

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Open Data & Citizen Connect Portals

Amendment Summary: Amend Clause 3.1 Contract Terms to extend to July 16, 2024, Amend Clause 3.2.1 Contract Value to increase the contract by \$72,000.00 for a total of \$288,000.00; Remove and Replace Exhibit C - Investment Summary

Contract Number: 457078 Amendment Number: 2 Request Number: A2023154

Type of Contract: Multi-Year Contract **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 07/17/2020 Contract Expiration Date: 07/16/2024 Contract Term: 48 Months

Previous Estimated Contract Life Value: \$216,000.00

Amendment Value: \$72,000.00

Fund: 51137*

New Estimated Contract Life Value: \$288,000.00

BU: 14521180*

* (Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: John Stewart BAO Staff: Christopher Wood

Procuring Department: ITS Department(s) Served: ITS

Prime Contractor Information

Prime Contracting Firm: Tyler Technologies, Inc ISN#: 6563

Address: 1517 12th Avenue Suite 101 City: Seattle State: WA Zip: 98122

Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE LGBTBE (select/check if applicable)

Prime Company Contact: Doran King Email Address: doran.king@tylertech.com Phone #: 206-340-8008

Prime Contractor Signatory: Franklin Williams **Email Address:** franklin.williams@tylertech.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/A

Amount: N/A

Percent, if applicable: N/A

Procurement Non-Discrimination Program:

Program Not Applicable

MBE Amount: N/A

MBE Percent, if applicable: N/A

WBE Amount: N/A

WBE Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No

Amount: N/A

Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 2 TO CONTRACT NUMBER 457078
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND TYLER TECHNOLOGIES, INC.**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and TYLER TECHNOLOGIES, INC. located in SEATTLE, WA.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated July 17, 2020, Metro Contract numbered 457078, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend Clause 3.1 Contract Term to extend to July 16, 2024. The clause shall read as follows:

"The term of this contract will begin on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. The initial contract term will end forty-eight (48) months from the date of filing with the Metropolitan Clerk's Office, unless earlier terminated as set forth in Section 4 of this contract. This contract may be extended by amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office."

2. Amend Clause 3.2.1 Contract Value to increase the contract by \$72,000 for a total of \$288,000.00. The revised clause shall read as follows:

"This contract has an estimated value of \$288,000.00. The pricing details as indicated in the Investment Summary (Exhibit C) are made a part of this contract. CONTRACTOR shall be paid for software and any services, if ordered, as set forth in the Investment Summary (Exhibit C), subject to the Invoicing and Payment Policy (Exhibit D)."

3. Removes and Replaces Exhibit C- Investment Summary to reflect the pricing for the additional year.

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 457078

Amendment Number 2

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

APPROVED AS TO PROJECT SCOPE:

Keith Durbin *gn*
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Michelle A. Hernandez Lane *JLR*
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

 *EJ*
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Erica Haber *BL*
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

Tyler Technologies

Company Name

Franklin Williams *A/L*

Signature of Company's Contracting Officer

Franklin Williams

Officer's Name

President

Officer's Title

Exhibit C-Investment Summary

Contract 457078



Quoted By: Doran King
 Quote Expiration: 7/25/2020
 Quote Name: Nashville-Davidson County 2020 Renewal
 Quote Number: 2020-101482
 Quote Description: 1 Year Term with one 1-year option
 Start Date: TBD
 End Date: TBD

Sales Quotation For

Nashville-Davidson County
 1 Public Sq Ste 308
 Suite 308
 Nashville , TN 37201-5000

	Year 1	Option Year (Year 2)	Grand Total
Recurring Costs	\$72,000.00	\$72,000.00	\$144,000.00
One Time Cost	\$0.00	\$0.00	\$0.00
Total	\$72,000.00	\$72,000.00	\$144,000.00

Tyler Software and Related Services - Annual

Description	Quantity	List Price	Sales Price	Annual Uplift	Net Price
Software					
Citizen Connect - One instance	1	\$30,000	\$30,000	0%	\$30,000
Open Data Portal - Basic	1	\$61,555	\$42,000	0%	\$42,000
Education and Support					
Support Program - Basic	1	\$0	\$0	0%	\$0
TOTAL:					\$72,000

Solution Descriptions

Product	SKU	Description
Citizen Connect - One instance	SOC-CC-1	One instance (5 dataset pins) - Geospatial exploration and alerting tool connecting citizens and elected officials to customer's service delivery data.
Open Data Portal - Basic	SOC-OD-B	The Basic portal offers a complete software-as-a-service platform that includes the following usage limits: 150 Datasets; 10 Premium APIs; Up to 5 million API calls per month; Up to 1 TB in bandwidth per month; 5 Microsites; Native Support for Geospatial Data; Up to 50,000 Geocoding Requests per month; Sitewide Usage Analytics. Price is per month.
Support Program - Basic	SOC-PS-SUP-B	Basic Support Package. As set forth on https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy

**Sales Quotation For:**

Nashville-Davidson County
 1 Public Sq Ste 308
 Suite 308
 Nashville TN 37201-5000

Quoted By: Doran King
 Quote Creation: 11/18/21
 Quote Expiration: 5/17/22
 Quote Name: SasS Renewal 2022
 Contract Start Date: 7/17/22
 Contract End Date: 7/16/23

Entity: Tyler Technologies, Inc.
 EIN: 75-2303920

Payment Terms: Net 30
 Frequency: Annual
 End User Type: Other

7/17/2022 to 7/16/2023	
Recurring Costs	\$ 72,000
One-Time Cost	\$ 0
Total	\$ 72,000

Total Contract Value: \$ 72,000

Tyler Software and Related Services - Annual

Description	SKU	Monthly Term	Quantity	Total Price
Socrata				
Software				
Open Data Portal - Basic	SOC-OD-B	12	1	\$ 42,000
Citizen Connect - One instance	SOC-CC-1	12	1	\$ 30,000
Support				
Support Program - Basic	SOC-PS-SUP-B	12	1	\$ 0
TOTAL				\$ 72,000

Product Descriptions

SOC-OD-B -	The Basic portal offers a complete software-as-a-service platform that includes the following usage limits: 150 Datasets; 10 Premium APIs; Up to 5 million API calls per month; Up to 1 TB in bandwidth per month; 5 Microsites; Native Support for Geospatial Data; Up to 50,000 Geocoding Requests per month; Sitewide Usage Analytics. Price is per month.
SOC-CC-1 -	One instance (5 dataset pins) - Geospatial exploration and alerting tool connecting citizens and elected officials to 311 and other service delivery data.
SOC-PS-SUP-B -	Support Program - Basic

SPECIAL CONDITIONS:

- For the avoidance of doubt, the pricing reflected above for Open Data Portal - Basic (SOC-OD-B) is annual, not monthly.
- Support Program - Basic (SOC-PS-SUP-B) is included, and is set forth on <https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy>

**Sales Quotation For:**

Nashville-Davidson County
 1 Public Sq Ste 308
 Suite 308
 Nashville TN 37201-5000

Quoted By: Doran King
 Quote Creation: 6/14/23
 Quote Expiration: 10/12/23
 Quote Name: SaaS Renewal 20223
 Contract Start Date: 7/17/23
 Contract End Date: 7/16/24

Services: N/A
 Tyler Entity / Tax ID: Tyler Technologies, Inc. / 75-2303920
 Payment Terms: Net 30
 Frequency: Annual
 End User Type: Other

	Year 1
Recurring Costs	\$ 72,000
One-Time Cost	\$ 0
Total	\$ 72,000

Total Contract Value: \$ 72,000

Tyler Software and Related Services

Description	SKU	Monthly Term	Quantity	Total Price
Data & Insights				
Software				
Open Data Platform - Basic	SOC-OD-B	12	1	\$ 42,000
Citizen Connect - One instance	SOC-CC-1	12	1	\$ 30,000
Support				
Support Program - Basic	SOC-PS-SUP-B	12	1	\$ 0
TOTAL				\$ 72,000

Solution Descriptions

SOC-OD-B -	The Basic portal offers a complete software-as-a-service platform that includes the following usage limits: 150 Datasets; 10 Premium APIs; Up to 5 million API calls per month; Up to 1 TB in bandwidth per month; 5 Microsites; Native Support for Geospatial Data; Up to 50,000 Geocoding Requests per month; Sitewide Usage Analytics. Price is per month.
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- Support Program - Basic (SOC-PS-SUP-B) is included, and is set forth on <https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (MARSH USA, INC.) and INSURED (Tyler Technologies, Inc.), and CONTACT information (PHONE, FAX, E-MAIL, ADDRESS). Includes a table for INSURER(S) AFFORDING COVERAGE with columns NAIC # and insurer names.

COVERAGES CERTIFICATE NUMBER: NYC-011240791-07 REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL. SUBR. INSD. WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #457078
Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as additional insured where required by written contract with respect to General Liability and Auto Liability.

CERTIFICATE HOLDER

Metropolitan Government of Nashville & Davidson County
Metro Courthouse
Nashville, TN 37201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Marsh USA Inc.

AGENCY CUSTOMER ID: CN102891976

LOC #: Boston



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED Tyler Technologies, Inc. Socrata, Inc. 5101 Tennyson Parkway Plano, TX 75024	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Professional Liability / Cyber policies evidenced contain Self Insured Retentions to various perils covered. If you would like additional information regarding these sub limits or deductibles, please contact the insured.



INSURANCE BINDER

The Solution for Professional Services,
Privacy and Network Security

Agency Name: Marsh
Licensed Surplus Lines Broker: Thomas Tenerowicz
Broker Contact: James Tullett
Agency Address: 1166 Ave of Americas

Licensed Surplus Lines Broker [REDACTED]
[REDACTED]
Mailing Address: 1166 Ave of Americas
Date: 6/15/2023

We are pleased to present our binder for Tyler Technologies, Inc. Please review the terms carefully as they may differ from what was requested in the coverage specifications sent with the risk submission. If you believe there are any discrepancies, or the terms do not adequately reflect the placed policy, please contact us immediately.

Parent Company: Tyler Technologies, Inc.
Mailing Address: 5101 Tennyson Parkway, Plano, TX 75024

Insurer: QBE SPECIALTY INSURANCE COMPANY (Non-admitted)
One QBE Way, Sun Prairie, Wisconsin 53596

Home Office: c/o CT Corporation System
314 East Thayer Avenue
Bismarck, North Dakota 58501-4018

Policy Period:
From: 6/17/2023 To: 6/17/2024
At 12:01 A.M. Standard Time at the mailing address stated in Item 1

Coverage, Limit of Liability, Retention and Retroactive Date:

Maximum Limit of Liability of \$10,000,000 for all **Claims, Events** and **Extortion Threats** subject to the following Aggregate Limits of Liability

	Limit of Liability		[REDACTED]	[REDACTED]
Liability Coverages				
[Technology and Professional Liability Coverage]	\$10,000,000	in the aggregate	[REDACTED]	[REDACTED]
[Media Liability Coverage]	\$10,000,000	in the aggregate	[REDACTED]	[REDACTED]
[Network Security and Privacy Liability Coverage]	\$10,000,000	in the aggregate	[REDACTED]	[REDACTED]
[Privacy Regulatory Proceeding Coverage]	\$10,000,000	in the aggregate	[REDACTED]	[REDACTED]
Reimbursement Coverages				
[Event Expense Coverage]	\$10,000,000	in the aggregate	[REDACTED]	[REDACTED]
[Network Extortion Coverage]	\$10,000,000	in the aggregate	[REDACTED]	[REDACTED]

[Business Interruption Coverage] \$10,000,000, in the aggregate [REDACTED] [REDACTED]
except only \$10,000,000 for Business Interruption Coverage relating to a managed services IT provider's Computer Network

Waiting Period: 12 hours

Professional Services: **Technology Services** definition

Scheduled Media: All programming, advertising Material, publications, productions, articles, films, videos, social media feeds, or photographs produced or disseminated by the Insured.

