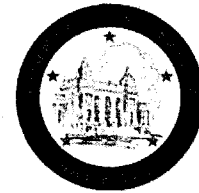


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
3.19
(ID # 10274)**

MEETING DATE:
Tuesday, July 2, 2019

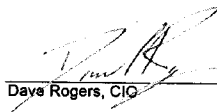
FROM: RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Ratify and Approve the Software ASA Service Agreement to renew with Tyler Technologies for an Open Data Platform, without seeking competitive bids, for three (3) years with the option to renew for two additional one-year renewals, All Districts. [\$864,066 - Total Aggregate Cost, \$157,103 - Annually, Additional Compensation not to exceed \$78,551 - RCIT Budget - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Software ASA Service Agreement with Tyler Technologies for an open data platform without seeking competitive bids for three (3) years with the option to renew for two additional one-year renewals for a total aggregate amount of \$864,066 from April 1, 2019 through March 31, 2024 and authorize the Chairman of the Board to sign three (3) copies of the Agreement on behalf of the County;
2. Authorize the Purchasing Agent in accordance with Ordinance No.459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the Agreement; and
3. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to the Information Technology Department for distribution.


ACTION:Policy


Dave Rogers, CIO 6/20/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Perez and Hewitt
Nays: None
Absent: Spiegel and Washington
Date: July 2, 2019
xc: RCIT

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 157,103	\$ 864,066	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCIT Budget – 100%			Budget Adjustment: No	
			For Fiscal Year: 19/20-23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On September 22, 2015, Riverside County adopted an Open Data Policy which reinforced our commitment to creating openness and transparency in county operations. To facilitate this policy action on March 15, 2016 (Board agenda item no. 3.19) the Board of Supervisors approved a three-year service agreement with Socrata (now a subsidiary of Tyler Technologies) for a cloud based open data platform. The initial contract period enabled the successful launch of the county's open data program.

As a result of this service, the County has openly published more than 35 million financial transactions from across the county including our purchase of fleet vehicles, pharmaceuticals for hospital operations, broadband services for county offices, and construction services for the building and maintenance of our roads and infrastructure. We continue to update this very large, open and publicly accessible dataset monthly.

Additionally, Riverside County has published annual spending and revenue budgets from 2011 through the current year, breaking down budgeted and actual spending and revenue by department, budget unit, and accounting category such as salaries, benefits, services, or equipment.

Riverside County's open data program also publishes Animal Service's animal disposition report, our technology systems of records as prescribed by SB272, and economic and demographic data. Additionally, we link to crime incident data published by the Sheriff, as well as public health and healthy community indicators published by Public Health, election information and Board of Supervisor agendas. We also provide a large volume of GIS spatial data and mapping services that support land use activities and services throughout the county.

There are unique features Socrata offers such as interactive open data services, an open data platform that has passed the Federal Information Security Management Act of 2002 (FISMA) and is Federal Risk and Authorization Management Program (FedRAMP) Authorized.

These features also enables end-users to embed the visualizations they create on external websites, using an intuitive widget similar to the YouTube player; and the ability to allow end

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users to download any dataset in multiple standard open formats and offers a built-in integration with Esri's Geographic Information System (GIS) platform.

Impact on Citizens and Businesses

There is no negative impact on residents or businesses in the County. Riverside County's Open Data Program has resulted in increased transparency, opportunities for participation, and a repository of authoritative data that is relied upon by business interests in multiple industries. Today residents and businesses can interact, create custom visualizations, and download millions of county records through our Open Data Platform.

SUPPLEMENTAL:

Additional Fiscal Information

Cost Breakdown for Open Data Platform Renewal:

Description:	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Total
One-time Costs:						
N/A	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Annual Costs:	\$157,103	\$ 157,103	\$ 157,103	\$ 157,103	\$ 157,103	\$ 785,515

Additional Services	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Total
For future services and expansion of Platform Components and Modules						\$ 78,551
Total Cost (not to exceed)						\$ 864,066

Contract History and Price Reasonableness

On March 15, 2016 (agenda item 3.19) the Board of Supervisors approved a three-year service agreement with Socrata for a cloud based open data platform. RCIT continues to leverage the Socrata open data platform, who was acquired within the past year by Tyler Technologies, Inc.

The County of Riverside negotiated a fixed pricing for five years, which is a cost savings of \$90,934, over the prior three-year agreement with Socrata.

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The Socrata open data platform is utilized by federal, state and local government customers throughout the nation, including Los Angeles, Montgomery, and Alameda Counties, and the states of California, New York, and Illinois. Contract pricing is consistent with rates paid by other jurisdictions. This data is readily accessible through the publication of open data by these jurisdictions and can also be found through Riverside County's open data platform.

ATTACHMENTS:

1. Agreement
2. Sole Source Justification


Teresa Summers, Director of Purchasing 6/25/2019


Venus Brambila 6/26/2019


Gregory V. Priapos, Director County Counsel 6/26/2019

**RESOLUTIONS OF THE SOLE DIRECTOR OF
SOCRATA, INC.
a wholly owned subsidiary of Tyler Technologies, Inc.**

WHEREAS, the sole director of Socrata, Inc., a Delaware corporation ("Socrata"), deems it to be in the best interests of Socrata to authorize certain individuals to enter into legally binding obligations or representations on behalf of Socrata;

RESOLVED, that, Leslee Nelson is hereby authorized to make legally binding obligations or representations on behalf of Socrata to and with state and local taxing jurisdictions (including signing state and local tax returns);

RESOLVED, that, in addition to Socrata's corporate officers, the following persons are hereby authorized to enter into contract(s) and make other legally binding marketing obligations or representations on behalf of Socrata:

Kevin Merritt

Saf Rabah

Franklin Williams

Hannah May

Jeff Puckett

RESOLVED, that the foregoing authorization will automatically terminate on such date that the aforementioned individual is no longer employed by each of Tyler Technologies, Inc. and Socrata;

RESOLVED, that each officer of Socrata is hereby authorized and directed, in the name and on behalf of Socrata, to do or cause to be done any and all things, and to execute, deliver and file all such other agreements, amendments, instruments, certificates, waivers, documents, and papers that any of them deem necessary or advisable to carry into effect the purposes and intent of the foregoing resolutions and to consummate the transactions contemplated thereby.

