



Renewal Form For: City of Culver City

Customer Contact

Jeff Muir, Chief Financial Officer
City of Culver City,
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Billing Contact

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Seattle, WA 98104
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SKU	Description	Term	Price
SOC-OD-ODP	Socrata Open Data Platform <u>Usage Limits:</u> <ul style="list-style-type: none">• 5 Datasets• Unlimited Views and Visualizations• Unlimited Users• Unlimited Open Data APIs• Native support for geospatial data• Dataslate template• Sitewide Usage Analytics• <i>ODATA integration</i>• <i>Search data capabilities</i>• <i>Federation</i>	12/10/14 12/10/15	Included
SOC-OD-DS	Additional 10 data sets Co-term	12/10/14 12/10/15	Included
SOC-OD-OE	Socrata Open Expenditure (Checkbook) 1 API connection or file upload from expenditure database	12/10/14 12/10/15	Included
SOC-OD-OB	Socrata Open Budget Explorer 1 API connection or file upload from budget database	12/10/14 12/10/15	Included
SOC-SU-ODP-B	Socrata Support <ul style="list-style-type: none">• Access to the Socrata knowledge base via the support portal• Access to the Socrata Community Portal• 8:00am to 5:00pm email and phone support• Four-hour response window during business hours	12/10/14 12/10/15	Included

Renewal Date: 12/10/14
All primary values quoted in USD.

Price:	\$35,088.00
Early Adopter Discount:	\$6,000.00
Co-term credit	\$875.00
Renewal Price	\$28,213.00



Standard Conditions

1. By signing this Order Form, you are offering to purchase the products and services listed above. Your offer to purchase becomes a binding commitment upon acceptance by Socrata, and is not subject to the issuance of any further purchase orders, confirmations or other events. Socrata Products and Services descriptions can be viewed in Appendix 1.
2. Socrata Standard Terms and Conditions apply, and may be viewed in Appendix 2.
3. The shipping address listed above will be used to determine the appropriate taxing jurisdiction of the products and services purchased.
4. Special conditions override standard conditions in the event of an inconsistency.

Special Conditions

None.

----- Signature page follows -----



Signatures

By signing below, the undersigned declares that he or she is authorized to execute this Agreement on behalf of Customer and acknowledge Customer's acceptance of all terms and conditions of this Agreement:

Socrata:

Socrata, Inc.

By: _____
(Signature)

(Name typed or printed)

(Title)

(Date)

Customer:

By: John
(Signature)

John Nachbar
(Name typed or printed)

CITY MANAGER
(Title)

11/12/14
(Date)

Remittance

To complete this addendum, please complete any open fields above relating to Customer, sign and date the form, and either 1) scan and email the completed form to contracts@socrata.com or 2) fax the completed form to (206) 452-2010.



Appendix 1: Socrata Products and Services Descriptions

Subscription 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 cost 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 Budget:** A ready-to-deploy app that lets citizens explore their government's budget, along every step of the process, and at every level of the allocation hierarchy. Users, with and without budget data expertise, are able to understand how the budget impacts their interests and their neighborhood, via an intuitive and location-aware UX. For use with Socrata Open Data Portal. Includes up to 15 hours of professional services. U.S. customers only.
- **Open Expenditure:** A ready-to-deploy app that lets citizens explore their government's spending, by category, sub-category, and location, via an intuitive UX. For use with Socrata Open Data Portal. Includes up to 15 hours of professional services. U.S. customers only.
- **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

Professional Services and Support

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.

Glossary of Terms

Dataset

A dataset is a single physical collection of information, typically modeled as a table of rows and columns of data. Each Socrata Dataset contains queryable data and metadata that is controlled by the dataset publisher. A dataset may have zero or more views – filtered views, maps, charts, calendars or forms. These visualizations are unlimited, whether created by the Customer or their end-users and do not count as datasets.

The following type of datasets count towards the plan's dataset limit:

- Datasets created from an external database using the Socrata API
- Datasets created by uploading a data file (e.g. csv, xls...etc.)
- Datasets that are links to other web resources – referred to as "External Datasets"
- Datasets created by uploading non-data files (ZIP, PDF, ...etc.)
- Datasets created by uploading geospatial files including KML/KMZ, shapefiles. Each of these geospatial files may contain up to 5 layers.
- Datasets created as part of a microsite

The list above applies to any published dataset, whether shared publicly or privately.

The following types of datasets do not count towards the plan's dataset limit:

- File attachments that are added to any published dataset
- Datasets created as a result of the Socrata ArcGIS Connector
- Federated datasets from an external domain
- Datasets that are still in Working Copy mode and have not yet been published
- Datasets created as mashups from other existing datasets.

Socrata and the Customer may agree to break up a very large dataset into multiple smaller datasets to improve performance, without counting these towards the plan's limit.



Open Data API

Application Programming Interface (API) allows authorized computer programs to read and write data from the Socrata system over the Internet. A Socrata Open Data API is automatically created for every published dataset or view.

Premium API

Enterprise-class APIs, created in Socrata API Foundry, to provide scalable, reliable and secure data APIs to mission-critical cloud and mobile applications. Premium APIs can be customized, managed, throttled, and analyzed by Administrators. They also provide full API-specific documentation, client code for developers, an live API console, and an automatically generated API catalog.

Dashboard

An interactive web interface that groups multiple indicator and performance data on a screen. Dashboards show a graphical representation of the current status (snapshot) and historical trends of an organization's key performance indicators using charts and maps.

Goals

Performance achievement targets that are set by the organization and are automatically measured in Socrata GovStat.

Active Form

A collection of input form fields that make up a data capture interface in Socrata DataCollect. Active Forms can be accessed by a user on the web or via a mobile device. Forms can be switched off and archived, in which case the data remains, but the form is no longer active.

Data Collection App

Active Forms and business logic can be grouped together and deployed as a Data Collection App in the field. The app allows the Customer to collect data in stages, validate the input at each stage, and apply rules-based logic to support a business process.

Form Submission

Form Submissions are success events that are triggered when a user completes a form, or a collection of forms that are bound to the same app and submits it to the central system. A Form Submission is registered only upon successful completion and capture of the data on the Socrata DataCollect Customer instance.

Usage Limitations

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



Appendix 2: Socrata General Terms & Conditions

1. Definitions

The terms defined below or elsewhere in this Agreement will have their respective meanings when used in this Agreement.

“Confidential Information” means any information that a receiving party knows or has reason to know is confidential or propriety 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.

“Customer” means the party signing the Order Form, including all employees, agents, representatives or contractors who use the Service on behalf of Customer.

“Customer Content” means any datasets, discussion forums, and other interactive areas, features or services which Customer 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 Customer has not designated as private.

“Order Form” means the order form to which these terms are attached, which describes the Services to be purchased by Customer and the prices therefor.

“Private Customer Content” means Customer Content that Customer designates as private through the Socrata User Interface (“Socrata UI”). Private Customer Content will be treated as Confidential Information.

“Site” means the Customer web properties using the Socrata software applications under this Agreement.

“User” means any third party end user (who is not an employee, agent, representative or contractor of Customer) that accesses the Site.

“User Content” means any datasets, discussions, saved views and visualizations, comments and other data posted or submitted by a User in any discussion forums or other interactive areas through use of the Customer Content on a Site for which Socrata provides Services hereunder.

2. Limited License; Changes

(a) License to Customer. Customer is hereby granted a limited, nonexclusive, non-sublicensable, non-transferable license to access and use the Site, the online Socrata software applications made available by Socrata, if any, for use by Customer with the Site (“Site Applications”) and the Services, including the right to load, store and display Customer Content on the Site. The license is subject to the terms of this Agreement and does not include the right to: (i) 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 Socrata; (ii) modify, reverse engineer or otherwise make any derivative uses of the Site or the Site Applications, or any portion thereof; or (iii) use of the Site, the Site Applications or the Services other than for their intended purposes. Customer will use the Site, Site Applications and the Services in conformance with applicable laws, rules and regulations including, without limitation, all applicable privacy laws. Any use of the Site, the Site Applications or the Services other than as specifically authorized herein, without the prior written permission of Socrata, is strictly prohibited and may result in Socrata terminating the license.

(b) Changes to Service. Socrata regularly upgrades and updates the Services and Site Applications. This means that the Services and Site Applications are continually evolving. Some of these changes will occur automatically, while others may require Customer to schedule and implement the changes. The changes may also mean that Customer needs to upgrade its equipment in order to make efficient use of the Services. Socrata will provide Customer with advance notification in this case.

3. Customer Password; Access to Private Customer Data

(a) Customer Passwords. Customer agrees to (i) maintain the security of Customer's password or key provided by Socrata to access and load Customer Content on the Site; and (ii) accept all risks of unauthorized access to the Customer Content or other information Customer provides to Socrata. Customer is responsible for all activity that occurs under Customer's account, and Customer should not share Customer's password with any third party.

(b) Private Customer Content Access. The Customer, using Socrata UI, will control access of Users to Private Customer Content. The Services will restrict permissions to such Private Customer Content accordingly. Socrata is not responsible for verifying the identities of anyone using log-in credentials to access the Private Customer Content, and shall have no liability for any unauthorized access.

4. Fees; Payment

Customer agrees to pay the fees described in the Order Form during the term of this Agreement ("Service Fees"). Platform Fees entitle Customer to certain data storage and data delivery levels each month, as measured in 'bytes' and detailed on the Order Form. If Customer exceeds the applicable Services monthly usage limits, Socrata will notify Customer of such overage. Customer will either take steps to keep its usage under the applicable limits, or engage with Socrata to upgrade the Service to the appropriate usage level. If Customer exceeds the monthly usage limits for 3 consecutive months during the term of this Agreement and has not engaged with Socrata to upgrade the Service to the appropriate usage level, Socrata may terminate the Services by written notice to Customer. Socrata may suspend Customer's access to the Service if Customer fails to pay Service Fees. Customer will reimburse Socrata for the reasonable travel related costs it incurs in connection with this Agreement, provided Customer has pre-approved said travel.

Payment is due within thirty (30) days of invoice. If Socrata has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Socrata with a valid tax exemption certificate authorized by the appropriate taxing authority. If any charges are not received from Customer by the due date, then at Socrata's discretion, (a) such charges may accrue late interest at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.



5. Confidentiality

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.

6. Customer Content

(a) **Customer Content.** Customer is solely responsible for all Customer Content and the use of the interactive areas of the Site by Customer. Customer agrees not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site (including in its datasets) Customer Content that is (i) libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable; (ii) 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; (iii) may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party; or (iv) contains the private information of any third party, including, without limitation, Social Security numbers and credit card numbers. By posting any Customer Content, Customer represents and warrants that Customer has the lawful right to distribute and reproduce such Customer Content.

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

(c) **Removal of Content; Violations.** Although Socrata has no obligation to screen, edit or monitor any of the Customer Content or other non-Socrata provided content posted on the Site or to the Services, SOCRATA RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CONTENT POSTED OR STORED ON THE SITE OR UPLOADED TO THE SERVICES AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE OR TO REQUIRE CUSTOMER TO DO THE SAME, AND CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER CONTENT POSTED OR STORED ON THE SITE AT CUSTOMER'S SOLE COST AND EXPENSE. Any use of the Site, the Site Applications or



the Services in violation of the foregoing violates this Agreement

and may result in, among other things, termination or suspension of Customer's right to use the Site, the Site Applications and the Services.

7. Ownership; Licenses from Customer

(a) Customer Content. Customer owns all Customer Content, including any intellectual property rights therein, but excluding the Suggestions described in Section 8 below.

(b) Socrata Ownership. Socrata solely owns the intellectual property in the Site and the Site Applications. Unless explicitly stated herein, nothing in this Agreement will be construed as conferring any license to Customer of any other intellectual property rights of Socrata or its third party licensors or suppliers, whether by estoppel, implication or otherwise.

(c) Licenses from Customer.

(i) During the term of this Agreement, Customer grants Socrata and its affiliates a nonexclusive, sub-licensable royalty-free right to use, reproduce, modify, adapt, publish, create derivative works, distribute, perform and display any Customer Content (excluding Private Customer Content) in connection with Socrata's provision of Services to Customer or to Socrata's provision of services to users. Customer understands that once content has been provided to users, Socrata has limited ability to restrict or control that content.

(ii) During the term of this Agreement, Customer grants Socrata and its affiliates a nonexclusive, royalty-free right to use, reproduce, modify, adapt, publish, create derivative works, distribute, perform and display any Private Customer Content solely in connection with Socrata's provision of Services to Customer.

(d) Customer Marks. Customer grants Socrata and its affiliates and sublicensees the right to display and use Customer's name, trademark and/or logos provided by Customer (the "Customer Marks") in connection with the Customer Content and the Site. All goodwill associated with Socrata's use of the Customer Marks will inure to the benefit of Customer.

8. Suggestions

By submitting suggestions or feedback to Socrata regarding the Site, the Site Applications or the Services, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer hereby grants Socrata an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.

9. Infringement

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Socrata has adopted a policy of terminating, in appropriate circumstances and at Socrata's sole discretion, Users and Customers who are deemed to be repeat infringers. Socrata may also at its sole discretion limit access to the Services and Site and/or terminate the accounts Customer if Socrata receives complaints that the Customer Content infringes any intellectual property rights of others, whether or not there is any repeat infringement.



10. Support

Socrata will provide support to Customer in accordance with Socrata's general support services described at <http://support.socrata.com/home>.

11 Publicity

Socrata may use the Customer Marks on Socrata's website, on publicly available customer lists, and in media releases to identify Customer as a customer of Socrata. Subject to pre-publication review, Customer may agree to participate with Socrata in the development and publication of a press release announcing the launch of the Services, a case study and reasonable requests for participation in live events highlighting Customer's use of the Services.

12. Representations and Warranties

Customer represents and warrants that (a) Customer owns and controls all of the rights to the Customer Content or Customer otherwise has the right to post such Customer Content to the Site; (b) the Customer Content is accurate and not misleading; and (c) the use and posting of the Customer Content does not violate this Agreement and will not violate any rights of or cause injury to any person or entity. Customer acknowledges and agrees that Socrata may collect and analyze the data and data structures Customer or any User posts on the Site, whether private or public, and Customer's other activities on the Site in order to tailor the Services on Socrata to individual user needs and interests and make the Services the best possible user experience.

13. Reserved.

14. Warranty Disclaimer

THE SITE, SITE APPLICATIONS AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SOCRATA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS IN THE SITE. WHILE SOCRATA WILL ATTEMPT TO MAKE CUSTOMER'S ACCESS AND USE OF THE SITE, SITE APPLICATIONS AND SERVICES SAFE, SOCRATA CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE, SITE APPLICATIONS OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT ARE OUTSIDE SOCRATA'S REASONABLE CONTROL.

15. Term; Termination; Survival

(a) Term. The term of this Agreement is as set forth on the Order Form. Thereafter, the Agreement will automatically renew for successive 12-month periods unless either party gives notice within 60 days of the end of the then-current term.

(b) Termination. If either party breaches this Agreement and does not cure such breach within 30 days of receipt of written notice from the other party of such breach, the non-breaching party may, without notice and in its sole discretion, suspend Customer's use of the Site, Site Applications and the Services (with respect to Socrata) or terminate this Agreement (with respect to both Customer and



Socrata). Upon termination, Socrata will take down the Site, Site

Applications and Services (as applicable), delete any Customer Content stored on its systems (provided that Socrata may keep one copy of the Customer Content for archival purposes in the event of any future actions arising out of the Agreement) and delete any publishers and administrators unique to Customer's domain. **CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER CONTENT POSTED OR STORED ON THE SITE AT CUSTOMER'S SOLE COST AND EXPENSE.**

(c) **Survival.** Sections 1, 4, 5 6(a), 6(b), 7(a), 7(b), 8, 12, 14, 15(b), 15(c) and 16-23 shall survive termination of this Agreement.

16. Limitation of Liability

IN NO EVENT WILL SOCRATA, 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 SOCRATA, 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 SOCRATA IN THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.

17. Applicable Law and Venue

This Agreement will be governed by and construed in accordance with the laws of [CUSTOMER JURISDICTION], without resort to its conflict of law provisions. Each party agrees that any action at law or in equity arising out of or relating to this Agreement will be filed only in the state and federal courts located in [CUSTOMER JURISDICTION] and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement.

18. Arbitration

CUSTOMER AND SOCRATA AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THIS AGREEMENT, THE SITE, THE SITE APPLICATIONS AND/OR THE SERVICES WILL BE FINAL AND BINDING ARBITRATION, except that with respect to any claims that a party has infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark or trade secret rights, then the parties acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought arbitration under this Agreement will be conducted by a mutually agreed upon arbitration body under the American Arbitration Association ("AAA"). The location of the arbitration will be in Seattle, Washington and the allocation of costs and fees for such arbitration will be determined in accordance with such AAA Rules and will be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction.

In no event will any claim, action or proceeding by Customer related in any way to the Site, the Site Applications and/or the Services be instituted more than three (3) year after the cause of action arose.



19. Notices

Any notice provided pursuant to this Agreement will be in writing and will be deemed given (a) if by received email or facsimile, upon electronic confirmation thereof; (b) if by hand delivery, upon receipt thereof; (c) if by prepaid, certified or registered mail or courier, upon confirmation of the delivery of such mail by return receipt or signature confirmation; or (d) if by next day delivery service, upon such delivery. All notices to Customer will be addressed to the address and person designated on the Order Form. All notices to Socrata will be addressed to Socrata, Inc., 83 King Street, Suite 107, Seattle, WA 98104 Attn: VP Finance and Administration; Fax: 206-452-2010.

20. Assignment

Neither this Agreement nor any interest in this Agreement may be assigned by Customer without prior express written approval of Socrata.

21. Severability

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable portion had never been included. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

22. Entire Agreement

This Agreement terminates and supersedes all prior understandings and agreements of the parties regarding the Site, the Site Applications, the Services and the other subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. This Agreement does not alter in any way the terms or conditions of any other agreement Customer may have with Socrata, or its subsidiaries or affiliates, for other products, services or otherwise.

23. U.S. Government Restricted Rights.

The Site, Site Applications and Services are commercial products, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Site, Site Applications and Services, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies.