



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and City of Doral, Florida ("Client").

WHEREAS, Tyler and Client are parties to an original agreement ("Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

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

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
  - a. There is no change in SaaS Fees payable as the fees (and increases, as applicable) for Tyler Transparency shall be payable for Tyler Socrata Open Finance.
  - b. Fees for Socrata Implementation services as set forth in the Investment Summary will be invoiced upon complete delivery of the service if fixed fee or as services are delivered if priced hourly or daily.
  - c. Applicable travel expenses, if any, will be incurred in accordance with the current Tyler Business Travel Policy and invoiced along with the provided services.
2. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions, which are attached hereto as Exhibit 2 ("Socrata Agreement") with respect to the Socrata Open Finance software as more particularly described in Exhibit 1 attached hereto, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein.
3. Tyler Transparency is hereby removed from the Agreement as of the execution date of this Amendment. Upon such date, Customer's license to use such software is terminated, as are Tyler's obligations to support, maintain, host, and update such software.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement and if the Agreement terminates so does Client's access to the Socrata Open Finance software.
5. Specific to the Socrata items added to the Agreement by this Amendment, in the event of a conflict between any term or provision in the Amendment and any term or provision in the Agreement, the terms of the Amendment shall govern. The Agreement shall otherwise remain and continue in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Doral, Florida

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: Albert P. Childress

Title: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_

Date: Nov. 12, 2020



**Exhibit 1**  
**Amendment Investment Summary**

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

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Quoted By: Cindy Chase  
 Date: 11/11/2019  
 Quote Expiration: 10/1/2020  
 Quote Name: Doral FL - ERP - Socrata Open Finance  
 Quote Number: 2019-97190  
 Quote Description: Doral FL - ERP - Socrata Open Finance

**Sales Quotation For**

City of Doral  
 Suite 100  
 8300 NW 53rd Street  
 Doral, FL 33166-7710  
 Phone +1 (305) 593-6725

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
<b>Additional:</b>					
Socrata Open Finance	1	\$9,835.00	0	\$0.00	\$0.00
		<b>Sub-Total:</b>		\$0.00	\$0.00
		<u>Less Discount:</u>		<u>\$0.00</u>	<u>\$0.00</u>

**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
Install Fee - Socrata Open Finance	1	\$5,600.00	\$5,600.00	\$0.00
		<b>Sub-Total:</b>		\$5,600.00
		<u>Less Discount:</u>		<u>\$5,600.00</u>
		<b>TOTAL:</b>		<b>\$0.00</b>

**Summary**

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

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

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

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

## Comments

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

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

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

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

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and

**Comments**

remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

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

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

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

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

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

Transparency Upgrade, Socrata will replace Transparency annual fee on Transparency renewal.



## Exhibit 2

### Socrata Software as a Service Terms and Conditions

#### SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **“Agreement”** means the agreement under which Tyler has licensed and/or provided access to the Tyler Software Products to Client.
- **“Alert”** means a message that is delivered when Client-defined thresholds are exceeded.
- **“Amendment Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit 1.
- **“API”** means application-programming interface.
- **“Client”** means City of Doral, Florida.
- **“Client Data”** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the SaaS Services, but excluding Third Party Services.
- **“Confidential Information”** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law.
- **“Dataset”** means physical collection of information, typically modeled as a table of rows and columns of data.
- **“Data Storage”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Effective Date”** means the Amendment Effective Date.
- **“External API Calls”** means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Investment Summary, attached as Exhibit 1.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy.
- **“Monthly Active Users”** means a user that is logged in and accesses the SaaS Services more than ten times per month. If applicable, the number of Monthly Active Users that are authorized to use the SaaS Services for the Agreement are identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary. SaaS Fees may be listed or referred to as Recurring Fees in Exhibit 1.
- **“SaaS Services”** means Socrata’s off the shelf, cloud-based software service and related services, including support services, as specified under this Socrata Agreement. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement described in Section C of this Socrata Agreement.
- **“Socrata Agreement”** means this Socrata Software as a Service Terms and Conditions.
- **“Socrata”** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.



- **“Third-Party Services”** means if any, third-party web-based services or platforms, including but not limited to third party stock photos and third-party map location services which are provided at no additional charge to you through this Socrata Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted.** Tyler grants to Client the non-exclusive, non-assignable limited right to use the Socrata Open Finance product on a subscription basis according to the terms of this Socrata Agreement and the SLA. Client may access updates and enhancements to the product, as described in Section C(8).
2. **SaaS Fees.** Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Tyler’s Invoicing and Payment Policy. The SaaS Fees are based on the number of Monthly Active Users, API usage, Alerts, and the amount of Data Storage required. Client acknowledges that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the SaaS Services. We may also terminate this Socrata Agreement if you don’t cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
3. **Ownership.**
  - 3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services.
  - 3.2 When Client uploads or provides Client Data to the Socrata SaaS platform, Client grants to Tyler a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as needed in response to a Monthly Active User’s use of the SaaS Services.
  - 3.3 The SaaS Services provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users (“Public User”) of Client Data, and the enforcement thereof. Once an internal user makes Client Data publicly available using the SaaS Services, Tyler has no control over a Public User’s use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public permissions applied to Client Data.
  - 3.4 Tyler reserves the right to develop derivative data assets based on Client’s publicly available data. These uses might include but aren’t necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
  - 3.5 While Tyler agrees to never commercially sell data Client makes publicly available, we reserve the right to commercially sell derivative data assets we create based on Client’s public data.
  - 3.6 Tyler may develop derivative data assets and insights based on aggregated, anonymized views of Client’s internally accessible private data for the purposes of the enhancement of the SaaS

Services, aggregated statistical analysis, technical support and other internal business purposes.

- 3.7 Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Socrata Agreement, Tyler does not create or endorse any data used in connection with the SaaS Services. During the term of the Socrata Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.
- 3.8 If Client provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions.

- 4.1 You may not: (a) except as explicitly provided for herein, make the SaaS Services or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Socrata Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks.
- 4.2 Client acknowledges and understands that the Socrata SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store CJIS, PHI or other sensitive data, and by using the Socrata SaaS Services, you acknowledge and agree that you are using the Socrata SaaS Services at your own risk and that you are solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the Socrata SaaS Services are designed and offered for use in this Agreement.
- 4.3 Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Socrata Agreement, we may temporarily suspend the SaaS Services, or Monthly Active Users' access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client

will result in immediate suspension of the SaaS Services.

5. **Reservation of Rights.** The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Socrata Agreement are the proprietary property of Tyler and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Socrata Agreement. Tyler reserves all rights unless otherwise expressly granted in this Socrata Agreement.
6. **Access and Usage by Internal Client Users and Contractors.** You may allow your internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Socrata Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Socrata Agreement by your internal users and contractors.
7. **Your Responsibilities.** Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Client Data, and instructions to Tyler regarding the same.
8. **Client Data Backup.** Client is providing Socrata a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client.
9. **Return of Client Data.** Upon request, Tyler will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Socrata Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.
10. **APIs.** Tyler will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Socrata Agreement. Subject to the other terms of this Socrata Agreement, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.
  - a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that exceeds the purposes defined in the Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.
  - b. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.
  - c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software

applications not provided by Tyler (“Non-Tyler Applications”). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client’s obligations under this Socrata Agreement are not contingent on access to or availability of any Non-Tyler Application.

