
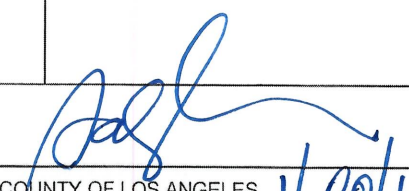
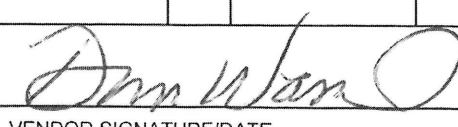


TERM CONTRACT AWARD				CONTRACT NO: MA-IS-1540123-1		VERSION DATE
INTERNAL SERVICES DEPARTMENT				PROCUREMENT FOLDER: 828060		
<div style="border: 1px solid black; padding: 5px;"> SOCRATA 83 S. KING ST SUITE 107 SEATTLE WA 98104 </div>				BUYER: Sally Luu PHONE: 323-267-2304 EMAIL: sluu@isd.lacounty.gov		
				VENDOR NO: 167589 CONTACT: ANDREW CROW PHONE: 206-832-0298		
				FISCAL YEAR: EFFECTIVE DATE: 01/12/15 EXPIRATION 01/11/18		
SOFTWARE AS A SERVICE - OPEN DATA PORTAL						
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE	
1	COMMODITY CODE: 209-28-00-000750 SOFTWARE AS A SERVICE SOCRATA OPEN DATA PLATFORM - ENTERPRISE USAGE LIMITS: <ul style="list-style-type: none"> - 1500 DATASETS - 10 MICROSITES - UNLIMITED INTERNAL USER ACCOUNTS - UNLIMITED EXTERNAL USER ACCESS - UNLIMITED VIEWS AND VISUALIZATIONS - UNLIMITED PREMIUM APIS - DATASPACE - MONDARA: NATIVE SUPPORT FOR GEOSPATIAL DATA - API FOUNDRY - FEDERATION SERVICES - DATA DISCOVERY AND VISUALIZATION TOOLKIT - SOCRATA DATA PLAYER (EMBEDS) - DATA PUBLISHING SERVICES - ARCGIS INTEGRATION - SITEWIDE USAGE ANALYTICS 	36.000	MO	ITEM	\$ 14927.240000	
 COUNTY OF LOS ANGELES 1/20/15		 VENDOR SIGNATURE/DATE				

PRICE SHEET		TERM CONTRACT AWARD			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
2	COMMODITY CODE: 209-28-00-000750 SOFTWARE - MODULE - ADDITIONAL SOCRATA OPEN BUDGET APP - UNLIMITED	36.000	MO	ITEM	\$ 4499.220000
3	COMMODITY CODE: 209-28-00-000750 PROFESSIONAL SERVICES SOCRATA OPEN DATA IMPLEMENTATION SERVICES: - BASE ON OPEN DATA PREMIUM LAUNCH PACKAGE - PROJECT MANAGER, DATA ANALYST, DESIGN SERVICES - TRAINING - UP TO 200 HOURS TOTAL	1.000	LOT	ITEM	\$ 31499.600000
4	COMMODITY CODE: 209-28-00-000750 PROFESSIONAL SERVICES SOCRATA BLENDED SERVICES	0.000	HOUR	ITEM	\$ 179.380000
5	COMMODITY CODE: 209-28-00-000750 SOFTWARE - MODULE - ADDITIONAL SOCRATA OPEN EXPENDITURES APP - UNLIMITED	36.000	MO	ITEM	\$ 4499.220000

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1540123-1	
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<p>THIS IS A 36 MONTH SUBSCRIPTION AGREEMENT.</p> <p>PAYMENT TERMS: NET 30; NO CASH DISCOUNT UNLESS OTHERWISE OFFERED BY VENDOR.</p> <p>MONTHLY BILLING IN ARREARS.</p> <p>THE FOLLOWING SENTENCE SHALL BE ADDED TO PAGE 6 OF ASSIGNMENT BY CONTRACTOR SUBPARAGRAPH B: "SUCH CONSENT NOT TO BE UNREASONABLE WITHHELD."</p> <p>TERMS AND CONDITIONS IN ACCORDANCE WITH RFB_JS_15200282 AND THE ATTACHED CONTRACTOR'S SUPPLEMENTAL TERMS.</p>		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1540123-1	
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<p>The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.</p> <p>PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.</p> <p>ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.</p> <p>Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.</p> <p>County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.</p> <p style="text-align: center;">CONTRACTOR RESPONSIBILITY AND DEBARMENT</p> <p>1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.</p> <p>2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.</p> <p>3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.</p> <p>4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.</p>		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1540123-1
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<p>5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.</p> <p>6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.</p> <p>7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.</p> <p style="text-align: center;">PROHIBITION AGAINST USE OF CHILD LABOR</p> <p>VENDOR shall:</p> <ol style="list-style-type: none"> 1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment. 2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and 3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions. <p>Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.</p> <p>Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.</p> <p>A. Jury Service Program.</p> <p>This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.</p> <p>B. Written Employee Jury Service policy.</p> <ol style="list-style-type: none"> 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service. 	

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1540123-1
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<p>2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.</p> <p>3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.</p> <p>4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.</p>	
PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS	
<p>Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.</p>	
ASSIGNMENT BY CONTRACTOR	
<p>A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.</p> <p>B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.</p> <p>C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.</p>	

CONTRACTOR SUPPLEMENTAL TERMS
CONTRACT NO: MA-IS-1540123-1

1. DEFINITIONS

- 1.1 "Confidential Information" means any information that a receiving party knows or has reason to know is confidential or proprietary information of the disclosing party. However, Confidential Information does not include any information that: (a) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Contract; (b) is independently developed by the receiving party; (c) is acquired by the receiving party from another source without restriction as to use of disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving party.
- 1.2 "County" means the County of Los Angeles including all employees, agents, representatives or contractors who use the Site on behalf of the County.
- 1.3 "County Content" means any datasets, discussion forums, and other interactive areas, features or services which County creates, posts or stores or uploads to the Site, including, without limitation, any content, messages, materials, data, datasets, data structures, spreadsheets, metadata, entries, information, text, music, sound, photos, video, graphics, code or other items or materials that County has not designated as private.
- 1.4 "Private County Content" means County Content that County designates as private through the Contractor User Interface ("Contractor UI"). Private County Content will be treated as Confidential Information.
- 1.5 "Site" means the County web properties using the Contractor software applications under this Contract.
- 1.6 "Site Applications" means the online Contractor software applications made available by Contractor, if any, for use by County with the Site.
- 1.7 "Contractor TOS" mean the terms of service for end users located at <http://www.socrata.com/terms-of-service/> (as may be updated by Contractor from time to time).
- 1.8 "User" means any end user that accesses the Site. Users may include County employees, agents, representatives and/or

contractors when they are using the Site for any purpose other than administering the Site on behalf of County.

- 1.9 "User Content" means any discussions, comments and other data posted or submitted by a User in any discussion forums or other interactive areas through use of the County Content on a Site.
- 1.10 "Visualizations" mean visualizations, saved views and other data reports created by Users using the Site.

2 LIMITED LICENSE; CHANGES

- 2.1 License to County. County is hereby granted a limited, non-exclusive, non-sub-licensable, non-transferable license to access and use the Site and Site Applications, including the right to load, store and display County Content on the Site. The license is subject to the terms of this Contract and does not include the right to:
 - 2.1.1 operate or use the Site or the Site Applications on behalf of other entities or persons (e.g., operate as a service bureau) other than as may be approved by Contractor;
 - 2.1.2 modify or otherwise make any derivative uses of the Site or the Site Applications, or any portion thereof; or
 - 2.1.3 use of the Site or the Site Applications other than for their intended purposes. County will use the Site and Site Applications in conformance with applicable laws, rules and regulations including, without limitation, all applicable privacy laws. Any use of the Site or the Site Applications other than as specifically authorized herein, without the prior written permission of Contractor, is strictly prohibited and may result in Contractor terminating the license.
- 2.2 Changes to Site and Site Applications. Contractor regularly upgrades and updates the Site and Site Applications. This means that the Site and Site Applications are continually evolving. Some of these changes will occur automatically, while others may require County to schedule and implement the changes. The changes may also mean that County needs to upgrade its equipment in order to make efficient use of the Site. Contractor will provide County with advance notification in this case. The County, in its discretion may determine whether or not to upgrade its equipment. If the County does not upgrade its equipment, and the Site and the Site

Applications cannot be used by the County due to such lack of an upgrade, the parties will mutually agree to terminate the Contract and Contractor will provide the County with a refund of any prepaid fees.

3. COUNTY CONTENT

- 3.1 County Content. County is solely responsible for all County Content and the use of the interactive areas of the Site by County. County agrees not to post, upload to, transmit, distribute, store, create, or otherwise publish through the Site (including in its datasets) any of the following:
 - 3.1.1 County Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
 - 3.1.2 County Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;
 - 3.1.3 County Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any County Content, County represents and warrants that County has the lawful right to distribute and reproduce such County Content;
 - 3.1.4 County Content that impersonates any person or entity or otherwise misrepresents County's affiliation with a person or entity;
 - 3.1.5 County Content that is subject to any export control laws or regulations that prevent it from being displayed to Users located outside the United States;
 - 3.1.6 Unsolicited promotions, political campaigning, advertising or solicitations;

3.1.7 Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers; or

3.1.8 Viruses, corrupted data or other harmful, disruptive or destructive files that are knowingly or negligently introduced into the Site by the County.

