

## TERMS AND CONDITIONS

**Thank you for selecting CityCare software and related services offered by CityCare, LLC and/or its subsidiaries (the "Services"). Please read the following terms and conditions carefully. By using CityCare applications or using the Services you acknowledge that you have read, understood and agreed to be bound by the following terms and conditions and agree to abide by any additional guidelines or future modifications.**

1. **LEGAL AGREEMENT.** This agreement (Agreement) is a legal agreement between you (you, your, licensee), and CityCare, LLC and/or its subsidiaries (CityCare, we, our or us) and governs your use of the Services. It gives you certain rights and imposes upon you certain responsibilities as more fully described below. If you do not agree to the terms of this Agreement, you are not granted any rights whatsoever in the Services, and you will not be able to access or use the Services. This Agreement incorporates by reference applicable program, subscription, activation, ordering and pricing terms provided to you online or offline for the Services and for other CityCare products and services made available to you through the Services, which may be subject to change from time to time. The term Services includes any other programs, tools, components and any updates (for example, documentation, help content, bug fixes, or other information and releases) related to the Services that CityCare provides or makes available to you.
2. **LICENSE GRANT AND RESTRICTIONS.** Subject to the terms and conditions of this Agreement, CityCare grants you a personal, limited, non-exclusive, non-transferable license, during such time that you satisfy the Use Conditions, to electronically access and use the Services solely for the purpose described in the CityCare description for the Services.

Except as expressly allowed herein or by applicable law, you are not licensed or permitted under this Agreement to do any of the following and shall not allow any third party to do any of the following: (i) access or attempt to access any other CityCare systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way any components of the Services; (iii) permit any third party to benefit from the use or functionality of the Services via a rental, lease, timesharing, service bureau, or other arrangement; iv) transfer any of the rights granted to you under this Agreement; (v) work around any technical limitations in the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble, or otherwise reverse engineer the any component of Services except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or the use of the Services by CityCare's other licensees or customers, or impose an unreasonable or disproportionately large load on CityCare's infrastructure.

3. **RESERVATION OF RIGHTS AND OWNERSHIP.** The Services are licensed not sold, and CityCare reserves all rights not expressly granted to you in this Agreement. Components of the Services are protected by copyright, trade secret and other intellectual property laws. CityCare and its licensors own the title, copyright, and other worldwide intellectual property rights in the Services and all copies of the Services. This Agreement does not grant you any rights to trademarks or service marks of CityCare. This Agreement does not limit any rights that CityCare may have under trade secret, copyright, patent or other laws.
4. **CITYCARE SERVICES.** You may be made aware of or offered services, features, products, applications, online communities, or promotions provided by CityCare ("[CityCare Services](#)"). If you decide to use CityCare Services, you may be subject to additional terms and conditions governing these CityCare Services and separate fees may apply.

