



Program Subscription Service Agreement

_____ (“Subscriber”) in connection with **Dynamic Government Performance Measurement** (“program”) operated by CityTech USA (“Provider”) enters into this agreement (“Agreement”) as of the date of the signature below.

DEFINITIONS

- A. “Program” means all user level features offered by Dynamic Government Performance Measurement
- B. “User” means a particular government agency represented by an individual who has access to the “program” by virtue of an account
- C. “Provider” means *CityTech USA* that provides the online program as the service

AGREEMENT

On the terms and conditions set forth in this agreement, Provider agrees to offer one (1) user account to users. Such an account will allow users to have full access to the program.

PAYMENT TERMS

Fee Schedule (Annual): Base Module: \$100 (required); Police Module: \$100; Fire Module: \$100; Development/Code/Planning Module: \$100; PWs: \$100
User Total: \$ _____ (Base Module X + Police ___ + Fire ___ + DCP ___ + PWs ___)

Subscriber shall pay an annual subscription fee upon execution of this agreement for one year of service. Payment should be made to: **CityTech USA Inc., 7228 O’Neill Road, Downers Grove, IL 60516**

RENEWAL

Subscriber agrees to accept annual automatic renewal of subscription of the service, unless notice of non-renewal is submitted to Provider 30 days prior to its renewal date. Provider shall bill Subscriber for its renewal. Provider reserves the right to increase the subscription fee upon 30 days notice to renewal.

SERVICE & CONTENTS

Provider provides the service to its clients and makes no claims on the ownership or validity of the data in the program. Provider has no authority of making the data available to any non-member organization or persons who may belong to a member organization. Subscriber is sole owner of its data within the program. Subscriber shall maintain the confidentiality of the comparative data and shall not make it available in a public manner that attributes specific data to other subscribers. Subscriber may not resell or share the comparative data with any other municipality, organization, or person.

WARRANT DISCLAIMER

PROVIDER DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF USABILITY AND FITNESS FOR PARTICULAR PURPOSE.

TERMINATION & CANCELLATION

Provider reserves the right to cancel Subscriber at any time upon a 30-day written notice. In the event of cancellation by Provider, Subscriber shall be entitled to a refund pro-rated from the date of cancellation through the renewal date. Subscriber is under no obligation to maintain the service, but is required to submit notice of cancellation in writing. In the event of cancellation by Subscriber, Subscriber is not entitled to any refund of the subscription fee.

GENERAL PROVISIONS

Governing law. This agreement shall be constructed and enforced in accordance with the laws of the State of Illinois

ENTIRE AGREEMENT

The terms set forth in this document constitute the entire Agreement between the parties. The terms of the Agreement shall commence upon signing.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of _____ by their respective, duly authorized representative.

Agency Name:

CITYTECH USA, INC.

By: _____

By: _____

Name: (print) _____

Name: (print) Liangfu Wu

Title: (Print) _____

Title: (print) PRESIDENT/CEO