

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TYLER TECHNOLOGIES

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Tyler Technologies, Inc. hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing subscription services and support to the County for the Contractor's Data & Insights Enterprise Data Platform (also referred to as the Socrata Connected Government Cloud) Software as a Service solution.

Now, therefore, it is agreed by the parties to this Agreement as follows:

Definitions:

"Active Account" means an account where the User was invited to the site, accepted the invitation, and where the account has not been deactivated.

"API" means application-programming interface.

"API Calls" means a request made against the SaaS Services.

"County Data" means data, datasets, files, information, content, and links uploaded or provided by County through the use of the SaaS Services, but excluding Third Party Services.

"Confidential Information" means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law.

"Dataset" means the physical collection of information, typically modeled as a table of rows and columns of data.

"Data Storage" means the contracted amount of storage capacity for County Data.

"Documentation" means any online or written documentation and specifications related to the use of the SaaS Services that we provide, including instructions, user guides, manuals, and other training or self-help documentation.

"Force Majeure" means an event beyond the reasonable control of County or Contractor, including, without limitation, hurricanes, earthquakes, epidemics, strikes or other labor disputes, governmental action, changes in laws, acts of war, terrorism or other riot or civil commotion, fire,

natural disaster, shelter-in-place or similar orders, or any other cause that could not with reasonable diligence be foreseen or prevented by County or Contractor.

“Guest User” means a user that is outside of the organization invited by a User to collaborate on the County’s site.

“SaaS Fees” (also referred to herein as subscription costs) means the fees for the SaaS Services identified in Exhibit B.

“SaaS Services” means Contractor’s Data & Insights (formerly known as Socrata) off the shelf, cloud-based software service and related services, including maintenance and support services, as specified under this Agreement. SaaS Services do not include support of an operating system or hardware, support outside of Contractor’s normal business hours, or training, consulting, or other professional services.

“Site” means single domain or instance of the Open Data platform, the Enterprise Data Platform (also referred to as the Socrata Connected Government Cloud) or Site and the number of Sites permitted is defined in the Agreement.

“Support Policy” means the support policy applicable to the County for the SaaS Services pursuant to this Agreement. The most recent Support Policy is attached hereto as Exhibit C and available online at <https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy>. The Support Policy may be updated from time to time.

“Statement of Work” means the agreed upon scope of services and industry standard implementation plan describing how other services will be provided, the roles and responsibilities of the County in connection to the implementation. If applicable, the Statement of Work will be included with the Agreement and/or subsequent amendments thereto.

“Third-Party Services” means if any, third-party web-based services, including but not limited to third party stock photos and third-party map location services which may be provided at no additional charge to County through this Agreement.

“Updates” means any enhancements, additions, new releases, bug fixes, patches, modifications or other error corrections of or to the SaaS Services licensed to County that Contractor generally makes available free of charge to licensees of the solutions.

“User” or “Monthly Active Users” (used interchangeably) means any Active Account added to the County’s Site that is not a Guest User.

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County reasonably determines that the quantity or quality of the work performed is unacceptable and Contractor is unable to cure the deficiency within ten (10) business days of being notified of said deficiency by County. In no event shall County's total fiscal obligation under this Agreement exceed One Million, Thirty-One Thousand, Five Hundred Forty-Two dollars (\$1,031,542). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2025, through June 30, 2030.

5. Termination

This Agreement may be terminated as set forth below. In the event of termination, County will pay Contractor for all undisputed fees and expenses related to the SaaS Services (defined below), products, and/or services County has received, or Contractor has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than County's termination for cause must be submitted as invoice disputes in accordance with Section 24 (Dispute Resolution). SaaS Services means Contractor's off the shelf, cloud-based software service and related services, including maintenance and support services, as specified under this Agreement. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services

a. **Failure to Pay SaaS Fees.** County acknowledges that continued access to the SaaS Services is contingent upon County's timely payment of SaaS Fees. (SaaS Fees means the fees for the SaaS Services identified in Exhibit A. SaaS Fees may be listed or referred to as Recurring Fees in Exhibit B.) If County fails to timely pay the SaaS Fees, Contractor may discontinue County's access to the SaaS Services. Contractor may also terminate this

Agreement if County does not cure such failure to pay within forty-five (45) days of receiving written notice of Contractor's intent to terminate.

b. **For Cause**. If County believes Contractor has materially breached this Agreement, County will invoke the Dispute Resolution clause set forth in Section 24. County may terminate this Agreement for cause in the event Contractor does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section 24.

c. **Force Majeure**. Either party has a right to terminate this Agreement if a Force Majeure (defined below) event suspends performance of the SaaS Services for a period of forty-five (45) days or more; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. Force Majeure means an event beyond the reasonable control of County or Contractor, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by County or Contractor.

d. **Lack of Appropriations**. If County should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, County may unilaterally terminate this Agreement upon thirty (30) days' written notice to Contractor. County will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. County agrees not to use termination for lack of appropriations as a substitute for termination for convenience.

