Corporate Agreement Number

T10-MST-432

for

Social Data Platform Software and Purchased Services

between the

State of Washington

Department of Information Services

and

Socrata

Effective Date: June 25, 2010

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State of Washington
Department of Information Services

Corporate Agreement Number TT10-MST-432z

For

Social Data Platform and Purchased Services

Parties

This Corporate Agreement T10-MST-432 ("Agreement") is entered into by and between the state of Washington acting through the **Department of Information Services,** an agency of Washington State government ("DIS"), and Socrata, a corporation licensed to conduct business in the state of Washington, ("Vendor" or "Socrata") located at 101 Yesler Way, Suite 502 Seattle, WA 98104 for the purpose of providing licenses for **Social Data Platform** Software and related products and services.

Recitals

Whereas, the state of Washington acting by and through the Department of Information Services, has the authority to enter into Corporate Agreements with a manufacturer or provider of an information technology product or service where significant advantages will result to the State when DIS uses its leverage as a corporate buyer; and

Whereas, Vendor is the owner and provider of a software application services that is of use to the State; and,

Whereas, the Department of Information Services has determined that entering into a Corporate Agreement with Vendor will meet the needs of State purchasers and will be in the State's best interest;

Now therefore, DIS enters into this contract with Vendor for the provisioning licenses for Social Data Platform Software and related services ("Products and Services") at the Prices set forth on *Schedule A* in accordance with the terms and conditions of this Agreement.

This Agreement is an optional use contract that neither financially binds the State nor otherwise obligates the State to purchase any Services hereunder. Nor does this Agreement prevent the State from purchasing similar Products and Services from other sources. This Agreement is not for personal use.

1. Background/Purpose

Socrata is a social network that aggregates public data from around the world in a single destination. Socrata believes it is the community around data that matters, and the product is designed to capture the ability to share data and data structures easily. Socrata's Software as a Service tool offers a government the opportunity to have a Web site intended to increase agencies' transparency; promote civic participation and community collaboration; and improve policymaking. Building on more than a year of beta test feedback from more than 40,000 public and private sector customers, Socrata.com initially is providing free access to more than 200 public datasets. A public dataset is simply information in a variety of media, primarily text and numbers, as well as richer embedded media types such as documents, pictures, audio and video. These public datasets may be collected, formatted, and published online by government agencies on .gov Web sites (U.S.), or by engaged citizens directly on the socrata.com site. Numerous organizations have worked to consolidate resources for citizens to access government (local, state and federal) budget spending, stimulus spending, lobbyist spending, legislative tracking, and more. Socrata targets non-technical internet users who want to view and share government, healthcare, energy, education, or environment data.

Socrata provides publicly available data in an interactive, social format that enables citizens to discover, read, manipulate and share publicly available data with merely a Web browser. Users can create customized views and filters of the data based on any criteria in the dataset such as state, zip code or income. Most importantly, these personalized views can then be saved and socialized through an entire social network, whether it be business colleagues, families or others supporting the same cause. As in other social networks, users can create profiles, post comments, rate content, and establish groups for sharing information privately. The social networking/ community part of Socrata comes with social networking functionalities like user-profile, latest activity, followers, friends, etc. This ability to socialize the data and share the data makes Socrata the only turnkey product currently offering this functionality.

2. Definitions

"Business Days and Hours" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

"Corporate Agreement" or "Agreement" shall mean this Corporate Agreement, all schedules and exhibits, and all amendments hereto.

"DIS" shall mean the Department of Information Services, the Purchaser hereunder.

"End User" shall mean DIS and those governmental or nonprofit entities that have entered into an interlocal or Customer Service Agreement with the Department of Information Services and have purchased Socrata pursuant to this Agreement.

"License" shall mean the Terms of Service attached hereto as Schedule B.

"Price(s)" shall mean charges, costs, rates, and/or fees charged for Products and Services under this Agreement and shall be paid in United States dollars.

"Program" shall mean the original computer software program and all whole or partial copies of this software program in whatever form or media provided. The Program consists of, but is not limited to, machine-readable instructions, its components, manuals and other such documentation, data, audio-visual content, (such as images, text, recordings, or pictures), and all other related materials provided pursuant to the terms and conditions of this Agreement.

"Proprietary Information" shall mean information owned by Vendor to which Vendor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

"Purchaser" shall mean the DIS Technology Brokering Services group.

"RCW" shall mean the Revised Code of Washington.

"Schedule A: *Price List"* shall mean the attachment to this Agreement that identifies the Products and Services and their corresponding Prices available under this Agreement.

"Schedule B: *Terms of Service"* shall mean the attachment to this Agreement that identifies End User license rights and responsibilities.

"State" shall mean the state of Washington, acting by and through DIS.

"Vendor" shall mean Socrata, its employees, subcontractors and agents.

"Vendor Account Manager" shall mean a representative of Vendor who is assigned as the primary contact person whom DIS or the DIS Business Manager shall work with for the duration of this Agreement and as further defined in the section titled **Vendor Account Manager**.

Agreement Term

3. Term

3.1. The initial term shall be approximately one (1) year, commencing on the Effective Date and continuing through June 30, 2011.

3.2. The term of this Agreement shall automatically renew for up to five one (1) year renewal terms unless either party notifies the other at least sixty (60) days before the end of the term of its desire not to renew the Agreement. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.

3.3. End User terms shall be stated on the Service Order Form executed between the End User and the Vendor. Service Order Forms or renewals entered into prior to the expiration or other termination of the Agreement may be completed under the Agreement terms and conditions in effect when the Service Order or renewal was entered into.

3.4. New Service Orders or renewals may not be entered into under the terms of this Agreement after the expiration or other termination of the Agreement. Socrata may, however, enter into new agreements with End Users outside the terms of this Agreement.

4. Survivorship

All license and purchase transactions executed pursuant to the authority of this Agreement shall be bound by all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. In addition, the terms of the sections titled **Ownership of Products and Services,**

Vendor Representation and Warranties, License Grant and License Terms, Protection of State's Confidential Information, Publicity, Patent and Copyright Indemnification, Disputes, and Limitation of Liability, shall survive the termination of this Agreement.

Pricing, Invoice and Payment

5. Pricing

5.1. Vendor agrees to provide the Products at the Prices set forth in the Price List attached as *Schedule A* to this Agreement.

5.2. Vendor may provide DIS an updated Price List so long as it is within the scope of the Agreement without a formal amendment. Vendor will provide any updated Price List to the DIS Contract Administrator. DIS has 30 days from receipt of the updated list to post updated pricing on the DIS website.

5.3. If Vendor reduces its Prices for any of the Products during the term of this Agreement, Purchaser shall have the immediate benefit of such lower Prices for new purchases. Vendor will send notice to the DIS Contract Administrator with the reduced prices within fifteen (15) calendar days of the reduction taking effect.

5.4. Vendor warrants that all the discounts, Prices, terms, warranties, and benefits provided in this Agreement are competitive with the terms presently being offered by Vendor to any other U.S. state governmental entity purchasing the same quantity under similar terms and conditions. In the event you determine that other U.S. state governmental entities are being offered better prices and terms than those offered under this Contract, DIS will be entitled to those better prices and terms for subsequent purchases as mutually agreed.

5.5. Vendor shall have no obligation to refund advance payments in the event a Services Order Form is terminated by End User for non-allocation of funds under Section 43 or conflict of interest under Section 44.

6. Taxes

Purchaser will pay sales and use taxes, if any, imposed on the Products at Purchaser's local rate, unless the End User entity is tax-exempt and provides DIS and Vendor any requested supporting documentation. Vendor shall pay all other taxes including, but not limited to, Washington Business and Occupation Taxes, other taxes based on Vendor's income or gross receipts, or personal property taxes levied or assessed on Vendor's personal property. Purchaser, as an agency of the Washington State government, is exempt from property tax.

7. Invoice and Payment

7.1. Vendor shall submit properly itemized invoices to Purchaser. Invoices shall provide and itemize the following, as applicable:

a) Vendor's name and address and remittance address, if different, and phone number;

b) DIS purchase order number;

c) This Agreement number (T10-MST-432);

d) Number and type of Products ordered and price;

e) Applicable discounts;

f) Shipping charges; [if applicable]

g) Total invoice price, excluding sales tax;

h) Sales taxes, if applicable;

      i)   Total invoice price; and

      j)   Payment terms including any available prompt payment discounts.

7.2.   Payments shall be due within thirty (30) calendar days after the receipt of properly prepared invoices.

7.3.   Incorrect or incomplete invoices will be returned by Purchaser to Vendor for correction and reissue.

7.4.   This Agreement number shall appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.

8.   Overpayment to Vendor

Vendor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Agreement within thirty (30) days' written notice. If Vendor fails to make timely refund, Purchaser may charge Vendor one percent (1%) per month on the amount due, until paid in full.

9.   Advance Payment Prohibited

No advance payment except for subscription based services shall be made for the Products furnished by Vendor under this Agreement. Subscription based services shall be billed no more than twelve months in advance.

10.   Ordering

Vendor shall accept DIS purchase orders as order documents only from DIS. Properly completed purchase orders must be processed by Vendor within two (2) Business Days of receipt of purchase order. For order documents that are not properly completed, Vendor must notify DIS of those errors within one (1) Business Day. Once DIS corrects order document errors and submits corrected order documents to Vendor, Vendor must use corrected orders to submit orders within two (2) Business Days of receipt of the corrected order. Vendor shall accept only purchase orders originating from DIS.

11.   End User Purchases

End Users shall enter into a Services Order Form with Socrata upon placing its order with DIS. The Services Order Form shall incorporate by reference the terms of this Agreement, and reference the Agreement Number. End users shall work with Socrata to prepare and sign the Service Order Form then the End User will submit a completed Service Order Form to DIS with a copy of the field order or purchase order form. A copy of this agreement is set forth as Schedule C.

12.   Delivery

Vendor shall supply to the End User the products/services identified in the Services Order Form executed between the End User and Vendor.

License Terms

13.   Vendor Representaion and Warranties

13.1.   Vendor warrants, that Vendor owns the Program, including all associated intellectual property rights, or otherwise has the right to grant DIS the right and license provided in this Agreement. Vendor warrants that it has and will during the term of this Agreement maintain the right to grant DIS the right to use and distribute the Products under this Agreement.

13.2. Vendor hereby warrants and represents to the State that Vendor is the owner of the Products accessible hereunder or otherwise has the right to grant to End User the licensed rights to the Products provided by Vendor through this Agreement without violating any rights of any third party worldwide.

13.3. Vendor represents and warrants that Vendor has the right to license the Products to End User as provided in this Agreement; and that End User's use of the Products within the terms of this Agreement will not infringe upon any copyright, patent, trademark or other intellectual property right worldwide or violate any third party's trade secret, contract or confidentiality rights worldwide.

13.4. Vendor represents and warrants that: (i) Vendor is not aware of any claim, investigation, litigation, action, suit or administrative or judicial proceeding pending or threatened based on claims that any Product and Service infringes any patents, copyrights, or trade secrets of any third party, and (ii) that Vendor has no actual knowledge that any Product and Service infringes upon any patents, copyrights, or trade secrets of any third party.

14. License Grant and Terms

14.1. Vendor grants DIS a nonexclusive, nontransferable, nonassignable and limited right to market and distribute the Products to End Users for use as set forth in *Schedule B* of this Agreement, including the rights use Vendor marks in connection with DIS' marketing and distribution activities.

14.2. Persuant to the terms of the Services Order Form and Terms of Service, Vendor grants End User a License to use all Products accessible under this Agreement. DIS will provide a copy of the Terms of Service as set forth in *Schedule B* to each End User of the Program prior to accepting the End User's order, however, the Terms of Service and Service Order Form will be between Vendor and the End User.

14.3. Vendor hereby grants to DIS a limited, nonexclusive right to use Vendor regular trade names, trademarks, titles and logos (the "Licensed Marks") in the advertising, promotion and sale of the Program. DIS recognizes and acknowledges Vendor ownership and title to the Licensed Marks and the goodwill related thereto and agrees that any goodwill which accrues because of DIS use of such marks shall become the property of Vendor.

15. Terms of Service

All End Users Sites (Site being defined as the End User's Socrata website and associated data) shall be obligated by the attached Terms of Service instead of the Terms of Service posted on the Socrata site. Socrata is responsible for providing the attached Terms of Service to all End Users. DIS will assure that all End Users are provided a copy of the specific Terms of Service attached as Schedule B. Socrata shall provide DIS with any changes to the Terms of Service, and any such changes shall be mutually agreed upon and documented in an amendment to this Agreement. Vendor acknowledges that DIS is not responsible for the actions of End Users.

16. Site Materials

For clarification purposes, the definition of Site materials as defined in Schedule B shall not include User Content.

17. Modification of End User Content

Vendor agrees that the license granted in the Terms of Service to "modify" or "adapt" End User content is limited to technical actions necessary to index, format and display that content. The

right to modify or adapt does not include the right to substantively edit or otherwise alter the meaning of the content.

18. Provision of Data

In the event that either Party terminates the service or at any time during the term of a Services Order Form agreement, End User may export all user-generated content through the Sites the End User created at Company or may obtain such content through the Socrata API. Socrata shall continue to make such content available to End User for 60 days after the term of the Services Order Form.

19. Commercial Service Banner

The provided services shall include the ability for End Users to design and/or define a graphic and/or text banner, the intent of which is to inform web site visitors that the site is operated by a commercial service provider on behalf of Customer, which shall be persistently and prominently displayed to all web site visitors within the Socrata-powered site operated on behalf of the End User.

20. Interstitial

The provided Socrata services shall include the ability for End Users to define the text of an interstitial that shall be displayed whenever any website visitor navigates from an official State website to a Socrata-powered site operated on behalf of the End User.

Agreement Administration

21. Notices

21.1. Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law (except for subpoena or notice of legal process) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, or via facsimile to the parties at the physical addresses provided in this section.

To Contractor at:	To DIS at:	
Socrata, Inc.	State of Washington	
	Department of Information Services	
Attn: CEO	Attn: Master Contract Administrator	
	If by US Postal Service:	*If by Overnight Courier:*
101 Yesler Way	Office of Legal Services	Office of Legal Services
Suite 502	PO Box 42445	1110 Jefferson Street SE
Seattle, WA 98104	Olympia, WA 98504	Olympia, WA 98501
Phone: 206-340-8008	Phone: 360-902-3551	
Fax: 206-452-2010	Fax: 360-586-1414	

21.2. Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

21.3. In the event that a subpoena or other legal process commenced by a third party, in any way concerning the Product provided pursuant to this Agreement is served upon Vendor or

Purchaser/ End User, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process.

22. Vendor Account Manager

Vendor shall appoint an Account Manager for the State's account. Vendor Account Manager will be the principal point of contact for DIS concerning Vendor's performance hereunder and for receipt of notices. Vendor Account Manager will also serve as the focal point for business matters, support coordination, and administrative activities. Vendor shall notify the DIS, in writing, when there is a new Vendor Account Manager assigned to this Agreement. The Vendor Account Manager information is:

> Patrick Behrens
> Phone: 206-340-8008 x202
> Cell: 206-734-6621
> Email: patrick.behrens@socrata.com

23. Section Headings and Order of Precedence

23.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.

23.2. In the event of any inconsistency in this Agreement, it shall be resolved in the following order of precedence:

a) Provisions of this Agreement;

b) Schedule A - *Price List*;

c) Schedule B – *Terms of Service*;

d) Schedule C- *Service Order Form;*

e) All Vendor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, and other written representations Vendor made available to Purchaser and End User and used to affect the sale of Product to End User.

24. Entire Agreement

This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter hereof. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Agreement will be effective without the written consent of both parties. No additional conflicting terms provided by the Vendor in transactional documents including but not limited to Service Order Forms shall be effective.

25. Additional Products

DIS and Vendor agree that additional Product and/or services, which are appropriate to the scope of this Corporate Agreement, may be added by an instrument in writing, with the consent of both parties. Such writing shall include a specific description of the additional Product and/or services, pricing and additional terms and conditions as relevant.

26. Authority for Modifications and Amendments

No modification, amendment, alteration, addition or waiver of any section or condition of this Agreement shall be effective or binding unless in writing and signed by authorized representatives of Vendor and DIS.

27. Independent Status of Vendor

In the performance of this Agreement, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever, nor will Vendor make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

28. Governing Law

This Agreement shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

29. Assignment

29.1. With the prior written consent of DIS, which consent shall not be unreasonably withheld, Vendor may assign this Agreement including the proceeds hereof: *provided that,* such assignment shall not operate to relieve Vendor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to DIS that may arise from any breach of this Agreement, its supplements, or warranties made herein, including but not limited to rights of setoff. The foregoing requirement regarding obtaining prior written consent shall not apply if such assignment is in connection with the sale or transfer of all or substantially all of the assets or stock (whether by purchase, merger, consolidation, or otherwise) of Vendor.

29.2. With the prior written consent of Vendor, which consent shall not be unreasonably withheld, DIS may assign this Agreement to any public agency, commission, board, or the like, within the political boundaries of the state of Washington: *provided that,* such assignment shall not operate to relieve the State of any of its duties and obligations hereunder.

30. Publicity

30.1. Other than as described in Section 30.2, entering into this Corporate Agreement with Vendor is not in any way an endorsement of Vendor or Vendor's Products by Purchaser/End Users and shall not be so construed by Vendor in any advertising or other publicity materials. Vendor agrees to submit to DIS or End User as applicable, all advertising, sales promotion, and other publicity matters relating to this Agreement or any Product or Service furnished by Vendor wherein DIS or End User's name is mentioned, language is used, or Internet linkages are provided from which the connection of DIS or End User's name therewith may, in DIS's judgment, be inferred or implied. Vendor further agrees not to publish or use such advertising, sales promotion matter, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of DIS prior to such use, with the following exceptions: a) Vendor may identify the State of Washington in client listings in a manner consistent with the way it lists its other customers;b)endor may include hyperlinks

from its website to the State of Washington's website(s) in a manner that is consistent with the way it links to its other customers; c) Consistent with state law and other obligations, Vendor may include the official seal and/or logo of the State of Washington on its website in a manner that is consistent with the way it includes the seals and/or logos of its other customers.

General Provisions

31.   Patent and Copyright Indemnification

31.1.   Vendor shall, at its expense, defend or settle any claim against DIS or End User that any Products supplied hereunder, or End User's use of the Products within the terms of this Agreement, infringe any patent, copyright, utility model, industrial design, mask work, trade secret, or trademark or similar proprietary right of a third party worldwide. Vendor shall pay resulting costs, damages and attorneys' fees finally awarded provided that DIS or End User:

a)   Promptly notifies Vendor in writing of the claim; and

b)   Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Vendor sole control of the defense and all related settlement negotiations.

31.2.   Vendor will pay all costs of such defense and settlement and any costs and damages awarded by a court or incurred by DIS or End User. If such claim has occurred, or in Vendor's opinion is likely to occur, DIS agrees to permit Vendor, at its option and expense, either to procure for DIS and End User the right to continue using the Products or to replace or modify the same so that they become noninfringing and functionally equivalent. If use of the Products is enjoined by a court and Vendor determines that none of these alternatives is reasonably available, Vendor, at its risk and expense, will refund the amount paid by Purchaser for the Products. No termination charges will be payable and Purchaser will pay only those charges which were payable prior to the date of such return.

31.3.   Vendor has no liability for any claim of infringement arising solely from:

a)   Vendor's compliance with any designs, specifications or instructions of the End User;

b)   Modification of the Products by End User or a third party without the prior knowledge and approval of Vendor; or

Use of the Products in a way not specified by Vendor; unless the claim arose against Vendor's Products independently of any of these specified actions.

32.   Save Harmless

Vendor shall defend, indemnify, and save Purchaser and End User harmless from and against any damage, cost, or liability, including reasonable attorneys' fees resulting from such claim, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of Vendor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents. Vendor's obligation to defend, indemnify, and save harmless Purchaser and End User shall not be eliminated or reduced by any alleged concurrent Purchaser or End User negligence.

33.   Severability

The terms and conditions of this Agreement are declared severable. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such

invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

34. Waiver

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written instrument signed by the parties hereto.

35. Vendor's Proprietary Information

Vendor acknowledges that Purchaser and End User are subject to chapter 42.52 RCW and that this Agreement shall be a public record as defined in chapter 42.17 RCW. Any specific information that is claimed by Vendor to be Proprietary Information must be clearly identified as such by Vendor. To the extent consistent with chapter 42.52 RCW, Purchaser and End User shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Vendor's Proprietary Information, Purchaser or End User, as applicable, will notify Vendor of the request and of the date that such records will be released to the requester unless Vendor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, Purchaser will release the requested information on the date specified.

Disputes and Remedies

36. Disputes

36.1.   In the event a bona fide dispute concerning a question of fact arises between DIS and Vendor or Vendor and End User and it cannot be resolved between the parties or by the DIS Contract Administrator, either party may initiate the dispute resolution procedure provided herein.

36.2.   The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within five (5) Business Days. The initiating party shall have five (5) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

a)   If the dispute cannot be resolved after five (5) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within five (5) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next five (5) Business Days.

b)   The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

c)   Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

36.3.   Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible. Unless irreparable harm will result, neither party shall commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.

36.4. End User, DIS and Vendor agree that, the existence of a dispute notwithstanding, each will continue without delay to carry out all their respective responsibilities under this Agreement that are not affected by the dispute.

37. Non-Exclusive Remedies

The remedies provided for in this Agreement shall not be exclusive but are in addition to all other remedies available under law.

38. Failure to Perform

If Vendor fails to perform any substantial obligation under this Agreement or purchases made under this Agreement, Purchaser/End User shall give Vendor written notice of such failure to perform. If, after thirty (30) calendar days from the date of the written notice Vendor still has not performed, then without penalty to Purchaser/End User, Purchaser/End User may withhold all monies due and payable to Vendor until such failure to perform is cured or otherwise resolved.

39. Limitation of Liability

39.1. The parties agree that neither Vendor nor Purchaser/ End User shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on a Date Warranty or No Surreptitious Code Warranty issue or patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. The damages specified in the sections titled **Termination for Default** are not consequential, incidental, indirect, or special damages as that term is used in this section.

39.2. Neither Vendor nor Purchaser/ End User shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Vendor or Purchaser or End User. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than Purchaser/ End User acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Vendor, Purchaser/ End User , or their respective Subcontractors.

39.3. If delays are caused by a Subcontractor without its fault or negligence, Vendor shall not be liable for damages for such delays, unless the Product was obtainable on comparable terms from other sources in sufficient time to permit Vendor to meet its required performance schedule.

39.4. Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

39.5. Under no circumstances shall DIS be liable for any act, omission, debt or other obligation of the Purchaser/ End User .

Agreement Termination

40. Termination for Default

40.1. If either Purchaser/ End User or Vendor violates any material term or condition of this Agreement (or SOF as applicable) or fails to fulfill in a timely and proper manner its

obligations under this Agreement, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed in writing. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be at the sole discretion of the aggrieved party.

40.2. If the Failure to Perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a **Termination for Convenience**.

40.3. This section shall not apply to any failure(s) to perform that results from the willful or negligent acts or omissions of the aggrieved party.

41. Termination for Convenience

When, at the sole discretion of DIS, it is in the best interest of the State, DIS may terminate this Corporate Agreement, in whole or in part, by thirty (30) calendar days written notice to Vendor. If this Agreement is so terminated, Purchaser is liable only for payments required by the terms of this Corporate Agreement for Products received prior to the effective date of termination.

42. Termination for Withdrawal of Authority

In the event that the authority of DIS to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, DIS may terminate this Agreement under the **Termination for Convenience** section. No penalty shall accrue to DIS for exercising its rights under this section. This section shall not be construed to permit DIS to terminate this Agreement to acquire similar Products from a third party.

43. Termination for Non-Allocation of Funds

If funds are not allocated to continue this Agreement in any future period, DIS/ End User will not be obligated to pay any further charges for Products. In such case, DIS/ End User agree to notify Vendor at the earliest possible opportunity of such non-allocation. No penalty shall accrue to DIS/ End User for exercising its rights under this section. This section shall not be construed to permit DIS/ End User to terminate this Agreement or Purchases made under this Agreement to acquire similar Products from a third party.

44. Termination for Conflict of Interest

DIS/ End User may terminate this Agreement by written notice to Vendor if DIS determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Agreement is terminated for conflict of interest, DIS/ End User shall be entitled to pursue the same remedies against Vendor as it could pursue in the event Vendor breaches this Agreement.

Agreement Execution

45. Authority to Bind

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

46. Counterparts

46.1. This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of the Agreement signed by each party, for all purposes.

46.2. Either party may deliver signed documents related to this Agreement by facsimile to the other party, provided that the party delivering such facsimile shall deliver the original signature within three (3) Business Days.

In Witness Whereof, the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

APPROVED
State of Washington
Department of Information Services

_____
Signature

Tony Tortorice
Print or Type Name

Director   6/23/2010
Title   *Date*

APPROVED
Socrata

_____
Signature

Kevin S. Merritt
Print or Type Name

President/CEO   6/22/2010
Title   *Date*

SOCRATA PRICE LIST
MAY 24, 2010

PRODUCT CODE	PRODUCT DESCRIPTION	WA CORP AGREEMENT PRICE - RETAIL	ORIGIN	WA CORP AGREEMENT PRICE - WHOLESALE	LIST PRICE
SOC-BAS-01000	Socrata Basic – Embed data into your websites, with up to 10GB of storage and 50GB of delivery. Includes co-branded Social Data Player, advanced player customization, advanced visualization, basic API, basic comment moderation, dataset nomination, and more. Price is per month for the first web property.	$489.02	USA	$464.57	$499.00
SOC-PLS-01000	Socrata Plus – Embed data into your websites, with up to 50GB of storage and 250GB of delivery. Includes privately branded Social Data Player, advanced Performance Metrics, advanced player customization, advanced visualization, basic API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery widget, and more. Price is per month for the first web property.	$979.02	USA	$930.07	$999.00
SOC-PRE-01000	Socrata Premium – Embed data into your websites or run your own site like data.gov, with up to 250GB of storage and 1.25TB of delivery. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, custom dataset metadata, and more. Price is per month for the first web property.	$4899.02	USA	$4654.07	$4999.00
SOC-UNL-01000	Socrata Ultimate – Embed data into your websites or run your own site like data.gov, with nearly unlimited storage and unlimited delivery. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, custom dataset metadata, dataset versioning & snapshots, external user authentication integration, community module for social networking, automated geo-coding for data mapping, and more. Price is per month for the first web property.	$13719.02	USA	$13033.07	$13999.00
SOC-BAS-02000	Socrata Basic (2nd Web Property) – Embed data into your websites, with up to 10GB of storage and 50GB of delivery. Includes co-branded Social Data Player, advanced player customization, advanced visualization, basic API, basic comment moderation, dataset nomination, and more. Price is per month for the second web property.	$415.67	USA	$394.88	$424.15

SOC-PLS-02000	Socrata Plus (2nd Web Property) – Embed data into your websites, with up to 50GB of storage and 250GB of delivery. Includes privately branded Social Data Player, advanced Performance Metrics, advanced player customization, advanced visualization, basic API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery widget, and more. Price is per month for the second web property.	$832.17	USA	$790.56	$849.15
SOC-PRE-02000	Socrata Premium (2nd Web Property) – Embed data into your websites or run your own site like data.gov, with up to 250GB of storage and 1.25TB of delivery. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, custom dataset metadata, and more. Price is per month for the second web property.	$4164.17	USA	$3955.96	$4249.15
SOC-UNL-02000	Socrata Ultimate (2nd Web Property) – Embed data into your websites or run your own site like data.gov, with nearly unlimited storage and unlimited delivery. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, custom dataset metadata, dataset versioning & snapshots, external user authentication integration, community module for social networking, automated geo-coding for data mapping, and more. Price is per month for the second web property.	$11661.17	USA	$11078.11	$11899.15
SOC-BAS-03000	Socrata Basic (3+ Web Properties) – Embed data into your websites, with up to 10GB of storage and 50GB of delivery. Includes co-branded Social Data Player, advanced player customization, advanced visualization, basic API, basic comment moderation, dataset nomination, and more. Price is per month for the third web property and each web property thereafter.	$366.77	USA	$348.43	$374.25
SOC-PLS-03000	Socrata Plus (3+ Web Properties) – Embed data into your websites, with up to 50GB of storage and 250GB of delivery. Includes privately branded Social Data Player, advanced Performance Metrics, advanced player customization, advanced visualization, basic API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery widget, and more. Price is per month for the third web property and each web property thereafter.	$734.27	USA	$697.55	$749.25

SOC-PRE-03000	Socrata Premium (3+ Web Properties) – Embed data into your websites or run your own site like data.gov, with up to 250GB of storage and 1.25TB of delivery. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, custom dataset metadata, and more. Price is per month for the third web property and each web property thereafter.	$3674.27	USA	$3490.55	$3749.25
SOC-UNL-03000	Socrata Ultimate (3+ Web Properties) – Embed data into your websites or run your own site like data.gov, with nearly unlimited storage and unlimited delivery. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, custom dataset metadata, dataset versioning & snapshots, external user authentication integration, community module for social networking, automated geo-coding for data mapping, and more. Price is per month for the third web property and each web property thereafter.	$10289.27	USA	$9774.80	$10499.25
SOC-BAS-01001	Advanced Performance Metrics – Adds advanced Performance Metrics to the Socrata Basic plan. Analyze how your data has been accessed and redistributed in real-time. Price is per month for the first web property.	$195.02	USA	$185.27	$199.00
SOC-BAS-01002	Dataset Discovery Widget – Adds dataset discovery widget to the Socrata Basic plan. Enables users to search your dataset catalog from any page within your website. Price is per month for the first web property.	$195.02	USA	$185.27	$199.00
SOC-BAS-01003	Dataset Discovery Module – Adds dataset discovery module to the Socrata Basic plan. Adds a full-sized, customizable data catalog website. Price is per month for the first web property.	$244.02	USA	$231.82	$249.00
SOC-BAS-01004	Community Module – Adds community module to the Socrata Basic plan. Enhances your Social Data Player with community pages. Price is per month for the first web property.	$195.02	USA	$185.27	$199.00
SOC-BAS-01005	Geo-Coding – Adds geo-coding to the Socrata Basic plan. Price is per month for the first web property.	$146.02	USA	$138.72	$149.00
SOC-BAS-02001	Advanced Performance Metrics (2nd Web Property) – Adds advanced Performance Metrics to the Socrata Basic plan. Analyze how your data has been accessed and redistributed in real-time. Price is per month for the second web property.	$165.77	USA	$157.48	$169.15
SOC-BAS-02002	Dataset Discovery Widget (2nd Web Property) – Adds dataset discovery widget to the Socrata Basic plan. Enables users to search your dataset catalog from any page within your website. Price is per month for the second web property.	$165.77	USA	$157.48	$169.15

SOC-BAS-02003	Dataset Discovery Module (2nd Web Property) – Adds dataset discovery module to the Socrata Basic plan. Adds a full-sized, customizable data catalog website. Price is per month for the second web property.	$207.42	USA	$197.05	$211.65
SOC-BAS-02004	Community Module (2nd Web Property) – Adds community module to the Socrata Basic plan. Enhances your Social Data Player with community pages. Price is per month for the second web property.	$165.77	USA	$157.48	$169.15
SOC-BAS-02005	Geo-Coding (2nd Web Property) – Adds geo-coding to the Socrata Basic plan. Price is per month for the second web property.	$124.12	USA	$117.91	$126.65
SOC-BAS-03001	Advanced Performance Metrics (3+ Web Properties) – Adds advanced Performance Metrics to the Socrata Basic plan. Analyze how your data has been accessed and redistributed in real-time. Price is per month for the third web property and each web property thereafter.	$146.27	USA	$138.95	$149.25
SOC-BAS-03002	Dataset Discovery Widget (3+ Web Properties) – Adds dataset discovery widget to the Socrata Basic plan. Enables users to search your dataset catalog from any page within your website. Price is per month for the third web property and each web property thereafter.	$146.27	USA	$138.95	$149.25
SOC-BAS-03003	Dataset Discovery Module (3+ Web Properties) – Adds dataset discovery module to the Socrata Basic plan. Adds a full-sized, customizable data catalog website. Price is per month for the third web property and each web property thereafter.	$183.02	USA	$173.86	$186.75
SOC-BAS-03004	Community Module (3+ Web Properties) – Adds community module to the Socrata Basic plan. Enhances your Social Data Player with community pages. Price is per month for the third web property and each web property thereafter.	$146.27	USA	$138.95	$149.25
SOC-BAS-03005	Geo-Coding (3+ Web Properties) – Adds geo-coding to the Socrata Basic plan. Price is per month for the third web property and each web property thereafter.	$109.52	USA	$104.04	$111.75
SOC-PLS-01001	Dataset Discovery Module – Adds dataset discovery module to the Socrata Plus plan. Adds a full-sized, customizable data catalog website. Price is per month for the first web property.	$587.02	USA	$557.67	$599.00
SOC-PLS-01002	Private URL – DNS CNAME – Adds private URL capability to the Socrata Plus plan. Fully control the URL of your social data site and API. Price is per month for the first web property.	$489.02	USA	$464.57	$499.00
SOC-PLS-01003	User Authentication Integration – Adds user authentication integration to the Socrata Plus plan. Maintain the identities and credentials of users in an authentication system owned and operated by you. Price is per month for the first web property.	$489.02	USA	$464.57	$499.00
SOC-PLS-01004	Community Module – Adds community module to the Socrata Plus plan. Enhances your Social Data Player with community pages. Price Price is per month for the first web property.	$489.02	USA	$464.57	$499.00
SOC-PLS-01005	Geo-Coding – Adds geo-coding to the Socrata Plus plan. Price is per month for the first web property.	$195.02	USA	$185.27	$199.00
SOC-PLS-02001	Dataset Discovery Module (2nd Web Property) – Adds dataset discovery module to the Socrata Plus plan. Adds a full-sized, customizable data catalog website. Price is per month for the second web property	$498.97	USA	$474.02	$509.15

SOC-PLS-02002	Private URL – DNS CNAME (2nd Web Property) – Adds private URL capability to the Socrata Plus plan. Fully control the URL of your social data site and API. Price is per month for the second web property.	$415.67	USA	$394.88	$424.15
SOC-PLS-02003	User Authentication Integration (2nd Web Property) – Adds user authentication integration to the Socrata Plus plan. Maintain the identities and credentials of users in an authentication system owned and operated by you. Price is per month for the second web property.	$415.67	USA	$394.88	$424.15
SOC-PLS-02004	Community Module (2nd Web Property) – Adds community module to the Socrata Plus plan. Enhances your Social Data Player with community pages. Price is per month for the second web property.	$415.67	USA	$394.88	$424.15
SOC-PLS-02005	Geo-Coding (2nd Web Property) – Adds geo-coding to the Socrata Plus plan. Price is per month for the second web property.	$165.77	USA	$157.48	$169.15
SOC-PLS-03001	Dataset Discovery Module (3+ Web Properties) – Adds dataset discovery module to the Socrata Plus plan. Adds a full-sized, customizable data catalog website. Price is per month for the third web property and each web property thereafter.	$440.27	USA	$418.25	$449.25
SOC-PLS-03002	Private URL – DNS CNAME (3+ Web Properties) – Adds private URL capability to the Socrata Plus plan. Fully control the URL of your social data site and API. Price is per month for the third web property and each web property thereafter.	$366.77	USA	$348.43	$374.25
SOC-PLS-03003	User Authentication Integration (3+ Web Properties) – Adds user authentication integration to the Socrata Plus plan. Maintain the identities and credentials of users in an authentication system owned and operated by you. Price is per month for the third web property and each web property thereafter.	$366.77	USA	$348.43	$374.25
SOC-PLS-03004	Community Module (3+ Web Properties) – Adds community module to the Socrata Plus plan. Enhances your Social Data Player with community pages. Price is per month for the third web property and each web property thereafter.	$366.77	USA	$348.43	$374.25
SOC-PLS-03005	Geo-Coding (3+ Web Properties) – Adds geo-coding to the Socrata Plus plan. Price is per month for the third web property and each web property thereafter.	$146.27	USA	$138.95	$149.25
SOC-PRE-01001	User Authentication Integration – Adds user authentication integration to the Socrata Premium plan. Maintain the identities and credentials of users in an authentication system owned and operated by you. Price is per month for the first web property.	$1469.02	USA	$1395.57	$1499.00
SOC-PRE-01002	Community Module – Adds community module to the Socrata Premium plan. Enhances your Social Data Player with community pages. Price is per month for the first web property.	$1469.02	USA	$1395.57	$1499.00
SOC-PRE-01003	Geo-Coding – Adds geo-coding to the Socrata Premium plan. Price is per month for the first web property.	$293.02	USA	$278.37	$299.00
SOC-PRE-02001	User Authentication Integration (2nd Web Property) – Adds user authentication integration to the Socrata Premium plan. Maintain the identities and credentials of users in an authentication system owned and operated by you. Price is per month for the second web property.	$1248.67	USA	$1186.23	$1274.15

SOC-PRE-02002	Community Module (2nd Web Property) – Adds community module to the Socrata Premium plan. Enhances your Social Data Player with community pages. Price is per month for the second web property.	$1248.67	USA	$1186.23	$1274.15
SOC-PRE-02003	Geo-Coding (2nd Web Property) – Adds geo-coding to the Socrata Premium plan. Price is per month for the second web property.	$249.07	USA	$236.61	$254.15
SOC-PRE-03001	User Authentication Integration (3+ Web Properties) – Adds user authentication integration to the Socrata Premium plan. Maintain the identities and credentials of users in an authentication system owned and operated by you. Price is per month for the third web property and each web property thereafter.	$1101.77	USA	$1046.68	$1124.25
SOC-PRE-03002	Community Module (3+ Web Properties) – Adds community module to the Socrata Premium plan. Enhances your Social Data Player with community pages. Price is per month for the third web property and each web property thereafter.	$1101.77	USA	$1046.68	$1124.25
SOC-PRE-03003	Geo-Coding (3+ Web Properties) – Adds geo-coding to the Socrata Premium plan. Price is per month for the third web property and each web property thereafter.	$219.77	USA	$208.78	$224.25
SOC-PRE-06000	Socrata Premium 6-Property Bundle - Socrata Premium (Up to 6 Web Properties) - Embed data into your websites or run your own site like data.gov, with up to 250GB of storage and 1.25TB/month of delivery per Web Property. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataseand t discovery module, dataset discovery widget, custom dataset metadata. Price is per month for all (up to) 6 Web Properties.	$23715.02	USA	$22529.27	$24199.00
SOC-UNL-01001	Socrata Satellite Web Property - Adds the ability to run a single "Satellite Web Property" to your Unlimited plan. The Satellite Web Property shares the same organization and administration profile as the base Unlimited Plan Web Property with which it is associated. This "accessory" SKU requires an Unlimited Plan base SKU. Limit 10 per base SKU.	$283.22	USA	$269.06	$289.00
SOC-UNL-01010	Socrata 10-Property Satellite Pack - Adds the ability to run up to 10 "Satellite Web Properties" to your Unlimited plan. The Satellite Web Property shares the same organization and administration profile as the base Unlimited Plan Web Property with which it is associated. This "accessory" SKU requires an Unlimited Plan base SKU. Limit 1 per base SKU.	$2155.02	USA	$2047.27	$2199.00
SOC-SDP-01000	Social Data Platform Pilot Package-The Socrata Social Data Platform Pilot Package. The Socrata team will help you socratize your datasets, as well as integrate them into your site. The Pilot Package includes up to 50 GB of dataset storage, a custom Social Data Player template and up to 100 hours of dataset preparation services. Pilot Package also requires monthly Basic, Plus, Premium, or Unlimited plan.	$18620.00	USA	$17689.00	$19000.00

SOC-SDP-02000	Social Data Platform QuickStart Package-The Socrata Social Data Platform QuickStart Package. The Socrata team will help you socratize your datasets, as well as integrate them into your site. The QuickStart includes up to 100 GB of dataset storage, a custom Social Data Player template and up to 200 hours of dataset preparation and software customization services. QuickStart Package also requires monthly Basic, Plus, Premium, or Unlimited plan.	$49000.00	USA	$46550.00	$50000.00
SOC-SDP-03000	Social Data Platform Assisted Launch-The Socrata Social Data Platform Assisted Launch. The Socrata team will help you socratize your datasets, as well as integrate them into your site. The Assisted Launch includes up to 250 GB of dataset storage, a dedicated technical program manager, up to 5 custom Social Data Player templates, dataset discovery module custom theme and design, metadata schema assistance and up to 250 hours of dataset preparation and customization services. Assisted Launch also requires monthly Basic, Plus, Premium, or Unlimited plan.	$97020.00	USA	$92169.00	$99000.00
SOC-JMP-92012	Socrata Premium 20-Property Jump Start - One year (12 calendar months) fixed-term annual subscription to Socrata Premium (Up to 20 Web Properties) - Embed data into your websites or run your own site like data.gov, with up to 250GB of storage and 1.25TB/month of delivery per Web Property. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced performance metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, and custom dataset metadata. Price is for all (up to) 20 Web Properties. Includes the Socrata Pilot Package for each of (up to) the 20 Web Properties. The Pilot Package includes an additional 50 GB of dataset storage, 1 custom Social Data Player template and up to 100 hours of dataset preparation services (the Socrata team will help you socratize your datasets, as well as integrate them into your site).	$1206249.66	USA	$1145937.18	$1230867.00
SOC-JMP-91012	Socrata Premium 10-Property Jump Start - One year (12 calendar months) fixed-term annual subscription to Socrata Premium (Up to 10 Web Properties) - Embed data into your websites or run your own site like data.gov, with up to 250GB of storage and 1.25TB/month of delivery per Web Property. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, custom dataset metadata, and more. Price is for a all (up to) 10 Web Properties. Social Includes the Socrata Pilot Package for each of (up to) the 10 Web Properties. The Pilot Package includes an additional 50 GB of dataset storage, 1 custom Social Data Player template and up to 100 hours of dataset preparation services (the Socrata team will help you socratize your datasets, as well as integrate them into your site).	$663151.30	USA	$629993.74	$676685.00

SOC-JMP-91010	Socrata Premium 10-Property Jump Start - 10 calendar months fixed-term subscription to Socrata Premium (Up to 10 Web Properties) - Embed data into your websites or run your own site like data.gov, with up to 250GB of storage and 1.25TB/month of delivery per Web Property. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, custom dataset metadata, and more. Price is for a all (up to) 10 Web Properties. Social Includes the Socrata Pilot Package for each of (up to) the 10 Web Properties. The Pilot Package includes an additional 50 GB of dataset storage, 1 custom Social Data Player template and up to 100 hours of dataset preparation services (the Socrata team will help you socratize your datasets, as well as integrate them into your site).	$568106.00	USA	$539700.70	$579700.00
SOC-TRN-01000	Web Publisher Training - This 8 hour training course will teach your data publishers the end-to-end process of taking your existing data and embedding it directly in your web properties with the Social Data Player. They will start by learning how to transform data from your existing databases into a file format that can easily be onboarded into Socrata.com, best practices for making data easily consumable by an audience, and how to customize the Social Data Player so it matches your website's look and feel. Finally, we will teach your team how to embed the Social Data Player and track its web performance. This training is delivered by a Socrata professional and will be delivered at the customer's location or designated classroom. (T&E Add'l)	$2254.00	USA	$2141.30	$2300.00
SOC-TRN-02000	API Training - This 8 hour training course is for developers who want to access Socrata programmatically via the Socrata API (REST). The course starts with an overview of the Socrata API and then teaches how to feed data from your existing databases directly into Socrata.com, making real-time dataset updates and changes easy. Your team will also learn which data formats make datasets easily consumable by a non-technical audience. Finally, a Socrata professional will provide a hands-on demonstration of creating advanced dataset visualizations, mashups with tools like Google Maps, and multiple dataset mashups. This training is delivered by a Socrata professional and will be delivered at the customer's location or designated classroom. (T&E Add'l)	$2254.00	USA	$2141.30	$2300.00
SOC-SDP-04000	The Social Data Platform Plus Starter Package includes 12 months of Plus plan; 12 months of Dataset Discovery Module; 12 months of Private URL (DNS CNAME); up to 50 hours of dataset preparation services; up to 8 hours of web publisher training; and the design of 1 customer Social Data Player template. Unused services expire 180 days after purchase. Starter Packages only available for new customers. Savings of 37% if package products and services bought a la carte.	$25480.00	USA	$24206.00	$26000.00

SOC-SDP-05000	The Social Data Platform Premium Starter Package includes 12 months of Premium plan; 12 months of Community Module; 12 months of User Authentication Integration; 12 months of Geo-coding; up to 150 hours of dataset preparation services; up to 16 hours of web publisher training; up to 8 hours of developer API training; and the design of 1 customer Social Data Player template. Unused services expire 180 days after purchase. Starter Packages only available for new customers. Savings of 30% if package products and services bought a la carte.	$101920.00	USA	$96824.00	$104000.00
SOC-SDP-06000	The Social Data Platform Ultimate Starter Package includes 12 months of Ultimate plan; up to 200 hours of dataset preparation services; up to 16 hours of web publisher training; up to 16 hours of developer API training; and the design of 1 customer Social Data Player template. Unused services expire 180 days after purchase. Starter Packages only available for new customers. Savings of 31% if package products and services bought a la carte.	$158760.00	USA	$150822.00	$162000.00
SOC-SDP-07000	The Social Data Platform Proof of Concept. A 90-day trial account to the Socrata Plus Plan. Allows you to upload any one (1) dataset of up to 1GB in size and embed that dataset and/or any derived views from that dataset into your site. Includes one privately branded custom Social Data Player template designed by Socrata, a customer-branded data subdomain designed by Socrata, and appropriate professional services to help you prepare and visualize your data. Socrata professional design and dataset preparation services for the custom Social Data Player template, the customer-branded subdomain and dataset preparation and visualization are limited to 15 hours. Your dataset will be hosted on a private subdomain within the socrata.com domain (i.e. myagency.socrata.com). The 90-day trial period begins automatically on the date on which you first upload the data and ends 90 days later.	$2940.00	USA	$2793.00	$3000.00
SOC-SUP-02000	24 x 7 Support for Socrata PLUS plan. Requires a subscription to the Socrata PLUS Social Data Platform. Price is per month.	$172.24	USA	$163.62	$175.75
SOC-SUP-03000	24 x 7 Support for Socrata PREMIUM plan. Requires a subscription to the Socrata PREMIUM Social Data Platform. Price is per month.	$1014.09	USA	$963.39	$1034.79
SOC-SUP-04000	24 x 7 Support for Socrata ULTIMATE plan. Requires a subscription to the Socrata ULTIMATE Social Data Platform. Price is per month.	$2997.60	USA	$2847.72	$3058.78
SOC-SRV-01000	Social Data Player Design Services for one (1) Social Data Player template.	$2254.00	USA	$2141.30	$2300.00
SOC-SRV-02000	Social Data Player Design Services for five (5) Social Data Player templates.	$4508.00	USA	$4282.60	$4600.00
SOC-SRV-03000	Socrata dataset preparation services - 50 hour pack. Socrata data analysts will help you extract, transform and load your data and help prepare it for consumption in engaging ways.	$7438.20	USA	$7066.29	$7590.00
SOC-SRV-04000	Socrata technical program management services - 50 hour pack. A socrata Technical Program Manager (TPM) will lead your project to ensure its success.	$9298.24	USA	$8833.33	$9488.00

SKU	Description	Price	Country	Low	High
SOC-SRV-05000	Socrata data site design and customization services - 50 hour pack. A socrata designer will work with your design team to design and customize the Socrata Social Data Platform Data Discovery Module to meet your exact design goals.	$9298.24	USA	$8833.33	$9488.00
SOC-SRV-06000	Socrata metadata / schema design assistance - 50 hour pack. A socrata information architect will help you design metadata and/or schema for your datasets.	$9298.24	USA	$8833.33	$9488.00
SOC-SRV-00100	Socrata Data Analyst (professional services) hourly rate. Socrata data analysts can help you extract, transform, load and prepare data for optimal consumption experience. Price is per hour.	$151.90	USA	$144.31	$155.00
SOC-SRV-00200	Socrata Designer (professional services) hourly rate. Socrata Designers can help you design data sites and/or custom Social Data Player templates. Price is per hour.	$151.90	USA	$144.31	$155.00
SOC-SRV-00300	Socrata Technical Program Manager (professional services) hourly rate. Socrata Technical Program Managers can lead your data project to success. Price is per hour.	$191.10	USA	$181.55	$195.00
SOC-SRV-00400	Socrata Principal Consultant (professional services) hourly rate. Socrata Principal Consultants can provide technical and non-technical strategic advice with regard to any organizations data dissemination strategy and implementation.	$240.10	USA	$228.10	$245.00
SOC-UNL-02001	Additional 1,000 GB of Data Storage for the Ultimate Plan. Price is per month. This accessory SKU requires the Ultimate Plan.	$391.02	USA	$371.47	$399.00
SOC-UNL-02002	Additional 1,000 GB of Data Delivery Bandwidth for the Ultimate Plan. Price is per month. This accessory SKU requires the Ultimate plan. Unused data delivery bandwidth expires at the end of each month.	$391.02	USA	$371.47	$399.00

Schedule B

TERMS OF SERVICE for T10-MST-432

1.   Terms of Service

Date of Last Revision: May 27, 2009

Welcome to Socrata. This Web site located at www.Socrata.com (the "Site") is owned and operated by Socrata, Inc., formerly known as blist, Inc. ("Company"). These terms and conditions of use ("Terms of Service") apply solely to your access to, and use of, the Site and the features and services provided through the Site (the "Socrata Service"). These Terms of Service do not alter in any way the terms or conditions of any other agreement you may have with Company, or its subsidiaries or affiliates, for products, services or otherwise. If you are using the Site or the Socrata Service on behalf of any entity, you represent and warrant that you are authorized to accept these Terms of Service on such entity's behalf.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING THIS WEB SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEB SITE.

Company reserves the right to change or modify any of the terms and conditions contained in the Terms of Service or any policy or guideline of the Site or the Socrata Service, at any time and in its sole discretion. Your continued use of this Site following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should frequently review the Terms of Service and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Site. If you do not agree to the amended terms, you must stop using the Site.

If you have any question regarding the use of the Site or the Socrata Service, please refer first to the Help Section or the Frequently Asked Questions. All other questions or comments about the Site or its contents or the Socrata Service should be directed to termsofservice@Socrata.com.

1. Privacy Policy

Please refer to our Privacy Policy for information on how Company collects, uses and discloses personally identifiable information from its users.

2. Your Account

In order to access some features of the Site, you will have to create a Socrata account. In creating your account, you agree to (a) provide accurate, current and complete information about you as

may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to Company, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Company. You are responsible for all activity that occurs under your account, and you should not share your password with anyone. 3. Copyright and Limited License

Unless otherwise indicated in the Site, the Site and all content and other materials on the Site, including, without limitation, the Company logo, and all designs, text, graphics, pictures, information, data, datasets, tables, spreadsheets, software, sound files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of Company or its licensors or users and are protected by U.S. and international copyright laws. You are granted a limited, non-sublicensable license to access and use the Site and electronically copy, (except where prohibited without a license) and print to hard copy portions of the Site Materials for your informational, non-commercial and personal use only. Such license is subject to these Terms of Service and does not include: (a) any resale or commercial use of the Site or the Site Materials therein; (b) the distribution, public performance or public display of any Site Materials, (d) modifying or otherwise making any derivative uses of the Site and the Site Materials, or any portion thereof, except as expressly permitted on the Site,; (e) use of any data mining, robots or similar data gathering or extraction methods, except as may be need to comply with applicable laws; (f) downloading (other than the page caching) of any portion of the Site, the Site Materials or any information contained therein, except as expressly permitted on the Site; or (g) any use of the Site or the Site Materials other than for its intended purpose. Any use of the Site or the Site Materials other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Service shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

4. Trademarks

Socrata, Socrata.com, the Company logos and any other product or service name or slogan contained in the Site are trademarks of Company and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Company or the applicable trademark holder.. You may not use any metatags or any other "hidden text" utilizing "Company" or any other name, trademark or product or service name of Company without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Company and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

5. User Content

The Site includes user profiles, datasets, discussion forums, and other interactive areas, features or services in which you or other users create, post or store content, messages, materials, data, datasets, data structures, spreadsheets, entries, information, text, music, sound, photos, video, graphics, code or other items or materials on the Site ("User Content"). You are solely responsible for your User Content and your use of such interactive areas. You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site (including in your datasets) any of the following:

a. User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;

b. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;

c. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content;

d. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;

e. user Content that is subject to any export control laws or regulations;

f. Unsolicited promotions, political campaigning, advertising or solicitations;

g. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;

h. Viruses, corrupted data or other harmful, disruptive or destructive files; and

i. User Content that, in the sole judgment of Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Site or the Socrata Service, or which may expose Company or its users to any harm or liability of any type.