5. **PRIVACY & USE OF YOUR INFORMATION.** PRIVACY & USE OF YOUR INFORMATION. The Services utilize SMS messages delivered through wireless service providers, such as AT&T, Sprint, Verizon, etc. You acknowledge that any SMS message goes through your and the message recipient's wireless service provider's systems. The privacy statement of each associated wireless service provider applies as the message passes through those systems. As a requirement to permit usage of SMS systems some wireless service providers may require that we disclose to them information about users of the Services and the nature of business to be conducted. In this situation the information will be used to ensure legitimate use of the SMS systems and not for marketing purposes. By clicking "Agree" you acknowledge and agree that we may provide information about you to wireless service providers as described above. You also acknowledge that in accessing certain CityCare Services you may upload or enter certain data from your account(s) such as names, addresses and phone numbers, purchases, and sales among others, to the Internet. You may be made aware of or offered services, features, products, applications, online communities, or promotions provided by CityCare ("CityCare Services"). If you decide to use CityCare Services, you may be subject to additional terms and conditions governing these CityCare Services. You acknowledge that in accessing certain CityCare Services through the Services you may upload or enter certain data from your account(s) such as names, addresses and phone numbers, purchases, and sales among others, to the Internet. You hereby grant CityCare permission to use information about your business and usage experience to enable us to provide CityCare Services to you, including updating and maintaining your data, addressing errors or service interruptions, and to enhance the types of data and services CityCare may provide to you in the future. You also grant CityCare permission to combine your business data, if any, with that of others in way that does not identify you, your company or any individual personally to improve services and to compare business practices with other users. You also grant CityCare permission to create, market or promote new CityCare offerings based on your data. For details about CityCare's privacy policies, please refer to the CityCare Privacy Statement contained either in the Services, or the privacy policy link on the CityCare website relating to the Services product you purchased. You agree to be bound by the applicable CityCare privacy policy, as it may be amended from time to time in accordance with its terms.
6. **FEEDBACK.** CityCare may provide you with a mechanism to provide feedback, suggestions and ideas, if you choose, about its online products and services (Feedback). You agree that CityCare may, in its sole discretion, use the Feedback you provide to CityCare in any way, including in future modifications of the Services, multimedia works and/or advertising and promotional materials relating thereto. You hereby grant CityCare a perpetual, worldwide, fully transferable, non-revocable, royalty free license to use, modify, create derivative works from, distribute and display any information you provide to CityCare in the Feedback.
7. **DISCLAIMER OF WARRANTIES.** THE SERVICES AND ANY CONTENT ACCESSIBLE THROUGH THE SERVICES ARE PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CITYCARE, ITS AFFILIATES, LICENSORS, PARTICIPATING FINANCIAL INSTITUTIONS, THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DEALERS AND SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL GUARANTEES AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, CONTENT, AND RELATED MATERIALS, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, AND NON-INFRINGEMENT. CITYCARE DOES NOT WARRANT THAT THE SOFTWARE, THIRD PARTY SERVICES OR ANY ONLINE SERVICES ARE SECURE OR FREE FROM BUGS, VIRUSES, INTERRUPTION, OR ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. FURTHER, CITYCARE DOES NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE OR CONTENT OR DATA THROUGH THE SERVICES. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY

GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

8. **LIMITATION OF LIABILITY AND DAMAGES.** YOU AGREE THAT IN NO EVENT WILL CITYCARE BE LIABLE FOR ANY LOSS, COST, LIABILITY OR DAMAGE INCURRED AS A RESULT OF YOUR USE OF THE SERVICES OR PARTICIPATION IN THIRD PARTY SERVICES. THE ENTIRE CUMULATIVE LIABILITY OF CITYCARE, CITYCARE'S AFFILIATES AND ITS SUPPLIERS FOR ANY REASON ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED AS PROVIDED UNDER THE MERCHANT AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CITYCARE, ITS AFFILIATES AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, THE LOSS, CORRUPTION OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS, USE OF THE SOFTWARE WITH HARDWARE OR OTHER SOFTWARE THAT DOES NOT MEET CITYCARE'S SYSTEMS REQUIREMENTS OR THE LIKE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF CITYCARE, ITS AFFILIATES, ITS SUPPLIERS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CITYCARE AND YOU. CITYCARE WOULD NOT HAVE PROVIDED THE SERVICES WITHOUT SUCH LIMITATIONS.
9. **CONSENT TO CONDUCT BUSINESS ELECTRONICALLY (CONSENT).** (a) Consent to Electronic Communications. CityCare may be required by law to send Communications to you that may pertain to the Services, the use of information you may submit to CityCare and the services you choose. Additionally, certain of the Third Party Services you choose may require Communications with the third parties who administer these programs. You agree that CityCare, on behalf of itself, and others who administer such services (as applicable), may send Communications to you by sms text, email and/or may make Communications available to you by posting them at one or more of our sponsored websites. You consent to receive these Communications electronically. The term Communications means any notice, record, agreement, or other type of information that is made available to you or received from you in connection with the Services and Third Party Services. (b) Consenting to Do Business Electronically. The decision whether to do business electronically is yours, and you should consider whether you have the required hardware and software capabilities described below. Your consent to do business electronically and our agreement to do so covers all transactions you conduct through the Services for as long as you remain a licensee of the Services. In order to access and retain an electronic record of Communications, you will need: a computer, a monitor, a connection to an Internet service provider, Internet browser software that supports 128-bit encryption, and an e-mail address. By selecting the "I AGREE" button, you are confirming to us that you have the means to access, and to print or download, Communications. We do not provide ISP services. You must have your own Internet service provider. (c) Withdrawal of Consent. If you later decide that you do not want to receive future Communications electronically, write to us at Privacy Team, CityCare, 21001 N. Tatum Blvd., Suite 1630-447, Phoenix, AZ 85050-4242. If you withdraw your consent, however, you will no longer be able to use the Services.
10. **YOUR USE OF THE SERVICE.** You agree that in using the Services, in addition to your complying at all times with the Merchant obligations under the Merchant Agreement, you will do the following: (a) Comply with all applicable laws and regulations. (b) You agree to

maintain the security of account log-in information you receive as part of your use of the Services. If you have reason to believe that your account is no longer secure, or if you lose the mobile device that you are using to access the Services you agree to immediately notify CityCare.

11. **INDEMNIFICATION.** You agree to indemnify, defend and hold CityCare, its contractors, employees, agents and its third party suppliers, licensors, and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to your use or misuse of the Services, any violation by you of this Agreement, or any breach of the representations, warranties, and covenants made by you in this Agreement. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, including rights to settle, and you agree to cooperate with the defense and settlement of these claims. We will use reasonable efforts to notify you of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it.
12. **AMENDMENT.** Please review the Agreement periodically on the Services website provided to you for additional terms and changes. CityCare has the right to change or add to the terms of this Agreement, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Services, including but not limited to, terms, Internet based services, pricing, technical support options, and other product-related policies, at any time upon notice by any means CityCare determines in its discretion to be reasonable, including posting information concerning such change on any CityCare sponsored website. Your continued use of the Services after CityCare's publication of any such changes shall constitute your acceptance of this Agreement as modified.
13. **TERMINATION.** Your rights under this Agreement may be terminated or suspended by CityCare immediately and without notice if you or any of your authorized users fail to comply with any term or condition of this Agreement (including the termination of the account with which the Services is associated) or you no longer consent to receive Electronic Communications in accordance with Section 11. Upon termination you must immediately cease using the Services. Any termination of this Agreement shall not affect CityCare's rights hereunder.
14. **THIRD PARTY SERVICES.** In connection with your use of the Services, you may be made aware of services, products, offers and promotions provided by third parties, and not by CityCare (Third Party Services). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions as well as any fees, if any, governing any Third Party Services. You authorize CityCare to use and disclose your contact information, including name and address, for the purpose of making the Third Party Services you choose available to you. You agree that the third party, and not CityCare, is responsible for the performance of the Third Party Services.
15. **THIRD PARTY WEBSITES.** The Services may contain or reference links to websites operated by third parties (Third Party Websites). These links are provided as a convenience only. Such Third Party Websites are not under the control of CityCare. CityCare is not responsible for the content of any Third Party Website or any link contained in a Third Party Website. CityCare does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Services or Services is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by CityCare of any information contained in any Third Party Website. In no event will CityCare be responsible for the information contained in such Third Party Website or for Licensees use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies as well

as fees that are different from those of CityCare. CityCare is not responsible for such provisions, and expressly disclaims any liability for them.

16. **U.S. GOVERNMENT.** The Services is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation." All U.S. Government End Users acquire the CityCare Services with only those rights set forth herein.
17. **EXPORT RESTRICTIONS.** You acknowledge that the Services is subject to the U.S. export controls regulations administered by the U.S. Dept. of Commerce (15 CFR, Chapter VII) and that you will comply with all applicable laws and regulations. You will not export or re-export the Services, or portion thereof, directly or indirectly, in violation the U.S. export administration laws and regulations to any country or end user; or to any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons.
18. **MISCELLANEOUS.** Except as expressly set forth in this Agreement, this Agreement is a complete statement of the agreement between you and CityCare and sets forth the entire liability of CityCare, its affiliates and its Suppliers and your exclusive remedy with respect to the Services and Third Party Services and their use. The Suppliers, agents, employees, distributors, and dealers of CityCare are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on CityCare. Any waiver of the terms herein by CityCare must be in a writing signed by an authorized officer of CityCare and expressly referencing the applicable provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. This Agreement may not be assigned by you without the prior written approval of CityCare, but may be assigned without your consent by CityCare to (a) a parent or direct or indirect subsidiary, (b) in an acquisition of the assets including related services, in whole or in part, (c) a successor by merger. Any assignment in violation of this Section will be void. This Agreement will be governed by California law, without regard to its conflicts of law principles, and applicable federal law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The parties hereby consent to the exclusive jurisdiction and venue in the state courts in Santa Clara County, California or federal court for the Northern District of California. Headings are included for convenience only, and shall not be considered in interpreting this Agreement.