



# On-Site Services Support

Date: 10/11/2022

Client: DeKalb County Public Schools

Sales Representative: Brooks Gearhart

Engagement Manager: **Bob King**

Period of Performance: 10/11/2022 – 10/12/2026

This agreement is made effective 10/11/2022, by and between DeKalb County Public Schools of 3770 N Decatur Rd, Decatur, GA 30032 ("Client") and Alliance Technology Group, LLC of 7010 Hi Tech Drive, Hanover, Maryland 21076 ("Alliance").

**DESCRIPTION OF SERVICES:** As part of ongoing Client support, Alliance will provide post-installation on-site support services to DeKalb County Public Schools for Evolv weapon detection systems. If a Client ticket is created remotely by Evolv and remote troubleshooting determines an on-site visit is required (i.e. for part replacement), Alliance Technology Group will provide on-site technical and engineering personnel as necessary to ensure that the services provided are performed promptly in accordance with the terms and conditions set forth herein.

Evolv provides 24x7x365 access to its support service organization by phone or e-mail:

- E-mail: [support@evolvtechnology.com](mailto:support@evolvtechnology.com)
- Telephone Support: +1 (833) 673-8658

Client shall promptly notify Evolv following the discovery of an Issue. Client shall assist Evolv in troubleshooting the reported Issue by (a) appointing and training the Named Contact(s), (b) unless an Issue prevents otherwise, have the system on and operational, and (c) providing all information reasonably requested by Evolv that may be necessary to deliver remote Services. Evolv will acknowledge a call by logging a case, communicating the case ID to the Customer, and assigning a Severity Level commencement of remedial action.

Evolv will assign each Issue a severity level, based on the following criteria:

- Severity 1 (Critical) – An Equipment or Software error causing a complete breakdown of the Product, resulting in serious disruption/halt to Customer's security screening process for which no reasonable and satisfactory work-around can promptly be put in place.
- Severity 2 (Medium) – Equipment or Software error causing disruption to Customer's security screening process for which a reasonable and satisfactory work-around can be put in place.
- Severity 3 (Low) – General usage questions or cosmetic issues (e.g., programming or configuration related questions, questions relating to functionality, operability, or cosmetic problems).

Once Evolv has acknowledged the receipt of a service call and assigned a Severity Level, Evolv will work to isolate, remotely troubleshoot, remedy, and work to resolve the Issue. If Evolv is unable to perform remote diagnostics within the remote response times below, an Alliance Technology Group representative, or Authorized Representative, may be deployed to perform onsite technical support.

Evolv and Alliance will ensure that each of its employees, volunteers, or contractors entering Client grounds has undergone the same criminal background check required of Client's employees, in addition to any mandatory background check performed by Evolv. Such background checks will be done by Client at the expense of Evolv or individual employee or volunteer. Additionally, Evolv agrees that any individual charges against such persons may be deemed unacceptable in Client's discretion regardless of whether dismissed, expunged, sealed, removed from a record, treated as a "first offender" action or if the matter has not been prosecuted (nolle prosequi or dead docketed).

Included in the proposal for this project is annual onsite service and maintenance as required. Alliance will be notified by Evolv if Remote Services and Troubleshooting do not resolve the issue and will provide on-site services and support as necessary. This includes coordinating and transporting necessary OEM parts to restore functionality of the system.

Certified technicians will perform necessary on-site service in conjunction with Evolv engineers until operation of the system is restored.

This work will include the time for the service engineer to travel to/from the site. Travel, labor, and other expenses associated with on-site service and support is included.

If replacement parts are provided under warranty by the OEM, Alliance will coordinate receipt of the part(s) with the technician's visit. If the repair of the system requires additional components not covered by the OEM warranty, Alliance will invoice the Client for those parts to provide required support.

**PAYMENT FOR SERVICES:** Alliance Technology Group has included the services and support outlined in this agreement with the initial acquisition costs outlined in the quoted proposal. Only parts not covered by OEM under warranty and travel/time associated due to client negligence will be invoiced separately as follows.

- \$1,280.00/day or \$160.00/hour during standard business hours (0800 – 1700 Mon - Fri)
- Minimum invoice is for 4 hours
- Necessary and reasonable travel and living costs will be billed as incurred however Alliance will make every effort to use GSA per diem rates as when applicable
- Parts not covered under OEM warranty

Work is considered to be standard and routine IT modifications between the hours of 8:00 AM to 5:00 PM Monday through Friday Eastern Time excluding Alliance (federal) holidays. Any work that must be done outside of standard business hours will also be quoted/ordered/invoiced separately. Design and installation of new systems is outside the scope of this agreement and will be quoted/ordered/invoiced separately.

Payment is due within 30 days of completion of services.

**EXCUSED PERFORMANCE** – Alliance shall not be deemed to be in default of any provision hereof nor be liable for any damages incurred due to any delay, failure in performance, or interruption of service resulting from: acts of God, civil or military catastrophes, transportation delays, inability to obtain materials or parts from suppliers, force majeure, acts of any third parties, or for any occurrence beyond its reasonable control.

**LIMITATIONS OF LIABILITY** – Alliance shall not be liable to Client for special, incidental, or consequential damages in connection with services rendered, including, but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment, or other down time costs. In addition, liability with respect to property damages or personal injury (including death) to persons arising out of, or connected with, services performed under this agreement, is limited strictly to that imposed by law or twice the value of total fees paid by Client under this Agreement, whichever is greater, and there is no contract imposing any greater degree of liability on Alliance Technology Group.

Alliance shall not be liable in any event for damages sustained by Client resulting from the loss of any data stored on any equipment. Client hereby assumes complete and full responsibility for properly backing up all data from all equipment prior to any technical labor service call by Alliance Technology Group, as requested under the terms of this agreement. Client hereby waives any and all claim for, losses or damages arising from the loss of any data or software stored in/on any equipment subject to this agreement.

#### **TERM / TERMINATION**

**Agreement Term.** The term of this Agreement begins on the date executed by the last Party to execute below (hereinafter the "Effective Date"). The performance period for this Agreement is one (1) year from the Effective Date.

**Agreement Renewal.** In addition to the base period of one (1) year, there are three (3) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of Client. Additionally, as required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of Client at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless Client terminates this Service Agreement, by providing Alliance with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the Client, funding, and Alliance's performance subject to the other termination methods available to the Client herein. Any respective obligations of Alliance or Client hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

### **Additional Notes and Assumptions:**

- Work will be performed under the direction and supervision of designated Client personnel.
- Assignment of a particular engineer is based upon information currently available but is subject to change based on availability.
- Client will provide access to all hardware, software, licenses, and personnel necessary to the engagement.
- Client has valid licenses for all software covered by this Service.
- Client has not voided OEM warranty
- Manufacturer provides warrantied parts
- Alliance shall comply with the security requirements in effect at the time of the order, or changes that may be made through the period of performance.
- The rates and services offered within this agreement are valid for one year from the date of signature providing the date of signature is within 30 days of document date. Rates are subject to increase annually with 30 days written notice prior to the termination of the Agreement Term or subsequent Renewal Term but will not be increased by more than 10% per annum.

### **TERMS AND CONDITIONS**

**Acceptance and Use:** Client will be considered to have accepted Alliance's services, including anything Alliance provides Client as part of the services when they are provided. The services are for Client's businesses' benefit only and cannot be sold or transferred to any other person without Alliance's permission in writing.

**Intellectual Property:** Alliance agrees that Client owns any of Client's preexisting intellectual property (and modifications or improvements) that Client supplies to Alliance for the services. Client agrees that Alliance owns Alliance's own preexisting intellectual property (and modifications or improvements) that Alliance supplies for the services, and also new intellectual property created in connection with Alliance providing services to Client. Client agrees to work with Alliance, following Alliance's instructions and at Alliance's expense, to make sure that the newly created intellectual property is owned by Alliance. If Alliance supplies intellectual property to Client when providing services, Alliance grants Client a license to use that intellectual property internally for Client's business. Client's license is fully-paid and lasts forever, provided Client complies with these terms. Client cannot transfer Client's license, and Alliance can grant the same license to others.

**Confidential Information:** Both parties agree not to disclose the other's confidential business information, which is: (i) any discount or price that Alliance offers Client; (ii) the contract terms between Client and Alliance; (iii) information given in writing and marked "confidential"; and (iv) information given over the phone or in person and confirmed in writing as "confidential". This obligation does not apply to: (a) information Client or Alliance receives from a third party, as long as Client or Alliance do not know that the third party is breaching confidentiality; (b) information that becomes known to the general public through no fault of the person the information was given to; (c) information that Client or Alliance has to provide by law, as long as the person providing the information gives the other person notice of this and allows them to challenge this at the other's expense; or (d) information that Client or Alliance independently develops without use of the other's confidential information. Client is subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq). The Open Records Act allows any requesting party the right to inspect and receive copies of Client records, including, documents, contracts, and communications related to the normal course of business. (O.C.G.A. § 50-5-64.1(a)(3)).

Alliance and Evolv agrees to keep all student records and information obtained in a secure location preventing access by unauthorized Individuals. Independent Contractor further agrees that any personally identifiable student Information and educational records, as defined by O.C.G.A. Title 20 and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, as well as any other confidential information of Client that Independent Contractor may come in contact with, will be deemed to have been received in confidence and will be used only for purposes of this Agreement.

**Warranty:** Alliance warrants that Alliance will perform the services in a good and competent way. Client must make any claim for a fault in our services in writing within 90 days of the date Alliance provided the service. Alliance may choose to put the matter right by either performing the service again to correct the fault or giving a credit or refund. This is the only warranty Alliance provides on the services. ALLIANCE DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**Transferring Rights or Duties:** Alliance may supply services directly to Client or utilize a trained and certified proxy. However, if Alliance does subcontract the work, this it will not change Alliance's responsibilities to Client. Client may not transfer Client's rights or duties under this Agreement to anyone else without our permission in writing. However, Alliance will not unreasonably withhold Alliance's permission.

**Events Beyond Our Control:** Client excuses us from breaching any term of this Agreement, other than failing to pay an amount to Client, as a result of events beyond our reasonable control. Alliance excuses Client in the same way.

**Hiring of Personnel:** Client agrees not to hire or solicit for employment, directly or indirectly, any of Alliance employees who have directly participated in the performance of work under the Agreement, until at least twelve (12) months after the Agreement terminates. If Client breaches this provision, Client shall promptly pay Alliance a sum equal to 100% of the employee's annual salary at the time of hiring.

**Governing Law and Disputes:** This Agreement will be governed by the laws of the State of Georgia, excluding, its' conflict of law rules. Any litigation arising out of or relating to this Agreement will be in the state or federal courts located in Georgia, and Client agrees to the jurisdiction and venue of those courts.

**Scope of Agreement:** This Agreement makes up the entire agreement between us relating to this service. This Agreement takes the place of all prior spoken or written communications and anything that places an extra obligation on us about this service. Any changes to this Agreement must be in writing and signed by Client and us.

THE PRECEEDING TERMS AND CONDITIONS GOVERN THE PERFORMANCE OF ALL ALLIANCE PROFESSIONAL SERVICES ("SERVICES") DESCRIBED ABOVE AND IN ANY STATEMENT OF WORK WHICH MAY BE ATTACHED, AND DO NOT APPLY TO ANY OTHER TRANSACTIONS, INCLUDING SALES OF EQUIPMENT OR SOFTWARE, BETWEEN YOU AND ALLIANCE.

DeKalb County School District

ALLIANCE TECHNOLOGY GROUP LLC

Dr Vasanne Tinsley  
Printed Name

Dawn Mascoll  
Printed Name

Interim Superintendent  
Title

In-House Counsel  
Title

4/17/2023  
Date

March 31, 2023  
Date

*Vasanne Tinsley*  
Signature

*Dawn Mascoll*  
Signature