3.2 No Liability for Content. Contractor takes no responsibility and assumes no liability for any County Content or Use Content posted, stored or uploaded on the Site by County or any third party, or for any loss or damage thereto, nor is Contractor liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity that County and its end users may encounter. County's reliance on any content that it obtains through use of the Site and the Site Applications is at County's own risk.

3.3 Removal of Content; Violations. Although Contractor has no obligation to screen, edit or monitor any of the County Content or other non-Contractor provided content posted on the Site, CONTRACTOR RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CONTENT POSTED OR STORED ON THE SITE OR UPLOADED TO THE SITE IN VIOLATION OF THIS CONTRACT OR TO REQUIRE COUNTY TO DO THE SAME, AND COUNTY IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY COUNTY CONTENT POSTED OR STORED ON THE SITE AT COUNTY'S SOLE COST AND EXPENSE. CONTRACTOR SHALL BE LIABLE FOR ANY THIRD PARTY CLAIMS FILED AGAINST COUNTY ARISING OUT OF CONTRACTOR'S REMOVAL OF USER CONTENT PURSUANT TO THIS SECTION, EXCEPT WHERE SUCH REMOVAL IS AT THE DIRECTION OF THE COUNTY OR A LAW ENFORCEMENT AGENCY OR OTHER GOVERNMENTAL BODY.

4. OWNERSHIP AND LICENSE

4.1 County Content. County owns all County Content and County Marks (defined below), including any intellectual property rights therein. The County may remove the County Content from the Site at any time. Upon removal, County Content will not be available for further download or use. County acknowledges that Users who have previously downloaded or otherwise used any County Content prior to the date the County Content was made unavailable will be able to use the previously obtained County Content after such

termination. Such continued use will not be a breach of this license by Contractor.

- 4.2 Contractor Ownership. Contractor solely owns the intellectual property in the Site, the Site Applications, and Visualizations (subject to County's ownership of any underlying County Content used to create the same). Unless explicitly stated herein, nothing in this Contract will be construed as conferring any license to County of any other intellectual property rights of Contractor or its third party licensors or suppliers, whether by estoppels, implication or otherwise.
- 4.3 User Content. User Content is owned by the Users and licensed to Contractor pursuant to the Contractor TOS.
- 4.4 Licenses from County.
 - 4.4.1 During the term of this Contract, County grants Contractor and its affiliates a non-exclusive, royalty-free and fully sub-licenseable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display County Content (excluding Private County Content) on or in connection with the Site or Site Applications or to provide services to Users.
 - 4.4.2 During the term of this Contract, County grants Contractor and its affiliates a nonexclusive, royalty-free and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display Private County Content solely in connection with Contractor's provision of the Site to the County.
 - 4.4.3 County Marks. County grants Contractor and its affiliates and sub-licensees the right to display and use County's name, trademark and/or logos provided by County (the "County Marks") in connection with the County Content and the Site. All goodwill associated with Contractor's use of the County Marks will inure to the benefit of County.
- 4.5 User Rights. Individual Users of the Site (including County employees, agents, representatives and/or contractors who are accessing the Site through the standard UI and not as an administrator for County) are subject to the Contractor TOS. For the avoidance of doubt, Users do not obtain any ownership rights in content through their use of the Site.

5. IN NO EVENT WILL CONTRACTOR, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF CONTRACTOR, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY EXCEED ANY FEES CUSTOMER PAID TO CONTRACTOR IN THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE. NOTWITHSTANDING, THE LIMITATION OF LIABILITY PERTAINING TO CLAIMS AND LIABILITIES ARISING OUT OF PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, CAUSED BY THE NEGLIGENT ACTS, OMISSIONS OR WILLFUL MISCONDUCT OF CONTRACTOR OR FOR CLAIMS OR LIABILITIES ARISING OUT OF THE ACTS OR OMISSIONS OF CONTRACTOR THAT WOULD BE COVERED BY CONTRACTOR'S CYBER LIABILITY OR TECHNOLOGY ERRORS AND OMISSIONS POLICIES SHALL BE THE GREATER OF THE FEES CUSTOMER PAID CONTRACTOR IN THE 12 MONTHS PRIOR TO THE DATE IN WHICH THE CLAIM AROSE OR THE AMOUNT OF INSURANCE COVERAGE CONTRACTOR HAS SECURED IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT.