PII transmitted to or from, or stored on, the ROK Services you use; (iv) cooperate with ROK's reasonable investigation of outages, security problems, and any suspected breach of the Agreement; (v) keep your billing contact and other account information up to date; and (vi) immediately notify ROK of any unauthorized use of your account or any other breach of security.

4. Fees

Your initial invoice may include any Setup Fees and the pro-rated portion of the Recurring Fees from the Service Commencement Date until expiration of the Recurrence Period. Thereafter, ROK will invoice you in advance for the Recurring Fees and in arrears for the Non-Recurring Fees at the beginning of each month.

5. Payments

Payment for Services is due within thirty (30) days of your receipt of the invoice. Any amount not paid when due will bear late payment interest at the rate of 1.5% per month from five (5) days after the due date until paid. You shall be liable for all costs and expenses incurred by ROK in collecting amounts that are past due, including reasonable attorneys' fees.

You must notify ROK in writing of any disputed Fees within sixty (60) days of the invoice date for such Fees. If you do not notify ROK within such period, you have waived any right to dispute such amounts, either directly or indirectly or as a set-off, or defense in any action or efforts to collect amounts due to ROK. The notice must include the invoice number in dispute, the item(s) and amount(s) disputed and a complete description of the basis for your withholding payment. Notice of any dispute does not release you from the obligation of paying any remaining balance of the invoice under the terms specified.

Upon resolution of the dispute, ROK will apply a credit to Fees due from you or you will pay the total amount outstanding referenced in the dispute. Any disputed charge resolved in ROK's favor shall be liable to accrue late payment fees beginning ten (10) days after the resolution of the dispute.

6. Suspension of Services

You acknowledge and agree that ROK may suspend providing the Services to you, in whole or in part, without liability if (i) you fail to pay the Fees due ROK for a period of sixty (60) days after the date of your receipt of the invoice, (ii) you are in violation of the Acceptable Use Policy, (iii) you fail to reasonably cooperate with ROK's investigation of any suspected breaches of this Agreement, (iv) ROK reasonably believes that the servers hosting the Services have been accessed or manipulated by a third party without your or ROK's consent, (v) ROK reasonably believes that suspension of the Services is necessary to protect the ROK environment generally, or (vi) ROK is obligated to suspend Services via subpoena, court order or otherwise as required by law. ROK may restrict access to your data stored on ROK's servers during any suspension. We will give you reasonable notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension is based, unless we determine, in our reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is

necessary to protect ROK or its other customers from imminent and significant operational or security risk. In the event of any suspension of Services pursuant to subsections (i), (ii) or (iii), you shall pay ROK a reconnection fee of \$150.00 as a condition of reactivation of the Services, in addition to full payment of the balance due on the account, including late payment interest, if any. IN THE EVENT ROK TAKES ANY ACTION PURSUANT TO THIS SECTION, IT SHALL HAVE NO LIABILITY TO YOU OR ANYONE CLAIMING BY OR THROUGH YOU. Nothing herein shall preclude ROK from pursuing other remedies available by statute or otherwise permitted by law.

7. Termination for Convenience

Termination for convenience of this Agreement prior to the Effective Date of Completion, must be in writing. If we terminate your service for nonpayment or other default before the end of the Agreement, or if you terminate your service for any reason other than what is outlined in Section 8 below, you will be subject to an Early Termination Fee. The Early Termination Fee will be equal to 50% of the remainder of the Agreement. Termination of the Agreement within sixty (60) days of the Effective Date of Completion will be subject to an Early Termination Fee equal to the remainder of the Agreement. Early Termination Fee is calculated based from the date of termination to the Effective Date of completion and is prorated to the day. The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Agreement on which your rate is based. AFTER THE EFFECTIVE DATE OF COMPLETION, THE AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL EITHER PARTY GIVES NOTICE PURSUANT TO THE TERMINATION PROVISION BELOW.

8. Termination for Breach without limiting your right to early termination

Pursuant to Section 7, you may terminate this Agreement in the event of a material breach by ROK upon no less than fifteen (15) days' prior written notice and opportunity to cure such material breach. Without limiting ROK's rights to suspend the Services pursuant to Section 6, ROK may terminate this Agreement in the event of a material breach by you upon no less than fifteen (15) days' prior written notice and opportunity to cure such material breach. Notwithstanding the foregoing, ROK may terminate this Agreement immediately if you violate the Acceptable Use Policy, whether you subsequently cure such violation. Expiration or termination of this Agreement shall not relieve your requirement to pay Fees for Services provided prior to the effective date of termination.