- d. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client’s limited right to use the SaaS Services for its internal business purposes.
11. **Data Security Measures.** In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards’ key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler’s obligations with respect to Security Measures is subject to Section B(4.2) above.
12. **Notice of Data Breach.** If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Socrata Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.
13. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Socrata Agreement, may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential Information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law (“Confidential Information”). Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Socrata Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Socrata Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party’s possession at the time of initial disclosure;

- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Socrata Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

**SECTION C – OTHER SERVICES**

1. Service Level Agreement (SLA) & Warranty.

1.1 Service Warranty. Tyler warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days’ notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at <https://support.socrata.com>.

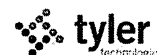
1.2 Uptime Service Level Warranty. We will use commercially reasonable efforts to maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below (excluding maintenance scheduled downtime, outages beyond our reasonable control, and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

Availability SLA	Credit
99.9%	3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).
Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or \$1,800.00, whichever is less, and the minimum credit cannot be less than \$100.00.	

1.3 Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(8.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Socrata Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

**SECTION D – THIRD-PARTY SERVICES**

1. Third -Party Services. Client may be provided with access and usage of Third-Party Services through use of the SaaS Services. Client must agree to such Third-Party Service contracts if Client chooses to



use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts.

2. Disclaimer. You acknowledge that we are not the provider of any Third-Party Services. We do not warrant or guarantee the performance of the Third-Party Services.

#### SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered item does not conform to the warranties in this Socrata Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

#### SECTION F – TERM

1. Term. The initial term of this Socrata Agreement is for one (1) year beginning on the Amendment Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Socrata Agreement will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the SaaS Services will terminate at the end of this Socrata Agreement.

#### SECTION G –LIMITATION OF LIABILITY

1. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SOCRATA AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SAAS SERVICES, TYLER DOES NOT GUARANTEE THAT THE SAAS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**
2. **LIMITATION OF LIABILITY. OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS SOCRATA AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE**

AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SOCRATA SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS SOCRATA AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.

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

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ANNUAL MEETING



STOCK CHART



CALENDAR



FINANCIAL & OPERATING DATABASE



CORPORATE GOVERNANCE



PRESENTATIONS



INVESTOR RESOURCES

 Attachment

## Tyler Technologies to Acquire Socrata

*Acquisition to accelerate Connected Communities vision through innovative data and insights cloud offering*





For more information, see additional background here

Tyler Technologies, Inc. (NYSE: TYL) today announced it has signed a definitive agreement to acquire Socrata, Inc., a Seattle-based venture-backed technology company, focused exclusively on accelerating the shift to digital government. The expected closing date is April 30, 2018.

With this acquisition, Tyler clients in every public sector vertical, including justice, public safety, ERP/financial, and community development, will have the opportunity to make their data discoverable, usable and actionable, while potentially including data from other jurisdictions to make analytics even more powerful and meaningful. The data-as-a-service solution will go beyond typical analytics to help local government understand procedural bottlenecks and create predictive models that will assist in improving government operations.

"With Socrata, we can help our clients make a real impact by enabling them to manage, share, and analyze their data more effectively," said Tyler President Lynn Moore. "We are especially excited about accelerating and advancing our long-term Connected Communities vision through the data sharing and analytical capabilities of the robust Socrata platform. Our combined offering will enable public sector leaders to use data to improve program outcomes at the local, county, and statewide levels."

## Investor Toolkit

-  Quarterly Statement of Operations 3.31.20
-  Schedule of Supplemental Information at 3.31.20
-  Tyler Bookings and Backlog at 3.31.20
-  First Quarter 2020 Earnings Call Webcast

## Recent Events

-  40th Annual William Blair Growth Stock Conference
-  15th Annual Needham Virtual Technology & Media Conference

## Annual Report





Socrata is the industry leader in open data and data-as-a-service solutions for government, providing cloud-based data integration, visualization, analysis, and reporting solutions for state, local and federal governments and agencies, as well as internationally, to improve their performance, increase accountability, gain better financial insights, and extend citizen engagement.

Founded in 2007 by CEO Kevin Merritt, the company employs approximately 150 people. Socrata will bring a roster of marquee Tier 0 and Tier 1 clients, such as the Michigan State Budget Office, the Utah Department of Transportation, and general administration offices for several states, including Texas, New York, Illinois, and Pennsylvania. Socrata had revenues of approximately \$25 million in its most recent fiscal year. The transaction will not be accretive to Tyler's earnings in 2018.

"Socrata's mission has always been to put data at the heart of every government program and help customers use that data effectively to improve program outcomes," said Merritt. "Whether it's open data, internal data-as-a-service, or building out the digital ecosystem that connects government programs, being part of Tyler allows us to deliver on our mission more rapidly and on a much larger scale. We've built the engine for data insights, and now Tyler's more than 15,000 clients will provide the fuel."

With a robust cloud-based data management platform and a suite of data contextualization applications, Tyler expects to help find solutions to the challenges faced by governments in a significant way using Big Data. The acquisition will allow the business to tailor its solutions to the needs of the public sector verticals Tyler serves and achieve continued market growth potential, and Socrata employees and clients will benefit from Tyler's broad reach across the public sector space.

Socrata's senior leadership team is expected to join Tyler's team, along with substantially all the company's employees. Tyler will continue to maintain Socrata's Seattle office, as well as Tyler's Renton, Washington, office.

Spurrier Capital Partners acted as financial advisor to Socrata for this transaction.

#### **About Tyler Technologies, Inc.**

Tyler Technologies (NYSE: TYL) is a leading provider of end-to-end information management solutions and services for local governments. Tyler partners with clients to empower the public sector - cities, counties, schools and other government entities - to become more efficient, more accessible and more responsive to the needs of their constituents. Tyler's client base includes more than 15,000 local government offices in all 50 states, Canada, the Caribbean, Australia, and other international locations. In 2017, Forbes ranked Tyler on its "Most Innovative Growth Companies" list, and Fortune included Tyler on its "100 Fastest-Growing Companies" list. More information about Tyler Technologies, headquartered in Plano, Texas, can be found at [www.tylertech.com](http://www.tylertech.com).

View source version on businesswire.com:  
<https://www.businesswire.com/news/home/20180418005126/en/>

Tyler Technologies  
Jennifer Kepler, 972-713-3770  
[Jennifer.Kepler@tylertech.com](mailto:Jennifer.Kepler@tylertech.com)

Apr 18, 2018

## Fact Sheet



## Stock Quote

TYL: \$344.94 ▲  
+\$2.14 (0.62%)

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First name

First name

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Company

Company name

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Painting the vision of **fully connected communities.**

At Tyler, we imagine a world where all city, county, and regional government services are connected within a healthy digital infrastructure. Connecting data, processes, and people make communities safer, smarter, and more responsive to the needs of residents.

