



PURCHASE AGREEMENT

Date: November 6, 2023
 Contract #: JMB-LANDISTNCMILB-110623
 Effective To: January 31, 2024
 Prepared By: Jessica Blackwell

This understanding between LANDIS, TOWN OF at 312 South Main St, Landis, NC 28088 ("Purchaser") and Computer Software Innovations, Inc. at 2429 Military Road Suite 300, Niagara Falls, NY 14304 ("Harris") confirms the purchase of the following licensed software products and/or services:

Qty	Item	Price	Ext. Amount
SOFTWARE LICENSES (ONE-TIME FEES):			
1	SmartFusion Interface to Milner ImageDirector Content Management	\$4,500.00	\$4,500.00
1	Milner ImageDirector Enterprise Base Package Content Management Professional Level (up to 30 users) Includes: <ul style="list-style-type: none"> • Accounts Payable - Base Package (includes Check Merge & DocLink for SmartFusion) • Accounts Receivable • Utility Billing Customer Records • Planning & Development • Meeting Minutes/Agendas • Contracts • Open Records Requests • Applicant Tracking • (1) Image Director Auto Capture License **DISCOUNTED**	\$13,224.00	\$13,224.00
1	Remote Desktop Scanning License - Unlimited	\$0.00	\$0.00
		Total Software Licenses:	\$17,724.00
HARDWARE (ONE-TIME FEES)*:			
	Fujitsu fi-7160 (NOT INCLUDED IN PRICING-SEE PRICING NOTES) <ul style="list-style-type: none"> • See <u>PRICING NOTES</u> on following page 	SEE NOTES	SEE NOTES
		Total Hardware:	SEE NOTES
PROFESSIONAL SERVICES (ONE-TIME FEES):			
1	Milner ImageDirector Content Management Professional Services Includes: <ul style="list-style-type: none"> • Needs Assessment & Statement of Work Documentation • ImageDirector Installation • ImageDirector Configuration • ImageDirector Testing • ImageDirector Training 	\$6,930.00	\$6,930.00
		Total Professional Services:	\$6,930.00
		TOTAL (ONE-TIME FEES):	\$24,654.00
ANNUAL MAINTENANCE & SUPPORT (RECURRING ANNUAL FEES):			
1	SmartFusion Interface to Milner ImageDirector Maintenance	\$990.00	\$990.00
1	Milner ImageDirector Enterprise Base Package Maintenance	\$2,679.00	\$2,679.00
		TOTAL ANNUAL MAINTENANCE & SUPPORT:	\$3,669.00

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PRICING NOTES:

- All “**SOFTWARE LICENSES**” & “**PROFESSIONAL SERVICES**” line items are one-time fees only.
- ***HARDWARE** pricing has not been included in this proposal. The recommended scanner is the Fujitsu fi-7160—*Specs: 60ppm/ 120ipm scanning in color, grayscale, & monochrome, 80-page Automatic Document Feeder (ADF)*—and can be purchased/quoted separately at cost of \$1,415 each.
- “**ANNUAL MAINTENANCE & SUPPORT**” fees are recurring annual fees which will be billed to coincide with client’s current maintenance agreement.
- Please see **ADDENDUM A** for SmartFusion Document Management Overview (**Page 3-4**).
- Please see **ADDENDUM B** for Software & Hardware Requirements (**Page 5**).

We greatly appreciate your continued support and business!

To move forward with this project, please return a signed copy of this proposal before **January 31, 2024**, via email to jblackwell@harriscomputer.com.

ADDENDUM A

SmartFusion Document Management Overview

SmartFusion's Document Management solution allows you to streamline how your organization captures, organizes, and manages important electronic documents and media. Using cloud-based technology to easily scan, track, and store the essential information that keeps your organization running smoothly.

ImageDirector Enterprise Content Manager Includes:

- Web-based security and configuration management
- FIPS140-2 compliant
- Secure Disk Library
- 128 AES Encryption
- Stores any file format (PDF, Tiff, Video, Photo, Audio, Email, Microsoft native format files, etc.)
- Retention Manager
- Integrated Full-Text Search
- Enterprise/Workgroup Search
- Veracode score 100

ImageDirector Document Management System

ImageDirector is a document capture and tracking system comprised of a central content server and optional clients. The focus of the content server is on retrieval, storage management, security, accountability, and scalability.

Secure Content Storage

All content is stored and retrieved from document archive containers called Secure Disk Libraries (SDL). SDL collapses documents into write-once archives to save space, reduce the time required to back up the file system, and prevent tampering. The SDL archives are backed by an additional encrypted cache to maximize performance. The file system is designed to prevent document tampering, which assures that documents stored on the system can be guaranteed as originals. This design allows for documents retrieved from the system to be presented to courts as un-tampered originals.

