



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Socrata, Inc., a wholly owned subsidiary of Tyler Technologies, Inc. and Client identified in the order for SaaS Services.

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. 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”** is identified in the order for SaaS Services.
- **“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 date by which both your and our authorized representatives have signed the order for SaaS Services.
- **“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 included in the order for SaaS Services.

- **“Monthly Active Users”** means a user that is logged in and accesses the SaaS Services more than ten times per month. 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 order for SaaS Services. SaaS Fees may be listed or referred to as Recurring Fees.
- **“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 B.
- **“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 C.
- **“Third Party Services”** means if any, third party web-based services, 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(8).
2. SaaS Fees. Client agrees to pay Socrata the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy, attached as Exhibit A. 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, 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, or otherwise use by Public Users. Socrata may use aggregate anonymized data within the SaaS Services for purposes of enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.

3.3 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, developing key performance indicators and benchmarks.

3.4 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.

3.5 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.

3.6 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.7 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.

3.8 If Client provides feedback, information, and/or 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. Public Users. The SaaS Services provide you with functionality to publish all or part of Client Data to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is 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 publicly publishes Client Data 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 setting applied to Client Data and revert it to a private setting. Client is solely responsible for which Client Data you choose to make public, and what terms apply to any Client Data which is made public.
8. Your Responsibilities. Client (i) must keep its passwords secure and confidential; (ii) is solely responsible all activity occurring under its account; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Socrata promptly of any such unauthorized access; (iv) may use the SaaS Services only in accordance with the Documentation; and (v) 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.
9. Socrata Support. Socrata will provide Client support for the SaaS Service at the Silver Support Level or at the support level indicated in the order for SaaS Services 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.
10. 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 specially agreed in writing between Socrata and Client.
11. API. 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 API.
 - a. Client may not use the API in a manner--as reasonably determined by Socrata--that exceeds the evaluation purposes defined in the order for SaaS Services constitutes excessive or abusive usage, or fails to comply with any part of the API. If any of these occur, Socrata can suspend or terminate Client's access to the API on a temporary or permanent basis.
 - b. Socrata may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Socrata will use commercially reasonable efforts to support the previous

version of the API for at least 6 months from deprecation notice. Socrata may add new endpoints or fields in API results without prior notice to Client.

- c. The API 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 API, and it 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.

12. Data Security Measures. In order to protect your Confidential Information, we will: 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; (ii) 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; (iii) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (iv) 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).

13. 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 order for SaaS Services.
2. Other Services Fees. If applicable, Client agrees to pay Socrata the other services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. Client acknowledges that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Order for SaaS Services will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. If applicable, the Statement of Work and Investment Summary, found in the Attachments to this Agreement, contain 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.
4. Cancellation. If travel is required, Socrata will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if Client cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by us), Client will be liable for all (a) non-refundable expenses incurred by Socrata on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to 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.
7. 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).
8. Service Level Agreement & Warranty.
 - 8.1 Service Warranty. Socrata warrants to Client that the functionality 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' 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>.
 - 8.2 Uptime Service Level. We will use commercially reasonable efforts 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 for 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.

8.3 Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(8.2) 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, 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 Order for SaaS Services per our Invoicing and Payment Policy, subject to Section E(2).

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.

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

1. Term. The initial term of this Agreement is provided in the order for SaaS Services, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. 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).
 - 2.1 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.
 - 2.2 For Cause. If Client believes Socrata has materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). 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(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 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.
 - 2.5 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 the following early termination fees:

- a. if Client terminates during the first year of the initial term, 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;
- b. if Client terminates during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
- c. if Client terminates after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

2.6 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.

3. 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.

4. 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.

5. 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 will indemnify and hold harmless Client and your agents, officials, and employees from and against any and all third party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our gross negligence or willful misconduct; or (b) our violation of Payment Card Industry Data Security Standard (PCI-DSS) requirements or a law applicable to our performance under this Agreement. 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.

2.2 To the extent permitted by applicable law, Client will indemnify and hold harmless Socrata and our agents, officials, and employees from and against any and all third party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

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. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

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. Client agrees 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. 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 order for SaaS Services 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; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
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 represents 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.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the United States or the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. 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.
22. 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.
23. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|------------------------------|
| Exhibit A | Invoicing and Payment Policy |
| Exhibit B | Socrata Support Policy |
| Exhibit C | Statement of Work |
24. 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) Order for SaaS Services
 - 3) Exhibit A: Invoicing and Payment Policy
 - 4) Exhibit B: Socrata Support Policy
 - 5) Exhibit C: Statement of Work

Address for Notices:

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

Address for Notices:

INSERT CLIENT NAME
 INSERT
 INSERT
 Attn:

Copy to:

Socrata, Inc.
 255 South King Street, Suite 1100
 Seattle WA 98104
 Attention: Kevin Merritt



Exhibit A
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 are set forth in the Investment Summary. Unless otherwise set forth 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.

2. **Other Items and Services.**
 - 2.1 *Implementation and Other Services:* 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.

3. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

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



EXHIBIT B
Socrata Support Policy

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 PDT, 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 Standard 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
- Martin Luther King Jr. Day
- President'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

Telephone
Email
Twitter

Details

1-888-997-6762 (toll-free)
support@socrata.com
@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	CSS will analyze and confirm they can replicate the issue. This phase may require Customer to provide additional information and/or test scenarios. The CSS determine if the issue is a bug and relate 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. 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.
Normal	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.
Low	Web	

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
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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 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 be 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](#).
- 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](#) 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 and can be viewed as 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.



Exhibit C
Statement of Work

Statement of Work, if applicable, to be inserted prior to Agreement execution.