



Terms of Use Agreement

TeleTracker.US, the website is an online service of GeoTel Communications, LLC ("GeoTel," "we," or "us"), a New York limited liability company. This page explains the terms by which you and or you on behalf of the company licensing the "TeleTracker" Service, may use our online and/or mobile services, web site, and software provided on or in connection with the service (collectively the "Service"). By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement ("Agreement"), whether or not you are a registered user of our Service.

This Agreement applies to all employers, candidates, visitors, and others who access the Service ("Users").

1. Use of Our Service

A. Eligibility

You may use the Service only if you are at least twenty one (21) years of age and can form a binding contract with GeoTel, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under 21 is strictly prohibited and in violation of this Agreement. The Service is not available to any Users previously removed from the Service by GeoTel. If you use GeoTel's TeleTracker Service on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity's behalf.

B. Service Functionality

The Service gives you access to the services and functionality that we may establish and maintain in our sole discretion. We may maintain different types of accounts or services for different types of Users. You may never use another User's account without permission.

By providing GeoTel your email address you consent to our using the email address to send you Service-related notices, except any notices required by law or required by this Agreement (which, in both cases, shall be made pursuant to the second paragraph of Subsection 10(C) below), in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service. If you do not want to receive such email messages, you may opt out by providing GeoTel a written notice.

C. Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, reengineering, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the GeoTel servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that GeoTel grants the operators of public search engines revocable permission to use spiders to copy materials from GeoTel .com for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of



the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) uploading invalid data, viruses, worms, or other software agents through the Service; (vi) collecting or harvesting any personally identifiable information from the Service, except as expressly permitted by the features of the Service; (vii) using the Service for any commercial solicitation purposes; (viii) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (ix) interfering with the proper working of the Service; (x) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xi) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service (in each case, for paid services, subject to our Fee Schedule). We may permanently or temporarily terminate or suspend your access to the Service with or without notice and liability if in our sole determination you violate any provision of this Agreement.

2. End User License Grant

A. GeoTel Service

Subject to the terms and conditions of this Agreement, you or Company, whichever is applicable are hereby granted a non-exclusive, limited, non-transferable, freely revocable, license to use the Service. GeoTel reserves all rights not expressly granted herein in the Service and the GeoTel Content (as defined below). GeoTel may terminate this license at any time for any reason or no reason. A pro-rated refund will be issued to you for the unused portion remaining on the agreement

B. Mobile Software

We may make available software to access the Service via a mobile device ("Mobile Software"). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Service. GeoTel does not warrant that the Mobile Software will be compatible with your mobile device. GeoTel hereby grants you or Company, whichever is applicable, a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one GeoTel account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that GeoTel may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this



Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and GeoTel or its third party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. GeoTel reserves all rights not expressly granted under this Agreement. If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies. Use, duplication, or disclosure of the Mobile Software by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. The Mobile Software originates in the United States, and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Software and the GeoTel Service.

3. Our Proprietary Rights

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content (the "GeoTel Content"), and all Intellectual Property Rights related thereto, are the exclusive property of GeoTel and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service (except when required by law or court order). Use of the GeoTel Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

4. Paid Services

A. Billing Policies

Certain additional aspects of the Service may be provided for a fee or other charge, but only if agreed to in writing by the parties.

B. No Refunds

You may cancel your Member account at any time; however, there are no refunds for cancellation, except where GeoTel is in breach of this Agreement (in such case, the refund will be pro-rated from the date of cancellation). In the event that GeoTel suspends or terminates your account or this Agreement for your breach of this Agreement, you understand and agree that you shall receive no refund or exchange for any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account.

5. Third-Party Links and Services

The Service may contain links to third-party websites, services, or other activities or API's that are not owned or controlled by GeoTel. GeoTel does not endorse or assume any responsibility for any such third-party sites,



information, materials, products, or services. If you access a third party website from the Service, you do so at your own risk, and you understand that this Agreement and GeoTel's Privacy Policy do not apply to your use of such sites. You expressly relieve GeoTel from any and all liability arising from your use of any third-party website, service, or content.

6. Indemnity

You agree to defend, indemnify and hold harmless GeoTel and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (excluding attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your account; or (vi) any other party's access and use of the Service with your unique username, password or other appropriate security code.

7. Warranty

GEOTEL DOES NOT GUARANTEE ANY RESULTS FROM USING THE SERVICE. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND (EXCEPT FOR WARRANTY OF NON-INFRINGEMENT), WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GEOTEL OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, GEOTEL, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS COMPLETELY ACCURATE, OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS NOT KNOWN TO GEOTEL; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

GEOTEL DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A USER OR THIRD PARTY THROUGH THE GEOTEL SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND GEOTEL WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND USER OR THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY, ITS RESPECTIVE DIRECTORS OR EMPLOYEES BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL GEOTEL BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM



HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN, UNLESS PERFORMED BY GEOTEL, ITS AGENTS, DIRECTORS OR EMPLOYEES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEOTEL ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE (EXCEPT AS SET FORTH IN SUBSECTION 2(A) ABOVE); (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OR THIRD PARTY. IN NO EVENT SHALL GEOTEL, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO GEOTEL HEREUNDER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF GEOTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Service is controlled and operated from its facilities in the United States. GeoTel makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

9. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by either party without the other party's prior written consent.

10. General

A. Governing Law

This Agreement shall be governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any claim or dispute between you and GeoTel that arises in whole or in part under this Agreement shall be decided exclusively by a federal or New York State court located in New York County, New York.

B. [INTENTIONALLY OMITTED.]

C. Notification Procedures



GeoTel may provide notifications, except where such notifications are required by law or required by this Agreement (which, in both cases, shall be made pursuant to the second paragraph of this Subsection 10(C)), to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by GeoTel in our sole discretion. GeoTel reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. GeoTel is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add sales@geo-tel.com to your email address book to help ensure you receive email notifications from us.

Notwithstanding anything to the contrary in this Agreement, any notices required to be made by law or by this Agreement shall be made only by one of the following: by hand, by registered or certified mail (RRR), or by Federal Express, UPS, U.S.P.S. Express Mail or other reliable overnight mail service that provides a receipt to the sender. Receipt of a notice by the party to whom the notice is transmitted will be considered to have occurred upon receipt if hand-delivered; five (5) business days from the date of mailing if mailed; or the next business day after transmittal overnight by Federal Express, UPS, U.S.P.S. Express Mail or other reliable overnight delivery service that provides a receipt to the sender. All such notices shall be delivered to the respective addresses below, or to any other address as a party may notify the other party in writing from time to time:

If to the City of New York:

Patrick Bryant

Senior Policy Analyst

NYC Department of Information Technology and Telecommunications

255 Greenwich Street, 9th Floor

New York, NY 10007

with a copy to:

David Berman

Intellectual Property and Contracts Counsel

NYC Department of Information Technology and Telecommunications

255 Greenwich Street, 9th Floor

New York, NY 10007

If to GeoTel:

Dave Drazen

CEO & MGR Member

1540 International Parkway

Suite 2000

Lake Mary, FL 32746



D. Entire Agreement/Severability

This GeoTel Terms of Use Agreement, together with the GeoTel Order Form, the GeoTel License Terms, the City of New York Purchase Agreement, and Appendices A-C (see Section 11 below) constitute the entire agreement between you and GeoTel concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

E. No Waiver

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and either party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

F. Term and Agreement

This Agreement shall continue in effect for an initial term of one (1) year commencing on the effective date and may be renewed for successive one (1) year terms upon written agreement by the parties. Upon renewal, each annual payment shall be due on the anniversary date of this agreement. If Licensee choose not to renew this annual license for Services listed in this agreement and advises GeoTel in writing not less than ninety (90) days before expiration of the then-current term, The Agreement and Services will be terminated. After the term (or last renewal, if applicable), Licensee must destroy and have no record of the data in the TeleTracker Service in any media form or storage media form, to include but not limited to paper drawings or printouts, on any computer server, electronic storage device, any mobile storage device or anything that could house any record of licensed materials.

G. Indemnification by GeoTel

GeoTel will, at a cost of and up to the amount of \$ 1,000,000.00 USD, assume the defense of any suit brought against Licensee for infringement of any patent, trademark, copyright or other intellectual or intangible property right or for wrongful use of proprietary information of any third party insofar as such suit is based on a claim that the infringement or wrongful use is attributable to the proper use by Licensee of the Licensed Materials in accordance with the terms of this Agreement. In any such suit, GeoTel will indemnify your against any money damages or costs awarded in such suit in respect to such a claim.

The obligations of GeoTel stated in above paragraph, apply only if: (a) Licensee promptly informs GeoTel in writing of any claim within the scope of the above paragraph; (b) GeoTel is given exclusive control of the defense of such claim and all negotiations except settlement; (c) Licensee assists GeoTel at GeoTel's cost and expense upon request in order to conduct or resolve such suit whether by settlement or judicial decree.

H. Dispute Resolution

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

I. [INTENTIONALLY OMITTED.]



J. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, or insurrections.

K. Additional Legal Notices

The export and re-export of GeoTel software and data products are controlled by the United States Export Administration Regulations and such data or software may not be exported or re-exported to China, Cuba, Iran, Iraq, Libya, North Korea, Sudan, or Syria or any country to which the United States embargoes goods. In addition, GeoTel software or data may not be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals or the U.S. Terrorist watch list, or any nation with which the U.S is engaged in active warfare. The U.S. Patriot Act applies accordingly.

By using the Licensed Materials in accordance with the provisions of this Agreement, Licensee is certifying that it will not use the Licensed Materials for subversive or illegal activities whether foreign or domestic. GeoTel Communications, LLC reserves the right and will notify the proper local, State and or federal authorities, if in its sole discretion believes or has reason to believe or even suspects any of GeoTel's licensed data is being misused in any manner or being used for subversive or illegal activities whether foreign or domestic and licensee holds harmless GeoTel Communications, LLC for reporting such information. Further it is agreed that licensee will be subject to due diligence and GeoTel Communications, LLC reserves the sole right not to license its data to any individual or company. Under no circumstances will GeoTel Communications, LLC license in whole or in part any of its data sets to any non-United States business AND all business must be headquartered in the United States of America. GeoTel Communications, LLC under no circumstances will license its data in whole or part to any individual not permanently residing in the United States and must be a United States citizen. All rights reserved.

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Suite 2000
Lake Mary, FL 32746
www.geo-tel.com

L. Fee Schedule

Annual cost: see Order Form
Geography Licensed: NYC, Core Base Statistical Area

11. HUD Funding

The parties acknowledge that this Agreement is funded by a Community Development Block Grant from the U.S. Department of Housing and Urban Development ("HUD"). As such, the parties shall comply with the following:

- i. Appendix A (HUD Federal Labor Standards Provisions form HUD-4010), which is annexed hereto and hereby made a part of this Agreement;
- ii. Appendix B (regarding the Housing and Community Development Act of 1974), which is annexed hereto and hereby made a part of this Agreement; and
- iii. Appendix C (Hurricane Sandy CDBG-DR), which is annexed hereto and hereby made a part of this Agreement.



12. Priority

In the event of an inconsistency between the terms of any portions of this Agreement, such inconsistency shall be resolved using the following hierarchy:

- i. Appendix A;
- ii. Appendix B;
- iii. Appendix C;
- iv., the City of New York Purchase Agreement, and Appendices A-C (see Section 11 below)
- v. this first part of the Agreement (GeoTel Terms of Use Agreement);
- vi. the GeoTel Order Form; and, finally
- vii. GeoTel License Terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date; *provided, however*, that this Agreement shall not become effective as to either party until executed on behalf of both parties and registered by the Comptroller of the City of New York.

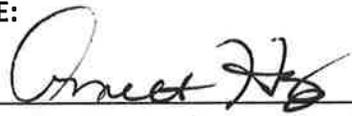
LICENSOR:

BY:  July, 10, 2014

Signature of Authorized Signatory of Publisher

Print Name: David L. Drazen
Title: Managing Member, Chief Executive Officer
Address: 1540 International Parkway, Suite 2000, Lake Mary, FL 32746
Telephone No.: 800.277.2172
E-mail: davedrazen@geo-tel.com

LICENSEE:

BY:  8/8, 2014

Signature of Authorized Signatory of Licensee

Print Name:
Title:
Address:
Telephone No:
E-mail: