

Sandra R Garcia

E-signed 2024-11-06 03:56PM CST

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QUOTE # 43734

Date: August 20, 2024

TO: Jaime Guerrero - Hidalgo County Office of the Criminal District Attorney

FROM:

Grokability, Inc.
3960 West Point Loma Blvd
Suite H69
San Diego, CA 92110

Item	QTY	Unit Price	Subtotal
Snipe-IT Annual - Small Business Hosting	1	\$999.99	\$999.99
Total:			\$999.99

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HOSTED SERVICE AGREEMENT

This agreement, between Grokability, Inc., located at 3960 West Point Loma Blvd, Suite H69, San Diego CA 92110, United States, and the individual or non-individual legal entity agreeing to the terms herein, creates certain rights and responsibilities. If you execute this agreement on behalf of a non-individual legal entity such as a company, you claim the authority to bind such legal entity to the terms of this Agreement.

By executing this Agreement, whether by signature, by clicking a box online, or by any other legally recognized method, you represent that you have read and understood it and that you agree to its terms.

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12. General Provisions

1. DEFINITIONS “Agreement” - this Hosted Service agreement.

“Corrections” - any corrections, changes, or workarounds we may provide you for any defects, errors, or malfunctions in our Software Product or systems.

“Documentation” - our online user guides, documentation, and help and training materials, including courses, quizzes and videos.

“Force Majeure” - events beyond our control, such as an act of God or act of government, including but not limited to flood, fire, earthquake, civil unrest, act of terror, provider strike or other labor problem, internet service provider failure or delay, or denial of service attack.

“Hosted Service” - the hosting infrastructure, access and services related to the online delivery of the Software Product, or any part thereof.

“Malevolent Code” - code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Other Applications” - any on or offline software application created or provided by you or any party other than Grokability, that interoperates with our Software Product or Hosted Service.

“Quote” - the ordering document specifying the pricing terms for the Software Product, Hosted Service, and Standard Support Service to be provided by us to you, including any addenda and supplements thereto.

“Software Product” - any computer programs, applications or scripts created by us and used or accessed by you, directly or indirectly, including all functionality described in the Documentation, or any part thereof.

“Standard Support” - the support services provided to all Hosted Service customers.

“User” - an individual authorized to use our Hosted Service, Software Product or Support Service.

“We,” “we,” “Us,” “us,” “Our,” or “our” - Grokability, Inc.

“You,” “you,” “Your,” or “your” - the company or other legal entity represented by the person executing the Agreement, as well as affiliates of that company or entity.

“Your Data” - any electronic data or information supplied by or for you and not part of our Software Product or Hosted Service, that is submitted, collected, processed or managed by or for you in conjunction with your

use of the Hosted Service, Software Product, or Standard Support.

"Your Snipe-IT Hosted Application" - your data and the configuration of business rules, workflows and other database attributes created or modified for you.

2. OUR OBLIGATIONS

2.1. Hosted Service. We will make the Hosted Service available to you pursuant to this Agreement, at the rates set out in the applicable Quote.

As part of the Hosted Service, we will take all reasonable measures to keep uptime at or above 99.9% (ninety-nine and nine tenths percent). If, due to our error, our hosted servers are down more than .1% (one tenth of one percent) in a given month, you will be entitled to receive a 50% (fifty percent) credit for that month. If, due to our error, our hosted servers are down more than .5% (one half of one percent) in a given month, you will be entitled to receive a 100% (one hundred percent) credit for that month.

In no event will you be entitled to a refund for downtime caused by regular maintenance (normally conducted during the hours of 9 p.m. – 4 a.m. in your local time zone), or a Force Majeure.

2.2. Software Product and Upgrades. We will grant you licenses to use our Software Product pursuant to this Agreement, at the rates set out in the applicable Quote. We are constantly improving our Software Product and want you to benefit from such improvements. To that end, we will:

- a) Provide you with corrections, changes, or workarounds ("Corrections") for any significant defects, errors, or malfunctions in our Software Product or systems, on a timely basis, given the nature and scope of the defect.
- b) Install upgrades of our Software Product to the hosted servers as soon as practical after they become available. We will promptly notify you of any upgrades that will significantly affect your program functionality.
- c) Make release notes available and identify any significant impact upgrades may have on existing customizations.
- d) Make available to you any revisions to the system Documentation developed to reflect upgrades and improvements to the Software Product.

2.3. Technical Support. We will provide our Standard Support to you at no additional charge. As part of the Standard Support, we will:

- a) Provide you with support for the most recent release of our Software Product. Following any new release,

we will also provide you with support for the immediately prior version of our Software Product for four months.

b) Our Standard Support covers support on standard functionality and Software Product defects. It does not include the provision of customization advice or consulting services. Neither does it cover problems caused by your system administrator, such as your accidental or inadvertent destruction of your own data, or a Force Majeure.

c) Further details of our Standard support services are incorporated and attached as Exhibit A.

2.4 Protection of your Data. We will take organizational, physical, and technical precautions to protect the security of your Data, as described in the Documentation. Those precautions will include measures for preventing access, use, modification or disclosure of your Data by our employees and contractors except (a) to provide the Hosted Service and prevent or address service or technical problems, (b) as compelled by law in accordance with §6.4 (Compelled Disclosure) below, or (c) as you expressly permit in writing.

3. RESTRICTIONS ON USE

3.1 Usage Limits. Our Hosted Service and Software Product are subject to usage limits, based on the number and type of licenses purchased. The applicable Quote will specify the permitted number of licenses of each type and their appropriate usage, and you agree to stay within the license restrictions. If you exceed a contractual usage limit, we may work with you to seek to reduce your usage so that it conforms to that limit. If, notwithstanding our efforts, you are unable or unwilling to abide by a contractual usage limit, you agree to pay for the additional necessary licenses or services promptly upon our request, and to pay any invoice for excess usage in accordance with §4.2 (Invoicing and Payment).

3.2 Usage Control. You will be responsible for user compliance with this Agreement, as well as the accuracy, quality and legality of your Snipe-IT Hosted Application, including the means by which you acquire your Data. You agree to use commercially reasonable efforts to prevent unauthorized access to or use of our Hosted Service or Software Product, and to notify us promptly of any such unauthorized access or use. You agree to use our Hosted Service and Software Product only in accordance with the Quote, the Documentation and applicable laws and government regulations. It is your responsibility to comply with any terms of service for Other Applications which you use in conjunction with our Hosted Service or Software Product.

3.3 Usage Restrictions. You will not (a) make any Hosted Service or Software Product available to, or use any Hosted Service or Software Product for the benefit of, anyone other than you or users, or (b) sell, resell, license, sublicense, distribute, rent or lease the Hosted Service or Software Product. You will not use your Snipe-IT Hosted Application or the Hosted Service to store or transmit infringing, libelous, or otherwise

unlawful or tortious material, or material in violation of third-party privacy rights, to store or transmit Malevolent Code, to interfere with or disrupt the integrity or performance of any Hosted Service or data not belonging to you, or attempt to gain unauthorized access to any Hosted Service or Software Product or its related systems or networks.

You will not use the Hosted Service to circumvent a contractual usage limit, or to copy the Hosted Service or any part thereof, including a feature, function or user interface, except as permitted in writing by us. You will not frame or mirror any part of any our Hosted Service or Software Product, other than framing on your own intranets or otherwise for your own internal business purposes or as permitted in the Documentation.

3.4 External-Facing Hosted Service Behavior. You and your users are solely responsible for complying with applicable law in any use of cookies or other tracking technologies, as well as the U.S. Digital Millennium Copyright Act. In addition, if you or your users engage in any of the following activities, you may be deemed in material breach of this Agreement:

a) You may not use or allow the use of the Hosted Service to display, store, process or transmit: corrupted files, hoaxes, frauds such as pyramid schemes or any other items of a destructive or deceptive nature; material that infringes or misappropriates a third party's intellectual property or proprietary rights; that violates a third-party's privacy rights; that violates applicable law; that is excessively profane; that is hateful or violent; that advocates racial or ethnic intolerance; that is intended to advocate or advance computer hacking or cracking; illegal software; Malevolent Code; or any other material that violates or encourages conduct that would violate any criminal laws, any other applicable laws, or any other third-party rights.

b) You may not use, or allow anyone else to use the Hosted Service to: generate or facilitate unsolicited commercial email (spam). Spam activity includes, but is not limited to: sending email in violation of the CAN-SPAM Act or any other applicable anti-spam law; imitating or impersonating another person or email address, creating false accounts for the purpose of sending spam; mining or harvesting any web property (including any data not belonging to you) to find email addresses or other user account information; sending unauthorized mail via open, third-party servers; and sending email to users who have requested removal from a mailing list.

c) You may not use, or allow anyone else to use, the Hosted Service in connection with illegal peer-to-peer file sharing; to engage in or promote gambling, to run a gambling operation; to sell, distribute or export prescription drugs or other controlled substances; to sell, distribute or promote drug paraphernalia; to corrupt minors; or to access any other service or website, directly or indirectly, in a manner that violates the terms for use of or access to such service or website.

3.5. Removal of Software Product and Other Applications. If a third party contends that any content in our Hosted Service or Software Product violates applicable law or third-party rights, and if we are directed to remove such content in our Software Product or Hosted Service, we will notify you and you will promptly remove such content from your Snipe-IT Hosted Application. If we receive information that integration with

any Other Application may violate the terms set out in this §4 or applicable law or third-party rights, and if we so notify you, you will promptly disable or modify such Other Application to resolve the potential violation. If you do not take the actions described in this subsection, we may disable your use of the applicable Software Product, Hosted Service or Other Application, or any part of any of these, until the potential violation is resolved.

3.6. Export Compliance. Our Hosted Service, Software Product, other technology we make available to you, and any derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit users to access or use any Hosted Service or Software Product in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

4. FEES AND PAYMENT

4.1 Fees. You agree to pay all fees as set out in the applicable Quote, regardless of actual usage. Except as otherwise stated herein, you agree that fee payment obligations are non-cancelable and fees paid are non-refundable.

4.2 Invoicing and Payment. You will provide us with valid and updated credit card information or alternative payment documents acceptable to us. If you provide credit card information to us, you authorize us to charge such credit card for our Hosted Service and Software Product as set out in the Quote for the initial term and any renewal term(s) as described in §10 (Renewals and Termination). We will invoice you in accordance with the relevant Quote.

