

## TERMS OF SERVICE

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**Contact Information – Billing and Subscription Services** The Company provides customer service for billing and subscription questions by:

Email: [customerservice@urbics.com](mailto:customerservice@urbics.com)

Telephone: (415) 781-2800

Mail: Urban Analytics, 5214F Diamond Heights Blvd #423, San Francisco, CA 94131

**Contact Information – Technical Support** The Company provides technical assistance for the Service via email at [support@urbics.com](mailto:support@urbics.com).

**Security.** You agree to keep your user ID and password for your use, and agree not to disclose them to anyone. Sharing of your user ID and password is strictly prohibited by this agreement and could result in termination of your subscription and subject you to further legal action. You agree not to use any information obtained through the Service for any unauthorized or unlawful purpose.

You agree that you will not attempt to circumvent any user authentication requested by the Site, that you will not attempt to access portions of the Site that are not available to you under the terms of your Subscription Plan, and that you will not use an account that you are not authorized to use to access the Service.

**Limited Warranty.** THE REPORTS AND INFORMATION PROVIDED BY THE SERVICE ARE COMPILED FROM SOURCES DEEMED TO BE RELIABLE BUT ARE NOT GUARANTEED. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, RELIABILITY, OR CONTENT OF ANY INFORMATION OR MATERIAL PROVIDED BY OR THROUGH THE SERVICE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, CURRENCY, CORRECTNESS, OR VALIDITY OF ANY INFORMATION OR MATERIAL PROVIDED BY OR THROUGH THE SERVICE RESTS WITH THE SUBSCRIBER.

The Company does not warrant that the functions of the Service will meet the Subscriber's requirements or that the operation of the Service will be uninterrupted or error free.

The Company shall not be liable for any loss or injury arising out of or caused, in whole or in part, by any negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering information contained in the Service.

**Limitations on Liability and Remedies.** THE COMPANY IS NOT AND SHALL NOT BE LIABLE FOR ANY CLAIM, INJURY, OR DAMAGE ARISING FROM THE USE OR INABILITY TO USE THE SERVICE. THIS DISCLAIMER OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OR DELIVERY, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, PROGRAMS OR FILES, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

In no event shall the Company be liable for any indirect, special, incidental, punitive, or consequential damages, including lost profits, arising out of the use or performance of the Service, even if the Company has been advised of the possibility of such damages.

In the event that any of the limitations on liability or remedies contained herein shall be adjudged invalid by a court of competent jurisdiction, in no event shall the Company's damages under any legal theory exceed the total fees paid by Subscriber under the license granted herein during the twelve months immediately preceding the date on which the cause of action arose.

**Termination** The Company may terminate the right of any Subscriber to access the Service at any time, with or without cause, in the Company's absolute discretion and without notice.

**Cancellation** The Subscriber acknowledges that cancellation of a Subscription prior to the end of the subscription term will not entitle the Subscriber to any refund for the unused portion of the Subscription.

**General.** Failure by the Company to enforce any provision(s) of this Agreement shall not be construed as a waiver of any provision or right.

This Agreement, and all other aspects of a Subscriber's use of the Service, shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws rules. Both You and the Company agree to use all available means to resolve any dispute arising under this Agreement through non-litigious means. However, all claims and disputes arising out of this Agreement or your use of the Service that cannot be otherwise resolved shall be submitted to and resolved by binding arbitration, pursuant to the Rules and Regulations, and under the auspices of the American Arbitration Association. Any arbitration proceeding shall take place in the San Francisco, California. No demand for arbitration or action of any kind or nature arising out of this Agreement, or out of any use of the Service by a Subscriber, shall be brought by either the Company or any Subscriber more than one year after the date on which the cause of action first arises. Judgment upon the award rendered by the arbitrator may be entered in, and enforced by, and each party to this Agreement submits to the exclusive jurisdiction of, the state and federal courts sitting in San Francisco, California, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any arbitration proceeding or action to enforce the arbitrator's award, the prevailing party will be entitled to costs and attorneys' fees.

This Agreement constitutes the entire agreement between you and the Company with respect to the Service and supersedes all prior agreements or understandings between you and the Company with respect thereto.