

# Software Maintenance Agreement

No. PW423003 40

## City of Rapid City Landfill

PROPOSAL SUBMITTED TO <b>City of Rapid City Landfill</b>	DATE <b>December 5, 2003</b>	
ADDRESS <b>300 Sixth Street</b>	PHONE <b>605-394-4197</b>	FAX <b>605-394-6843</b>
THE CITY, STATE AND ZIP CODE <b>Rapid City, SD 57701</b>	CONTACT PERSON <b>Jerry Wright</b>	

We hereby submit specifications and estimates for:  
**Advanced Weighing Systems, Inc. (AWS)** proposes to furnish the City of Rapid City Landfill with the following maintenance support plan from January 1, 2004 to December 31, 2004:

### Software Support Plan:

This agreement ensures City of Rapid City Landfill users will receive priority service when it is needed most. AWS will provide users with *unlimited* telephone support for two TransAct software licenses. Remote dial-up access using pcAnywhere is included. In addition, AWS will provide *free* software updates made to your current software release during the course of the maintenance contract. This agreement also includes the AWS maintenance storage program. AWS will contact City of Rapid City Landfill to collect a copy of your database files. These files will be used for emergency disaster recovery and will aid AWS staff when assisting with support calls.

The following services are offered at a 20 % discounted rate with the Software Support Plan:

- On-site support and services
- Software Upgrades
- Modified and Customized Reports

*This contract does not cover the cost of on-site services provided by AWS or other third party providers. Any incident not related to AWS products is subject to additional billing. This includes deviations from AWS standard procedures and software failures not related to our products. Our support staff will work with your users to isolate the problem and direct you to the appropriate third party. AWS is not responsible for third party charges. Annual adjustments may be made based on the previous year's usage.*

We Propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

**One Thousand Four Hundred and 00/100**

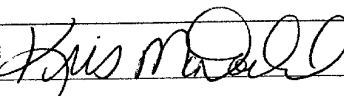
Dollars ( \$1,400.00 ).

Payment to be made as follows:

**Net 30 days– (Invoices will be sent out the first week of January 2004)**

All material is guaranteed to be as specified. All work is to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



**ADVANCED WEIGHING SYSTEMS, INC.**

SOFTWARE, SYSTEMS & SUPPORT

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Chippewa Falls, WI 54729

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