### More About Connected Communities

#### Appraisal & Tax

Appraisal Services  
CAMA  
Tax Billing & Collection

#### Civic Services

Business Management  
Community Development  
Community Health  
Enterprise Asset Management  
Parks & Recreation  
Utility CIS

#### Corrections

Jail Management

#### Courts & Justice

Civil Process  
Court Case Management  
Dispute Resolution  
Electronic Filing  
Jury Management  
Prosecution & Attorneys  
Supervision

#### Cybersecurity

Managed Threat Detection

#### Data & Insights

Citizen Engagement  
Connected Government Cloud  
Data Platform  
Financial Insights  
Operational Intelligence  
Performance Optimization

#### ERP

Financial Management  
Human Capital Management  
Revenue Management

#### Land & Official Records

Public Access and Transparency  
Records Management

#### Productivity Tools

Content Management  
Meeting Management

#### Public Safety

Citation Management  
Computer Aided Dispatch  
Fire & EMS  
Mobile Public Safety  
Records

#### School ERP

Facility Management  
Financial Management  
Human Capital Management

#### Student Information

Classroom Management  
District Administration  
Parent Communication  
Student Data Management

#### Student Transportation

Bus Routing  
Field Trip Management  
GPS Tracking & Tablets  
Parent Communication  
Student Ridership  
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5101 Tennyson Parkway  
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972-713-3700  
info@tylertech.com

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# Tyler to Acquire Socrata

Acquisition to accelerate Connected  
Communities™ vision through innovative  
data and insights cloud offering



+





# Why is Tyler acquiring Socrata?

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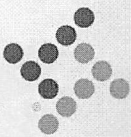
## Why is Tyler acquiring Socrata?

Since Tyler Technologies began focusing exclusively on public sector software solutions in the late 1990s, we have maintained a reputation for seeking **best-of-breed companies** and products that complement our current offerings and support our growth objectives. This acquisition is a continuation of this long-term strategy.

Leveraging Socrata's technology will mean a huge step forward in realizing our **Connected Communities** vision. By offering Socrata within virtually every Tyler product area, our clients will have the opportunity to make their existing data discoverable, usable and actionable, but more importantly, potentially include data from other agencies and jurisdictions to **make analysis even more powerful and meaningful**. We plan to invest in and support Socrata's products and users in the consistent way we have supported and developed our long list of successful acquisitions.

Our companies share a **similar mission**: where Tyler is transforming state and local government to create safer, smarter, and more vibrant communities, Socrata is "unleashing the power of government data to improve society."

Tyler and  
Socrata have a  
**similar mission**



Transforming government to **create safer, smarter, and more vibrant communities**



Unleashing the power of government data to **improve society**



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# Benefits to Tyler

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## Benefits to Tyler

Socrata's solutions are a direct complement to our current offerings, and will provide a new and important additional revenue stream. With a robust cloud-based data management platform and a suite of data contextualization applications, **Tyler enters the national discussion** on Big Data and the challenges faced by governments in a significant way.

Tyler's current products offer dashboards and analytics; however, **Socrata takes data analysis to the next level**, bringing together data from a variety of systems so that non-technical users, including citizens, can make sense of data. For example, officials could see how permitting affects housing affordability, or government staff visiting properties could view an analysis of crime statistics, 311 data, tax information and more to determine the safety of an area and how best to engage with a property owner.

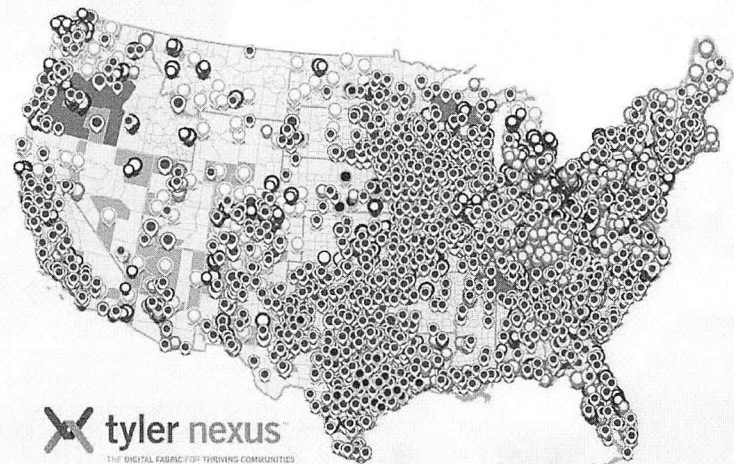
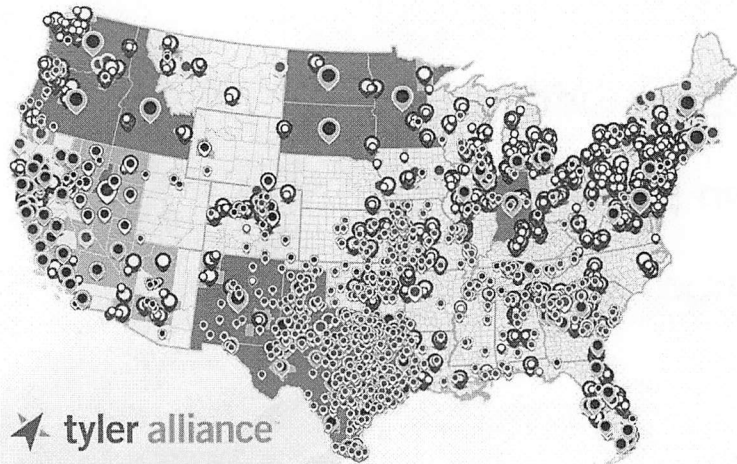
Tyler will also **add a roster of marquee Tier 0 and Tier 1 Socrata clients**, such as the cities of Dallas, New York, and Los Angeles, the Michigan State Budget Office, the Utah Department of Transportation, and general administration offices for several states, including Texas, New York, Illinois, and Pennsylvania.



TIER  
**0-1**  
MARKETS

Socrata has **strong visibility and brand awareness** today  
It's **business as usual** in these markets  
Added **opportunity** to bring awareness to the Tyler brand

Socrata provides an opportunity to create **secondary income streams**





# Strengthening Tyler's market position

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## Strengthening Tyler's market position

The addition of the Socrata data solution allows Tyler to position itself as the **leader in open data and analytics solutions** at all levels of government, in addition to its current position as the public sector software market leader. This capability will open doors to higher levels of government officials, reaching more large jurisdiction CIOs, innovation officers, and municipal leaders, and will strengthen our Connected Communities vision.

Many current Tyler products, such as Tyler Citizen Transparency, offer dashboards and analytic functions. These features are not likely to be replaced but will potentially continue to serve as entry points for our applications. Socrata may be offered for **deeper, broader, and more valuable analytics**, and specific integrations and go-to-market strategies will be developed to complement Tyler's offerings.



# Benefits to clients

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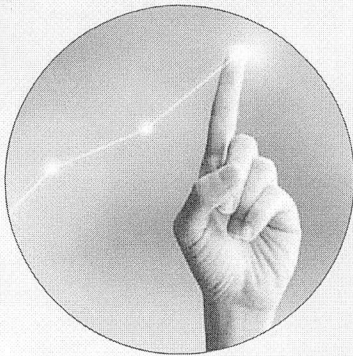
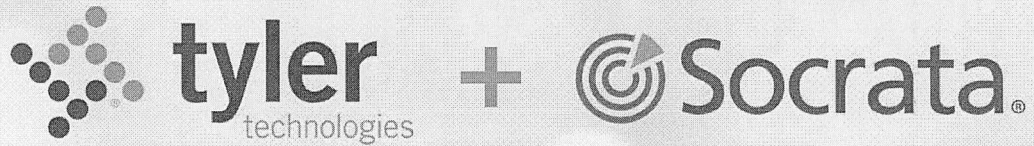


## Benefits to clients

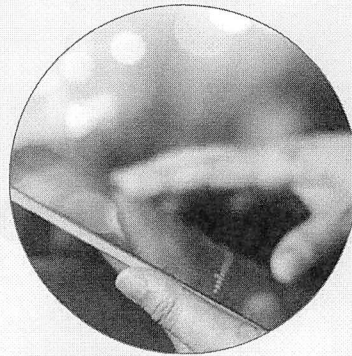
Socrata brings equal, if not greater, value for the public sector in operational benefits, giving departments a 360-degree view of locations in the community and a **360-degree view of citizen engagement with government.**

We envision that our essential Tyler applications will eventually become Socrata-enabled out of the box, making these applications richer and more valuable to our clients. This is good news for both companies, but especially for clients who are challenged by managing, sharing and analyzing data effectively.

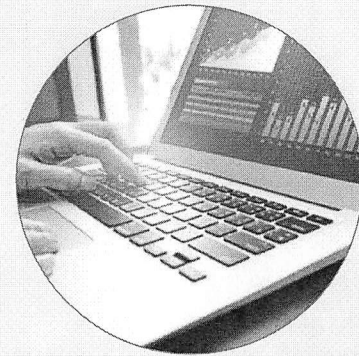
Adding a market-leading data management offering to Tyler's **strong portfolio of products will help clients make data-driven decisions, operate more efficiently, and share insights with citizens.** We believe that our combined offering will create a unique opportunity to put data at the heart of every government program and enable government employees to use that data to improve program outcomes at the local, county and statewide levels.



**Financial  
Insights**



**Open Data and  
Citizen Engagements**



**Performance Analytics  
and Accountability**



# About Socrata

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## About Socrata

**Socrata is the industry leader in open data and data-as-a-service solutions for government**, providing cloud-based data integration, visualization, analysis, and reporting solutions that enable local governments to improve their performance, increase accountability, gain better financial insights, and extend citizen engagement.

**Founded in 2007** by CEO Kevin Merritt; venture-backed

**Based in Seattle, Washington**, with an additional office in Washington, D.C.

**Clients** include 21 federal agencies, 29 states, and more than 300 cities and counties, including clients in Europe

Approximately **150 employees**

**Revenues of approximately \$25 million** in its most recent fiscal year. The transaction will not be accretive to Tyler's earnings in 2018.

# Socrata company highlights



## Revenue & Customer Growth

Strong client retention.  
Long-term customers expand year over year.



## Ecosystem Growth

5+ billion API calls in 2017, growing at 36% month over month.



## Accelerated Innovation

Shipped major upgrades to data ingress, discovery, visualizations, asset management, system instrumentation



## Infrastructure

Running 100% on AWS.  
Achieved FedRAMP Moderate ATO as of May 2017



## Higher-Value Engagements

**Michigan:** Statewide Public Finance

**Utah DOT:** self-service employee access



## Focus on Extensibility

Three new APIs:  
Discovery  
Goal/KPI Management  
Data Visualization



## Modern Consumption

100% of Socrata's new consumption experiences are mobile-responsive, SEO optimized and backed by machine learning



## Codifying Customer Success

After 500+ engagements, mapped out success into a repeatable methodology - the Socrata Blueprint™

# Leadership Team



**Saf Rabah**  
Chief Marketing &  
Product Officer

**Joined in 2010**  
Served previously as Socrata's VP of Marketing and later VP of Product. Saf is a product visionary, category creator and go-to-market strategist.



**Dan Wassel**  
Chief Financial  
Officer

**Joined in 2012**  
Dan was instrumental in closing our series B and C financing. He has extensive experience in SaaS metrics and data as a service.



**Kevin Merritt**  
Chief Executive  
Officer

**Founded Socrata in 2007** Kevin sold his prior company to Microsoft in 2005. He is a technologist and entrepreneur.



**Matt Miszweski**  
Chief Revenue  
Officer

**Joined in 2017**  
Matt led the public sector industry solutions groups at both Microsoft (2006-2011) and Salesforce.com (2011-2014). A public servant, Matt served as CIO of the State of Wisconsin.



**Franklin Williams**  
VP of Product  
Development

**Joined in 2014**  
Franklin spent nine years at Microsoft before joining Socrata. He was promoted to VP of Product Development in July 2016, leading Socrata's engineering, product management and UX teams.

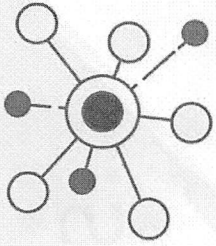


Socrata is the national leader in providing  
**data-driven innovations** to the public sector

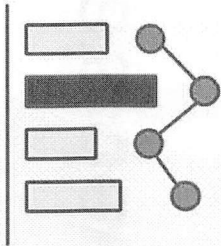
© Tyler Technologies 2018



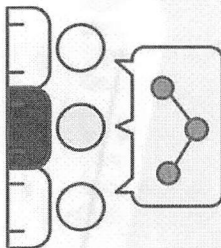
 **Socrata**®



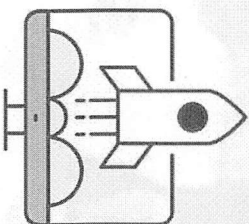
**Visualize**



**Analyze**



**Understand**



**Engage**



# Socrata's development focus

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## Socrata's development focus

**Socrata is credited with creating and leading the open data category**, which started with putting government data online and making it discoverable, consumable by citizens, and reusable (via APIs) by the developer community to build applications and digital services. The team at Socrata evolved that idea to include using data to manage performance programs, adding citizen dashboards and program KPIs to the open data portal. As programs matured, Socrata added a financial transparency suite of apps (Open Budget, Open Expenditures, and Open Payroll) to the portfolio of open data solutions.

What's less visible in Socrata's implementations is the platform on which these products run. Socrata calls this its **data-as-a-service platform, and it automates the flow of data from multiple source systems, syncs it to the cloud, secures it, and manages the entire data lifecycle** including permissions, metadata management, usage stats, indexing, etc., exposing all the data operations, like search and query as uniform APIs. This is a major differentiator from competitors.

## Upcoming innovation

In May, Socrata will launch an internal-facing version of their platform and product suite, called the Connected Government Cloud. It's focused entirely on enabling the government worker. The simple idea behind this is to give government employees (analysts, executives, program managers) **self-service access to authoritative and up-to-date data from hundreds of systems**, and empower them to use that data as information and insights about the performance, operational, and financial health of their programs. In that model, open data becomes a natural byproduct of internal use.



