

## Shelton Vance

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**From:** Duane Thompson  
**Sent:** Friday, February 28, 2020 9:37 AM  
**To:** Shelton Vance; Cynthia Parker  
**Subject:** Agenda item

I just looked at the agenda.

To clarify, the item to be approved for S4i is not a license transfer and upgrade fee.

It is a services contract for them to assist with exporting images so they can be imported into the new system.

Duane Thompson  
IT Director  
Madison County BOS  
Office (601) 855-5508  
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A CONTENT SERVICES COMPANY

STATEMENT OF WORK

# MCB02062020

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 enter Street  
Canton, MS 39046

Contract Type

Professional Services

**Project**

Export Documents out of Express

**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**

S4i will aid as requested on an ad-hoc basis for any aspect of Express functionality. Topics where S4i may be asked to help include the following:

- Configuring Express and WebView to enable ad-hoc distribution to IFS folders
- Create sample documents for testing the new application provided by Licensee
- Inspect the Kofax buddy files to determine what index values were passed to Express
- Review the document definitions to determine what Express indexes are available
- API documentation
- Guidance for using Express WebView APIs
- Design of the command and process to export the documents

**Notes**

1. Ensure backup(s) are successfully completed and verified prior to S4i services.
2. 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.
3. 50% of services will be billed upon execute of this SOW.
4. If any Travel-related expenses, these will be agreed upon by S4i and LICENSEE, then billed as they are incurred.

Project start date: February 6, 2020  
 Location of work: Remote

**Services: \$8,800 (40 hours)**  
 Rate: \$220.00/hour; unused hours will expire after six months from the acceptance date. If additional hours are required a change request will be submitted.

**Accepted by:**  
 S4i Systems, Inc.

Madison County Board of Supervisors

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 Signature

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 Signature

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 Printed Name

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 Printed Name

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