

CITYSOURCED, INC.
MOBILE APPLICATION CUSTOMER AGREEMENT

This Mobile Application Customer Agreement (this "Agreement") is entered into by and between CitySourced, Inc. ("Provider"), having a principal place of business at 1545 Sawtelle Blvd., Suite 36, Los Angeles, CA 90025 and the City of Coalinga, California, a municipal corporation ("Subscriber") and is effective upon signature by the Subscriber (the "Effective Date"). In consideration of the mutual agreements contained herein, the parties hereto agree as follows:

1. Software, Support Services.

1.1 General. Provider is an application services provider that has developed a mobile application that allows end users to send messages to Subscriber via a mobile device (the "Application"). Provider has developed associated software that allows Subscriber the ability to receive and respond to such messages (together with future versions of such software made by Provider from time to time, collectively the "Software"), as further described on Schedule A.

1.2 Access, Fees. Commencing no later than sixty (60) days after the Effective Date, and provided that the Subscriber has delivered all necessary assets to Provider for deployment, Provider shall provide to Subscriber access to the Software at the level described in the attached Schedule A via an Internet web browser under the terms and conditions of this Agreement and in consideration of the fees described in Schedule A.

1.3 Support Services. Subscriber acknowledges and agrees that Provider does not provide custom development for the Software, except pursuant to a separate, written support and custom development agreement and at Provider's hourly charges as defined in Schedule A.

1.4 No Consulting or Advisory Services. Subscriber acknowledges and agrees that Provider is not providing any consulting or advisory services to Subscriber, legal or otherwise, in connection with the Software or Application.

1.5 Geographical Files. Promptly following the Effective Date, Subscriber shall provide to Provider the geographic boundary file for the applicable covered area (the "Area") in the form of an ESRI shape file. Additionally, any geographic data including, but not limited to, municipal district boundaries, school board boundaries, shall be provided by the Subscriber at the Provider's request if such data exists.

1.6 Promotion. In consideration for the rights granted hereunder by Provider, Subscriber agrees to use its reasonable, good faith efforts to promote the Application in the Area, which includes without limitation (a) posting a link on Subscriber's main website page to Provider's website for the downloading of the Application, (b) emailing or otherwise notifying the residents in the Area of the availability of the Application and associated services, and (c) contacting local news and media outlets about the availability of the Application and associated services.

2. Intellectual Property Rights. Subject to the terms and conditions of this Agreement, Provider hereby grants to Subscriber a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the versions of the Software indicated on Schedule A as specifically permitted hereunder. The Subscriber hereby grants to Provider an irrevocable, perpetual, royalty-free license to all information stored by the Software and Application as assigned and used by

the Subscriber ("Data"). Other than the rights expressly granted in this Agreement, each party retains all of its rights to its trademarks, logos, trade names, and service marks (collectively, "Brands"), Web site(s), technologies, patents, copyrights, trade secrets, know-how, and other intellectual property and proprietary rights. Without limiting the generality of the foregoing, (i) Provider shall at all times solely and exclusively own all rights, title, and interest in and to the Software and Application, and all intellectual property rights therein; and (ii) Subscriber shall at all times solely and exclusively own all rights, title, and interest in and to the Data, and all intellectual property rights therein. No implied licenses are granted herein. Subscriber agrees not to use any reverse compilation, reverse engineering, decompilation or disassembly techniques or similar methods to determine any design structure, concepts and construction method of the Application or Software or replicate the functionality of the Application or Software for any purpose. Subscriber shall not remove, modify, or obscure any Provider or other copyright, trademark, and other proprietary notices affixed to or displayed on the Application or Software, and shall not allow any third party to take any such action.

3. Term and Termination.

3.1 Term. This Agreement shall commence on the Effective Date and continue until the "Termination Date" listed on Schedule A, or terminated in the manner provided in Section 3.2 Below.

3.2 Termination. Either party may terminate this Agreement at any time upon written notice in the event the other party has committed a material breach of this Agreement which remains uncured forty-five (45) days after written notice of such breach, except that Provider may terminate this Agreement immediately upon written notice for failure by Subscriber to pay the required fees. Either party may terminate this agreement at any time upon written notice for a breach of Section 4.

3.3 Effect of Termination. Upon termination for any reason, Subscriber shall cease all use of the Software and Application. In the event this Agreement is terminated as a result of an uncured material breach as described in Section 3.2 or for reasons as described in Section 6, the Provider shall reimburse the Subscriber for any recurring annual costs as described in Schedule A on a pro-rata basis, calculated monthly.

4. Confidential Information.

4.1 Definition of Confidential Information. Provider and Subscriber understand and agree that in the performance of this Agreement, each party may have access to or may be exposed to, directly or indirectly, proprietary or confidential information of the other party, including, but not limited to, trade secrets, Web site usage statistics, marketing and business plans and technical information ("Confidential Information").

4.2 Protection of Confidential Information. Each party agrees that it shall not, during the term of this Agreement and after its termination, use (except as expressly authorized by this Agreement) or disclose Confidential Information of the other party without the prior written consent of the other party, unless the receiving party can prove such Confidential Information (i) was known to the receiving party prior to the Effective Date of this Agreement, or (ii) is or becomes publicly available without breach of this Agreement, or (iii) becomes known to the receiving party after rightful disclosure from a

third party not under an obligation of confidentiality; or (iv) was independently developed by the receiving party without the use of the disclosing party's Confidential Information. The receiving party will have the right to disclose Confidential Information without being in breach of this Agreement to the minimum extent necessary to comply with a lawful court order or government regulation, provided that the receiving party provide the disclosing party with advance written notice thereof, and reasonably cooperates with the disclosing party to seek confidential or protective treatment of such Confidential Information. In addition, the receiving party agrees to take all reasonable measures to protect and maintain in confidence the Confidential Information received from the disclosing party. With respect to Confidential Information disclosed by a party under this Agreement, this Section 4 shall supersede any existing agreement relating to confidential treatment and/or non-disclosure of Confidential Information.

5. Warranties.

5.1 By Both Parties. Each party represents and warrants to the other party that (i) it has the right to enter into this Agreement and perform its obligations hereunder in the manner contemplated by this Agreement, and (ii) this Agreement shall not conflict with any other agreement entered into by it.

5.2 By Subscriber. Subscriber represents, warrants, and covenants that it shall comply with all applicable laws of the United States of America, any State thereof, and any other applicable rules, ordinances, and regulations in connection with the performance of Subscriber's obligations under this Agreement.

6. Disclaimer. THE SOFTWARE AND APPLICATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, AND SUBSCRIBER'S USE OF THE SOFTWARE AND APPLICATION OR ANY DATA ACCESSED OR OBTAINED THEREFROM IS SOLELY AT SUBSCRIBER'S OWN RISK. PROVIDER DOES NOT WARRANT THAT THE SOFTWARE OR APPLICATION WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT THE OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, PROVIDER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, CONCERNING THE SOFTWARE AND APPLICATION, OR OTHERWISE RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY STATUTORY WARRANTIES OF NON-INFRINGEMENT.

7. Limitation of Liability. EXCEPT FOR A BREACH OF SECTIONS 2 OR 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT. PROVIDER'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT.

8. Force Majeure. Provider shall not be liable to Subscriber or any other person or entity for any delay or failure in the performance of this Agreement or for loss or damage of any nature whatsoever suffered by such party due to disruption or unavailability of communication facilities, utility or Internet service provider failure, acts of war, acts of vandalism, terrorism, lightning, fire, strike or any other causes beyond Provider's reasonable control.

9. Verification. Provider may, at its expense, automatically audit Subscriber's use of the Software and Application, provided that any such audit shall not interfere with Subscriber's business activities. Provider shall be permitted to conduct automated audits at its discretion, provided that such automated audits take place without accessing Subscriber's internal information technology networks and do not materially interfere with Subscriber's use of the Software. If an audit reveals that Subscriber has utilized more users than authorized or otherwise underpaid fees to Provider, Subscriber shall pay Provider applicable fees based upon Provider's then-current fee schedule.

10. Independent Contractor. The relationship of Parties is solely that of independent contractors. Nothing contained in this Agreement shall be construed to give either party the power to direct or control the activities of the other or constitute either party as the other's partner, joint venturer, co-owner, agent, franchisee or employee.

11. Commercial Item. This Section shall apply if Subscriber is part of the United States government, or is otherwise subject to regulations promulgated by the United States government for the procurement of goods and services. The Software and Application are both "commercial items" under FAR §2.101 and consist of "commercial computer software" and "commercial computer software documentation" under FAR §12.212 and DFARS §227-7202. Any use, duplication, or disclosure of the Software or Application or associated documentation by Subscriber is governed solely by the terms of this Agreement. Any technical data customarily provided with the Software or Application shall also be governed by the terms of this Agreement pursuant to FAR §12.211. Further, the parties acknowledge that all items or services ordered and delivered under this Agreement are commercial items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Provider agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1) (OCT 2003). Further, in the event that the parties negotiate or agree upon a change in the price provided in this Agreement, or should Provider become entitled to an equitable adjustment in the price, Provider shall not be required to comply with the contract cost principles or cost accounting standards of the FAR.

12. Billing: All Fees listed on Schedule A are exclusive of all taxes; billed on an annual basis in advance; and, due upon receipt of invoice. This secures site, servers and resources necessary to begin project. Payments over 45 days from initial contract start date will accrue interest at a rate of one (1%) per month. Renewal payments made after contract renewal date will accrue interest at a rate of one (1%) per month.

All payments should be made directly to CitySourced, Inc. and will not be deemed received until actually received in Provider offices. Provider mailing address for all payments is:

CitySourced, Inc.
1545 Sawtelle Blvd.
Suite 36
Los Angeles, CA 90025

13. Miscellaneous. This Agreement contains the entire agreement of the parties, and supersedes (i) any and all previous or contemporaneous agreements with respect to the subject matter hereof, whether oral or written and (ii) the End User Agreement contained on the Application. In addition, any purchase orders issued by any entity other than Provider shall be valid only for the purpose of identifying this contract for reference purposes only, and any terms included in such purchase orders are void and shall be of no effect. This

Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by Subscriber without Provider's prior written consent, such consent not to be unreasonably withheld. Provider may assign, delegate and/or subcontract any or all of its rights or obligations hereunder. Any attempted assignment in violation of the foregoing shall be null and void. All notices and consents required or permitted to be given under this Agreement shall be in writing to the parties at the addresses designated herein or to such other address as either party may designate to the other by written notice, and shall be effective upon receipt. Written notice shall be made in the form of a certified letter, confirmed facsimile transmission or acknowledged receipt of electronic mail. Receipt shall be deemed to have occurred: four days following mailing of a certified letter; upon receipt of confirmation of fax; and upon receipt of confirmation of receipt of e-mail. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California, without reference to the conflicts of laws rules or any other rules that would result in the application of a different body of law. If any part of this Agreement shall be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party, and any such waiver shall only be applicable to the specific instance referenced in such writing. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, and both of which together shall constitute one contract. Fax copies of signatures shall also be treated as originals for purposes of this Agreement. Subscriber acknowledges and agrees that Provider retains the right at any time to change the features, functionality and look-and-feel of the Software and Application. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Any outstanding payment obligation of Subscriber, the restrictions and ownership provisions of Section 2, and all of Sections 3.3, 4, 6, 7, 11 and 13, and any other term hereof which contemplates continuing effectiveness, shall survive the termination or expiration of this Agreement for any reason.

14. Referral. Subscriber may know of some organization, municipality, government or other entity that may benefit from Provider's services ("Referred Party"), which Subscriber wishes to refer to Provider (a "Referral"). A Two Hundred and Fifty

Dollar (\$250) credit (the "Referral Credit") will be applied toward Subscriber's next subscription billing cycle for each such Referral provided that the following conditions are met: (i) the Subscriber notifies Provider of a Referral via an email to 'info@citysourced.com' ("Referral Notice), which will also include a carbon copy (cc:) to the Referred Party; (ii) the Referral Notice must proceed any written or verbal confirmation by the Referred Party to Provider to engage its services; (iii) Provider and the Referred Party must enter into a contract for the Provider's services within twelve (12) months of the Referral Notice; and (iv) the initial fee to be paid by the Referred Party to Provider for the engaged services has been received. Subscriber shall not be entitled to any additional compensation or expense reimbursement with regard to the Referral. In the event that Provider and Subscriber have terminated their engagement, no Referral Credit will be owed or due to Subscriber.

15. Acceptance. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

PROVIDER:

Signature: _____

Name: _____

Title: _____

Date: _____

SUBSCRIBER:

Signature: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

1. SOFTWARE - All Checked Apply

☐ CitySourced - Pro

Software Features	Fee	Term
<ul style="list-style-type: none"> • Free Smartphone App to Residents • Define Your Geographic Boundaries • Unlimited Console Users • Unlimited Storage • Unlimited Email Support • Online Knowledge Base • Read/Write APIs for Service Integration • Notifications by Geography & Report Type • Download Raw Data • Localized News Tab for Residents 	Free	N/A
Additional features as listed on:	Contact CitySourced Sales	

☒ CitySourced - Enterprise

Software Features	Fee	Term
<ul style="list-style-type: none"> • All the features of the Pro Edition • Custom Issue Report Types • Custom Co-Branded App • Your Own Smartphone App Store Entry • Unlimited Telephone Support (does not include Training) • Live Online Training Seminar • Integration with Major CRM Providers • Custom News Feed 	See below.	The "Initial Term" shall be for one (1) calendar year from the Effective Date (the "Termination Date"). Upon the expiration of Initial Term, the term will continue to auto-renew to subsequent annual terms subject to any fee increases implemented by the Provider unless Subscriber notifies Provider in writing of its intention not to extend the term at least thirty (30) days prior to the Termination Date. Provider must notify the Subscriber of any fee increases at least sixty (60) days prior to the Termination Date.
Additional features as listed on:	Contact CitySourced Sales	

☐ CitySourced - Enterprise Plus

Software Features	Fee	Term
<ul style="list-style-type: none"> • All the features of the Enterprise Edition • 10 Hours of Custom CRM Integration • Download Day Support • Custom Marketing Plan 	See below.	N/A
Additional features as listed on:	Contact CitySourced Sales	

2. **Fees:** Fees are locked in for Initial Term. After Initial Term, the fees may be modified by Provider by written notice to subscriber thirty (30) days in advance of such modification. Any and all custom software development performed by Provider not included in the fees below are billed at an hourly rate of \$250.00 and subject to an agreed upon statement of work. *All checked apply:*

<input checked="" type="checkbox"/> \$3,600.00 USD - Recurring Annual Costs	<input checked="" type="checkbox"/> Custom Smartphone & Mobile Applications
<input checked="" type="checkbox"/> \$3,500.00 USD - One Time Setup Costs	<input checked="" type="checkbox"/> \$0.00 USD - iPhone
	<input checked="" type="checkbox"/> \$0.00 USD - Android
	<input checked="" type="checkbox"/> \$0.00 USD - Windows Phone
	<input checked="" type="checkbox"/> \$0.00 USD - HTML5 (Mobile Optimized)