9. Migration and Deletion of Data Upon termination of Services

Content and any other data shall be deleted if notice is not received within 30 days of termination. If notice is received, data may be migrated at your expense, including charges for time and materials at ROK's standard hourly rates, and only after payment of storage fees for the period subsequent to termination.

10. Maintenance

ROK may from time to time conduct routine tests, maintenance, upgrade, or repair on any part of the network, and ROK shall use commercially reasonable efforts to give you prior notice thereof. You acknowledge that there may be instances where it is not practicable for ROK to give notice of a disruption, for example, in the event of an emergency, and ROK shall be entitled to disrupt the Services to conduct restoration and remedial works without prior notice.

11. Unauthorized Access to Your Data or Use of the Services

ROK is not responsible to you for unauthorized access to your data or the unauthorized use of the Services unless the unauthorized access or use results from ROK's failure to meet its security obligations stated in the Agreement. You are responsible for the use of the Services by any employee of yours, any person to whom you have given access to the Services, and any person who gains access to your data or the Services because of your failure to use reasonable security precautions, even if you did not authorize such use.

12. Confidential Information

Each party will safeguard and keep confidential all Confidential Information of the other and will return the other's Confidential Information upon request, except to the extent further retention of such Confidential Information is necessary for a party to perform any post-termination obligations or exercise any post-termination rights under this Agreement. Each party agrees to safeguard the other's Confidential Information using measures that are equal to the standard of performance used by the Non-Disclosing party to safeguard its own Confidential Information of comparable value, but in no event less than reasonable care. Neither party will use any Confidential Information of the other party for any purpose except to implement its rights and obligations under this Agreement and as otherwise expressly contemplated by this Agreement; provided, however, that if any party or its representatives is requested or required to disclose any Confidential Information by a subpoena or court order, that party will promptly notify the other party (unless prohibited by such subpoena or order) of such request or requirement so that the other party may seek an appropriate protective order or other appropriate relief and/or waive compliance with provisions of this Agreement, and if, in the absence of such relief or waiver hereunder, any party or its representative are, in the opinion of its counsel, legally compelled to disclose Confidential Information, then that party may disclose so much of the Confidential Information to the person compelling disclosure as is, according to such opinion, required, without liability hereunder.

13. Limited Warranty

ROK represents that it shall provide the Services in compliance with its Service Level Agreement. EXCEPT FOR THIS WARRANTY, ROK AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, TITLE, AND NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ROK SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. FURTHER, ROK MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND SHALL HAVE NO LIABILITY WHATSOEVER, WITH RESPECT TO THE ACCURACY, DEPENDABILITY, PRIVACY, SECURITY, AUTHENTICITY, OR COMPLETENESS OF DATA TRANSMITTED OVER THE INTERNET, OR ANY INTRUSION, VIRUS, DISRUPTION, LOSS OF COMMUNICATION, LOSS OR CORRUPTION OF DATA, OR OTHER ERROR OR EVENT CAUSED OR PERMITTED BY OR INTRODUCED THROUGH THE INTERNET OR THE SERVERS UPON WHICH THE SERVICES ARE PROVIDED. YOU ARE SOLELY RESPONSIBLE FOR IMPLEMENTING ADEQUATE FIREWALL, PASSWORD, AND OTHER SECURITY MEASURES TO PROTECT YOUR SYSTEMS, DATA, AND APPLICATIONS FROM UNWANTED INTRUSION, WHETHER OVER THE INTERNET OR BY OTHER MEANS.

14. Limitation of Liability

EXCEPT FOR ROK'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, AND ITS LICENSOR'S EXCEPT TO THE EXTENT SET FORTH IN THE SERVICE LEVEL AGREEMENT, ROK SHALL HAVE NO LIABILITY SHOULD THERE BE ANY DELAY IN THE PROVISION OF THE SERVICE. ROK AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES, OR FOR LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR ANY DATA SUPPLIED THEREWITH OR ANY FAILURE OR DELAY IN DELIVERING THE SERVICES, EVEN IF ROK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCE SHALL ROK ASSUME ANY LIABILITY OR RESPONSIBILITY TO YOU FOR SUSPENSION OF SERVICE TO THE EXTENT PERMITTED BY THIS AGREEMENT

