ADAMS COUNTY, COLORADO
AMENDMENT TWO FOR A
PERFORMANCE MANAGEMENT SOFTWARE SYSTEM

THIS AMENDMENT TWO TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2015.107 is entered into this 23rd day of NOVEMBER, 2017, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the “County,” and Socrata, Inc., located at 705 5th Avenue South, Suite 600, Seattle, Washington 98104, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, on May 1, 2015, the County entered into a Professional/Purchase of Service Agreement 2015.107 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The Service Agreement is hereby amended to renew the term of the Agreement for one additional year from May 1, 2017 to April 30, 2018.

2. The fee schedule shall be $60,480.00.

3. The Service Agreement and this Amendment Two contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment Two, the terms, conditions, and provisions of this Amendment Two shall control.

4. The Recitals contained in this Amendment Two are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.

5. This Amendment Two may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Nothing expressed or implied in this Amendment Two is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Amendment Two or any terms, conditions, or provisions...
hereof. All terms, conditions, and provisions in this Amendment Two by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

7. If any provision of this Amendment Two is determined to be unenforceable or invalid for any reason, the remainder of the Amendment Two shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.

8. Each party represents and warrants that it has the power and ability to enter into this Amendment Two, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

[Signature]

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

[Signature]

May 23, 2017

Date

SOCRATA, Inc.

[Signature]

Dan Wassel

Print Name

CFO

Print Title

[Signature]

5/9/2017

Date

ATTEST: STAN MARTIN
CLERK AND RECORDER

[Signature]

Deputy Clerk

APPROVED AS TO FORM:

[Signature]

County Attorney
Customer Name: Adams County (CO)

Bill To
Adams County (CO)
4430 S Adams County Pkwy Fl 5
Brighton, CO 80601-9207
United States

Ship To
Nick Kitas
Adams County (CO)
4430 S Adams County Pkwy Fl 5
Brighton, CO 80601-9207
United States
(720) 523-0764
nkitas@edcgov.org

Order Type:
- New Customer
- Renewal
- Additional Products / Services

Billing and Legal Contact
Socrata
705 5th Ave S Suite #900
Seattle, WA 98104
United States
Phone: (206) 340-9008
Fax: (206) 452-2010
Email: accounts_receivable@socrata.com

Pricing under this Order is only valid until 4/27/2017 5pm PT. All fees are in USD.

Hosted Software Subscription and Support Order

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Start Date</th>
<th>End Date</th>
<th>Term</th>
<th>Per Unit Price</th>
<th>Discount (Amt.)</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Data Portal - Basic</td>
<td>5/1/2017</td>
<td>4/30/2018</td>
<td>12.00</td>
<td>$2,400.00</td>
<td>$2,725.07</td>
<td>1.00</td>
<td>$28,800.00</td>
</tr>
<tr>
<td>Product Description</td>
<td>Start Date</td>
<td>End Date</td>
<td>Term</td>
<td>Per Unit Price</td>
<td>Discount (Amt.)</td>
<td>Quantity</td>
<td>Total</td>
</tr>
<tr>
<td>---------------------</td>
<td>------------</td>
<td>----------</td>
<td>------</td>
<td>----------------</td>
<td>-----------------</td>
<td>----------</td>
<td>-------</td>
</tr>
<tr>
<td>Open Performance - Basic</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Usage Limits: -400 Data sets -1 Public facing dashboard -20 Internal Dashboards -350 Goals -Unlimited views and visualizations</td>
<td>5/1/2017</td>
<td>4/30/2018</td>
<td>12.00</td>
<td>$2,400.00</td>
<td>$5,475.00</td>
<td>1.00</td>
<td>$26,000.00</td>
</tr>
<tr>
<td>Support Program - Silver</td>
<td>5/1/2017</td>
<td>4/30/2018</td>
<td>12.00</td>
<td>$240.00</td>
<td>$240.00</td>
<td>1.00</td>
<td>$2,880.00</td>
</tr>
</tbody>
</table>

**Group 1 TOTAL:** $28,880.00
Standard Conditions
1. By receipt of a signature from Customer (or receipt of a valid and correct purchase order incorporating the products and services under this proposal or quote) and acceptance by Socrata, the purchase herein becomes a binding commitment of Customer and is not subject to the issuance of any further purchase orders, confirmations or other events. Socrata rejects additional or conflicting terms of any Customer form-purchasing document. Order is effective upon the earlier of Socrata's acceptance or the Start Term in the order, whichever is earlier (Order Effective Date).
2. The shipping address listed above will be used to determine the appropriate taxing jurisdiction of the products and services purchased.
3. The total fees due under this order are billable upon Order Effective Date, above, and due net 30 upon receipt of invoice without holdback, set-off, or delay on undisputed charges. Any disputes on charges under an invoice must be made within 30 days of receipt thereof to accounts_receivable@socrata.com.
4. Special conditions override standard conditions in the event of an inconsistency.

Special Conditions
This is a bundled solution purchase. Any modifications to the order may be required to be re-quoted and could disqualify Customer for discounts included in the solution price.

Contract Conditions
This order is subject to the product and service descriptions in the attached Appendix 1.

- New Customer
This order is subject to the Hosted Services Agreement in the attached Appendix 2

- Renewal
- Order is subject to the current agreement between Socrata and Customer dated 6/1/2015

- New Products and Services orders
- This order is subject to the current agreement between Socrata and Customer dated 6/1/2015

---------- Signature page follows ----------
Signatures

By signing below, the undersigned declares and certifies that he or she is authorized to execute this order on behalf of Customer.

Socrata, Inc.

Signature: [Signature]

Name: Dan Wassel

Title: CEO

Date: 5/9/2017

Customer

Signature: [Signature]

Name: [Name]

Title: Chair

Date: May 23, 2017
## Appendix: 1 : Product Descriptions

<table>
<thead>
<tr>
<th>Product</th>
<th>Product Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Data Portal - Basic</td>
<td>The Basic portal offers a complete software-as-a-service platform that includes the following usage limits: 100 Datasets; 10 Premium APIs; Up to 6 million API calls per month; Up to 1 TB in bandwidth per month; 8 Microsites; Native Support for Geospatial Data; Up to 50,000 Geocoding Requests per month; Silos Wide Usage Analytics. Price is per month.</td>
</tr>
<tr>
<td>Open Performance - Basic</td>
<td>The Basic Open Performance site is a performance measurement and reporting platform, designed to help public sector leaders bring data, collaboration, and citizen feedback into the decision-making process. The following usage limits are included: 2 Dashboards; 20 Goals; 150 Datasets; Unlimited Reports; Unlimited Users. Price is per month.</td>
</tr>
</tbody>
</table>