The english language version of the Terms and Conditions is the authoritative version of the terms. The machine translation is provided for the convenience of the user. Any discrepancy between different language versions should be resolved with the english language version being correct.

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SeeClickFix Terms and Conditions

These Terms and Conditions, inclusive of the Scope of Services Proposal ("the SSP") to which they are inextricably linked, will apply as of the Effective Date (specified in the SSP) to the customer ("Customer") in relation to SeeClickFix Inc, a Delaware Corporation located at 770 Chapel St, New Haven, CT 06510 ("SeeClickFix", and together "the Parties"). WHEREAS, the Customer desires that SeeClickFix provide certain software services as described herein. WHEREAS, SeeClickFix desires to deliver such software services under these terms and conditions.

A. Term and Termination

1. SeeClickFix and the Customer will implement the services described in the SSP as soon as reasonable. These Terms and Conditions will apply throughout the SSP-specified period following the Effective Date and be automatically renewed on an annual basis each succeeding year, and shall include changes to these Terms and Conditions which may be enacted by SeeClickFix alone. Should either party decide not to extend the term, such party must notify, in writing, the other party at least 90 days prior to the end of the current term.

2. *Termination for Cause.* If either party fails to perform any of its material obligations under these Terms and Conditions and does not cure such failures within thirty (30) days after being given written notice specifying the nature of the failure, then the non-defaulting party may, by giving written notice to the other party, terminate all services as of the date specified in such notice of termination.

3. *Survival.* The following Sections and any payment obligations hereunder shall survive any expiration or termination of service: A(3), C, D, E and F (except F.3).

B. Services of SeeClickFix

SeeClickFix will provide on a hosted, software-as-a-service basis, access to the Services described in the foregoing Order Form, via mobile applications, internet, and an embeddable interactive widget for public reporting, alerts on discussing non-emergency issues ("the Software"). Users will be able to interact with the Software and post various content including words, photos and videos. While the content of users of the Software is governed by SeeClickFix's published Terms of Use and Privacy Policy, SeeClickFix may not be able to control the exact nature of this content. SeeClickFix reserves the right to edit User Content, but does not have an obligation to edit the content. Although SeeClickFix may from time to time make enhancements or bug fixes to the Software, it is under no obligation to make any particular modifications, enhancements or bug fixes.

1. Service and

SeeClickFix shall use all reasonable commercial efforts to ensure that SeeClickFix's Service is available 99.9% of the time in any calendar month (excluding scheduled maintenance).

C. Ownership. With the exception of Customer's trademarks and logos,

SeeClickFix shall be the sole and exclusive owner of any and all SeeClickFix Materials, including the Software and all Intellectual Property Rights in and to them and their derivative works and improvements (as each of those terms is defined and applied under Title 17 and Title 35 U.S.C., respectively) by whomever developed or created them. No ownership of any SeeClickFix Materials including the Software or the Intellectual Property Rights in and to them shall be transferred to the Customer. "Intellectual Property Rights" shall mean any and all proprietary rights or moral rights in any trademarks, copyrights, trade secrets, patents and patent applications, renewals, extensions, continuations, divisions or reissues, in whole or in part, now or hereafter in force, and any foreign counterparts.

D. Exclusions of Warranties and Limitations of Liability.

SEECLICKFIX MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT) TO CLIENT, OR TO ANY OTHER PERSON, WITH RESPECT TO THE SERVICES, SEECLICKFIX MATERIALS, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. (I) NEITHER SEECLICKFIX NOR THE CITY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER LEGAL OR EQUITABLE), AND (II) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THESE TERMS AND CONDITIONS EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY SEECLICKFIX FROM THE CITY FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY OR $5,000 WHICHEVER IS LESS.

E. Arbitration, Governing Law and Venue

1. *Arbitration.* The Parties agree that except for the right of either party to seek declaratory, injunctive or other equitable relief, or for claims related to a party's Intellectual Property Rights, any dispute or controversy arising out of or in connection with these Terms and Conditions shall be referred to arbitration for final and binding resolution. Either party to these Terms and Conditions may initiate arbitration of the dispute by the filing of an application for resolution by one arbitrator appointed by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the city and state in which the non-filing Party is located. The award in the arbitration shall be final, binding and non-appealable. The award may be entered as a final, non-appealable judgment in any court having jurisdiction. Each party specifically agrees and acknowledges that this Section is a material term of these Terms and Conditions and acknowledges that it would not enter into these Terms and Conditions in the absence of this Section. Each party warrants and represents to the other party that this Section is valid and enforceable and the other party will incur damages if such representation is false.

2. *Law.* The laws of United States and the State of Connecticut shall govern these Terms and Conditions, without regard to conflicts of laws principles. Each of the parties hereby submits to the jurisdiction of the State of Connecticut and federal courts located in the State of Connecticut.

F. General

1. *Independent Contractor Relationship.* SeeClickFix is acting as an independent contractor under these Terms and Conditions and nothing in these Terms and Conditions shall be deemed or construed to create the relationship of partnership, joint venture or employer-employee between the parties. Neither party has, and shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other party.

2. *Notices.* Any notice to be given hereunder to any other party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (i) delivered personally or (ii) sent by express delivery service, registered or certified mail, postage prepaid, return receipt requested or (iii) sent by email, as follows: If to SeeClickFix: SeeClickFix Inc., Attn: Contract Administrator to contact@seeclickfix.com, with an email response confirming receipt by SeeClickFix. If to Customer: as addressed in the SSP. All such notices shall be deemed given on the date of actual receipt by the addressee if delivered personally, on the date of deposit with the express delivery service or the postal authorities if sent in either such manner, on the date the facsimile or email is sent if sent in such manner, and on the date of actual receipt by the addressee if delivered in any other manner.

3. *Publicity.* The Parties agree that the Parties may reference the other party as a client or vendor, including using the Client name, service marks, licenses, trademarks, logos, sales and marketing materials, and website. Any reference to the SeeClickFix Software or its features will be accompanied by a reference that it is provided by SeeClickFix.

4. *Amendment or Waiver.* No amendment or modification of these Terms and Conditions by the Customer shall be valid.

5. *Headings and Captions.* The headings and captions of these Terms and Conditions are included for convenience only and shall not be considered in construction of the provisions hereof.

6. *Severability.* If any provision of these Terms and Conditions shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of these Terms and Conditions, which shall be construed as if such invalid or unenforceable provision had never been a part of these Terms and Conditions but in a manner so as to carry out as nearly as possible the parties' original intent.

7. *Counterparts.* The Contract may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

8. *Entire Contract*. These Terms and Conditions, inclusive of the SSP to which they are inextricably linked, constitute the entire agreement between the parties regarding the subject matter hereof and supersedes any letters of intent, memorandums of understanding, confidentiality Contracts, and other Contracts and communications, oral or written, between the parties regarding such subject matter.

9. *Assignment.* SeeClickFix may assign these Terms and Conditions, and then notify the Customer within 30 days thereof.

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