Terms and Conditions

Section 1 – Invoicing Terms
Invoices will be due net 30 days from date of issue.

Following initial term and including any advance renewal orders, pricing is subject to increases at the sole discretion of GeoComm annually as a result in changes in market conditions including the Consumer Price Index and inflation. Written notice of price increase would be provided at least 30 days prior to the start of each contract year

Section 2 – Standards of Work
GeoComm agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to employ the care and skill ordinarily used by members of GeoComm's profession.

Section 3 – Changes in the Work
The Customer may, at any time by written order, make changes within the general scope of the work including but not limited to, revisions of, additions to, or subtractions from, or portions of the work. If any change order causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an Amendment/Addendum will be done and signed by both parties.

Section 4 – Excusable Delays
Neither GeoComm nor the Customer shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties.

Section 5 – Disclaimer of Warranties and Limitation of Liability
To the fullest extent permitted by applicable law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of GeoComm and GeoComm's officers, directors, partners, employees and consultants, and any of them, to the Customer and anyone claiming by or through the Customer, for any and all claims, losses, costs or damages, including attorneys' fees and costs of any nature whatsoever or expenses resulting from or in any way related to this Agreement, including the solutions and services delivered by GeoComm hereunder or the use thereof by Customer, shall not exceed the total compensation received by GeoComm in fees under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by applicable law.

Except as specifically represented herein, the goods and services provided by GeoComm pursuant to this agreement are **"AS" IS" AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY, AND GEOCOMM SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. GEOCOMM DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN CONTENT; ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM NEGLIGENCE.**

Section 6 – Disclaimer of Patent License
Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppels or otherwise, any license under any patents or patent applications of GeoComm. Except, the Customer shall have the normal non-exclusive royalty-free license to use that is implied or otherwise arises by operation of law in the sale of a software license.

Section 7 – Software User Terms of Use
"GeoComm Software Authorized Users Terms of Use" found at www.geocomm.com/legal applies to this Agreement.

Section 8 – Termination
Either party, upon thirty (30) days written notice to the other party, may terminate an Agreement for violation of the terms 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.

Section 9 – Relationship of Parties
The parties understand that GeoComm is an independent contractor and not an employee of the Customer. The Customer will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit for the benefit of GeoComm as a function of this agreement.

Section 10 – Insurance
GeoComm has 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.

GeoComm waives any rights to recover damages from the Customer for any injuries that GeoComm and/or its employees may sustain while performing services under this agreement that are in any way a result of the negligence of GeoComm or its employees or agents

Section 11 – 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 seven (7) years following disclosure and shall survive early termination of this Agreement. All data, whether digital or hardcopy, 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 Agreement, without the express permission of the Customer.

Section 12 – Records Retention and Availability
GeoComm agrees that the Customer, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of GeoComm and involve transactions relating to this Agreement. GeoComm agrees to maintain these records for a period of seven (7) years from the date of termination of this Agreement.

Section 13 – Notices
All notices under this agreement shall be mailed to the physical address listed below.

Brian Jacobson, Chief Financial Officer
1100 West St. Germain Street, Suite 300
St. Cloud, MN 56301
Phone: (320) 240-0040
E-mail: bjacobson@geocomm.com

Section 14 – Entire Agreement
This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

Section 15 – Severability
If any provision of this 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.

Section 16 – Laws to be Observed
GeoComm will, at its expense, obtain all permits and licenses, pay all fees, and comply with all federal, state and local laws, ordinances, rules, regulations and orders applicable to GeoComm's personnel and performance of this Agreement. GeoComm has an Affirmative Action Plan in place to ensure nondiscrimination and fair hiring practices.

Section 17 - Applicable Law
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.

Section 18- Subcontractors
GeoComm reserves the right to engage subcontractors for the fulfillment of services outlined in this agreement, provided the subcontractors meet the standards and qualifications agreed upon by both parties. GeoComm shall remain fully responsible for the performance and deliverables of any subcontractors engaged under this agreement.