MEETING DATE: October 16, 2013   **ITEM #** 7

SUBJECT:

REQUEST FOR CONSIDERATION OF RESOLUTION 13-95 ESTABLISHING AN OPEN DATA FRAMEWORK AND REQUEST FOR CONSIDERATION OF A CONTRACT WITH SOCRATA TO INITIATE THE CITY'S OPEN DATA INITIATIVE

INITIATED OR REQUESTED BY:	REPORT COORDINATED OR PREPARED BY:
[ ] Council [x] Staff [ ] Other	Robert Miller, Information Technology Manager *Carol Richardson* Carol Richardson, Assistant City Manager

ATTACHMENT [x] Yes   [ ] No   [ ] Information   [ ] Direction   [x] Action

OBJECTIVE

This reports requests that the City Council adopt Resolution 13-95 to establish an open data framework and approve the contract with a preferred vendor to commence the City's open data initiative.

RECOMMENDED ACTION

It is respectfully recommended that the City Council:

1. Adopt Resolution 13-95 (Attachment 1) establishing the City's open data framework

2. Adopt the attached draft Open Data Policy

3. Approve and authorize the Mayor to execute a one year contract with Socrata to implement and host the City's open data website in substantially the form attached to this report.

BACKGROUND

The idea behind open data is simple: any information collected and owned by the government should be made freely available for use, reuse and redistribution by the public. Open data initiatives are transforming the way governments across the country interact with their communities and are promoting civic engagement through transparency and accountability.

Open data is much more than just making data available to the public; it's about transforming the way we think about data, how it's collected, used, published, and maintained. It's a unique opportunity to look at the data we have and realize that this data could be utilized outside of the walls of City Hall to help solve problems for both the City and its constituents. It's about putting the data in the hands of the citizens, developers, entrepreneurs and letting them analyze and visualize the data for their own needs and purposes.

While the movement towards open data is widespread, there are only a handful of local municipalities across the country that actually have an open data strategy in place. This includes major cities such as San Francisco, Chicago, and New York, which are already seeing the benefit of open data through the reduction in number of record act requests, an explosion of mobile apps utilizing City data to help the public, and a general increase in civic engagement.

There are hundreds of applications that utilize open data to provide value to the community. In New York, taxi cab drivers can now use that city's open data platform to access information about the status of their licenses more quickly than ever, which keeps more taxis on the road. Cook County Illinois has a budget transparency application called "Look at Cook," which allows community members to explore the County's budget to see for themselves how their tax dollars are being spent. The San Francisco Recreation and Parks Department has produced a mobile application that allows users to find just the amenity they are looking for, from museums to dog parks, and to display them on a GPS-enabled mobile map. The possibilities are endless.

ANALYSIS

The innovative uses of open data in the cutting-edge cities above are based on a common set of practices that the City can emulate as it begins to develop its own open data initiative. In order to have a successful open data program, the City will need to establish the following items:

- Open Data Policy
- Open Data Advisory Group
- Open Data Portal

Open Data Policy

The City will need to create an open data policy that outlines what data sets should be made public, how to make the data sets available, and how to maintain the data sets. Attachment 2 is a draft of such a policy. Initial efforts should focus on publishing data that is beneficial and for which there is public demand. The data the City publishes should help increase the City's accountability, efficiency, responsiveness and/or delivery of services. The data should also help improve public knowledge of the City and its operations, further the mission of the City, and/or creates economic opportunity.

Open Data Advisory Group

The City will need to establish an open data advisory group, with representatives from each department, to help implement and determine the following based on the framework of the City's open data policy:

- Identify data sets that are already available, and who they are maintained by
- Prioritize datasets based on levels of public interest and the value of the data to the community
- Review the data for accuracy, and when appropriate have the data cleaned and confidential information redacted.
- Modification of the open data policy, as needed, to ensure alignment with the City's open data goals.

Open Data Portal

A key component of any open data project is the data portal. The data portal will be the conduit for delivering data sets to the public. The data portal should accomplish the following objectives:

- All data sets published shall use a format that permits processing of the data through an automated programming interface (API).
- Use appropriate technology to notify the public of updates to the data
- All data sets should be accessible to external search capabilities, such as Google, etc.
- Provide an online forum to solicit feedback from the public and to encourage public discussion on open data policies and data set availability. This feedback will then be used by the open data advisory group to guide future open data set additions.