6. Return of County Data

At the end of this Agreement, or in the event of termination, upon request, Contractor will make the SaaS Services available to County to export County Data for a period of sixty (60) days following the end of termination of this Agreement. After such sixty (60) days period has expired, Contractor has no obligation to maintain County Data and may destroy the County Data.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Indemnification

1. Contractor shall defend, indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and

conditions of this Agreement and which result from the acts or omissions of Contractor and/or its officers, employees, agents, and servants.

2. Contractor shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Contractor's representatives for services provided under this Agreement.

3. It is agreed that County shall defend, save harmless, and indemnify Contractor and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of County and/or its officers and employees.

4. The duty of each party to defend, indemnify and save harmless the other as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and Contractor and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. In the event of a breach of this warranty, Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the

defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

This Agreement shall be binding on, and shall be for the benefit of, either County's or Contractor's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, County's consent is not required for an assignment by Contractor as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Contractor's assets. Contractor shall not subcontract any portion of this Agreement to a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and submitted to the County's Risk Management, and Contractor shall use diligence to obtain such insurance. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement.

Contractor shall endeavor to provide that thirty (30) days' notice written notice to County in the event of any material change in the limits of liability or of any cancellation or non-renewal of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence, or aggregate limit as noted below, and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Motor Vehicle Liability Insurance..... \$1,000,000
- (c) Professional Liability..... \$1,000,000/aggregate
- (d) Cyber Liability.....\$5,000,000/aggregate

With the exception of Professional Liability/Cyber Liability, and Workers' Compensation and Employer's Liability, County and its officers, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be materially changed or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the

contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to

discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Except for County Data, which is the sole responsibility of County to back up, Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment or after termination of this Agreement. All such

Contractor records shall be subject to the examination and/or audit by County or as otherwise required by applicable law.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents relating directly to this Agreement on one-week advance written notice, and at County's expense.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Michael Wentworth, Director/Chief Information Officer
Address: 455 County Center, Redwood City, CA, 94063
Telephone: (650) 363-4548
Email: mwentworth@smcgov.org

In the case of Contractor, to:

Name/Title: Tyler Technologies, Inc ("LEGAL NOTICE")
Address: 7701 College Boulevard, Overland Park, KS 66210
Attn: Legal Department
Email: legal@tylertech.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement

amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

21. Reserved.

22. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO COUNTY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE FEES PAID BY COUNTY TO CONTRACTOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION 8 (HOLD HARMLESS).

23. EXCLUSION OF CERTAIN DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

24. Dispute Resolution

County agrees to provide Contractor with written notice within thirty (30) days of becoming aware of a dispute. County agrees to cooperate with Contractor in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with Contractor's appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If parties fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of the parties may assert their respective rights and remedies in the California Superior Court for the County of San Mateo or the United States District Court for the Northern District of California. Nothing in this section shall prevent County or Contractor from seeking necessary injunctive relief during the dispute resolution procedures.

25. Service Level Agreement & Warranty

a. Service Warranty

Contractor warrants to County that the functionality or features of the SaaS Services will substantially perform as communicated to County in writing, or their functional equivalent, but Socrata has the right to update functionality. The support policies may change but will not materially degrade during the term. Contractor may deprecate features upon at least 30 days'

notice to County, but Contractor will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at <https://support.socrata.com>.

b. Uptime Service Level

Contractor will use commercially reasonable efforts maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below (excluding maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by County, County's technology or County's suppliers or contractors, Service is not in the production environment, County are in breach of this Agreement, or County have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA	Credit
99.9%	3% of monthly fee for each full hour of an outage that adversely impacted County's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or \$1,800.00, whichever is less, and the minimum credit cannot be less than \$100.00.

c. Limited Remedy

County's exclusive remedy and our sole obligation for our failure to meet the warranty under Section 26 is the provision by us of the credit for the applicable month, as provided in the chart above (if this Agreement is not renewed then a refund in the amount of the credit owed); provided that County notifies Contractor of such breach of the warranty within thirty (30) days of the end of that month.

26. Rights Granted

As of the execution date of this Agreement, Contractor grants to County the non-exclusive, non-assignable limited right to use the SaaS Services on a subscription basis. The SaaS Services will be made available to County according to the terms of the SLA. County may use the SaaS Services to access updates and enhancements to the SaaS Services, as described in Section 25 (Service Level Agreement). Unless otherwise, terminated County's right to access or use the SaaS Services will terminate at the end of the subscription period defined in this Agreement.

27. Usage Limits

During the subscription period, Contractor reserves the right to exercise the usage limits set forth in Exhibit A. If County exceeds a contractual usage limits, Contractor may work with County to seek to reduce County's usage so that it conforms to that limit. If County is unable or unwilling to abide by a contractual usage limit, or if County wishes to add additional Users, Data Storage, it will require a written contract amendment or modification for additional quantities of the applicable SaaS Services.

28. Ownership

- a. This Agreement does not provide County with title or ownership of the SaaS Services, but only a right of limited use as further delineated herein. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Contractor pursuant to this Agreement are the proprietary property of Contractor and its licensors. All right, title, and interest in and to such items, and if applicable anything developed by Contractor under this Agreement, including all associated intellectual property rights, remain only with Contractor. County may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Agreement. Contractor reserves all rights unless otherwise expressly granted in this Agreement. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, intellectual property rights in and to their own respective software, data, and documentation.
- b. When County uploads or provides County Data to the Data & Insights SaaS platform, County grants to Contractor a perpetual non-exclusive, worldwide, royalty-free, license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the County Data as needed in response to a User's use of the SaaS Services and as needed for the purpose of providing analytics to a User.
- c. The SaaS Services may provide County with functionality to make all or part of County Data available to the general public through one or more public facing websites. If applicable, County determines which County Data is shared publicly, and County is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of County Data, and the enforcement thereof. Once a User or Guest User makes County Data publicly available using the SaaS Services, Contractor has no control over a Public User's use, distribution, or misuse of County Data. Contractor has no liability or obligation to indemnify for such usage. Users and Guest Users have the ability within the SaaS Services to remove the public permissions applied to County Data.
- d. Contractor reserves the right to develop derivative data assets based on County Data County makes publicly available. Contractor may use, disclose, sell, and transfer the derivative data assets for any lawful purpose, including but not limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
- e. Contractor may develop derivative data assets and insights based on aggregated, anonymized views of County's non-public data for the purposes of improvement and enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.
- f. Contractor may access County's non-public data for the purposes of providing maintenance and support.
- g. The Documentation is licensed to County and may be used and copied by County's employees for internal, non-commercial reference purposes only.
- h. County retains all ownership and intellectual property rights to the County Data. County expressly recognizes that except to the extent necessary to carry out Contractor's obligations contained in this Agreement, Contractor does not create or endorse any Data used in connection with the SaaS Services. During the term of the Agreement, County may export County Data as allowed by the functionality within the SaaS Services.

i. If County provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then Contractor (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to County.

29. Restrictions

a. County may not: (a) except as explicitly provided for herein, make the SaaS Services available in any manner in a separate Instances of the County's Site, or make the Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Contractor's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks. Provided however, nothing in this section shall restrict the County from accepting data from third party agencies, or providing User accounts to third party agencies, provided that the third party agency complies with all aspects of this Agreement.

b. County acknowledges and understands that the SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store data protected under the Family Education Rights and Privacy Act (FERPA), data from Criminal Justice Information Services (CJIS), or other sensitive data, and by using the SaaS Services, County acknowledges and agrees that County is using the SaaS Services at County's own risk and that County is solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the SaaS Services are designed and offered for use in this Agreement. If County intends on use the SaaS Services to store or transmit Protected Health Information (PHI), then the County shall notify Contractor and the parties will enter into a mutually agreeable Business Associate Agreement.

30. Usage by Internal County Users and Contractors.

County may allow County's internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Agreement, which access must be for County's sole benefit. County is responsible for the compliance with this Agreement by County's internal users and contractors.

31. County's Responsibilities

County (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Contractor promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with this Agreement and the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of County, as to its use of the SaaS Services, County Data, and instructions to Contractor regarding the same.

32. County Data Backup

County is providing Contractor a copy of County Data. Any laws and regulations governing County for retention of County Data remains County's responsibility. COUNTY IS SOLELY RESPONSIBLE FOR BACKING UP COUNTY DATA unless otherwise specifically agreed to in writing between Contractor and County.

33. APIs

Contractor will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Agreement. Subject to the other terms of this Agreement, Contractor grants County a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.

a. County may not use the APIs in a manner--as reasonably determined by Contractor--that constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Contractor can suspend County's access to the APIs on a temporary basis and provide notice to the County of the suspension. Contractor will restore the County's access upon the County's curing of such misuse. If the County does not cure such misuse within thirty (30) days of receiving written notice from Contractor, Contractor may terminate the County's access to the API.

b. Contractor may change or remove existing endpoints or fields in API results upon at least thirty (30) days' notice to County, but Contractor will use commercially reasonable efforts to support the previous version of the APIs for at least six (6) months from deprecation notice. Contractor may add new endpoints or fields in API results without prior notice to County.

c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Contractor ("Non-Tyler Applications"). County is solely responsible for development, license, access to and support of Non-Tyler Applications, and County's obligations under this Agreement are not contingent on access to or availability of any Non-Tyler Application.

d. Any open source code provided is provided as a convenience to County. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit County's limited right to use the SaaS Services for its internal business purposes.

34. Data Security Measures

In order to protect County's Confidential Information, Contractor will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and

will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). County acknowledges and agrees that Contractor's obligations with respect to Security Measures is subject to Section 29 (Restrictions) above.

35. Notice of Data Breach

If Contractor knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this agreement, Contractor will alert County of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Contractor will provide notice in accordance with applicable federal or State data breach notification laws.

36. Professional Services or Other Services Warranty

Contractor will perform the implementation-related services in a professional manner, consistent with industry standards. In the event Contractor provides services that do not conform to this warranty, Contractor will re-perform such services at no additional cost to County.

37. County Assistance

County acknowledges that the implementation of the SaaS Services is a cooperative process requiring the time and resources of County's personnel. County agrees to use all reasonable efforts to cooperate with and assist Contractor as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Contractor to schedule the implementation-related services outlined in the SOW. Contractor will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by County's personnel to provide such cooperation and assistance (either through action or omission).

38. Third-Party Services

County may be provided with access and usage of Third-Party Services through use of the SaaS Services. County must agree to such Third-Party Service contracts if County chooses to use those Third-Party Services. County will have access to the following Third-party Services for use within the software, however, the availability of any of these services is subject to change:

- a. Getty Images: Within the platform's perspective story tool, customers have access to a library of images available for use in their story pages, terms and conditions located at <http://www.gettyimages.com/connectterms>.
- b. Mapbox: Within the platform's visualization suite, the current mapping visualizations are powered by Mapbox, terms and conditions located at <https://www.mapbox.com/legal/tos>.

c. Mapquest: Geocoding provider that matches user-provided addresses with geographic coordinates for display on map visualizations terms and conditions located at <http://hello.mapquest.com/terms-of-use/>.

Disclaimer. County acknowledges that Contractor is not the provider of any Third-Party Services. Contractor does not warrant or guarantee the performance of the Third-Party Services.

39. Suspension of SaaS Services

Although Contractor has no obligation to screen, edit or monitor the County Data or Public User content posted on SaaS Services, if, in Contractor's reasonable judgment, Contractor discovers County's use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Agreement, Contractor may temporarily suspend the SaaS Services, or Users' access thereto. Unless County has conducted unscheduled penetration testing or unscheduled performance testing, Contractor will use commercially reasonable efforts to provide County with notice and an opportunity to remedy such violation or threat prior to such suspension. Any unscheduled penetration testing or unscheduled performance testing conducted by County will result in immediate suspension of the SaaS Services.

40. County Lists

County agrees that Contractor may identify County by name in County or client lists, marketing presentations, and promotional materials. Additionally, Contractor may release routine past performance information ("PPI") regarding work and services performed by Contractor under this Agreement for the purposes of responding to proposals for new work. PPI will not require approval from County. Furthermore, County will allow Contractor to use its name, including the name of any related project for which the SaaS Services will be used to support, in a press release relating to the SaaS Services, and Professional Services hereunder. Contractor shall allow County to review, modify, and authorize, as reasonably necessary, such press release prior to its publication.

41. Confidentiality

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential Information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law ("Confidential Information"). Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- a. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- b. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- c. a party receives from a third party who has a right to disclose it to the receiving party; or

d. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event County receives an open records or other similar applicable request, County will give Contractor prompt notice and otherwise perform the functions required by applicable law.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: TYLER TECHNOLOGIES, INC.