Premium: [REDACTED]
[REDACTED]

Commission: [REDACTED]

[REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]

Extended Reporting Period:

Premium: 100% of Premium
Duration: 12 months

Expiry of Binder: Upon Policy Issuance

Credit Terms: 30 days from date of inception

Subjectivities: N/A

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[Redacted]

[Redacted]

Regards,

[Redacted]
QBE North America

[Redacted]

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**

CA #: A2023154Date Received: June 14, 2023

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Open Data & Citizen Connect Portals Contract Number: 457078 Amendment Number:
Requesting Department: ITS Requesting Departmental Contact (Name & Number): Colleen Herndon 615-862-6246

Contractor's Business Name: Tyler Technologies Name of Contract Signatory: Hannah MayContract Signatory Email Address: hannah.may@tylertech.comAddress: 255 South King Street, Suite 100 City: Seattle ST: WA Zip: 98104**Revision Accomplishes: Check all that apply**

<input checked="" type="checkbox"/> Term Extension	New End Date: <u>7/16/2024</u>	Include revised schedule if necessary
<input checked="" type="checkbox"/> Contract Value Increase	Original Contract Amount <u>\$144,000.00</u> Previously Executed Amendment(s) Amount <u>\$72,000.00</u> Current Amendment Amount <u>\$72,000.00</u> Amendment % Increase <u>33%</u> Proposed Revised Contract Amount <u>\$288,000.00</u>	Include revised fee schedules, budget, and total contract value as appropriate <u>APPROVAL OF CHANGES</u> <i>MLL</i> 7/26/2023 3:59 PM CDT
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input checked="" type="checkbox"/> Other (Describe) <u>Remove and Replace Exhibit C</u>		Include applicable documentation

ACCOUNTING INFORMATION:BU Number: 14521180 Fund #: 51137 Any Other Accounting Info:

Procurement will route in DocuSign for signatures below

Department Requester CA

Requesting Department Director's Signature of Approval

6/14/2023 | 12:02 PM CDT

Date

A2023154

CA #: _____

June 14, 2023

Date Received: _____

To be completed by the Procurement Division

Contract Amendment is Approved (Additional Comments: _____

_____)

Contract Amendment is Denied for _____

PURCHASING AGENT: Michelle R. Hernandez Lane Date: 6/27/2023 | 3:34 PM C

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Open Data & Citizen Connect Portals

Amendment Summary: Amend Clause 1.1 Heading to reflect updated vendor name; Amend Clause 3.1

Contract Terms to extend to July 16, 2023; Amend Clause 3.2.1 Contract Value to increase the
contract by \$72,000.00 for a total of \$216,000.00; Removes and Replaces Exhibit C - Investment
Summary and Exhibit D - Invoice Payment Policy

Contract Number: 457078 Amendment Number: 1 Request Number: A2022014

Type of Contract: Multi-Year Contract **Requires Council Legislation:** No

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 7/17/2020 Contract Expiration Date: 07/16/2023 Contract Term: 36 months

Previous Estimated Contract Life Value: \$144,000.00

Amendment Value: \$72,000.00 Fund: 51137

New Estimated Contract Life Value: \$216,000.00 BU: 14521180

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Marlon Bynum BAO Staff: Christopher Wood

Procuring Department: ITS Department(s) Served: ITS

Prime Contractor Information

Prime Contracting Firm: Tyler Technologies, Inc Phone #: 206-340-8008 ISN#: 6563

Address: 1517 12th Avenue Suite 101 City: Seattle State: WA Zip: 98122

Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE (check if applicable)

Prime Company Contact: Doran King Email Address: doran.king@tylertech.com

Prime Contractor Signatory: Hannah May Email Address: di-contracts@tylertech.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service-Disabled Veteran Business Program:

N/A Amount: N/A Percent, if applicable: N/A

Procurement Non-Discrimination Program:

Program Not Applicable Amount: N/A Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No Amount: N/A Percent, if applicable: N/A

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 457078
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND SOCRATA, INC., a wholly owned subsidiary of TYLER TECHNOLOGIES**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and TYLER TECHNOLOGIES, INC. ("TYLER") located in Seattle, WA.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated July 17, 2020, Metro Contract numbered 457078, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend Clause 1.1 Heading to reflect updated vendor name. Clause shall read as follows:

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Tyler Technologies, Inc.**, located at **1517 12th Avenue Suite 101, Seattle, WA 98122** ("CONTRACTOR" or "TYLER") resulting from an approved sole source request as signed by the Purchasing Agent. This contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document and affidavit(s),***
 - ***Exhibit A - ISA Terms and Conditions***
 - ***Exhibit B – Affidavits***
 - ***Exhibit C – Investment Summary***
 - ***Exhibit D – Invoicing and Payment Policy***
 - ***Exhibit E – Support Policy***

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. Amend Clause 3.1 Contract Term to extend to July 16, 2023. The clause shall read as follows:

The term of this contract will begin on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. The initial contract term will end thirty-six (36) months from the date of filing with the Metropolitan Clerk's Office, unless earlier terminated as set forth in Section 4 of this contract. This contract may be extended by amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent.



However, in no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

3. Amend Clause 3.2.1 Contract Value to increase the contract by \$72,000 for a total of \$216,000.00. The revised clause shall read as follows:

“This contract has an estimated value of \$216,000.00. The pricing details as indicated in the Investment Summary (Exhibit C).”

4. Removes and Replaces Exhibit C that reflects the pricing for the additional year.
5. Removes and Replaces Exhibit D - Invoicing and Payment Policy to remove any reference to Socrata information.

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 457078

Amendment Number 1

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

[Signature] GN
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle D. Hernandez Lane JLR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery TJE RJ
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Theresa Costonis BC
Metropolitan Attorney Insurance

John Cooper kW
Metropolitan Mayor COO

ATTESTED:

Austin Kyle 1/7/2022
Metropolitan Clerk Date

CONTRACTOR

Tyler Technologies, Inc.
Company Name

Hannah May
Signature of Company's Contracting Officer

Hannah May
Officer's Name

Senior Corporate Attorney
Officer's Title



Quoted By: Doran King
 Quote Expiration: 7/25/2020
 Quote Name: Nashville-Davidson County 2020 Renewal
 Quote Number: 2020-101482
 Quote Description: 1 Year Term with one 1-year option
 Start Date: TBD
 End Date: TBD

Sales Quotation For

Nashville-Davidson County
 1 Public Sq Ste 308
 Suite 308
 Nashville , TN 37201-5000

	Year 1	Option Year (Year 2)	Grand Total
Recurring Costs	\$72,000.00	\$72,000.00	\$144,000.00
One Time Cost	\$0.00	\$0.00	\$0.00
Total	\$72,000.00	\$72,000.00	\$144,000.00

Tyler Software and Related Services - Annual

Description	Quantity	List Price	Sales Price	Annual Uplift	Net Price
Software					
Citizen Connect - One instance	1	\$30,000	\$30,000	0%	\$30,000
Open Data Portal - Basic	1	\$61,555	\$42,000	0%	\$42,000
Education and Support					
Support Program - Basic	1	\$0	\$0	0%	\$0
TOTAL:					\$72,000

Solution Descriptions

Product	SKU	Description
Citizen Connect - One instance	SOC-CC-1	One instance (5 dataset pins) - Geospatial exploration and alerting tool connecting citizens and elected officials to customer's service delivery data.
Open Data Portal - Basic	SOC-OD-B	The Basic portal offers a complete software-as-a-service platform that includes the following usage limits: 150 Datasets; 10 Premium APIs; Up to 5 million API calls per month; Up to 1 TB in bandwidth per month; 5 Microsites; Native Support for Geospatial Data; Up to 50,000 Geocoding Requests per month; Sitewide Usage Analytics. Price is per month.
Support Program - Basic	SOC-PS-SUP-B	Basic Support Package. As set forth on https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy

EXHIBIT C-1, INVESTMENT SUMMARY



Sales Quotation For:

Nashville-Davidson County
1 Public Sq Ste 308
Suite 308
Nashville TN 37201-5000

Quoted By: Doran King
Quote Creation: 11/18/21
Quote Expiration: 5/17/22
Quote Name: SasS Renewal 2022
Contract Start Date: 7/17/22
Contract End Date: 7/16/23

Entity: Tyler Technologies, Inc.
EIN: 75-2303920

Payment Terms: Net 30
Frequency: Annual
End User Type: Other

7/17/2022 to 7/16/2023	
Recurring Costs	\$ 72,000
One-Time Cost	\$ 0
Total	\$ 72,000

Total Contract Value: \$ 72,000

Tyler Software and Related Services - Annual

Description	SKU	Monthly Term	Quantity	Total Price
Socrata				
Software				
Open Data Portal - Basic	SOC-OD-B	12	1	\$ 42,000
Citizen Connect - One instance	SOC-CC-1	12	1	\$ 30,000
Support				
Support Program - Basic	SOC-PS-SUP-B	12	1	\$ 0
TOTAL				\$ 72,000

Product Descriptions

SOC-OD-B -	The Basic portal offers a complete software-as-a-service platform that includes the following usage limits: 150 Datasets; 10 Premium APIs; Up to 5 million API calls per month; Up to 1 TB in bandwidth per month; 5 Microsites; Native Support for Geospatial Data; Up to 50,000 Geocoding Requests per month; Sitewide Usage Analytics. Price is per month.
SOC-CC-1 -	One instance (5 dataset pins) - Geospatial exploration and alerting tool connecting citizens and elected officials to 311 and other service delivery data.
SOC-PS-SUP-B -	Support Program - Basic

SPECIAL CONDITIONS:

- For the avoidance of doubt, the pricing reflected above for Open Data Portal - Basic (SOC-OD-B) is annual, not monthly.
- Support Program - Basic (SOC-PS-SUP-B) is included, and is set forth on <https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy>

EXHIBIT D
INVOICING AND PAYMENT POLICY

CONTRACTOR will provide METRO with the items set forth in the Investment Summary of the contract. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: CONTRACTOR will invoice METRO for the applicable items in the Investment Summary as set forth below. METRO's rights to dispute any invoice are set forth in the Contract.

SaaS Service Fees. SaaS Service Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in this contract. METRO's annual SaaS fees for the initial term are set forth in the Investment Summary. After the initial term of the Agreement, the pricing for the SaaS Services will be adjusted to the correlating pricing terms, based on the then-current subscription rates.

1. **Other Items and Services.**

1.1 *Implementation and Other Services:* If applicable, implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

1.2 *Other Fixed Price Services (including education):* If applicable, fixed price services are invoiced upon complete delivery of the service.

Payment. Payment for undisputed invoices is due within thirty (30) days of receipt of invoice. CONTRACTOR prefers to receive payments electronically. CONTRACTOR's electronic payment information is available by emailing AR@tylertech.com. Any billing inquiries by METRO should be directed to CONTRACTOR'S Accounts Receivable Department at 1-800-772-2260 (press 2) or email: AR@tylertech.com. Unless expressly set forth in the Investment Summary, fees are exclusive of taxes and third-party reseller fees.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 CN102891976-GAWXC-GAWXC-21	CONTACT NAME: PHONE (A/C. No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C : QBE Specialty Insurance Company</td> <td>11515</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Hartford Casualty Insurance Company	29424	INSURER C : QBE Specialty Insurance Company	11515	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hartford Fire Insurance Company	19682														
INSURER B : Hartford Casualty Insurance Company	29424														
INSURER C : QBE Specialty Insurance Company	11515														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Tyler Technologies, Inc. Socrata, Inc. 5101 Tennyson Parkway Plano, TX 75024															

COVERAGES **CERTIFICATE NUMBER:** NYC-011240791-02 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			08UENAY8572	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			08UENAY8572	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08XHUAZ8392	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			08WBAK8AGK	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Cyber Protection			130001996	12/17/2021	12/17/2022	Limit: \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract #457078
 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as additional insured where required by written contract with respect to General Liability and Auto Liability.

CERTIFICATE HOLDER Metropolitan Government of Nashville & Davidson County Metro Courthouse Nashville, TN 37201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: right;"><i>Marsh USA Inc.</i></p>
--	---

AGENCY CUSTOMER ID: CN102891976

LOC #: Boston



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED Tyler Technologies, Inc. Socrata, Inc. 5101 Tennyson Parkway Plano, TX 75024	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Professional Liability / Cyber policies evidenced contain Self Insured Retentions to various perils covered. If you would like additional information regarding these sub limits or deductibles, please contact the insured.

Ray, Terri (Finance - Procurement)

From: Cobb, Balogun (Legal)
Sent: Wednesday, May 13, 2020 11:33 AM
To: Ray, Terri (Finance - Procurement)
Subject: RE: Socrata sole source contract (NASHVILLE)

I am ok with accepting that dec page.

