

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") entered into on ~~April~~ May 8, 2014 ("Execution Date"), by and between Socrata, Inc., a Delaware corporation ("Vendor"), and City of Santa Monica, a California municipal corporation ("City") is made with reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. City seeks to obtain use of an open data platform provided by Vendor for use by the City through its Information Systems Department in accordance the Statement of Work, which is attached hereto as Exhibit A and incorporated herein by reference.
- C. Vendor is a Delaware corporation that markets and supports certain software applications licensed hereunder. Vendor has submitted its Proposal to the City, which is attached hereto as Exhibit B and incorporated herein by reference.
- D. City and Vendor desire to enter into this Agreement upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

TERMS AND CONDITIONS

- 1. **Definition.** The following definitions shall apply to the terms as they appear in this Agreement:
 - 1.1 "Vendor" means and refers to Socrata, Inc.
 - 1.2 "Licensed Company" or "City" means and refers to the City of Santa Monica.
 - 1.3 "City Content" means any datasets, discussion forums, and other interactive areas, features or services which City creates, posts or stores or uploads to the Site, including, without limitation, any content, messages, materials, data, datasets, data structures, spreadsheets, entries, information, text, music, sound, photos, video, graphics, code or other items or materials that City has not designated as private.
 - 1.4 "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 Agreement; (b) is independently developed by the receiving party; (c) is acquired by the receiving party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving party.

- 1.5 "Private City Content" means City Content that City designates as private through the Site Applications User Interface ("UI"). Private City Content will be treated as Confidential Information.
- 1.6 "Site" means the City web properties using the Vendor software applications and services under this Agreement.
- 1.7 "Site Applications" means the Vendor software, software products, solutions, applications and services set forth in Vendor's Proposal and incorporated into the Statement of Work attached as Exhibit A for use by City with the Site

2. License Grant

- 2.1 **License from Vendor to City.** The Vendor grants to City a limited, nonexclusive, non-sublicensable, non-transferable license to access and use the Site and Site Applications, including the right to load, store and display City Content on the Site Applications. The license is subject to these terms and does not include the right to (i) operate or use the Site Applications on behalf of other third party entities or persons (e.g. operate as a service bureau) other than as may be approved by Vendor; (ii) modify or otherwise make any derivative uses of the Site Applications other than for their intended purposes. The City shall use the Site Applications in conformance with applicable laws, rules and regulations, including, without limitation all applicable privacy laws. Any use of the Site Applications other than as specifically authorized, without the prior written permission of the Vendor, is strictly prohibited and may result in the Vendor terminating this license.
- 2.2 **License from City to Vendor.** For the term of this Agreement and solely for the provision of services provided pursuant to this Agreement, the City grants to Vendor a nonexclusive, royalty-free, sublicensable license to access and use the City Content for the Site Applications in accordance with the terms set forth in this Agreement; however, nothing in this provision shall be deemed to authorize any sublicense of any Private City Content or Confidential Information.

3. License Use.

- 3.1 In accordance with the grant of license set forth in Section 2.1, the City agrees to use the Site and Site Applications in conformance with applicable laws, rules and regulations, including, without limitation, all applicable privacy laws, and will not use the Site in any manner that infringes upon any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party.

- 3.2 By posting any City content, the City represents and warrants to Socrata: (i) that it has the lawful right to distribute and reproduce such City Content; (ii) that none of the City content contain private information of any third party including without limitation Social Security numbers and credit card numbers; and (iii) that none of the City content contains viruses or other harmful or destructive files.

Subject to and without waiver of the indemnification provisions and for any breach of this Agreement by the Vendor, it is agreed by the parties that the City will be the party posting City Content onto the Site Applications and the Vendor takes no responsibility and assumes no liability for any City Content or user content posted, stored or uploaded to the Site Applications by the City or any third party end user of the Site Applications. The city may elect to disable the third party user comment feature upon request. Vendor reserves the right to remove any content posted or stored on the Site Applications or uploaded to the Site Applications that is in violation of this Agreement.

- 3.3 Changes to Site and Site Applications. Vendor 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 City to schedule and implement the changes. The changes may also mean that City needs to upgrade its equipment in order to make efficient use of the Site, and Vendor will provide City with advance notification in such case. The City, in its discretion, may determine whether or not to upgrade its equipment. If the City does not upgrade its equipment, and the Site and the Site Applications cannot be used by the City due to such lack of an upgrade, the parties will mutually agree to terminate the Agreement and Vendor will provide the City with a refund of the prorated portion of prepaid fees.

4. Professional Services.

- 4.1 Vendor shall provide all of the services as outlined in its Proposal and incorporated into the Statement of Work. Such services include project consulting and implementation, remote training, and data analysis.
- 4.2 The City reserves the reasonable right to approve or disapprove any individuals proposed by Vendor to be included as part of Vendor's staff assigned to this Agreement. In the event of any additional staffing or personnel changes by Vendor, Vendor agrees to absorb all expenses and costs associated with such change and shall not charge the City with such expenses or costs under this Agreement.
- 4.3 Either party may request at any time the removal of any individual performing Services if that party: (i) reasonably believes that individual is not qualified to perform the services or does not meet appropriate professional standards; and

(ii) previously provided the other party with written notice of the problem and a reasonable opportunity to remedy the situation.

5. Confidentiality.

5.1. Confidential Information. Each party reserves any and all right, title and interest that it may have in or to any Confidential Information that it may disclose to the other party under this Agreement. The receiving party will protect Confidential Information of the disclosing party against any unauthorized use or disclosure to the same extent that the receiving party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information. The receiving party will use any Confidential Information of the disclosing party solely for the purposes for which it is provided by the disclosing party. This paragraph will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the receiving party's performance of its obligations or exercise of its rights under this Agreement or any other agreement between the parties; (b) any use or disclosure required by applicable law (e.g., pursuant to a government order, applicable securities laws or legal process), provided that the receiving party uses reasonable efforts to give the disclosing party reasonable advance notice thereof (e.g., so as to afford the disclosing party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure); or (c) any use or disclosure made with the consent of the disclosing party.

5.2. Private City Content. In addition to the protections set forth in Section 5.1 for Confidential Information, Vendor agrees as follows: (i) no Private City Content shall be disclosed to any persons other than employees, agents, officers of Vendor who have a need to know; and (ii) Private City Content shall not be disclosed, disseminated or revealed to any other third party, absent prior written approval by the City Attorney for the City of Santa Monica. Vendor shall ensure that its employees, agents and officers who are involved with Private City Content will be advised of the terms of this confidentiality clause and will be instructed that they are bound by this confidentiality clause. City users are responsible for marking City Content as Private City Content using the Site Applications.

5.3. The provisions of Sections 5.1 shall survive the termination of this Agreement.

6. License Fees. City shall pay to Vendor a license fee in the amount of \$34,999.32 each year with a total amount not to exceed \$104,997.97. The license fee will be payable as follows: (i) the first payment will be made upon the Execution Date; and the (ii) second and third payments will be made on the subsequent anniversary date of the Execution Date.

7. **Copyright and Other Restrictions.** Except for the rights expressly granted to the City, Vendor retains all of its intellectual property rights in the Site Applications and the underlying software, and no rights, title or interest to the underlying software are transferred to the City.
8. **Response Time.** Vendor will provide support to City in accordance with Vendor's general support services described at <http://support.socrata.com/home>. Vendor agrees to provide 99.9% uptime, measured quarterly.

Routine maintenance shall be conducted by Vendor during regularly scheduled maintenance windows:

- ♦ On the third Saturday of January, February, April, May, July, August, October, and November, Socrata-powered data sites may be unavailable from 8:00 PM to 9:00 PM Eastern time
 - ♦ On the third Saturday of March, June, September and December Socrata-powered data sites may be unavailable from 8:00 PM to Midnight Eastern time
9. **Maintenance Notification.** On-site maintenance notification reminders will be posted publicly on each Socrata-powered data site at least 48 hours before the beginning of the maintenance window. An alternative status page will be displayed during scheduled maintenance windows.
 10. **Insurance.** Prior to commencing work, Vendor must procure, maintain and pay for insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services by Vendor or Vendor's agents, representatives, employees or subconsultants for the duration of this Agreement. ABC must obtain insurance that, at a minimum, meets the requirements for insurance set forth in Exhibit C, Insurance Requirements and Verifications.

11. Indemnification.

- 11.1 Vendor shall indemnify, defend and hold harmless City from and against any and all claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the following: (i) Vendor's performance of or failure to perform its obligations under this Agreement; (ii) arising from the willful misconduct or the negligent acts, errors or omissions of Vendor, its officers, agents, and employees in the performance of its services under this Agreement; and (iii) any patent, copyright and other infringement claim by any third party in connection with the Site or Site Applications.
- 11.2 Vendor further agrees that if City is prevented from using the Site or Site Applications due to an actual or claimed infringement of any patent, copyright or other intellectual property right, then at Vendor's option, Vendor shall promptly either:

- ◆ procure for City, at Vendor's expense, the right to continue to use the Site or Site Applications;
- ◆ replace or modify the Site or Site Applications, at Vendor's expense, so that the Site Applications become non-infringing; or
- ◆ terminate the Agreement and return City's pre-paid and unused License Fees for the Site and Site Applications in the event that neither (i) or (ii) are reasonably feasible.

11.3 The provisions of Sections 11.1 shall survive the termination of this Agreement.

12. Notices. All notices, demands, requests or approvals to be given under this Agreement, must be in writing and will be deemed served when delivered personally, by email, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

12.1 All notices, demands, requests or approvals to the City:

Information Systems Department of the City of Santa Monica
 Web Development Division
 1685 Main Street
 Santa Monica, California 90401
 Attention: Jory Wolf
 Re: Contract No.

with a copy to:

Santa Monica City Attorney's Office
 1685 Main Street, Third Floor
 Santa Monica, California 90401
 Attention: City Attorney
 Re: Contract No. 4006

12.2 All notices, demands, requests or approvals to Vendor

Socrata, Inc.
 83 South King Street, No. 107
 Seattle, Washington 98104
 Attention: Dan Wassel
 contracts@socrata.com
 Re: Contract No. 4006

13. Costs of Litigation. If any legal action or proceeding is necessary to enforce any provision of this Agreement or for breach of this Agreement, the prevailing party shall be entitled to receive from the opposing party all costs and expenses and such amount as may be adjudged to be reasonable attorney's fees. The prevailing party's attorneys' fees shall be paid whether or not the action is prosecuted to judgment. The prevailing

party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by the prevailing party as well as any attorneys' fees paid to outside attorneys in connection with the action.

14. Assignment. Vendor shall not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City, which may be withheld at the City's sole discretion. Any attempt to do so without the City's consent shall be null and void, and any assignee, sublessee, hypothecatee or transferee shall acquire no right or interest by reason of such attempted assignment, sublease, hypothecation or transfer. Notwithstanding, Vendor may assign this Agreement in the event of an acquisition of the Vendor or sale of all or substantially all of the Vendor's assets.

15. Applicable Law. This Agreement shall be governed by the laws of the State of California.

16. Termination.

16.1 Termination for Convenience. The City may terminate this Agreement for convenience by giving Vendor thirty days written notice thereof. Upon receipt of said notice, Vendor shall immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The City shall only be responsible for Vendor's reasonable and necessary costs incurred through the effective date of termination and those reasonable and necessary costs incurred by Vendor to affect such termination.

16.2 Termination for Cause. If either party materially breaches this Agreement, the other party may give written notice of its desire to terminate and the specific grounds for termination and, if such default is capable of cure and the party in default fails to cure the default within thirty (30) days of the notice, the other party may terminate this Agreement. If such default is incapable of cure, the other party may terminate this Agreement immediately upon written notice of its desire to terminate.

16.3 Remedies. In the event of termination, Vendor will refund to the City any fees paid by the City in advance of its use of the Site or Site Applications. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law and under this Agreement. Upon termination, the License to use the Site Applications shall be immediately revoked.

17. Integrated Agreement. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this Agreement will be effective only by written

execution signed by both City and Vendor and approved as to form by the City Attorney. This Agreement is the product of negotiation and compromise between the parties. Accordingly, notwithstanding California Civil Code Section 1654, in the event of uncertainty, the language shall not be construed against the party causing the uncertainty.

18. **Permits and Licenses.** Vendor, at its sole expense, shall obtain and maintain during the term of this Agreement, all required business and professional permits, licenses and certificates.
19. **Compliance With Law.** Vendor shall comply with all federal, state and local laws, including all ordinances, rules and regulations.
20. **Nondiscrimination.** In rendering services under this Agreement, Vendor shall not discriminate based upon race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability and shall comply with the requirements of all federal, state and local law.
21. **Exhibits.** The following exhibits are incorporated by reference into this Agreement as though fully set forth herein.

Exhibit A	Statement of Work
Exhibit B	Proposal
Exhibit C	Insurance Requirements

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22. **Term of Agreement.** The term of this Agreement shall be for a period of three (3) calendar years commencing on the Execution Date and terminating three (3) years thereafter, unless terminated earlier by the parties pursuant to this Agreement.


In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:



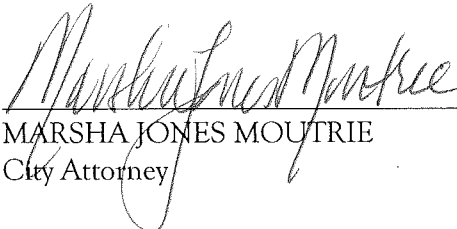
SARAH P. GORMAN
City Clerk

CITY OF SANTA MONICA,
a municipal corporation

By: 

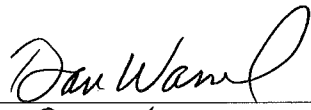
ROD GOULD
City Manager

APPROVED AS TO FORM:



MARSHA JONES MOUTRIE
City Attorney

SOCRATA, INC.

By: 

Name: DAN WASSEL
Title: CFO

Exhibit A

Statement of Work

Vendor to provide City with a platform to store, serve, and provide visualization capabilities for City-provided data. Vendor platform shall provide the ability for City data to be published for public consumption, or be accessed by City staff for review/analysis by supplying appropriate credentials (i.e. username and password.) Vendor's platform is to be accessible to members of the public using reasonably modern web browser technologies. Vendor's platform to provide data access to public via the use of Application Programming Interfaces (API.) Vendor shall provide budget centric visualization tools (i.e. Apps) for budget and expending, respectively; Apps shall utilize the same open data platform provided to City for open data publishing.

Provision a Socrata Open Data Platform product (SKU SOC-ODP-B)

The Open Data Platform is a cloud-hosted platform allowing City to post data in various formats for internal analysis and/or external publishing as part of City's government transparency efforts. City is entitled to:

- One hundred (100) Datasets. Additional datasets may be purchased in blocks of twenty five (25) datasets for \$499.99 per month.
 - Unlimited Views and Visualizations
 - Unlimited internal (i.e. Socrata Publisher Accounts) and external users. City may create as many accounts for internal use as necessary.
 - Unlimited Open Data APIs
 - Native support for geospatial data utilizing KML/KMZ and/or Esri ArcGis 10.x (or higher)
 - 10 Premium APIs
 - 5 Microsites to create unique subsites using the Socrata Open Data Platform.
 - Sitewide Usage Analytics
 - Soapbox Template
1. Provision Socrata Open Budget Explorer add-on. The Open Budget Explorer add-on shall utilize data uploaded into the Open Data Platform to create an interactive user experience for viewing City budget data
 - 1 API connection or file upload from Budget system
 2. Provision Socrata Open Spending Explorer. The Open Spending Explorer add-on shall utilize data uploaded into the Open Data Platform to create an interactive user experience for viewing City spending data.

- 1 API connection or file upload from Spending database
3. Provide fifty (50) hours of contractual services to launch product, including:
 - Network and security setup.
 - Implement City's color pallet into Open Data Platform.
 - Working with City data experts, define datasets and schemas, and assist in loading of initial datasets.
 - Identify data owners.
 - Conduct knowledge transfer/training.
 - Assist City in establishing one (1) API for automated data push into platform.
 - Assist City in establishing one (1) data connection to SDE database for geospatial data.
 - Assist City in establishing one (1) premium API for exposing data to the public.
 - Assist City in deploying Budget Explorer and Spending Explorer applications.
 - Cost of continued go-live support beyond fifty (50) hour allotment to be billed at a flat rate of \$165 per hour.
 4. Provide eighteen (18) months of Socrata Outsourced Administration
 - Ten (10) hours of support per month, effective at agreement execution.
 - At the conclusion of the eighteen month support period, City may purchase Socrata Outsourced Administration on an annual for a flat rate of \$1,000 per month. Each month of Socrata Outsourced Administration entitles City to ten (10) hours of support.

Exhibit B

Description of Vendor Products and Services

Socrata Open Data Portal

Applicable SKUs: Soc-ODP-B, Soc-ODP-Ex, Soc-ODP-Ent

The Socrata Open Data Portal enables government leaders to deliver on their transparency and digital government initiatives with unprecedented speed and costs savings. The Portal offers a complete software-as-a-service platform that unlocks the organization's data from its legacy silos and puts it into people's hands. It simplifies the entire data lifecycle, from capture and collection to distribution and consumption. Key Open Data Portal functionality includes:

- ❖ **Socrata DataSpace:** An elastic cloud-based data storage, indexing and retrieval service that simplifies data management and automatically optimizes access for a wide variety of data sources.
- ❖ **Socrata Data Publishing Services:** Easy-to-use tools for publishing and updating data from spreadsheets, file systems and transactional databases, including real-time automated publishing.
- ❖ **Socrata Data Discovery and Visualization:** Consumer friendly interfaces that make it easy to discover data, explore it online, visualize it with charts and maps, and share it with others.
- ❖ **Socrata Open Data API (SODA):** An open, standards-based API that automatically provides RESTful access and an expressive query language for every dataset.
- ❖ **Socrata Open Data Federation Services:** A game-changing technology that enables two or more organizations to exchange and aggregate their data, with one click.
- ❖ **Socrata Data Player:** A web widget that allows government agencies to embed live data, maps and charts on their agency websites.
- ❖ **Socrata Sitewide Analytics:** Real-time analytics on usage, distribution and traffic patterns for each dataset in the Open Data Portal.
- ❖ **Socrata Mondara:** Extends the open data experience to geospatial data that was previously only accessible to GIS experts. Mondara makes it easy for the other 99% of users to create rich online maps instantly, and use this valuable data to power location-based services.
- ❖ **Socrata API Foundry:** a powerful wizard-based application that simplifies the creation, deployment and management of enterprise-class APIs for mission-critical cloud and mobile applications. It dynamically creates an API catalog featuring documentation, client code libraries, and an interactive test console for each API to help developers discover, explore, and start using your APIs right away. It also includes enterprise-class capabilities for IT administrators to control fine-grained API access and security, management of application tokens, throttling, and API analytics to monitor trends and usage patterns in real-time.
- ❖ **Socrata Microsites:** This enterprise feature allows a parent organization in a large-scale deployment to provide branded microsites to its smaller city and county partners, on a shared open data portal. This shared services model supports the creation of regional data hubs, and allows multiple jurisdictions to pool their data for economies of scale and reach. Citizens benefit from a unified data access experience, while government participants enjoy greater collaboration and deeper insights. Microsite Limitations: Microsites share the capacity limits of the parent's site. Each Microsite has a limit of 50 datasets

Socrata Open Data Apps

Applicable SKUs: Soc-OD-311, Soc-OD-CB, Soc-OD-GIS, Soc-OD-EL, Soc-OD-HM, Soc-OD-DS

As a complementary solution to the Socrata Open Data Portal, Socrata also delivers Socrata Open Data Apps. These apps are ready-to-deploy consumer apps that are purpose built for specific high-value datasets.

- ◆ **Open 311 Explorer:** A ready-to-deploy app that extends 311 service request systems to the web and enables effective self-service for residents. This map-based explorer allows residents to check on their service request, visualize what's happening in their neighborhood, and compare service levels across city departments. This app takes 1 dataset, which is updated directly from the city's 311 system.
- ◆ **Open Checkbook Explorer:** A ready-to-deploy app that provides easy, intuitive ways for any user to explore and visualize their government's expenditures, by department, by type, and by vendor, for any given date range. The intuitive consumer-style user interface allows users to visualize trends, compare expenditures across departments, find total spend by vendor, and drill-down to the checkbook-level data. The same app can be repurposed for budget exploration.
- ◆ **ArcGIS Connect:** Easily Integrates maps from an Esri environment into the Open Data Portal in order to allow GIS professionals to leverage their existing assets and infrastructure, while giving citizens a unified open data experience. For use with ESRI ArcGIS 10.x
- ◆ **Open Elections Explorer:** A web and mobile application for disseminating and visualizing up-to-date election results, and ballot measures. The app also includes an interactive map for locating ballot drop boxes, with pertinent voter information. The app gives citizens an easy way to explore election results using interactive charts while offering the government organization a scalable system that streamlines frequent updates on web and mobile interfaces, as results are tabulated and counted, with no manual intervention.
- ◆ **Health Indicators Explorer:** A comprehensive health indicator data warehouse and interactive dashboard that brings together trend data on up to 200 health system measures from multiple data sources to provide a picture of the status of the health system. It allows analysts, practitioners and members of the public to quickly view data on a given topic from multiple sources; Compare national metrics with regional and state level metrics; See trends over time; Compare data across variables such as income, race, age, and insurance coverage type; View data in both graphical and table format; Explore the data, create custom visualizations, download and access the data programmatically via open APIs.
- ◆ **Custom Data Experiences:** Through the use of Socrata's DataSlate, a data experience content and creation tool, we can create custom experiences to match your desired need. This drag-and-drop design tools allows us to create beautiful web and mobile information products for our clients that bring the citizen experience to the modern consumer era. Custom experiences can be scoped and delivered in a fast and cost effective way.

Socrata API Foundry

Applicable SKUs: Soc-AF-S.

Socrata API Foundry offers data-rich organizations a powerful new way to modernize their data integration infrastructure, participate in the data economy, and support developer ecosystems around their data. API Foundry extends any enterprise system or data source with Application Programming Interfaces (APIs) that can be created and deployed in minutes to internal IT programmers, partner organizations, or external developer communities.

Socrata API Foundry includes powerful features that simplify the creation, deployment, and management of developer-ready APIs, including:

- ❖ A wizard-based application that allows a business analyst to create, customize, and deploy an API in minutes, from virtually any data source.
- ❖ Dynamic creation of an API catalog featuring documentation, client code libraries and an interactive test console for each API, to help developers discover, explore and start using your APIs right away.
- ❖ Enterprise-class capabilities for IT administrators to control fine-grained API access and security, manage application tokens, and allocate API resources in real-time.
- ❖ Internet-scale SLAs to support API deployments for mission-critical web and mobile applications and other enterprise integration interfaces.
- ❖ API analytics to monitor trends and application usage patterns in real-time.

(API Foundry can be sold and deployed as a standalone product or seamlessly integrated into any Socrata product, including the Open Data Portal.)

Socrata Microsites

Applicable SKUs: Soc-OD-MS

This enterprise feature allows a parent organization in a large-scale deployment to provide branded microsites to its smaller city and county partners, on a shared open data portal. This shared services model supports the creation of regional data hubs, and allows multiple jurisdictions to pool their data for economies of scale and reach. Citizens benefit from a unified data access experience, while government participants enjoy greater collaboration and deeper insights.

Microsite Limitations:

- ❖ Microsites share the capacity limits of the parent's site.
- ❖ Each Microsite has a limit of 50 datasets

Socrata Language Packs

Applicable SKUs: Soc-OD-Lan-EN, Soc-OD-Lan-ES, Soc-OD-Lan-FR, Soc-OD-Lan-DE, Soc-OD-Lan-IT, Soc-OD-Lan-PO
Soc-GS-Lan-EN, Soc-GS-Lan-ES, Soc-GS-Lan-FR, Soc-GS-Lan-DE, Soc-GS-Lan-IT, Soc-GS-Lan-PO

A customer may choose to localize the Socrata Open Data Portal, or Socrata Govstat in any Western Language, including English, Spanish, French, Italian, German and Portuguese. The customer will supply translated content in text.

Socrata GovStat

Applicable SKUs: Soc-GS-B, Soc-GS-Ex, Soc-GS-Ent

Socrata's GovStat is a performance measurement and reporting platform, designed specifically for government. GovStat helps public sector leaders bring data, collaboration, and citizen feedback into the decision making process. It simplifies data-driven management, from goal setting, to measuring performance against goals, to communicating progress with internal stakeholders and citizens.

GovStat takes advantage of Socrata's open data technologies to put performance data into employees' hands, so they can collect, visualize and share that data more easily. GovStat also introduces these unique design features:

- ✦ Easy-to-use interfaces to organize performance data from multiple sources into one cloud-based "data warehouse" that all employees can access, without the need for user licenses.
- ✦ A consistent language and common definitions for performance measurement across departments.
- ✦ Dynamic dashboards that continuously review progress against goals and allow employees to understand how their programs are connected.
- ✦ Automatic calculation and reporting of progress against strategic goals.
- ✦ Intuitive drag-and-drop interfaces that give all employees the power to create dynamic reports, and share them with others, instantly.
- ✦ An interactive public dashboard that gives citizens easy access to performance information so they can easily understand what their government is doing and offer feedback

Open Data Launch Packages

Applicable SKUs: Soc-PS-ODP-B, Soc-PS-ODP-S, Soc-PS-ODP-P, Soc-PS-ODP-C

The Socrata Client Services Methodology (CSM) will allow us to quickly and efficiently deploy your Open Data solution. As part of the CSM process the Socrata team will guide you from project kickoff and charter through to Go-live and launch. This service includes a Program Manager to lead the deployment, a Socrata Designer to work with you to design your Open Data Portal, and a Socrata Data Analyst will help you identify, transform, load, and visualize your data. The Socrata data analyst will help you curate your datasets for quality and will pay special attention to visual presentation and end consumer result. Weekly meetings will be run by the Socrata team throughout your deployment and up until your launch date, to assure success and deliver the anticipated results.

Specific deliverables of your open data launch include:

Open Data Launch Package- Basic, includes:

- ✦ Project charter
- ✦ (1) Kickoff call and up to (4) weekly meetings through launch date
- ✦ DNS and SSL setup
- ✦ Site skinning, styling, and CSS
- ✦ Custom header and footer
- ✦ Integration of "suggest a dataset" functionality
- ✦ Real-time integrated help connector for support.socrata.com
- ✦ Administrative training
- ✦ Training on the upload of your first dataset via Socrata University
- ✦ Enrollment in Socrata University 101, and API 101 classes
- ✦ Total professional services hours not to exceed 50 hours in aggregate among Socrata staff.

Open Data Launch Package- Standard, includes:

- ✦ Project charter
- ✦ (1) Kickoff call and up to (6) weekly meetings through launch date
- ✦ DNS and SSL setup
- ✦ Site skinning, styling, and CSS
- ✦ Custom header and footer
- ✦ Integration of "suggest a dataset" functionality

- ✦ Administrative training
 - ✦ Training on the upload of your first dataset via Socrata University
 - ✦ Real-time integrated help connector for support.socrata.com
 - ✦ Enrollment in Socrata University 101, 201 and API 101 classes
 - ✦ Initial data upload of up to 5 datasets
 - ✦ Data curation of up to 10 datasets
 - ✦ Custom Social Data Player styling and configuration
 - ✦ Graphic Design and implementation of your home page stories
 - ✦ Graphic Design and implementation of your home page featured datasets
 - ✦ Total professional services hours not to exceed 75 hours in aggregate among Socrata staff.
- ✦ This package also includes the help from our marketing and public relations team to help you with your public launch. Including a PR kit, support for a kickoff event, and open data collateral to share with internal staff.

Open Data Launch Package- Premium, includes:

- ✦ Project charter
 - ✦ (1) Kickoff call and up to (12) weekly meetings through launch date
 - ✦ DNS and SSL setup
 - ✦ Site skinning, styling, and CSS
 - ✦ Custom header and footer
 - ✦ Integration of "suggest a dataset" functionality
 - ✦ Administrative training
 - ✦ Training on the upload of your first dataset via Socrata University
 - ✦ Up to 3 private, individual training sessions tailored for your open data launch needs
 - ✦ Enrollment in Socrata University 101, 201 and API 101 classes
 - ✦ Initial data upload of up to 15 datasets
 - ✦ Data curation of up to 20 datasets
 - ✦ Custom Social Data Player styling and configuration
 - ✦ Graphic Design and implementation of your home page stories
 - ✦ Graphic Design and implementation of your home page featured datasets
 - ✦ API Foundry training and advanced API setup for up to 3 key datasets
 - ✦ Semi-annual health check and best practices tune-up
 - ✦ Total professional services hours not to exceed 150 hours in aggregate among Socrata staff.
- ✦ This package also includes the help from our marketing and public relations team to help you with your public launch. Including a PR kit, support for a kickoff event, and open data collateral to share with internal staff.

GovStat Launch Packages

Applicable SKUs: Soc-PS-GS-B, Soc-PS-GS-S, Soc-PS-GS-P, Soc-PS-GS-C

The Socrata Connected Performance Methodology (CPM) ensures a rapid and successful deployment of the GovStat Solution in order to support your performance management program with purpose-built technology and expert advisory services. As part of the engagement process, the Socrata team works closely with the your performance management program office, from project kickoff and setting a program charter, through to go-live and launch. The methodology maps to the key success steps in setting up a data-driven management program:

1- Setting and formulating strategic goals; 2- Collecting data and mapping it to key priorities; 3- Dynamically visualizing prevailing metrics and indicators; 4- Measuring progress against goals using internal dashboards; 5- Democratizing report creation and distribution; 6- Communicating progress to and engaging with citizens.

GovStat Launch Package- *Basic*, includes a mix of technical consulting and advisory services over the expected 12-week period:

- (1) Kickoff call and up to (12) weekly meetings through launch date
- GovStat site setup including: DNS and SSL, site configuration and, styling,
- 2 Site Administration training sessions
- 2 Data Publishing and Visualization training sessions
- 2 Goal-setting and Dashboard Creation training sessions
- 2 Report creation and customizations training sessions
- Socrata-led initial data upload and visualization of up to 5 datasets
- Socrata-led initial setup of 1 dashboard with 1 complete goal
- Client-led, Socrata-assisted, end-to-end configuration of 2 more strategic goals, visualized on the organization's dashboard
- Enrollment in Socrata University GovStat 100- and 200-level classes
- Access to technical support and expert assistance throughout the project
- **15 hours of Advisory Services** that can be allocated towards developing a project charter; Developing a data-driven goals framework; Successfully running a Stats Program and Stats Meetings; Reviewing internal communication; Best practices in engaging with citizens
- This package also includes active assistance from our marketing and public relations team to help craft and launch a successful communication strategy, including a PR kit, support for a kickoff event, organizing a webinar, and collateral to share with internal staff
- One onsite engagements of up to 3 days. The rest will be managed and delivered remotely using web and telephone conferencing

Total professional services hours not to exceed 60 hours in aggregate among Socrata staff.

GovStat Launch Package- *Standard*, includes a mix of technical consulting and advisory services over the expected 12-week period:

- (1) Kickoff call and up to (12) weekly meetings through launch date
- GovStat site setup including: DNS and SSL, site configuration and, styling,
- 3 Site Administration training sessions
- 3 Data Publishing and Visualization training sessions
- 3 Goal-setting and Dashboard Creation training sessions
- 3 Report creation and customizations training sessions
- Socrata-led initial data upload and visualization of up to 10 datasets
- Socrata-led initial setup of 1 dashboard with 2 complete goals in 2 categories
- Client-led, Socrata-assisted, end-to-end configuration of 4 more strategic goals, visualized on the organization's dashboard
- Enrollment in Socrata University GovStat 100- and 200-level classes
- Access to technical support and expert assistance throughout the project
- **25 hours of Advisory Services** that can be allocated towards Developing a project charter; Developing a data-driven goals framework; Successfully running a Stats Program and Stats Meetings; Reviewing internal communication; Best practices in engaging with citizens
- This package also includes active assistance from our marketing and public relations team to help craft and launch a successful communication strategy, including a PR kit, support for a kickoff event, organizing a webinar, and collateral to share with internal staff
- One onsite engagement of up to 4 days. The rest will be managed and delivered remotely using web and telephone conferencing

Total professional services hours not to exceed 90 hours in aggregate among Socrata staff.

GovStat Launch Package- *Premium*, includes a mix of technical consulting and advisory services over the expected 16-week period:

- (1) Kickoff call and up to (16) weekly meetings through launch date
- GovStat site setup including: DNS and SSL, site configuration and, styling,
- 3 Site Administration training sessions
- 3 Data Publishing and Visualization training sessions
- 3 Goal-setting and Dashboard Creation training sessions
- 3 Report creation and customizations training sessions
- Socrata-led initial data upload and visualization of up to 15 datasets
- Socrata-led initial setup of 2 dashboards with up to 2 complete goals each
- Client-led, Socrata-assisted, end-to-end configuration of a complete dashboard with up to 10 visualized goals
- Enrollment in Socrata University 101 and 201 classes
- Access to technical support and expert assistance throughout the project
- **40 hours of Advisory Services** that can be allocated towards Developing a project charter; Developing a data-driven goals framework; Successfully running a Stats Program and Stats Meetings; Reviewing internal communication; Best practices in engaging with citizens
- This package also includes active assistance from our marketing and public relations team to help craft and launch a successful communication strategy, including a PR kit, support for a kickoff event, organizing a webinar, and collateral to share with internal staff
- Two onsite engagements of up to 4 days each. The rest will be managed and delivered remotely using web and telephone conferencing.
- This package also includes 2 semi-annual health checks and best practices tune-ups

Total professional services hours not to exceed 150 hours in aggregate among Socrata staff.

Socrata Basic Customer Support Packages

Applicable SKUs: Soc-SU-ODP-B, Soc-SU-GS-B, Soc-SU-DC-B

The Socrata Basic Customer Support Package includes the following elements. This package does not include support for customizations performed by Customer.

Elements include:

- Access to the Socrata knowledge base via the support portal at support.socrata.com
- Access to the Socrata Community portal
- 8:00am to 5:00pm PT Email and Phone support
- Four-hour response window during business hours

Socrata Premier Customer Support Packages

Applicable SKUs: Soc-SU-ODP-P, Soc-SU-GS-P, Soc-SU-DC-P

The Socrata Premier Customer Support Package includes the following elements. This package does not include support for customizations performed by Customer. Elements include:

- ❖ Access to the Socrata knowledge base via the support portal at support.socrata.com
- ❖ Access to the Socrata Community portal
- ❖ Two (2) Tune-Ups per Year
- ❖ Access to the Socrata knowledge base via the support portal at support.socrata.com
- ❖ Access to the Socrata Community portal
- ❖ 24x7x365 Access to priority Phone and Email support

(a) Outsourced Solution Administration (OSA) – Monthly

Applicable SKUs: Soc-PS-OSA

Outsourced Solution Administration (OSA) is designed for Customers that would like to use a Socrata resource to outsource the management, monitoring, and administration of their Socrata deployment. A named Socrata Client Services resource will be assigned to help administer the Customer's application with specifics to be determined based on the Customer's business needs. Typical services include data curation, data consultation, data cleansing, site design and branding, graphic design, and administrative training. A single unit of this package includes up to 10 hours of OSA services per month for a set term. Up to 10 blocks can be purchased. All monthly hours expire at the end of given month. Customer is responsible for Socrata's travel and expenses in the event of an onsite visit, however this service is generally provided in a remote fashion.

Usage Limitations

Storage:	Unlimited
Bandwidth	5 TB
API Calls per Month	100M
Geocoding Requests per month	500,000

Exhibit C

Insurance Requirements

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

Minimum Scope/Limits of Insurance

Coverage shall be at least as broad as:

1. **Workers' Compensation:** Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
2. **Professional Liability:** Insurance appropriate to the Consultant's profession with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.

If the Consultant maintains higher limits than the minimums shown above, the City of Santa Monica requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Monica.

Other Insurance Provisions

1. The policies are to contain, or be endorsed to contain, the following provisions:
 - a. **Primary Coverage:** For any claims related to this contract, the Consultant's insurance shall be primary as respects the City of Santa Monica, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
 - b. **Notice of Cancellation:** Each insurance policy required herein shall state that coverage shall not be cancelled except after notice has been given to the City of Santa Monica.
 - c. **Waiver of Subrogation:** Consultant hereby grants to the City of Santa Monica a waiver of any right of subrogation which any insurer of said Consultant may acquire against the City of Santa Monica by virtue of payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this

waiver of subrogation, but this provision applies regardless of whether or not the City of Santa Monica has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Monica. The City of Santa Monica may require the Consultant to purchase coverage with a lower deductible or retention or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City of Santa Monica.

Claims Made Policies

1. If the Professional Liability policy provides "claims made" coverage:
 - a. The Retroactive Date must be shown, and must be before the date of this Agreement or the start of work.
 - b. The insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of work.
 - c. If the policy is cancelled or not renewed, and not replaced with another "claims made" policy form with a Retroactive Date prior to the effective Agreement date, the Consultant must purchase "extended reporting" coverage for a minimum of 5 years after completion of work.

Verification of Coverage

Consultant shall furnish the City of Santa Monica with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required herein. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. However, failure to obtain required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

Failure to Maintain Insurance Coverage

If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The City of Santa Monica, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternatively, the City of Santa Monica may purchase such coverage (but has no special obligation to do so), and without further notice to the Consultant, the City may deduct from sums due to the Consultant any premium costs advanced by the City for such insurance.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. All exceptions must be approved in writing by the Risk Manager.