Sam Franklin Williams III
Sam Franklin Williams III (May 15, 2025 17:41 CDT)

Contractor Signature

May 15, 2025

Date

Sam Franklin Williams III

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Subscription and support for the County's existing open data platform utilizing the Contractor's open data Software as a Services (SaaS) solution, Socrata Connected Government Cloud Program Edition (SOC-SCGC-PRO).

1. OBJECTIVES

- Enhance data transparency and promote collaborative data sharing.
- Support evidence-based decision-making and operational efficiency.
- Improve communication and community engagement.
- Deploy advanced analytics and predictive modeling for informed policy-making.

2. PLATFORM SPECIFICATIONS/REQUIREMENTS

The Socrata Connected Government Cloud Program Edition subscription includes access to a suite of products that support internal and public facing open data portals, publication of fiscal data, an automated metadata management system and granular access control, an analytics platform, as well as data accessibility and integration with third-party applications. The suite of products includes access to the following:

- Open and Enterprise Data Portals - supports both internal and external interfaces, facilitating the streamlined sharing and management of data.
- Open Checkbook - supports the publication of financial data from Sherpa, the County's budget system, and includes data visualizations from budget information to actual expenditures by program.
- Open Performance - provides internal and public dashboards for performance management.
- Developer Resources - provides a user-friendly interface where developers can explore, test, and understand the capabilities of our current open data platform.

The usage of Socrata Connected Government Cloud Pro is limited to:

- Unlimited Monthly Active Users (Data Publishers and Viewers)
- 500,000 External Application Programming Interface(API) calls
- 2TB of data storage

3. COMPLIANCE AND ACCESSIBILITY

During the term of this Agreement, Contractor shall maintain substantial conformance with applicable WCAG 2.1 AA guidelines and the Americans with Disabilities Act (ADA), subject to applicable exceptions, for all public-facing portals. This includes but is not limited to, making all visualization features fully accessible and adjustable to accommodate users with disabilities.

Contractor will continue to conduct reviews to identify and address remaining accessibility issues to ensure that our products substantially conform to the most current WCAG and ADA standards.

4. SERVICE LEVEL PERFORMANCE AND SUPPORT

Support for this Agreement is provided at the Silver level support tier. The services included in this support tier are phone and email support during the support hours of operations, access to the online knowledge base, and thirty (30) hours of coaching.

Support requests can be logged in the following manner:

Contact Method Details:
Telephone 1-888-997-6762 (toll-free)
Email datainsights-support@tylertech.com

Support Hours of Operations are weekdays 6:00 am - 6:00 pm (Pacific Standard Time), excluding U.S. Federal Holidays.

Response and Resolution Times:

Priority	Response Target Time	Resolution Target Time
Urgent	1.5 hour	1 day
High	3 hours	15 days
Normal	8 hours	25 days
Low	16 hours	30 days

Additional information can be found in Exhibit B.

5. EDUCATION/TRAINING

Standard education (included with the Data Platform) includes access to all on-demand and live trainings as part of the SaaS subscription. Users get unlimited access to the learning management system which includes a mix of virtual, self-led, and in-person training modules on solution features and methodology which can be accessed at learn.socrata.com.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Subscription for Socrata Connected Government Cloud Program Edition – Year 1 Product SKU: SOC-SCGC-PRO Product Description noted in Exhibit A, Section 2.	\$199,000
Subscription for Socrata Connected Government Cloud Program Edition – Year 2 Product SKU: SOC-SCGC-PRO Product Description noted in Exhibit A, Section2.	\$199,000
Subscription for Socrata Connected Government Cloud Program Edition– Year 3 Product SKU: SOC-SCGC-PRO Product Description noted in Exhibit A, Section 2.	\$204,970
Subscription for Socrata Connected Government Cloud Program Edition – Year 4 Product SKU: SOC-SCGC-PRO Product Description noted in Exhibit A, Section2.	\$211,119
Subscription for Socrata Connected Government Cloud Program Edition – Year 5 Product SKU: SOC-SCGC-PRO Product Description noted in Exhibit A, Section2.	\$217,453
TOTAL:	\$1,031,542

The County shall pay the Contractor, upon receipt of an invoice, for subscription costs and/or services rendered. Each invoice submitted must include the following, at a minimum:

- PO Number or Agreement #
- Time period covered
- Breakdown of labor, materials, and taxes, if applicable
- Net Amount for which payment is due

Payments shall be made withing Net 45 days from the date of the applicable, undisputed invoice.

Exhibit C

DATA & INSIGHT SUPPORT POLICY

Support Policy

The most recent Support Policy is available online at <https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy>. The Support Policy may be updated from time to time. Please select “follow” from the aforementioned link to receive email notifications when updates to the Support Policy are made.

Last Updated: May 1, 2025, 3:05 PM

Data & Insights offers comprehensive Customer Support Programs to our customers. The Customer Support Program will be referenced in the license agreement or order form for Data & Insights. This document describes the policies that govern the Data & Insights Customer Support Programs. It defines the Customer Support Programs, their coverage levels, priorities, and response times. Should you require further information, please contact your Data & Insights Client Success Manager.

Contents

- [Customer Support Programs](#)
- [Hours of Operations \(“Business Hours”\)](#)
- [Submitting a Support Request](#)
- [Support Request Handling](#)
- [Customer Support Request Priorities](#)
- [Support Request Target Resolution Times](#)
- [Scope of Support](#)

Customer Support Programs

We are committed to helping you make your Data & Insights solution a success. We understand that each organization has unique needs, and our Customer Support Programs are designed to let you choose the right program to meet your team needs. To ensure your success, we offer the following customer support plans with various services included as defined by the program.

Support Services	Basic	Silver	Gold	Platinum
Phone and Web Support	12x5*	12x5*	12x5*	12x5*
Online Knowledge Base	X	X	X	X
Service Level Agreement		X	X	X

Coaching		30 hours	75 hours	150 hours
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**12x5 defined as: 6:00am - 6:00pm PDT, Monday-Friday, excluding US Federal Holidays ("Business Hours")*

Managed Care Programs

In addition to the programs above, Data & Insights offers Managed Care Support services for customers with a custom Data & Insights Solution. A Managed Care Support Program offers technical maintenance to support the long term success of a custom Data & Insights Solution, ensuring that development resources required to maintain the performance of a custom Data & Insights Solution are available.

Additional Support Services	Basic	Silver	Gold	Platinum
Managed Care Program	N/A	X	X	X
Development Hours	N/A	15	50	150

If you have previously purchased one of our legacy programs such as Support - Premier, please contact your Client Success Manager for more information.

Online Support

Data & Insights Customer Support is a service provided for reporting and tracking issues with the Data & Insights platform and products. It includes the ability to enter new requests and track the status and any updates regarding previously reported issues. The Customer Support Center is accessed through the Knowledge base at <https://support.socrata.com/>. Web support allows customers to use Tyler's support portal at <https://www.tylertech.com/client-support/data-insights-support> to receive assistance.

Online Knowledge Base

The Data & Insights online knowledge base is available at <http://support.socrata.com/home>. The portal provides the online how-to guides, frequently asked questions, videos, and a library of information to support a best practices approach to using Data & Insights. It also serves as a portal for accessing the other support features.

Phone Support

The Phone Support option allows users to call Customer Support Specialists ("CSS") at 1-(888)997-6762 and receive assistance over the phone. All requests logged over the phone can be statused online.

Coaching

[Coaching](https://support.socrata.com/hc/en-us/articles/115010782688-Data-Insights-Coaching-Overview) (<https://support.socrata.com/hc/en-us/articles/115010782688-Data-Insights-Coaching-Overview>) hours allow access to one of Data & Insights' Technical Consulting Coaches by phone and screen share. These hours can be used for questions or issues with data ingress, publishing datasets, curating visualizations, creating stories, and other topics once an implementation is complete.

Hours of Operations ("Business Hours")

Data & Insights Customer Support is available during the following business hours (Pacific Standard Time) weekdays 6:00 am - 6:00 pm, excluding U.S. Federal Holidays.

Data & Insights Customer Support will observe the following US Federal holidays (CSS will not be available these days):

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

For information at any time on the status of Data & Insights' platform and services, we maintain a status site at <http://status.socrata.com/>. We recommend all customers subscribe to updates.

Submitting a Support Request

Support requests can be logged in the following manner (according to your support plan):

Contact Method	Details
Telephone	1-888-997-6762 (toll-free)
Web	https://www.tylertech.com/client-support/data-insights-support

A Support request is a single, reproducible problem, issue, symptom or question relating to the Data & Insights software that requires assistance to resolve. Data & Insights will work with the customer contact to resolve the Support Request. Examples of how requests may be resolved (closed) include:

- The end-user advises that the Support Request is resolved or can be closed.
- The issue is found not to be due to an error in the Data & Insights software.

- Information is provided to the end-user on how to correctly use the Data & Insights software.
- A workaround to achieve similar results is provided and accepted by the end-user.
- The end-user is informed that a version release that contains the required correction is scheduled.
- The Support Request is a feature request or enhancement and has been logged with the product team and prioritized accordingly.
- The Support request is a change in existing functionality and has been prioritized as a product enhancement.
- The Support Request is identified as a third party vendor issue and the end user agrees that the Support Request can be re-assigned to the third party for resolution.
- It is determined that the end-user would benefit from additional training and education on the Data & Insights software and recommendations are made accordingly.
- The issue cannot be reproduced in a standard environment and has been referred to Data & Insights Consulting Services to assess End User local and/or environmental issues.
- The Support Request has been open for more than 10 consecutive business days awaiting a response from the end-user.

Support Request Handling

There are typically four phases in the process to resolution for a Customer Support Request:

Phase	Process	Response Definition
Initial Response	A Customer Support Specialist reviews logged customer issues and confirms receipt of the issue and has logged all relevant information.	The initial response is defined as the time from when an issue was logged by a Customer and the Customer Support Specialist is assigned and confirms receipt of the issue.
Analysis / Problem determination	The CSS will analyze and confirm they can replicate the issue. This phase may require the Customer to provide additional information and/or test scenarios. The CSS will determine if the issue is a bug and escalate to the product engineering team for scheduling into an upcoming product release. The CSS may also be able to provide a reasonable workaround.	This stage starts the definition of the Resolution response time. The Resolution time is defined as the time from when the issue was replicated to the time a reasonable correction or workaround was delivered to the customer.

Monitor	A reasonable workaround or correction has been delivered to the Customer, and the assigned Customer Support Specialist is awaiting feedback from the Customer to verify that the solution resolves the request.	The Customer will have up to 5 business days to test and confirm the workaround or correction reasonably resolves the problem.
Close / Resolution	The workaround or correction provided has been confirmed to resolve the issue.	If a Customer does not provide confirmation within 5 business days after receiving the reasonable resolution, the request will be closed.

Note: All issues confirmed as enhancement requests do not qualify under the SLA commitment policies. These requests will be documented with our product development team for consideration in a future release.

The web interface at <https://support.socrata.com/hc/en-us/requests/new> is a good method of submitting tickets to the Data & Insights Support team. Customers may submit any issue online, and monitor previously submitted issues. To log an issue with the Data & Insights Support team, as well as monitor previously submitted issues, customers can use the web interface at <https://www.tylertech.com/client-support/data-insights-support> or call our support line at 1-888-997-6762.

Customer Support Request Priorities

Each Customer Support Request is assigned a priority by Data & Insights based on the technical severity of the request. The combination of the Customer Support Program and Request Priority determines the SLA commitment time frame. Request Priority is determined by:

- The Customer's ability to use the software to execute the intended business function;
- The extent to which the Customer is unable to perform that function; and
- The impact on the Customer's business in the standard use of the functionality as designed by Data & Insights.

Priority	Tyler Support Portal Label	Recommended Contact Method	Description
Urgent	Critical	Phone	Data & Insights production environment is not available or core functionality is critically affected or data loss or data integrity compromised or widespread failure; no acceptable workaround or alternative solution available.

High	High	Phone	Data & Insights production environment is seriously affected; required functionality use is restricted or unusable; no acceptable workaround or alternative solution is available.
Normal	Medium	Web	Data & Insights functionality is restricted but operational, or some operations are impaired; an acceptable workaround or alternative solution is available to resolve the restriction or limitation and allow reasonable use of the production environment.
Low	Non-critical	Web	Data & Insights is generally unaffected; general usage questions, enhancement requests, product education, change to documentation; an acceptable workaround or alternative solution is either available or not required.

Support Request Target Resolution Times

Customer Support Requests requiring product code changes will not be held to the corresponding Resolution Times; however, in the case of a product defect, with an Urgent priority, reasonable attempts will be made by Data & Insights Engineering to provide a correction and/or Customer Support to supply a workaround. Customer Support Requests are often resolved more quickly than the target times.

First Response Times	Basic	Silver	Gold	Platinum
Urgent	2 hours	1.5 hours	1 hour	1/2 hour
High	4 hours	3 hours	2 hours	1 hour
Normal	8 hours	8 hours	4 hours	3 hours
Low	24 hours	16 hours	12 hours	8 hours

Note: All hours refer to hours as counted during our business hours.