-BC

From: Ray, Terri (Finance - Procurement) <Terri.Ray@nashville.gov>
Sent: Wednesday, May 13, 2020 11:28 AM
To: Cobb, Balogun (Legal) <balogun.cobb@nashville.gov>
Cc: Ray, Terri (Finance - Procurement) <Terri.Ray@nashville.gov>
Subject: FW: Socrata sole source contract (NASHVILLE)

See attached and below information from the vendor. Let me know if I can accept or if I need to modify the language in the agreement.

Thanks

Terri L. Ray
Senior Procurement Officer
Department of Finance
Procurement Division
Metropolitan Nashville Davidson County
730 2nd Avenue South, Ste. 101
Nashville, TN 37210
615/862-6669
terri.ray@nashville.gov

[Procurement Code, Regulations, and Additional Information](#)

From: Mangat, Annu <annu.mangat@tylertech.com>
Sent: Wednesday, May 13, 2020 11:13 AM
To: Ray, Terri (Finance - Procurement) <Terri.Ray@nashville.gov>
Subject: Re: Socrata sole source contract (NASHVILLE)

Attention: This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Hi, Terri - Attached please find our insurance policy declaration pages. My understanding is that Professional Liability and Errors & Omissions Liability are, in effect, the same thing -- they provide coverage for the same kind of risk. I am happy to connect you with the Tyler risk manager if you have any further questions.

Thank you,

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**

CA #: A2022014Date Received: Aug. 10, 2021

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Open Data & Citizen Connect Portals Contract Number: 457078 Amendment Number: _____

Requesting Department: ITS
862-6246

Requesting Departmental Contact (Name & Number): Colleen Herndon 615-

Contractor's Business Name: Tyler Technologies

Name of Contract Signatory: Hannah May

Contract Signatory Email Address: hannah.may@tylertech.com

Address: 255 South King Street, Suite 100 City: Seattle ST: WA Zip: 98104

Revision Accomplishes: Check all that apply

<input checked="" type="checkbox"/> Term Extension	New End Date: 08/31/2022 <u>07/16/2023</u>	Include revised schedule if necessary
<input checked="" type="checkbox"/> Contract Value Increase	Original Contract Amount <u>\$144,000.00</u> Previously Executed Amendment(s) Amount <u>\$0.00</u> Current Amendment Amount <u>\$72,000.00</u> Amendment % Increase <u>50%</u> Proposed Revised Contract Amount <u>\$216,000.00</u>	Include revised fee schedules, budget, and total contract value as appropriate <u>Approval of change</u> <i>ML</i> 11/30/2021 3:17 PM CST
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input type="checkbox"/> Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:

BU Number: 14521180 Fund #: 51137 Any Other Accounting Info: _____

Procurement will route in DocuSign for Signature

Department Requester Colleen Herndon ColleenHerndon


Certificate Of Completion

Envelope Id: D90EEA9F885B4CBA9D75FBDB7E23E8F5	Status: Completed
Subject: Updated Amendment Request Form for Tyler Technologies (A2022014)	
Source Envelope:	
Document Pages: 1	Signatures: 0
Certificate Pages: 15	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original 11/29/2021 2:59:43 PM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Michelle A Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 11/29/2021 7:06:52 PM Viewed: 11/30/2021 3:17:29 PM Signed: 11/30/2021 3:17:59 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Judy Cantlon
Judy.Cantlon@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 11/30/2021 1:53:02 PM
ID: 7a76f306-6317-49ab-8efa-c88cf6e08147

COPIED

Sent: 11/30/2021 3:18:07 PM

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/30/2021 3:18:08 PM

Electronic Record and Signature Disclosure:
Accepted: 10/27/2021 2:38:03 PM
ID: 1113d3e5-9e9b-4639-b656-ad874105d9c8

Carbon Copy Events	Status	Timestamp
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Marlon Bynum
marlon.bynum@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/30/2021 3:18:09 PM
Viewed: 12/1/2021 10:12:45 AM

Electronic Record and Signature Disclosure:
Accepted: 11/24/2021 9:07:43 AM
ID: e2cf8aff-3a7d-4aec-8ed7-0d924acd1b75

Colleen Herndon
Colleen.Herndon@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/30/2021 3:18:11 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/29/2021 7:06:52 PM
Certified Delivered	Security Checked	11/30/2021 3:17:29 PM
Signing Complete	Security Checked	11/30/2021 3:17:59 PM
Completed	Security Checked	11/30/2021 3:18:11 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Certificate Of Completion

Envelope Id: 81BA06DDB8734EB2A1EE765CF86E8171	Status: Completed
Subject: Metro Contract 457078 Amendment 1 with Tyler Technologies, Inc (ITS)	
Source Envelope:	
Document Pages: 27	Signatures: 7
Certificate Pages: 18	Initials: 5
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185


Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
1/4/2022 9:26:52 AM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign


Signer Events

Signer Events	Signature	Timestamp
Terri L. Ray		Sent: 1/4/2022 9:44:47 AM
Terri.Ray@nashville.gov		Viewed: 1/4/2022 11:14:30 AM
Senior Procurement Officer		Signed: 1/4/2022 11:14:42 AM
Metropolitan Government of Nashville and Davidson County		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gregg Nicholson		Sent: 1/4/2022 11:14:51 AM
Gregg.Nicholson@nashville.gov		Viewed: 1/4/2022 11:27:04 AM
Gregg Nicholson		Signed: 1/4/2022 11:27:33 AM
Security Level: Email, Account Authentication (None)		
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Accepted: 1/4/2022 11:27:04 AM
ID: 44d37843-97f4-4c3d-8303-d2025fb8eedb

Rachel Jones		Sent: 1/4/2022 11:27:46 AM
rachel.jones@nashville.gov		Viewed: 1/5/2022 8:15:50 AM
Security Level: Email, Account Authentication (None)		Signed: 1/5/2022 8:16:28 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Accepted: 1/5/2022 8:15:50 AM
ID: 07a2ac68-6374-4a8b-9d25-80828c790eed

Hannah May		Sent: 1/5/2022 8:16:38 AM
Hannah.May@tylertech.com		Viewed: 1/5/2022 2:42:58 PM
Senior Corporate Attorney		Signed: 1/5/2022 3:04:52 PM
Tyler Technologies, Inc.		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 163.116.157.66	

Electronic Record and Signature Disclosure:

Signer Events**Signature****Timestamp**

Accepted: 1/5/2022 2:42:58 PM
ID: fff941cc-845b-4e67-92c3-d1219aba879a

Michelle A. Hernandez Lane
michelle.lane@nashville.gov
Chief Procurement Officer/Purchasing Agent
Metro
Security Level: Email, Account Authentication
(None)

Michelle A. Hernandez Lane

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 1/5/2022 3:05:02 PM
Viewed: 1/5/2022 3:42:50 PM
Signed: 1/5/2022 3:43:14 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Keith Durbin
keith.durbin@nashville.gov
Security Level: Email, Account Authentication
(None)

Keith Durbin

Signature Adoption: Uploaded Signature Image
Using IP Address: 170.190.198.185

Sent: 1/5/2022 3:43:28 PM
Viewed: 1/6/2022 10:25:43 AM
Signed: 1/6/2022 10:26:26 AM

Electronic Record and Signature Disclosure:
Accepted: 1/6/2022 10:25:43 AM
ID: 6ea95699-11cb-499f-8495-9b573306ce45

Kelly FlanneryTJE
Tom.Eddlemon@nashville.gov
Director of Finance
Security Level: Email, Account Authentication
(None)

Kelly FlanneryTJE

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 1/6/2022 10:26:36 AM
Viewed: 1/6/2022 10:40:02 AM
Signed: 1/6/2022 10:40:35 AM

Electronic Record and Signature Disclosure:
Accepted: 1/6/2022 10:40:02 AM
ID: e5a57859-a5f4-47b2-97d0-8b6e8e2a1a2d

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 170.190.198.185

Sent: 1/6/2022 10:40:44 AM
Viewed: 1/6/2022 11:39:42 AM
Signed: 1/6/2022 11:53:13 AM

Electronic Record and Signature Disclosure:
Accepted: 1/6/2022 11:39:42 AM
ID: c1745b93-6933-4ee2-96ee-3b26caf8982f

Balogun Cobb
balogun.cobb@nashville.gov
Security Level: Email, Account Authentication
(None)

BC

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 1/6/2022 11:53:25 AM
Viewed: 1/6/2022 11:55:07 AM
Signed: 1/6/2022 11:56:09 AM

Electronic Record and Signature Disclosure:
Accepted: 1/6/2022 11:55:07 AM
ID: 05c01f8c-27ca-4fde-a09f-91f581b34e55

Theresa Costonis
theresa.costonis@nashville.gov
Security Level: Email, Account Authentication
(None)

Theresa Costonis

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 1/6/2022 12:01:04 PM
Viewed: 1/6/2022 12:05:58 PM
Signed: 1/6/2022 12:08:42 PM

Electronic Record and Signature Disclosure:

Signer Events**Signature****Timestamp**

Accepted: 1/6/2022 12:05:58 PM
ID: 2c123675-b989-44f7-88ef-be26cd42285d

Kristin Wilson
Kristin.Wilson@Nashville.gov
Security Level: Email, Account Authentication
(None)



Sent: 1/6/2022 12:08:53 PM
Viewed: 1/6/2022 1:24:08 PM
Signed: 1/6/2022 1:24:28 PM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 1/6/2022 1:24:08 PM
ID: 58bdeccc-5c8b-4824-992a-2a6af312b0db

John Cooper
Mayor@nashville.gov
Security Level: Email, Account Authentication
(None)



Sent: 1/6/2022 1:24:39 PM
Viewed: 1/6/2022 10:52:47 PM
Signed: 1/6/2022 10:53:05 PM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 1/6/2022 10:52:47 PM
ID: 48296f4d-9ffe-420a-af46-749f45e3bdc8

Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication
(None)



Sent: 1/6/2022 10:53:16 PM
Viewed: 1/7/2022 7:14:51 AM
Signed: 1/7/2022 7:15:11 AM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 1/7/2022 7:14:51 AM
ID: 4ae526d1-2321-4d53-98ee-6e02e527fabb

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)



Sent: 1/6/2022 11:53:23 AM
Viewed: 1/6/2022 11:58:04 AM
Completed: 1/7/2022 7:15:57 AM

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 1/6/2022 11:58:04 AM
ID: 72901050-e4fe-4c39-9feb-755d5e8520f0

Certified Delivery Events**Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Christopher Wood
Christopher.Wood@nashville.gov
Director, BAO
Security Level: Email, Account Authentication
(None)



Sent: 1/7/2022 7:15:24 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign Colleen Herndon Colleen.Herndon@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/7/2022 7:15:29 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign Marlon Bynum marlon.bynum@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/7/2022 7:15:33 AM
Electronic Record and Signature Disclosure: Accepted: 12/30/2021 8:32:30 AM ID: e1996780-4d12-4f8f-a959-7c7bdaa2e08d		
Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/7/2022 7:15:38 AM
Electronic Record and Signature Disclosure: Accepted: 12/29/2021 9:46:41 AM ID: b64cc054-f106-4570-a33d-2a6a0d637898		
Dawn Clark Dawn.Clark@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/7/2022 7:15:42 AM
Electronic Record and Signature Disclosure: Accepted: 12/21/2021 4:06:56 PM ID: 3856267a-4818-4173-8cb8-34190761b395		
Larry Law larry.law@nashville.gov ITS Financial Manager Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/7/2022 7:15:47 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Doran King Doran.King@tylertech.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/7/2022 7:15:53 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Annu Mangat annu.mangat@tylertech.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/7/2022 7:15:57 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/4/2022 9:44:47 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	1/7/2022 7:14:51 AM
Signing Complete	Security Checked	1/7/2022 7:15:11 AM
Completed	Security Checked	1/7/2022 7:15:57 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

Contract InformationContract & Solicitation Title: Open Data & Citizen Connect PortalsContract Summary: Contractor agrees to provide services to design, develop, and deploy an Open Data and Citizen Connect Portal platform to facilitate an expansion of public access to both the government and its information.Contract Number: 457078 Solicitation Number: N/A Requisition Number: N/AReplaces Expiring Contract? (Enter "No" or Expiring Contract No.): 353625Type of Contract/PO: Multi-Year Contract **Requires Council Legislation:** No**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No**Sexual Harassment Training Required** (per BL2018-1281): YesEstimated Start Date: 07/28/2020 Estimated Expiration Date: 07/27/2022 Contract Term: 24 monthsEstimated Contract Life Value: \$144,000.00 Fund: 51137 BU: 14521021Payment Terms: Net 30 Selection Method: Sole SourceProcurement Staff: Terri Ray BAO Staff: Christopher WoodProcuring Department: ITS Department(s) Served: ITS**Prime Contractor Information**Prime Contracting Firm: Tyler TechnologiesE1#: 665465Address: 255 South King Street, Suite 1100City: SeattleState: WAZip: 98104Prime Contractor is (Check Applicable): SBE SDV MBE WBE Prime Company Contact: Riley TobinEmail Address: riley.tobin@tylertech.comPhone #: 781-974-7562Prime Contractor Signatory: Hannah MayEmail Address: hannah.may@tylertech.com**Disadvantaged Business Participation for Entire Contract***Small Business and Service Disabled Veteran Business Program:*N/AAmount: N/APercent, if applicable: N/A*Procurement Nondiscrimination Program:*Program Not ApplicableAmount: N/APercent, if applicable: N/A*Federal Disadvantaged Business Enterprise:*NoAmount: N/APercent, if applicable: N/A

* Amounts and/or percentages are not exclusive.

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>Tyler Technologies</u>	<input type="checkbox"/>	<u>N/A</u>	<u>N/A</u>	<u>Approved Sole Source Form</u>

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and Socrata, Inc., located at **255 South King Street, Suite 1100, Seattle, WA 98104** and a wholly owned subsidiary of **Tyler Technologies, Inc.** ("CONTRACTOR" or "SOCRATA") resulting from an approved sole source request as signed by the Purchasing Agent. This contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document and affidavit(s),*
 - *Exhibit A - ISA Terms and Conditions*
 - *Exhibit B – Affidavits*
 - *Exhibit C – Investment Summary*
 - *Exhibit D – Invoicing and Payment Policy*
 - *Exhibit E –Support Policy*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

1.1.1. Definitions

- “**Client (or METRO) 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 and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law.
- “**Documentation**” means any online or written documentation and specifications related to the use of the SaaS Services that we provide, including instructions, user guides, manuals, and other training or self-help documentation.
- “**Investment Summary**” means the agreed upon cost proposal for the products and services attached as Exhibit C.
- “**Invoicing and Payment Policy**” means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit D.
- “**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 C.
- “**SaaS Services**” means Socrata’s off the shelf, cloud-based software service and related services, including maintenance and support services, as specified under this contract. 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 7.2.2. of this contract.
- “**Support Policy**” means the Client support policy applicable to you for the SaaS Services pursuant to this contract. A copy of our current Client Support Policy is attached as Exhibit E.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide services to design, develop, and deploy an Open Data and Citizen Connect Portal platform to facilitate an expansion of public access to both the government and its information.

2.2. Delivery and/or Installation (Intentionally Omitted).

3. CONTRACT TERM

3.1. Contract Term

The term of this contract will begin on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. The initial contract term will end twenty-four (24) months from the date of filing with the Metropolitan Clerk's Office, unless earlier terminated as set forth in Section 4 of this contract. This contract may be extended by amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

3.2. COMPENSATION

3.2.1. Contract Value

This contract has an estimated value of \$144,000.00. The pricing details as indicated in the Investment Summary (Exhibit C) are made a part of this contract. CONTRACTOR shall be paid for software and any services, if ordered, as set forth in the Investment Summary (Exhibit C), subject to the Invoicing and Payment Policy (Exhibit D).

3.2.2. Other Fees

There will be no other charges or fees for the performance of this contract. METRO will pay for undisputed invoices within thirty (30) days of receipt of invoice, subject to the Invoicing and Payment Policy (Exhibit D). METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 30 days. CONTRACTOR reserves the right to suspend delivery of all SaaS Services, including maintenance and support services, if METRO fails to pay an invoice not disputed as described within Section 3.2.4.1, upon thirty (30) days of notice in writing to Metro of CONTRACTOR's intent to do so.

3.2.4. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with the Invoicing and Payment Policy (Exhibit D) of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract.

3.2.4.1 Invoice Disputes

If METRO believes any delivered item does not conform to the warranties in this contract, METRO will provide CONTRACTOR with written notice within thirty (30) days of METRO's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues METRO contends are in dispute so that CONTRACTOR can confirm the issue and respond to METRO's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the notice. CONTRACTOR will work with METRO as may be necessary to develop an agreed upon action plan that outlines reasonable steps to be taken by each of PARTY to resolve any issues presented in your notice. METRO may withhold payment of the amount(s) actually in dispute, and only those amounts, until CONTRACTOR completes the action items outlined in the agreed upon plan. If CONTRACTOR is unable to complete the action items outlined in the action plan because of METRO's failure to complete the items agreed to be done by METRO, then METRO will remit full payment of the invoice.

3.2.4.2 Dispute Resolution

METRO agrees to provide CONTRACTOR with written notice within thirty (30) days of becoming aware of a dispute. METRO agrees to cooperate with CONTRACTOR in trying to reasonably resolve all disputes. If the parties fail to resolve the dispute, then the parties may participate in non-binding mediation in an effort to resolve the dispute. Notwithstanding, either of the parties may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent METRO or CONTRACTOR from seeking necessary injunctive relief during the dispute resolution procedures.

3.2.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House), subject to the Invoicing and Payment Policy (Exhibit D).

3.2.6. Invoicing Requirements

CONTRACTOR shall invoice METRO on an annual basis, beginning on the commencement of the initial term and no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance, subject to Section 3.2.4.1 of this contract.

3.2.7. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

4. TERMINATION

4.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, METRO may terminate this contract for cause in the event CONTRACTOR does not cure, or create a mutually agreeable action plan to address, a material breach of this contract pursuant to Section 3.2.4.1, above.

4.2. Lack of Funding

Should funding for this contract be discontinued, METRO shall have the right to terminate the contract immediately upon thirty (30) days' written notice to CONTRACTOR.

4.3. Notice

METRO may terminate this contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, the CONTRACTOR shall immediately cease work. If METRO terminates this contract during the initial term for any reason other than cause, Force Majeure, or lack of funding, METRO shall pay CONTRACTOR the following early termination fees:

- a. if METRO terminates during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
- b. if METRO terminates during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and

4.4 Failure to Pay SaaS Fees

METRO acknowledges that continued access to the SaaS Services is contingent upon METRO's timely payment of SaaS Fees. If METRO fails to timely pay the SaaS Fees, CONTRACTOR may discontinue METRO's access to the SaaS Services and terminate this contract if METRO does not cure such failure to pay within forty-five (45) days of receiving written notice of CONTRACTOR's intent to terminate.

4.5 Return of METRO Data

Upon request, CONTRACTOR will make the SaaS Services available to METRO to export METRO Data for a period of sixty (60) days following the termination of this contract. After such sixty (60) day period has expired, CONTRACTOR has no obligation to maintain METRO Data and may destroy METRO Data.

5. NONDISCRIMINATION**5.1. Metro's Nondiscrimination Policy**

It is the policy of the METRO not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

5.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement. Accordingly, all Proposers entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

5.3. Covenant of Nondiscrimination

Your firm has committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each bid/proposal/contract).

5.4. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided through this Contract shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

6. INSURANCE**6.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

6.2. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars per claim and two million (\$2,000,000) in the aggregate.

6.3. Technological Errors and Omissions Insurance

in the amount of one million (\$1,000,000.00) dollars (for software and hardware manufacturers & website designers).

6.4. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars per claim (if vendor will be making on-site deliveries).

6.5. Worker's Compensation Insurance

with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

6.6. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (If applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's workers' compensation insurance coverage.

6.7. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV (preferred method)

OR

DEPARTMENT OF FINANCE

PROCUREMENT DIVISION

730 2ND AVE SOUTH, STE 101

P.O. BOX 196300

NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If the CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

7. GENERAL TERMS AND CONDITIONS

7.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

7.2. Warranty

7.2.1. Service Warranty. CONTRACTOR warrants to METRO that the functionality or features of the SaaS Services will substantially perform as communicated to METRO in writing, or their functional equivalent, but CONTRACTOR has the right to update functionality. The support policies may change but will not materially degrade during the term. CONTRACTOR may deprecate features upon at least 30 days' notice to METRO, but CONTRACTOR 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>. CONTRACTOR will post Product Release Notes to the support site, which include a summary of recently released features and features planned for release within 30 days. METRO may subscribe to Product Release Notes located at <https://support.socrata.com/hc/en-us/sections/203977877-Check-out-the-Latest> for email delivery of Product Updates.

7.2.2. Uptime Service Level Warranty. CONTRACTOR will use commercially reasonable efforts to maintain the online availability of the SaaS Services 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, SaaS Services is not in the production environment, you are in breach of this Agreement, or you have not pre-paid SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA: 99.9%

Credit: 3% of monthly fee for each full hour of an outage that adversely impacted METRO's access to 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.

Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section 7.2.2. is the provision by us of the credit for the applicable month, as provided in the chart above (if this 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.

7.2.3. Other Services Warranty. CONTRACTOR will perform the implementation-related services in a professional manner, consistent with industry standards. In the event CONTRACTOR provides services that do not conform to this warranty, CONTRACTOR will re-perform such services at no additional cost to you.

7.2.4. METRO Assistance. CONTRACTOR acknowledges that the implementation of the SaaS Services is a cooperative process requiring the time and resources of your personnel. METRO agrees to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with CONTRACTOR to schedule the implementation-related services outlined in this Agreement. CONTRACTOR will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by METRO personnel to provide such cooperation and assistance (either through action or omission).

7.3. Rights Granted

CONTRACTOR grants METRO the non-exclusive, non-assignable limited right to use the SaaS Services on a subscription basis. The SaaS Services will be made available to METRO according to the terms of the SLA. METRO may use the SaaS Services to access updates and enhancements to the SaaS Services, as described in Section 7.2.2.

7.4. Confidentiality

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential.

"Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

7.4.1. This obligation of confidentiality shall not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this 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 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.

7.5. Information Ownership

7.5.1. CONTRACTOR retains all ownership and intellectual property rights to the SaaS Services.

7.5.2. When METRO uploads or provides METRO Data to CONTRACTOR's SaaS platform, METRO grants to CONTRACTOR 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 METRO Data as needed in response to a User's use of the SaaS Services during the performance of this agreement.

7.5.3. The SaaS Services provide METRO with functionality to make all or part of METRO Data available to the general public through one or more public facing websites. METRO determines which METRO Data is shared publicly, and METRO is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of METRO Data, and the enforcement thereof. Once an internal user makes METRO Data publicly available using the SaaS Services, CONTRACTOR has no control over a Public User's use, distribution, or misuse of METRO Data. CONTRACTOR 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 METRO Data.

7.5.4. CONTRACTOR reserves the right to develop derivative data assets based on METRO'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.

7.5.5. While CONTRACTOR agrees to never commercially sell data METRO makes publicly available, we reserve the

right to commercially sell derivative data assets we create based only on METRO's public data and not on Metro's internally accessible private data.

7.5.6. CONTRACTOR may develop derivative data assets and insights based on aggregated, anonymized views of METRO'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.

7.5.7. CONTRACTOR may access internally accessible private data for the purposes of providing maintenance and support.

7.5.8. The Documentation is licensed to METRO and may be used and copied by METRO employees for internal, non-commercial reference purposes only.

7.5.9. METRO retains all ownership and intellectual property rights to the Data. METRO expressly recognizes that except to the extent necessary to carry out our obligations contained in this Agreement, CONTRACTOR does not create or endorse any Data used in connection with the SaaS Services. During the term of the Agreement, METRO may export METRO Data as allowed by the functionality within the SaaS Services.

7.5.10. If METRO provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then CONTRACTOR (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 METRO.

7.5.11 METRO acknowledges and understands that the CONTRACTOR's 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 Criminal Justice Information Services (CJIS) data, Personal Health Information (PHI) or other sensitive data, and by using the SaaS Services, METRO acknowledges and agree that METRO is using the SaaS Services at METRO's own risk and that METRO is solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the SaaS Services are designed and offered for use in this contract.

7.6. Information Security Breach Notification

If CONTRACTOR knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this agreement, CONTRACTOR will alert METRO within 72 hours 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.

7.6.1 Data Security Measures

In order to protect METRO's Confidential Information, CONTRACTOR 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). METRO acknowledges and agrees that CONTRACTOR's obligations with respect to Security Measures is subject to Section 7.5.11 above.

7.7. Virus Representation and Warranty

Subject to the disclaimer in Section 7.20.1, CONTRACTOR, in performing its obligations pursuant to this Agreement, provides only remotely-processed services in place of local client-run software, which in the normal course of operation does not remain resident on client systems. CONTRACTOR represents that, to the extent CONTRACTOR uses software in meeting its obligations pursuant to this Agreement no portion of such software has any type of software routines or other element which is designed to, or capable of, permitting unauthorized access to, intrusion, or disabling of any hardware or software of Client.

7.8. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any third-party suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right. METRO agrees to provide CONTRACTOR with reasonable assistance, cooperation, and information in defending the claim at CONTRACTOR's expense. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall not agree to a settlement that requires METRO to perform or abstain from any action (including but not limited to making a payment) without the consent of METRO, not to be unreasonably withheld, and CONTRACTOR will not agree to any other settlement without giving METRO advance notice thereof and a reasonable opportunity to provide feedback on that proposed settlement, which feedback CONTRACTOR will consider in good faith. CONTRACTOR understands that no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council. If METRO exercises its right to participate in the defense of any such action, CONTRACTOR will not pay the attorney's fees for METRO.

If the products or services furnished under this contract are likely to, or do become, the subject of such a third-party claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

Procure

Procure for METRO the right to continue using the products or services.

Replace

Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing.

Remove

Remove the products or discontinue the services and cancel any future charges pertaining thereto.

Provide

Provided, however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO, however, if any such infringement or claim thereof is based upon or arises out of:

The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;

The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or

The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

7.9. Record Maintenance

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, during CONTRACTOR's normal business hours and upon seven (7) days' notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

7.10. Monitoring

The CONTRACTOR's financial books and records maintained pursuant to this Contract may be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representative on one week advance written notice, and at METRO's expense.

7.11. METRO Property [Reserved.]**7.12 METRO Data Backup**

METRO is providing CONTRACTOR a copy of METRO Data. Any laws and regulations governing METRO for retention of METRO Data remains METRO's responsibility. METRO IS SOLELY RESPONSIBLE FOR BACKING UP METRO'S DATA unless otherwise specifically agreed to in writing between CONTRACTOR and METRO.

7.13 Modification of Contract

This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

7.14 Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this Contract.

7.15 Waiver

No waiver of any provision of this contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.

7.16 Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

7.17 Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

7.18 Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

7.19 Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

7.20 Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

7.21 Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents and employees from:

- A. Any third-party claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or willful misconduct of CONTRACTOR, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- B. Any third-party claims, damages, penalties, costs and attorney fees arising from any failure of CONTRACTOR, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. METRO must notify CONTRACTOR promptly in writing of the claim . METRO agrees to provide CONTRACTOR with reasonable assistance, cooperation, and information in defending the claim at CONTRACTOR's expense.
- D. In any and all claims against METRO, its officers, agents, or employees, by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor under workers' compensation acts, disability acts or other employee benefit acts.
- E. METRO will not indemnify, defend or hold harmless in any fashion the CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that the CONTRACTOR may provide.

7.21.1 DISCLAIMER

To the extent permitted by state law, except for the express warranties provided in this agreement and to the maximum extent permitted by applicable law, contractor hereby disclaims 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 contractor takes reasonable physical, technical and administrative measures to secure the SaaS services, contractor does not guarantee that the SaaS services cannot be compromised. Metro understands that the SaaS services may not be error free, and use may be interrupted.

7.21.2 Limitation of Liability

To the extent permitted by state law, except as otherwise expressly set forth in this agreement, contractor's liability for damages arising out of this agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to metro's actual direct damages, not to exceed the then-current annual SaaS fees payable by metro. The parties acknowledge and agree that the prices set forth in this 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 claims that are subject to indemnification obligations in sections 7.21 and 7.8.

7.21.3 Exclusion of Certain Damages

To the maximum extent permitted by applicable law, in no event shall contractor be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever, even if we have been advised of the possibility of such damages.

7.22 Attorney Fees.

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

7.23 Assignment--Consent Required

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this contract, neither this contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO; provided, however, METRO's consent is not required for an assignment by CONTRACTOR as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of CONTRACTOR's assets. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV (preferred method)

OR

METRO PURCHASING AGENT

DEPARTMENT OF FINANCE

PROCUREMENT DIVISION

730 2ND AVENUE SOUTH

PO BOX 196300

NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for Metro to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, Metro has the discretion to approve or deny a Funds Assignment Request.

7.24 Entire Contract

This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

7.25 Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is due to of a *force majeure* event, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

7.26 Governing Law

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the CONTRACTOR may provide.

7.27 Venue

Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

7.28 Severability

Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

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Contract Number 457078

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Tyler Technologies, Inc.

Attention: Chief Legal Officer

Address: One Tyler Drive

City, State Zip Code: Yarmouth, ME 04096

Telephone: 800.772.2260 ext. 4957

Fax: 207-518-4975

E-mail: di-contracts@tylertech.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: Socrata, Inc.

Attention: Franklin Williams

Address: 255 South King Street, Suite 1100

City, State Zip Code: Seattle, WA 98104

Email Address: franklin.williams@tylertech.com

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 457078

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

CONTRACTOR

APPROVED AS TO PROJECT SCOPE:

Keith Durbin

Dept. / Agency / Comm. Head or Board Chair.

C

Dept. Fin.

Tyler Technologies, Inc.

Company Name

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane

Purchasing Agent

JLR

Purchasing

Hannah May

Signature of Company's Contracting Officer

Hannah May

Officer's Name

Senior Corporate Attorney

Officer's Title

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumbotto

Director of Finance

KM

OMB

KG

BA

APPROVED AS TO FORM AND LEGALITY:

Sara Ladd

Metropolitan Attorney

BL

Insurance

FILED BY THE METROPOLITAN CLERK:

Elizabeth Waites

Metropolitan Clerk

7/17/2020

Date

12:42 PM CDT

SECTION A-1**General Terms and Conditions**

- 1 **Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 **Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current. Product and Service Inventory to Metro Government within thirty (30) days of the request.
- 3 **Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 **Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 **Subcontracting/Outsourcing.**
 - 5.1 **Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
 - 5.2 **Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
 - 5.3 **Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government

EXHIBIT A – ISA TERMS AND CONDITIONS**Contract 4570478**

Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement. Contractor warrants that the Third-Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third-party beneficiary under the Third-Party Agreement). Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

Definitions

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. “Affiliates” as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. “Agent” means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. “Agreement” means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. “Information Breach” means any actual unauthorized disclosure or use of, or access to, Metro Government Confidential Information, or actual loss of Metro Government Confidential Information.
5. “Effective Date” means the date first set forth on page 1 of the Agreement.
6. “Metro 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.
6. “Metro Government Information” means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. “Metro Government Infrastructure” means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. “Metro Government Network” means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. “Term” means the period during which this Agreement is in effect.

EXHIBIT A – ISA TERMS AND CONDITIONS**Contract 4570478****SECTION IR****Information Backup, Contingency Planning and Risk Management****1 General.**

1.1 Metro Government acknowledges that Contractor's Software as a Service (SaaS) Services do not serve as Metro Government's system of record or source system and that backups of Metro Government data remain the responsibility of Metro Government. Metro Government acknowledges that Contractor's Socrata solution is hosted on Amazon Web Services, with Contractor performing system backups in accordance with its standard operating procedures. The Contractor's SaaS Services are not to 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, HIPAA, or other sensitive data. Storing this type of information is not in line with the intended use of the platform today.

1.2 Upon Metro Government's request, Contractor shall supply Metro Government with an inventory of Metro Government Information that Contractor Stores and/or backed up.

1.3 Upon Metro Government's request, Contractor shall supply copies of Metro Government Information in a format requested by Metro Government.

2 System Backup. Contractor's Socrata product is a commercial off the shelf, SaaS solution, hosted on AWS. Contractor performs system backups in accordance with its standard operating procedures. Backup of Metro Government's data is the responsibility of Metro Government, as set forth in Section 1.1.

3 Disaster Recovery Plan. [Reserved. N/A to the Socrata SaaS Services.]

4 Emergency Mode Operation Plan. [Reserved. N/A to the Socrata SaaS Services.]

5 Testing and Revision Procedure. Contractor agrees to test, at least annually, Contractor Disaster Recovery Plan and emergency mode operations plan and maintain a documented procedure for such testing. Contractor shall document the results and findings from such testing and revise the plan accordingly.

6 Risk Management Requirements. Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information.

EXHIBIT A – ISA TERMS AND CONDITIONS**Contract 4570478****Incident Response**

1 Incident Reporting. Contractor shall report any confirmed Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:

1.1 Contractor shall promptly report to Metro Government any confirmed Information Security Incident (with or without actual harm to system or information) within 72 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (c) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (d) preliminary impact analysis; (e) description and the scope of the incident; and (f) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced an Information Breach or a successful Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.

1.2 Contractor shall document any attempted but confirmed Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.

2 Incident Response.

2.1 Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.

2.2 Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

EXHIBIT A – ISA TERMS AND CONDITIONS

Contract 4570478

SECTION PES

Physical and Environmental Security

1.1 [Reserved. N/A to the Socrata SaaS Services.]

EXHIBIT A – ISA TERMS AND CONDITIONS**SECTION VMGT****Contractor Managed System Requirements****1 Vulnerability and Patch Management.**

- 1.1 For all Contractor Managed Systems that store Metro Government Information, Contractor will promptly address Vulnerabilities through Security Patches. Unless otherwise requested by Metro Government, Security Patches shall be applied within fourteen (14) days from its release for Critical Security Patches, thirty (30) days for Important Security Patches, and twelve (12) months for all other applicable Security Patches. Contractor may provide an effective technical mitigation in place of a Security Patch (if no Security Patch is available or if the Security Patch is incompatible) which doesn't materially impact Metro Government's use of the system nor require additional third party products.
- 1.2 Government may monitor compliance of Contractor Managed Systems, subject to Contractor's Vulnerability Testing Guidelines (: <https://support.socrata.com/hc/en-us/articles/360025913194-Vulnerability-Testing-Guidelines>).
- 1.3 Contractor shall use all reasonable methods to mitigate or remedy a known Vulnerability in the Contractor Managed System according to the level of criticality and shall cooperate fully with Metro Government in its effort to mitigate or remedy the same. Upon Metro Government's request, Contractor shall implement any reasonable measure recommended by Metro Government in connection with Contractor's mitigation effort.

2 System Hardening.

- 2.1 Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access.
- 2.2 In the event that Contractor is providing Products or systems that are to be directly accessible from the Internet, Contractor shall disable or allow disabling by Metro Government of all active or executed software components of the Product or system that are not required for proper functionality of the Product or system.
- 2.3 Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC). In the case of systems residing on the Metro Government Network, Contractor shall ensure that all such systems are synchronized with a Metro Government corporate timeserver in their respective Regional Information Centers (RDC).
- 2.4 For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government.
- 2.5 For Contractor Managed Systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account.

3 Authentication.

- 3.1** Contractor shall assign a unique user ID to any Agent or end user who accesses Metro Government Information on Contractor Managed Systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.
- 3.2** Contractor agrees to require authentication for access to Metro Government Information on Contractor Managed System.
- 3.3** Contractor agrees to configure the system to support Strong Authentication for accessing Metro Government Information from any Open Network (e.g., Internet, open wireless). For avoidance of doubt, Metro Government Network is considered a trusted network.
- 3.4** Contractor shall configure the system to expire passwords at least every one-hundred and eighty (180) days and require a password change on the next successful login. For system that cannot support Strong Passwords, Contractor shall configure the system to expire passwords every ninety (90) days.
- 3.5** Unless otherwise agreed by Metro Government, Contractor shall ensure that Contractor Managed Systems will require Strong Password for user authentication.

4 Automatic Log off. [Reserved. N/A to the Socrata SaaS Services.]

5 User Accountability. [Reserved. N/A to the Socrata SaaS Services.]

6 Information Segregation, Information Protection and Authorization. Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.

7 Account Termination. Reserved. N/A to the Socrata SaaS Services.]

8 System / Information Access.

- 8.1** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 8.2** Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

9 System Maintenance.

- 9.1** Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Information as set forth in Section 7.2, Warranty and Section 7.2.3, Other Services Warranty in Contractor's contract with Metro Government.
- 9.2** Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Sensitive Information. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance. Upon request by Metro Government, Contractor shall supply such record within thirty (30) days.

Exhibit B - Affidavits

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

Taxes and Licensure: Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

Employment Requirement: Affiant affirms that neither the Contractor nor utilized temporary staffing service employs any person who is not a legally authorized to work in the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060

Covenant of Nondiscrimination: Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:

To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;

- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;

- Not to otherwise engage in discriminatory conduct;

- To provide a discrimination-free working environment;

- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;

- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and

- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

Iran Divestment Act Affidavit: By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf.

Sexual Harassment: Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

And Further Affiant Sayeth Not:

Organization Name: Tyler Technologies, Inc.

Organization Representative Signature: Hannah May

Name of Organization Representative: Hannah May

Title: Senior Corporate Attorney

Certificate Of Completion

Envelope Id: 60DCDD7758EA4E0C9BC3A36BE5D3E0BC	Status: Completed
Subject: Metro Nashville Government Procurement Affidavits for Tyler Technologies	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 14	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
5/7/2020 4:59:06 PM	prg@nashville.gov	

Signer Events

Signature	Timestamp
Hannah May hannah.may@tylertech.com Senior Corporate Attorney Socrata, Inc., a wholly owned subsidiary of Tyler Technologies, Inc. Security Level: Email, Account Authentication (None)	Sent: 5/7/2020 5:06:13 PM Viewed: 5/7/2020 6:26:31 PM Signed: 5/11/2020 11:51:29 AM
Signature Adoption: Pre-selected Style Using IP Address: 174.242.79.191	
Electronic Record and Signature Disclosure: Accepted: 5/7/2020 6:26:31 PM ID: 86410269-4fdc-4ae4-a20e-05476fb21a36	

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	5/7/2020 5:06:14 PM
Certified Delivered	Security Checked	5/7/2020 6:26:31 PM
Signing Complete	Security Checked	5/11/2020 11:51:29 AM
Completed	Security Checked	5/11/2020 11:51:29 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

Exhibit C - Investment Summary

Contract 457078



Quoted By: Doran King
 Quote Expiration: 7/25/2020
 Quote Name: Nashville-Davidson County 2020 Renewal
 Quote Number: 2020-101482
 Quote Description: 1 Year Term with one 1-year option
 Start Date: TBD
 End Date: TBD

Sales Quotation For

Nashville-Davidson County
 1 Public Sq Ste 308
 Suite 308
 Nashville , TN 37201-5000

	Year 1	Option Year (Year 2)	Grand Total
Recurring Costs	\$72,000.00	\$72,000.00	\$144,000.00
One Time Cost	\$0.00	\$0.00	\$0.00
Total	\$72,000.00	\$72,000.00	\$144,000.00

Tyler Software and Related Services - Annual

Description	Quantity	List Price	Sales Price	Annual Uplift	Net Price
Software					
Citizen Connect - One instance	1	\$30,000	\$30,000	0%	\$30,000
Open Data Portal - Basic	1	\$61,555	\$42,000	0%	\$42,000
Education and Support					
Support Program - Basic	1	\$0	\$0	0%	\$0
TOTAL:					\$72,000

Solution Descriptions

Product	SKU	Description
Citizen Connect - One instance	SOC-CC-1	One instance (5 dataset pins) - Geospatial exploration and alerting tool connecting citizens and elected officials to customer's service delivery data.
Open Data Portal - Basic	SOC-OD-B	The Basic portal offers a complete software-as-a-service platform that includes the following usage limits: 150 Datasets; 10 Premium APIs; Up to 5 million API calls per month; Up to 1 TB in bandwidth per month; 5 Microsites; Native Support for Geospatial Data; Up to 50,000 Geocoding Requests per month; Sitewide Usage Analytics. Price is per month.
Support Program - Basic	SOC-PS-SUP-B	Basic Support Package. As set forth on https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy

EXHIBIT D
INVOICING AND PAYMENT POLICY

CONTRACTOR will provide METRO with the items set forth in the Investment Summary of the contract. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: CONTRACTOR will invoice METRO for the applicable items in the Investment Summary as set forth below. METRO's rights to dispute any invoice are set forth in the Contract.

SaaS Service Fees. SaaS Service Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in this contract. METRO's annual SaaS fees for the initial term are set forth in the Investment Summary. After the initial term of the Agreement, the pricing for the SaaS Services will be adjusted to the correlating pricing terms, based on the then-current subscription rates.

1. **Other Items and Services.**

1.1 *Implementation and Other Services:* If applicable, implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

1.2 *Other Fixed Price Services (including education):* If applicable, fixed price services are invoiced upon complete delivery of the service.

Payment. Payment for undisputed invoices is due within thirty (30) days of receipt of invoice. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
Remittance or Lockbox:	Socrata, Inc. Box 207597 Dallas, TX 75320-7597
ABA Routing #:	On File in ORACLE iSupplier Company Profile
Account:	On File in ORACLE iSupplier Company Profile
Beneficiary:	Socrata, Inc., a wholly owned subsidiary of Tyler Technologies, Inc.
Account Title:	Socrata, Inc.
SWIFT Code:	WFBIUS6S

Any billing inquiries by Client should be directed to Socrata's Accounts Receivable Department at 1-800-772-2260 (press 2) or email: AR@tylertech.com. Unless expressly set forth in the Investment Summary, fees are exclusive of taxes and third party reseller fees.

EXHIBIT E**SOCRATA SUPPORT POLICY**

Socrata offers comprehensive Customer Support Programs to our customers. The Customer Support Program will be referenced in the license agreement or order form for Socrata. This document describes the policies that govern the Socrata Customer Support Programs. It defines the Customer Support Programs, their coverage levels, priorities, and response times. Should you require further information, please contact your Socrata Account Executive.

Customer Support Programs

We are committed to helping you make your Socrata solution a success. We understand that each organization has unique needs, and our Customer Support Programs are designed to let you choose the right program to meet your team needs. To ensure your success, we offer the following customer support plans with various services included as defined by the program.

Support Services	Basic	Silver	Gold	Platinum
Online Support	24x7	24x7	24x7	24x7
Phone Support	12x5*	12x5*	12x5*	12x5*
Online Knowledge Base	X	X	X	X
Community Portal		X	X	X
Service Level Agreement		X	X	X
Coaching		30 hours	75 hours	150 hours

**12x5 defined as: 6:00am - 6:00pm Pacific Time, Monday-Friday, excluding US Federal Holidays ("Business Hours")*

Managed Care Programs

In addition to the programs above, Socrata offers Managed Care Support services for customers with a custom Socrata Solution. A Managed Care Support Program offers technical maintenance to support the long term success of a custom Socrata Solution, ensuring that development resources required to maintain performance of a custom Socrata Solution are available.

Additional Support Services	Basic	Silver	Gold	Platinum
Managed Care Program	N/A	X	X	X
Development Hours	N/A	15	50	150

If you have previously purchased one of our legacy programs such as Support - Premier. Please contact your account executive for more information.

Online Support

Socrata Customer Support is a service provided for reporting and tracking issues with the Socrata Platform and products. It includes the ability to enter new requests and track status and any updates regarding previously reported issues. The Customer Support Center is accessed through the Knowledge base at <https://support.socrata.com/>. Email support allows users to email: support@socrata.com to receive assistance over email.

Online Knowledge Base

The Socrata online knowledge base is available at <http://support.socrata.com/home>. The portal provides the online how-to guides, frequently asked questions, videos, and a library of information to support a best practices approach to using Socrata. It also serves as a portal for accessing the other support features.

Phone Support

The Phone Support option allows users to call Customer Support Specialists (“CSS”) at 1-(888)997-6762 and receive assistance over the phone. All requests logged over the phone can be statused online.

Coaching

[Coaching](#) hours allow access to one of Socrata's Technical Consulting Coaches by phone and screenshare. These hours can be used for questions or issues with data ingress, publishing datasets, curating visualizations, creating stories, and other topics once an implementation is complete. A Coaching Session can be scheduled by contacting coaching@socrata.com.

Hours of Operations (“Business Hours”)

Socrata Customer Support is available during the following business hours (Pacific Time) weekdays 6:00am - 6:00pm, excluding U.S. Federal Holidays.

Socrata Customer Support will observe the following US Federal holidays (CSS will not be available these days):

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

For information at any time on the status of Socrata’s platform and services, we maintain a status site at <http://status.socrata.com/>. We recommend all customers subscribe to updates.

Submitting a Support Request

Support requests can be logged in the following manner (according to your support plan):

Contact Method

Telephone
Email
Twitter

Details

1-888-997-6762 (toll-free)
support@socrata.com
@socratasupport

A Support request is a single, reproducible problem, issue, symptom or question relating to the Socrata software that requires assistance to resolve. Socrata will work with the customer contact to resolve the Support Request. Examples of how requests may be resolved (closed) include:

- The end user advises that the Support Request is resolved or can be closed.
- The issue is found not to be due to any error in the Socrata software.
- Information is provided to the end user on how to correctly use the Socrata software.
- A workaround to achieve similar results is provided and accepted by the end user.
- The end user is informed that a version release that contains the required correction is scheduled.
- The Support Request is a feature request or enhancement and has been logged with the product team and prioritized accordingly.
- The Support request is a change in existing functionality and has been prioritized as a product enhancement.
- The Support Request is identified as a third party vendor issue and the end user agrees that the Support Request can be re-assigned to the third party for resolution.
- It is determined that the end user would benefit from additional training and education on the Socrata software and recommendations are made accordingly.
- The issue cannot be reproduced in a standard environment and has been referred to Socrata Consulting Services to assess End User local and/or environmental issues.
- The Support Request has been open for more than 10 consecutive business days awaiting a response from the end user.

Support Request Handling

There are typically four phases in the process to resolution for a Customer Support Request:

Phase	Process	Response Definition
Initial Response	A Customer Support Specialist reviews logged customer issue and confirms receipt of the issue and has logged all relevant information.	The initial response is defined as the time from when an issue was logged by Customer and the Customer Support Specialist is assigned and confirms receipt of the issue.
Analysis / Problem determination	The CSS will analyze and confirm they can replicate the issue. This phase may require the Customer to provide additional information and/or test scenarios. The CSS will determine if the issue is a bug and escalate to the product engineering team for scheduling into an upcoming product release. The CSS may also be able to provide a reasonable workaround.	This stage starts the definition of the Resolution response time. The Resolution time is defined as the time from when the issue was replicated to the time a reasonable correction or workaround was delivered to the customer.
Monitor	A reasonable workaround or correction has been delivered to the Customer, and the assigned Customer Support Specialist is awaiting feedback from the Customer to verify that the solution resolves the request.	The Customer will have up to 5 business days to test and confirm the workaround or correction reasonably resolves the problem.
Close / Resolution	The workaround or correction provided has been confirmed to resolve the issue.	If a Customer does not provide a confirmation within 5 business days after receiving the reasonable resolution, the request will be closed.

Note: All issues confirmed as enhancement requests do not qualify under the SLA commitment policies. These requests will be documented with our product development team for consideration in a future release.

The web interface at <https://support.socrata.com/hc/en-us/requests/new> is a good method of submitting tickets to the Socrata Support team. Customers may submit any issue online, and monitor previously submitted issues. To log an issue, simply send an email to support@socrata.com, or call our support line at 1-888-997-6762.

Customer Support Request Priorities

Each Customer Support Request is assigned a priority by Socrata based on the technical severity of the request. The combination of Customer Support Program and Request Priority determines the SLA commitment time frame. Request Priority is determined by:

- The Customer's ability to use the software to execute the intended business function;
- The extent to which the Customer is unable to perform that function; and
- The impact on the Customer's business in the standard use of the functionality as designed by Socrata.

Priority	Recommended Contact Method	Description
Urgent	Phone	Socrata production environment is not available or core functionality is critically affected or data loss or data integrity compromised or widespread failure; no acceptable workaround or alternative solution available.
High	Phone	Socrata production environment is seriously affected; required functionality use is restricted or unusable; no acceptable workaround or alternative solution is available.
Normal	Web	Socrata functionality is restricted but operational, or some operations are impaired; an acceptable workaround or alternative solution is available to resolve the restriction or limitation and allow reasonable use of the production environment.
Low	Web	Socrata is generally unaffected; general usage questions, enhancement requests, product education, change to documentation; an acceptable workaround or alternative solution is either available or not required.

Note: All issues submitted by email will be classified as Normal by default.

Support Request Target Resolution Times

Customer Support Requests requiring product code changes will not be held to the corresponding Resolution Times; however, in the case of a product defect, with an Urgent priority, reasonable attempts will be made by Socrata Engineering to provide a correction and/or Customer Support to supply a workaround. Customer Support Requests are often resolved more quickly than the target times.

First Response Times	Basic	Silver	Gold	Platinum
Urgent	2 hours	1.5 hours	1 hour	1/2 hour
High	4 hours	3 hours	2 hours	1 hour
Normal	8 hours	8 hours	4 hours	3 hours
Low	24 hours	16 hours	12 hours	8 hours

Note: All hours refer to hours as counted during our business hours.

Target Resolution Times*	Basic	Silver	Gold	Platinum
Urgent	1 day	1 day	1 day	1 day
High	20 days	15 days	10 days	5 days
Normal	30 days	25 days	20 days	10 days
Low	60 days	30 days	25 days	20 days

Note: Days are defined as Business days. *The response and resolution time targets listed represent a standard of average response and resolution times for all customers over a weekly average for all issues logged, rather than a resolution time for a single issue.

Defect Resolution Process

Customer Support Requests reported to Socrata may be confirmed as a product defect. In the event that a product defect is confirmed and a fix is required, Socrata will take reasonable measures to ensure a timely release of a fix to the product defect, in keeping with our current standards for software development, testing, quality assurance and production release.

The following outlines the process for resolving a confirmed product defect:

1. Customer reports the issue to Socrata Customer Support and a Customer Support Request is created.
2. Socrata Customer Support works with the Customer to determine if the issue is a product defect and will document the symptoms and the steps followed to duplicate the issue. A defect report of the issue is created.
3. Once the issue has been documented, it is escalated to a Socrata Engineering Manager for additional troubleshooting and diagnostics. Socrata Customer Support will continue to provide updates to Customer.
4. Upon completion of diagnosis and understanding of cause and definition of correction required, the issue will be assigned to a Product Development team.
5. The Product Development Team will schedule fix into the appropriate release cycle and determine an estimated date for the release of the fix.
6. Quality assurance verifies the fix and confirms the estimated deployment date for the specified defect.
7. Customer Support will provide updates to the Customer during the process and when the fix has been deployed.
8. Customer will verify the fix in their environment and confirm it reasonably corrects the defect.
9. The Customer Support Request will then be closed.

Scope of Support

Support is provided whereby the end user identifies a problem or issue that is a reproducible problem and the issue or symptom is relating to the Socrata software requires assistance to resolve.

For information about supported browsers, please visit: <https://support.socrata.com/hc/en-us/articles/202951618>

Examples of support requests that are included within a Support Plan:

- The Socrata software does not perform substantially in accordance with the current documentation.
- The end user is unable to make the Socrata software platform perform substantially in accordance with the then current documentation
- The end user is unable to gain access to the Socrata software.
- The Socrata software does not appear to be operational or function as designed.

Examples of support requests that are NOT included within a Support plan (but not limited to):

- Issues arising where significant training is required to assist the customer. (These will require guiding customer to online education options or their Account Executive to provide them with an Education program that is appropriate.)
- Issues arising from the completeness, accuracy or quality of data. (These can be resolved with a consulting services engagement)

Contract 457078

- Changes to the Socrata environment that would normally relate to implementation activities, such as modifications to customizations, integrations, etc. (These can be resolved with a Consulting Services engagement)
- Bug defects caused by internet browsers outside of [Socrata's supported browsers \(https://support.socrata.com/hc/en-us/articles/202951618-Socrata-Browser-Support\)](https://support.socrata.com/hc/en-us/articles/202951618-Socrata-Browser-Support).
- For support requests not included within a support plan, Socrata may respond to such requests on a time and materials basis.

Additional components of your Support Plan:

- New Releases: Features new capabilities and improvements in scalability and performance
- Maintenance Releases: Incremental changes that address any issues with the software that have been reported by the customer or through Socrata's own investigations.

Support Maintenance Schedule

Please see [Socrata's Maintenance Window Policy article \(https://support.socrata.com/hc/en-us/articles/202951578-What-is-Socrata-s-maintenance-window-policy-\)](https://support.socrata.com/hc/en-us/articles/202951578-What-is-Socrata-s-maintenance-window-policy-) for more detail.

We at Socrata strive to maintain the highest levels of availability for its customer's sites. However, some maintenance may require us to bring our platform down for short periods of time in order to perform upgrades or network changes. This is a standard policy in the SaaS world, and give us the chance to fix bugs, improve security, and add the capability for exciting new features while minimizing the disruption to our customer base.

We schedule maintenance windows once per month where we reserve the option to bring the Socrata platform down for maintenance. The status of Socrata's platform and services can be viewed at status.socrata.com.

The maintenance window schedule is subject to change. Socrata will provide a window maintenance schedule notice upon login for any scheduled maintenance outside of these normally scheduled times.

On-site maintenance notification reminders will be posted publicly on each Socrata-powered datasite at least 48 hours before the beginning of the maintenance window. An alternative status page will be displayed during scheduled maintenance windows.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Moira Crosby PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: mcrosby@hayscompanies.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER C: Lloyds of London Syndicates</td> <td style="text-align: center;">048337 &</td> </tr> <tr> <td>INSURER D:</td> <td style="text-align: center;">048945</td> </tr> <tr> <td>INSURER E: Travelers Casualty & Surety CO</td> <td style="text-align: center;">31194</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Hartford Casualty Insurance Company	29424	INSURER C: Lloyds of London Syndicates	048337 &	INSURER D:	048945	INSURER E: Travelers Casualty & Surety CO	31194	INSURER F:	
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INSURER F:															
INSURED Tyler Technologies, Inc. Socrata, Inc. 5101 Tennyson Parkway Plano TX 75024															

COVERAGES **CERTIFICATE NUMBER: 20-21 Socrata GL Auto UMB** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X		08UENAY8572	4/1/2020	4/1/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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PROPERTY DAMAGE (Per accident)	\$																				
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WHEEL5271	4/1/2020	4/1/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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C	Cyber/ Privacy Prof Liab			B0621PTYLE000219	12/17/2019	12/17/2020	Limit \$20,000,000														
E	Crime			105707074	5/17/2019	5/17/2020	Limit \$5,000,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Metropolitan Government of Nashville & Davidson County its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement numbered: CG D4 17 01 12 and automobile liability additional insured endorsement numbered: CG D4 17 01 12 Contract #457078

CERTIFICATE HOLDER

CANCELLATION

DEPARTMENT OF LAW INSURANCE AND RISK MANAGEMENT METROPOLITAN COURTHOUSE SUITE 108 PO BOX 196300 NASHVILLE, TN 37219-6300	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/MCROSB
---	--



621
MIL

PROGRAMMES
UMR / POLICY No. B0621PTYLE000219

PAGE 7 OF 62

(2) INSURING AGREEMENT 2, MULTIMEDIA LIABILITY:

USD20,000,000 Each **claim** and in the aggregate - including **claims expenses**

(3) INSURING AGREEMENT 3, SECURITY AND PRIVACY LIABILITY:

USD 20,000,000 Each **claim** and in the aggregate - including **claims expenses**

(4) INSURING AGREEMENT 4, DATA RECOVERY AND LOSS OF BUSINESS INCOME COVERAGE:

USD 20,000,000 Each **claim** and in the aggregate

(5) INSURING AGREEMENT 5, PRIVACY REGULATORY DEFENSE AND PENALTIES:

USD 20,000,000 Each **claim** and in the aggregate - including **claims expenses**

(6) INSURING AGREEMENT 6, CRISIS MANAGEMENT, CUSTOMER NOTIFICATION COSTS, AND CUSTOMER SUPPORT AND CREDIT MONITORING EXPENSES:

USD 20,000,000 Each **claim** and in the aggregate

(7) INSURING AGREEMENT 7, DATA EXTORTION:

USD 20,000,000 Each **claim** and in the aggregate

(8) INSURING AGREEMENT 8, PCI DSS

USD1,000,000 Each **claim** and in the aggregate

3B. **TOTAL LIMIT OF LIABILITY UNDER THE POLICY:**

USD 20,000,000 is the Total Limit of Liability under the policy.

3C. Notwithstanding the aggregate Limit of Liability under each Insuring Agreement as set forth in item 3(A) above, all payments made under the policy, regardless of the number of Insuring Agreements that apply, will reduce the total Limit of Liability as set forth in item 3(B) above. In no event will Underwriters pay more than the total Limit of Liability as set forth in item 3(B) above.

4 **RETENTION and WAITING PERIOD:**

Insuring Agreement 1, Professional Services

MR CONTRACT
ENQ/QUO :





621
MIL

PROGRAMMES
UMR / POLICY NO. B0621PTYLE000219

PAGE 8 OF 62

USD500,000 Each **claim** - including **claims expenses**

Insuring Agreement 2, Multimedia Liability

USD500,000 Each **claim** - including **claims expenses**

Insuring Agreement 3, Security and Privacy Liability

USD500,000 Each **claim** - including **claims expenses**

Insuring Agreement 4, Data Recovery and Loss of Business Income Coverage

Data Recovery USD500,000 Each **claim**

Loss of Business Income Coverage 12 Hours **waiting period**

Insuring Agreement 5, Privacy Regulatory Defense and Penalties

USD500,000 Each **claim**

Insuring Agreement 6, Crisis Management, Customer Notification Costs,
and Customer Support and Credit Monitoring Expenses

USD500,000 Each **claim**

Insuring Agreement 7, Data Extortion

USD500,000 Each **claim**

Insuring Agreement 8, PCI DSS

USD500,000 Each **claim** - including **claims expenses**

5 **RETROACTIVE DATE:** Full Prior Acts

6 **ANNUAL PREMIUM:** USD 374,000 inclusive of 1% in respect of TRIA

7 **NOTICE OF CLAIM TO:** Pablo Gonzalez
Phelps Dunbar, L.L.P.
365 Canal St Ste 2000,
New Orleans
LA 70130 -6534
USA
Email: pablo.gonzalez@phelps.com
+ 1 504-584-9353

MR CONTRACT
ENC/QUO :





**621
MIL**

**PROGRAMMES
UMR / POLICY No. B0621PTYLE000219**

PAGE 9 OF 62

- 8 NOTICE OF ELECTION:** Hays Companies
80 S. 8th St., Ste. 700,
Minneapolis, MN 55402,

- 9 SERVICE OF SUIT:** Lloyd's America, Inc.
Attention Legal Department,
280 Park Avenue,
East Tower, 25th Floor,
New York,
NY 10017

- 10 CHOICE OF LAW:** New York

- 11 TERRITORY:** Anywhere in the world.

- 12 TECHNOLOGY PROFESSIONAL SERVICES FOR WHICH COVERAGE HAS BEEN PURCHASED:**

As per attached endorsement

- 13 ARBITRATION:** American Arbitration Association as per Clause XXI.
Dispute Resolution in the policy

MR CONTRACT
ENG/QUO :



Ray, Terri (Finance - Procurement)

From: Cobb, Balogun (Legal)
Sent: Wednesday, May 13, 2020 11:33 AM
To: Ray, Terri (Finance - Procurement)
Subject: RE: Socrata sole source contract (NASHVILLE)

I am ok with accepting that dec page.

-BC

From: Ray, Terri (Finance - Procurement) <Terri.Ray@nashville.gov>
Sent: Wednesday, May 13, 2020 11:28 AM
To: Cobb, Balogun (Legal) <balogun.cobb@nashville.gov>
Cc: Ray, Terri (Finance - Procurement) <Terri.Ray@nashville.gov>
Subject: FW: Socrata sole source contract (NASHVILLE)

See attached and below information from the vendor. Let me know if I can accept or if I need to modify the language in the agreement.

Thanks

Terri L. Ray
Senior Procurement Officer
Department of Finance
Procurement Division
Metropolitan Nashville Davidson County
730 2nd Avenue South, Ste. 101
Nashville, TN 37210
615/862-6669
terri.ray@nashville.gov

[Procurement Code, Regulations, and Additional Information](#)

From: Mangat, Annu <annu.mangat@tylertech.com>
Sent: Wednesday, May 13, 2020 11:13 AM
To: Ray, Terri (Finance - Procurement) <Terri.Ray@nashville.gov>
Subject: Re: Socrata sole source contract (NASHVILLE)

Attention: This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Hi, Terri - Attached please find our insurance policy declaration pages. My understanding is that Professional Liability and Errors & Omissions Liability are, in effect, the same thing -- they provide coverage for the same kind of risk. I am happy to connect you with the Tyler risk manager if you have any further questions.