15. Indemnification

ROK shall defend, indemnify and hold you, your affiliates or any of your or their respective employees, agents or suppliers, harmless from and against any and all costs, liabilities, judgments, actions, losses and expenses

(including, but not limited to, reasonable attorneys' fees and fees of experts) (collectively, "Losses") arising out of any threatened or actual claim, suit, action, arbitration or proceeding (collectively, "Claims") by any third party arising out of or relating to (i) ROK's gross negligence or willful misconduct or (ii) a claim that the Services as provided by ROK under this Agreement infringe upon the United States patent or copyright of a third party; provided that (a) you give ROK prompt written notice of the claim, (b) you permit ROK sole control over the defense and settlement of the claim, and (c) you reasonably cooperate with ROK in the defense and/or settlement of the claim. You shall defend, indemnify and hold ROK, its affiliates or any of its respective employees, agents or suppliers, harmless from and against any and all Losses arising out of or relating to (i) your gross negligence or willful misconduct or (ii) your violation of the Acceptable Use Policy or the law; provided that (a) ROK gives you prompt written notice of the claim, (b) ROK permits you sole control over the defense and settlement of the claim, and (c) ROK reasonably cooperates with you in the defense and/or settlement of the claim. Your obligation under this Section 15 include claims arising out of acts or omissions by your employees, users and any other person who gains access to the Services because of your failure to use reasonable security measures.

16. Ownership of Intellectual Property

Software; Hardware and IP Addresses Each of us shall retain all rights, title, and interest in and to each party's respective intellectual property rights, including without limitation, all patents, inventions, trademarks, copyrights, and trade secrets. Any intellectual property used, developed, or otherwise reduced to practice in providing the Services to you shall be the sole and exclusive property of ROK and/or its licensors, unless we specifically agree in writing otherwise. You acknowledge and agree that you do not acquire any ownership interest in any of the servers or other hardware used to provide the Services hereunder. Similarly, we do not acquire any ownership interest in the content or data that you store on the servers or transmit via the Services. You acknowledge and agree that third-party software and hardware are used in the provision of Services. Accordingly, you agree to abide by the terms and conditions of any end user licenses or other agreements relating to the use of such hardware or software. You acknowledge and agree that any IP addresses that ROK may assign to you regarding the Services are registered to and owed by ROK and upon any expiration or termination of this Agreement, you agree to release and cease using any such IP addresses.

17. Miscellaneous

a. Non-Solicitation

During the term of this Agreement and for a period of one (1) year thereafter, you shall not solicit or hire the services of any employee or subcontractor of ROK without the prior written consent of ROK.

b. Force Majeure.

ROK shall not be deemed to be in breach of this Agreement and shall have no liability hereunder if its obligations are delayed or prevented by any reason of any act of God, war, terrorism, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, failure of any transportation or communication system, non-performance of any of your agents or your third-party providers (including, without limitation, the failure or performance of common carriers, interchange carriers, local exchange carriers, internet service providers, suppliers, subcontractors) or any other cause beyond its reasonable control.

c. Notice of Claim and Filing of Suit.

You must present any claim in writing to ROK within a reasonable time, and in no event longer than sixty (60) days after the event for which the claim is presented so as to permit the parties to attempt to resolve the claim. All applicable statute of limitations as established by law shall apply.

d. Notices.

Except to the extent that notices may be sent by electronic mail as specifically set forth in this Agreement, notices under this Agreement will be sufficient only if (i) mailed by certified or registered mail, return receipt requested, (ii) sent by internationally recognized overnight carrier or (iii) personally delivered. Notices shall be deemed delivered upon receipt by the other party. Notices to you shall be sent to the mailing address associated with your account. Notices to ROK shall be sent to ROK Technologies, LLC., 1 Carriage Lane #B201, Charleston, SC 29407 Attn: Legal. Either party may change their notices address by written notice to the other party.

e. Survival.

The provisions of Sections 1, 11, 12, 13, 14, 15 and 16 shall survive any termination or expiration of this Agreement.

f. Authority; Assignment.

You acknowledge that you have the authority to enter into this Agreement on behalf of your company and that you may authorize other individuals to purchase additional services. This Agreement binds any of your authorized users, as well as your successors, and assigns.

This Agreement may not be assigned by you without the prior written consent of ROK, which shall not be unreasonably withheld or delayed.

g. Governing Law; Jurisdiction.

This Agreement is governed by the laws of the State of Florida excluding its conflicts of laws principles and venue shall be proper and shall lie exclusively in the Superior Court of Miami-Dade County.

h. General

This Agreement, together with the Service Level Agreement, Acceptable Use Policy, any other documents referenced herein and any amendments signed between the parties, constitutes the entire understanding between ROK and you with respect to subject matter hereof. Terms and conditions as set forth in any purchase order which differ from, conflict with, or are not included in this Agreement, shall not become part of this Agreement unless specifically accepted by ROK in writing.

i. Scope of Services

ROK will provide you with application development services as mutually agreed upon and described in the attached Statement of Work. The parties may use this Agreement for multiple Statements of Work. Each Statement of Work must reference this Agreement.

Statements of Work will be written documents setting forth at a minimum:

- A complete, sufficiently-detailed description of the types of development services to be rendered;
- The applicable billing rates for the development services to be rendered (Services Fees); and
- Any additional terms and conditions to which the parties may agree.

The parties contemplate that it may be desirable to make changes to the Statement(s) of Work. Before performing any work associated with any such change, a written Change Order shall set forth the necessary revisions to the Statement(s) of Work, and the parties, shall agree in writing that such work constitutes a change from the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the Change Order. Each Change Order shall be numbered serially and executed by you and ROK

Executive Staff of yours and ROK and will review the status of the Services, Statement(s) of Work, Change Orders, invoices and estimates as may be required. A written status report will be produced regarding the review. You and ROK agree to execute and maintain copies of these status reports.

Service Level Agreement

This Service Level Agreement (the "SLA") is an integral part of your agreement with ROK Technologies, LLC, a South Carolina limited liability company ("ROK") for the provision of services (collectively the "Services") set forth on the ROK Terms of Service Agreement.

This SLA defines the terms of our responsibility with respect to the Services that we provide (the "Service Commitments") and your remedies if we fail to meet these Service Commitments. This SLA and the refunds set forth herein (the "Service Credits") represent ROK's sole obligation and your sole remedy for our failure to meet such Service Commitments. The Service Commitments under this SLA are as follows:

Network Uptime

ROK guarantees 99.9% network uptime for our public Internet network, excluding scheduled maintenance. Notwithstanding the foregoing, you recognize that the internet is comprised of thousands upon thousands of autonomous systems that are beyond the control of ROK. This SLA and the 99.9% Network Uptime Service Commitment cover the provision of access by ROK to the global internet "cloud". Routing anomalies, asymmetries, inconsistencies, and failures of the Internet outside of the control of ROK can and will occur, and such instances shall not be considered any failure of the 99.9% Network Uptime Service Commitment. ROK proactively monitors network uptime. The results of these monitoring systems shall provide the sole and exclusive determination of network uptime

Infrastructure Uptime

ROK guarantees that the critical infrastructure systems will be available 99.9% of the time in each month, excluding scheduled maintenance. Critical infrastructure systems include all power and HVAC infrastructure, including UPS, PDU and cabling. Critical infrastructure systems do not include any software or services running on a server, nor do they include any server hardware. ROK proactively monitors infrastructure availability. The results of these monitoring systems shall provide the sole and exclusive determination of infrastructure availability.

Host Uptime

ROK guarantees the functioning of all server hosts, including compute, storage, and hypervisor. If a server host fails, we guarantee that restoration or repair will be complete within one hour of problem identification. If a server migration is required because of server host degradation, we will notify you at least 24 hours in advance of beginning the migration, unless we determine, in our reasonable judgment, that we must begin the migration sooner to protect your server data. Either way, we guarantee that the migration will be complete within three hours of the time that we begin the migration. ROK proactively monitors host uptime. The results of these monitoring systems shall provide the sole and exclusive determination of host uptime.

Backup Responsibility

ROK performs database backups nightly as part of this agreement. Static web applications are backed up on a weekly basis.

ROK may modify any aspect of this SLA upon thirty (30) days' prior notice. Should you wish to terminate this Agreement because of such modification, you may do so by sending a notice of termination via an email to sales@roktch.net any time prior to the effective date of such modification and no Early Termination Fees will apply. Absent such termination notice, the modified SLA shall apply from the effective date for as long as you continue to retain Services from ROK.