The ImageDirector platform uses end-to-end encryption for documents. Documents are encrypted at rest via AES and during transmission via TLS. Even temporary files are automatically encrypted using Microsoft EFS to make them more secure and to prevent the possibility that a footprint of the image might be left on a hard drive.

Additional security features include user access, document level, and task level audit trails for workflows; user-definable role-based security, security based on metadata attributes, and security delegation.

Document Organization

ImageDirector organizes documents into Applications. Administrators define fields and indexes used in advanced searches. Fields correspond directly to a field in a SQL table, and ImageDirector works in much the same way. ImageDirector includes compatible fields in full-text searches, making it easy for users to leverage field information.

"Soft fields" are also supported. Users can tag documents with unstructured information. Document tags are included in full-text searches, and an unlimited number of tags are allowed.

ADDENDUM A (continued)

SmartFusion Document Management Overview (continued)

WebScan

Capture documents from nearly any HTML5 compatible browser, including Microsoft Edge, IE, Chrome, Firefox and Safari. ImageDirector WebScan provides the ability for a user to scan documents to archive from within the ImageDirector application.

Users can scan a document via a desktop scanner and enter the appropriate indexing information. Buttons are provided on the interface for common document types to provide for easy indexing.

iPTA (Print-to-Archive)

ImageDirector iPTA provides the ability for a user to “print” electronic documents to archive from any network location. This eliminates the need to physically print and then scan an electronic document. Transfer digital documents such as: web pages, spreadsheets, word processing files, and other documents into ImageDirector as a read-only archive format for long-term storage.

ImageDirector FindDocs

FindDocs is a browser-based client for users to view documents. Documents are delivered to the requested user’s desktop in a web browser. This eliminates the need for workstation software for viewing documents outside of Adobe Reader and Web browser software (Internet Explorer, Edge, Firefox, Google Chrome, etc.).

FindDocs includes fully integrated security, which allows SmartFusion customers to make security decisions based on document retrieval. FindDocs also includes built in editing capabilities which allows users with specified permissions to modify document data.

Full Text Search Capabilities

ImageDirector supports both simple and advanced searches. \ Simple search allows users to enter basic Google-like search terms to locate documents. ImageDirector extracts key words from a wide variety of document formats, including many image formats, allowing simple search to locate documents based on their contents.

Full Text search assesses all documents in the system regardless of how the documents are classified. This allows the user to find relevant documents even when documents are stored using unstructured indexing strategies.

Advanced Search Capabilities

Advanced search gives control over search results. It allows restriction of searches using the structured information for a document. These searches are performed within a specific structure defined by an administrator and may include both field level searches and advanced full-text searches.

Once an initial search has been executed the user can fine tune the results using two additional filtering mechanisms. The first mechanism allows the user to filter results by choosing terms from a list created automatically from the original search. The second enables the user to type free-form lists of terms, including wildcards, to refocus the results. These choices help users locate the most relevant information quickly.

A user selects the electronic document and enters the appropriate indexing information. The document is directly released into the content manager for immediate retrieval.

ADDENDUM B

ImageDirector

Software & Hardware Recommended Requirements

Milner's goal in the development of ImageDirector is to stay current with all supporting technologies. Staying current with technology means users have the latest performance, security, and user experience enhancements available.

ImageDirector can function either in a virtualized or dedicated server environment. In either case, a separate database server is required. The optimal environment includes separate servers for ImageDirector, ImageDirector Capture and SQL.

All systems must be properly configured with adequate memory, CPU, disk, and data backup resources. A typical environment is illustrated below, but specifics for these items are discussed during the requirements definition phase of implementation.

Image Director 9.0 has enhanced security protocols, now utilizing a self-signed certificate. This will allow each client PC to securely communicate with the server. Milner will provide the self-signed certificate during the installation. Once installation is complete, the customer will deploy by installing the certificate in the store on each machine as needed or it can be managed via group policy using Active Directory.

Application Server	Windows OS	CPUs	Memory	OS Storage	Data Storage
ImageDirector	Microsoft® Windows® Server 2016 (64 bit) or higher	4 Core Intel® Xeon® Processors or higher	16 GB RAM	120 GB C Drive	Approx. 500 GB redundant storage space (varies with document volume)
ImageDirector Capture Server	Microsoft® Windows® Server 2016 (64 bit) or higher	2 Core Intel® Xeon® Processors or higher	8 GB RAM		Approx. 100 GB storage space
SQL	Microsoft® SQL Server 2016 (64 bit) or higher	2 Core Intel® Xeon® Processors or higher	8-16 GB RAM	80 GB	100 GB
Active Remittance Server	Microsoft® Windows® Server 2016 (64 bit) or higher	4 Core Intel® Xeon® Processors or higher	8 GB RAM	150 GB C Drive	350 GB redundant storage space (varies with document volume)
Active Remittance Workstation	Microsoft® Windows® Server 2016	2 Core Intel® Xeon® Processors or higher	8 GB RAM	150 GB C Drive	
Workstation	Microsoft® Windows® 10; or Mac® OS X	2.5GHz dual-core processor	4 GB RAM	10 GB C Drive	
eView	Microsoft® Windows® Server 2016 (64 bit) or higher	2 Core Intel® Xeon® Processors or higher	8 GB RAM		Approx. 100 GB storage space
ASK	Microsoft® Windows® Server 2016 (64 bit) or higher	2 Core Intel® Xeon® Processors or higher	8 GB RAM		Approx. 100 GB storage space

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Immediately thereafter the 1st Years Annual Maintenance Fee Period, subsequent Annual Maintenance Fees will be calculated at the then current Harris rate.

All charges are exclusive of out-of-pocket expenses for services performed. Charges for actual and reasonable out-of-pocket expenses, including but not limited to travel and lodging expenses, will be billed monthly as accrued.

Quote does not include applicable sales tax. If the Purchaser is Tax Exempt, a Tax Exemption Certificate (or other documentation) must be provided with this signed Contract. Otherwise, applicable sales tax will be applied at the time of billing.

AGREEMENT TERMS AND CONDITIONS:

1. Definition

a. Software Applications "Software Applications" are the computer programs explicitly listed above in the section titled "Software Products" and those indicated using initials by the Purchaser in the section titled "Software Options."

2. Payment Terms

Order will be processed with the return of signed contract and an initial payment of 50% of the total software, professional services, hardware, and customizations as outlined above. Orders will not be processed until both of these two requirements are satisfied.

The remaining fees for the Software Applications shall be invoiced after delivery (CD-ROM or Electronic Transfer) to Purchaser and due thirty (30) days from the date of invoice.

License Transfer Fees, if applicable, shall be invoiced at the start of the project and due in thirty (30) days. Professional Services and any applicable travel and lodging expenses shall be billed monthly as the work is performed. State Taxes are applicable on prices listed. If the Purchaser is Tax Exempt, a Tax Exemption Certificate must be provided with this signed Contract.

3. Delivery Media Type: CD-ROM or Electronic Transfer

4. Delivery Schedule

The parties will agree upon an appropriate training, project, and delivery schedule based on, among other things, the modules in respect of which training is required and the skills and availability of both the Purchaser and Harris staff members.

5. Data Conversion

The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical utility billing conversion includes information such as names, addresses, phone numbers, and services. Only information explicitly listed in this document will be converted. Initial cost estimates for conversion are included in system pricing proposals but these are only estimates until inspections or sample data can be examined to verify data formats and data integrity. Only then can accurate conversion costs be established. Any costs associated with obtaining the data from the existing vendor are the responsibility of the Purchaser. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media format readable by Harris. File layouts must include: record size, field length, field starting and ending points, field name, field type, data field description. Our acceptable file formats are listed below:

- Microsoft SQL Server database
- Microsoft Access database
- Visual FoxPro/DBase (DBC/DBF)
- Excel Spreadsheets - with flat data (one record per row/CSV)
- Delimited ASCII files (pipe "|" delimited preferred)

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Wherever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Purchaser will be billed at the original rate quoted above in the Conversion section of the Agreement.

60 Day Integrity Window - it is our goal to get your data right, thus you as a Client have 60 days from the first day of their Go Live to review data for any discrepancies. Items not contained within their source data are excluded. All items found after this 60-day window will be changed at a minimum charge of \$350.

6. Maintenance and Support Fees

Maintenance and Support fees ("MSF") include all program updates, enhancements, and general releases that Harris makes available to the Purchaser as part of its regular software maintenance program. MSF does not include fees for any third-party licenses or Harris services that may be necessary to perform a third-party license upgrade. MSF also includes access to the Harris support hot line.

The initial maintenance amount will be billed on Discovery, which represents the start of services and the ability to obtain support. Payment is due upon receipt of invoice. Harris reserves the right to change maintenance and support fees.

Subsequent years' MSF shall be rendered at the beginning of each year in which services are to be furnished. Lapses in annual MSF and/or balances not paid over sixty (60) days will be monitored and will lead to denial of support, and upgrade privileges. In the event of a lapse, Purchaser will be subject to reactivation fees not to exceed 40% of the current annual MSF applied to each year of the lapse including partial year lapses plus the amount representing "the lapsed" MSF. The specific services provided by the technical support staff are outlined in the Harris Software Support Agreement Standard Guidelines.

7. Additional Customization(s)

The Purchaser and Harris have jointly reviewed the Software Applications and have determined that all items are adequate except as noted in the CUSTOMIZATIONS section. Additional customization(s) or report modifications not identified in this Agreement will be quoted as requested and billed at the hourly rate of \$175.00. Customizations and/or report modifications requested one year or more from the date of this agreement will be billed at the then current Harris hourly rate. No additional customizations will be undertaken without prior agreement by both parties on cost, scope of functionality, and the impact on the project schedule.

Twenty-two percent of any fees associated with any customization services will automatically be added to the Purchaser's MSF.

8. Forms

Purchaser agrees to use standard forms unless otherwise indicated. If purchaser does not order forms from Harris, forms must be approved by Harris Project Manager (named below in Section 15) before ordering. A Change Order may be issued to purchaser by Harris for any report modifications, which will be billed at a rate of one hundred-seventy-five dollars (\$175) per hour.

9. Professional Services

Additional professional services are available on-site or virtually. Virtual work is billed at \$175.00 per hour. On-site work is billed at \$1225.00 per day plus travel, travel time, lodging and per diem expenses. Work performed one year or more from the date of this agreement will be billed at the then current Harris rates. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event, Purchaser wishes to schedule any professional services on a Saturday; there is a \$250 surcharge. Application consulting and setup services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

Scheduling: Harris will use its best efforts to select a mutually agreeable date for services. Cancellation or rescheduling of services must be done five business days or one calendar week prior to scheduled service date. A five-hundred-dollar (\$500) cancellation fee will be assessed for cancellations/rescheduling done outside of the time frame specified.

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10. Travel and Lodging Expenses

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. Travel time will be charged for all onsite work at a rate of three hundred dollars (\$300) for up to three days and six hundred dollars (\$600) for four days or more onsite. When an employee is at or traveling to the Purchaser's offices, sixty-five dollars (\$65) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred-ten dollars (\$110) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

11. Grant of License

Harris hereby grants Purchaser a nontransferable, nonexclusive, nonrefundable license under the terms of this Agreement to use the Software Applications on its equipment subject to the following:

- The Purchaser may not sublicense, rent, lease, or assign the Software Applications.
- No license is given to Purchaser for the source code to the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.
- Initial delivery of the Software Application shall be COTS ("Commercial off the shelf"). Purchaser is not relying upon any future product availability or functionality upon entering into the payment obligations under this Agreement

12. Performance by Customer

a. Co-operation by Purchaser: The Purchaser acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.

b. Required Programs: The Purchaser acknowledges that if the use of the Software requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software requires the Purchaser's hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense in order to facilitate the achievement of Completion of Services.

c. Project Manager: The Purchaser shall appoint a project manager who shall work closely with Harris Staff to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

13. Warranty Disclaimer

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Applications currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

It is acknowledged by the parties hereto that the Hardware provided by Harris to Customer pursuant to this Agreement was manufactured and delivered to Customer by a third-party manufacturer and Harris is reselling it to Customer. As such, Harris makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Customer has with respect to the Hardware shall be solely provided by the manufacturer(s)."

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14. Limitations on Liability

Purchaser agrees that Harris' liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed the charges hereunder paid by Purchaser to Harris. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim for patent or copyright infringement with respect to Licensed Software.

15. Change Order Process

With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser's behalf:

Name: _____ Title: _____

Name: _____ Title: _____

The following individuals are authorized to sign off on change orders on Harris's behalf:

- Jason Kelly - Director of Professional Services
- Sakura Gibson - Professional Services Manager
- Ben Culbertson - Vice President of Sales

16. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered, and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.

17. Governing Law; Venue

This Agreement shall be governed by the substantive and procedural laws of the State of North Carolina. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of North Carolina in any dispute arising out of or related to this agreement.

18. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

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PURCHASER: LANDIS, TOWN OF (NC)

By: _____ Date: _____

Title: _____

Purchaser's Project Leader:

Contact Name: _____

Contact Title: _____

Email Address: _____

Phone #: _____

Purchaser's Accounts Payable Dept Information:

Billing Address: _____

Accounts Payable Contact: _____

Phone & Fax #: _____

Alternate Contact: _____