

Professional Services Agreement

This Professional Services Agreement (hereinafter "the Agreement" is entered into and effective as of the date signed, by and between the following Parties:

City of Dalton (hereinafter "Client") with a principal business address of 300 W Waugh St, Dalton, Ga 30720 and InterDev, LLC (hereinafter "InterDev") with a principal business address of 900 Holcomb Woods Pkwy, Suite 100, Roswell, GA 30076 collectively referred to as the "Parties".

WHEREAS, the Client desires InterDev to perform certain services relating to, among other things, support for Information Technology, Security, and Geographic Information Services, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties intending to be legally bound, hereby agree as follows:

Services

InterDev and the Client will develop and enter into one or more Service Orders incorporating a description of the specific services requested by Client. Each Service Order will set forth to the extent applicable, among other things, scope, schedule, project activities and tasks to be performed by the Parties, deliverables, acceptance procedures and criteria, and roles and responsibilities of the Parties. Each Service Order will be governed by this Master Services Agreement, unless otherwise specified, and is subject to the terms hereof. To the extent there are any conflicts or inconsistencies between this Agreement and any SOW, the provisions of this Master Services Agreement shall govern and control. InterDev will provide to Client those services described as its obligation in each Service Order (collectively, the "Services"). Each Service Order shall be annexed to this Agreement and for all purposes considered a valid addendum to this Agreement.

Term of Agreement

The initial term of this Agreement shall be effective upon the date signed and shall continue for twelve (12) months ("Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive renewal terms of twelve (12) months each, unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the current term.

Termination.

This Agreement may be terminated by either party (the “non-defaulting party”) if any of the following events occur by or with respect to the other party (the “defaulting party”): (i) the defaulting party commits a material breach of any of its obligations hereunder and fails to cure such breach within the time period set forth in Article 10.3 hereof or fails to reach an agreement with the non-defaulting party regarding the cure thereof; or (ii) any insolvency of the defaulting party, any filing of a petition in bankruptcy by or against the defaulting party, any appointment of a receiver for the defaulting party, or any assignment for the benefit of the defaulting party’s creditors.

Payment Schedule

Monthly payment will be invoiced to Client on the first of each month and will become due and payable 30 days after the invoice date. Services may be suspended if payment is not made in accordance with this Section. If payment is not made within 60 days of receipt of invoice, Client will be assessed a late charge equal to 5 percent of the unpaid amount per month.

Change Orders:

Any changes to the scope of work must be documented in a change order. Additional fees resulting from approved change orders will be invoiced separately.

All incident response support and vulnerability remediation will require a change order or additional Statement of Work.

Use of software

Authorization to use any software provided by InterDev to the Client provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved. The Client may not re-publish, transmit, or distribute the software, or make any unauthorized use of InterDev materials. Modification of such materials or the use of such materials for any purpose not authorized by InterDev is prohibited.

Ownership of Work Product

Any (a) work of authorship fixed in any tangible medium of expression that is the subject matter of a copyright or potential application for registration therefore

(including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked or non-service- marked distinctive symbols, pictures or words, (d) trade secrets, or (e) any other copyrightable, patentable and/or trademark-able intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes or works of authorship developed or created by: (i) Service Provider and/or InterDev Personnel; and/or (ii) through collaborative efforts of InterDev (including InterDev Personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor or representative of Client ("Client Personnel") during the term of this Agreement (collectively, the "Work Product") shall belong to InterDev; provided that Client shall retain a perpetual, non-exclusive, royalty-free license to use the Work Product in its day to day business operations so long as Client does not disclose, sell or assign, in any capacity, its rights in said Work Product, to any third party (including InterDev Personnel and Client Personnel) without the express, written consent of InterDev, which consent may be withheld. Upon request of InterDev, Client shall, if necessary, take such actions, and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of InterDev.

Non-Solicitation

During the term of this Agreement and for a period of two (2) years after its termination or expiration, neither party shall directly or indirectly solicit, recruit, or hire any employees, contractors, or agents of the other party involved in the performance of this Agreement. For the purposes of this clause, "solicitation" includes but is not limited to: a. Initiating contact with employees of the other party for the purpose of offering employment or engagement. b. Inducing or attempting to induce employees of the other party to terminate their employment or engagement. c. Assisting others in soliciting, recruiting, or hiring employees of the other party.

In the event the Client breaches the non-solicitation clause stated above and hires an employee or contractor of InterDev without obtaining the InterDev's prior written consent, the Client agrees to pay a recruiting fee to InterDev. The recruiting fee shall be equal to 100% of the hired employee's or contractor's annual salary or the agreed-upon compensation package, whichever

is greater. This fee is payable within 30 days from the date of the employee's or contractor's employment commencement with the Client.

Confidentiality:

For the purposes of this Agreement, "Confidential Information" shall mean any non-public information, including but not limited to trade secrets, business plans, customer lists, financial information, technical data, proprietary information, and any other information disclosed by the Disclosing Party to the Receiving Party.

The Receiving Party agrees to:

- a. Keep the Confidential Information strictly confidential and take all reasonable precautions to prevent unauthorized disclosure or use.
- b. Limit disclosure of the Confidential Information to employees, contractors, or agents who have a legitimate need to know the information for the purpose of the [insert purpose, e.g., discussing a potential business relationship] and who are bound by similar confidentiality obligations.
- c. Not disclose, reproduce, or use the Confidential Information for any purpose other than as expressly authorized by this Agreement.

The obligations of confidentiality shall not apply to information that:

- a. Is or becomes publicly available through no fault of the Receiving Party.
- b. Was rightfully in the possession of the Receiving Party without restriction on disclosure prior to receiving it from the Disclosing Party.
- c. Is independently developed by the Receiving Party without reference to or reliance upon the Confidential Information.

The Receiving Party's obligations regarding the Confidential Information shall survive the duration and termination of this agreement.

Upon the Disclosing Party's written request or the termination of discussions between the parties, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all copies of the Confidential Information.

Disclaimer of Warranties

IT Services furnished under this Agreement are provided "as is" and, unless otherwise expressly stated in this instrument, without representations or warranties of any kind, either express or implied. To the fullest extent permitted by law, InterDev disclaims all warranties, express, implied, or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. InterDev does not warrant that use of software or products furnished by InterDev will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

Limitation of Liability

In no event shall InterDev be liable to the Client or any other party for any special, exemplary, incidental, or consequential damages, including but not limited to lost profits, whether arising out of contract, tort, and strict liability or otherwise.

Taxes

It is understood that any Federal, State or Local taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. The Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the State of use.

Miscellaneous

This instrument, with attached exhibits, contains the entire agreement of the parties and supersedes any previous agreement on the same subject matter between them. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all parties hereto. InterDev is an independent contractor, and nothing herein shall be construed as inconsistent with that relationship or status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

InterDev shall not be liable to Client for any failure or delay caused by events beyond InterDev's control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, or equipment, or technical failures, or accessibility to work site. The headings contained herein are for convenience of reference only and are not to be used in interpreting this agreement. This agreement shall be construed and enforced pursuant to the laws, but not the conflict of laws rules, of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

Taxes

It is understood that any Federal, State or Local taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. The Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the State of use.

Disclaimer

The information contained in this document is the property of InterDev and is considered proprietary and confidential. The document's contents must not be reproduced or disclosed wholly or in part or used for purposes other than that for which it is supplied without prior written permission of InterDev.

IN WITNESS WHEREOF, the parties hereto have caused this Proposal to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Client	InterDev
Name:	Name: Allison Shih
Title:	Title: Chief Revenue Officer
Signature:	Signature: 
Date:	Date: 02/01/2024
<i>I have authority to bind Client</i>	<i>I have authority to bind Company</i>