Open data is a relatively new area of technology and the playing field is relatively small when it comes to options for publishing data. There are three viable alternatives when it comes to creating an open data portal:

1. Build in-house with existing development staff using open source technology (such as CKAN or DKAN).
2. Hire a consultant to develop the open data platform that is then maintained in-house on City servers.
3. Purchase a subscription with a leading Open Data platform provider to host, serve, sync and visualize City data.

While options 1 and 2 are viable, they eventually become a drain on City resources. The upfront cost for these options are high, due to the staff time needed and/or cost of the consultant to implement; implementation and go-live will also take longer due to extended development time.

Staff recommends Option 3. This approach provides the fastest path to implementation, because the City would be utilizing a system already in place, which eliminates development time. It also decreases internal support costs because tech support, upgrades and improvements to the system are provided by the vendor.

Staff researched various open data vendors (i.e. hosted CKAN, Junar, Socrata, etc.) looking for the most attractive combination of price point, implementation time frame, and software feature set. Based on this research, Socrata is clearly the leader. Chicago, San Francisco, and New York all use Socrata for their open data portals. Socrata focuses on letting the user view and manipulate the data online. Users also have the option of downloading the data is various formats (csv, excel, xml, etc.) Socrata' system also adheres to the

data portal objectives outlined above. Each data set published or each custom data view created is available via an API, which make processing this information by outside developers easier and efficient.

Open data is the future and by approving resolution 13-95 and partnering with Socrata, the City will take its first steps in becoming a leader in open data in the Sacramento Region.

Strategic Plan Integration
The recommended actions support the City's goal of "Municipal/Technology Innovations" by making City data more transparent and open to our community.

Alternatives
The options are discussed in some detail in the Analysis section of the report. The Council could choose to move forward with staff's recommendation, ask for more information or delay the project.

Coordination and Review
Research for this report was conducted by IT staff. Staff in other departments was also consulted.

Budget/Cost Impact
The $19,997 contract can be accommodated in the IT budget and therefore there will be no additional fiscal impact to the existing budget.

ATTACHMENT
1. Resolution 13-95
2. Draft Open Data Administrative Policy
3. Socrata Data Portal Contract

RESOLUTION 13-95

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WEST SACRAMENTO
ENDORSING OPEN DATA PRINCIPLES AND
DIRECTING THE CITY MANAGER TO CREATE
CITY-WIDE STANDARDS FOR IMPLEMENTATION
OF THE CITY'S OPEN DATA INITIATIVE

WHEREAS, the City of West Sacramento is committed to creating an unprecedented level of transparency, honesty and accountability to the public in City government; and

WHEREAS, timely and consistent publication of public information and data is an essential component of an open and effective government; and

WHEREAS, by sharing data freely, citizens are enabled to use and re-purpose it to help create a more economically vibrant and environmentally sustainable city; and

WHEREAS, publishing structured standardized data in a machine readable formats creates new opportunities for data from different sources to be combined and visualized in new and unexpected ways; and

WHEREAS, digital innovation can enhance citizen communications, support the brand of the city as creative and innovative, improve service delivery, support citizens to self-organize and solve their own problems, and create a stronger sense of civic engagement, community, and pride; and

WHEREAS, the City of West Sacramento seeks to encourage the local software community to develop software applications and tools to collect, organize, and share public data in new and innovative ways.

NOW, THEREFORE, BE IT RESOLVED that the City of West Sacramento endorses the principles of:

- Open Standards - the City of West Sacramento will move as quickly as possible to adopt prevailing open standards for data, documents, maps, and other formats of media;

- Open and Accessible Data - the City of West Sacramento will freely share the greatest amount of data possible with citizens, businesses and other jurisdictions while respecting privacy and security concerns; and

BE IT FURTHER RESOLVED that in furtherance of the Council's goal of maximizing the amount of City data available to the public, the City Manager is hereby directed to develop and implement an administrative policy to create City-wide standards for the implementation of the City's Open Data effort.

PASSED AND ADOPTED this 16th day of October, 2013 by the following vote:

AYES:
NOES:
ABSENT:

_____
Christopher L. Cabaldon, Mayor

ATTEST:

_____
Kryss Rankin, City Clerk

CITY OF WEST SACRAMENTO

ADMINISTRATIVE POLICY

NUMBER: V-A-6

DATE: *October 10, 2013*

SUBJECT: OPEN DATA

AUTHORITY: City Manager

PURPOSE: The purpose of this policy is to set guidelines for incorporating an open data framework into existing systems and procedures and to aid in determining what data sets should be made public, how to make the data sets available, and how to maintain the existing published data sets.

