

## Attachment 2



Quoted by:  
 Athlan Lathan  
[athlan.lathan@socrata.com](mailto:athlan.lathan@socrata.com)  
 206.452.7355  
 07/21/2014

Quote Name: City of Santa Rosa Open Data Pilot w/Open Budget

Socrata, Inc.  
 83 S. King St, Suite 107  
 Seattle, WA 98104  
[www.socrata.com](http://www.socrata.com)

### Customer Name: City of Santa Rosa, CA

**Primary Contact:**  
 Eric McHenry  
 Director and Chief Technology Officer  
 90 Santa Rosa Avenue  
 Santa Rosa, CA 95404  
[emchenry@srcity.org](mailto:emchenry@srcity.org)  
 (707) 543-3097

**Billing Contact:**  
 TBD

### Services Purchased

SKU	Description	Term	Quantity	Annual Price
Soc-ODP-B	Socrata Open Data Platform Quick Start <u>Usage Limits:</u> <ul style="list-style-type: none"> <li>• 10 Datasets</li> <li>• Unlimited Views and Visualizations</li> <li>• Unlimited Users</li> <li>• Unlimited Open Data APIs</li> <li>• Native support for geospatial data</li> <li>• Sitewide Usage Analytics</li> <li>• Homebase Template</li> </ul>	12 months starting upon the completion of this agreement	1	\$11,988
Soc-OD-BUD	Socrata Open Budget App	12 months starting upon the completion of this agreement	1	Included
<b>Subscription Services</b>		<b>12 months</b>		<b>\$11,988</b>
Soc-PS-OD-B	Open Data Launch Package – Starter Not to exceed 25 hours, see Services Descriptions for details	One-Time		Included
Soc-PS-OD-BUD	Open Budget Launch Package Not to exceed 15 hours, see Services Descriptions for details	One-Time		Included
Soc-SU-ODP-B	Socrata Open Data Support – Basic Services Descriptions for details	12 months starting upon the completion of this agreement		Included
<b>Professional Services</b>		<b>12 months</b>		<b>Included</b>
All primary values quoted in USD		Annual Extended Price:		\$11,988
Pricing is valid until: 08/21/2014 at 5:00pm PST		<b>Payment Due:</b>		<b>\$11,988</b>

### ***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. See section 9 of Socrata Standard Terms and Conditions for additional indemnification language.
2. See section 12 of Socrata Standard Terms and Conditions for additional warranty language including language on accessibility for persons with disabilities.
3. See section 14 of Socrata Standard Terms and Conditions for edit to warranty disclaimer as a result of edit to section 12.
4. See section 16 of Socrata Standard Terms and Conditions for edit to limitation of liability as a result of the edit to section 9.


\_\_\_\_\_**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)

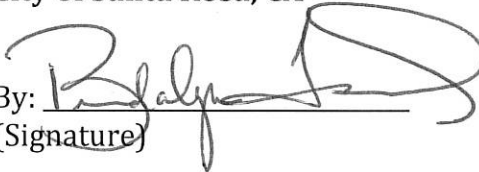
DAN WASSEL  
(Name typed or printed)

CFO  
(Title)

8-19-14  
(Date)

Customer:

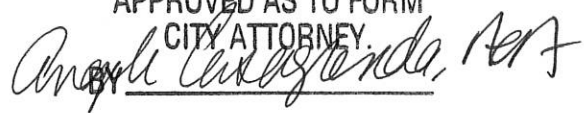
**City of Santa Rosa, CA**

By:   
(Signature)

Brandalyn Tramel  
(Name typed or printed)

Purchasing Agent  
(Title)

09-22-2014  
(Date)

APPROVED AS TO FORM  
CITY ATTORNEY.  
  
BY Amyl Caragonda

**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 [athlan.lathan@socrata.com](mailto:athlan.lathan@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

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.
- ◆ <https://homebase.demo.socrata.com/> - template for quick start package

## **Socrata Open Data Apps**

**Applicable SKUs:** Soc-OD-BUD

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 Budget App:** 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 and as part of the Socrata Financial Transparency Suite of apps that used together, provide an end-to-end view of the flow of public money. Includes up to 15 hours of professional services. U.S. customers only.

## **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.

## **Professional Services and Support**

### **Open Data Launch Packages**

**Applicable SKUs:** Soc-PS-ODP-B

The Socrata Customer Success 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.

Specific deliverables of your open data launch include:

#### **Open Data Launch Package- Starter, includes:**

- ◆ Project charter
- ◆ (1) Kickoff call and up to (4) weekly meetings through launch date
- ◆ DNS and SSL setup
- ◆ Site skinning, styling, and CSS
- ◆ Custom header and footer
- ◆ Integration of "suggest a dataset" functionality
- ◆ Real-time integrated help connector for support.socrata.com
- ◆ Administrative training
- ◆ Training on the upload of your first dataset via Socrata University
- ◆ Enrollment in Socrata University 101, and API 101 classes
- ◆ Training on the Socrata Success Methodology™

Total professional services hours not to exceed 25 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.

### **Open Budget Launch Package:**

- ◆ Creation of project charter including goals for go-live
- ◆ App Activation
- ◆ (1) Kickoff call and up to (3) meetings through launch date
- ◆ DNS setup
- ◆ Administrative training on the app including logo addition
- ◆ Training and education on the app, including supporting documentation
- ◆ Training and education on data ingress and our toolset, including DataSync™
- ◆ Data integration services within scope of total hours budget
- ◆ Administrative training
- ◆ Training on the upload of your first dataset via Socrata University
- ◆ Enrollment in Socrata University 101, and API 101 classes
- ◆ Training on the Socrata Success Methodology™

Total professional services hours not to exceed 15 hours in aggregate among Socrata staff.

### **Socrata Basic Customer Support Packages**

**Applicable SKUs:** Soc-SU-ODP-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

## **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, a 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

<b>Storage:</b>	Unlimited
<b>Bandwidth</b>	5 TB
<b>API Calls per Month</b>	100M
<b>Geocoding Requests per month</b>	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 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. 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.

Socrata represents and warrants that the Site and Site Applications do not infringe any patent or intellectual property rights of any third party. Socrata shall defend, indemnify and hold Customer harmless from and against any loss, liability, cost or expense, including reasonable attorney's fees, which may be incurred by Customer against any claims, actions or demands by a third party alleging that the Site and/or Site Applications infringe a patent, copyright, trademark or other intellectual property right. Customer agrees to notify Socrata of any such claim promptly in writing and to cooperate fully with Socrata during such proceedings. Socrata shall settle at its sole cost and expense all proceedings arising out of the foregoing.

## **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**

Socrata represents and warrants to Customer that it has the full legal right to grant to Customer the license granted under this Agreement, and that the Site and Site Application do not infringe upon any valid patent, copyright, trade secret or other proprietary right of any third party. Socrata further warrants that the Site and Site Application will perform in the manner specified in this Agreement for the term of the Agreement and any extensions thereof.

Socrata represents and warrants to Customer that the Site and Site Application materially comply with the provisions of Section 508 of the Rehabilitation Act of 1973. Socrata further represents and warrants to Customer it will use commercially reasonable efforts to ensure the Site and Site Application follow the World Wide Consortium (W3C) guidelines for accessibility to persons with disabilities.

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**

WITH THE EXCEPTION OF THE WARRANTIES PROVIDED ABOVE IN SECTION 12, 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, WITH THE EXCEPTION OF SOCRATA'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER SECTION 9 ABOVE.

**17. Applicable Law and Venue**

This Agreement will be governed by and construed in accordance with the laws of California 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 located in Sonoma County 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 Sonoma County, CA 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 the City of Santa Rosa 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 or Socrata without prior express written approval of the other party.

## **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.



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