

**AMENDMENT NO. 7 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
TYLER TECHNOLOGIES**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Socrata, Inc., a wholly owned subsidiary of Tyler Technologies, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement for cloud services, an open data portal and GovStat on February 8, 2013 for an amount of \$52,372; and

WHEREAS, on June 18, 2013, an amendment was executed to increase the contract amount by \$359,856.00, and to extend the term through June 30, 2015; and

WHEREAS, on June 16, 2015, an amendment was executed to increase the contract amount by \$413,119.92, and to extend the term through June 30, 2017; and

WHEREAS, on June 17, 2016, an amendment was executed to add consulting services for the redesigning of the County's Measure A Dashboard, and to increase the contract amount by \$1,600.00, for a new not to exceed amount of \$826,947.92; and

WHEREAS, on July 20, 2016, an amendment was executed to add the procurement of software subscription licensing and support for the Contractor's Perspectives software, an online- software based tool, and to increase the contract amount by \$22,000.00, for a new not to exceed amount of \$849,147.92; and

WHEREAS, on June 27, 2017, an amendment was executed to increase the contract amount by \$444,583.92, for a new not to exceed amount of \$1,293,731.84, and to extend the term through June 30, 2019; and

WHEREAS, on April 30, 2018 Socrata was acquired and became a wholly owned subsidiary of Tyler Technologies, Inc. ("Tyler"); and

WHEREAS, Tyler (or "Assignee") will accept assignment of the Agreement; and

WHEREAS, on June 25, 2019, an amendment was executed to continue the Software as a Service for an Open Data application through June 30, 2019, but on July 1, 2019 replace Open Data with Socrata Connected Government Cloud – Program Edition, increase the contract amount by \$420,000, for a new not to exceed amount of \$1,713,731.84, and extend the term through June 30, 2021; and

WHEREAS, the parties wish to amend the Agreement to for the continuation of Software as a Service for the Socrata Connected Government Cloud – Program Edition, to increase the contract amount by \$420,000, for a new not to exceed amount of \$2,133,731.84 and to extend the term through June 30, 2023, with an option to extend the term through June 30, 2024.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 2 of the Agreement is amended to read as follows:

Contract Term: The term of this Agreement shall be from February 8, 2013 to June 30, 2023, unless terminated pursuant to Section 10 of the amendment entered into by the parties on June 25, 2019. Upon expiration of the term, the agreement may be extended for an additional year (“Option Year”) for a subscription term beginning July 1, 2023 and ending June 30, 2024. Client shall indicate written agreement to exercise this Option Year at least sixty (60) days prior to the end of the Initial Term. County’s right to access or use the SaaS Services will terminate at the end of this Agreement.

2. Section 3 of the Agreement is replaced as follows:

Payments: In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "A". 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. The County reserves the right to withhold payment if the County reasonably determines that the quantity or quality of the work performed is unacceptable and Contractor is unable to cure the deficiency within 10 business days of being notified of said deficiency by the County. In no event shall total payment for services under this Agreement exceed Two Million, Three Thirty-Three Thousand, Seven Hundred Thirty-One Dollars and Eighty-Four Cents (\$2,133,031.84).

3. Section 19 is supplemented as follows:

e. Restrictions.

- i. County may not: (a) except as explicitly provided for herein, make the SaaS Services available in any manner in separate Instances or domains of the Client’s SCGC 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.

- ii. County acknowledges and understands that the Socrata 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 to 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.

4. Original Exhibit A, Section II, Amount and Method of Payment is replaced with Revised Exhibit A, Section II, (rev. 04/12/2021)

Amount and Method of Payment:

ORIGINAL CONTRACT AMOUNT	\$52,372.00
RENEWAL FOR 2013-2015 (\$179,928 X 2 YEARS)	\$359,856.00
*RENEWAL FOR 2015-2017 (\$206,559.96 X 2 YEARS)	\$413,119.92
MEASURE A DASHBOARD REDESIGN (36 HOURS AT \$200 PER HR)	\$1,600.00
PERSEPCTIVES LICENCES AND SUPPORT PACKAGE	\$22,200.00
*RENEWAL FOR 2017-2019 (\$222,291.96 X 2 YEARS)	\$444,583.92
**RENEWAL FOR 2019-2021 (\$210,000 X 2 YEARS)	\$420,000.00
**RENEWAL FOR 2021-2023 (\$210,000 X 2 YEARS)	\$420,000.00

TOTAL **\$2,133,731.84**

****OPTIONAL RENEWAL FOR 2023-2024** **\$216,300.00**

*The renewal information below only applies to Contractor's Open Data Platform software coverage for the period July 1, 2015 through June 30, 2019.

Renewal includes:

- > Socrata Open Data Platform Usage Limits:
 - 350 Datasets
 - 2 templates and 20 public Dataslate pages
 - Unlimited Views and Visualizations
 - Unlimited Users
 - Unlimited Open Data APIs
 - Native support for geospatial data
 - Statewide Usage Analytics

- > Socrata Open Performance Platform Usage Limits:
 - 5 Dashboards
 - 100 Goals
 - 500 Datasets
 - Unlimited Views and Visualizations
 - Unlimited Users

- > Socrata Open Expenditures App

- > Socrata Open Data Support

** The renewal information below only applies to Contractor's Open Data Platform software coverage for the period July 1, 2019 through June 30, 2023 and the option year period July 1, 2023 through June 30, 2024.

Renewal includes:

Socrata Connected Government Cloud – Program Edition

The full Socrata product suite. Limits: Unlimited Monthly Active Users. 500k External API calls. 2TB of data storage. Includes Silver Support and Standard Education. Excludes Set-Up.

- SaaS Platform
- Operational Intelligence
- Performance Optimization
- Financial Insights Cloud

- Citizen Engagement
- 1 X-Connect Application

Contractor will provide County support for the SaaS Service at the Silver Support Level under the terms of Contractor's Support Policy, which is provided at: <https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy> Contractor will report scheduled maintenance windows, outages or other events affecting County on Contractor's support site.

Contractor will invoice the County on a monthly basis, for the actual hours worked during the previous period. The County will submit payment within thirty (30) days of receipt of invoice conditioned upon the approval of work performed during the billing cycle.

Each invoice will include the following:

- Agreement Number
- Purchase Order Number
- The net amount for which payment is due

5. Assignee hereby accepts assignment of the Agreement, subject to all of Socrata's rights, title, obligations, conditions, and interests therein.

6. **All other terms and conditions of the agreement dated February 8, 2013, as amended between the County and Contractor shall remain in full force and effect.**

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

For Contractor: Socrata, Inc., and Tyler Technologies, Inc.


Contractor Signature

May 17, 2021
Date

Hannah May
Contractor Name (please/print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board