

Maintenance Terms and Conditions

Termination

Either party, upon thirty (30) days written notice to the other party, may terminate an Agreement (i.e. Work Order, Purchase Order, Contract) for violation of the terms of said Agreement and failure to cure any deficiency within a reasonable time after notice thereof. In the event of termination for just cause by the Customer, GeoComm shall refund all amounts received to that point. In the event of termination for just cause by GeoComm, the Customer shall forfeit any funds paid. If statutory funding is cancelled, the Customer may terminate agreement and shall only be liable for services provided prior to termination.

Relationship of Parties

The parties understand that GeoComm is an independent contractor and not an employee of the Customer. GeoComm's employees and agents, if any, who perform services for the Customer shall also be bound by the provisions of said agreement.

Indemnification

GeoComm agrees to indemnify and hold the Customer harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Customer that result from the acts or omissions of GeoComm and/or its employees or agents.

Insurance

GeoComm shall obtain comprehensive general liability and workers compensation insurance for both personal injury and property damage with limits no less than those required under Customer State law. Minimum limits for GeoComm liability insurance shall be in the amount of \$2,000,000 for any number of claims arising out a single occurrence under a single limit or combined limit or excess umbrella general liability insurance policy.

Data Confidentiality

GeoComm agrees to review, examine, inspect or obtain Customer data only for the purposes described in this agreement, and to at all times hold such information confidential. The obligation to protect the confidentiality of confidential information disclosed to the other party shall extend for a period of five (5) years following disclosure and shall survive early termination of this Agreement. All data, whether digital or hard-copy, provided to GeoComm by the Customer shall remain the legal property of the Customer, and shall not be distributed, sold or utilized by GeoComm for any purposes other than those defined in this contract, without the express permission of the Customer.

Nondiscrimination

During the performance of Agreement, GeoComm agrees that no person shall, on the grounds of any status protected by law, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

Notices

All notices required or permitted shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed or emailed as follows:

GeoComm's Contract Manager

Shirley Simon

601 West St. Germain Street, St. Cloud, MN 56301

Phone: (320) 281-2168

E-mail: ssimon@geo-comm.com

GeoComm's Controller

Heather Hoskins

601 West St. Germain Street, St. Cloud, MN 56301

Phone: (320) 281-2385

E-mail: hhoskins@geo-comm.com

Ownership

It is agreed by and between the parties that all products created as a result of this contract will be the sole property of the Customer. With the exception of GeoComm's proprietary software products, all products created and delivered under said Agreement may be used, altered and distributed at the Customer's discretion.

Severability

If any provision of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Laws

If there is any dispute concerning this agreement, the laws of the Customer's state will rule if required by customer's funding or legal policy, otherwise the State of Minnesota laws will apply.