Komputrol

Komputrol Software Systems
Heartland Business Center
9401 Innovation Dr., Suite 400
P.O. Box 669
Daleville, IN 47334-0669

800.382.5505
317.664.7400 (Ph)
317.664.7402 (Fx)

info@komputrol.com
www.komputrol.com
Division of Boyce Systems
Founded in 1899

RECEIVED
NOV 30 2010
CLERK - TREASURER

November 29, 2010

Dear Komputrol Software User:

The volume of data required to be saved and managed continues to increase every year, as does the cost of recreating those records if a disaster happens to strike; therefore protecting your valuable work has become extremely important. Should a disaster strike your community, knowing that your data is safe and protected, will allow you concentrate on the more important issues. And eliminating the need to keep duplicate paper records is good for the environment.

High

The Indiana State Board of Accounts requires that you have a written Disaster Recovery Plan in place. The Komputrol Disaster Recovery webpage at www.boycesystems.com/komputrol gives you a general outline of how to prepare this written plan and also explains how Komputrol's Disaster Recovery Service can assist with meeting the SBOA requirements and implementing your plan.

Performance

For an annual service fee Komputrol will provide: ***Annual Record Storage, Offsite Storage,*** and ***A Back-Up Support Site.*** These items are fully explained in the body of the enclosed agreement, as well as on the Disaster Recovery webpage. If you wish Komputrol to convert other computerized or manual records to CD-ROM (such as board meeting minutes, contracts, etc.), Komputrol will do so as part of ***Additional Billed Services.*** Price quotations will be provided upon your request.

Information

If you are a current Disaster Recovery Service member we urge you to continue, if not, please consider participating. Protecting the countless hours of work you have performed on your computer system is good business. Komputrol's Disaster Recovery Service can turn these potential catastrophes into temporary obstacles. You won't find better 'insurance' for the safety of your data.

Solutions

I have enclosed two copies of the Disaster Recovery Agreement for your review, as well as, an invoice for your convenience. **Please sign both copies of this agreement and return one copy, along with your payment, to Komputrol by December 31, 2010 to indicate your participation in this service.** If you choose not to take advantage of this offer, we ask that you advise us of your decision in writing so that we can avoid any misunderstandings later.

for

Included in this package are Disaster Recovery forms that will need to accompany all items sent to our office for Disaster Recovery storage. If you participate in this service, please make sure that you make several copies of these forms to keep in your files.

Schools

If you have any questions, please feel free to contact Judith Berry or myself at 1-800-382-5505. Thank you for your continued support of Komputrol.

& Counties

Sincerely,

Michael B. Galliher
President
Komputrol Software Systems

KOMPUTROL DISASTER RECOVERY AGREEMENT

This Agreement is entered into this **1st DAY of JANUARY, 2011**, by and between Komputrol, hereinafter "Komputrol", and **City of West Lafayette** hereinafter referred to as the "Client".

WHEREAS, Komputrol and Client have executed a certain Application Software Program License Agreement by which Komputrol provides the Client with a series of application software programs for Client's non-exclusive business use; and

WHEREAS, Komputrol has resources and facilities available for the protective duplication and storage of the records Client processes and stores in such software programs; and

WHEREAS, Komputrol has developed this Disaster Recovery Plan in conjunction with and to meet the requirements of the Indiana State Board of Accounts; and

WHEREAS, Client is interested in availing itself of Komputrol's resources and facilities to protect against the loss of its records in the event of disaster.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. **TERM.** This Agreement shall be for one (1) year commencing on the date shown above. The Agreement may be renewed thereafter each year, so long as the Client remains a user of Komputrol software programs and there is an Application Software Program License Agreement between Komputrol and Client in effect. This Agreement will be renewed upon payment of the annual billing as described below.

2. **PAYMENT.** Client agrees to pay Komputrol **FOUR HUNDRED FIFTY DOLLARS ($450.00)** as the annual billing for the protection of said software programs under the Disaster Recovery Plan described below. Thirty (30) days prior to the expiration of this Agreement, Komputrol will send the Client a billing for the annual renewal of the Agreement, which Client must pay prior to the date of expiration in order to renew the Agreement. The annual billing will only be increased from year to year commensurate with Komputrol's increased costs or additional benefits provided.

3. **DISASTER RECOVERY PLAN.**

A. *Annual CD-ROM Record Storage.* At Fiscal or Annual year-end Komputrol will transfer your master and historical records from disk or tape to CD-ROM in duplicate. One (1) copy will be retained by you and one (1) copy will be retained in Komputrol's record vault.

B. *Offsite Storage.* Back-up disks and tapes will be stored in Komputrol's record vault. You will determine the periodic schedule, monthly or quarterly. You may store an adequate supply of payroll checks, vendor checks and/or utility bills in Komputrol's office to provide for the processing of two cycles in the event of a disaster. A receipt for said stored checks will be issued by Komputrol.

C. *Back-up Support Site.* Komputrol will allow you the use of compatible data processing equipment in the Komputrol office for up to one (1) month upon your request in the event of a disaster. Komputrol will make available to you at its office, the copy of your records stored in Komputrol's record vault. Komputrol will replace the software programs licensed to you by Komputrol and related system documentation damaged or destroyed as a result of a disaster. Komputrol's staff will provide onsite support to you to assist in restoring your licensed Komputrol software programs, and your files and records damaged or destroyed in a disaster.

D. *Additional Billed Services.* If you wish Komputrol to convert other computerized or manual records to CD-ROM (such as board meeting minutes, contracts, bid specifications, etc.), Komputrol will do so at an additional price to be determined on a per job basis. Price quotations will be provided upon your request.

4. **DEFINITION OF DISASTER.** In each instance of its use herein, the term "disaster" shall be limited in meaning to events beyond the control of the Client resulting in damage or destruction to the Client's physical plant. "Disaster" as used herein thus refers to such events as accidental fire, arson, flood, tornado, lightning, and extended power outage.

5. **HOLD HARMLESS AND INDEMNIFICATION.** The Client shall hold Komputrol harmless and shall indemnify Komputrol for any liability, court costs and attorney fees incurred as a result of acts or omissions of Client's staff in the use of Komputrol's facilities as allowed hereunder. Furthermore, Client shall hold Komputrol harmless and indemnify Komputrol for any liability, court costs and attorney fees incurred as a result of bodily injury to, or property damage of, Client's staff during use of Komputrol's facilities as allowed hereunder.

6. **NOTICES.** Any notices or payments implicitly or explicitly required by the terms of this Agreement shall be sent to the other party at the address specified below.

The undersigned persons executing this Agreement on behalf of the Client represent and certify that they have been duly empowered by properly delegated authority to execute and deliver this Agreement and that all necessary actions empowering the Client to enter in this Agreement have been taken and done.

Komputrol
9401 Innovation Blvd, Suite 400
PO Box 669
Daleville, IN 47334-0669

BY: _____

Title: President and CEO

City of West Lafayette
609 W Navajo St

West Lafayette IN 47906-1995

BY: _____

Title: _____

November 29, 2010

Ms. Judy Rhodes
Clerk-Treasurer
City of West Lafayette
609 W Navajo St
West Lafayette IN 47906-1995

INVOICE

For Professional Services Rendered...

Disaster Recovery Plan for 2011 Calendar Year	$450.00
Total Amount Due	$450.00

Thank You