Rush GIS 70GIS04 Wudtha (6)

Contract # 0605 RCIN

SUPPORT AND SOFTWARE MAINTENANCE AGREEMENT

This SUPPORT AND SOFTWARE MAINTENANCE AGREEMENT is made effective **June 1, 2006** through **May 31, 2007** by and between **Rush County**, organized under the laws of the **State of Indiana** and **GeoComm Inc.**, a Minnesota corporation with its principal offices at 601 West St. Germain Street, St. Cloud, MN 56301.

In this agreement, the party who is contracting to receive the services shall be referred to as "Customer", the party who will be providing the services shall be referred to as "GeoComm", and the software products for which services are provided on shall be referred to as "Software".

The Customer desires to have services provided by GeoComm. Therefore, the parties agree as follows:

1. **Hotline Support**. Support shall consist of technical or operator assistance by skilled personnel provided by GeoComm in an advisory capacity via telephone, fax, or email, relating to the operation of the Software, as defined in Exhibit A, or enhancements thereto. This service shall also consist of remote access capabilities to dial in to Software for trouble shooting and map updates (requires Customer provided modem and appropriate version of PC Anywhere). This agreement does not cover calls related to issues with other vendors. The Support Services provided hereunder are available for calls concerning the Software that are made during regular business hours, which are 8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday, holidays excluded. For times outside of normal business hours, the Customer may receive telephone hotline support under this Agreement only for emergency calls requiring immediate attention that cannot be addressed during regular business hours. If the Customer calls the hotline outside regular business hours with non-emergency matters that could be addressed during regular business hours, the Customer agrees to pay for such calls at the rate of $95 per hour (minimum 1 hour), which fees shall be payable in addition to the annual fee described in paragraph 3 below, and which shall be payable within 30 days of receiving an invoice.

2. **Emergency Calls.** GeoComm defines emergency calls as one or more of the following:
   a. System alarms where Software does not process calls, or;
   b. System locks up repeatedly without ability to recover.

3. **Software Maintenance.** GeoComm shall distribute Software updates to Customer, which GeoComm may develop during the term of this Agreement. Customer is obligated to install these updates as quickly as possible upon receiving them from GeoComm.

4. **Support and Maintenance Fees**. From the date hereof and continuing one year thereafter, GeoComm shall provide the services described herein to Customer for an annual fee of **$3,750.00** which fee shall be payable upon agreement signing. At least thirty days prior to each anniversary date, GeoComm shall notify Customer of the annual maintenance fee to be charged by GeoComm for the next succeeding year.

5. **Additional Services.** At the request of Customer, GeoComm may also provide on-site technical, operational, or other assistance to Customer in addition to the services described herein above, which on-site services shall be at GeoComm's standard hourly rates then in effect. GeoComm shall have no responsibility for the provision of, or payment for, on-site services provided to the Customer by a third party unless such is specifically agreed to in advance by GeoComm and the Customer. Telephone support of hardware issues is not covered by this Agreement, nor is support of customized programming included.

6. **Exclusions.** GeoComm's Support and Software Maintenance obligations hereunder shall not extend to, and expressly exclude, any malfunction, damage, or other matter arising out of or resulting from (a) the operation, malfunction, or interface with any system, equipment, or network provided or installed by any entity other than GeoComm; (b) misuse or abuse of the software and systems by operators thereof or by any other third parties not under the control or employ of GeoComm; (c) consumable supplies; (d) Acts of God, including, without limitation; lightening strikes and severe weather; or (e) the reinstallation, tampering, or other modifications of the software and systems installed by GeoComm by operators of or by any other third parties not under the control or employ of GeoComm.

For Rush County

By: Marvin L Cole Date: 9-5-06
Signature/Title

For GeoComm

By: Janet Grones Date: 8-7-06
Janet Grones/Treasurer

Exhibit A – Identification of Software Covered By Agreement

Software Description	Number of Licenses	Price
GeoLynx Dispatch Mapping Software	2	$2,500.00
GeoPoint Address Maintenance Software	1	$1,250.00