

# KellPro Software and Service Agreement

Please retain for your records.

The following agreement is intended to guide the relationship between KellPro, Inc. and Muskogee County District #2, our Customer. Our goal is to provide high quality products and services that meet your business needs in return for fair compensation for our intellectual property, service and time. KellPro licenses you, our Customer, to use our software and services as described herein from 07/01/2023 until 06/30/2024 on the services shown below in exchange for the total amount shown below. Payment for products and services constitutes acceptance of this agreement.

Qty	Product Description or Service
2.00	Complete Online Care Anti-Virus Plus
1.00	Disaster Recovery Service up to 10GB - Monitored
1.00	Keli Inventory Tracking Site
2.00	Keli Inventory Tracking User
2.00	Remote Connection Service - Station License
<b>KellPro Licensing: \$ 3,987.00</b>	

## Software

The customer is licensed to use the KellPro software listed during the period of time listed for the license fee listed in the paragraph above. Using our software without a license is prohibited. Making copies of our software or taking actions to distribute, disseminate, loan, or translate KellPro software is also prohibited. This license belongs only to the agency or business listed above. KellPro does not warrant that the operation of our software will be uninterrupted or error free but will use every reasonable effort to provide support when there is an issue related to our software.

## Licensing Fees

The licensing fee is assessed annually based on the fiscal accounting period for each customer. The fee covers the cost of supporting the software; in general providing toll free telephone support, providing bug fixes for the software, periodic customer care visits and nominal support time to identify non-KellPro related issues. Software licensing rates will not change during a licensing period.

## Support

Unlimited toll free telephone support is provided for licensed customers. Support staff are available from 8:00 A.M. to 5:00 P.M. CST, Monday through Friday (with the exception of Federal holidays observed in our area). After hours support is also available at our current hourly rates. Support will be provided over the telephone or Internet, therefore all customers are expected to have a working telephone and Internet connection. At the customer's request, KellPro will schedule on-site visits. Support issues due to factors outside of the scope of the KellPro software, such as hardware failure, may result in additional fees if the duration of the support incident exceeds a reasonable amount of time. Any additional fees that may apply for visits or non-KellPro software issues will be negotiated with the customer in advance.

## Training and Documentation

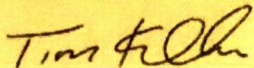
Training is initially provided as part of a new installation. Written documentation (in electronic format) for the software will be provided during the initial training and is always available on request from KellPro support staff. Individualized on-site training may be requested by the customer at any time and is available at our standard rates.

## Ownership of Data

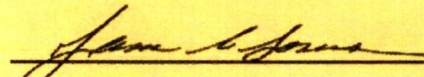
Data entered into KellPro software is the property of the customer. The data is stored in an industry standard format and may be extracted at will by the customer. The data is secured with user accounts and passwords to protect the integrity of the customer's data. These security credentials (database user accounts, passwords, etc.) are generally provided at installation time and may be requested at any time from KellPro support. A data set may be used by KellPro for troubleshooting or testing purposes.

## Environment

KellPro can only be responsible for KellPro software. Specific computer and network environment factors are required for KellPro software to function correctly. The correct software environment is configured when the software is installed initially. If the computer or network environment changes due to factors outside of the KellPro software, and the KellPro software is adversely affected, KellPro support staff will assist the customer in determining that such a change or failure has occurred. If such incidents are minor and infrequent, there is normally not a charge. If the support incident becomes prolonged (normally more than 20 minutes) and appears to have causes outside of the KellPro software, the customer will be apprised of the possibility that the incident may become a billable event and the customer will be given opportunity to approve/disapprove the charges for continuation of the support incident.



Tim Keller - President, KellPro, Inc.  
Date: 06/12/2023



James A. Sorensen - CEO, KellPro, Inc.  
Date: 06/12/2023



3<sup>rd</sup> day of July 20 23  
Chairman \_\_\_\_\_  
Member \_\_\_\_\_  
Member \_\_\_\_\_  
Attest \_\_\_\_\_  
County Clerk



Invoice #: 00218257.0  
 PO #:  
 Terms: Net 30  
 Invoice Date: 07/03/2023  
 Due Date: 08/02/2023  
 Questions? Please call 5802555553, opt 3

**BILL TO:**  
 Muskogee County District #2  
 1300 S. Cherokee St.  
 MUSKOGEE, OK 74403

Description	Qty	Price	Total
<b>Hardware Licensing</b>			
Complete Online Care Anti-Virus Plus	2.00	\$ 153.00	\$ 306.00
Disaster Recovery Service up to 10GB - Monitored	1.00	\$ 750.00	\$ 750.00
Remote Connection Service - Station License	2.00	\$ 30.00	\$ 60.00
<b>Hardware Licensing Total:</b>			<b>\$ 1,116.00</b>
<b>Software</b>			
Keli Inventory Tracking Site	1.00	\$ 1,719.00	\$ 1,719.00
Keli Inventory Tracking User	2.00	\$ 576.00	\$ 1,152.00
<b>Software Total:</b>			<b>\$ 2,871.00</b>
<b>Grand Total:</b>			<b>\$ 3,987.00</b>

Thank you for choosing KellPro!