Company takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Company liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of the Site and the Socrata Service is at your own risk. As a provider of interactive services, Company is not liable for any statements, representations or User Content provided by its users in any public forum, personal home page or other Interactive Area. Although Company has no obligation to screen, edit or monitor any of the Content posted in any Interactive Area, COMPANY RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY USER CONTENT POSTED OR

STORED ON THE SITE THAT VIOLATES THESE TERMS OF SERVICE WITHOUT NOTICE, AND YOU ARE SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY USER CONTENT YOU POST OR STORE ON THE SITE AT YOUR SOLE COST AND EXPENSE. Any use of the Site or the Socrata Service in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Site and the Socrata Service. In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect Company's systems and customers, or to ensure the integrity and operation of Company's business and systems, Company may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, usage history, and posted User Content. Company's right to disclose any such information shall govern over any terms of Company's Privacy Policy.

6. Rights to User Content

Except for Suggestions as described in Section 9 below, you retain the copyright in and all ownership of the User Content you post. However, you grant Company and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display such User Content on or in connection with the Site, provided that Company shall not make User Content you designate as private publicly available through the applicable privacy settings. You also hereby grant users of the Site a non-exclusive license to access your User Content through the Site, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Site and under these Terms of Service, except that with respect to data and datasets that you designate as private, such license shall only be granted to those users to whom you have permitted access to such data and datasets. You grant Company and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the Site; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content you supply does not violate these Terms of Service and will not violate any rights of or cause injury to any person or entity. You agree that Company may collect and analyze the data and data structures you post on the Site, whether private or public, and your other activities on the Site in order to tailor the Socrata Service and advertising on Socrata to individual user needs and interests and make the Socrata Service the best possible user experience.

7. User Conduct

Although as an online service provider, we are not responsible for the conduct of our users, we want the Site to be a safe place on the Web. Therefore, in using the Site and the Socrata Service, you may not:

a. Violate any local, state, national or international law or post any User Content that would encourage or provide instructions for a criminal offense

b. Impersonate any person or entity or otherwise misrepresent yourself, your age or your affiliation with any person or entity

c. Forge or otherwise manipulate identifies in order to disguise the origin of any User Content transmitted through the Site

d. Use the Site to send or make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation

e. Post or share any personally identifiable or private information of any third party or collect or store personally identifiable or private information of any third party without authorization

f. Solicit passwords or personal information from anyone under 18 years old

g. Post any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment

h. Register for more than one account or use or attempt to use another's account, service or system without authorization or create a false identity on the Service or the Site

i. Engage in any predatory or stalking conduct

j. Interfere with or disrupt the Socrata Service, servers or networks connected to the Socrata Service or disobey any requirements, procedures, policies or regulations of networks connected to the Socrata Service

k. Submit or post any User Content in violation of the rules set forth in Section 8 above

Any use of the Site or the Socrata Service in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Site and the Socrata Service.

8. Premium Features

Some features may be subject to a Premium Service. By subscribing to a Premium Service, you agree to pay all applicable service fees in accordance with the terms set forth in the Corporate Agreement Number T10-MST0432, Terms of Service and the Site. All service fees are nonrefundable and there are no refunds or credits for partially used periods.

9. Suggestions

You acknowledge and agree that any materials you submit regarding the Site, the Company or Company's products or services, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information ("Suggestions"), are non-confidential and shall become the sole property of Company. Company shall own

exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

10. Third Party Content

Company may provide third party content on the Site and may provide links to Web pages and content of third parties (collectively the "Third Party Content") as a service to those interested in this information. Company does not monitor or have any control over any Third Party Content or third party Web sites. Company does not endorse or adopt any Third Party Content and can make no guarantee as to its accuracy or completeness. Company does not represent or warrant the accuracy of any information contained therein and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk.

12. Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the Site for noncommercial purposes, provided such link does not portray Company or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a Company logo or other proprietary graphic of Company to link to this Site without the express written permission of Company. Further, you may not use, frame or utilize framing techniques to enclose any Company trademark, logo or other proprietary information, including the images found at the Site, the content of any text or the layout/design of any page or form contained on a page on the Site without Company's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of Company or any third party. Company makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party Web sites accessible by hyperlink from the Site, or Web sites linking to the Site. Such sites are not under the control of Company and Company is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. Company provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by Company of any site or any information contained therein. When you leave the Site, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

13. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, subscribers or account holders who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Site and/or terminate the accounts of any users

who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

14. Copyright Complaints

If you believe that anything on the Site infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Agent Designated to Receive Notification of Claimed Infringement: Patrick Behrens

Full Address of Designated Agent to Which Notification Should be Sent: 101 Yesler Way, Suite 502, Seattle, WA 98104

Telephone Number of Designated Agent: Phone (206) 340-8008

E-Mail Address of Designated Agent: copyright@Socrata.com

We may give notice of a claim of copyright infringement to our users by means of a general notice on the Site, electronic mail to a user's email address in our records, or by written communication sent by first-class mail to a user's address in our records.

16. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY COMPANY, THE SITE, THE SITE MATERIALS CONTAINED THEREIN AND THE SOCRATA SERVICE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS IN THE SITE. COMPANY DOES NOT REPRESENT OR WARRANT THAT MATERIALS IN THE SITE OR THE SOCRATA SERVICE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS. WHILE COMPANY ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE SITE AND THE SOCRATA SERVICE SAFE, COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. Company reserves the right to change any and all content contained in the Site and any services or features offered through the Site at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Company.

18. Applicable Law and Venue

These Terms of Service and your use of the Site shall be governed by and construed in accordance with the laws of the State of Washington, applicable to agreements made and to be entirely performed within the State of Washington, without resort to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, you agree that any action at law or in equity arising out of or relating to these Terms of Service shall be filed only in the state and federal courts located in King County, Washington and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms of Service.

19. Termination

Notwithstanding any of these Terms of Service, Company reserves the right, without notice and in its sole discretion, to terminate your right to use the Site and the Socrata Service, and to block or prevent future your access to and use of the Site and the Socrata Service. Company also reserves the right to discontinue the Site and the Service, or any features thereof, at any time without notice. YOU ARE SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY USER CONTENT YOU POST OR STORE ON THE SITE AT YOUR SOLE COST AND EXPENSE.

20. Severability

If any provision of these Terms of Service shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions.

21. Arbitration

YOU AND COMPANY AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS OF SERVICE, THE SITE AND/OR THE SOCRATA SERVICE SHALL BE FINAL AND BINDING ARBITRATION, except that with respect to any claims that a party has infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark or trade secret rights, or you have otherwise violated any of the user conduct rules set forth above, then the parties acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought Arbitration under this Agreement shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and, in the case of consumer disputes, the AAA's Supplementary Procedures for Consumer Related Disputes (the "AAA Consumer Rules") (collectively the "AAA Rules"). The location of the arbitration and the allocation of costs and fees for such arbitration shall be determined in accordance with such AAA Rules and shall be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). If such costs are determined to be excessive in a consumer dispute, [the Company will be responsible for paying all arbitration fees and arbitrator compensation in excess of what is deemed reasonable.] The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS OF SERVICE SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action or proceeding by you related in any way to the Site and/or the Socrata Service be instituted more than three (3) year after the cause of action arose.

22. Questions & Contact Information

Questions or comments about the Site may be directed to Company at the email address termsofservice@socrata.com or by calling us at (206) 340-8008.

SCHEDULE C
TEMPLATE

SERVICES ORDER FORM

Thank you for selecting Socrata. Please review this Services Order Form ("SOF"), which constitutes an agreement ("Agreement") between your organization and Socrata, and submit the completed and signed copy per the instructions below. This SOF incorporates by reference the terms of Corporate Agreement Number T10-MST-432, Social Data Platform Software and Purchased Services, between the State of Washington Department of Information Services and Socrata ("Corporate Agreement"). Once your completed and signed SOF is received, which will constitute your approval and acceptance of the Terms and Conditions, Socrata ("Socrata") will provision the services.

a) Customer Information

Your customer ("Customer") information is as follows:

Customer Name:	
Primary Contact (name, phone, email):	Billing Contact (name, phone, email):
Primary Contact's Address:	Billing Address:
Special Instructions:	P.O. Number (if applicable):

b) Provided Services

Socrata agrees to supply to Customer the services identified in Exhibit A attached hereto, and Customer agrees to accept such, in accordance with the terms of this SOF. This SOF supersedes all other services order forms signed by the parties.

c) Term

The Effective Date of the Agreement shall be the date signed by Customer below. The Term of the Agreement shall be __ months, beginning _____, 2010 and ending _____, 2011. Customer may renew the Agreement for an additional 12 month term via amendment to this SOF.

d) Payment

Recurring Fees. Recurring Fees, as identified on Exhibit A, are due and payable in advance and will be invoiced to Customer per the terms of the Corporate Agreement. If the Agreement is renewed, Recurring Fees shall be due and payable in advance upon signing of the renewal amendment.

Non-Recurring Fees and Bundled Services Fees. Non-Recurring Fees and Bundled Services Fees, as identified on Exhibit A, will be invoiced to Customer upon receipt of the signed SOF in accordance with the Corporate Agreement.

e) General Terms and Conditions

Customer agrees to the general terms and conditions attached hereto as Exhibit B.

f) Signatures

By signing below, you declare that you are authorized to execute this agreement on behalf of Customer and acknowledge your acceptance of all terms and conditions of this Services Order From:

SOCRATA, INC.   **CUSTOMER**

By: _____   By: _____
(Signature)   (Signature)

_____   _____
(Name typed or printed)   (Name typed or printed)

_____   _____
(Title)   (Title)

_____   _____
(Date)   (Date)

g) Order Remittance

To complete the order and initiate the engagement, including provisioning services for your organization, please complete any open fields above, sign and date the form, and submit it to the State of Washington Department of Information Services pursuant to the Corporate Agreement.

Exhibit A – Provided Services

Services Offered. Socrata will provide Customer the following one-time, non-recurring services and related monthly recurring services.

[Table to be inserted here]

Prices offered in this SOF are good through _____, 2010

The offered services are for _____ web property(ies), which may be transferred to other Customer owned web properties, if necessary. Unless otherwise directed, Socrata will provide services for the following web properties:

#	Domain of Web Property
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

If Customer elects the optional Dataset Discovery Module and/or the Private URL/CNAME Module or chooses a plan in which those modules are included, your data site(s) can be rooted at any sub-domain for which you can obtain a valid SSL certificate and which can be delegated to Socrata, for example http://data.yourdomain.gov.

Renewals. The services described above include non-recurring services as well as monthly recurring services, which terminate on a specific termination date, identified in the Term section of this SOF. Before the termination date of this Agreement, Customer must renew services with Socrata in order to avoid disruption of service.

Limitations. The services described above include some services with monthly usage limits. For the Socrata _____ Plan, these limits are: Storage is limited to ___GB aggregate storage; Data Delivery Bandwidth is limited to ___GB of monthly aggregate ingress or egress; Unused Data Delivery Bandwidth expires at the end of each month; Geocoding Module is limited to _____ requests per month; Unused geocoding requests expire at the end of each month; API is limited to _____ requests (calls) per day; Unused API requests expire at the end of each day.

Interstitial. The provided Socrata services shall include the ability for Customer, at Customer's discretion, to define the text of an interstitial that shall be displayed whenever a website visitor navigates from an official Customer web site to a Socrata-powered site operated on behalf of Customer.

Commercial Service Banner. The provided services shall include the ability for Customer, at Customer's discretion, to design and/or define a graphic and/or text banner, the intent of which is to inform web site visitors that the site is operated by a commercial service provider on behalf of Customer,

which shall be persistently and prominently displayed to all web site visitors within the Socrata-powered site operated on behalf of Customer.

Exhibit B – General Terms and Conditions

1. **Fees.** Customer agrees to pay the fees detailed in Exhibit A during the term of this Agreement. Platform and Module Fees are payable for each web property ("Web Property") where the Social Data Platform is initially placed. A Web Property shall be defined as all webpages within a unique Internet domain or subdomain owned or operated by Customer. Social Data Players placed on other Internet domains by end users (that are not employees or other agents of Customer) that draw data from Customer's Social Data Platform shall not represent a Web Property; however, data storage and distribution requirements for such Social Data Players shall incur against Customer's Social Data Platform data storage and delivery. Platform Fees entitle Customer to certain data storage and data delivery levels each month, as measured in 'bytes' and detailed on Exhibit A. Unused data delivery bytes expire at the end of each calendar month during the term of the Agreement and at termination of the Agreement. Unused Non-Recurring Service Fees expire 180 days after the Effective Date of the Agreement. If Customer requires Socrata to train their team members, Customer shall pay for reasonable travel expenses of Socrata personnel for Customer-approved travel to and from Customer's location.

2. **Terms of Service.** You acknowledge that you have read and agree to abide by the Terms of Service in the Corporate Agreement. If any terms are in conflict between this SOF and the Terms of Service, this SOF shall prevail.

3. **Warranty.** Socrata's warranties are set forth in the Corporate Agreement Terms of Service.

4. **Confidential Information.** Any information that a receiving party knows or has reason to know is confidential or proprietary (as identified by the disclosing party) is Confidential Information and shall remain the sole property of the disclosing party. Except as required by law, the terms of this Agreement shall also constitute Confidential Information. Neither party shall disclose, use, modify, copy, reproduce or otherwise divulge Confidential Information of the other, except as required by law. This shall not apply to information known to or independently developed by the receiving party, disclosed in public materials, generally known to the public, or lawfully obtained from any third party.

5. **Assignment.** Neither this Agreement nor any interest in this Agreement may be assigned by Customer without prior express written approval of Socrata.

6. **Final Agreement.** This Agreement terminates and supersedes all prior understandings and agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

7. **Severability**. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable portion had never been included.

8. **Indemnification**. You agree to defend, indemnify and hold harmless Socrata, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any user content you post, store or otherwise transmit on or through the Socrata service, including without limitation any actual or threatened suit, demand or claim made against Socrata and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the user content, your conduct, your violation of the Corporate Agreement Terms of Service or your violation of the rights of any third party.

9. **Limitation of Liability**. IN NO EVENT SHALL SOCRATA, ITS DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SOCRATA SERVICE, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SOCRATA SERVICE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM SOCRATA, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SOCRATA'S RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SOCRATA, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SOCRATA SERVICE EXCEED ANY FEES YOU PAY TO SOCRATA FOR ACCESS TO OR USE OF THE SOCRATA SERVICE.

Amendment Number 11-01
to
Contract Number T10-MST-432
for
Social Data Platform Software and Purchased Services

In accordance with Provision 26 *Authority for Modifications and Amendments* of Contract T10-MST-432, this Amendment is entered into by and between the State of Washington, Department of Information Services (DIS) and Socrata.

The purpose of this amendment is to correct a Product Code and add new items to Schedule A.

The parties hereby agree to amend the Contract as follows: Schedule A is deleted in its entirety and replaced with the attached new Schedule A.

All other provisions of Contract T10-MST-432 shall remain in full force and effect.

This Amendment 11-01 shall be effective as of the date signed by DIS.

Approved   Approved

State of Washington,   **Socrata**
Department of Information Services

_____   _____
Signature   *Signature*

Michael Murtel   Kevin S. Merritt
_____   _____
Print or Type Name   *Print or Type Name*
Telecomm Srs Div
Assistant Director   23 AUG 2010   President ? CEO   8/17/2010
Title   **Date**   **Title**   **Date**

Amendment Number 13-03
to
Contract Number T10-MST-432
for
Social Data Platform Software and Purchased Services

THIS AMENDMENT is in accordance with Contract T10-MST-432 ("Contract") and is entered into by and between the Department of Enterprise Services, an agency of the state of Washington ("DES") and Socrata Inc., a corporation licensed to conduct business in the state of Washington, ("Socrata") and.

WHEREAS, Section 26 of the Contract permits modifications and amendments;

WHEREAS, Amendment 13-02 added two new items to Schedule A but failed to include wholesale pricing; and

WHEREAS, the parties desire to memorialize the Washington State Legislature's transfer of authority over the Contract from the former Department of Information Services ("DIS") to DES.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. Schedule A is deleted in its entirety and replaced with the attached new Schedule A.

2. Effective October 1, 2011 the Contract is hereby assigned in all respects to DES.

3. By signing this Amendment, Socrata hereby consents to this assignment. As assigned, said Contract is hereby amended so that wherever the name DIS is used it shall mean DES.

4. Any and all payments made by DIS to Socrata shall be deemed to have been made by DES and shall discharge DES from any further liability with regard to said payment.

5. All other provisions of Contract T10-MST-432, as amended, shall remain in full force and effect.

6. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.

This Amendment 13-03 shall be effective upon the last date of execution.