POLICY:

1. Definitions

    "Data" means final versions of statistical or factual information that (i) are in alphanumeric form reflected in a list, table, graph, chart or other non-narrative form, that can be digitally transmitted or processed; and (ii) are regularly created or maintained by or on behalf of a city agency and are controlled by such city agency; and (iii) record a measurement, transaction or determination related to the mission of an agency. The term "data" shall not include information provided to an agency by other governmental entities or image files, such as designs, drawings, photos or scanned copies of original documents; provided, however, that the term "data" shall include statistical or factual information about image files and geographic information system (GIS) data.

    "Data set" means a named collection of related records on a storage device, with the collection containing data organized or formatted in a specific or prescribed way, often in tabular form, and accessed by a specific method that is based on the data set organization.

    "Data portal" means the Internet site established and maintained by or on behalf of the City, located at data.cityofwestsacramento.org or its successor website.

    "Open data advisory group" means the advisory group established to further the City's open data initiative.

    "Protected data" means any data set or portion thereof to which the city may deny access pursuant to any applicable law regarding said data set.

2. Open Data Advisory Group

a. The City will establish an open data advisory group, which will be chaired by the Information Technology Manager and include open data coordinators from all city departments.

b. Each city department will designate an open data coordinator, who shall serve and contribute to the open data advisory group.

c. The open data advisory group shall carry out the data set goals outlined in section 3.

3. Data Sets

   a. The rules and standards for publication of data sets shall be consistent with applicable law, including laws related to privacy and accessibility.

   b. Each city department shall, to the extent practicable, and in conjunction with the open data advisory group, make available online, all appropriate data sets and associated metadata under the department's control.

   c. To the extent feasible, all published data sets shall be presented and structured in a format that permits automated processing.

   d. For purposes of identifying data sets for inclusion on the City of West Sacramento's data portal, The open data advisory group will consider the following:

      i. Whether the information embodied in the data set is reliable and accurate and is frequently the subject of a written request for public records and is of the type that is required to make available for inspection or copying;

      ii. The data set helps increase the City's accountability, efficiency, responsiveness or delivery of services;

      iii. The data set improves public knowledge of the City and its operations, furthers the mission of the City, and/or creates economic opportunity.

   e. Each department will assure that data supplied to the City by third parties (developers, contractors, consultants) are unlicensed, in a prevailing open standard format, and not copyrighted except if otherwise prevented by legal considerations.

f. Each city department shall make reasonable and appropriate efforts to update its public data on a regular basis to preserve the integrity and usefulness of the data sets.

g. To the maximum extent allowed by law, published data sets shall be made available without any registration requirement, license requirement or restrictions on their use.

h. All public data sets shall be made available with the descriptive information needed to understand what he data is, how and when it was collected and last updated.

4. City of West Sacramento Data Portal

a. A single web portal shall be established and maintained by or on behalf of the City of West Sacramento. It will be administered by the City's Information Technology Division and will be located at data.cityofwestsacramento.org.

b. Any data set made accessible on the City's data portal shall use a format that permits automated processing of such data; use appropriate technology to notify the public of updates to the data; and will be accessible to external search capabilities.

c. The City's data portal will provide and an online forum to solicit feedback from the public and to encourage public discussion on open data policies and data set availability.

Socrata
The Data Experience Company ™

Socrata, Inc.
83 S. King St, Suite 107
Seattle, WA 98104
Phone: 206-340-8008
Fax: 206-452 2010
www.socrata.com

Order Form For:

Customer Name:
City of West Sacramento
Primary Contact: **Billing Contact:**
ROBERT MILLER
Information Technology Manager
City of West Sacramento
Telephone: (916) 617-4517
robertm@cityofwestsacramento.org

Services Purchased

SKU	Description	Term	Quantity	Annual Extended Price
SOC-OD-B	Socrata Open Data Platform Basic Plan	12 months	1	Included
	Usage Limits:			
	• 50 Datasets*			
	• Unlimited Views and Visualizations			
	• Unlimited Users			
	• Unlimited Open Data APIs			
	• Native support for geospatial data			
	• 6 Premium APIs*			
	• 2 Microsites			
	• Sitewide Usage Analytics			
	• Soapbox Landing Page Template			
	*Limits contingent on completion date – see special conditions below.			
SOC-SU-ODP-B	Socrata Open Data Support – Basic	12 months		Included
SOC-OD-GIS	Open Data Connector for ArcGIS 10.x	12 Months		Included
SOC-PS-ODP-B	Open Data Launch Package – Basic Up to 50 hours, see Services Descriptions for details	One-Time		Included

All primary values quoted in USD

Pricing is valid until: 11/31/2013 at 5:00pm PST

Annual Extended Price: $ 19,997

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

1. West Sacramento can add capacity in bundles of 20 datasets and 1 Premium API for $600/month up to the 150 dataset mark that aligns to the Socrata Basic Plan (see appendix 1 for details). After reaching the 150 dataset mark the City and Socrata should negotiate a mutually beneficial path for expansion going forward.

_____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: _____
(Signature)

_____
(Name typed or printed)

_____
(Title)

_____
(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 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, practioners 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

Socrata DataCollect (Still in Incubation - Proposal Needs Approval by VP Emerging Markets or VP of Product Management)

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

Socrata's DataCollect is a cloud-based platform that simplifies the design, deployment, and management of intelligent data capture apps from authorized users, on any modern device. DataCollect streamlines the process of collecting data from mobile workers to support inspections and other line-of-business field applications. DataCollect also enables government organizations and NGOs to crowd-source data from the public, for a variety of "citizen-reporter" applications ranging from emergency response management, to opinion surveys.

Socrata DataCollect creates intelligent data capture apps that offer speed, end-to-end simplicity and extreme flexibility. Key features include:

- Drag-and-drop form designer with automatic optimization for mobile display on iOS and Android platforms.
- Configurable rules-based form validation, and application business logic to ensure data accuracy at the point of capture.
- Data capture apps support simple, or multi-step campaigns that combine intelligent forms, business workflow and user management.
- Seamless cloud synchronization and offline capabilities.
- 1-click app deployment with built-in integration to GPS location, notification services and camera functions on the device.
- Smart reporting and usage analytics
- Automatic integration with Socrata's cloud-based data store to aggregate, query, distribute and visualize data as it's captured.

Professional Services and Support

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 connecter 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 connecter 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.

Open Data Launch Package- Custom, see attached Appendix A for custom Statement of Work.

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 <u>not to exceed 150 hours in aggregate</u> among Socrata staff.

Socrata Basic Customer Support Packages
<u>Applicable SKUs:</u> 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
<u>Applicable SKUs:</u> 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

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) <u>License to Customer</u>. 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 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) <u>Changes to Service</u>. 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) <u>Customer Passwords</u>. 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) <u>Private Customer Content Access</u>. 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. Unused Non-Recurring Service Fees expire 180 days after the Effective Date. 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) any of the following:

i.   Customer Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;

ii.   Customer Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;

iii.   Customer Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any Customer Content, Customer represents and warrants that Customer has the lawful right to distribute and reproduce such Customer Content;

iv.   Customer Content that impersonates any person or entity or otherwise misrepresents Customer's affiliation with a person or entity;

v.   Customer Content that is subject to any export control laws or regulations;

vi.   Unsolicited promotions, political campaigning, advertising or solicitations;

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

viii.   Viruses, corrupted data or other harmful, disruptive or destructive files; or

ix.   Customer Content that, in the sole judgment of Socrata, is objectionable or which may expose Socrata or the Users to any harm or liability of any type.

(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, the Site Applications, and User Content. 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, royalty-free, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display Customer Content (excluding Private Customer Content) on or in connection with the Site, for the provision of Services or to provide services to Users.

(ii)   During the term of this Agreement, Customer grants Socrata and its affiliates a nonexclusive, royalty-free, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display 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

Customer acknowledges and agrees that any materials Customer submits regarding the Site, the Site Applications or the Services, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information ("Suggestions"), are non-confidential and will become the sole property of Socrata. Socrata will own all Suggestions, including all intellectual property rights therein, and will be entitled to the unrestricted use and dissemination of Suggestions for any purpose, commercial or otherwise, without acknowledgment or compensation to Customer.

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 receipted 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.