JUL 02 2019 3.19


**CERTIFICATE OF SECRETARY OF
SOCRATA, INC.**

The undersigned, being the duly elected and qualified Secretary of Socrata, Inc., a Delaware corporation ("Socrata"), hereby certifies on behalf of Socrata that:

1. Attached hereto is a true, correct and complete copy of resolutions duly adopted by the Board of Directors of Socrata.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Secretary on behalf of Socrata as of March 15, 2019.

SOCRATA, INC.,
a Delaware corporation

By:  _____
Name: Abigail M. Diaz
Title: Secretary



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is effective on the 1st day of April 2019 by and between Socrata, Inc., with offices at 255 South King Street, Suite 1100, Seattle, WA 98104, a wholly owned subsidiary of Tyler Technologies, Inc. ("Socrata"), and the County of Riverside, California with offices at 4080 Lemon Street, Riverside, CA 92501

WHEREAS, Client selected Socrata to provide the certain items set forth in the Investment Summary, including providing Client with access to Socrata's proprietary software products, and Socrata desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Socrata and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Alert"** means a message that is delivered when Client-defined thresholds are exceeded.
- **"API"** means application-programming interface.
- **"External API Calls"** means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Investment Summary, attached as Exhibit A. Unless otherwise agreed to in the Investment Summary, after the initial twelve (12) months of the Agreement, and again every twelve months thereafter, the pricing for the SaaS Services, based on the External API Calls, will be adjusted to the correlating pricing terms based on the average of the number of External API Calls over the previous six (6) months.
- **"Client"** means the County of Riverside.
- **"Client Data"** means data, datasets, files, information, content and links uploaded or provided by client through the use of the SaaS Services, but excluding Third Party Services.
- **"Confidential Information"** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, Social Security numbers) and trade secrets, each as defined by applicable state law.
- **"Dataset"** means physical collection of information, typically modeled as a table of rows and columns of data.
- **"Data Storage"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Documentation"** means any online or written documentation and specifications related to the use of the SaaS Services that we provide, including instructions, user guides, manuals, and other training or self-help documentation.
- **"Effective Date"** means the Contract Start Date as indicated in the Investment Summary.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Monthly Active Users”** means a user that is logged in and accesses the SaaS Services more than ten times per month. If applicable, the number of Monthly Active Users that are authorized to use the SaaS Services for the Agreement are identified in the Investment Summary. Unless otherwise agreed to in the Investment Summary, after the initial twelve (12) months of the Agreement, and again every twelve months thereafter, the pricing for the SaaS Services, based on the Monthly Active Users, will be adjusted to the correlating pricing terms, based on the on the average of the number of Monthly Active Users for the previous six (6) months.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary. SaaS Fees may be listed or referred to as Recurring Fees in Exhibit A.
- **“SaaS Services”** means Socrata’s off the shelf, cloud-based software service and related services, including maintenance and support services, as specified under this Agreement. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement described in Section C of this Agreement.
- **“Support Policy”** means the Client support policy applicable to you for the SaaS Services pursuant to this Agreement. A copy of our current Client Support Policy is attached as Exhibit C.
- **“Statement of Work”** means the agreed upon scope of services and industry standard implementation plan describing how Socrata’s other services will be provided, the roles and responsibilities of the Client in connection to the implementation. If applicable, the Statement of Work is attached as Exhibit D.
- **“Third-Party Services”** means if any, third-party web-based services or platforms, including but not limited to third party stock photos and third-party map location services which are provided at no additional charge to you through this Agreement.
- **“Socrata”** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.
- **“we”, “us”, “our”** and similar terms mean Socrata.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted**. Socrata grants to Client the non-exclusive, non-assignable limited right to use the SaaS Services on a subscription basis. The SaaS Services will be made available to Client according to the terms of the SLA. Client may use the SaaS Services to access updates and enhancements to the SaaS Services, as further described in Section C(7.1).
2. **SaaS Fees**. Client agrees to pay Socrata the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Monthly Active Users, API usage, Alerts, and the amount of Data Storage required. Client may add additional users or additional data storage on the terms set forth in Section H(1).
3. **Ownership**.
 - 3.1 Socrata retains all ownership and intellectual property rights to the SaaS Services, as well as anything

developed by us under this Agreement.

- 3.2 When Client uploads or provides Client Data to Socrata's SaaS platform, Client grants to Socrata a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as needed in response to a Monthly Active User's use of the SaaS Services.
 - 3.3 The SaaS Services provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Once an internal user makes Client Data publicly available using the SaaS Services, Socrata has no control over a Public User's use, distribution, or misuse of Client Data. Socrata has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public permissions applied to Client Data.
 - 3.4 Socrata reserves the right to develop derivative data assets based on Client's publicly available data. These uses might include but aren't necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
 - 3.5 While Socrata agrees to never commercially sell data Client makes publicly available, we reserve the right to commercially sell derivative data assets we create based on Client's public data.
 - 3.6 Socrata may develop derivative data assets and insights based on aggregated, anonymized views of Client's internally accessible private data for the purposes of the enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.
 - 3.7 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.8 Client retains all ownership and intellectual property rights to the Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Agreement, Socrata does not create or endorse any Data used in connection with the SaaS Services. During the term of the Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.
 - 3.9 If Client provides feedback, information, and/or suggestions about the SaaS Services, or any other services provided hereunder, then Socrata (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.
4. **Restrictions.** You may not: (a) except as explicitly provided for herein, make the SaaS Services or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Agreement; (e) use the SaaS Services

to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Socrata's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks.

5. Reservation of Rights. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Socrata pursuant to this Agreement are the proprietary property of Socrata and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Socrata. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Agreement. Socrata reserves all rights unless otherwise expressly granted in this Agreement.
6. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Agreement by your internal users and contractors.
7. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Socrata promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Client Data, and instructions to Socrata regarding the same.
8. Socrata Support. Socrata will provide Client support for the SaaS Service at the Basic Support Level or at the level indicated in the Investment Summary under the terms of Socrata's Client Support Policy which is located in Exhibit C; Socrata will report scheduled maintenance windows, outages or other events affecting Client on Socrata's support site.
9. Client Data Backup. Client is providing Socrata a copy of Client Data. Client acknowledges and understands that Socrata and the SaaS Services are not the system of record of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specifically agreed to in writing between Socrata and Client.
10. APIs. Socrata will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Agreement. Subject to the other terms of this Agreement, Socrata grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.
 - a. Client may not use the APIs in a manner--as reasonably determined by Socrata--that exceeds the purposes defined in the Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Socrata can suspend Client's access to the APIs on a temporary or permanent basis. If Socrata terminates Client's access to the APIs on a permanent basis, Socrata shall provide the Client with written notice and 15 days

opportunity to cure.

- b. Socrata may change or remove existing endpoints or fields in API results upon at least 30 days' posted notice to Client, but Socrata will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Socrata may add new endpoints or fields in API results without prior notice to Client. The deprecation notice will be posted at <https://support.socrata.com>.
- c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Socrata ("Non-Socrata Applications"). Client is solely responsible for development, license, access to and support of Non-Socrata Applications, and Client's obligations under this Agreement are not contingent on access to or availability of any Non-Socrata Application.
- d. Socrata does not own any open source code that may be provided with the APIs, and any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.

11. **Data Security Measures.** In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures).
12. **Notice of Data Breach.** If Socrata knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Socrata will provide notice in accordance with applicable State data breach notification laws.

SECTION C – OTHER SERVICES

1. **Other Services.** If applicable, Socrata will provide Client the various implementation-related services itemized in the Investment Summary and described in the Statement of Work/our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. **Additional Services.** If applicable, the Statement of Work and Investment Summary, found in the

Attachments to this Agreement, describe the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. Unless otherwise noted therein, the price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

3. Other Services Warranty. We will perform the implementation-related services in a professional manner, consistent with industry standards. In the event we provide services that do not conform in your sole reasonable determination to this warranty, we will re-perform such services at no additional cost to you.
4. Site Access and Requirements. At no cost to us, upon prior written request by us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
5. Client Assistance. You acknowledge that the implementation of the SaaS Services is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
6. Service Level Agreement & Warranty.

Service Warranty. Socrata warrants to Client that the functionality and/or features of the SaaS Services will substantially perform as communicated to Client in writing or their functional equivalent, but Socrata has the right to update functionality. The support policies may change but will not materially degrade during the term. Socrata may deprecate features upon at least 30 days' written notice to Client, but Socrata will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at <https://support.socrata.com>.

6.1 Uptime Service Level Warranty. We will use commercially reasonable efforts to maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below (*excluding* maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Agreement, or you have not pre-paid SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA

Credit

99.9%

3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or \$1,800.00, whichever is less, and the minimum credit cannot be less than \$100.00.

6.2 Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(7.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D – THIRD-PARTY SERVICES

1. Third -Party Platform Services. Client will be provided with access and usage of Third-Party Services through use of the SaaS Services. Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts. As of the Effective Date, Third-Party Service contracts include the AWS Service terms located at <https://aws.amazon.com/service-terms/> and are provided as-is.
2. Disclaimer. You acknowledge that we are not the provider of any Third Party Platform Services. We do not warrant or guarantee the performance of the Third Party Platform Services.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
Recommend adding:
2. Invoice Disputes. If you believe any delivered item does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done

by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so. If the Parties are unable to resolve the Invoice Dispute, the Parties will invoke the Dispute Resolution process in Section H.4.

SECTION F – TERM, TERMINATION, and SUSPENSION OF SaaS SERVICES

1. **Term.** The initial term of this Agreement is three (3) years from the Contract Start Date indicated in the Investment Summary, unless earlier terminated as set forth below. Upon expiration of the initial term, [or this Agreement will renew automatically for two additional one (1) year renewal terms at the price set forth in the Investment Summary, unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. After the two, one (1) year renewal terms, the Agreement will renew automatically for additional one (1) year renewal terms at the then-current pricing model. Your right to access or use the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, Client will pay Socrata for all undisputed fees and expenses related to the SaaS Services, products, and/or other services you have received, or Socrata has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than Client's termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
3. **Failure to Pay SaaS Fees.** Client acknowledges that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the SaaS Services. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
4. **For Cause.** If Client believes Socrata has materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(4). Client may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(4).
5. **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services.
In case by reason of Force Majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations pertaining to Insurance, Section G.6. herein, or Indemnification, Section 2. herein), so far as they are affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
6. **Lack of Appropriations.** If Client should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience. Client shall not be obligated for payments hereunder for any future fiscal year unless or until Client appropriates funds for this Agreement in Client's budget for that fiscal year. In the event that funds are not appropriated, then this

Agreement may be terminated by the Client as the end of the last fiscal year for which funds were appropriated. Termination of this Agreement by Client under this Section E.1 shall not constitute a breach of this Agreement by the Client. Client shall notify Socrata in writing of such non-appropriation at the earliest possible date which, in any event, shall be prior to Socrata performing services during any fiscal year for which an appropriation has not been made. In the event Client notifies Socrata that sufficient funds have not been appropriated, or if in fact sufficient funds have not been appropriated, to compensate Socrata in accordance with this Agreement, Socrata may suspend Socrata's performance and terminate all Socrata licenses under this Agreement. Suspension of performance and termination of all Socrata licenses by Socrata in accordance with this section E.1 shall not constitute a breach of this Agreement by Socrata.

7. Fees for Termination without Cause during Initial Term. If Client terminates this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if Socrata terminates this Agreement during the initial term for Client's failure to pay SaaS Fees, Client shall pay Socrata 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term.
8. Trial Service. Any no-cost trial service to which Client has access may be terminated at any time by either party with fifteen (15) days' prior written notice.
9. Return of Client Data. Upon request, Socrata will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.
10. Return of Socrata Property. Upon termination of this Agreement, Client agrees to destroy or return all Socrata property that is in your possession. Upon our request, you will confirm your compliance with this requirement in writing.
11. Suspension of SaaS Services. Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Agreement, we may temporarily suspend the SaaS Services, or Monthly Active Users' access thereto. Unless Client has conducted unscheduled penetration testing or unscheduled performance testing, Socrata will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any unscheduled penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the SaaS Services.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 Socrata will defend Client against any third party claim(s) that the SaaS Services or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Socrata's obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on Client's use of the SaaS Services in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If Socrata receives information concerning an infringement or misappropriation claim related to the SaaS Services, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Services immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the SaaS Services consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and Client's use of the SaaS Services is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 Socrata shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any and all third party liability, claim, action or damage whatsoever, based or asserted upon any gross negligence or willful misconduct of Socrata, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or a violation of a law applicable to Socrata's performance under this agreement.. Socrata shall defend, at its sole expense, all costs and fees (including but not limited to attorney fees, cost of investigation, defense and including settlements or awards) the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Socrata, Socrata shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Client; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Socrata's indemnification to Client as set forth herein.

- 2.2 Socrata will not agree to a settlement that requires the County to perform or abstain from any action (including but not limited to making a payment) without the County's consent, not to be unreasonably withheld, and Socrata will not agree to any other settlement without giving the County advance notice thereof and a reasonable opportunity to provide feedback on that proposed settlement, which feedback Socrata will consider in good faith.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Socrata's obligations to indemnify and hold harmless Client.

2.3 Socrata's obligations under this Section G(2) will not apply to the extent the claim or adverse final judgment is based on Client's use of the SaaS Services in contradiction of this Agreement, including with non-licensed third parties.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE SOCRATA TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SAAS SERVICES, SOCRATA DOES NOT GUARANTEE THAT THE SAAS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2). []
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance.

6.1 Insurance - Without limiting or diminishing Socrata's obligation to indemnify or hold Client harmless, Socrata shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

A. Workers' Compensation - Socrata shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County of Riverside.

B. Commercial General Liability - Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices

liability, covering claims which may arise from or out of Socrata's performance of its obligations hereunder. To the extent coverage provided by a commercial insurance policy, such policy shall name Client, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability - If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Socrata shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the Client, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. Professional Liability Insurance - Socrata shall maintain Professional Liability Insurance providing coverage for Socrata's performance of work included in this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Socrata's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Socrata shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Socrata has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions For All lines - Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the Client's Risk Manager. If the Client's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

1) Socrata's insurance carrier must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$1,000,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the Client's Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the Client, and at the election of the Client's Risk Manager, Socrata's carrier shall either; 1) reduce or eliminate such deductibles or self-insured retentions with respect to this Agreement, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

2) Socrata shall cause Socrata's insurance carrier to furnish Client with either a) properly executed original certificates of insurance and certified original copies of endorsements

effecting coverage as required herein, and b) if requested to do so orally or in writing by the Client's Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificates and policies of insurance shall contain the covenant of the insurance carrier that thirty (30) days written notice shall be given to Client prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.

In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless Client receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Socrata shall not commence operations until Client has been furnished original certificates of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

3) It is understood and agreed to by the parties hereto, that for claims arising out of the Agreement between the Parties and for the Commercial General Liability and Vehicle Liability insurance coverage, the certificates of insurance and policies shall so covenant and shall be construed as primary insurance, and Client's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

4) Socrata shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

5) The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to Client.

6) Socrata agrees to notify Client of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

7) Failure of Socrata to maintain its insurance commitments throughout the term of this Agreement shall be grounds for termination of the Agreement for cause.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Federal Application.** If applicable, the SaaS Services and Documentation are a "commercial item," as that

term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire only those rights in the SaaS Service and the Documentation that are provided under this agreement.

3. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
4. Dispute Resolution. The Parties agree to provide Socrata with written notice within thirty (30) days of becoming aware of a dispute. Client agrees to cooperate with Socrata in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. To the extent permitted by law, all meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If parties fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of the parties may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent Client or Socrata from seeking necessary injunctive relief during the dispute resolution procedures.
5. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
6. Nondiscrimination. Socrata will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
7. E-Verify. Socrata has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
8. Subcontractors. Socrata will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
9. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party.
10. Force Majeure. Except for Client's payment obligations, neither party will be liable for delays in

performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

11. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
12. Entire Agreement; Amendment. This Agreement and its Exhibits represent the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
13. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
14. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
15. Independent Contractor. Socrata is an independent contractor for all purposes under this Agreement.
16. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
17. Client Lists. Client agrees that Socrata may identify you by name in client lists, marketing presentations, and promotional materials.
18. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential Information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, Social Security numbers) and trade secrets, each as defined by applicable state law ("Confidential Information"). Each party agrees that it will

not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

Governing Law. Socrata and this Agreement are subject to the laws of the State of California and the United States of America, and regulations promulgated thereto. Any provision required to be in this Agreement by any applicable federal or state law, and regulations thereto, shall bind Client and Socrata, whether or not expressly provided in this Agreement. This Agreement shall be construed pursuant to the laws of the State of California. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and federal (if permitted by law and a Party elects to file an action in federal court) courts located in the County of Riverside, State of California.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. To the extent permitted by law, any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A: Investment Summary
- Exhibit B: Invoicing and Payment Policy
- Exhibit C: Socrata Support Policy

23. Order of Precedence. Any ambiguity, conflict, or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- 1) SaaS Services Agreement (This document)
- 2) Exhibit A: Investment Summary
- 3) Exhibit B: Invoicing and Payment Policy
- 4) Exhibit C: Socrata Support Policy
- 5) Exhibit D: Statement of Work (if applicable)

IN WITNESS WHEREOF, a duly authorized representative of each party agrees to be bound by the terms of this Agreement and has executed this Agreement as of the date(s) set forth below.

Socrata, Inc. a wholly owned subsidiary of Tyler Technologies, Inc. COUNTY OF RIVERSIDE, CALIFORNIA

By: 

Name: Hannah May

Title: Senior Corporate Attorney

Date: 06/14/2019

By: 

Name: Kevin Jeffries

Title: Chairman, Board of Supervisors KEVIN JEFFRIES

Date: JUL 02 2019

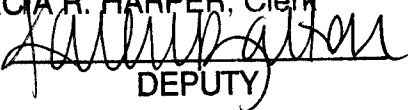
Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Riverside County Information Technology
3450 14th St. 4th Fl.
Riverside, CA 92501
Attn: RCIT-PMG

With a copy to:
Socrata, Inc.
255 South King Street, Suite 1100
Seattle, WA 98104
Attention: Franklin Williams

ATTEST:
KECIA R. HARPER, Clerk
By: 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  17 June 2019
DAVID M. McCARTHY DATE



**EXHIBIT A
INVESTMENT SUMMARY**

The following Investment Summary details the items to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Contract Start Date indicated below. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.



Quoted By: Melanie Thaden
 Quote Expiration: 6/9/2019
 Quote Name: Riverside County (CA) - 2019 Renewal
 Quote Number: 2018-62794
 Quote Description:
 Contract Start Date: 4/1/2019
 Contract End Date: 3/31/2022

Sales Quotation For
 Riverside County
 PO Box 1326
 Riverside, CA 92502-1326
 Phone: +1 (951) 486-6776

	Year 1	Year 2	Year 3	Year 4 (optional)	Year 5 (optional)	Grand Total
Recurring Costs	\$157,103.00	\$157,103.00	\$157,103.00	\$157,103.00	\$157,103.00	\$785,515.00
One Time Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$157,103.00	\$157,103.00	\$157,103.00	\$157,103.00	\$157,103.00	\$785,515.00

Tyler Software and Related Services - Annual

Description	Quantity	List Price	Annual Sales Price	Annual Uplift	Net Price
Software					
Open Budget (1M - 5M)	1	\$60,000	\$24,000	0%	\$24,000
Open Expenditures (1M - 5M)	1	\$60,000	\$24,000	0%	\$24,000
Publica Open Data Cloud (1M - 5M)	1	\$84,000	\$24,000	0%	\$24,000
Perspectives (1M - 5M)	1	\$54,000	\$54,000	0%	\$54,000
Add On					
50 Public Datasets (1M - 5M) (2)	2	\$6,000	\$6,000	0%	\$12,000
5 Perspective Creation Licenses (1M - 5M)	1	\$2,700	\$2,700	0%	\$2,700
Education and Support					
Education Program - Standard	1	\$42,000	\$16,403	0%	\$16,403
Support Program - Basic	1	\$0	\$0	0%	\$0
TOTAL:					\$167,103

TABLE 1. Socrata Products

Product	SKU	Description
Open Budget (1M - 5M)	SOC-OB-6	Open Budget Socrata Open Budget is a software-as-a-service application that enables governments to publish their operating and capital budgets as intuitive, interactive visualizations for use by internal stakeholders and the public.
Open Expenditures (1M - 5M)	SOC-OE-6	Open Expenditures: Socrata Open Expenditures is a software-as-a-service application that enables governments to publish their expenses data as intuitive, interactive visualizations for use by internal stakeholders and the public.
Publica Open Data Cloud (1M - 5M)	SOC-OD-6	Open Data (currently called Publica) Socrata Open Data enables governments to publish data, in a variety of intuitive and interactive forms, for use and reuse by the public. Open Data Includes: Publishing Services: APIs, a web interface, and utilities to publish data, automate the update of published data, and design metadata. Discovery Catalog and search experience used to find data on the open data site via keyword, category, or other parameters. Includes support for the DCAT and data JSON standards. Site Analytics Dashboard providing insight into the usage of data, APIs, and other assets on the open data site. Includes support for Google Analytics integration and data export. Site Administration Controls to manage user access and other basic settings of the open data site. Lenses and Expressions: Tools to create and explore interactive data visualizations, such as charts, Socrata Data Lens, and maps. Includes Socrata Data Player, an embed frame for including most Socrata visualizations on third-party sites. Federation Services Service enabling cross-site sharing of open data site assets with other open data sites (e.g. nearby cities). Socrata Open Data API: Programmatic interface and supporting documentation for all datasets published on the open data site. Open Data Network Connection to community of data publishers and consumers to enrich aspects of the data consumption experience. Includes federation of public data to www.opendatanetwork.com Unlimited consumption via mobile, desktop web, API Unlimited users
Perspectives (1M - 5M)	SOC-ST-6	Perspectives Base License: Socrata Perspectives is an online software-based tool that allows customers to create stories around their data. It is tightly integrated with the core Socrata platform and lets subject matter experts share the insights they've derived from their data. Authors can place dynamic Socrata-powered visualizations on a page and enrich them with textual narration; add third-party content like images, videos and advanced visualizations; and then publish the finished story to internal or external audiences.
Education Program - Standard	SOC-PS-EDU-S	Education Program - Standard: Unlimited attendance and access to virtual instructor led interactive online learning sessions and OnDemand education content.
Support Program - Basic	SOC-PS-SUP-B	Basic Support Package. As set forth on https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy
50 Public Datasets (1M - 5M)	SOC-DAT6-50	Public Data Sources (50) (Dataset Capacity)
5 Perspective Creation Licenses (1M - 5M)	SOC-STA6-5	Perspective Creator User License Pack 5 (5 Creator Licenses)

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EXHIBIT B INVOICING AND PAYMENT POLICY

We will provide you with the items set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable items in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Service Fees.** SaaS Service Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term and the two, one-year option years are set forth in the Investment Summary. After the initial term of the Agreement, the pricing for the SaaS Services will be adjusted to the correlating pricing terms, based on the then-current subscription rates.
2. **Other Items and Services.**
 - 2.1 *Implementation and Other Services:* If applicable, implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Other Fixed Price Services (including education):* If applicable, fixed price services are invoiced upon complete delivery of the service.

Payment. Payment for undisputed invoices is due within thirty (30) days of receipt of invoice. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating

Any billing inquiries by Client should be directed to Socrata's Accounts Receivable Department at AR@tylertech.com. Unless expressly set forth in the Investment Summary, fees are exclusive of taxes, travel and expenses, and third party reseller fees.



**EXHIBIT B
SCHEDULE 1
SCGC PAYMENT TIERS**

Tier 5: "PROGRAM"	Tier 4: "DEPARTMENT"	Tier 3: "AGENCY"	Tier 2: "ORGANIZATION"	Tier 1: "ENTERPRISE"
\$240K / Year	\$360K / Year	\$480K / Year	\$600K / Year	CONTACT US
<ul style="list-style-type: none"> ✓ 25 Monthly Active Users ✓ 500K External API Calls ✓ Alerts Preview ✓ 2TB of Data Storage <hr/> <ul style="list-style-type: none"> • DaaS Platform • Operational Intelligence • Performance Optimization • Financial Insights Cloud • Citizen Engagement • 1 X-Connect Application <hr/> <ul style="list-style-type: none"> ✓ Silver Support ✓ Standard Education 	<ul style="list-style-type: none"> ✓ 50 Monthly Active Users ✓ 1 Million Ext. API Calls ✓ 10K Alerts / Month ✓ 4TB of Data Storage <hr/> <ul style="list-style-type: none"> • DaaS Platform • Operational Intelligence • Performance Optimization • Financial Insights • Citizen Engagement • 2 Connect Applications • Alerts (internal only) <hr/> <ul style="list-style-type: none"> ✓ Silver Support ✓ Standard Education 	<ul style="list-style-type: none"> ✓ 75 Monthly Active Users ✓ 2 Million Ext. API Calls ✓ 20K Alerts / Month ✓ 6TB of Data Storage <hr/> <ul style="list-style-type: none"> • DaaS Platform • Operational Intelligence • Performance Optimization • Financial Insights • Citizen Engagement • 3 Connect Applications • Alerts (internal only) • Single-app Entity Search <hr/> <ul style="list-style-type: none"> ✓ Gold Support ✓ Premium Education 	<ul style="list-style-type: none"> ✓ 100 Monthly Active Users ✓ 5 Million Ext. API Calls ✓ 30K Alerts / Month ✓ 8TB of Data Storage <hr/> <ul style="list-style-type: none"> • Central DaaS Platform • Operational Intelligence • Performance Optimization • Financial Insights • Citizen Engagement • 5 Connect Applications • Internal/External Alerts • Multi-app Entity Search <hr/> <ul style="list-style-type: none"> ✓ Platinum Support ✓ Premium Education 	<ul style="list-style-type: none"> ✓ Tailored to meet your needs – based on multiple instances of SCGC <hr/> <ul style="list-style-type: none"> • DaaS Platform • Operational Intelligence • Performance Optimization • Financial Insights Cloud • Citizen Engagement • Unlimited Applications, Alerts, Entity Search <hr/> <ul style="list-style-type: none"> ✓ Custom Support ✓ Custom Education
Expansion Packs				
Alerts Expansion Pack 10K Monthly Data Alerts \$24K / Year	User Expansion Pack 25 Additional Monthly Active Users \$50K / Year	External API Expansion Pack 1M External API Calls \$20K / Year		
Notes: Services required to operationalize some products				



**EXHIBIT C
SOCRATA SUPPORT POLICY**

Socrata offers comprehensive Customer Support Programs to our customers. The Customer Support Program will be referenced in the license agreement or order form for Socrata. This document describes the policies that govern the Socrata Customer Support Programs. It defines the Customer Support Programs, their coverage levels, priorities, and response times. Should you require further information, please contact your Socrata Account Executive.

Customer Support Programs

We are committed to helping you make your Socrata solution a success. We understand that each organization has unique needs, and our Customer Support Programs are designed to let you choose the right program to meet your team needs. To ensure your success, we offer the following customer support plans with various services included as defined by the program.

Support Services	Basic	Silver	Gold	Platinum
Online Support	24x7	24x7	24x7	24x7
Phone Support	12x5*	12x5*	12x5*	12x5*
Online Knowledge Base	X	X	X	X
Community Portal		X	X	X
Service Level Agreement		X	X	X
Coaching		30 hours	75 hours	150 hours
Dedicated Support Specialist				X

**12x5 defined as: 6:00am - 6:00pm Pacific Time, Monday-Friday, excluding US Federal Holidays ("Business Hours")*

Managed Care Programs

In addition to the programs above, Socrata offers Managed Care Support services for customers with a custom Socrata Solution. A Managed Care Support Program offers technical maintenance to support the long term success of a custom Socrata Solution, ensuring that development resources required to maintain performance of a custom Socrata Solution are available.

Additional Support Services	Basic	Silver	Gold	Platinum
Managed Care Program	N/A	X	X	X
Development Hours	N/A	15	50	150

If you have previously purchased one of our legacy programs such as Support - Premier. Please contact your account executive for more information.

Online Support

Socrata Customer Support is a service provided for reporting and tracking issues with the Socrata Platform and products. It includes the ability to enter new requests and track status and any updates regarding previously reported issues. The Customer Support Center is accessed through the Knowledge base at <https://support.socrata.com/>. Email support allows users to email: support@socrata.com to receive assistance over email.

Online Knowledge Base

The Socrata online knowledge base is available at <http://support.socrata.com/home>. The portal provides the online how-to guides, frequently asked questions, videos, and a library of information to support a best practices approach to using Socrata. It also serves as a portal for accessing the other support features.

Phone Support

The Phone Support option allows users to call Customer Support Specialists (“CSS”) at 1-(888)997-6762 and receive assistance over the phone. All requests logged over the phone can be statused online.

Coaching

Coaching hours allow access to one of Socrata's Technical Consulting Coaches by phone and screenshare. These hours can be used for questions or issues with data ingress, publishing datasets, curating visualizations, creating stories, and other topics once an implementation is complete. A Coaching Session can be scheduled by contacting coaching@socrata.com.

Dedicated Support Specialist

A dedicated Customer Support Specialist will be assigned with the Platinum Support Package only. A dedicated Customer Support Specialist (CSS) will be assigned to the account to manage and prioritize all logged requests. Each CSS is available during Business Hours (defined above). This plan includes bi-weekly status calls with the account Core Team and the representative to ensure that requests are prioritized and managed to a reasonable resolution. It also offers one onsite visit per year.

Hours of Operations (“Business Hours”)

Socrata Customer Support is available during the following business hours (Pacific Time) weekdays 6:00am - 6:00pm, excluding U.S. Federal Holidays.

Socrata Customer Support will observe the following US Federal holidays (CSS will not be available these days):

- New Year’s Day
- Memorial Day

- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

For information at any time on the status of Socrata’s platform and services, we maintain a status site at <http://status.socrata.com/>. We recommend all customers subscribe to updates.

Submitting a Support Request

Support requests can be logged in the following manner (according to your support plan):

Contact Method	Details
Telephone	1-888-997-6762 (toll-free)
Email	support@socrata.com
Twitter	@socratasupport

A Support request is a single, reproducible problem, issue, symptom or question relating to the Socrata software that requires assistance to resolve. Socrata will work with the customer contact to resolve the Support Request. Examples of how requests may be resolved (closed) include:

- The end user advises that the Support Request is resolved or can be closed.
- The issue is found not to be due to any error in the Socrata software.
- Information is provided to the end user on how to correctly use the Socrata software.
- A workaround to achieve similar results is provided and accepted by the end user.
- The end user is informed that a version release that contains the required correction is scheduled.
- The Support Request is a feature request or enhancement and has been logged with the product team and prioritized accordingly.
- The Support request is a change in existing functionality and has been prioritized as a product enhancement.
- The Support Request is identified as a third party vendor issue and the end user agrees that the Support Request can be re-assigned to the third party for resolution.
- It is determined that the end user would benefit from additional training and education on the Socrata software and recommendations are made accordingly.
- The issue cannot be reproduced in a standard environment and has been referred to Socrata Consulting Services to assess End User local and/or environmental issues.
- The Support Request has been open for more than 10 consecutive business days awaiting a response from the end user.

Support Request Handling

There are typically four phases in the process to resolution for a Customer Support Request:

Phase	Process	Response Definition
Initial Response	A Customer Support Specialist reviews logged customer issue and confirms receipt of the issue and has logged all relevant information.	The initial response is defined as the time from when an issue was logged by Customer and the Customer Support Specialist is assigned and confirms receipt of the issue.
Analysis / Problem determination	The CSS will analyze and confirm they can replicate the issue. This phase may require the Customer to provide additional information and/or test scenarios. The CSS will determine if the issue is a bug and escalate to the product engineering team for scheduling into an upcoming product release. The CSS may also be able to provide a reasonable workaround.	This stage starts the definition of the Resolution response time. The Resolution time is defined as the time from when the issue was replicated to the time a reasonable correction or workaround was delivered to the customer.
Monitor	A reasonable workaround or correction has been delivered to the Customer, and the assigned Customer Support Specialist is awaiting feedback from the Customer to verify that the solution resolves the request.	The Customer will have up to 5 business days to test and confirm the workaround or correction reasonably resolves the problem.
Close / Resolution	The workaround or correction provided has been confirmed to resolve the issue.	If a Customer does not provide a confirmation within 5 business days after receiving the reasonable resolution, the request will be closed.

Note: All issues confirmed as enhancement requests do not qualify under the SLA commitment policies. These requests will be documented with our product development team for consideration in a future release.

The web interface at <https://support.socrata.com/hc/en-us/requests/new> is a good method of submitting tickets to the Socrata Support team. Customers may submit any issue online, and monitor previously submitted issues. To log an issue, simply send an email to support@socrata.com, or call our support line at 1-888-997-6762.

Customer Support Request Priorities

Each Customer Support Request is assigned a priority by Socrata based on the technical severity of the request. The combination of Customer Support Program and Request Priority determines the SLA commitment time frame. Request Priority is determined by:

- The Customer's ability to use the software to execute the intended business function;
- The extent to which the Customer is unable to perform that function; and
- The impact on the Customer's business in the standard use of the functionality as designed by Socrata.

Priority	Recommended Contact Method	Description
Urgent	Phone	Socrata production environment is not available or core functionality is critically affected or data loss or data integrity compromised or widespread failure; no acceptable workaround or alternative solution available.

High	Phone	Socrata production environment is seriously affected; required functionality use is restricted or unusable; no acceptable workaround or alternative solution is available.
Normal	Web	Socrata functionality is restricted but operational, or some operations are impaired; an acceptable workaround or alternative solution is available to resolve the restriction or limitation and allow reasonable use of the production environment.
Low	Web	Socrata is generally unaffected; general usage questions, enhancement requests, product education, change to documentation; an acceptable workaround or alternative solution is either available or not required.

Note: All issues submitted by email will be classified as Normal by default.

Support Request Target Resolution Times

Customer Support Requests requiring product code changes will not be held to the corresponding Resolution Times; however, in the case of a product defect, with an Urgent priority, reasonable attempts will be made by Socrata Engineering to provide a correction and/or Customer Support to supply a workaround. Customer Support Requests are often resolved more quickly than the target times.

First Response Times	Basic	Silver	Gold	Platinum
Urgent	2 hours	1.5 hours	1 hour	1/2 hour
High	4 hours	3 hours	2 hours	1 hour
Normal	8 hours	8 hours	4 hours	3 hours
Low	24 hours	16 hours	12 hours	8 hours

Note: All hours refer to hours as counted during our business hours.

Target Resolution Times*	Basic	Silver	Gold	Platinum
Urgent	1 day	1 day	1 day	1 day
High	20 days	15 days	10 days	5 days
Normal	30 days	25 days	20 days	10 days
Low	60 days	30 days	25 days	20 days

Note: Days are defined as Business days. *The response and resolution time targets listed represent a standard of average response and resolution times for all customers over a weekly average for all issues logged, rather than a resolution time for a single issue.

Defect Resolution Process

Customer Support Requests reported to Socrata may be confirmed as a product defect. In the event that a product defect is confirmed and a fix is required, Socrata will take reasonable measures to ensure a timely release of a fix to the product defect, in keeping with our current standards for software development, testing, quality assurance and production release.

The following outlines the process for resolving a confirmed product defect:

1. Customer reports the issue to Socrata Customer Support and a Customer Support Request is created.
2. Socrata Customer Support works with the Customer to determine if the issue is a product defect and will document the symptoms and the steps followed to duplicate the issue. A defect report of the issue is created.
3. Once the issue has been documented, it is escalated to a Socrata Engineering Manager for additional troubleshooting and diagnostics. Socrata Customer Support will continue to provide updates to Customer.
4. Upon completion of diagnosis and understanding of cause and definition of correction required, the issue will be assigned to a Product Development team.
5. The Product Development Team will schedule fix into the appropriate release cycle and determine an estimated date for the release of the fix.
6. Quality assurance verifies the fix and confirms the estimated deployment date for the specified defect.
7. Customer Support will provide updates to the Customer during the process and when the fix has been deployed.
8. Customer will verify the fix in their environment and confirm it reasonably corrects the defect.
9. The Customer Support Request will then closed.

Scope of Support

Support is provided whereby the end user identifies a problem or issue that is a reproducible problem and the issue or symptom is relating to the Socrata software requires assistance to resolve.

For information about supported browsers, please visit: <https://support.socrata.com/hc/en-us/articles/202951618>

Examples of support requests that are included within a Support Plan:

- The Socrata software does not perform substantially in accordance with the current documentation.
- The end user is unable to make the Socrata software platform perform substantially in accordance with the then current documentation
- The end user is unable to gain access to the Socrata software.
- The Socrata software does not appear to be operational or function as designed.

Examples of support requests that are NOT included within a Support plan (but not limited to):

- Issues arising where significant training is required to assist the customer. (These will require guiding customer to online education options or their Account Executive to provide them with an Education program that is appropriate.)
- Issues arising from the completeness, accuracy or quality of data. (These can be resolved with a consulting services engagement)
- Changes to the Socrata environment that would normally relate to implementation activities, such as modifications to customizations, integrations, etc.. (These can be resolved with a Consulting Services engagement)
- Bug defects caused by internet browsers outside of Socrata's supported browsers (<https://support.socrata.com/hc/en-us/articles/202951618-Socrata-Browser-Support>).
- For support requests not included within a support plan, Socrata may respond to such requests on a time and materials basis.

Additional components of your Support Plan:

- **New Releases:** Features new capabilities and improvements in scalability and performance
- **Maintenance Releases:** Incremental changes that address any issues with the software that have been reported by the customer or through Socrata's own investigations.

Support Maintenance Schedule

Please see [Socrata's Maintenance Window Policy article \(https://support.socrata.com/hc/en-us/articles/202951578-What-is-Socrata-s-maintenance-window-policy-\)](https://support.socrata.com/hc/en-us/articles/202951578-What-is-Socrata-s-maintenance-window-policy-) for more detail.

We at Socrata strive to maintain the highest levels of availability for its customer's sites. However, some maintenance may require us to bring our platform down for short periods of time in order to perform upgrades or network changes. This is a standard policy in the SaaS world, and give us the chance to fix bugs, improve security, and add the capability for exciting new features while minimizing the disruption to our customer base.

We schedule maintenance windows once per month where we reserve the option to bring the Socrata platform down for maintenance. The status of Socrata's platform and services can be viewed at status.socrata.com.

The maintenance window schedule is subject to change. Socrata will provide a window maintenance schedule notice upon login for any scheduled maintenance outside of these normally scheduled times.

On-site maintenance notification reminders will be posted publicly on each Socrata-powered datasite at least 48 hours before the beginning of the maintenance window. An alternative status page will be displayed during scheduled maintenance windows.