

AMENDMENT

This amendment (“Amendment”) is made as of the date of the last signatory noted below by and between Tyler Technologies, Inc. (“Tyler” or “Company”) and the client identified in the signature block below (“Customer”).

WHEREAS, Tyler and the Customer are parties to an agreement (hereafter, “Agreement”) under which Tyler currently provides the Tyler Transparency module; and

WHEREAS, Tyler and Customer desire to amend the Agreement to replace Transparency with Tyler’s Socrata Open Finance module;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Customer agree as follows:

1. The items set forth in the Investment Summary attached hereto as Exhibit 1 are hereby added to the Agreement and subject to its terms, along with the terms of this Amendment.
2. Tyler Transparency is hereby removed from the Agreement as of the execution date of this Amendment. Upon such date, Customer’s license to use such software is terminated, as are Tyler’s obligations to support, maintain, host, and update such software.
3. There is no change in SaaS Fees payable as the fees (and increases, as applicable) for Tyler Transparency shall be payable for Tyler Socrata Open Finance.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement as previously amended shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

City of Columbia, Missouri

By: _____
John Glascock, Interim City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor *NT*

Tyler Technologies, Inc.

By: *Andrea Fravert* _____

Name: Andrea Fravert

Title: Director of Legal Affairs

Date: 11/15/19

Socrata Open Finance Terms

1. Definitions.
 - a. "SaaS Services" means Company'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.
2. Use of Service.
 - a. *Customer Owned Data.* Customer retains all ownership and intellectual property rights to all data, files, information, content and links uploaded or provided by Customer through the use of the SaaS Services. During the term of this agreement, Customer may export its Customer Data as allowed by functionality within the Service. When Customer uploads or provides Customer Data to Company's SaaS, Customer grants to Company a perpetual non-exclusive, worldwide, royalty-free, license to reproduce, publicly display, distribute, , and translate the Client Data as needed in response to Customer's use of the SaaS Services, or otherwise use by Public Users. Company may use aggregate anonymized data within the SaaS Services for purposes of enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.
 - b. *Reservation of Rights.* The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Company pursuant to this Agreement are the proprietary property of Company and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Company. Customer may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Agreement. Company reserves all rights unless otherwise expressly granted in this Agreement.
 - c. *Restrictions.* Company may not: (a) except as explicitly provided for herein, make the SaaS Services or 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 Company's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks.
 - d. *Access and Usage by Users and Contractors.* Customer may allow its users and third-party contractors to access the Service in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by its users and contractors.
 - e. *Public Users.* The Service provides Customer with functionality to publish all or part of Customer Data to the general public through one or more public facing websites. Customer determines which Customer Data is shared publicly, and Customer is responsible for determining the online terms of use and license relative to a public user's (Public User) use of Customer Data, and the enforcement thereof. Once a user publicly publishes Customer Data using the Service, Company has no control over a Public User's use or misuse of Customer Data. Users have the ability within the Service to remove the public setting applied to Customer Data and revert it to a private setting.
 - f. *Customer Responsibilities.* Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible all activity occurring under its account; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Company promptly of any such unauthorized access; (iv) may use the Service only in accordance with the Service's technical documentation (Documentation); (v) comply with all federal, state and local laws, regulations and policies of Customer, as to its use of the Service, Customer Data, and instructions to Company regarding the same.
 - g. *Company Support.* Company will provide customer support for the Service under the terms of Company's Customer Support Policy (Support) which is located at <https://support.socrata.com/hc/en-us>. Company will report scheduled maintenance windows, outages or other events affecting on Company's support site.
 - h. *Customer Data Backup.* Customer is providing Company a copy of Customer Data, and Company is not the system of record of Customer Data. Any laws and regulations governing Customer for retention of Customer Data remains Customer's responsibility. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP CUSTOMER DATA.
 - i. *API.* Company will provide access to its application-programming interface (API) as part of the Service if purchased under an order. Subject to the other terms of this agreement, Company grants Customer a non-exclusive, nontransferable, terminable license to interact only with the Service as allowed by the API. Customer may not use the API in a manner--as reasonably determined by Company--that exceeds the capacity limits in the order, constitutes

excessive or abusive usage, or fails to comply with any part of the API. If any of these occur, Company can suspend or terminate Customer's access to the API on a temporary or permanent basis. Company may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Customer, but Company will use commercially reasonable efforts to support the previous version of the API for at least 6 months. Company may add new endpoints or fields in API results without prior notice to Customer. The API may be used to connect the Service to hosted or on-premise software applications not provided by Company (Non-Company Applications). Customer is solely responsible for development, license, access to and support of Non-Company Applications, and Customer's obligation under this agreement are not contingent on access to or availability of any Non-Company Application.

- j. *Data Security Measures.* In order to protect Customer's Confidential Information, Company will: 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; (ii) 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; (iii) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (iv) 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).
- k. *Exclusion.* Company is not responsible for any data breach caused by Customer, its users or contractors, or otherwise arising from their technology or systems or networks (including but not limited to Non-Company Applications), or where Customer Data is used with a Trial Service.
- l. *Notice of Data Breach.* If Company knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this agreement, we will alert Customer 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, Socrata will provide notice in accordance with applicable State data breach notification laws.
- m. *Software Warranty.* Company warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client 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. Socrata may deprecate features upon at least 30 days' notice to Client, but Socrata 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>. Company 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 you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Agreement, or you have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA

99.9%

Credit

3% of monthly fee for each full hour of an outage that adversely impacted Client'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.

Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under this Section M 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 you notify us of such breach of the warranty within thirty (30) days of the end of that month.

3. Other Terms.

- a. *Third-Party Platform Service.* Customer may be provided with access to certain third-party web-based components as part of the Service (example without limitation, AWS Hosting third-party stock photos, public datasets, and third-party maps) (Third-Party Services). Customer must agree to such Third-party Service contracts if it chooses to use those third-party services. Such Third-Party Services will be solely governed by such third-party service contracts, and are provided AS-IS. Customer acknowledges that Company is not the provider of any Third-Party Platform Services. We do not warrant or guarantee the performance of the Third-Party Platform Services.
- b. *Open Source Code with the API.* Company does not own any open source code that may be provided with the API and it is provided as a convenience to Customer. 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 Client's limited right to use the SaaS Services for its internal business purposes.
- c. *Federal Application.* The Service and Documentation is a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire only those rights in the Service and the Documentation that are provided under this agreement.
- d. *Feedback.* If Customer provides feedback or suggestions about the Service, then Company (and those it allows to use its technology) may use such information without obligation to Customer.



Exhibit 1

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following Investment Summary conflicts with a provision of this Amendment, the provision in this Amendment shall control.

Tyler and Customer desire to **replace Transparency with Tyler's Socrata Open Finance module**. There is no fee increase associated with this replacement.

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Quoted By: Ryan Blair
 Date: 3/25/2019
 Quote Expiration: 9/21/2019
 Quote Name: City of Columbia - ERP - Transparency to Open Finance Upgrade
 Quote Number: 2019-70071
 Quote Description: Transparency to Open Finance Upgrade

Sales Quotation For

City of Columbia
 701 E Broadway
 Columbia, MO 65201-4472
 Phone +1 (874) 573-7600

SaaS			One Time Fees			
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion	
Additional: Socrata Open Finance	1	\$25,000.00	0	\$0.00	\$0.00	\$0.00
Sub-Total:		\$25,000.00		\$0.00	\$0.00	\$0.00
<u>Less Discount:</u>		<u>\$25,000.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Install Fee - Socrata Open Finance	1	\$7,000.00	\$7,000.00	\$0.00
Sub-Total:				\$7,000.00
<u>Less Discount:</u>				<u>\$7,000.00</u>
TOTAL:				\$0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$0.00	\$0.00
Contract Total	\$0.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Comments

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.