Target Resolution Times*	Basic	Silver	Gold	Platinum
Urgent	1 day	1 day	1 day	1 day
High	20 days	15 days	10 days	5 days
Normal	30 days	25 days	20 days	10 days
Low	60 days	30 days	25 days	20 days

Note: Days are defined as Business days. *The response and resolution time targets listed represent a standard of average response and resolution times for all customers over a weekly average for all issues logged, rather than a resolution time for a single issue.

Defect Resolution Process

Customer Support Requests reported to Data & Insights may be confirmed as a product defect. In the event that a product defect is confirmed and a fix is required, Data & Insights will take reasonable measures to ensure a timely release of a fix to the product defect, in keeping with our current standards for software development, testing, quality assurance, and production release.

The following outlines the process for resolving a confirmed product defect:

1. Customer reports the issue to Data & Insights Customer Support and a Customer Support Request is created.
2. Data & Insights Customer Support works with the Customer to determine if the issue is a product defect and will document the symptoms and the steps followed to duplicate the issue. A defect report of the issue is created.
3. Once the issue has been documented, it is escalated to a Data & Insights Engineering Manager for additional troubleshooting and diagnostics. Data & Insights Customer Support will continue to provide updates to Customer.
4. Upon completion of diagnosis and understanding of cause and definition of correction required, the issue will be assigned to a Product Development team.
5. The Product Development Team will schedule into the appropriate release cycle and determine an estimated date for the release of the fix.
6. Quality assurance verifies the fix and confirms the estimated deployment date for the specified defect.
7. Customer Support will provide updates to the Customer during the process and when the fix has been deployed.
8. Customer will verify the fix in their environment and confirm it reasonably corrects the defect.
9. The Customer Support Request will then be closed.

Scope of Support

Support is provided whereby the end-user identifies a reproducible problem or issue related to the Data & Insights software that requires assistance to resolve.

For information about supported browsers, please visit: <https://support.socrata.com/hc/en-us/articles/202951618>

Examples of support requests that are included within a Support Plan:

- The Data & Insights software does not perform substantially in accordance with the current documentation.
- The end-user is unable to make the Data & Insights software platform perform substantially in accordance with the then-current documentation
- The end-user is unable to gain access to the Data & Insights software.
- The Data & Insights software does not appear to be operational or function as designed.

Examples of support requests that are NOT included within a Support plan (but not limited to):

- Issues arising where significant training is required to assist the customer. (These will require guiding customers to online education options or their CSM to provide them with an education program that is appropriate.)
- Issues arising from the completeness, accuracy or quality of data. (These can be resolved with a consulting services engagement)
- Changes to the Data & Insights environment that would normally relate to implementation activities, such as modifications to customizations, integrations, etc. (These can be resolved with a Consulting Services engagement)
- Bug defects caused by internet browsers outside of [Data & Insights' supported browsers](https://support.socrata.com/hc/en-us/articles/202951618-Data-Insights-Supported-Secure-Browsers) <https://support.socrata.com/hc/en-us/articles/202951618-Data-Insights-Supported-Secure-Browsers>).
- For support requests not included within a support plan, Data & Insights may respond to such requests on a time and materials basis.

Additional components of your Support Plan:

- New Releases: Features new capabilities and improvements in scalability and performance
- Maintenance Releases: Incremental changes that address any issues with the software that have been reported by the customer or through Tyler's own investigations.

Support Maintenance Schedule

Please see [Tyler Data & Insights Maintenance Window Policy article](https://support.socrata.com/hc/en-us/articles/202951578-Data-Insights-Maintenance-Window-Policy) (<https://support.socrata.com/hc/en-us/articles/202951578-Data-Insights-Maintenance-Window-Policy>) for more detail.

We at Data & Insights strive to maintain the highest levels of availability for its customer's sites. However, some maintenance may require us to bring our platform down for short periods of time in order to perform upgrades or network changes. This is a standard policy in the SaaS world

and gives us the chance to fix bugs, improve security, and add the capability for exciting new features while minimizing the disruption to our customer base.

We schedule maintenance windows once per month where we reserve the option to bring the Data & Insights platform down for maintenance and can be viewed at status.socrata.com.

The maintenance window schedule is subject to change. Data & Insights will provide a window maintenance schedule notice upon login for any scheduled maintenance outside of these normally scheduled times.

On-site maintenance notification reminders will be posted publicly on each Data & Insights-powered data site at least 48 hours before the beginning of the maintenance window. An alternative status page will be displayed during scheduled maintenance windows.







San Mateo County - Tyler Technologies Agreement Final2

Final Audit Report

2025-05-15

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