

MAINTENANCE SERVICES AGREEMENT

THIS MAINTENANCE SERVICES AGREEMENT (this "Agreement") is made as of _____, 201____ ("Effective Date"), by and between 3M COMPANY, acting through the Automated License Plate Reader "(ALPR)" Business of its Traffic Safety & Security Division ("3M") and _____, a _____ ("Customer"). 3M and Customer are collectively referred to as "Parties" and individually as a "Party."

1. PRODUCTS & SERVICES

1.1 This Agreement describes the terms under which 3M will provide to Customer those maintenance services described in Exhibit A (collectively, the "Services") and the ALPR equipment and software described in Exhibit B (the "Products"), which have been or will be installed at the Customer site(s), also provided in Exhibit B (the "Customer Site").

2. TERM

This Agreement's term will begin on the Effective Date and expires on its first anniversary, unless sooner terminated as stated in this Section 2 (the "Term"). A Party may terminate this Agreement by notice to the other Party if that other Party has breached any obligation under this Agreement and failed to cure such breach within thirty days after notice of that breach. At the Term's end (regardless of cause), no Party is relieved of any existing and unfulfilled obligation, including, without limitation, payment of any amount due.

3. RESPONSIBILITIES & FEES

3.1 Customer will appoint a Customer employee to act as 3M's primary contact for Services ("Customer Contact") who will be trained, qualified, available and authorized to: (a) communicate all necessary information and initiate all Service requests to 3M, whether to be provided via 3M's phone support or a Technician; and (b) under 3M's verbal direction, perform Product diagnostic testing and install Software releases.

3.2 Customer will ensure that 3M has timely access to appropriate Customer personnel to perform all Services and that all Customer personnel with access to any 3M Product is adequately qualified and suitably trained to ensure his/her safety and to safeguard that Product. Customer will respond promptly to any 3M request for information, authorization or other decision reasonably necessary for 3M to perform Services. When a Technician is performing Services at a Customer Site, Customer will provide that Technician with: (a) suitable and safe access to Customer's facilities and systems; and (b) suitable space and associated resources, including any necessary computing and office support resources such as a sheltered, lighted and climate controlled environment with 120 volt power.

3.3 3M will perform the Services in exchange for the Maintenance Fee and reimbursement of Travel Expenses (all collectively referred to as "Fees"). Payment terms for Services are net thirty (30) days from the date of 3M's invoice, payable in United States dollars. Customer shall be billed yearly in advance for Services to be performed. Fees do not include any taxes that may be due, which are Customer's responsibility.

3.4 Upon 3M's failure to receive payment within thirty (30) days, in addition to any other remedies which 3M may have, it shall have the right to (i) repossess Goods and Software as to which full payment has not been received (ii) suspend further performance under this and/or other agreements with Customer, and (iii) terminate this agreement and/or other agreements with Customer, which other agreements 3M and Customer hereby amend accordingly. Customer shall be liable for all expenses, including attorney's fees, relating to the collection of past due amounts. On all currency-based transactions, interest of one and one-half percent (1-1/2%) per month, eighteen percent (18%) annually or, if lower, the maximum rate permitted by law, from the date on which it is due until it is paid, shall be added to past due accounts. Should Customer's financial responsibility become unsatisfactory to 3M, cash payments or security satisfactory to 3M may be required by 3M for future performance of Services. If such cash payment or security is not provided, in addition to 3M's other rights and remedies, 3M may discontinue performance

of Services including suspending any Software license without liability. Customer shall be responsible for payment upon receipt of an invoice, and 3M shall not be responsible for sending Customer more than one invoice.

4. LIMITED SERVICE WARRANTY & REMEDY

4.1 3M warrants to Customer for ninety (90) days from the date on which 3M performs a Service ("Service Warranty Period") that the Service will be performed in a workmanlike manner. Customer will promptly review a Service and is deemed to have accepted that Service, unless that Service fails to conform to the 3M Warranty and is rejected by Customer within the Warranty Period. 3M further warrants that 3M parts or components provided under this Agreement will be free from substantial defects in material and workmanship under normal use and service, wear and tear excepted, for one (1) year ("Parts Warranty Period") from the original date of purchase. The Service warranty and the Parts warranty are collectively referred to as the 3M Warranty.

4.2 The 3M WARRANTY DOES NOT APPLY TO THE EXTENT THE PRODUCT TO WHICH THE SERVICE RELATES IS: (a) provided for beta, evaluation, testing or demonstration purposes; (b) has been modified, altered, repaired, or serviced by anyone except 3M; (c) has not been stored, applied, installed, operated, repaired, or maintained in accordance with all recommendations, instructions supplied by 3M in its product and service literature, technical documents, websites, and other information; (d) damaged through contact with a person or thing, misuse, accident, vandalism, neglect, or other action by anyone other than 3M; (e) affected by environmental conditions, such as power fluctuations, improper power supply, or activity by animals or insects; or (f) any malfunction resulting from a Product's use with any software, firmware, equipment, accessory, or other product not made by 3M.

4.3 If 3M determines that the Service did not conform to the 3M Warranty during the respective Warranty Period, then, as CUSTOMER'S EXCLUSIVE REMEDY, 3M will, at its option: (i) re-perform that Service at 3M's expense; or (ii) refund any applicable Fee. If 3M makes any other determination, then any 3M resulting fees and/or costs will be paid, or reimbursed, by Customer.

4.4 For Customer's convenience, 3M may provide specifications, bulletins, engineering or technical information, recommendations, installation and operation instructions, and other information or materials relating to Products and Services ("Other Information"), but the Parties acknowledge that 3M makes only the 3M Warranty and does not warranty any Other Information. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE 3M WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, RIGHTS, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING IF A SERVICE FITS ITS PARTICULAR PURPOSE AND IS SUITABLE FOR ITS NEEDS.

5. CONFIDENTIALITY

The Parties agree that this Agreement's terms are their mutual confidential information and may not be disclosed to a third party during the Term and for three year(s) thereafter, without the other Party's consent, except 3M may disclose to its subcontractors such information as is necessary for performance of 3M's obligations. This Section 5 does not apply to information that was: (a) in the public domain; (b) already in the receiving Party's possession; (c) disclosed to the receiving Party by a third party; or (d) independently developed by the receiving Party. Except as stated in this Section 5, the Parties do not intend to convey any of their confidential information to each other.

6. DISPUTE RESOLUTION

6.1 This Agreement will be construed and enforced according to the laws of the State of Minnesota, without regard to its conflicts of law rules. Any litigation regarding a Service or this Agreement will be brought only in the state or federal court located in Ramsey County, Minnesota, and the Parties consent to the personal jurisdiction of such courts. No provision of this Section 6 will preclude either Party seeking injunctive relief to prevent immediate or irreparable harm to it, but the dispute resolution process stated in Subsection 6.2 will otherwise be fully exhausted before the commencement of any litigation.

EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIMS OR DISPUTES ARISING OUT OF, OR RELATED TO, A PRODUCT ON WHICH 3M PERFORMS SERVICES, SERVICE, FEE, AND/OR THIS AGREEMENT. Any lawsuit or other action, regardless of form, relating to a Product, Service, Fee or this Agreement must be commenced within one year after the cause of action occurred.

6.2 Before commencing any litigation regarding a Product on which 3M performs Services, a Service, a Fee, and/or this Agreement, the Parties will enter into non-binding mediation conducted by a mutually selected mediator with experience in the industry. Each Party will pay its own attorneys' fees and the Parties will share equally the other mediation costs. If the mediation does not resolve the Parties' dispute(s) to their mutual satisfaction within four months after a written mediation request is made by a Party, either Party may commence an action, but only as stated in Subsection 6.1. All the Parties' negotiations pursuant to this Section 6 are confidential and will be treated as settlement negotiations for all purposes.

7. GENERAL PROVISIONS

7.1 The Parties are not partners, and their relationship will be one of seller and buyer of services. A Party has no right or authority to obligate, or to otherwise act as agent for, the other Party for any purpose. Customer will not assign any of its rights or obligations under this Agreement (an "Assignment") without 3M's prior written approval or such Assignment will be a default under this Agreement. An Assignment will include any transfer of at least 50% of Customer's assets or ownership. No Assignment will relieve Customer of any accrued obligation under this Agreement.

7.2 A Party will not be responsible for the delay in its performance of any obligation under this Agreement, except failure to pay any amount due, caused by acts of God, legal restrictions, inability to obtain Service Parts, or any other condition beyond its reasonable. If any of this Agreement's terms is, for any reason, held to be invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, then this Agreement will be deemed severable and the remainder of this Agreement will be enforceable, provided that a Party's rights are not substantially impaired.