Approved

state of Washington,
Department of Enterprise Services
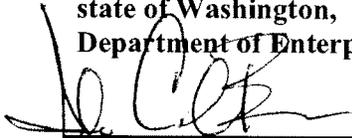
_____
Signature

Dale Colbert
_____
Print or Type Name

Unit Manager   10-3-12
_____
Title   **Date**

Approved

Socrata, Inc.
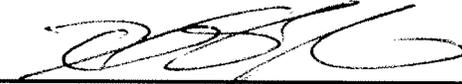
_____
Signature

Phil Sabin
_____
Print or Type Name

CFO   9-25-12
_____
Title   **Date**

Schedule A

PRODUCT CODE	PRODUCT DESCRIPTION	WA WHOLESALE PRICE	CUSTOMER PRICE	ORIGIN	LIST PRICE
SOC-BAS-01000	Socrata Basic – Embed data into your websites, with up to 10GB of storage and 50GB of delivery. Includes co-branded Social Data Player, advanced player customization, advanced visualization, basic API, basic comment moderation, dataset nomination, and more. Price is per month for the first web property.	$464.57	$489.02	USA	$499.00
SOC-PLS-01000	Socrata Plus – Embed data into your websites, with up to 50GB of storage and 250GB of delivery. Includes privately branded Social Data Player, advanced Performance Metrics, advanced player customization, advanced visualization, basic API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery widget, and more. Price is per month for the first web property.	$930.07	$979.02	USA	$999.00
SOC-PRE-01000	Socrata Premium – Embed data into your websites or run your own site like data.gov, with up to 250GB of storage and 1.25TB of delivery. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, custom dataset metadata, and more. Price is per month for the first web property.	$4,654.07	$4899.02	USA	$4999.00
SOC-UNL-01000	Socrata Ultimate – Embed data into your websites or run your own site like data.gov, with nearly unlimited storage and unlimited delivery. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, custom dataset metadata, dataset versioning & snapshots, external user authentication integration, community module for social networking, automated geo-coding for data mapping, and more. Price is per month for the first web property.	$13,033.07	$13719.02	USA	$13999.00

SOC-BAS-02000	Socrata Basic (2nd Web Property) – Embed data into your websites, with up to 10GB of storage and 50GB of delivery. Includes co-branded Social Data Player, advanced player customization, advanced visualization, basic API, basic comment moderation, dataset nomination, and more. Price is per month for the second web property.	$394.88	$415.67	USA	$424.15
SOC-PLS-02000	Socrata Plus (2nd Web Property) – Embed data into your websites, with up to 50GB of storage and 250GB of delivery. Includes privately branded Social Data Player, advanced Performance Metrics, advanced player customization, advanced visualization, basic API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery widget, and more. Price is per month for the second web property.	$790.56	$832.17	USA	$849.15
SOC-PRE-02000	Socrata Premium (2nd Web Property) – Embed data into your websites or run your own site like data.gov, with up to 250GB of storage and 1.25TB of delivery. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, custom dataset metadata, and more. Price is per month for the second web property.	$3,955.96	$4164.17	USA	$4249.15
SOC-UNL-02000	Socrata Ultimate (2nd Web Property) – Embed data into your websites or run your own site like data.gov, with nearly unlimited storage and unlimited delivery. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, custom dataset metadata, dataset versioning & snapshots, external user authentication integration, community module for social networking, automated geo-coding for data mapping, and more. Price is per month for the second web property.	$11,078.11	$11661.17	USA	$11899.15

SOC-BAS-03000	Socrata Basic (3+ Web Properties) – Embed data into your websites, with up to 10GB of storage and 50GB of delivery. Includes co-branded Social Data Player, advanced player customization, advanced visualization, basic API, basic comment moderation, dataset nomination, and more. Price is per month for the third web property and each web property thereafter.	$348.43	$366.77	USA	$374.25
SOC-PLS-03000	Socrata Plus (3+ Web Properties) – Embed data into your websites, with up to 50GB of storage and 250GB of delivery. Includes privately branded Social Data Player, advanced Performance Metrics, advanced player customization, advanced visualization, basic API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery widget, and more. Price is per month for the third web property and each web property thereafter.	$697.55	$734.27	USA	$749.25
SOC-PRE-03000	Socrata Premium (3+ Web Properties) – Embed data into your websites or run your own site like data.gov, with up to 250GB of storage and 1.25TB of delivery. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, custom dataset metadata, and more. Price is per month for the third web property and each web property thereafter.	$3,490.55	$3674.27	USA	$3749.25
SOC-UNL-03000	Socrata Ultimate (3+ Web Properties) – Embed data into your websites or run your own site like data.gov, with nearly unlimited storage and unlimited delivery. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, custom dataset metadata, dataset versioning & snapshots, external user authentication integration, community module for social networking, automated geo-coding for data mapping, and more. Price is per month for the third web property and each web property thereafter.	$9,774.80	$10289.27	USA	$10499.25

SOC-BAS-01001	Advanced Performance Metrics – Adds advanced Performance Metrics to the Socrata Basic plan. Analyze how your data has been accessed and redistributed in real-time. Price is per month for the first web property.	$185.27	$195.02	USA	$199.00
SOC-BAS-01002	Dataset Discovery Widget – Adds dataset discovery widget to the Socrata Basic plan. Enables users to search your dataset catalog from any page within your website. Price is per month for the first web property.	$185.27	$195.02	USA	$199.00
SOC-BAS-01003	Dataset Discovery Module – Adds dataset discovery module to the Socrata Basic plan. Adds a full-sized, customizable data catalog website. Price is per month for the first web property.	$231.82	$244.02	USA	$249.00
SOC-BAS-01004	Community Module – Adds community module to the Socrata Basic plan. Enhances your Social Data Player with community pages. Price is per month for the first web property.	$185.27	$195.02	USA	$199.00
SOC-BAS-01005	Geo-Coding – Adds geo-coding to the Socrata Basic plan. Price is per month for the first web property.	$138.72	$146.02	USA	$149.00
SOC-BAS-02001	Advanced Performance Metrics (2nd Web Property) – Adds advanced Performance Metrics to the Socrata Basic plan. Analyze how your data has been accessed and redistributed in real-time. Price is per month for the second web property.	$157.48	$165.77	USA	$169.15
SOC-BAS-02002	Dataset Discovery Widget (2nd Web Property) – Adds dataset discovery widget to the Socrata Basic plan. Enables users to search your dataset catalog from any page within your website. Price is per month for the second web property.	$157.48	$165.77	USA	$169.15
SOC-BAS-02003	Dataset Discovery Module (2nd Web Property) – Adds dataset discovery module to the Socrata Basic plan. Adds a full-sized, customizable data catalog website. Price is per month for the second web property.	$197.05	$207.42	USA	$211.65
SOC-BAS-02004	Community Module (2nd Web Property) – Adds community module to the Socrata Basic plan. Enhances your Social Data Player with community pages. Price is per month for the second web property.	$157.48	$165.77	USA	$169.15
SOC-BAS-02005	Geo-Coding (2nd Web Property) – Adds geo-coding to the Socrata Basic plan. Price is per month for the second web property.	$117.91	$124.12	USA	$126.65
SOC-BAS-03001	Advanced Performance Metrics (3+ Web Properties) – Adds advanced Performance Metrics to the Socrata Basic plan. Analyze how your data has been accessed and redistributed in real-time. Price is per month for the third web property and each web property thereafter.	$138.95	$146.27	USA	$149.25

SOC-BAS-03002	Dataset Discovery Widget (3+ Web Properties) – Adds dataset discovery widget to the Socrata Basic plan. Enables users to search your dataset catalog from any page within your website. Price is per month for the third web property and each web property thereafter.	$138.95	$146.27	USA	$149.25
SOC-BAS-03003	Dataset Discovery Module (3+ Web Properties) – Adds dataset discovery module to the Socrata Basic plan. Adds a full-sized, customizable data catalog website. Price is per month for the third web property and each web property thereafter.	$173.86	$183.02	USA	$186.75
SOC-BAS-03004	Community Module (3+ Web Properties) – Adds community module to the Socrata Basic plan. Enhances your Social Data Player with community pages. Price is per month for the third web property and each web property thereafter.	$138.95	$146.27	USA	$149.25
SOC-BAS-03005	Geo-Coding (3+ Web Properties) – Adds geo-coding to the Socrata Basic plan. Price is per month for the third web property and each web property thereafter.	$104.04	$109.52	USA	$111.75
SOC-PLS-01001	Dataset Discovery Module – Adds dataset discovery module to the Socrata Plus plan. Adds a full-sized, customizable data catalog website. Price is per month for the first web property.	$557.67	$587.02	USA	$599.00
SOC-PLS-01002	Private URL – DNS CNAME – Adds private URL capability to the Socrata Plus plan. Fully control the URL of your social data site and API. Price is per month for the first web property.	$464.57	$489.02	USA	$499.00
SOC-PLS-01003	User Authentication Integration – Adds user authentication integration to the Socrata Plus plan. Maintain the identities and credentials of users in an authentication system owned and operated by you. Price is per month for the first web property.	$464.57	$489.02	USA	$499.00
SOC-PLS-01004	Community Module – Adds community module to the Socrata Plus plan. Enhances your Social Data Player with community pages. Price Price is per month for the first web property.	$464.57	$489.02	USA	$499.00

SOC-PLS-02001	Dataset Discovery Module (2nd Web Property) – Adds dataset discovery module to the Socrata Plus plan. Adds a full-sized, customizable data catalog website. Price is per month for the second web property	$474.02	$498.97	USA	$509.15
SOC-PLS-02002	Private URL – DNS CNAME (2nd Web Property) – Adds private URL capability to the Socrata Plus plan. Fully control the URL of your social data site and API. Price is per month for the second web property.	$394.88	$415.67	USA	$424.15
SOC-PLS-02003	User Authentication Integration (2nd Web Property) – Adds user authentication integration to the Socrata Plus plan. Maintain the identities and credentials of users in an authentication system owned and operated by you. Price is per month for the second web property.	$394.88	$415.67	USA	$424.15
SOC-PLS-02004	Community Module (2nd Web Property) – Adds community module to the Socrata Plus plan. Enhances your Social Data Player with community pages. Price is per month for the second web property.	$394.88	$415.67	USA	$424.15
SOC-PLS-02005	Geo-Coding (2nd Web Property) – Adds geo-coding to the Socrata Plus plan. Price is per month for the second web property.	$197.05	$207.42	USA	$211.65
SOC-PLS-03001	Dataset Discovery Module (3+ Web Properties) – Adds dataset discovery module to the Socrata Plus plan. Adds a full-sized, customizable data catalog website. Price is per month for the third web property and each web property thereafter.	$418.25	$440.27	USA	$449.25
SOC-PLS-03002	Private URL – DNS CNAME (3+ Web Properties) – Adds private URL capability to the Socrata Plus plan. Fully control the URL of your social data site and API. Price is per month for the third web property and each web property thereafter.	$348.43	$366.77	USA	$374.25
SOC-PLS-03003	User Authentication Integration (3+ Web Properties) – Adds user authentication integration to the Socrata Plus plan. Maintain the identities and credentials of users in an authentication system owned and operated by you. Price is per month for the third web property and each web property thereafter.	$348.43	$366.77	USA	$374.25

SOC-PLS-03004	Community Module (3+ Web Properties) – Adds community module to the Socrata Plus plan. Enhances your Social Data Player with community pages. Price is per month for the third web property and each web property thereafter.	$348.43	$366.77	USA	$374.25
SOC-PLS-03005	Geo-Coding (3+ Web Properties) – Adds geo-coding to the Socrata Plus plan. Price is per month for the third web property and each web property thereafter.	$173.86	$183.02	USA	$186.75
SOC-PRE-01001	User Authentication Integration – Adds user authentication integration to the Socrata Premium plan. Maintain the identities and credentials of users in an authentication system owned and operated by you. Price is per month for the first web property.	$1,395.57	$1469.02	USA	$1499.00
SOC-PRE-01002	Community Module – Adds community module to the Socrata Premium plan. Enhances your Social Data Player with community pages. Price is per month for the first web property.	$1,395.57	$1469.02	USA	$1499.00
SOC-PRE-01003	Geo-Coding – Adds geo-coding to the Socrata Premium plan. Price is per month for the first web property.	$278.37	$293.02	USA	$299.00
SOC-PRE-02001	User Authentication Integration (2nd Web Property) – Adds user authentication integration to the Socrata Premium plan. Maintain the identities and credentials of users in an authentication system owned and operated by you. Price is per month for the second web property.	$1,186.23	$1248.67	USA	$1274.15
SOC-PRE-02002	Community Module (2nd Web Property) – Adds community module to the Socrata Premium plan. Enhances your Social Data Player with community pages. Price is per month for the second web property.	$1,186.23	$1248.67	USA	$1274.15
SOC-PRE-02003	Geo-Coding (2nd Web Property) – Adds geo-coding to the Socrata Premium plan. Price is per month for the second web property.	$236.61	$249.07	USA	$254.15

SOC-PRE-03001	User Authentication Integration (3+ Web Properties) – Adds user authentication integration to the Socrata Premium plan. Maintain the identities and credentials of users in an authentication system owned and operated by you. Price is per month for the third web property and each web property thereafter.	$1,046.68	$1101.77	USA	$1124.25
SOC-PRE-03002	Community Module (3+ Web Properties) – Adds community module to the Socrata Premium plan. Enhances your Social Data Player with community pages. Price is per month for the third web property and each web property thereafter.	$1,046.68	$1101.77	USA	$1124.25
SOC-PRE-03003	Geo-Coding (3+ Web Properties) – Adds geo-coding to the Socrata Premium plan. Price is per month for the third web property and each web property thereafter.	$208.78	$219.77	USA	$224.25
SOC-PRE-06000	Socrata Premium 6-Property Bundle - Socrata Premium (Up to 6 Web Properties) - Embed data into your websites or run your own site like data.gov, with up to 250GB of storage and 1.25TB/month of delivery per Web Property. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataseand t discovery module, dataset discovery widget, custom dataset metadata. Price is per month for all (up to) 6 Web Properties.	$22,529.27	$23715.02	USA	$24199.00
SOC-UNL-01001	Socrata Satellite Web Property - Adds the ability to run a single "Satellite Web Property" to your Unlimited plan. The Satellite Web Property shares the same organization and administration profile as the base Unlimited Plan Web Property with which it is associated. This "accessory" SKU requires an Unlimited Plan base SKU. Limit 10 per base SKU.	$269.06	$283.22	USA	$289.00

SOC-UNL-01010	Socrata 10-Property Satellite Pack - Adds the ability to run up to 10 "Satellite Web Properties" to your Unlimited plan. The Satellite Web Property shares the same organization and administration profile as the base Unlimited Plan Web Property with which it is associated. This "accessory" SKU requires an Unlimited Plan base SKU. Limit 1 per base SKU.	$2,047.27	$2155.02	USA	$2199.00
SOC-SDP-01000	Social Data Platform Pilot Package-The Socrata Social Data Platform Pilot Package. The Socrata team will help you socratize your datasets, as well as integrate them into your site. The Pilot Package includes up to 50 GB of dataset storage, a custom Social Data Player template and up to 100 hours of dataset preparation services. Pilot Package also requires monthly Basic, Plus, Premium, or Unlimited plan.	$17,689.00	$18620.00	USA	$19000.00
SOC-SDP-02000	Social Data Platform QuickStart Package-The Socrata Social Data Platform QuickStart Package. The Socrata team will help you socratize your datasets, as well as integrate them into your site. The QuickStart includes up to 100 GB of dataset storage, a custom Social Data Player template and up to 200 hours of dataset preparation and software customization services. QuickStart Package also requires monthly Basic, Plus, Premium, or Unlimited plan.	$46,550.00	$49000.00	USA	$50000.00
SOC-SDP-03000	Social Data Platform Assisted Launch-The Socrata Social Data Platform Assisted Launch. The Socrata team will help you socratize your datasets, as well as integrate them into your site. The Assisted Launch includes up to 250 GB of dataset storage, a dedicated technical program manager, up to 5 custom Social Data Player templates, dataset discovery module custom theme and design, metadata schema assistance and up to 250 hours of dataset preparation and customization services. Assisted Launch also requires monthly Basic, Plus, Premium, or Unlimited plan.	$92,169.00	$97020.00	USA	$99000.00

| SOC-JMP-92012 | Socrata Premium 20-Property Jump Start - One year (12 calendar months) fixed-term annual subscription to Socrata Premium (Up to 20 Web Properties) - Embed data into your websites or run your own site like data.gov, with up to 250GB of storage and 1.25TB/month of delivery per Web Property. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced performance metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, and custom dataset metadata. Price is for all (up to) 20 Web Properties. Includes the Socrata Pilot Package for each of (up to) the 20 Web Properties. The Pilot Package includes an additional 50 GB of dataset storage, 1 custom Social Data Player template and up to 100 hours of dataset preparation services (the Socrata team will help you socratize your datasets, as well as integrate them into your site). | $1,145,937.18 | $1206249.66 | USA | $1230867.00 |
| SOC-JMP-91012 | Socrata Premium 10-Property Jump Start - One year (12 calendar months) fixed-term annual subscription to Socrata Premium (Up to 10 Web Properties) - Embed data into your websites or run your own site like data.gov, with up to 250GB of storage and 1.25TB/month of delivery per Web Property. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, custom dataset metadata, and more. Price is for a all (up to) 10 Web Properties. Social Includes the Socrata Pilot Package for each of (up to) the 10 Web Properties. The Pilot Package includes an additional 50 GB of dataset storage, 1 custom Social Data Player template and up to 100 hours of dataset preparation | $629,993.74 | $663151.30 | USA | $676685.00 |

	services (the Socrata team will help you socratize your datasets, as well as integrate them into your site).				
SOC-JMP-91010	Socrata Premium 10-Property Jump Start - 10 calendar months fixed-term subscription to Socrata Premium (Up to 10 Web Properties) - Embed data into your websites or run your own site like data.gov, with up to 250GB of storage and 1.25TB/month of delivery per Web Property. Includes privately branded Social Data Player, privately branded publisher platform, privately branded URL, advanced Performance Metrics, advanced player customization, advanced visualization, advanced API, advanced comment moderation, dataset nomination, dataset routing & approval, dataset discovery module, dataset discovery widget, custom dataset metadata, and more. Price is for a all (up to) 10 Web Properties. Social Includes the Socrata Pilot Package for each of (up to) the 10 Web Properties. The Pilot Package includes an additional 50 GB of dataset storage, 1 custom Social Data Player template and up to 100 hours of dataset preparation services (the Socrata team will help you socratize your datasets, as well as integrate them into your site).	$539,700.70	$568106.00	USA	$579700.00
SOC-TRN-01000	Web Publisher Training - This 8 hour training course will teach your data publishers the end-to-end process of taking your existing data and embedding it directly in your web properties with the Social Data Player. They will start by learning how to transform data from your existing databases into a file format that can easily be onboarded into Socrata.com, best practices for making data easily consumable by an audience, and how to customize the Social Data Player so it matches your website's look and feel. Finally, we will teach your team how to embed the Social Data Player and track its web performance. This training is delivered by a Socrata professional and will be delivered at the customer's location or designated classroom. (T&E Add'l)	$2,141.30	$2254.00	USA	$2300.00

SOC-TRN-02000	API Training - This 8 hour training course is for developers who want to access Socrata programmatically via the Socrata API (REST). The course starts with an overview of the Socrata API and then teaches how to feed data from your existing databases directly into Socrata.com, making real-time dataset updates and changes easy. Your team will also learn which data formats make datasets easily consumable by a non-technical audience. Finally, a Socrata professional will provide a hands-on demonstration of creating advanced dataset visualizations, mashups with tools like Google Maps, and multiple dataset mashups. This training is delivered by a Socrata professional and will be delivered at the customer's location or designated classroom. (T&E Add'l)	$2,141.30	$2254.00	USA	$2300.00
SOC-SDP-04000	The Social Data Platform Plus Starter Package includes 12 months of Plus plan; 12 months of Dataset Discovery Module; 12 months of Private URL (DNS CNAME); up to 50 hours of dataset preparation services; up to 8 hours of web publisher training; and the design of 1 customer Social Data Player template. Unused services expire 180 days after purchase. Starter Packages only available for new customers. Savings of 37% if package products and services bought a la carte.	$24,206.00	$25480.00	USA	$26000.00
SOC-SDP-05000	The Social Data Platform Premium Starter Package includes 12 months of Premium plan; 12 months of Community Module; 12 months of User Authentication Integration; 12 months of Geo-coding; up to 150 hours of dataset preparation services; up to 16 hours of web publisher training; up to 8 hours of developer API training; and the design of 1 customer Social Data Player template. Unused services expire 180 days after purchase. Starter Packages only available for new customers. Savings of 30% if package products and services bought a la carte.	$96,824.00	$101920.00	USA	$104000.00

SOC-SDP-06000	The Social Data Platform Ultimate Starter Package includes 12 months of Ultimate plan; up to 200 hours of dataset preparation services; up to 16 hours of web publisher training; up to 16 hours of developer API training; and the design of 1 customer Social Data Player template. Unused services expire 180 days after purchase. Starter Packages only available for new customers. Savings of 31% if package products and services bought a la carte.	$150,822.00	$158760.00	USA	$162000.00
SOC-SDP-07000	The Social Data Platform Proof of Concept. A 90-day trial account to the Socrata Plus Plan. Allows you to upload any one (1) dataset of up to 1GB in size and embed that dataset and/or any derived views from that dataset into your site. Includes one privately branded custom Social Data Player template designed by Socrata, a customer-branded data subdomain designed by Socrata, and appropriate professional services to help you prepare and visualize your data. Socrata professional design and dataset preparation services for the custom Social Data Player template, the customer-branded subdomain and dataset preparation and visualization are limited to 15 hours. Your dataset will be hosted on a private subdomain within the socrata.com domain (i.e. myagency.socrata.com). The 90-day trial period begins automatically on the date on which you first upload the data and ends 90 days later.	$2,793.00	$2940.00	USA	$3000.00
SOC-SUP-02000	24 x 7 Support for Socrata PLUS plan. Requires a subscription to the Socrata PLUS Social Data Platform. Price is per month.	$163.62	$172.24	USA	$175.75
SOC-SUP-03000	24 x 7 Support for Socrata PREMIUM plan. Requires a subscription to the Socrata PREMIUM Social Data Platform. Price is per month.	$963.39	$1014.09	USA	$1034.79
SOC-SUP-04000	24 x 7 Support for Socrata ULTIMATE plan. Requires a subscription to the Socrata ULTIMATE Social Data Platform. Price is per month.	$2,847.72	$2997.60	USA	$3058.78
SOC-SRV-01000	Social Data Player Design Services for one (1) Social Data Player template.	$2,141.30	$2254.00	USA	$2300.00

SOC-SRV-02000	Social Data Player Design Services for five (5) Social Data Player templates.	$4,282.60	$4508.00	USA	$4600.00
SOC-SRV-03000	Socrata dataset preparation services - 50 hour pack. Socrata data analysts will help you extract, transform and load your data and help prepare it for consumption in engaging ways.	$7,066.29	$7438.20	USA	$7590.00
SOC-SRV-04000	Socrata technical program management services - 50 hour pack. A socrata Technical Program Manager (TPM) will lead your project to ensure its success.	$8,833.33	$9298.24	USA	$9488.00
SOC-SRV-05000	Socrata data site design and customization services - 50 hour pack. A socrata designer will work with your design team to design and customize the Socrata Social Data Platform Data Discovery Module to meet your exact design goals.	$8,833.33	$9298.24	USA	$9488.00
SOC-SRV-06000	Socrata metadata / schema design assistance - 50 hour pack. A socrata information architect will help you design metadata and/or schema for your datasets.	$8,833.33	$9298.24	USA	$9488.00
SOC-SRV-00100	Socrata Data Analyst (professional services) hourly rate. Socrata data analysts can help you extract, transform, load and prepare data for optimal consumption experience. Price is per hour.	$144.31	$151.90	USA	$155.00
SOC-SRV-00200	Socrata Designer (professional services) hourly rate. Socrata Designers can help you design data sites and/or custom Social Data Player templates. Price is per hour.	$144.31	$151.90	USA	$155.00
SOC-SRV-00300	Socrata Technical Program Manager (professional services) hourly rate. Socrata Technical Program Managers can lead your data project to success. Price is per hour.	$181.55	$191.10	USA	$195.00
SOC-SRV-00400	Socrata Principal Consultant (professional services) hourly rate. Socrata Principal Consultants can provide technical and non-technical strategic advice with regard to any organizations data dissemination strategy and implementation.	$228.10	$240.10	USA	$245.00
SOC-UNL-02001	Additional 1,000 GB of Data Storage for the Ultimate Plan. Price is per month. This accessory SKU requires the Ultimate Plan.	$371.47	$391.02	USA	$399.00

SOC-UNL-02002	Additional 1,000 GB of Data Delivery Bandwidth for the Ultimate Plan. Price is per month. This accessory SKU requires the Ultimate plan. Unused data delivery bandwidth expires at the end of each month.	$371.47	$391.02	USA	$399.00
SOC-PLS-01006	Add Sitewide Analytics to your first Socrata Social Data Platform Plus plan. Sitewide Analytics allow you to see datasite-level metrics, such as most popular datasets, most commonly searched-for terms and most embedded datasets. Price is per month.	$464.57	$489.02	USA	$499.00
SOC-PLS-02006	Add Sitewide Analytics to your 2nd Socrata Social Data Platform Plus plan. Sitewide Analytics allow you to see datasite-level metrics, such as most popular datasets, most commonly searched-for terms and most embedded datasets. Price is per month.	$394.88	$415.67	USA	$424.15
SOC-PLS-03006	Add Sitewide Analytics to your Socrata Social Data Platform Plus plan (3 or more web properties). Sitewide Analytics allow you to see datasite-level metrics, such as most popular datasets, most commonly searched-for terms and most embedded datasets. Price is per month.	$348.43	$366.77	USA	$374.25
SOC-PLS-01010	Socrata Open Data Site Plus Plan - Embed data into your websites, with up to 50GB of storage, 250GB of delivery and 250,000 API calls per day. Includes open data federation services, dataset level performance metrics, co-branded Open Data Catalog module, Data Publishing Platform, privately branded URL, privately branded Social Data Player. Price is per month for the first web property.	$1,861.07	$1959.02	USA	$1999.00
SOC-PLS-01011	Socrata Canvas Experience Designer Plus Plan - Includes up to 500 canvas pages and up to 5 canvas page templates. Price is per month for the first web property.	$930.07	$979.02	USA	$999.00
SOC-PLS-01012	ESRI ArcGIS Integration Module Plus Plan - Includes up to 500 integrated geospatial datasets. Price is per month for the first web property.	$930.07	$979.02	USA	$999.00
SOC-PLS-01005	Geo-Coding – Adds geo-coding to the Socrata Plus plan. Price is per month for the first web property.	$231.82	$244.02	USA	$249.00

SOC-PLS-01500	Mondara: Drag and Shapefile or KML file and drop it into the Socrata Cloud for an instant online map.	$930.07	$979.02	USA	$999.00
SOC-PLS-01600	FTP Publishing Services: Socrata's FTP Drop-box solution allows customers to send datasets to an FTP server where they will be automatically picked up and imported into their Socrata open data sites.	$464.57	$489.02	USA	$499.00

State of Washington DEPARTMENT OF ENTERPRISE SERVICES *1500 Jefferson St. SE, Olympia, WA 98501 •* COPY	CONTRACT AMENDMENT	
	Contract Number: T10-MST-432 (09612)	**Date Issued:** April 25, 2013
	Amendment Number: Socrata, Inc. 13-05	**Effective Date:** 7/1/13

This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment

Purpose: To add or revise, as applicable, the provisions of the contract relating to a Management Fee. The following language regarding the Management Fee and Sales & Subcontractors Reporting is added to the contract.

Management Fee:
Effective July 1, 2013, Contractor shall pay the Department of Enterprise Services (DES) a fee equal to 0.74% (Management Fee) of the total invoice price, less any taxes, returns, credits, or adjustments, of all sales ("Total Net Sales") under this Contract. Contractor shall hold the Management Fee in trust for DES until such fees are remitted to DES.

The Management Fee will be included in Contractor's pricing, as set forth in the contract (including all amendments), and will not be included as a separate line item on any invoice submitted to a Purchaser.

DES may, at its sole discretion, increase, decrease, or eliminate the Management Fee upon thirty (30) days written notice to Contractor. Any decrease to, or elimination of, the Management Fee, shall be reflected in contract pricing commensurate with the adjustment. DES reserves the right to negotiate contract pricing with the Contractor in the case of an upward adjustment of the Management Fee.

Contractor will provide DES with a sales report detailing Total Net Sales for the preceding quarter ("Sales Report"), in accordance with the Sales & Subcontractors Report section of this Amendment using the requirements and schedule set forth below. DES will send an invoice within 30 days after each quarter, based on the Sales Report. Payment of the Management Fee is due within thirty (30) days of the date of the DES invoice.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all Management Fees have been paid. Failure to accurately report Total Net Sales, to submit a timely Sales Report, or remit timely payment of the Management Fee, may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

Management Fee payment must reference the Contract number, Work Request Number (if applicable), the year and quarter for which the Management Fee is being remitted, and the Contractor's Name as it is known to DES, if not already included on the face of the check. All payments must be sent to:

Name:	State of Washington, Dept. of Enterprise Services Finance Dept
Address:	1500 Jefferson Street Mail Stop 41460

		Olympia WA 98501
Additional:		Contract #: _____,
		Quarter/Year: _____
		Contractor's Name as it is known to DES (if not already included on the face of the check).

Sales & Subcontractors Reporting:

The Contractor shall provide a Sales and Subcontractor Report to the Master Contracts & Consulting Unit on a quarterly basis in the electronic format provided by the Master Contracts & Consulting Unit at: https://fortress.wa.gov/ga/apps/CSR/Login.aspx. A sample Sales & Subcontractor report can be found at: http://www.ga.wa.gov/PCA/SL/ExternalForms/contracting/usage.doc. Contractor must report by customer number and must report when no sales are made. Estimates and averages will not be accepted. Actual sales figures must reported.
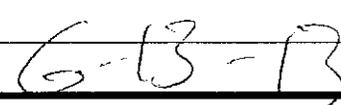
Schedule:

Contractor will provide Usage Reports and Management Fees quarterly, per the following schedule:

FOR ACTIVITY IN THESE MONTHS:	SALES REPORTS DUE	MANAGEMENT FEES DUE
January, February and March	April 30th of same year	Within 30 days of DES Invoice date
April, May and June	July 31st of same year	Within 30 days of DES Invoice date
July, August and September	October 31st of same year	Within 30 days of DES Invoice date
October, November and December	January 31st of following calendar year	Within 30 days of DES Invoice date

Authorizing Signatures

This contract amendment, consisting of two (2) pages and zero (0) attachment(s) consisting of 0 pages is executed by the persons signing below that warrant that they have the authority to execute this contract amendment.

			For State:		
(Contractor Authorized Representative Signature)		*(Date)* 6/10/13	*(Procurement Coordinator Signature)*		*(Date)* 6/13/13
Print Name	Dan Wassel		**Print Name**	Sylvia Sammons	
Telephone No.	206-508-1438		**Telephone No.**	360-407-8226	
Company	Socrata, Inc.		**Company**	Dept. Enterprise Services Master Contracts & Consulting	
Mailing Address	83 S. King St. Suite 107 Seattle, WA 98104		**Mailing Address**	P. O. Box 41411 Olympia, WA 98504-1411	
Physical Address	Same		**Physical Address**	1500 Jefferson St. SE Olympia, WA 98501	
Email:	accounting@socrata.com		**Email:**	sylvia.sammons@des.wa.gov	
		DES Approval			
MCC Manager		Signature/Date	6-13-13		
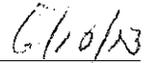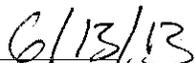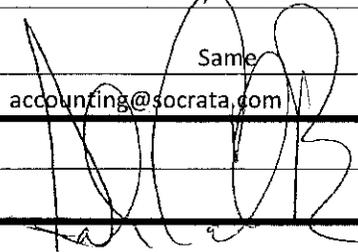
Contract T10-MST-432 (09612) Socrata, Inc., Amendment 13-05   Page **2** of **2**

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson Street SE, Olympia, WA 98501

Amendment Number 14-06 to
Contract Number T10-MST-432 for
Social Data Platform Software and Purchased Services

THIS AMENDMENT is in accordance with Contract T10-MST-432 ("Contract") and is entered into by and between the Department of Enterprise Services, an agency of the state of Washington ("DES") and Socrata Inc., a corporation licensed to conduct business in the state of Washington, ("Socrata").

NOW, THEREFORE, pursuant to Section 26 of the Contract, it is agreed by the parties to amend the Contract as follows:

1. Schedule A is deleted in its entirety and replaced with the attached new Schedule A.

2. All other provisions of Contract T10-MST-432, as amended, shall remain in full force and effect.

This Amendment 14-06 shall be effective upon the last date of execution.

Approved	Approved
State of Washington,	**Socrata, Inc.**
Department of Enterprise Services	
Signature	*Signature*
Dale C. Peri	DAN WASSEL
Print or Type Name	*Print or Type Name*
Procurement	VP FINANCE r Administration 8-20-13
Title *Date*	*Title* *Date*

Amendment 14-06
Contract Number T10-MST-432

Schedule A

Socrata Price List

Jun-13

Product Code	Product Description	DES Price	Customer Price	List Price
	Socrata Open Data Portal- Basic			
	The Socrata Open Data Portal enables government leaders to deliver on their transparency and digital government initiatives with unprecedented speed and costs savings. The Portal offers a complete software-as-a-service platform that unlocks the organization's data from its legacy silos and puts it into people's hands. It simplifies the entire data lifecycle, from capture and collection to distribution and consumption. Key Open Data Portal functionality includes:			
	◆ **Socrata DataSpace:** An elastic cloud-based data storage, indexing and retrieval service that simplifies data management and automatically optimizes access for a wide variety of data sources.			
	◆ **Socrata Data Publishing Services:** Easy-to-use tools for publishing and updating data from spreadsheets, file systems and transactional databases, including real-time automated publishing.			
	◆ **Socrata Data Discovery and Visualization:** Consumer friendly interfaces that make it easy to discover data, explore it online, visualize it with charts and maps, and share it with others.			
	◆ **Socrata Open Data API (SODA):** An open, standards-based API that automatically provides RESTful access and an expressive query language for every dataset.			
	◆ **Socrata Open Data Federation Services:** A game-changing technology that enables two or more organizations to exchange and aggregate their data, with one click.			
	◆ **Socrata Data Player:** A web widget that allows government agencies to embed live data, maps and charts on their agency websites.			

Soc-OD-B	◆ **Socrata Sitewide Analytics:** Real-time analytics on usage, distribution and traffic patterns for each dataset in the Open Data Portal.	$ 4,851.00	$ 4,900.00	$ 5,000.00
	◆ **Socrata Mondara:** Extends the open data experience to geospatial data that was previously only accessible to GIS experts. Mondara makes it easy for the other 99% of users to create rich online maps instantly, and use this valuable data to power location-based services.			
	◆ **Socrata API Foundry**: a powerful wizard-based application that simplifies the creation, deployment and management of enterprise-class APIs for mission-critical cloud and mobile applications. It dynamically creates an API catalog featuring documentation, client code libraries, and an interactive test console for each API to help developers discover, explore, and start using your APIs right away. It also includes enterprise-class capabilities for IT administrators to control fine-grained API access and security, management of application tokens, throttling, and API analytics to monitor trends and usage patterns in real-time.			
	Usage Details:			
	☐ 150 Datasets			
	☐ Unlimited Views and Visualizations			
	☐ Unlimited Users			
	☐ Unlimited Open Data APIs			
	☐ 10 Premium APIs			
	☐ Up to 5 million API calls per month			
	☐ Unlimited Storage			
	☐ Up to 1 TB in bandwidth per month			
	☐ 5 Microsites			
	☐ Native Support for Geospatial Data			
	☐ Up to 50,000 Geocoding Requests per month			
	☐ Sitewide Usage Analytics			
	Price is per month.			
	Socrata Open Data Portal- Extended			

Soc-OD-Ex	The Socrata Open Data Portal enables government leaders to deliver on their transparency and digital government initiatives with unprecedented speed and costs savings. The Portal offers a complete software-as-a-service platform that unlocks the organization's data from its legacy silos and puts it into people's hands. It simplifies the entire data lifecycle, from capture and collection to distribution and consumption. Key Open Data Portal functionality includes: ♦ **Socrata DataSpace:** An elastic cloud-based data storage, indexing and retrieval service that simplifies data management and automatically optimizes access for a wide variety of data sources. ♦ **Socrata Data Publishing Services:** Easy-to-use tools for publishing and updating data from spreadsheets, file systems and transactional databases, including real-time automated publishing. ♦ **Socrata Data Discovery and Visualization:** Consumer friendly interfaces that make it easy to discover data, explore it online, visualize it with charts and maps, and share it with others. ♦ **Socrata Open Data API (SODA):** An open, standards-based API that automatically provides RESTful access and an expressive query language for every dataset. ♦ **Socrata Open Data Federation Services:** A game-changing technology that enables two or more organizations to exchange and aggregate their data, with one click. ♦ **Socrata Data Player:** A web widget that allows government agencies to embed live data, maps and charts on their agency websites. ♦ **Socrata Sitewide Analytics:** Real-time analytics on usage, distribution and traffic patterns for each dataset in the Open Data Portal.	$ 9,702.00	$ 9,800.00	$ 10,000.00

◆ **Socrata Mondara:** Extends the open data experience to geospatial data that was previously only accessible to GIS experts. Mondara makes it easy for the other 99% of users to create rich online maps instantly, and use this valuable data to power location-based services.

◆ **Socrata API Foundry**: a powerful wizard-based application that simplifies the creation, deployment and management of enterprise-class APIs for mission-critical cloud and mobile applications. It dynamically creates an API catalog featuring documentation, client code libraries, and an interactive test console for each API to help developers discover, explore, and start using your APIs right away. It also includes enterprise-class capabilities for IT administrators to control fine-grained API access and security, management of application tokens, throttling, and API analytics to monitor trends and usage patterns in real-time.

Usage Details:
- 500 Datasets
- Unlimited Views and Visualizations
- Unlimited Users
- Unlimited Open Data APIs
- 25 Premium APIs
- Up to 20 million API calls per month
- Unlimited Storage
- Up to 2 TB in bandwidth per month
- 10 Microsites
- Native Support for Geospatial Data
- Up to 250,000 Geocoding Requests per month
- Sitewide Usage Analytics

Price is per month.

Socrata Open Data Portal – Enterprise

	The Socrata Open Data Portal enables government leaders to deliver on their transparency and digital government initiatives with unprecedented speed and costs savings. The Portal offers a complete software-as-a-service platform that unlocks the organization's data from its legacy silos and puts it into people's hands. It simplifies the entire data lifecycle, from capture and collection to distribution and consumption. Key Open Data Portal functionality includes: ◆ **Socrata DataSpace:** An elastic cloud-based data storage, indexing and retrieval service that simplifies data management and automatically optimizes access for a wide variety of data sources. ◆ **Socrata Data Publishing Services:** Easy-to-use tools for publishing and updating data from spreadsheets, file systems and transactional databases, including real-time automated publishing. ◆ **Socrata Data Discovery and Visualization:** Consumer friendly interfaces that make it easy to discover data, explore it online, visualize it with charts and maps, and share it with others. ◆ **Socrata Open Data API (SODA):** An open, standards-based API that automatically provides RESTful access and an expressive query language for every dataset. ◆ **Socrata Open Data Federation Services:** A game-changing technology that enables two or more organizations to exchange and aggregate their data, with one click. ◆ **Socrata Data Player:** A web widget that allows government agencies to embed live data, maps and charts on their agency websites. ◆ **Socrata Sitewide Analytics:** Real-time analytics on usage, distribution and traffic patterns for each dataset in the Open Data Portal.			
Soc-OD-Ent		$ 14,553.00	$ 14,700.00	$ 15,000.00

	♦ **Socrata Mondara:** Extends the open data experience to geospatial data that was previously only accessible to GIS experts. Mondara makes it easy for the other 99% of users to create rich online maps instantly, and use this valuable data to power location-based services.					
	♦ **Socrata API Foundry**: a powerful wizard-based application that simplifies the creation, deployment and management of enterprise-class APIs for mission-critical cloud and mobile applications. It dynamically creates an API catalog featuring documentation, client code libraries, and an interactive test console for each API to help developers discover, explore, and start using your APIs right away. It also includes enterprise-class capabilities for IT administrators to control fine-grained API access and security, management of application tokens, throttling, and API analytics to monitor trends and usage patterns in real-time.					
	Usage Details: ☐ 1,500 Datasets ☐ Unlimited Views and Visualizations ☐ Unlimited Users ☐ Unlimited Open Data APIs ☐ 50 Premium APIs ☐ Up to 100 million API calls per month ☐ 15 Microsites ☐ Native Support for Geospatial Data ☐ Up to 500,000 Geocoding Requests per month ☐ Sitewide Usage Analytics Price is per month.					
Soc-OD-311	**Socrata Open 311 Explorer –** A ready-to-deploy app that extends 311 service request systems to the web and enables effective self-service for residents. This map-based explorer allows residents to check on their service request, visualize what's happening in their neighborhood, and compare service levels across city departments. This app takes 1 dataset, which is updated directly from the city's 311 system. **Usage Details:**	$	485.10	$	490.00	$	500.00

	-1 API connection, or file upload from 311 system Price is per month.				
Soc-OD-CB	**Socrata Open Checkbook Explorer –** A ready-to-deploy app that provides easy, intuitive ways for any user to explore and visualize their government's expenditures, by department, by type, and by vendor, for any given date range. The intuitive consumer-style user interface allows users to visualize trends, compare expenditures across departments, find total spend by vendor, and drill-down to the checkbook-level data. The same app can be repurposed for budget exploration. **Usage Details:** -1 API Connection, or file upload from Expenditure database Price is per month.	$ 970.20	$ 980.00	$ 1,000.00
Soc-OD-GIS	**Socrata ArcGIS Connect –** Easily Integrates maps from an Esri environment into the Open Data Portal in order to allow GIS professionals to leverage their existing assets and infrastructure, while giving citizens a unified open data experience. For use with ESRI ArcGIS 10.x **Usage Details:** -Open Data Connector for ArcGIS 10.x Price is per month.	$ 970.20	$ 980.00	$ 1,000.00
Soc-OD-EL	**Socrata Open Elections Explorer –** A web and mobile application for disseminating and visualizing up-to-date election results, and ballot measures. The app also includes an interactive map for locating ballot drop boxes, with pertinent voter information. The app gives citizens an easy way to explore election results using interactive charts while offering the government organization a scalable system that streamlines frequent updates on web and mobile interfaces, as results are tabulated and counted, with no manual intervention. **Usage Details:** -1 API connection, or file upload from election results system Price is per month.	$ 1,455.30	$ 1,470.00	$ 1,500.00
	Socrata Health Indicators Explorer –				

Soc-OD-HM	A comprehensive health indicator data warehouse and interactive dashboard that brings together trend data on up to 200 health system measures from multiple data sources to provide a picture of the status of the health system. It allows analysts, practioners and members of the public to quickly view data on a given topic from multiple sources; Compare national metrics with regional and state level metrics; See trends over time; Compare data across variables such as income, race, age, and insurance coverage type; View data in both graphical and table format; Explore the data, create custom visualizations, download and access the data programmatically via open APIs. **Usage Details:** -Interactive Dashboard for up to 200 Health Indicators Price is per month.	$ 4,851.00	$ 4,900.00	$ 5,000.00
Soc-OD-DS	**Socrata Custom Data Exploration and Visualization Apps –** Through the use of Socrata's DataSlate, a data experience content and creation tool, we can create custom experiences to match your desired need. This drag-and-drop design tools allows us to create beautiful web and mobile information products for our clients that bring the citizen experience to the modern consumer era. Custom experiences can be scoped and delivered in a fast and cost effective way. **Usage Details:** -Will require an instance of the Socrata Platform and account for the number of DataSlate Templates. Price is per month.	Less 1%	Less 2%	$Priced according to Scope
	Socrata API Foundry Socrata API Foundry offers data-rich organizations a powerful new way to modernize their data integration infrastructure, participate in the data economy, and support developer ecosystems around their data. API Foundry extends any enterprise system or data source with Application Programming Interfaces (APIs) that can be created and deployed in minutes to internal IT programmers, partner organizations, or external developer communities.			

Soc-AF-S	Socrata API Foundry includes powerful features that simplify the creation, deployment, and management of developer-ready APIs, including: ◆ A wizard-based application that allows a business analyst to create, customize, and deploy an API in minutes, from virtually any data source. ◆ Dynamic creation of an API catalog featuring documentation, client code libraries and an interactive test console for each API, to help developers discover, explore and start using your APIs right away. ◆ Enterprise-class capabilities for IT administrators to control fine-grained API access and security, manage application tokens, and allocate API resources in real-time. ◆ Internet-scale SLAs to support API deployments for mission-critical web and mobile applications and other enterprise integration interfaces. ◆ API analytics to monitor trends and application usage patterns in real-time. (API Foundry can be sold and deployed as a standalone product or seamlessly integrated into any Socrata product, including the Open Data Portal.) **Usage Details:** - API Catalog, with a Pack of 10 Premium APIs Price is per month.	$ 1,940.40	$ 1,960.00	$ 2,000.00
Socrata Open Data Microsite Packs	**Microsite Packs** Microsites feature allows a parent organization in a large-scale deployment to provide branded microsites to its smaller city and county partners, on a shared open data portal. This shared services model supports the creation of regional data hubs, and allows multiple jurisdictions to pool their data for economies of scale and reach. Citizens benefit from a unified data access experience, while government participants enjoy greater collaboration and deeper insights. **Usage Details:** -Microsite packs include 5 Microsites	$ 970.20	$ 980.00	$ 1,000.00

	-Each Microsite has a limit of 50 datasets -Microsites share the usage limits of the parent's site Price is per pack.			
Soc-OD-Lan-EN Soc-OD-Lan-ES Soc-OD-Lan-FR Soc-OD-Lan-DE Soc-OD-Lan-IT Soc-OD-Lan-PO	**Socrata Open Data Additional Language Packs** Native language at no cost. A customer may choose to localize the Socrata Open Data Portal, or Socrata Govstat in any Western Language, including English, Spanish, French, Italian, German and Portuguese. The customer will supply translated content in text. Available Languages: - English - Español - Français - Deutsch - Italiano - Português Price is per additional language.	$ 970.20	$ 980.00	$ 1,000.00
Soc-GS-B	**Socrata GovStat – Basic** Socrata's GovStat is a performance measurement and reporting platform, designed specifically for government. GovStat helps public sector leaders bring data, collaboration, and citizen feedback into the decision making process. It simplifies data-driven management, from goal setting, to measuring performance against goals, to communicating progress with internal stakeholders and citizens. GovStat takes advantage of Socrata's open data technologies to put performance data into employees' hands, so they can collect, visualize and share that data more easily. GovStat also introduces these unique design features: ◆Easy-to-use interfaces to organize performance data from multiple sources into one cloud-based "data warehouse" that all employees can access, without the need for user licenses. ◆A consistent language and common definitions for performance measurement across departments.	$ 7,276.50	$ 7,350.00	$ 7,500.00

	◆Dynamic dashboards that continuously review progress against goals and allow employees to understand how their programs are connected. ◆Automatic calculation and reporting of progress against strategic goals. ◆ Intuitive drag-and-drop interfaces that give all employees the power to create dynamic reports, and share them with others, instantly. ◆An interactive public dashboard that gives citizens easy access to performance information so they can easily understand what their government is doing and offer feedback. **Usage Details:** -2 Dashboards -20 Goals -150 Datasets -Unlimited Reports -Unlimited Users Price is per month.					
Soc-GS-Ex	**Socrata GovStat – Extended** Socrata's GovStat is a performance measurement and reporting platform, designed specifically for government. GovStat helps public sector leaders bring data, collaboration, and citizen feedback into the decision making process. It simplifies data-driven management, from goal setting, to measuring performance against goals, to communicating progress with internal stakeholders and citizens. GovStat takes advantage of Socrata's open data technologies to put performance data into employees' hands, so they can collect, visualize and share that data more easily. GovStat also introduces these unique design features: ◆Easy-to-use interfaces to organize performance data from multiple sources into one cloud-based "data warehouse" that all employees can access, without the need for user licenses. ◆A consistent language and common definitions for performance measurement across departments.	$ 14,553.00	$	14,700.00	$	15,000.00

	◆Dynamic dashboards that continuously review progress against goals and allow employees to understand how their programs are connected. ◆Automatic calculation and reporting of progress against strategic goals. ◆ Intuitive drag-and-drop interfaces that give all employees the power to create dynamic reports, and share them with others, instantly. ◆An interactive public dashboard that gives citizens easy access to performance information so they can easily understand what their government is doing and offer feedback. **Usage Details:** -5 Dashboards -100 Goals -500 Datasets -Unlimited Reports -Unlimited Users Price is per month.			
Soc-GS-Ent	**Socrata GovStat – Enterprise** Socrata's GovStat is a performance measurement and reporting platform, designed specifically for government. GovStat helps public sector leaders bring data, collaboration, and citizen feedback into the decision making process. It simplifies data-driven management, from goal setting, to measuring performance against goals, to communicating progress with internal stakeholders and citizens. GovStat takes advantage of Socrata's open data technologies to put performance data into employees' hands, so they can collect, visualize and share that data more easily. GovStat also introduces these unique design features: ◆Easy-to-use interfaces to organize performance data from multiple sources into one cloud-based "data warehouse" that all employees can access, without the need for user licenses. ◆A consistent language and common definitions for performance measurement across departments.	$ 29,106.00	$ 24,900.00	$ 30,000.00

	◆Dynamic dashboards that continuously review progress against goals and allow employees to understand how their programs are connected. ◆Automatic calculation and reporting of progress against strategic goals. ◆ Intuitive drag-and-drop interfaces that give all employees the power to create dynamic reports, and share them with others, instantly. ◆An interactive public dashboard that gives citizens easy access to performance information so they can easily understand what their government is doing and offer feedback. **Usage Details:** -20 Dashboards -400 Goals -1,500 Datasets -Unlimited Reports -Unlimited Users Price is per month.				
Soc-GS-Lan-EN Soc-GS-Lan-ES Soc-GS-Lan-FR Soc-GS-Lan-DE Soc-GS-Lan-IT Soc-GS-Lan-PO	**GovStat Additional Language Packs** Native language at no cost. A customer may choose to localize the Socrata Open Data Portal, or Socrata Govstat in any Western Language, including English, Spanish, French, Italian, German and Portuguese. The customer will supply translated content in text. Available Languages: - English - Español - Français - Deutsch - Italiano - Português Price is per additional language.	$ 970.20	$ 980.00	$ 1,000.00	
	Socrata Data Collect – Basic				

Soc-DC-B	Socrata's DataCollect is a cloud-based platform that simplifies the design, deployment, and management of intelligent data capture apps from authorized users, on any modern device. DataCollect streamlines the process of collecting data from mobile workers to support inspections and other line-of-business field applications. DataCollect also enables government organizations and NGOs to crowd-source data from the public, for a variety of "citizen-reporter" applications ranging from emergency response management, to opinion surveys. Socrata DataCollect creates intelligent data capture apps that offer speed, end-to-end simplicity and extreme flexibility. Key features include: ◆Drag-and-drop form designer with automatic optimization for mobile display on iOS and Android platforms. ◆Configurable rules-based form validation, and application business logic to ensure data accuracy at the point of capture. ◆ Data capture apps support simple, or multi-step campaigns that combine intelligent forms, business workflow and user management. ◆Seamless cloud synchronization and offline capabilities. ◆1-click app deployment with built-in integration to GPS location, notification services and camera functions on the device. ◆Smart reporting and usage analytics ◆Automatic integration with Socrata's cloud-based data store to aggregate, query, distribute and visualize data as it's captured. **Usage Details:** -Unlimited Users -5 Data Collection Apps -50 Active Forms -50k Form Submissions per Month Price is per month.	$	4,851.00	$	4,900.00	$	5,000.00
	Socrata Data Collect – Extended						

| Soc-DC-Ex | Socrata's DataCollect is a cloud-based platform that simplifies the design, deployment, and management of intelligent data capture apps from authorized users, on any modern device. DataCollect streamlines the process of collecting data from mobile workers to support inspections and other line-of-business field applications. DataCollect also enables government organizations and NGOs to crowd-source data from the public, for a variety of "citizen-reporter" applications ranging from emergency response management, to opinion surveys.

Socrata DataCollect creates intelligent data capture apps that offer speed, end-to-end simplicity and extreme flexibility. Key features include:

◆Drag-and-drop form designer with automatic optimization for mobile display on iOS and Android platforms.
◆Configurable rules-based form validation, and application business logic to ensure data accuracy at the point of capture.
◆ Data capture apps support simple, or multi-step campaigns that combine intelligent forms, business workflow and user management.

◆Seamless cloud synchronization and offline capabilities.
◆1-click app deployment with built-in integration to GPS location, notification services and camera functions on the device.
◆Smart reporting and usage analytics
◆Automatic integration with Socrata's cloud-based data store to aggregate, query, distribute and visualize data as it's captured.
Usage Details:
-Unlimited Users
-10 Data Collection Apps
-100 Active Forms
-200k Form Submissions per Month
Price is per month. | $ 9,702.00 | $ 9,800.00 | $ 10,000.00 |
| | **Socrata Data Collect – Enterprise** | | | |

Soc-DC-Ent	Socrata's DataCollect is a cloud-based platform that simplifies the design, deployment, and management of intelligent data capture apps from authorized users, on any modern device. DataCollect streamlines the process of collecting data from mobile workers to support inspections and other line-of-business field applications. DataCollect also enables government organizations and NGOs to crowd-source data from the public, for a variety of "citizen-reporter" applications ranging from emergency response management, to opinion surveys. Socrata DataCollect creates intelligent data capture apps that offer speed, end-to-end simplicity and extreme flexibility. Key features include: ◆Drag-and-drop form designer with automatic optimization for mobile display on iOS and Android platforms. ◆Configurable rules-based form validation, and application business logic to ensure data accuracy at the point of capture. ◆ Data capture apps support simple, or multi-step campaigns that combine intelligent forms, business workflow and user management. ◆Seamless cloud synchronization and offline capabilities. ◆1-click app deployment with built-in integration to GPS location, notification services and camera functions on the device. ◆Smart reporting and usage analytics ◆Automatic integration with Socrata's cloud-based data store to aggregate, query, distribute and visualize data as it's captured. **Usage Details:** -Unlimited Users -20 Data Collection Apps -500 Active Forms -500k Form Submissions per Month Price is per month.	$ 19,404.00	$ 19,600.00	$ 20,000.00
	Socrata Open Data Launch Package- Basic			

Soc-PS-ODP-B	The Socrata Client Services Methodology (CSM) will allow us to quickly and efficiently deploy your Open Data solution. As part of the CSM process the Socrata team will guide you from project kickoff and charter through to Go-live and launch. This service includes a Program Manager to lead the deployment, a Socrata Designer to work with you to design your Open Data Portal, and a Socrata Data Analyst will help you identify, transform, load, and visualize your data. The Socrata data analyst will help you curate your datasets for quality and will pay special attention to visual presentation and end consumer result. Weekly meetings will be run by the Socrata team throughout your deployment and up until your launch date, to assure success and deliver the anticipated results. **Usage Details:** ☐ Project charter ☐ Kickoff call and up to (4) weekly meetings through launch date ☐ DNS and SSL setup ☐ Site skinning, styling, and CSS ☐ Custom header and footer ☐ Integration of "suggest a dataset" functionality ☐ Real-time integrated help connecter for support.socrata.com ☐ Administrative training ☐ Training on the upload of your first dataset via Socrata University ☐ Enrollment in Socrata University 101, and API 101 classes ☐ Up to 50 Hours	$ 8,004.15	$ 8,085.00	$ 8,250.00
	Socrata Open Data Launch Package- Standard				

Soc-PS-ODP-S	The Socrata Client Services Methodology (CSM) will allow us to quickly and efficiently deploy your Open Data solution. As part of the CSM process the Socrata team will guide you from project kickoff and charter through to Go-live and launch. This service includes a Program Manager to lead the deployment, a Socrata Designer to work with you to design your Open Data Portal, and a Socrata Data Analyst will help you identify, transform, load, and visualize your data. The Socrata data analyst will help you curate your datasets for quality and will pay special attention to visual presentation and end consumer result. Weekly meetings will be run by the Socrata team throughout your deployment and up until your launch date, to assure success and deliver the anticipated results. **Usage Details:** ☐ Project charter ☐ Kickoff call and up to (6) weekly meetings through launch date ☐ DNS and SSL setup ☐ Site skinning, styling, and CSS ☐ Custom header and footer ☐ Integration of "suggest a dataset" functionality ☐ Administrative training ☐ Training on the upload of your first dataset via Socrata University ☐ Real-time integrated help connecter for support.socrata.com ☐ Enrollment in Socrata University 101, 201 and API 101 classes ☐ Initial data upload of up to 5 datasets ☐ Data curation of up to 10 datasets ☐ Custom Social Data Player styling and configuration ☐ Graphic Design and implementation of your home page stories ☐ Graphic Design and implementation of your home page featured datasets ☐ Up to 75 Hours	$ 12,006.23	$ 12,127.50	$ 12,375.00

	This package also includes the help from our marketing and public relations team to help you with your public launch. Including a PR kit, support for a kickoff event, and open data collateral to share with internal staff.			
Soc-PS-ODP-P	**Socrata Open Data Launch Package- Premium** The Socrata Client Services Methodology (CSM) will allow us to quickly and efficiently deploy your Open Data solution. As part of the CSM process the Socrata team will guide you from project kickoff and charter through to Go-live and launch. This service includes a Program Manager to lead the deployment, a Socrata Designer to work with you to design your Open Data Portal, and a Socrata Data Analyst will help you identify, transform, load, and visualize your data. The Socrata data analyst will help you curate your datasets for quality and will pay special attention to visual presentation and end consumer result. Weekly meetings will be run by the Socrata team throughout your deployment and up until your launch date, to assure success and deliver the anticipated results. **Usage Details:** ☐ Project charter ☐ Kickoff call and up to (12) weekly meetings through launch date ☐ DNS and SSL setup ☐ Site skinning, styling, and CSS ☐ Custom header and footer ☐ Integration of "suggest a dataset" functionality ☐ Administrative training ☐ Training on the upload of your first dataset via Socrata University ☐ Up to 3 private, individual training sessions tailored for your open data launch needs ☐ Enrollment in Socrata University 101, 201 and API 101 classes ☐ Initial data upload of up to 15 datasets ☐ Data curation of up to 20 datasets ☐ Custom Social Data Player styling and configuration	$ 24,012.45	$ 24,255.00	$ 24,750.00

	☐ Graphic Design and implementation of your home page stories ☐ Graphic Design and implementation of your home page featured datasets ☐ API Foundry training and advanced API setup for up to 3 key datasets ☐ Semi-annual health check and best practices tune-up ☐ Up to 150 hours This package also includes the help from our marketing and public relations team to help you with your public launch. Including a PR kit, support for a kickoff event, and open data collateral to share with internal staff.			
Soc-PS-ODP-C	**Socrata Open Data Launch Package- Custom** -Custom Scope and Pricing Required	Less 1%	Less 2%	$Priced according to
	Socrata GovStat Launch Package- Basic The Socrata Connected Performance Methodology (CPM) ensures a rapid and successful deployment of the GovStat Solution in order to support your performance management program with purpose-built technology and expert advisory services. As part of the engagement process, the Socrata team works closely with the your performance management program office, from project kickoff and setting a program charter, through to go-live and launch. The methodology maps to the key success steps in setting up a data-driven management program: 1- Setting and formulating strategic goals; 2- Collecting data and mapping it to key priorities; 3- Dynamically visualizing prevailing metrics and indicators; 4- Measuring progress against goals using internal dashboards; 5- Democratizing report creation and distribution; 6- Communicating progress to and engaging with citizens. **GovStat Launch Package-** *Basic* **, includes a mix of technical consulting and advisory services over the expected 12-week period:** ☐ Kickoff call and up to (12) weekly meetings through launch date ☐ GovStat site setup including: DNS and SSL, site configuration and, styling,			

Soc-PS-GS-B	☐ 2 Site Administration training sessions ☐ 2 Data Publishing and Visualization training sessions ☐ 2 Goal-setting and Dashboard Creation training sessions ☐ 2 Report creation and customizations training sessions ☐ Socrata-led initial data upload and visualization of up to 5 datasets ☐ Socrata-led initial setup of 1 dashboard with 1 complete goal ☐ Client-led, Socrata-assisted, end-to-end configuration of 2 more strategic goals, visualized on the organization's dashboard ☐ Enrollment in Socrata University GovStat 100- and 200-level classes ☐ Access to technical support and expert assistance throughout the project ☐ **15 hours of Advisory Services** that can be allocated towards developing a project charter; Developing a data-driven goals framework; Successfully running a Stats Program and Stats Meetings; Reviewing internal communication; Best practices in engaging with citizens ☐ This package also includes active assistance from our marketing and public relations team to help craft and launch a successful communication strategy, including a PR kit, support for a kickoff event, organizing a webinar, and collateral to share with internal staff ☐ One onsite engagements of up to 3 days. The rest will be managed and delivered remotely using web and telephone conferencing ☐ Up to 60 Hours	$ 12,006.23	$ 12,127.50	$ 12,375.00
	Socrata GovStat Launch Package- Standard			

Soc-PS-GS-S	The Socrata Connected Performance Methodology (CPM) ensures a rapid and successful deployment of the GovStat Solution in order to support your performance management program with purpose-built technology and expert advisory services. As part of the engagement process, the Socrata team works closely with the your performance management program office, from project kickoff and setting a program charter, through to go-live and launch. The methodology maps to the key success steps in setting up a data-driven management program: 1- Setting and formulating strategic goals; 2- Collecting data and mapping it to key priorities; 3- Dynamically visualizing prevailing metrics and indicators; 4- Measuring progress against goals using internal dashboards; 5- Democratizing report creation and distribution; 6- Communicating progress to and engaging with citizens. **GovStat Launch Package- *Standard* , includes a mix of technical consulting and advisory services over the expected 12-week period:** ☐ Kickoff call and up to (12) weekly meetings through launch date ☐ GovStat site setup including: DNS and SSL, site configuration and, styling, ☐ 3 Site Administration training sessions ☐ 3 Data Publishing and Visualization training sessions ☐ 3 Goal-setting and Dashboard Creation training sessions ☐ 3 Report creation and customizations training sessions ☐ Socrata-led initial data upload and visualization of up to 10 datasets ☐ Socrata-led initial setup of 1 dashboard with 2 complete goals in 2 categories ☐ Client-led, Socrata-assisted, end-to-end configuration of 4 more strategic goals, visualized on the organization's dashboard ☐ Enrollment in Socrata University GovStat 100- and 200-level classes ☐ Access to technical support and expert assistance throughout the project	$ 18,191.25	$ 18,375.00	$ 18,750.00	

	□ **25 hours of Advisory Services** that can be allocated towards Developing a project charter; Developing a data-driven goals framework; Successfully running a Stats Program and Stats Meetings; Reviewing internal communication; Best practices in engaging with citizens □ This package also includes active assistance from our marketing and public relations team to help craft and launch a successful communication strategy, including a PR kit, support for a kickoff event, organizing a webinar, and collateral to share with internal staff □ One onsite engagement of up to 4 days. The rest will be managed and delivered remotely using web and telephone conferencing □ Up to 90 Hours			
	Socrata GovStat Launch Package- Premium The Socrata Connected Performance Methodology (CPM) ensures a rapid and successful deployment of the GovStat Solution in order to support your performance management program with purpose-built technology and expert advisory services. As part of the engagement process, the Socrata team works closely with the your performance management program office, from project kickoff and setting a program charter, through to go-live and launch. The methodology maps to the key success steps in setting up a data-driven management program: 1- Setting and formulating strategic goals; 2- Collecting data and mapping it to key priorities; 3- Dynamically visualizing prevailing metrics and indicators; 4- Measuring progress against goals using internal dashboards; 5- Democratizing report creation and distribution; 6- Communicating progress to and engaging with citizens. **GovStat Launch Package-*Premium*, includes a mix of technical consulting and advisory services over the expected 16-week period:** □ Kickoff call and up to (16) weekly meetings through launch date □ GovStat site setup including: DNS and SSL, site configuration and, styling,			

Soc-PS-GS-P	□ 3 Site Administration training sessions □ 3 Data Publishing and Visualization training sessions □ 3 Goal-setting and Dashboard Creation training sessions □ 3 Report creation and customizations training sessions □ Socrata-led initial data upload and visualization of up to 15 datasets □ Socrata-led initial setup of 2 dashboards with up to 2 complete goals each □ Client-led, Socrata-assisted, end-to-end configuration of a complete dashboard with up to 10 visualized goals □ Enrollment in Socrata University 101 and 201 classes □ Access to technical support and expert assistance throughout the project □ **40 hours of Advisory Services** that can be allocated towards Developing a project charter; Developing a data-driven goals framework; Successfully running a Stats Program and Stats Meetings; Reviewing internal communication; Best practices in engaging with citizens □ This package also includes active assistance from our marketing and public relations team to help craft and launch a successful communication strategy, including a PR kit, support for a kickoff event, organizing a webinar, and collateral to share with internal staff □ Two onsite engagements of up to 4 days each. The rest will be managed and delivered remotely using web and telephone conferencing. □ This package also includes 2 semi-annual health checks and best practices tune-ups □ Up to 150 Hours	$ 38,201.63	$ 38,587.50	$ 39,375.00
Soc-PS-GS-C	**GovStat Launch Package- Custom** -Custom Scope and Pricing Required	Less 1%	Less 2%	$Priced according to
Soc-SU-ODP-B	**Socrata Open Data – Standard Support** -8:00am to 5:00pm PT -Email, Phone and Web Support -Self-Service Support Knowledgebase -4-hour Response SLA Price is included with chosen OpenData package cost.	Included with OpenData Packages	Included with OpenData Packages	Included with OpenData Packages

Soc-SU-ODP-P	**<u>Socrata Open Data- Premier Support</u>** -24x7 Support -Email, Phone and Web Support -Prioritized Ticket Queue -1-hour Response SLA for Severity 1 issues -Access to the Socrata Community portal -Access to the Socrata knowledge base via the online support portal -Two (2) Tune-Ups per Year Price is per month.	+15% of OpenData Package Monthly Subscription Cost	+15% of OpenData Package Monthly Subscription Cost	+15% of OpenData Package Monthly Subscription Cost
Soc-SU-GS-B	**<u>Socrata GovStat Support- Basic</u>** -8:00am to 5:00pm PT -Email, Phone and Web Support -Self-Service Support Knowledgebase -4-hour Response SLA Price is included with chosen GovStat package cost.	Included with GS Packages	Included with GS Packages	Included with GS Packages
Soc-SU-GS-P	**<u>Socrata GovStat Support- Premier</u>** -24x7 Support -Email, Phone and Web Support -Prioritized Ticket Queue -1-hour Response SLA for Severity 1 issues -Access to the Socrata Community portal -Access to the Socrata knowledge base via the online support portal -Two (2) Tune-Ups per Year Price is per month.	+15% of GovStat Package Monthly Subscription Cost	+15% of GovStat Package Monthly Subscription Cost	+15% of GovStat Package Monthly Subscription Cost
Soc-SU-DC-B	**<u>Socrata Data Collect Support- Basic</u>** -8:00am to 5:00pm PT -Email, Phone and Web Support -Self-Service Support Knowledgebase -4-hour Response SLA Price is included with chosen Data Collect package cost.	Included with DC Packages	Included with DC Packages	Included with DC Packages
	<u>Socrata Data Collect Support- Premier</u> -24x7 Support -Email, Phone and Web Support -Prioritized Ticket Queue	+15% of Data Collect	+15% of Data Collect	+15% of Data Collect Package

		Package Monthly Subscription Cost	Package Monthly Subscription Cost	Collect Package Monthly Subscription Cost
Soc-SU-DC-P	-1-hour Response SLA for Severity 1 issues -Access to the Socrata Community portal -Access to the Socrata knowledge base via the online support portal -Two (2) Tune-Ups per Year Price is per month.			
SOC-PLS-01001	Dataset Discovery Module – Adds dataset discovery module to the Socrata Plus plan. Adds a full-sized, customizable data catalog website. Price is per month for the first web property.	$ 969.33	$ 979.02	$ 999.00
SOC-PLS-01002	Private URL – DNS CNAME – Adds private URL capability to the Socrata Plus plan. Fully control the URL of your social data site and API. Price is per month for the first web property.	$ 969.33	$ 979.02	$ 999.00
SOC-PLS-01003	User Authentication Integration – Adds user authentication integration to the Socrata Plus plan. Maintain the identities and credentials of users in an authentication system owned and operated by you. Price is per month for the first web property.	$ 969.33	$ 979.02	$ 999.00
SOC-PLS-01004	Community Module – Adds community module to the Socrata Plus plan. Enhances your Social Data Player with community pages. Price Price is per month for the first web property.	$ 969.33	$ 979.02	$ 999.00
SOC-PLS-01005	Geo-Coding – Adds geo-coding to the Socrata Plus plan. Price is per month for the first web property.	$ 241.60	$ 244.02	$ 249.00
SOC-PLS-01006	Add Sitewide Analytics to your first Socrata Social Data Platform Plus plan. Sitewide Analytics allow you to see datasite-level metrics, such as most popular datasets, most commonly searched-for terms and most embedded datasets. Price is per month.	$ 484.18	$ 489.02	$ 499.00
SOC-PLS-01010	Socrata Open Data Site Plus Plan - Embed data into your websites, with up to 50GB of storage, 250GB of delivery and 250,000 API calls per day. Includes open data federation services, dataset level performance metrics, co-branded Open Data Catalog module, Data Publishing Platform, privately branded URL, privately branded Social Data Player. Price is per month for the first web property.	$ 1,939.63	$ 1,959.02	$ 1,999.00
SOC-PLS-01011	Socrata Canvas Experience Designer Plus Plan - Includes up to 500 canvas pages and up to 5 canvas page templates. Price is per month for the first web property.	$ 969.33	$ 979.02	$ 999.00

SOC-PLS-01012	ESRI ArcGIS Integration Module Plus Plan - Includes up to 500 integrated geospatial datasets. Price is per month for the first web property.	$	969.33	$	979.02	$	999.00
SOC-SRV-00100	Socrata Data Analyst (professional services) hourly rate. Socrata data analysts can help you extract, transform, load and prepare data for optimal consumption experience. Price is per hour.	$	150.40	$	151.90	$	155.00
SOC-SRV-00200	Socrata Designer (professional services) hourly rate. Socrata Designers can help you design data sites and/or custom Social Data Player templates. Price is per hour.	$	150.40	$	151.90	$	155.00
SOC-SRV-00300	Socrata Technical Program Manager (professional services) hourly rate. Socrata Technical Program Managers can lead your data project to success. Price is per hour.	$	189.21	$	191.10	$	195.00
SOC-SRV-00400	Socrata Principal Consultant (professional services) hourly rate. Socrata Principal Consultants can provide technical and non-technical strategic advice with regard to any organizations data dissemination strategy and implementation.	$	237.72	$	240.10	$	245.00