Thank you,

Certificate Of Completion

Envelope Id: 0DFA53D32FC74B7C8DDABC955EBF7D79

Status: Completed

Subject: Metro Contract 457078 with Tyler Technologies (ITS)

Source Envelope:

Document Pages: 53

Signatures: 4

Envelope Originator:

Certificate Pages: 17

Initials: 3

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

7/13/2020 12:55:23 PM

prg@nashville.gov

Signer Events

Signature

Timestamp

Michelle A. Hernandez Lane

michelle.lane@nashville.gov

Chief Procurement Officer/Purchasing Agent
MetroSecurity Level: Email, Account Authentication
(None)


Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 7/13/2020 12:59:26 PM

Viewed: 7/13/2020 5:25:08 PM

Signed: 7/13/2020 5:25:12 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Keith Durbin

keith.durbin@nashville.gov

Security Level: Email, Account Authentication
(None)


Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 7/13/2020 5:25:19 PM

Viewed: 7/16/2020 2:55:10 PM

Signed: 7/16/2020 3:19:05 PM

Electronic Record and Signature Disclosure:

Accepted: 7/16/2020 2:55:10 PM

ID: f5f082c4-2d01-4bdb-bafa-750ef3b43d29

Kim McDoniel

Kim.McDoniel@nashville.gov

Security Level: Email, Account Authentication
(None)


Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Sent: 7/16/2020 3:19:09 PM

Viewed: 7/17/2020 8:34:13 AM

Signed: 7/17/2020 8:35:06 AM

Electronic Record and Signature Disclosure:

Accepted: 7/17/2020 8:34:13 AM

ID: 6043c411-1913-426f-ac9a-9b72c7a36fff

Kevin Cumbo/tlo

talia.lomaxodneal@nashville.gov

Security Level: Email, Account Authentication
(None)


Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 7/17/2020 8:35:10 AM

Viewed: 7/17/2020 10:56:37 AM

Signed: 7/17/2020 10:57:08 AM

Electronic Record and Signature Disclosure:

Accepted: 7/17/2020 10:56:37 AM

ID: 3a1519bd-7ee0-4dd9-aa67-29f65c9d37a7

Signer Events	Signature	Timestamp
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 7/17/2020 10:57:11 AM Viewed: 7/17/2020 11:24:52 AM Signed: 7/17/2020 11:28:23 AM</p>
<p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/17/2020 11:52:01 AM ID: c73cf635-825e-47b7-a216-d83783636f50</p>	<p><i>Bl</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144</p>	<p>Sent: 7/17/2020 11:28:26 AM Viewed: 7/17/2020 11:52:01 AM Signed: 7/17/2020 11:53:41 AM</p>
<p>Tara Ladd tara.ladd@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/17/2020 12:03:44 PM ID: 9555ead3-30cb-409f-99d4-f410736b293c</p>	<p><i>Tara Ladd</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 7/17/2020 11:53:45 AM Viewed: 7/17/2020 12:03:44 PM Signed: 7/17/2020 12:03:53 PM</p>
<p>Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/17/2020 12:42:49 PM ID: 93e1ec9a-e2bc-49f0-94f4-40d6f825ec67</p>	<p><i>Elizabeth Waites</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 7/17/2020 12:03:56 PM Viewed: 7/17/2020 12:42:49 PM Signed: 7/17/2020 12:42:57 PM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure:</p>	<p>COPIED</p>	<p>Sent: 7/13/2020 12:59:26 PM</p>

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Gregg Nicholson Gregg.Nicholson@nashville.gov Gregg Nicholson Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/13/2020 5:25:15 PM
Kati Guenther Kati.Guenther@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/13/2020 5:25:16 PM
Hannah May hannah.may@tylertech.com Senior Corporate Attorney Tyler Technologies, Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/13/2020 5:25:17 PM
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/13/2020 5:25:18 PM Viewed: 7/13/2020 5:26:00 PM
Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/17/2020 12:43:00 PM
Randall Williams Randall.Williams@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/17/2020 12:43:02 PM
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/17/2020 12:43:03 PM
Dawn Clark Dawn.Clark@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/17/2020 12:43:04 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/17/2020 12:43:04 PM
Certified Delivered	Security Checked	7/17/2020 12:43:04 PM
Signing Complete	Security Checked	7/17/2020 12:43:04 PM
Completed	Security Checked	7/17/2020 12:43:04 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

Certificate Of Completion

Envelope Id: 68E817EA93D743D690AD35251E895EFO

Status: Sent

Subject: URGENT!!! Metro Contract 457078 Amendment 2 with Tyler Technologies, Inc (ITS)

Source Envelope:

Document Pages: 81

Signatures: 10

Certificate Pages: 18

Initials: 5

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Procurement Resource Group

730 2nd Ave. South 1st Floor

Nashville, TN 37219

prg@nashville.gov

IP Address: 170.190.198.190

Record Tracking

Status: Original

7/31/2023 10:18:11 AM

Holder: Procurement Resource Group

prg@nashville.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: DocuSign

Signer Events**Signature****Timestamp**

Terri L. Ray

Terri.Ray@nashville.gov

Finance Manager

Metropolitan Government of Nashville and Davidson County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Sent: 7/31/2023 10:34:34 AM

Viewed: 7/31/2023 12:44:42 PM

Signed: 7/31/2023 12:44:49 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Gregg Nicholson

Gregg.Nicholson@nashville.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Sent: 7/31/2023 12:44:52 PM

Viewed: 7/31/2023 1:34:53 PM

Signed: 7/31/2023 1:35:11 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 7/31/2023 1:34:53 PM

ID: 3d5d88ec-81b1-4c88-a65d-abc3e2f7b8f3

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Sent: 7/31/2023 1:35:15 PM

Viewed: 7/31/2023 1:37:27 PM

Signed: 7/31/2023 1:54:24 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 7/31/2023 1:37:27 PM

ID: 5ac1f8c3-e62a-438e-a109-9d56e6173aa6

Annu Mangat

annu.mangat@tylertech.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Sent: 7/31/2023 1:54:28 PM

Viewed: 7/31/2023 1:55:07 PM

Signed: 7/31/2023 2:05:38 PM

Signature Adoption: Pre-selected Style

Using IP Address: 163.116.251.72

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
<p>Accepted: 7/31/2023 1:55:07 PM ID: 01af1044-19f9-4722-a174-dd428cc5296c</p> <p>Franklin Williams franklin.williams@tylertech.com President Tyler Technologies Security Level: Email, Account Authentication (None)</p>	<p><i>Franklin Williams</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 63.135.51.10 Signed using mobile</p>	<p>Sent: 7/31/2023 2:05:45 PM Viewed: 7/31/2023 2:06:07 PM Signed: 7/31/2023 2:06:40 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 7/31/2023 2:06:07 PM ID: e037423e-25af-4e1a-b510-58b85b7bbc10</p> <p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 7/31/2023 2:06:44 PM Viewed: 8/1/2023 11:18:29 AM Signed: 8/1/2023 11:37:44 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Keith Durbin</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 8/1/2023 11:37:47 AM Viewed: 8/1/2023 11:45:31 AM Signed: 8/1/2023 11:45:55 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 8/1/2023 11:45:31 AM ID: df88b4ff-7149-48f7-8345-4392edb9b703</p> <p>Kelly Flannery aaron.pratt@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><small>DocuSigned by:</small> <i>Kelly Flannery/ap</i> <small>DB59844A2DE04C4...</small></p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.190</p>	<p>Sent: 8/1/2023 11:45:59 AM Viewed: 8/1/2023 1:06:44 PM Signed: 8/1/2023 1:07:03 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Kelly Flannery kelly.flannery@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Kelly Flannery</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 8/1/2023 1:07:07 PM Viewed: 8/1/2023 1:08:28 PM Signed: 8/1/2023 1:08:41 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 8/1/2023 1:08:28 PM ID: e5c0d16f-90e3-4f45-81fe-499bc130df44</p> <p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>BC</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 8/1/2023 1:08:45 PM Viewed: 8/1/2023 2:16:22 PM Signed: 8/1/2023 2:16:37 PM</p>

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
 Accepted: 8/1/2023 2:16:22 PM
 ID: bad78614-06ab-4934-b3ad-f868453edb46

Erica Haber
 erica.haber@nashville.gov
 Security Level: Email, Account Authentication (None)

Erica Haber

Sent: 8/1/2023 2:16:41 PM
 Viewed: 8/1/2023 2:25:30 PM
 Signed: 8/1/2023 2:34:49 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:
 Accepted: 8/1/2023 2:25:30 PM
 ID: 27aecae3-8d71-4fd6-ad64-09387205bc2f

Michelle A. Hernandez Lane
 Michelle.Lane@nashville.gov
 Chief Procurement Officer/Purchasing Agent
 Metro
 Security Level: Email, Account Authentication (None)

Michelle A. Hernandez Lane

Sent: 8/1/2023 2:41:12 PM
 Resent: 8/1/2023 3:47:36 PM
 Viewed: 8/1/2023 3:51:15 PM
 Signed: 8/1/2023 3:52:32 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kelly Flannery
 kelly.flannery@nashville.gov
 Security Level: Email, Account Authentication (None)

Kelly Flannery

Sent: 8/1/2023 3:52:36 PM
 Viewed: 8/1/2023 4:16:13 PM
 Signed: 8/1/2023 4:16:22 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:
 Accepted: 8/1/2023 4:16:13 PM
 ID: 21691b90-5655-43a4-89c5-24e857d76258

Erica Haber
 erica.haber@nashville.gov
 Security Level: Email, Account Authentication (None)

Erica Haber

Sent: 8/1/2023 4:16:26 PM
 Viewed: 8/2/2023 9:24:19 AM
 Signed: 8/2/2023 9:25:01 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:
 Accepted: 8/2/2023 9:24:19 AM
 ID: 5d0d93be-e775-40f5-b5d8-195ec7f75b69

Procurement Resource Group
 prg@nashville.gov
 Metropolitan Government of Nashville and Davidson County
 Security Level: Email, Account Authentication (None)

Sent: 8/1/2023 2:34:58 PM
 Resent: 8/2/2023 9:25:06 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
<p>Certified Delivery Events</p> <p>Status</p> <p>Timestamp</p>		
<p>Carbon Copy Events</p> <p>Status</p> <p>Timestamp</p>		
<p>John Stewart john.stewart@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 7/31/2023 10:34:34 AM</p>
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/2/2023 9:22:49 AM ID: 9bd456a8-404d-47bd-8bde-ea47369625d6</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 8/1/2023 2:34:54 PM Viewed: 8/1/2023 3:09:50 PM</p>
<p>Erica Haber erica.haber@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/2/2023 9:24:19 AM ID: 5d0d93be-e775-40f5-b5d8-195ec7f75b69</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 8/1/2023 2:34:56 PM Viewed: 8/1/2023 2:52:03 PM</p>
<p>Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/2/2023 8:59:23 AM ID: 74771a36-b9a2-442c-a37f-fef8643057a4</p>		
<p>Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/7/2023 3:24:54 PM ID: 3def98b6-5298-4b05-9853-0b526c719a1b</p>		
<p>Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Colleen Herndon Colleen.Herndon@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/18/2023 8:51:20 AM ID: bd15383d-7bd3-41cd-9c3c-9592d4988e10</p>		
<p>Doran King Doran.King@tylertech.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:</p>		

Carbon Copy Events	Status	Timestamp
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Not Offered via DocuSign

Jessica Angulo

jessica.angulo@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Larry Law

larry.law@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dawn Clark

Dawn.Clark@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 7/18/2023 6:49:49 AM
ID: d74592a9-2b74-4b1d-8a4c-dc9524c1db6b

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/31/2023 10:34:34 AM
Envelope Updated	Security Checked	8/1/2023 2:41:11 PM
Envelope Updated	Security Checked	8/1/2023 2:41:11 PM
Envelope Updated	Security Checked	8/1/2023 2:41:11 PM
Envelope Updated	Security Checked	8/1/2023 2:41:11 PM
Envelope Updated	Security Checked	8/1/2023 2:41:11 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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