7.3 All notices required or permitted under this Agreement will be given in writing and delivered personally, including via any nationally recognized overnight delivery service, to: (a) 3M at: 3M Center, Building 225-4N-14, Saint Paul, MN 55144-1000, Attention: _____; and (b) Customer at: _____, _____, _____, Attention: _____. Either Party's address change will be promptly communicated in writing to the other Party.

7.4 This Agreement (including any Exhibits) constitutes the Parties' entire agreement relating to its subject matter and supersedes all of their prior agreements and understandings, whether written or oral. No Party has relied on any warranty or other statement not in this Agreement. This Agreement may only be modified by a written document signed by the Parties. A Party's delay(s) and/or failure(s) to require strict performance under this Agreement will not waive its right subsequently to require such strict performance. This Agreement was negotiated between the Parties, each of whom had the opportunity to consult with legal counsel. All obligations related to warranty, remedy, indemnification, limitation of liability, dispute resolution and other covenants will survive the Term's end (regardless of cause) to the full extent necessary to protect the Party in whose favor they run.

7.5 EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND FOR ITS CONFIDENTIALITY OBLIGATIONS IN SECTION 5, 3M WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR DIRECT (other than the Limited Remedy), SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS), OR PUNITIVE DAMAGES IN ANY WAY RELATED TO A PRODUCT ON WHICH 3M PERFORMS SERVICES, THE SERVICES, FEES, THIS AGREEMENT, OR THIS AGREEMENT'S TERMINATION, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH SUCH DAMAGES ARE SOUGHT. 3M'S LIABILITY FOR ALL DIRECT DAMAGES SHALL NOT EXCEED THE VALUE OF AMOUNTS PAID UNDER THIS AGREEMENT.

AGREED AND ACCEPTED:

3M COMPANY

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A TO MAINTENANCE SERVICES AGREEMENT

SERVICES AND PRICING

Maintenance Fee:

1.1 The Maintenance Fee is \$_____/yearly, paid in accordance with the terms of Section 3.3.

Scope of Services:

1.2 During the Term (as defined in Section 2), 3M will perform the following Services related to Products:

1.2.1 In exchange for the Maintenance Fee, 3M will provide for all Products:

(A) Telephone technical support on 3M's technical support business days from 7 a.m. until 6 p.m. (Central Time); and

(B) For any Product maintenance to be performed at the applicable Customer Site, all 3M technician ("Technician") labor time and any service parts needed to perform the Service ("Service Parts"), but Customer will reimburse 3M for the Technician's Travel Expenses as defined below.

1.2.2 For any Product that is software for which Customer has a current, valid 3M license agreement ("Software"), 3M will also provide any Software bug fix or planned version release at no additional charge as long as Customer installs such fix. If a Technician is required to travel to the Customer Site to provide that Software update or release, then Customer will pay the Travel Expenses.

1.2.3 Any additional services must be requested by the Customer in writing and will be subject to this Agreement's terms and charged at 3M's then-current hourly rates.

1.3 The following items are out of scope:

- a. Equipment or software requiring repair due to the negligence, misuse or vandalism by Customer or another third party not under 3M's control;
- b. Training;
- c. Repair or maintenance due to use of non-manufacturer approved suppliers or connections; and
- d. Consumables.
- e. Adjustments to the Optical Character Recognition (OCR) Engine utilized in Customer's ALPR system(s).

1.4 Certain Services require Customer to have a high speed Internet connection and Customer acknowledges that it is Customer's sole responsibility for obtaining and maintaining such Internet access prior to arrival of 3M's Technician.

1.5 Travel Expenses:

Meals, transportation, lodging, and miscellaneous expenses are considered "Travel Expenses" and are billed at actual cost plus a ten percent (10%) administrative fee. The cost of shipping supplies required for Services are likewise charged at cost plus ten percent (10%). Payment of all Travel Expenses is in accordance with the payment terms defined in Section 3.3.

EXHIBIT B TO MAINTENANCE SERVICES AGREEMENT

PRODUCTS AND CUSTOMER SITES

ALPR Equipment and Software	Equipment and Software Identifications	Customer Site - Address