



THE DEALERSHIP TRACKER

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

1) Maintenance and Software Support

- A) *The Street Tracker* (The Program) enhancements and program updates as available.
- B) Use of Supreme Software's hot-line for problem correction with the Program. Hours are M-F / 8:00am – 5:00pm MST.

2) Terms of Agreement

This Agreement will be for a term of three (3) years beginning on the date of acceptance by Supreme Software of the agreement. This Agreement will automatically be renewed upon expiration.

3) Rates

- A) The maintenance charge is outlined on the face of this Agreement. Supreme Software reserves the right to make changes to the maintenance charge on sixty days' notice to the customer.
- B) Supreme Software waives its rights to increase charges during the term of the Agreement.

4) Service Charge or Additional Charges

- A) The maintenance charge does not include, and the customer will be billed for service calls arising from:
 - 1) Abuse or mishandling of the software including damage or malfunction caused by forces external to the software, including, but not limited to: fire, flood, or acts of God, environmental conditions such as temperature, humidity, power fluctuations or failure, and static electricity, or any cause other than ordinary use.
- B) On-site support costs and mileage will be based on the current rates at the time of service.
- C) If shipping and handling is required, the amount will be invoiced to the dealership and due at time of receipt of invoice.

5) Payment

- A) There are two payment options, 3 yearly payments or 1 full payment as indicated below. If choosing the Yearly payment option, payments must be made by the 2nd week of each year or this agreement will be terminated. *If payment has not been received by said date, this contract will be terminated, Dealership will no longer receive support or Program upgrades.* Dealership may renew terminated agreement that would equal **all** remaining prior payments **plus** a re-initialization fee of at least \$1000.
- B) All additional charges not covered by the maintenance charges outlined in this Agreement will be invoiced upon completion, and will be due and payable upon receipt of the invoice. If payment is not made within thirty (30) days of receipt of the invoice, this Agreement will be terminated.

6) Default

- A) The use of the Program will be terminated if there is a default in payment for any part of this agreement.
- B) Either party may, on thirty (30) days' written notice, terminate this Agreement if the other party fails to comply with the terms of this Agreement, and such termination shall be the sole remedy of either party in the event of default and Program use will be terminated.

7) Miscellaneous Terms

- A) The customer warrants that he/she is the owner of the software to be covered by the Agreement, or that he/she is the licensee of the software covered by this Agreement, or that he/she is an authorized representative of such owner and license, and that he/she has the authority to enter into this Agreement.
- B) The customer agrees that the software covered under this Agreement may not be moved to another address without the prior written consent of Supreme Software. Customer must also agree and abide to all the terms of the **SOFTWARE LICENSE AND LIMITED WARRANTY STATEMENT** included with the program upon initial sale.

Agreement Effective Dates : 12/1/2002 through 11/30/2005

Dealership Name/Address:

City of Rapid City/Streets Div.

Dave McFarland
300 6th Street
Rapid City, SD 57701

Yearly Maintenance Price: **\$250**

Approved and Accepted by: _____ Date : _____