

**ARLINGTON COUNTY, VIRGINIA**

**STANDARD FORM AGREEMENT No. 19-808-SS**

**THIS AGREEMENT** ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and Sybatech, Inc. dba Codepal, with a principal place of business located at 3901 Wood Duck Drive, Suite C, Springfield, Illinois, 62711 ("Contractor").

1. The Contractor agrees to provide the following goods or services:  
Codepal Software Support
2. The County will have no obligation to the Contractor if no goods or services are required.
3. The Contractor's provision of these goods or services is subject to review and approval by the County's Project Officer.
4. The Contractor shall provide the goods or services covered by the Contract beginning on the date of execution by the County. Unless terminated as provided below, the Agreement shall continue until January 9, 2021.
5. The County will pay the Contractor, for services or goods that the Project Officer accepts, in accordance with Attachment A Contract Pricing. The County will pay the Contractor net 45 days from receipt of an invoice that the Project Officer approves for payment.
6. The Contractor is an independent contractor, and the County will not withhold from the Contractor's compensation any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax or any other amounts for benefits to the Contractor or its agents or employees.
7. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:
  - a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or
  - b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. The County may terminate this Agreement by 15 days' written notice whenever the Purchasing Agent determines that termination is in the County's best interest. The Contractor will be entitled to receive compensation for all goods or services that the County accepted before the termination notice.
9. The County may terminate this Agreement by 48 hours' written notice if the Contractor fails to provide satisfactory goods or services, in the determination of the Project Officer. The notice will be effective upon receipt by the Contractor or three days after the County mails the notice, whichever is sooner. The Contractor will be entitled to receive compensation only for goods or services that the County accepted before the County mailed the notice. The Contractor will be liable to the County for all costs that the County incurs after the termination takes effect to complete the Work covered by the Contract, including delay costs and costs to repair or replace any unsatisfactory work. The County may deduct these costs from any amount that it owes the Contractor or require that the Contractor pay the costs on demand.
10. Time is of the essence and the Contractor agrees that failure to provide timely service will render this Agreement null and void.
11. The Contractor must provide a certificate of proof of the insurance coverages before the start of work:
  - Workers Compensation-Standard Virginia Workers Compensation Policy.
  - Commercial General Liability (CGL)- \$500,000 combined single limit with \$1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington

County, Virginia, and its officers, employees and agents” must be additional named insureds on the CGL policy.

- Automobile Bodily Injury and Property Damage Liability - \$500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)

12. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or on any other basis prohibited by Virginia or federal law and must post in this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- b. The Contractor must state that it is an Equal Opportunity Employer in all solicitations or advertisements for employees that it places or causes to be placed.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall meet the requirements of this section.
- d. The Contractor must include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

13. The Contractor must comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately-provided services and activities.

14. The Contractor must (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

15. The Contractor acknowledges that it does not, and will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

16. This Agreement is governed by the Arlington County Purchasing Resolution, which is incorporated by reference. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is fifteen (15) days.
17. This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement.
18. All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.
19. This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
20. No employee of the County shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.
21. The County does not discriminate against faith-based organizations.
22. The Contractor and its employees, agents and subcontractors will hold as confidential all County Information that they obtain under this Agreement. Confidential Information includes, but is not limited to, nonpublic personal information; personally identifiable health information; security numbers; addresses; dates of birth; information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of and abide by this requirement.
23. The Contractor must comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses as applicable.

24. The Contractor must remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.
25. This Agreement is governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction and venue for any litigation is in the Circuit Court for Arlington County, Virginia, and in no other court.
26. The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.
27. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

**Contact Information for the Contractor:**

\_\_\_\_\_  
Sybatech, Inc. dba Codepal  
\_\_\_\_\_  
Pam Lee  
\_\_\_\_\_  
3901 Wood Duck Drive, Suite C  
\_\_\_\_\_  
Springfield, Illinois 62711  
\_\_\_\_\_

**Contact Information for Arlington County**

**Fire Department:**

\_\_\_\_\_  
Charlene Gillis  
\_\_\_\_\_  
2100 Clarendon Boulevard, Suite 400  
\_\_\_\_\_  
Arlington, Virginia 22201  
\_\_\_\_\_

AND

**Contact Information for Arlington County  
(Legal Authorization):**

\_\_\_\_\_  
Office of the Purchasing Agent  
\_\_\_\_\_

2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Attn: Cynthia Davis, Procurement Officer  
Email: cdavis@arlingtonva.us

28. The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.
29. The Contractor shall not assign or transfer this Agreement, or any of its rights or interests, without the County's prior written consent.
30. This Agreement may be modified only by written amendment.
31. All remedies available to the County under this Agreement are cumulative, and no remedy is exclusive of any other that is available to the County at law or in equity.
32. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable; and if any part is held to be invalid, the rest of the Agreement will remain in effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

SYBATECH, INC DBA CODEPAL

SIGNED: Cynthia Davis

SIGNED: Robert E. Lee Jr.

PRINTED NAME: CYNTHIA DAVIS

PRINTED NAME: Robert E. Lee Jr.

PRINTED TITLE:  
PROCUREMENT OFFICER

DATE: 1/22/2019

PRINTED TITLE: President

DATE: 1/22/19

# CodePal Toolkit Quote



## OWNER INFORMATION

Name	Arlington County Fire Department
Address	2100 Clarendon Blvd. Suite 400
City, State ZIP	Arlington, VA 22201
Phone	703-228-4644
Contact	William Shelton, Deputy Chief
Contact	

## CONTRACTOR INFORMATION

Company	CodePal
Name	Bob Lee - CodePal Product Manager
Address	3901 Wood Duck Drive, Suite C
City, State ZIP	Springfield, IL 62711
Phone	(217) 787-1133
Email	bob.lee@codepaltoolkit.com
Date	1/1/2019

## CodePal Toolkit

### • Focused on America, Focused on Others, Focused on You

The CodePal Team and our CodePal Toolkit product both have our roots in the Midwest and the state and local government marketplace. CodePal Toolkit visionary Bob Lee is a U.S. Army veteran and encourages partnership with veteran owned firms. We promote heavily the qualities and characteristics of U.S. workers, technologies, and business practices, and strongly encourage employing veterans as both employees and partners. Since Codepal's inception in 2003, our team has not only expanded our products and services with new technologies but have also expanded our markets in state and municipal government to new areas of field use.

### • Enterprise Level Customer Support Quality, Small Company Flexibility, and Interpersonal Relationships

CodePal Toolkit customers are surprised when they first call in for customer care support. They quickly realize that, although they purchased a software solution at an "affordable price", they are receiving service levels normally only associated with "high priced" enterprise-level systems. While other vendors simply provide their clients with links to their "questions and answers" web page, the CodePal Toolkit team goes beyond the norm to answer every call and provide timely responses to your questions with an experienced support technician. Our clients learn that they can trust us to give them the help desired.

### • CodePal Future Goals focus on Service, Aspiring to Take our Customers' Experience to New Levels, and Identify New Ways of Streamlining Customer Work Load

In fact, understanding our client's goals and challenges is our number one goal. If we are on the same page with you about your challenges, we can set our goals to be on the same trajectory as those of our clients. Our current philosophy is to take our service to even higher levels of standards. We are always looking for new ways to improve our working relationships between our support team and the staff of our clients. This high level of personal support is especially important to medium and smaller municipal governments as they often have limited on-location IT support staff. We continually review our clients processes to see if there are ways we can automate processes that are still manual and eliminate redundant tasks. The CodePal Toolkit is a great product and the only thing better than CodePal Toolkit is the great support staff that stands behind it.

## Customer Challenges & CodePal Toolkit Solutions

Customer Goals & Challenges: User Access is provided for 44 Total Devices to Access Codepal. Codepal Version to be upgraded Aug 2018 to 8.8.1. Annual Support Agreement at end of this document provides this Client with a total of 2 days each year of on location consulting to be used in collaboration with the client's needs.



## **Upgrading CodePal Toolkit Support and Additional Services**

### **• Analysis and Configuration**

After you have been using your CodePal Toolkit subscription for a while, you may determine that there are other tasks your group performs that could benefit from implementation into CodePal. Our CodePal Toolkit Team is available to assist in these types of small projects. Our goal is to get you up and going in these new areas quickly. Here are the areas covered: a) Your current or new Toolkit Personnel for this project – examining their skills, job duties, and the way in which they perform their work. This examination will provide us with a detailed view of the workflow. b) The types of Activities, Permits, and other data-gathering activities your organization performs. c) An examination of your reporting needs and the design of any special reports you may need.

Our analysis cycle follows this pattern: We apply changes to your Toolkit configuration, then we review those changes with you. From this review, we discover any other changes that need to be made, apply those changes, and review the changes with you. This cycle continues until your Toolkit subscription meets your needs. This process enables you to rapidly begin using your Toolkit subscription.

(Quotes for this work and any new users identified will be added to this quoting document.)

### **• Training**

As part of your Toolkit project, The CodePal Toolkit Team provides training of key personnel in your organization who will be maintaining the functions provided by this Toolkit project and providing on-going training for your personnel who will be using the Toolkit on a daily basis. Based on the project analysis, other training may need to be planned. On-going training may be included as either a onetime item or included as a line item in your regular subscription.

### **• Ongoing Toolkit Support**

The CodePal Toolkit Team provides, as a part of your subscription, excellent, personable support for any issues encountered while using the new Toolkit implemented features. Help with any issue is as simple as placing a phone call. The details of our support for your subscription can be found in the CodePal Toolkit Service Level Agreement or the CodePal Toolkit Collaborative Service Agreement which is attached to this quote.

## **CodePal Toolkit Tools - Not all may be Quoted here**

### **• CodePal Toolkit Core:**

Your subscription includes the flexible design of our base product. This flexible design allows the Toolkit to meet the needs of State government, Municipal government, and large, medium, or small businesses. The Toolkit will be set up to provide you greater efficiency and a common place to electronically issue and track inspections, permits, requests, and complaints. Our setup of your Toolkit subscription will provide an easy to use tool that is tailored to the needs of each organization, department, and user. Reports can be generated at any time from the pool of standard reports included with the Toolkit.

### **• CodePal Toolkit - DynaSync:**

If our initial analysis shows you need to have data converted from your current systems to the Toolkit, then your subscription will include DynaSync. DynaSync is the Toolkit's data conversion tool. If your purchase of the Toolkit includes converting data from another system, you will need to use DynaSync. DynaSync was created to convert data from different types of databases and from data exported to spreadsheets and text files. DynaSync can also be setup to push data to and pull data from 3rd party software manually or by an automated schedule.

### **• CodePal Toolkit – Configuration and Analysis**

The CodePal Toolkit Team provides business and system analysis in addition to Toolkit configuration to support such analysis based on what has been agreed upon as the appropriate solutions to your needs. This item appears in your subscription quote because further analysis related to implementation of these solutions may be needed to meet setup requirements.

### **• CodePal Toolkit – Training**

The CodePal Toolkit Team provides expert training in the use of the Toolkit software. Trainers are people who love the Toolkit and who understand your business needs, the solutions we have provided to meet those needs, and are focused on the task of helping you make the most profitable use of your Toolkit subscription. The training period included in your subscription has been carefully designed to bring you and your personnel online with the Toolkit in the most efficient manner possible.

### **• CodePal Toolkit – Database Hosting**

In cooperation with your managers and technical specialists, the conclusion may be that the most efficient and cost-effective way to handle the data collected by the Toolkit is by hosting your Toolkit database in the cloud. With this option you will not need to purchase expensive hardware, or hire IT staff. This option is generally used for medium-sized businesses, though organizations of small and enterprise-level may benefit by it as well.

### **• CodePal Toolkit – Preplan Viewer**

CodePal Toolkit offers a new web based front end originally tested and designed to fit the Pre-Plan requirements for Fire Services. CodePal provides this front end FREE for all of our customers. If current CodePal Toolkit users are to be held responsible for all contact and address related data entry, no other purchase is necessary to open this opportunity to view address related data. (As long as the database is made available to the defined user population - could potentially be to all members of the department.)

### **• CodePal Toolkit – Preplan Editor**

CodePal Toolkit offers a new web based front end originally tested and designed to fit the Pre-Plan requirements for Fire Services. However this product is for those departments that may have more staff, especially a separate group who may be responsible for entering contact and address information relevant to fire and safety threats at geographic addresses. This is an enhancement to those that are regular CodePal Toolkit users and gives access into CodePal to a separate designated population of users for 1 affordable rate. (As long as the database is made available to the defined user population - usually those especially trained in fundamental data integrity)

## Our Quote Based on Your Needs

Item Description - CodePal Toolkit Access Pricing	Amount	Quantity	Price
Annual CodePal Toolkit Subscription & Support			\$11,750
CodePal Preplan Viewer - Web Page to display all pertinent information regarding an address, relevant contacts related to the address, and all photos and plans posted in an easy user friendly format. (subscription is based on flat fee annual cost)			FREE
<b>CodePal System Annual Cost for Year(s) of Distributed Cost</b>			<b>\$11,750</b>
Nuber of Year(s) Quoted		3	
1st Year Support Begin Date		1/15/2019	
1st Year Support End Date		1/14/2020	
<b>CodePal System Annual Cost - Each Year Quoted</b>			<b>\$11,750</b>

### PAYMENT AND SUBSCRIPTION TERMS

- Upon signing Arlington County Fire Department agrees to the above CodePal Toolkit agreement as described in this quote for a period represented in the document as well as renewal each year above as well as the following terms:
- Payment Terms for Arlington County Fire Department are defined here. 100% of the total of Annual Subscription Support quoted. Any additional New Services or System additions will be due upon completion of training for those additions. There is a 3% surcharge for Credit Card Processing.
- If the quoted subscription extends beyond the term described above, then Arlington County Fire Department will be invoiced by CodePal once per year on the anniversary date of the project.

  
 Submitted by (Company Representative)

1/1/2019  
 Date

### CLIENT ACCEPTANCE

Arlington County Fire Department agrees to purchase updated support defined in this document as a New Support Contract with Support and Subscription to be renewed Each Year Through 2021. The hardware / equipment / software are to be installed at 2100 Clarendon Blvd. Suite 400, Arlington, VA 22201, and are subject to the terms and conditions of this agreement and others between Arlington County Fire Department and CodePal. It is the responsibility of Arlington County Fire Department, to ensure proper data backup procedures are in place to protect the inspection data unless CodePal is providing the hosting option (See Section 8 of the attached CodePal Service Level Agreement). It is also the responsibility of Arlington County Fire Department, to ensure all systems utilizing the synchronization feature of the software are equipped with Windows 7, Windows 8, or Windows 10 Professional version.

Submitted by (Authorized Representative)

Date

# Service Agreement



## CodePal Toolkit Collaborative Service Agreement

Thank you for subscribing to the Codepal Toolkit product from CodePal. As our valued customer we provide you with the following support services:

### 1. Your Codepal Toolkit Components

The agreements in this SLA apply to the following Codepal Toolkit components. These components are:

Codepal Toolkit server subscription, Codepal Toolkit End User Access subscription, Codepal Toolkit Training, Codepal Toolkit Refresher Training, Codepal Toolkit Additional Setup and Analysis, Codepal Toolkit Online, Codepal Toolkit Hosting Solutions.

### 2. General Provisions: Initial Implementation and On-Going Support

#### a. Client Configuration and Management

i. Included in your subscription purchase are the following benefits: a). Detailed analysis of your needs; b) Initial configuration of the Codepal Toolkit tailored specifically to the way you do your work, based on our detailed analysis; c). Initial management and end user training; d). End user documentation tailored specifically to your end users workflow.

ii. Your subscription purchase entitles you to one (1) day(s) of free on-location configuration and management support each year. This support must be utilized each year from the date of your initial subscription purchase.

#### b. End User Access Subscription

i. Your end user access subscriptions entitle you to one (1) day(s) of free on-location end user training each year. This support must be utilized each year from the date of your initial end user subscription purchases.

ii. Updated documentation will be provided with each on-location end user training event.

### 3. Updates and Upgrades

**Updates:** In the unlikely event errors are uncovered in Codepal Toolkit, we will resolve these errors and provide you with an update to Codepal Toolkit. Updates will be provided incrementally, as they become available and will be supplied to Codepal Toolkit customers at the discretion of CP.

**Upgrades:** We are constantly improving Codepal Toolkit through Upgrades that contain changes suggested by you and other clients. These Upgrades will also be provided to Codepal Toolkit customers on an incremental basis, as they become available, and will be supplied at the discretion of CP. Upgrades to Microsoft SQL Server (any version) are not included in this CP TK Support Agreement.

As a valued customer your local Codepal Toolkit manager will be provided notice of the availability of updates and upgrades via Email or Newsletter. Codepal Toolkit updates and upgrades will be available through Internet download or direct installation by CP staff. One hour on-line training session will be available after each upgrade to review the new features in your Codepal Toolkit. This on-line training session is provided free of charge in your subscription purchase and does not count against the number of on-location days you are accruing each year.

### 4. Documentation

Codepal Toolkit comes with all the documentation you need, built in. You may access these documents through the Help menu item that is available when you log in to Codepal Toolkit. These documents may be saved, printed, or viewed at your discretion. Documentation will continually be updated.

### 5. Additional On-Location Support or Training

Purchasing CP Support brings you the option to purchase additional on-location support or training. This additional on-location support is separate from the on-location support you are accruing each year. CP agrees to provide additional software support and/or training at your site as needed. On-location support and/or training may be scheduled at any time convenient to you, with a minimum of five (5) business days' notice to us. For these services we will bill you at our current daily rate. There is a two day minimum for these purchases. Please call our Sales Team for current rates and to purchase this option.

### 6. Non-Refundable Software:

Your subscription to CP software is non-refundable.

### 7. If an Annual Service Level Agreement is NOT Paid within the terms of the Contract:

Access to the software will be discontinued and a backup copy of your database will be provided.

**8 Remote Database Hosting and Backup:**

If you have subscribed to CP's Remote Database Hosting, you will receive:

- 100% up-time access to your Codepal Toolkit database;
- Daily incremental backup of your data;
- In the event of a remote server failure, your data will be available to you within 24 hours. The data available to you will be restored from the previous day's backup.
- Your data belongs to you. We simply host it and make regular backups. You may ask for your database at any time and it will be given to you in the form of a standard Microsoft SQL backup.
- Remote Database Hosting and Backup is configured to meet your needs at the time of contract signing.
- Should your needs increase you will be charged based on the increases needed and at the current rates for data storage and services.
- All payments received from you for CodePal remote hosting services are non-refundable.

**9. Items Not covered by CP TK Service Level Agreement Provisions:**

Any of the following will be provided through a new contract for the provided services:

- a. Additions beyond the initial scope of the original implementation.
- b. Adding new users to the original implementation. This would require a new subscription per new user.
- c. Adding additional days of on-location service or training to your original implementation.

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**3901 Wood Duck Drive, Suite C, Springfield, Illinois 62711**  
**Phone: (217)787-1133 Fax: (217)787-1171**