



STATEMENT OF WORK

This Statement of Work is between S4i Systems, Inc. (S4i) and Madison County Board of Supervisors (LICENSEE). The parties hereby acknowledge and agree that this Statement of Work (SOW) shall be executed as provided below and may be modified only in writing and approval by both parties.

License

This SOW provides a license which adds to and, where applicable, and except as noted herein, supersedes prior license agreements and any special terms. The purpose of this SOW is to provide additional provisions for software licensed to LICENSEE that are specifically defined herein as SOURCE CODE or DERIVATIVE WORKS. This SOW is also used to engage S4i in the delivery of any services requested by the LICENSEE which may or may not include any additional licenses and is generally used in conjunction of licensed products.

"SOURCE CODE" shall mean the un-compiled source exit and utility programs or modules supplied by S4i Systems as part of or in addition to the S4i Systems Product code.

"DERIVATIVE WORKS" shall mean a customer, customer agent, or custom S4i Systems work that contains or uses any program, service program, module, source code or object supplied by S4i Systems.

For programs, service programs, modules, or other objects distributed with SOURCE CODE, the following supplemental terms and conditions apply:

- LICENSEE may modify the SOURCE CODE to use as part of or in conjunction with the supplied S4i Systems product but may not redistribute it in any form.
- S4i Systems shall retain all rights, title and interest in and to all supplied source and object code and any corrections, modifications and DERIVATIVE WORKS created by the customer.
- The standard S4i Systems License, Support and Maintenance agreement specifically does NOT include support for programs, service programs, modules or other objects supplied in conjunction with SOURCE CODE or any DERIVATIVE WORKS and may be contracted for separately.
- A 90-day warranty from the date delivered to LICENSEE applies to all DERIVATIVE WORKS created for the LICENSEE by S4i

Contract Details

LICENSEE Name/Address

Madison County Board of Supervisors
146 West Center Street
Canton, MS 39046

Contract Type

Professional Services

Project

Upgrade S4i ECM/EDM Environment

Contract Terms

Specific tasks to achieve these requirements are outlined below. Any modifications to the work to be performed through the duration of this engagement will be documented in a change order (Addendum to Statement of Work) that is executed by both parties.

Services to be performed

Licensee is moving to a new Power System 9009-41A and would like to upgrade Express to PTF-47 (or latest release) and WebView in preparation for new IBM i running OS V7.3. Licensee is currently running Express V3.01.42 and WebView V3.1.42 with Tomcat V5.5.35. The scope of work defined below includes but is not limited to:

1. Upgrades: Production Environment
 - a. Upgrade S4i Express
 - i. LICENSEE to Back up the following libraries to Save Files
 1. S4iXP (Product)
 2. S4iXPDB (Database)
 3. S4iSPLS (Repository)

- ii. S4i and LICENSEE to Upgrade S4i Express to the latest release available at this time (PTF47 or higher)
- iii. Upgrade Apache Tomcat to supported release level, V7 or higher
- iv. Upgrade WebView to the latest available at this time
- v. Test WV Filters
- b. LICENSEE to QA with S4i to provide direction and support
 - i. Test spool file document processing
 - ii. Test retrieval of documents in WebView

Notes

1. Once LICENSEE gets new machine running OS V7.3, Tomcat, which runs WebView, will also need to be upgraded. Additionally, all document processing should be tested.
2. Services to be performed remotely unless otherwise specifically agreed upon between S4i and LICENSEE.
3. S4i assumes LICENSEE will have a knowledgeable IT resource available with the proper authority to make decisions regarding system access as needed or requested by S4i.
4. 50% of services will be billed upon execution of this agreement.
5. If any Travel-related expenses, these will be agreed upon by S4i and LICENSEE, then billed as they are incurred.

Estimated project start date: December 2018
 Location of work: Remote

Product/Services: License Transfer Fee: \$1,000
 Professional Services for Upgrades: ~4 hours or \$880

Rate: \$220.00/hour; services are estimated and will be billed monthly as they are incurred. Unused hours will expire after six months from the acceptance date.

Accepted by:
 S4i Systems, Inc.

Madison County Board of Supervisors

 Signature

 Signature

 Printed Name

 Printed Name

 Date

 Date