4.3 Overdue Invoices. If any invoiced amount is not received by us by the due date, then without limiting our rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

4.4 Suspension of Service and Acceleration. If any amount owed by you for our Hosted Service is 30 (thirty) or more days overdue, we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations so that all such obligations become immediately due and payable, and suspend our Hosted Service to you until such amounts are paid in full. We will give you at least 10 days' prior notice that your account is overdue, in accordance with §11.1 (Manner of Giving Notice), before suspending Hosted Service to you.

4.5 Payment Disputes. At our discretion, we may choose not to exercise our rights under §4.3 (Overdue Charges) or §4.4 (Suspension of Hosted Service and Acceleration) above if you are disputing the relevant charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.6 Taxes. You are responsible for paying any required taxes not invoiced by us for any purchase under this agreement.

4.7 Prospective Functionality. You acknowledge that your purchase of our Hosted Service or Software Product is not contingent on the delivery of any prospective functionality or features, or dependent on any oral or written comments made by us regarding future functionality or features.

5. PROPRIETARY RIGHTS AND LICENSE GRANTS

5.1 License by us to use our Software Product. We grant to you a specific number of non-transferable licenses, to use our Software Product pursuant to the applicable Quote, subject to that Quote and this Agreement.

5.2 License by you to Host your Software Product. You grant us a limited term license to host your Snipe-IT Hosted Application, and any Other Applications and program code created by or for you, as necessary in conjunction with your use of our Hosted Service.

Subject to the limited licenses granted herein, we acquire no right, title or interest in or to your Data, or any Other Application.

5.3 License by you to use your Feedback. Subject to the restrictions on Confidential Data, you grant to us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Hosted Service any suggestion, enhancement request, recommendation, or other feedback provided by you or your users relating to the operation of the Hosted Service.

5.4 Federal Government End Use Provisions. We provide the Hosted Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Hosted Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

6. CONFIDENTIALITY

6.1 Definition. "Confidential Information" is all information disclosed by a party ("Disclosing Party") to the

other party ("Receiving Party"), whether orally or in writing, either expressly designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information may include, but is not limited to, business information or ideas, trade secrets, proprietary data, personnel data, suppliers, procedures, cost of merchandise, sales data, price lists, financial information, business plans, prospect names, business opportunities, confidential business reports, customer lists, data or contracts, computer software usage, technical reports on products and services, product data or specifications, technical know-how, formulae, diagrams, flow charts, drawings, source code, object code, program listings, test results, processes, inventions, research projects or product development.

6.2 Exceptions. Confidential Information will remain the exclusive property of the Disclosing Party, unless and until the Receiving Party can prove that it (a) became publicly known through no fault of the Receiving Party, (b) was properly and lawfully known to Receiving Party, without restriction, prior to disclosure by the Disclosing Party, (c) became properly and lawfully available to Receiving Party through a third party, or (d) was independently developed by Receiving Party.

6.3 Standard of Protection. Receiving Party will hold in confidence and not disclose Confidential Information to anyone, except as necessary to carry out the terms of this Agreement, or as authorized by the Disclosing Party in writing, and agrees to limit access to Confidential Information of the Disclosing Party to employees and contractors of the Receiving Party who have signed confidentiality agreements containing protections no less stringent than those herein.

6.4 Compelled Disclosure. If Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, Receiving Party agrees to give Disclosing Party prompt notice of the compelled disclosure. Receiving Party further agrees to give reasonable assistance to Disclosing Party, to the extent legally permitted, and at Disclosing Party's cost, in any contest by Disclosing Party to the compelled disclosure.

7. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

7.1 Representations. Each party represents that it has entered into this Agreement in good faith and has the legal power to do so.

7.2 Limited Warranties. We warrant that we will not materially decrease the overall security of the Hosted Service during the applicable term; that the Hosted Service will perform materially in accordance with the applicable Documentation, and that the Hosted Service and Software Product will not introduce Malevolent Code into your systems. For any breach of the warranties described in this subsection, your exclusive remedies are those described in §10.3 (Termination) and §10.4 (Refund or Payment upon Termination).

7.3 Mutual Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, OUR SOFTWARE PRODUCT AND HOSTED SERVICE ARE PROVIDED "AS IS" AND NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

8.MUTUAL INDEMNIFICATION

8.1 Our Indemnification of You. We will defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that your use of our Software Product or Hosted Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights, and will indemnify you from any damages, attorney fees and costs finally awarded against you as a result of such a claim against you, or for amounts paid by you under a court-approved settlement of such a claim, provided you (a) promptly give us written notice of such a claim, (b) give us sole control of the defense and settlement of such a claim, except that we may not choose to settle any such claim unless it unconditionally releases you of all liability, and (c) give us all reasonable assistance, at our expense.

If we receive information about an infringement or misappropriation claim related to our Software Product or Hosted Service, we may choose, in our discretion and at no cost to you, to (a) modify our Software Product or Hosted Service so that it no longer infringes or misappropriates, without breaching our warranties under §7.2 (our Warranties), (b) obtain a license to allow for your continued use of our Software Product or Hosted Service in accordance with this Agreement, or (c) terminate your use of our Software Product or Hosted Service upon 30 (thirty) days' written notice and refund you any prepaid fees covering the remainder of the term. The above defense and indemnification obligations do not apply to the extent a claim against you arises from alleged infringement or misappropriation in your Snipe-IT Hosted Application, any Other Application or your breach of this Agreement.

8.2 Your Indemnification of Us. You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that your use of our Hosted Service or Software Product in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law, and will indemnify us from any damages, attorney fees and costs finally awarded against us as a result of such a claim, or for any amounts paid by us under a court-approved settlement of such a claim against us, provided we (a) promptly give you written notice of such a claim against us, (b) give you sole control of the defense and settlement of such a claim against us, except that you may not settle any such claim against us unless it unconditionally releases us of all liability, and (c) give you all reasonable assistance in

the defense of such a claim against us, at your expense.

8.3 Exclusive Remedy. This §8 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this §8. To the maximum extent allowed by law, the limitation of liability set forth in §9 shall apply to the liability of either party for all costs associated with indemnification, including the costs of defense.

9.MUTUAL LIMITATION OF LIABILITY

9.1 Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU UNDER THIS AGREEMENT IN THE 12 (TWELVE) MONTHS PRECEDING THE INCIDENT, AND IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU UNDER THIS AGREEMENT, INCLUDING ANY RENEWAL, PREDECESSOR OR SUCCESSOR AGREEMENTS. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR HOSTED SERVICE).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES, OR INDIRECT, SPECIAL, INCIDENTAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10.RENEWALS AND TERMINATION

10.1 Term of Agreement. This Agreement commences on the date you first accept it and continues for one month or one year, or as otherwise set forth in the Quote, unless terminated.

10.2 Renewal. The Agreement will renew for another term of the same length upon your payment of the renewal invoice. If your payment is late, the Agreement will be renewed retroactively as of the date of expiration and all of its provisions shall be deemed to have been in effect continuously since that time. New service prices will be the same as that of the immediately prior term unless we notify you in writing of a price increase, which we will do at least 90 (ninety) days before expiration. Such price increases will not exceed 5% (five percent) per year since the last price increase or start of service, whichever is later, unless the previous pricing was designated as special or one-time pricing.

10.3 Termination. A party may terminate this Agreement for cause (a) upon 30 (thirty) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a bankruptcy petition or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Refund or Payment upon Termination. If this Agreement is terminated by you in accordance with §10.3 (Termination), we will refund you any prepaid fees covering the remainder of the term after the effective date of termination for annual Agreements. If this Agreement is terminated by us in accordance with §10.3, you will pay any unpaid fees for service up through the termination date.

10.5 Data Portability and Deletion. Your complete Data may be exported by you at any time while this Agreement is in effect, using the standard administrative interface. We will retain your data for a period of 90 (ninety) days, unless you submit a written request for immediate deletion of your data. After that 90 day period, we will have no obligation to maintain or provide your Data, and may thereafter delete or destroy all copies of your Data in our systems or otherwise in our possession or control as provided in the Documentation, unless prohibited by applicable law from doing so.

10.6 Surviving Provisions. The sections titled "Fees and Payment" "Proprietary Rights and Licenses," "Confidentiality," "Warranties, Exclusive Remedies and Disclaimers," "Mutual Indemnification," "Mutual Limitation of Liability," "Renewals and Termination," "Data Portability and Deletion," "Governing Law and Exclusive Jurisdiction," and "General Provisions" will survive any termination or expiration of this Agreement.

11. GOVERNING LAW AND EXCLUSIVE JURISDICTION

11.1 Manner of Giving Notice. All notices, permissions and approvals given under this Agreement shall be in writing and shall be deemed to have been provided upon receipt of an email sent to the email address of notice. All notices to us shall be addressed to Accounts Payable accounting@grokability.com. Billing-related notices to you shall be addressed to the relevant billing contact or email address designated by you. All other notices to you shall be addressed to the Hosted Service system administrator designated by you.

11.2 Consent to Governing Law and Exclusive Jurisdiction. Each party agrees to the applicable governing law of the following jurisdictions, without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of their courts as follows:

a) If you are located in the United States, or anywhere not specifically identified in this subsection 11.2, this Agreement shall be governed by the laws of the State of California, and adjudicated in the state courts located in San Diego County, California, or if required by law, the federal courts of the Southern District of California.

b) If you are located in Europe, including Greenland, in the Middle East or in Africa, this Agreement will be governed by the laws of England, and adjudicated in the courts located in England. The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contract (Rights of Third Parties) Act (UK) 1999 by any person not a party to this Agreement.

c) If you are located in Asia (including Pakistan, Sri Lanka, Kazakhstan, Kyrgyzstan, the Russian Federation, Tajikistan, Turkmenistan and Uzbekistan) or in the Pacific Rim, this Agreement will be governed by the laws of the Republic of Singapore and adjudicated in the courts of the Republic of Singapore. The parties to this Agreement do not intend that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act (Cap. 53B) (Singapore) by any person not a party to this Agreement.

12. GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

12.2 Order of Precedence. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) this Agreement, (2) the applicable Quote and (3) the Documentation.

12.3 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, not to be unreasonably withheld.

12.4 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.5 Prevailing Party. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

12.6 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

12.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

Exhibit A – Additional Terms of Standard Support

1. SUPPORT ACCESS

a) We shall maintain a technical support telephone number in San Diego, California, US, which will be staffed by knowledgeable employees capable of providing technical assistance regarding the Software Product, its functionality, operations, and supporting documentation. Such telephone assistance will be available to you Monday-Friday, 9:00am to 5:00pm PST except holidays. Telephone support is available to Enterprise support customers, and based on our discretion, to non-Enterprise customers on a case by case basis

b) We will also offer 24 hour / 7 day email-based customer support. You will be notified via email as support tickets move through the process to resolution.

c) Telephone calls may be logged in our Web-based customer support system, depending upon the content of the call and whether or not an immediate resolution is provided.

d) Your personnel may be permitted to view all support tickets from all of your employees or just to view tickets submitted by them individually.

2. PROBLEM CLASSIFICATION Support tickets are placed into three general categories as follows:

a) Support Issue - a question about standard Grokability functionality that does not involve changes to the core Software Product, although it may involve changes to the configuration made by the administrator using their browser. Support Issues can generally be resolved within a few hours of submission based on advice provided by support staff.

b) Enhancement Request - request to add functionality to the core Software Product. Enhancement requests may be scheduled at our discretion, based on the perceived usefulness of the request for other customers. Note that enhancement requests may also be performed as paid custom development at your request, should we choose not to incorporate them as a general enhancement.

c) Bug - a defect in the core Software Product. We shall respond to and use reasonable commercial efforts to resolve issues deemed to be Bugs in accordance with the priority levels indicated below. Because it is usually possible to accomplish the same task in more than one way in Grokability, we are often able to provide reasonable workarounds to any functional bugs.

3. PRIORITY RESPONSE TIMES FOR PROBLEMS The following Investigation Response Times and Target

Resolution times are for handling issues that have been classified as Bugs. The hours during which Provider is obligated to work on problem resolution are restricted to standard business hours, which are from 9:00am to 5:00pm PST, Monday through Friday, except on federal holidays. If a priority 1 issue is submitted during standard business hours, we will continue working on it outside of those hours until resolved, provided the resolution is within our control (i.e. we are given necessary access to customer personnel are available as needed). We will use our best commercially reasonable efforts to meet the response times and resolution targets set forth in this Section.

Priority	Description	Investigation Response Time	Target Resolution/ Workaround Time
1- System Down	The production system is rendered inoperable due to a system software failure	30 minutes	30-60 minutes – we will assign as many engineers and/or support staff as needed 24/7 until the problem is resolved.
2- Critical	A major program function is affected by a software failure, so that customers are adversely affected	60 minutes	1-2 hours – we will assign as many engineers and/or support staff as needed along with the best workaround available.
3 - High	A minor program function is affected by a software error, resulting in diminished productivity, or a problem occurs infrequently, or a workaround has been provided.	12 hours	If a workaround can be provided, the correction will be scheduled for the next regular upgrade. If not, a correction will typically be provided within a week.

4- Medium	A desired new functionality is not working as expected, or a problem occurs that is not readily reproducible, or a workaround has been provided.	24 hours	If a workaround can be provided, any correction will be scheduled for the next regular upgrade. If not, a correction will typically be provided within a month.
5 - Low	An issue with negligible impact or a documentation or how-to question	48 hours	If a workaround or answer can be provided, the correction may be made at discretion of Provider, based on its relevance to other customers.

4. EXCLUSIONS

Standard Support is intended to cover standard functionality and software defects. It does not include the provision of customization advice and consulting services. If the issue is specific to the particular configuration of the customer Snipe-IT Self-hosted Application or requires that we access and review the customer Snipe-IT Self-hosted Application in order to provide a solution, it is classified as Consulting and is not covered under the support contract. (In much the same way, Microsoft support covers generic Word functionality, but does not include advice on plot changes to a novel written using Word).

Problems caused by or arising from the following will not be considered "problems" for the purposes hereof and will not be subject to our obligation to provide Support Services:

- a) failure of server hardware or equipment;
- b) failure of telecommunications or internet hardware or equipment;
- c) failure resulting from errors made by the customer's system administrator;
- d) irreversible destruction of data caused by direct actions taken by customer;
- e) Force Majeure.



Data Processing Agreement

This Data Processing Agreement (“DPA”) constitutes a legal agreement between you or the entity or company you represent (“Customer”) and Grokability, Inc (“Supplier”) with respect to the terms governing the Processing of Personal Data under the Grokability, Inc Terms of Service (the “Agreement”) and this DPA herein. This DPA is an amendment to the Agreement and is effective upon its incorporation into the Agreement. Incorporation may be specified in the Agreement, an Order, or as an executed amendment to the Agreement.

Any terms not explicitly defined in this DPA have the meaning set forth in the Agreement.

1. Definitions

“**Controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data, as set forth in the General Data Protection Regulation.

“**Customer Data**” means what is defined in the Agreement as “Customer Data”.

“**Data Protection Law**” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

“**Data Subject**” means the individual for whom data processing relates.

“**GDPR**” means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

“**Party**” & “**Parties**” means Grokability, Inc and the Customer separately, or jointly, as the case may be.

“**Personal Data**” means any information relating to an identified or identifiable natural person, see article 4(1) of the GDPR, where such information is contained within the Customer Data and is protected similarly as personally identifiable information under applicable Data Protection Law.

“**Processing**” means any operation or set of operations which is performed on Personal

Data, encompassing the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or erasure of Personal Data.

“**Processor**” means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, as set forth in the General Data Protection Regulation.

2. Details of Processing

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, Grokability, Inc is the Processor and that Grokability, Inc will engage Sub-processors pursuant to the requirements set forth in section 4.6 below.

2.2 Purpose of Processing. Personal Data will be Processed for purposes of providing the Services set out and otherwise agreed upon in the Agreement and Service Order. For the avoidance of doubt, this means putting data into a database repository such that it may be interrogated and used by Controller for valid business purposes.

2.3 Categories of Data Subjects. Controller’s Employee Data including but not limited to customers, prospects, contractors, subcontractors, employees, suppliers, events and collaborators.

2.4 Types of Personal Data. Contact information the likes of which are determined by the Controller at their own discretion. Common information might include name, email, company, password, pictures, and job titles. Additional information such as necessary to fulfill the content requirements of the controllers applications and website, or any other electronic data received during the usage of the Subscription Service.

2.5. Duration of Processing. The parties agree that on the termination of the provision of data-processing services, the data Processor and any sub-processors shall upon written request, at the choice of the Controller, return all the Personal Data transferred and the copies thereof to the Controller or shall destroy all the Personal Data and certify to the Controller that it has done so, unless legislation imposed upon Processor prevents it from returning or destroying all or part of the Personal Data transferred. In that case, the Processor warrants that it will guarantee the

confidentiality of the Personal Data transferred and will not actively process the Personal Data transferred anymore.

3. Controller’s Obligations

3.1 Controller's Personal Data. Controller's instructions for Processing of Personal Data shall comply with the Data Protection Law. Controller will ensure that any Personal Data added by Controller or Controller's customers will not violate any Data Protection Law. If Controller finds out it is exporting data to the Processor in violation of the Data Protection Law, it will immediately notify the Processor.

3.2 Special Categories of Personal Data. If the transfer involves special categories of data, the Data Subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection under applicable privacy laws.

3.3 Sub-processors. In the event the controller has employed sub-processors, the sub-processing is carried out in accordance with the applicable Data Protection Law and with at least the same level of protection for the Processing of Personal Data as the Processor under this DPA. See [AWS GDPR DPA](#) for more information.

3.3.1 AWS as sub-processor. The AWS Service Terms include the SCCs adopted by the European Commission (EC) in June 2021, and the AWS GDPR DPA confirms that the SCCs will apply automatically whenever an AWS customer uses AWS services to transfer customer data to countries outside of the European Economic Area that have not received an adequacy decision from the EC (third countries). As part of the AWS Service Terms, the new SCCs will apply automatically whenever a customer uses AWS services to transfer customer data to third countries. The few customers that have signed an AWS GDPR DPA can continue to rely on that AWS GDPR DPA because the new SCCs in the AWS Service Terms replace the previous version of the SCCs. Customers can therefore be comfortable that any customer data they transfer to third countries using AWS services has the same high level of protection that customer data receives in the EEA. For more information, please see the attached AWS GDPR Data Processing Addendum.

4. Processor's Obligations

4.1 Instructions. Grokability, Inc is instructed to process Personal Data only for the purposes of providing the data Processing services set out within the scope of the Controller. The Processor will not process or use the Controller's Personal Data for any other purpose than provided in the instructions and set out in the Agreement, including the transfer of Personal Data to any third country or an international organization, unless the Processor is required to do so according to Union or member state law. In that case, the Processor shall inform the Controller in writing of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

If the Controller in the instructions or otherwise in writing has given permission to a transfer of Personal Data to a third country or to international organizations, the

Processor must ensure that there is a legal basis for the transfer of Personal Data to third countries.

If the Processor considers an instruction from the Controller to be in violation of the GDPR, the Processor shall immediately inform the Controller in writing about this.

4.2 Confidentiality. The Processor shall keep Personal Data confidential. The Processor must ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

Grokability, Inc will ensure that its personnel engaged in the processing of Customer Data and Personal Data (i) will process such data only on instructions from Customer or as described in this DPA, and (ii) will be obligated to maintain the confidentiality and security of such data even after their engagement ends. Grokability, Inc shall provide periodic and mandatory data privacy and security training and awareness to its employees with access to Customer Data and Personal Data in accordance with applicable Data Protection Requirements and industry standards.

The Processor shall not disclose the Personal Data to third parties or take copies of Personal Data unless strictly necessary for the performance of the Processor's obligations towards the Controller according to the DPA, and on condition that whoever Personal Data is disclosed to is familiar with the confidential nature of the data and has accepted to keep the Personal Data confidential in accordance with this DPA.

4.3 Security. In accordance with Grokability, Inc Privacy Policy, Grokability, Inc will maintain appropriate organizational and technical security measures -- including with respect to personnel, facilities, hardware and software, storage and networks, access controls, monitoring and logging, incident response, encryption of Customer Personal Data while in transit and at rest -- to prevent that the Personal Data processed is (i) accidentally or unlawfully destroyed, lost, or altered, (ii) disclosed or made available without authorization, or (iii) otherwise processed in violation of Data Protection Law.

Grokability, Inc will be responsible for the sufficiency of the security, privacy, and confidentiality safeguards of all Grokability, Inc personnel with respect to Customer Personal Data and liable for any failure by such Grokability, Inc personnel to meet the terms of this DPA.

4.4 Data Breach. The Processor must without undue delay after becoming aware of the facts in writing notify the Controller about: (i) any request for disclosure of Personal Data processed under the Agreement by authorities, unless expressly prohibited under Union or member state law, (ii) any suspicion or finding of breach of security that results in accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by the Processor

under the Agreement, (iii) any request for access to the Personal Data received directly from the Data Subjects or from third parties.

4.5 Data Subject Requests. Processor will provide reasonable assistance, including by appropriate technical and organizational measures and taking into account the nature of the Processing, to enable Controller to respond to any request from Data Subjects seeking to exercise their rights under the Data Protection Law with respect to Personal Data (including access, rectification, restriction, deletion or portability of Personal Data, as applicable), to the extent permitted by the law. If such request is made directly to Processor, Processor will promptly inform Controller and will advise Data Subjects to submit their request to the Controller. Controller shall be solely responsible for responding to any Data Subjects' requests. Controller shall reimburse Processor for the costs arising from this assistance.

4.6 Sub-processors. Processor shall be entitled to engage sub-processors to fulfill Processor's obligations defined in the Agreement only with Controller's written consent. For these purposes, Controller consents to the engagement as sub-processors of Processor's affiliated companies and the third parties listed in Exhibit A. For the avoidance of doubt, the above authorization constitutes Controller's prior written consent to the sub-processing by Processor for purposes of Clause 11 of the GDPR Standard Contractual Clauses.

If the Processor intends to instruct sub-processors other than the companies listed in Exhibit A, the Processor will notify the Controller thereof in writing and will give the Controller the opportunity to object to the engagement of the new sub-processors within 30 days after being notified. The objection must be based on reasonable grounds (e.g. if the Controller proves that significant risks for the protection of its Personal Data exist at the sub-processor). If the Processor and Controller are unable to resolve such objection, either party may terminate the Agreement by providing written notice to the other party. Controller shall receive a refund of any prepaid but unused fees for the period following the effective date of termination.

Where Processor engages sub-processors, the sub-processing is carried out in accordance with the applicable Data Protection Law and with at least the same level of protection for the Processing of Personal Data as the Processor under this DPA.

4.7 Data Transfers. Controller acknowledges and agrees that, in connection with the performance of the Services under the Agreement, no Personal Data will be transferred to Grokability, Inc in the United States, provided the account signup region is one within Europe/EU. Controller accounts are provisioned on servers within Europe/EU when they indicate that as their regional location on signup.

5. Audits

Upon written consent and within a reasonable time period, in order to ensure the Processor complies with this DPA, the Controller has the right from time-to-time to (i) request information from the Processor (ii) appoint an independent third-party consultant (iii) conduct an onsite inspection.

In the event of the above Processor shall provide Controller with all information necessary for such audit, provided such information is within Processor's control and Processor is not precluded from disclosing it by applicable law, a duty of confidentiality, or any other obligation owed to a third party.

Furthermore, Controller agrees any audit will not disrupt normal business operations and any individual – whether employed by the Controller or an independent third- party consultant – is of the required professional qualifications and bound by a duty of confidentiality.

6. Term and Termination

Term and Termination is inherited from the Agreement. Under the circumstances the Controller or the Processor has proven unable to uphold their obligations under this DPA, the DPA and the Agreement may be terminated immediately, provided reasonable written proof is presented to the parties.

7. General Provisions

This DPA is an amendment to and forms part of the Agreement. Upon the incorporation of this DPA into the Agreement, Controller and the Grokability, Inc entity that are each a party to the Agreement are also each a party to this DPA.

The legal entity agreeing to this DPA as Controller, represents that it is authorized to agree to and enter into this DPA for, and is agreeing to this DPA solely on behalf of, the Controller.

In case of any conflict, this DPA shall take precedence over the regulations of the Agreement. Where individual provisions of this DPA are invalid or unenforceable, the validity and enforceability of the other provisions of this DPA shall not be impacted.

Effective 25 May 2018, Grokability, Inc will process Personal Data in accordance with the GDPR requirements contained herein which are directly applicable to Grokability, Inc provision of the Subscription Services.

IN WITNESS WHEREOF, this DPA is entered into and becomes a binding part of the Agreement(s) between Customer and Grokability, Inc, as of the Effective Date. If this document has been electronically signed by either party such signature will have the same legal affect as a hand-written signature.

Agreed for and on behalf of Grokability, Inc

Grokability, Inc, 3960 West Point Loma Blvd Suite H69 San Diego CA 92110

Signed: *Victoria Pak*

Name: Victoria Pak

Title: Chief Operations Officer

Date:

Agreed for and on behalf of Customer

Customer Entity: Hidalgo County

Signed: *Richard F Cortez*

Name: Richard F Cortez

Title: Hidalgo County Judge

Date: Nov 6, 2024

Exhibit A

List of Sub-processors: Amazon Web Services, Inc. (postal address varies by region you select upon signup).

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON October 29, 2024.

Agenda Item No. 97176

Executive Office: MS

VENDOR:
Grokability

COUNTY:
COUNTY OF HIDALGO

Victoria Pak

Victoria Pak, Chief Operations Officer

Richard F. Cortez

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:



Robert Viña III
[Robet Viña III \(Nov 6, 2024 15:31 CST\)](#)

Robert Viña III, Assistant District Attorney

Arturo Guajardo Jr.

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)

18	Sherrill's Office	2		2		
	Totals	32	10	61	26	0

F. County Clerk:

- AI-97160 Requesting authority to exercise a month-to-month contract extension for a period not to exceed six (6) months with "Contract Management and Document Imaging Process" (C-19-187-10-01) under the same rates, terms, and conditions.

APPROVED

G. District Attorney:

- AI-97176 A. Requesting approval to rescind action on Agenda Item 96949, approved by HCCC on 10/15/2024, due to the revision of the Data Processing Agreement.

https://destinyhosted.com/frsV5/publish/print_agenda.cfm?seq=5109&reloaded=true

10/12

10/28/24, 1:18 PM

Agenda

B. Requesting approval to enter into a one (1) year subscription agreement for Asset Management Program with Grokability, Inc., in the total amount of \$999.99

H. Health & Human Services:

- AI-97217 Requesting acceptance and approval of the Certificate of Construction Completion from SKO Elite Repair LLC, for the Hidalgo County Health Department "24-0238 Health Admin Office Renovations", with the final payment of \$82,370.00, with the authority for County Judge or Oscar Villarreal, Facilities Director to sign all required documents.
- AI-97199 Requesting approval to pay the following invoice for construction material testing services as submitted by B2Z Engineering in connection with the El Paraiso project.

Work Authorization #	PO #	Invoice #	Invoice Date	Amount
2	872577	30066	10/14/2024	\$4,761.58












C-24-0353-10-29 - Grokability

Final Audit Report

2024-11-06

Created:	2024-10-29
By:	Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe5nKFRg0NEZdrwwqIW5GXNR5VVF3te9

"C-24-0353-10-29 - Grokability" History

-  Document created by Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
2024-10-29 - 8:39:58 PM GMT
-  Document emailed to vpak@grokability.com for signature
2024-10-29 - 8:42:19 PM GMT
-  Email viewed by vpak@grokability.com
2024-11-06 - 7:58:53 AM GMT
-  Signer vpak@grokability.com entered name at signing as Victoria Pak
2024-11-06 - 8:00:10 AM GMT
-  Document e-signed by Victoria Pak (vpak@grokability.com)
Signature Date: 2024-11-06 - 8:00:12 AM GMT - Time Source: server
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2024-11-06 - 8:00:14 AM GMT
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2024-11-06 - 2:21:32 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2024-11-06 - 2:22:14 PM GMT - Time Source: server
-  Document emailed to robert.vina@da.co.hidalgo.tx.us for signature
2024-11-06 - 2:22:17 PM GMT
-  Email viewed by robert.vina@da.co.hidalgo.tx.us
2024-11-06 - 9:31:05 PM GMT
-  Signer robert.vina@da.co.hidalgo.tx.us entered name at signing as Robet Viña III
2024-11-06 - 9:31:34 PM GMT



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Signature Date: 2024-11-06 - 9:31:36 PM GMT - Time Source: server

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2024-11-06 - 9:31:39 PM GMT

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2024-11-06 - 9:33:45 PM GMT

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2024-11-06 - 9:34:55 PM GMT

 Document e-signed by Richard F Cortez (countyjudge.contracts@co.hidalgo.tx.us)


Signature Date: 2024-11-06 - 9:34:57 PM GMT - Time Source: server

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2024-11-06 - 9:34:59 PM GMT

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2024-11-06 - 9:35:09 PM GMT

 Signer sandra.solis@co.hidalgo.tx.us entered name at signing as Sandra R Garcia

2024-11-06 - 9:56:49 PM GMT

 Document approved by Sandra R Garcia (sandra.solis@co.hidalgo.tx.us)


Approval Date: 2024-11-06 - 9:56:51 PM GMT - Time Source: server

 Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature

2024-11-06 - 9:56:54 PM GMT

 Email viewed by arturo.guajardo@co.hidalgo.tx.us


2024-11-06 - 10:05:01 PM GMT

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2024-11-06 - 10:05:46 PM GMT

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Signature Date: 2024-11-06 - 10:05:48 PM GMT - Time Source: server

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2024-11-06 - 10:05:50 PM GMT

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2024-11-06 - 10:06:00 PM GMT

 Document approved by Sandra Garcia (sandra.solis@co.hidalgo.tx.us)

Approval Date: 2024-11-06 - 10:06:53 PM GMT - Time Source: server



✔ Agreement completed.

2024-11-06 - 10:06:53 PM GMT