# The opportunity

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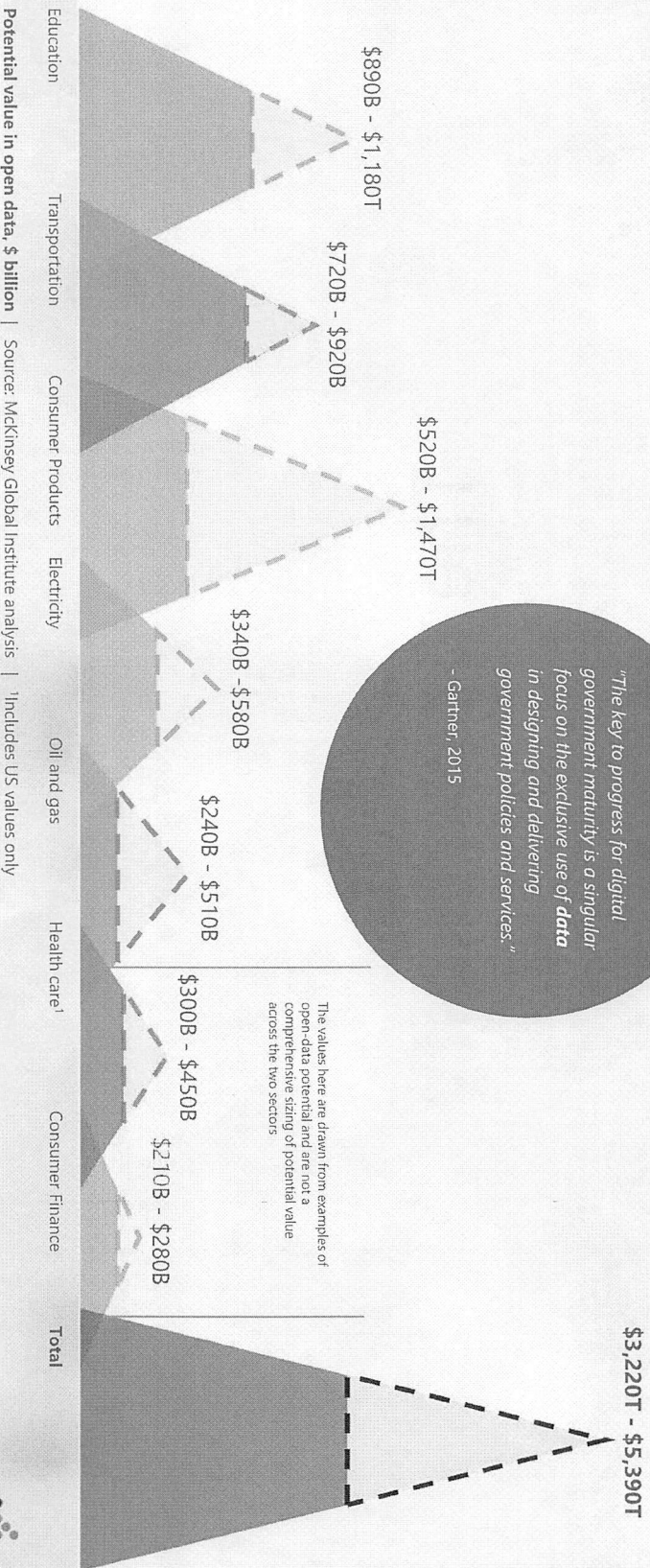


# \$5 trillion in economic value is locked in government data

Unlocking innovation and performance with liquid information

"The key to progress for digital government maturity is a singular focus on the exclusive use of data in designing and delivering government policies and services."  
- Gartner, 2015

The values here are drawn from examples of open data potential and are not a comprehensive listing of potential value across the two sectors



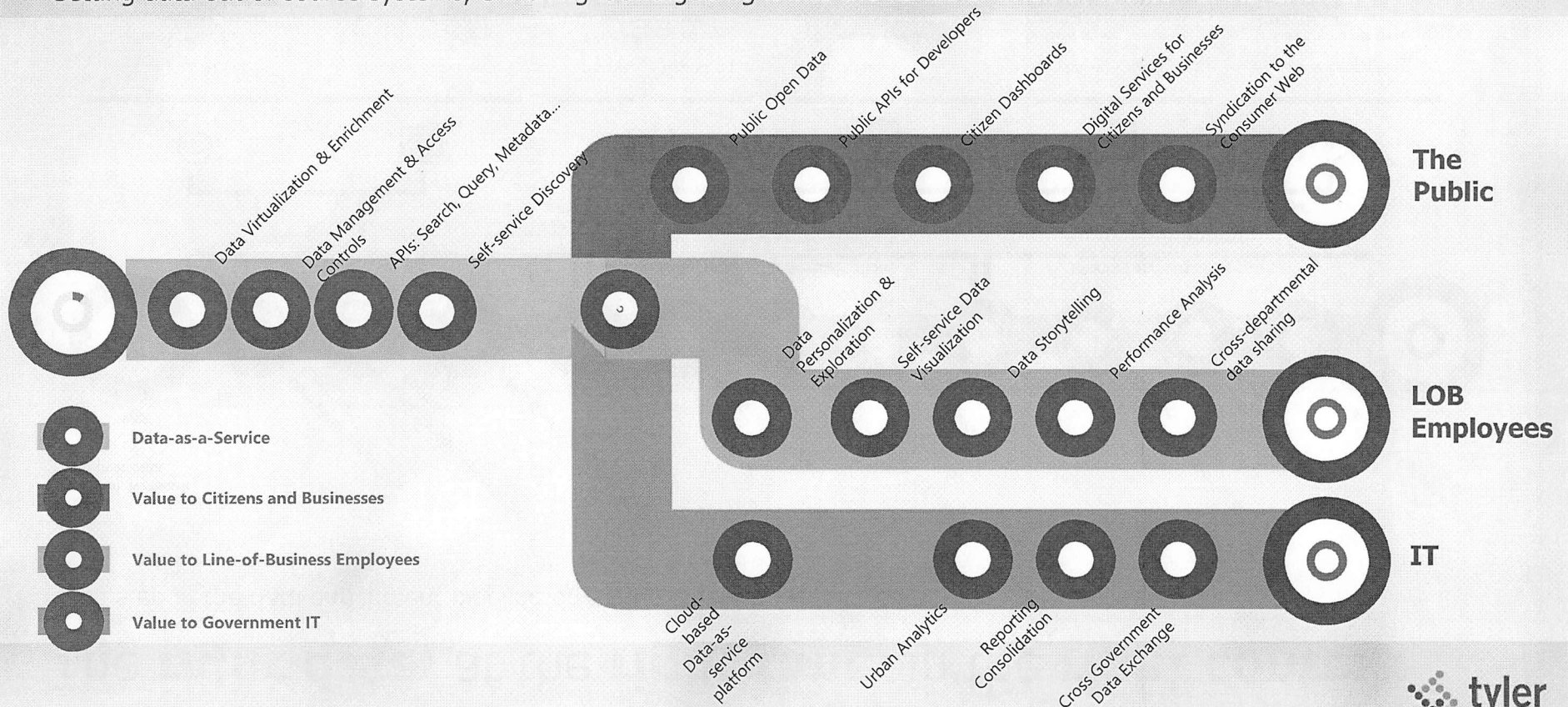
Potential value in open data, \$ billion | Source: McKinsey Global Institute analysis | Includes US values only

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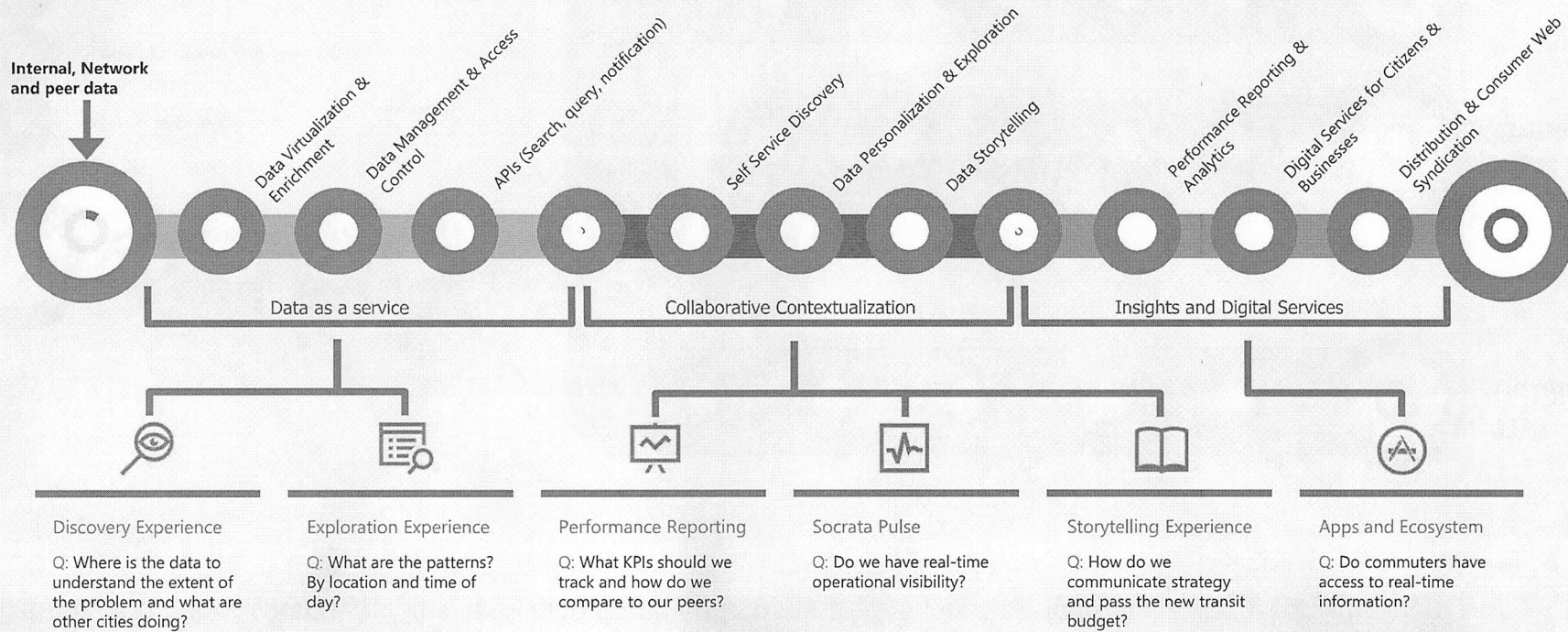
# 1 data pipeline feeds 3 complementary value streams

Getting data out of source systems, enriching it and getting it into the hands of internal & external stakeholders



# The right data, at the right time, in the right context

Each step in the data enrichment pipeline offers incremental value to data



# Enterprise cloud-based solutions for data-driven government

## Focus on "Government 500"

The most important challenges and opportunities are in metropolitan areas

Top 250 US Cities\*

Top 150 US Counties

All 50 States

50 Federal Agencies

\* population >= 75k

## Deliver Enterprise Solutions

Open Data & Performance Management as byproducts of using data internally

Start with self-service data access for operational visibility for government employees

Drive economies of data reuse – internally & externally

## Trusted Advisor

Socrata Blueprint™

Major focus on education and support services as part of the Total Product experience

Well-defined maturity model, customer lifecycle model, and success methodology

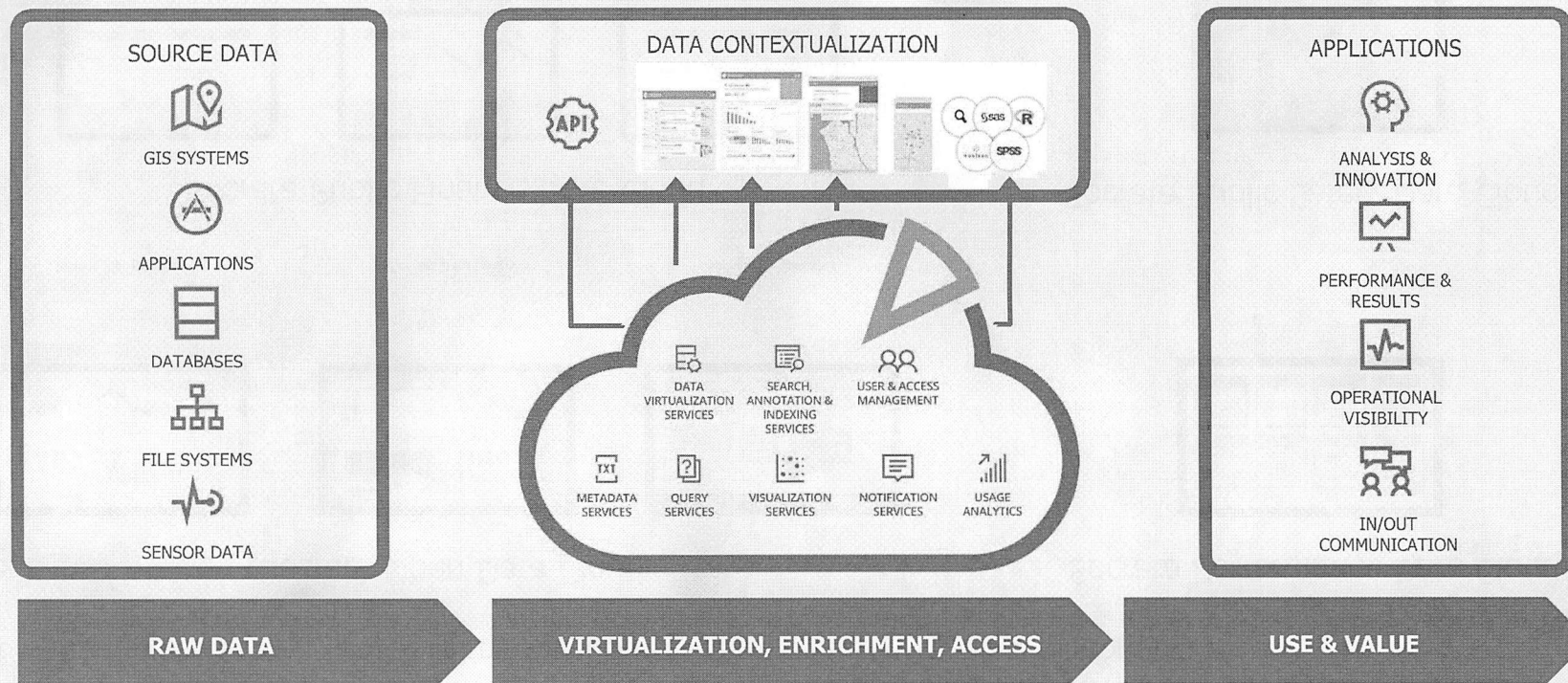
Socrata Data Academy



# Solution overview

# The Socrata data-as-a-service platform architecture

Unlocking (de-siloing) and adding context to boost the value of data



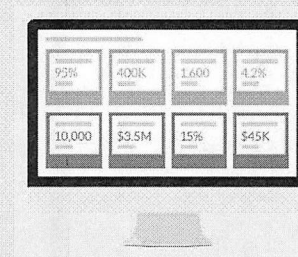
# An integrated suite of solutions

All powered by the secure, FedRAMP-compliant Socrata data-as-a-service cloud platform

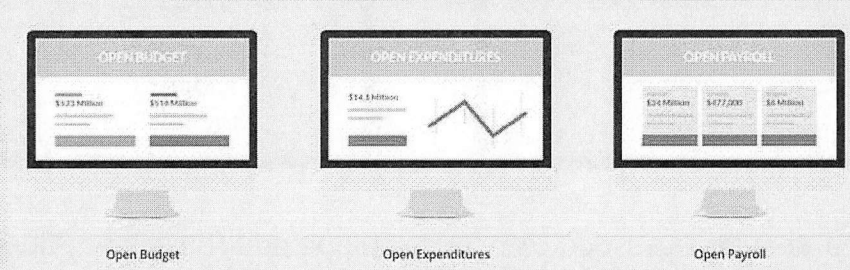
## Socrata Open Data Cloud



## Socrata Performance Data Cloud



## Socrata Public Finance Data Cloud



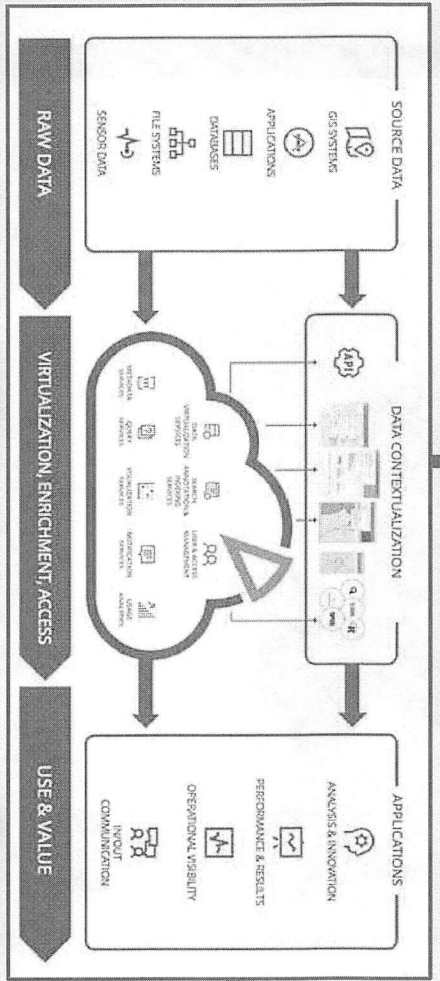
## Socrata Public Safety Data Cloud



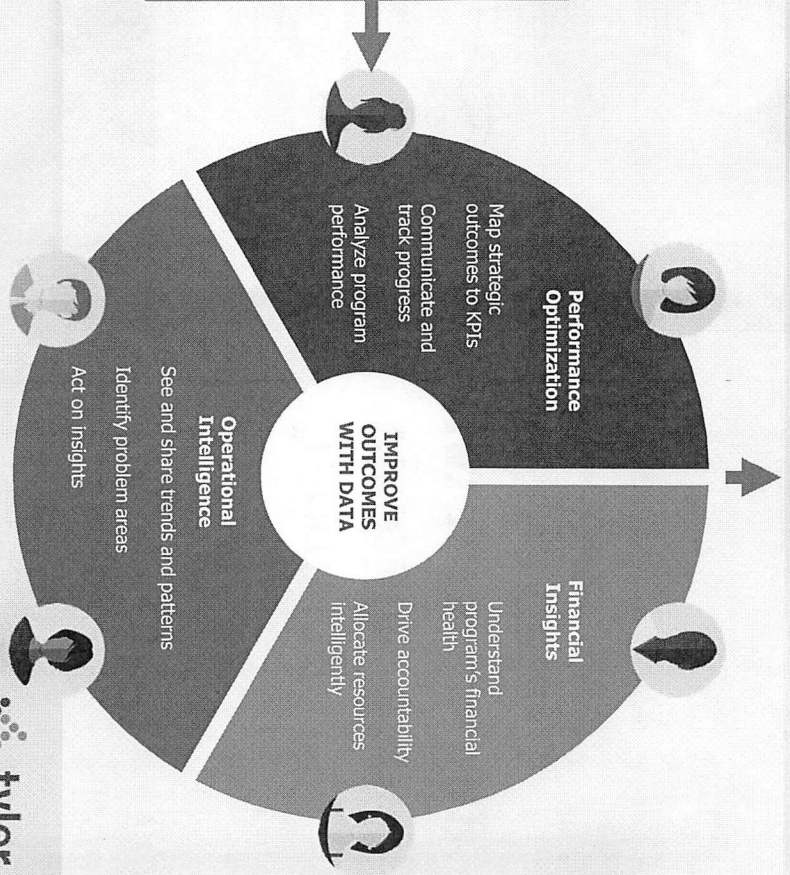


# Connecting the platform to outcomes

BI CONSOLIDATION  
 R Studio Power BI + a b l e u

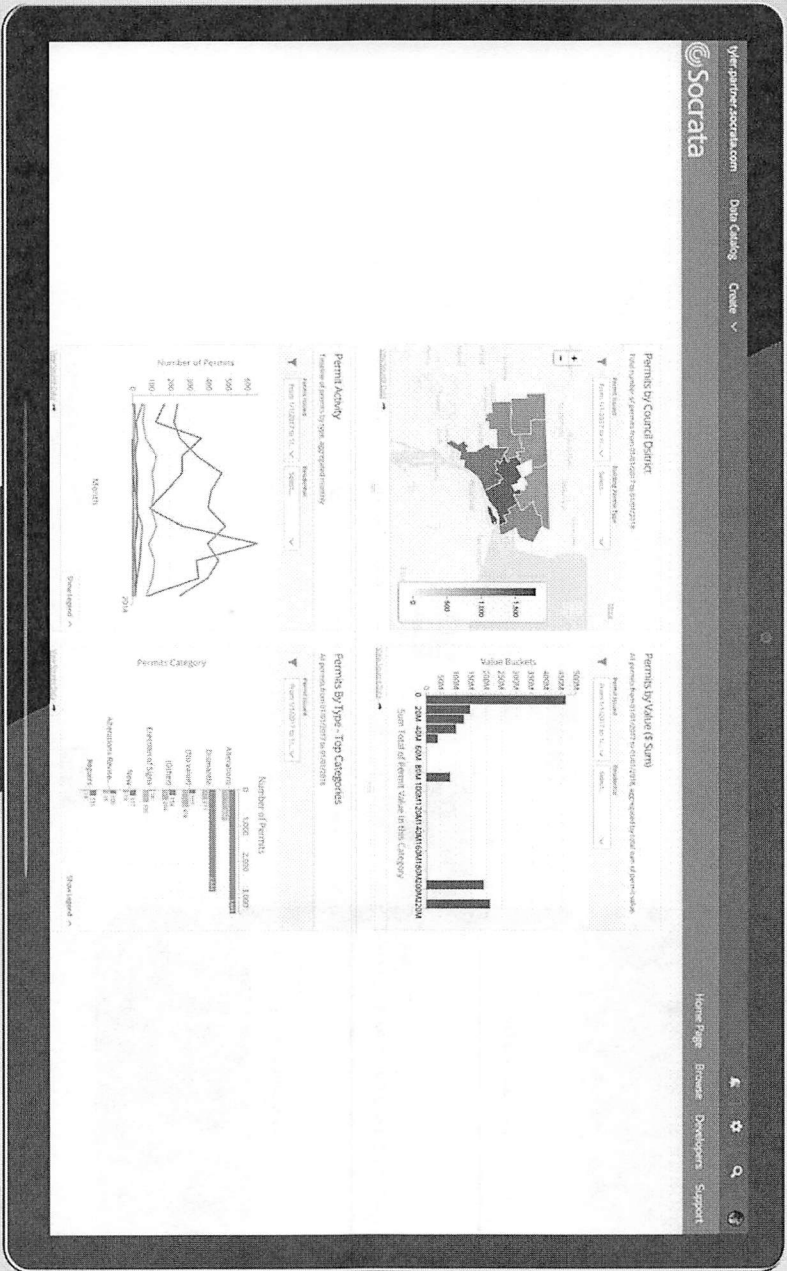


DIGITAL SERVICES & CITIZEN ENGAGEMENT  
 Open Data Open Performance Open Finance



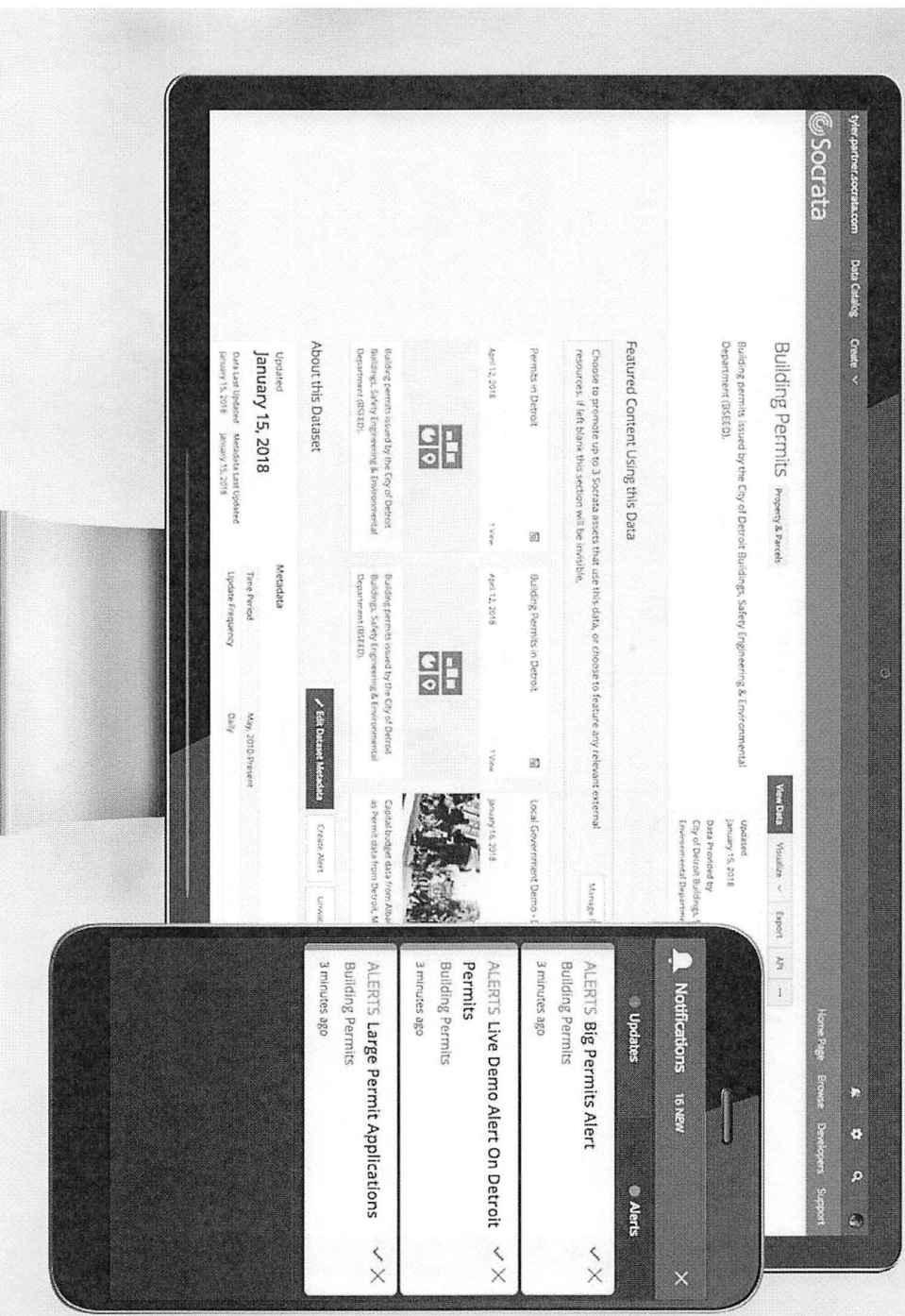


Improving  
visibility and  
understanding  
of the data



Analyzing  
performance  
with outside data





Sharing and  
informing  
through open  
data

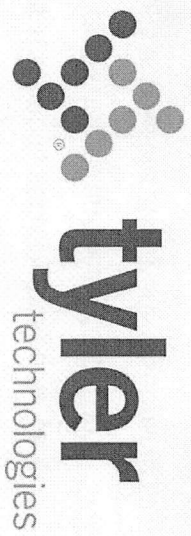




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Tyler's client base includes more than 15,000 local government offices in all 50 states, Canada, the Caribbean, Australia, and other international locations.

Socrata is the market leader in making existing government data discoverable, usable, and actionable for government workers and the people they serve. Socrata provides a data-as-a-service platform and cloud applications exclusively for city, county, state, and federal government organizations. Socrata delivers unprecedented, data-driven innovation and cost-savings by bringing together disparate systems and leveraging the cloud to dramatically enhance the effectiveness of government programs, to improve quality of life for residents, positively impact local economies, and achieve excellence in government operations.



+



001.22005.500460 - \$9,000

001.22005.500640 - \$3,500

**RESOLUTION No. 15-225**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, WAIVING THE COMPETITIVE BID PROCESS FOR THE PROCUREMENT OF TRANSPARENCY PORTAL FINANCIAL SOFTWARE THAT INTEGRATES INTO THE CITY-OWNED MUNIS PLATFORM; APPROVING THE PROCUREMENT OF TYLER CITIZEN TRANSPARENCY PORTAL IN AN AMOUNT NOT TO EXCEED \$12,500.00; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES/MUNIS AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral ("the City") uses Tyler Technologies/ Munis software for its financial software program; and

**WHEREAS**, Tyler Technologies/ Citizen Transparency Portal ("Portal Software") will provide high value information to help citizens understand how their tax dollars are being used; and

**WHEREAS**, section 2-321 of the City provides that "[t]he city council may, by majority vote, waive the competitive bidding procedures outlined in this article upon the recommendation of the city manager that it is in the best interest to do so, to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services or other factors"; and

**WHEREAS**, the City Manager has recommended purchase of the Portal Software because it is in the City's best interest to do so given the nature of the product, financial software that seamlessly integrates with the City's current munis platform without the added expense of integration; and

**WHEREAS**, staff has recommended that the Mayor and City Council waive the competitive bid process for the purchase of the software and authorize the City Manager to purchase the Tyler Technologies/ Citizen Transparency Portal in an amount not to exceed \$12,500; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Waiver: Approval.** Pursuant to section 2-321 of the City Code, and based upon the Manager's recommendation, the competitive bid process required by Chapter 2 of the City Code is hereby waived for the purchase of the portal software. The procurement of the Portal Software from Tyler Technologies/Munis in the amount of \$12,500.00 is hereby approved.

**Section 3. Authorization.** The City Manager is authorized to enter into an agreement with Tyler Technologies/Munis for the procurement specified herein, subject to approval from the City Attorney as to form and legal sufficiency, and to expend budgeted items in furtherance hereof.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption.