



AMENDMENT NO. 2

This Second Amendment ("Amendment No. 2") to the Contract Documents for 16RFP118621B-TR, Organizational Performance Management Systems for Office of the County Manager, by and between Socrata, Inc., with offices at 255 South King Street, Suite 1100, Seattle, WA 98104, a wholly owned subsidiary of Tyler Technologies, Inc., ("Consultant"), and Fulton County, Georgia, a political subdivision of the state of Georgia, with offices at 141 Pryor St. SW Suite 1085, Atlanta GA, 30303 ("County") is effective January 1, 2019.

WHEREAS, Consultant and the County are parties to Contract No. 16RFP118621B-TR Organizational Performance Management System, originally approved by the Fulton County Board of Commissioners on September 21, 2016 (Item No. 16-0802), becoming effective on November 8, 2016 (hereinafter, "Agreement"); and

WHEREAS, the purpose of the Agreement is to provide a performance management system to facilitate the management and presentation of organizational performance information for the purposes of tracking and improving the efficiency, effectiveness and impact of county services, promoting accountability and informing and engaging citizens through a public website containing performance dashboards/modules and information on key goals and strategies; and

WHEREAS, Consultant and the County amended the Agreement via Amendment No. 1, which was approved by the Fulton County Board of Commissioners and became effective on August 2, 2017 (Item No. 17-0572) to a county wide performance management system utilizing software as a service (SaaS) model, and technical services in order to support the implementation of five (5) new modules forms: open budget; open expenditures; open payroll; capital project explorer; and budget and performance dashboard; and

WHEREAS, the Agreement was included on the County's "Renewal of annual licensing, maintenance and support agreements for intellectual property," codified as Fulton County Code § 102-386, in 2017 and 2018, and adopted by the Board of Commissioners on January 24, 2018 (Item No. 18-0044); and

WHEREAS, the County has determined that the current system should be replaced with additional modules and services; and

WHEREAS, the Consultant has performed satisfactorily over the period of the contract; and

WHEREAS, the Consultant and the County desire to amend the terms of the Agreement by Amendment No. 2 as provided herein.

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

1. The term of this Amendment No. 2 is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated, subject to appropriation of funding annually by the Board of Commissioners each pursuant to the process specified in Fulton County Code § 102-386. The

- Agreement, as amended by Amendment No 2, will renew automatically each year, subject to its approval pursuant to Fulton County Code § 102-386, the renewal of annual licensing maintenance and support agreements for intellectual property policy and process; unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term.
2. The County's right to access or use the SaaS Services will terminate at the end of this Agreement, as amended.
 3. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment No. 2 are hereby added to the Agreement as of January 1, 2019.
 4. For years 2 and 3 as contemplated by Amendment No. 2, the County's Data Storage is capped at a 20% increase for each year, namely, 9.2 TB of Data Storage for year 2, and 11.5 TB for year 3.
 5. The following Socrata Software as a Services (SaaS) are hereby removed from the Agreement as of January 1, 2018:
 - a. Capital Projects Explorer (500k – 1M)
 - b. Open Budget (500k – 1M)
 - c. Open Expenditures (500k – 1M)
 - d. Open Payroll (500k – 1M)
 6. The Statement of Work for the Professional or Other Services attached hereto as Exhibit 2 is hereby incorporated into the Agreement, as amended by Amendment No. 2.
 7. The following amendments to Exhibit A: General Conditions are agreed to:
 - a. Amend Article 15. **TERMINATION FOR CONVENIENCE OF COUNTY** by replacing the first paragraph with the following:

"Notwithstanding any other provisions, the County may terminate this Agreement for its convenience upon thirty (30) days written notice of such termination to Consultant."
 - b. Add the following language to the first paragraph of Article 20. **WARRANTIES AND DISCLAIMERS; LIMITATION OF LIABILITY:**

"In the event Consultant provides services that do not conform to this warranty, Consultant will re-perform such services at no additional cost to the County."
 - c. Add the following language to Article 22 **INDEMNIFICATION**, Section 22.1 General Indemnity and Section 22.2 Intellectual Property Indemnification by Consultant: "Consultant's obligations under this Section will not apply to the extent the claim or adverse final judgment is based on the County's use of the SaaS Services in contradiction of this Agreement, as amended, including with non-licensed third parties, or County's willful infringement.
 - d. Update Article 34. Notices with the following:

Notices to Consultant shall be addressed as follows:

Socrata, Inc., a wholly owned subsidiary of Tyler Technologies, Inc.
Attention: Chief Legal Officer Abby Diaz
One Tyler Drive
Yarmouth, ME
04096
E-mail: DI-Contracts@tylertech.com

Copy to:
Socrata, Inc., a wholly owned subsidiary of Tyler Technologies, Inc.
255 South King Street, Suite 1100
Seattle, WA 98104

8. The following definitions are added to Exhibit B: Special Conditions:
 - a. "External API Calls" means any request made by a user that is not logged in against the SaaS Services. Unless otherwise agreed to in the Investment Summary, after the initial twelve (12) months of the Agreement, as amended by Amendment No. 2, and on the anniversary of every twelve months thereafter, if approved as provided within this Amendment No. 2, the pricing for the SaaS Services, based on the External API Calls, will be adjusted to the correlating pricing terms based on the average of the number of External API Calls over the previous six (6) months.
 - b. "Investment Summary" means the agreed upon cost proposal for the products and services attached as Exhibit 1.
 - c. "Monthly Active Users" means an internal user that accesses the Services more than ten times per month. The number of Monthly Active Users that are authorized to use the Services for the Agreement, as amended, are identified in the Investment Summary. Unless otherwise agreed to, after the initial twelve (12) months of the Agreement, as amended by Amendment No. 2, and on the anniversary of every twelve months thereafter, if approved as provided within this Amendment No. 2, the pricing for the Services, based on the Monthly Active Users, will be adjusted to the correlating pricing terms, based on the on the average of the number of Monthly Active Users for the previous six (6) months.
 - d. "SaaS Services" means Consultant's off the shelf, cloud-based software service and related services, including maintenance and support services, as specified under this Agreement, as amended. 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.
9. The following terms and conditions are added to are added to Exhibit B: Special Conditions, Subscription Terms of Use:
 - a. Consultant retains all ownership and intellectual property rights to the SaaS Services. Subject to subpart 9 (b) herein, when the County uploads or provides County Data to Consultant's SaaS Services, the County grants to Consultant a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the County Data as needed in response to a Monthly Active User's use of the SaaS Services, or otherwise use by Public Users. Consultant 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. The County retains all ownership and intellectual property rights to the Data. The County expressly recognizes that except to the extent necessary to carry out Consultant's obligations contained in this Agreement, Consultant does not create or endorse any Data used in connection with the SaaS Services. During the term of the Agreement, as amended, the County may export County Data as allowed by the functionality within the SaaS Services.
10. In the event of any inconsistency between the Agreement and this Amendment No 2, this Amendment No 2 shall control.
11. Except as expressly provided in this Amendment No 2, all of the terms and provisions of the Agreement will remain in full force and effect.

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

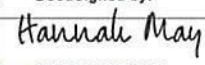
FULTON COUNTY, GEORGIA

SOCRATA, INC.
(a wholly owned subsidiary of
Tyler Technologies, Inc.)

OWNER:

CONSULTANT:



DocuSigned by:

93D3835786804F5...

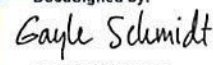
Robert L. Pitts, Chairman
Board of Commissioners

Hannah May
Senior Corporate Attorney

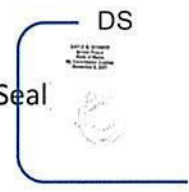
ATTEST:

ATTEST:


Jesse A. Harris
Clerk to the Commission

DocuSigned by:

063874C5E390459...

Notary



(Affix County Seal)

(Affix Notary Seal)

APPROVED AS TO FORM:

DocuSigned by:

2277A2CEE73F4E4...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

4E2CB9CD5D094BA...

Anna Roach
Chief Operating Officer

ITEM # 18-0999 RCS 12/19/18
RECESS MEETING



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 sales quotation conflicts with a provision of this Contract Change Notice, the provision in this Contract Change Notice shall control.



Quoted By: Christopher King
 Quote Expiration: 12/31/2018
 Quote Name: Fulton County SCGC
 Quote Number: 2018-59275
 Quote Description: Fulton County SCGC
 Contract Start Date: 1/1/2019
 Contract End Date: 12/31/2019

Sales Quotation For
 Fulton County
 141 Pryor St SW Ste 1085
 Suite 1085
 Atlanta, GA 30303-3487
 Phone: +1 (404) 612-3217

	Year 1	Year 2	Year 3	Grand Total
Recurring Costs	\$600,000.00	\$660,000.00	\$726,000.00	\$1,986,000.00
One Time Cost	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$600,000.00	\$660,000.00	\$726,000.00	\$1,986,000.00

Tyler Software and Related Services - Annual

Description	Quantity	List Price	Sales Price	Annual Uplift	Net Price
Software					
Socrata Connected Government Cloud - Organization Edition	1	\$618,557	\$600,000	10%	\$600,000
TOTAL:					\$600,000

Socrata, Inc.

Customer

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

Socrata Connected Government Cloud - Organization Edition SOC-SCGC-ORG

Socrata Connected Government Cloud - Organization: Full Socrata product suite. Limits: Up to 100 Monthly Active Users, Up to 5M External API calls, Up to 8TB of data storage, Up to 30K Alerts/month. Includes Support and Education. Excludes: Set-Up

ITEM #18-0999 RCS 12/19/18
 REGESS MEETING

- **Billing Inquiries.** Any billing inquiries by Customer should be directed to Socrata's Billing Department at 206.340.8008, fax at 206.452.2010, email at accounts_receivable@socrata.com or by writing Billing Department, 705 5th Avenue South, Suite 600, Seattle, WA 98104. Unless expressly set forth in the Order, fees in the order are exclusive of taxes, travel and expenses, and third party reseller fees.
- **No PO Terms Apply.** Pre-printed additional or conflicting terms included in Customer's purchase order form do not apply to this order and are rejected by Socrata (unless Socrata physically signs the Customer purchase order).
- **Binding When Signed by Both Parties.** This order is binding upon signature of both parties (except if the purchase is administered through a reseller leveraging a contract vehicle (e.g., GSA, NASPO), then this order is binding when Socrata accepts the purchase order from reseller).
- **Governing Agreement.** This order is governed by (a) the written platform services agreement signed by both parties; (b) if no written agreement is signed, then the Terms of Service found at <http://socrata.com/terms-of-service/>; or (c) if through reseller leveraging a contract vehicle (e.g., GSA, NASPO), the then-current Socrata GSA platform subscription at http://www.carahsoft.com/application/files/1814/8606/0631/Mod_-_1000_-_Socrata_CSA_and_Carahsoft_Rider_-_GSA-vetted_and_approved_1...pdf, which is incorporated herein by reference. (Agreement).
- **Prime Contracting Issues.** If Customer is a Prime Contractor, the Prime Contractor is deemed the "Customer" under this order, the end user is the user of the software services, and Socrata is a third-party software service provider. Prime Contractor is responsible for all payments under this order.
- **Customer Billing Contact.** If Customer requires a purchase order for Socrata to receive payment, a purchase order must be approved and a copy submitted together with this order by reference. If Customer does not issue purchase orders, Customer hereby provides the reference number and billing address for all invoices and agrees to promptly update Customer should such information change.