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 Laramie County, WY ("Client").

WHEREAS, Tyler and the Client are parties to an agreement with an effective date of June 10, 1996 ("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. *Add Performance Dashboard.* The Performance Dashboard software set forth in the sales quotation attached as Exhibit 1 to this Amendment (the "Amendment investment Summary") is hereby added to the Agreement as of the first date the Performance Dashboard environment is made available to you. Payment of fees and costs for such items shall conform to the following terms:
   a. Your SaaS fees for the Tyler Performance Dashboard will be invoiced on the first day following your current annual maintenance term for Tyler New World Dashboard Software in a lump sum amount together with your then-current annual fees. On an annual basis thereafter, we will invoice you the SaaS fees at our then-current rates.
   b. Travel expenses, if any, shall be invoiced as incurred, as applicable in accordance with the Agreement and our current Business Travel Policy, which is available upon request.

2. *Remove Tyler New World Dashboard Software.* Tyler New World Dashboard Software listed below is hereby removed from the Agreement as of the first date the Performance Dashboard environment is made available to you. Upon such date, Client's license to use such software is terminated, as are Tyler's obligations to support, maintain and update such software.

Software License	Associated Annual Maintenance & Support Fee
CAD Dashboards	$0.00
Corrections Dashboards	$2,753.67
Total:	**$2,753.67**

3. 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 Performance Dashboard 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.

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 Performance Dashboard 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.   Laramie County, WY

By: _Bryan Proctor (Jul 6, 2021 10:56 EDT)_   By: _____

Name: _Bryan Proctor_   Name: _____

Title: _President, Public Safety Division_   Title: _____

Date: _July 6, 2021_   Date: _____

RECEIVED AND APPROVED AS
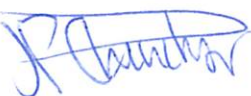TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY

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Exhibit 1

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.

Annual/SaaS

Description	Annual Fee
Performance Dashboard	$2,753.67

Exhibit 2

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.

- **"API"** means application-programming interface.
- **"Client Data"** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the Socrata 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 Client Data. If applicable this limit is identified in the Amendment Investment Summary.
- **"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 Amendment Investment Summary, attached as Exhibit 1.
- **"Monthly Active Users"** or **"Users"** means a user that is logged in and accesses the Socrata SaaS Services. If applicable, the number of Users or Monthly Active Users that are authorized to use the Socrata SaaS Services for the Agreement are identified in the Amendment Investment Summary.
- **"SaaS Fees"** means the fees for the Socrata SaaS Services identified in the Amendment Investment Summary. SaaS Fees may be listed or referred to as Recurring Fees in Exhibit 1.
- **"Socrata SaaS Services"** means the Socrata off the shelf, cloud-based software service and related services, including support services, as specified under this Socrata Agreement. Socrata 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.
- **"Service Level Terms"** means the service level terms described in Section C of this Socrata Agreement.
- **"Socrata Agreement"** means this Socrata Software as a Service Terms and Conditions.
- **"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 – SOCRATA SAAS SERVICES

Exhibit 2

1. <u>Rights Granted</u>. Tyler grants to Client the non-exclusive, non-assignable limited right to use the Performance Dashboard 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(1).

2. <u>SaaS Fees</u>. 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 Socrata 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 Socrata 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. <u>Ownership</u>.

   3.1 Tyler retains all ownership and intellectual property rights to the Socrata SaaS Services.

   3.2 When Client uploads or provides Client Data through the use of the Socrata SaaS Services, 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, index, and translate the Client Data as needed in response to, and as directed by, a User's use of the Socrata SaaS Services and as needed for the compliance of this Agreement and for the purpose of providing analytics to a User.

   3.3 The Socrata SaaS Services may provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. If the functionality is provided, then 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. Client is responsible to ensure all Users comply with the terms and conditions of this Amendment. Once an internal user makes Client Data publicly available using the Socrata 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. If the Socrata SaaS Services provide you with this functionality, then Users have the ability within the Socrata 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 Data that exists in the public domain. Tyler may use, index, disclose, commercialize, and transfer the derivative data assets for any lawful purpose, including but not 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 Tyler may access and develop derivative data assets and insights based on combined, aggregated, anonymized views of Client Data, that Client has not made publicly available, for the purposes of providing new features and functionality, and performing aggregated statistical analysis by providing benchmarks and models.

   3.6 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

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Exhibit 2

Socrata Agreement, Tyler does not create or endorse any data used in connection with the Socrata SaaS Services. During the term of the Socrata Agreement, Client may export Client Data as allowed by the functionality within the Socrata SaaS Services.

3.7 If Client provides feedback, information, and/or or suggestions about the Socrata 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 Socrata SaaS Services or Documentation resulting from the Socrata 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 Socrata SaaS Services; (c) access or use the Socrata 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 Socrata SaaS Services or Documentation available to any third party other than as expressly permitted by this Socrata Agreement; (e) use the Socrata 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 Socrata 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 Socrata 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 Socrata SaaS Services could cause personal injury (including death) or property damage. The Socrata SaaS Services are not designed to process or store data protected under the Family Education Rights and Privacy Act ("FERPA"), data from Criminal Justice Information Services ("CJIS"), or other sensitive data, and by using the Socrata SaaS Services, Client acknowledges and agrees that Client is using the Socrata SaaS Services at Client's own risk and that Client is solely responsible for use of data with the Socrata 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. If Client intends to use the Socrata SaaS Services to store or transmit Protected Health Information (PHI), then the Parties will scope the additional usage and it will require a written contract amendment and will include a mutually agreeable Business Associate Agreement.

4.3 Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on Socrata SaaS Services, if, in our reasonable judgment, we discover your use of the Socrata SaaS Services threatens the security, integrity, stability, or availability of the Socrata SaaS Services, or is otherwise in violation of this Socrata Agreement, we may temporarily suspend the Socrata SaaS Services, or User 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

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Exhibit 2

Client will result in immediate suspension of the Socrata SaaS Services.

5. <u>Reservation of Rights</u>. The Socrata 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. <u>Access and Usage by Internal Client Users and Contractors</u>. You may allow your internal users and third party contractors to access the Socrata 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. <u>Your Responsibilities</u>. 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 Socrata 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 Socrata SaaS Services, Client Data, and instructions to Tyler regarding the same.

8. <u>Client Data Backup</u>. The data on the Socrata Platform is 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 in the Tyler hosting Agreement.

9. <u>Return of Client Data</u>. Upon request, Tyler will make the Socrata 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. <u>APIs</u>. The Socrata SaaS Services may provide access to the applicable application-programming interface ("API") as part of the Socrata SaaS Services under the terms of this Socrata Agreement. Subject to the other terms of this Socrata Agreement and if the Socrata SaaS Services provides access to the APIs, 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 Amendment 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.

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Exhibit 2

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. <u>Data Security Measures</u>. 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. <u>Notice of Data Breach</u>. 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 Socrata SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.

SECTION C – OTHER SERVICES

1. <u>Service Level Agreement (SLA) & Warranty.</u>

   1.1 <u>Service Warranty</u>. Tyler warrants to Client that the functionality or features of the Socrata 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 <u>Uptime Service Level Warranty</u>. 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

Exhibit 2

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 Socrata 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 – TERM

1. Term. The initial term of this Socrata Agreement begins on the first date the Performance Dashboard environment is made available and prorated through the end of your current annual maintenance term for the Tyler New World Dashboard Software, 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 Socrata SaaS Services will terminate at the end of this Socrata Agreement.

Laramie County WY Dashboard Amendment 060921

Final Audit Report

2021-07-06

Created:	2021-07-06
By:	Ruth Ann Hines (ruthann.hines@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIlNA17S4cLAE_PcQF_0PXFdNDjhLTHsz

"Laramie County WY Dashboard Amendment 060921" History

📄 Document created by Ruth Ann Hines (ruthann.hines@tylertech.com)
2021-07-06 - 2:33:23 PM GMT- IP address: 163.116.133.119

📧 Document emailed to Bryan Proctor (bryan.proctor@tylertech.com) for signature
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📄 Email viewed by Bryan Proctor (bryan.proctor@tylertech.com)
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✒️ Document e-signed by Bryan Proctor (bryan.proctor@tylertech.com)
Signature Date: 2021-07-06 - 2:56:34 PM GMT - Time Source: server- IP address: 107.77.195.187

✅ Agreement completed.
2021-07-06 - 2:56:34 PM GMT