Acceptable Use Policy

This Acceptable Use Policy (the "Policy" or "AUP") is an integral part of your agreement with ROK Technologies, LLC, a South Carolina limited liability company ("ROK") for the provision of services (collectively the "Services") set forth on the ROK Terms of Service Agreement.

This Policy is designed to help protect ROK's customers from irresponsible and/or illegal activities. The Policy is a non-exclusive list of the actions prohibited by ROK, and ROK reserves the right to modify the Policy at any time, effective upon notice to you. ROK reserves the sole and absolute right to interpret, apply, define, and implement this Policy.

Illegal Use

Any use of ROK Services in a manner which is defined or deemed to be statutorily illegal is a direct violation of ROK's AUP. This includes, but is not limited to: death threats, terroristic threats, threats of harm to another individual, multi-level marketing scheme, "Ponzi schemes", invasion of privacy, credit card fraud, racketeering, defamation, slander, and other common illegal activities.

Export Regulations

You represent and warrant that you are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom ROK is legally prohibited to provide the Services. You may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, or as otherwise prohibited by law, nor may you provide administrative access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under United States export regulations.

Offensive Content

You may not use any ROK Service to distribute content or links to content that ROK reasonably believes:

- Constitutes, depicts, fosters, promotes, or relates in any manner to adult content, including, without limitation, child pornography, bestiality, or nonconsensual sex acts;
- Is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- Is unfair or deceptive under the consumer protection laws of any authority, including chain letters and pyramid schemes;
- Is defamatory or violates a person's privacy;

- Creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with an investigation by law enforcement;
- Improperly exposes trade secrets or other confidential or proprietary information of another person;
- Is intended to assist others in defeating technical copyright protections;
- Infringes on another person's copyright, trade, or service mark, patent, or other property right;
- Promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
- Is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to ROK;
- Is otherwise malicious or fraudulent, or may result in retaliation against ROK by offended recipients; or
- Is intended to harass or threaten.

Child Pornography

ROK has a zero-tolerance policy on child pornography and related sites. The hosting of child pornography or related sites or contact information is in direct violation of federal law and ROK's AUP.

Denial of Service

ROK absolutely prohibits the use of services or network services for the origination or control of denial of service ("DoS") attacks or distributed denial of service ("DDoS") attacks. Any relation to DoS or DDoS type activity is a direct violation of ROK's AUP.

Server Abuse

Any attempts to undermine or cause harm to an ROK server or subscriber of ROK is strictly prohibited including, but not limited to:

- Logging into a server or account that you are not authorized to access;
- Accessing data or taking any action to obtain services or information not intended for you or your use without the consent of the owner;
- Tampering, hacking, modifying, or otherwise corrupting or breaching security or authentication measures without proper authorization;
- Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting, or otherwise impairing a computer's functionality or the operation of the ROK's systems;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interfering with, intercepting, or expropriating any system, data, or information which you do not have the right to access; and
- Interfering with service to any user, host or network including, without limitation, by means of overloading, "flooding," "mailbombing," or "crashing" any computer system.

You agree that we may quarantine or delete any data stored on the ROK network if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the network or other customers' data that is stored on the network.

IRC

We do not allow IRC, Egg Drops, BNC, or IRC bots to be operated on our servers or network. Files with references to IRC or any likeness thereof are prohibited. Also, any program that acts like an IRC server or that provide chat functions that run as background processes are not allowed.

Proxies

We do not allow proxy servers of any kind, whether for personal or business use. Files with references to any proxy or likeness thereof are prohibited.

Game Servers

We do not allow game servers (dedicated game server programs) of any kind.

Fraudulent Activities

ROK prohibits utilizing dedicated services or network services for fraudulent activities. Participation in fraudulent activities is in direct violation of state and federal law and ROK's AUP.

Distribution of Malware

ROK prohibits the storage, distribution, fabrication, or use of malware including virus software, root kits, password crackers, adware, keystroke capture programs and other programs normally used in malicious activity; provided, however, programs used in the normal ordinary course of business are deemed acceptable. As an example, a security company hosting at ROK analyzes the latest root kit for new security analysis/software.

Phishing

ROK strictly prohibits any activity associated with phishing or systems designed to collect personal information (name, account numbers, user names, passwords, etc.) under false pretense. Splash pages, phishing forms, email distribution, proxy email or any relation to phishing activities will result in immediate removal.

HYIP or Ponzi Schemes

High Yield Investment Plans or Ponzi schemes with the intent to defraud end users are illegal and not allowed on the network. This includes hosting, linking, and/or advertising via email websites or schemes designed to defraud.

You may not attempt to probe, scan, penetrate or test the vulnerability of an ROK system, subsystem, or network or to attempt to breach security or authentication measures, whether by passive or intrusive techniques, without ROK's express written consent.

IP Address Usage

You may only use IP addresses assigned to you by ROK about your ROK Services. You agree that if the ROK IP addresses assigned to your account are listed on an abuse database, you will be in violation of this AUP, and ROK may take reasonable action to protect its IP addresses, including suspension and/or termination of your Service, regardless of whether the IP addresses were listed because of your actions.

Bulk Mail

You may not use any ROK Service to send Bulk Mail. "Bulk Mail" means email messages of similar content that are sent to more than two hundred and fifty (250) recipients. Attempts to circumvent this restriction by breaking up bulk email over time, using multiple accounts, or other means will be a violation of this restriction. A mail message sent to other users within your domain names hosted on the ROK system is not considered Bulk Mail.

Unsolicited Mail

You may not send unsolicited email. Email is unsolicited if you have no pre-existing relationship with the recipient, unless the recipient has published or otherwise provided his or her email address in a manner which implies consent to receive the email. You may not send email of any kind to a person who has indicated that they do not wish to receive it. Any such email shall comply with all laws and regulations, including without limitation, the CAN SPAM Act.

Message Source

You may not obscure the source of your email in any manner, including by intentionally omitting, forging, or misrepresenting messages headers or return addresses.

Email Abuse Complaints

Complaints from email recipients and third-party abuse agencies (e.g. SpamHaus or Spamcop) shall be deemed proof of the facts stated therein unless you provide compelling evidence to the contrary. ROK shall have the right to terminate your mail service if we receive excessive or repeated complaints from your email recipients, regardless of whether you are in breach of this AUP or are otherwise at fault.

UseNet SPAM

The use of dedicated services to send, receive, forward, or post UseNet unsolicited email or posts is a direct violation of ROK's AUP. This includes UseNet services located within the ROK network or unrelated third-party networks.

Contact Information Filed with Domain Name Registrar

You must have valid and current information on file with your domain name registrar for any domain hosted on the ROK network. You agree that if you register a DNS record or zone on ROK managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrar's WHOIS system, that, upon request from the registrant or administrative contact according to the registrar's WHOIS system, ROK may modify, transfer, or delete such records or zones

You, the customer, acknowledge that to facilitate efficient server management, inventory, and related activities, the ROK servers may include an ROK administrative account and password and/or an ROK daemon. All reasonable precautions are made by ROK to maintain the security of these tools and the privacy of client data. You will not tamper, hinder, delete or in any way change the functioning of these tools.

Disclosure to Law Enforcement

Occasionally, ROK is required by law to submit customer information to law enforcement officials when presented with a valid subpoena or order from a court or governmental entity. Information requested is disclosed as directed pursuant to the subpoena or order. ROK utilizes great care in keeping customer information safe and private and will only release information have described in the subpoena order. ROK will notify customer of the information request to the extent permitted by the subpoena or order.

Reporting Violation of the Acceptable Use Policy

ROK accepts reports of alleged violations of this AUP via techops@ROK-us.com. Reports of alleged violations must be verified and include name, contact information, IP address, and description of the violation. ROK owes no duty to third parties reporting alleged violations; provided, however, ROK will use commercially reasonable efforts to review all verified third-party reports and will take appropriate actions.



1 CARRIAGE LANE STE. B-201
CHARLESTON, SC 29407
(888)898-3404

Disclaimer: ROK retains the right, at its sole discretion, to refuse new service to any individual, group, or business. ROK also retains the right to discontinue service to customers with excessive and/or multiple repeated violations. No credit will be available under ROK's Service Level Agreement for interruptions of service resulting from AUP violation.

IN WITNESS WHEREOF, the parties hereto have caused this ROK Terms of Service Agreement to be executed on their behalf by their respective representatives, each such representative having been first duly authorized so to act, as of the date and year first herein above written.

City of North Miami Beach

ROK Technologies, LLC.

By: _____

By: _____

Name _____

Name: Alex Coleman

Title _____

Title: VP of Sales/Marketing

Date _____

Date: 9/22/2020