

## SeeClickFix Connect Terms and Conditions

This Contract (the "Contract") is entered into as of the Effective Date between the City of Ann Arbor ("City of Ann Arbor") and SeeClickFix Inc, a Delaware Corporation located at 746 Chapel St, New Haven, CT 06510 ("SeeClickFix", and together "the Parties").

WHEREAS, City of Ann Arbor desires that SeeClickFix provide certain software services as described herein.

WHEREAS, SeeClickFix desires to deliver such software services under the terms set forth in this Contract.

### *A. Term and Termination.*

1. SeeClickFix and City of Ann Arbor will implement the services described in this Contract as soon as reasonable. The initial term of this Contract will be through one (1) year following the Effective Date. This Contract will be automatically renewed on an annual basis each succeeding year. 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 this Contract 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 this Contract as of the date specified in such notice of termination.
3. Survival. The following Sections of this Contract and any payment obligations hereunder shall survive any expiration or termination of this Contract: 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 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](#), 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.

*C. Ownership.* With the exception of City of Ann Arbor'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 City of Ann Arbor. "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 City of Ann Arbor, OR TO ANY OTHER PERSON, WITH RESPECT TO THE SERVICES, SEECLICKFIX MATERIALS, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. (I) NEITHER SEECLICKFIX NOR CITY OF ANN ARBOR 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 THIS CONTRACT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY SEECLICKFIX UNDER THIS CONTRACT.

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**SeeClickFix**

746 Chapel Street, New Haven CT 06510  
Phone 203.752.0777 [www.seeclickfix.com](http://www.seeclickfix.com)

E. Governing Law and Venue

1. Law. The laws of United States and the State of Michigan shall govern this Contract, without regard to conflicts of laws principles. Each of the parties hereby submits to the jurisdiction of the State of Michigan and federal courts located in the State of Michigan.

F. General

1. Independent Contractor Relationship. SeeClickFix is acting as an independent contractor under this Contract and nothing in this Contract 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 team@seeclickfix.com, with an email response confirming receipt by SeeClickFix. If to City of Ann Arbor: see City of Ann Arbor Address on first page of this Contract. 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. Amendment or Waiver. No amendment or modification of this Contract shall be valid unless it is in writing and signed by both parties.

4. Headings and Captions. The headings and captions of this Contract are included for convenience only and shall not be considered in construction of the provisions hereof.

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

6. Counterparts. This 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.

7. Entire Contract. This Contract constitutes the entire Contract 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.

8. Assignment. SeeClickFix may assign this Contract, and then notify City of Ann Arbor within 30 days thereof.

IN WITNESS WHEREOF SeeClickFix and City of Ann Arbor have caused this Contract to be executed as of the date signed by City of Ann Arbor, which will be the Effective Date.

SeeClickFix  
By: \_\_\_\_\_

City of Ann Arbor  
By: Steven D. Powers

Name: \_\_\_\_\_

Name: Steven D. Powers

Title: \_\_\_\_\_

Title: City Administrator

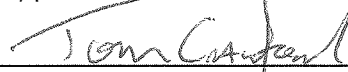
Date: \_\_\_\_\_

Date: 12/16/13 (Effective Date)

SeeClickFix


746 Chapel Street, New Haven CT 06510  
Phone 203.752.0777 [www.seeclickfix.com](http://www.seeclickfix.com)

Approved as to Substance



Tom Crawford, CFO/Finance and  
Administrative Services Administrator

Approved as to Form

  
Stephen K. Postema, City Attorney

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