



## Software & Services Purchase Agreement

This agreement is made and entered into on, \_\_\_\_\_, 2023, by and between:

Cities Digital, Inc. (D.B.A. "CDI")  
2000 O'Neil Road  
Suite 150  
Hudson, WI 54016  
**herein referred to as "Seller";**

Buyer: City of Manor  
Buyer Address 1: 105 E. Eggleston St.  
And Buyer Address 2:  
City, State, Zip: Manor, TX 78653  
**herein referred to as "Buyer."**

Buyer is a home-rule municipality and governmental entity in Travis County, Texas.

### WITNESSETH

WHEREFORE, in consideration of the mutual covenants herein contained, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

**1. Agreement to Sell and Purchase:** Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller those software products, services, maintenance agreements, and upgrades set forth in Exhibit "A".

**2. License Agreement:** It is specifically agreed and acknowledged that the software products sold by Seller to Buyer as described in Section 1 hereinabove, are being sold subject to the restrictions, duties and obligations of Seller pursuant to License Agreements referenced in "Exhibit D." Buyer, by its execution of this agreement, agrees to fully abide by the terms and conditions of such License Agreements except those terms and conditions acknowledged as inapplicable to governmental entities such as Buyer, and to the extent allowed by law, further agrees to fully indemnify, protect, and hold Seller harmless from any claims, suits, actions, liabilities, damages (including all legal costs incurred by Seller) resulting from any violation by Buyer under the terms thereof.

**3. Term of Agreement:** The term of this Agreement shall be for 1 year from the date first written above and shall renew for a one-year term, unless terminated by either party with or without cause.

**4. Purchase Price, Payments & Renewals:** The purchase price for the software products and services being purchased by Buyer from Seller are set forth in the quotation in Exhibit "A" and shall be due and payable from Buyer to Seller as follows:

- a. In consideration of the initial purchase of products and/or services, the Buyer shall pay Seller commensurate with the payment schedule below. Initial invoices for software and services are due upon receipt. Future invoices will be paid within thirty (30) days of invoice date. Invoices not paid within thirty (30) days of invoice may be subject to a one and one-half percent (1.5%) monthly interest charge eighteen percent (18%) per year.
- b. It is acknowledged that certain items set forth in "Exhibit A" if necessary are based on Seller's estimates, including fees from the "Fee Sheet" included in "Exhibit B." The sums payable by Buyer for maintenance and upgrades as described in "Exhibit A" are in addition to being payable as set forth above, payable annually on the anniversary of the purchase date. Such sums may be subject to a price increase after payment for the initial year, provided that, the price shall only be increased by Seller in the event that Seller's costs therefore are increased by CompuLink Management Center, Inc. or its successor in interest. Buyer shall have no legal obligation to continue paying for the maintenance (software updates) and technical support provided Buyer does not see value in said service.
- c. It is agreed that the estimates for those items set forth in "Exhibit A" will not be exceeded by Seller without prior written approval by Buyer. In the event that the estimates are exceeded with approval of Buyer, then Buyer shall pay the difference with the payment set forth in "Exhibit A" hereinabove. It is agreed that Seller may need to adjust billable rates periodically, as well as mileage and per-diem charges, as part of this Purchase Agreement. This change will happen not more frequently than once per year. The Buyer will be notified of this change at least 30 days in advance of this change.

### Payment Schedule

Payment Date	Description / Percentage	Payment Amount
Upon Receipt of Licenses	Software and Maintenance & Services in Exhibit A	\$84,997.00

**5. Limitation:** It is specifically acknowledged and agreed that all techniques, procedures and methodologies used and implemented by Seller in the performance of its work under this agreement are not included in the sale, and all intellectual property rights to such techniques, procedures and methodologies shall be retained by Seller, or by such third parties with whom Seller may contract with or have licenses through.

**6. Independent Contractor:** It is specifically acknowledged that Seller is an independent contractor, and that no agent, employee, or subcontractor of Seller shall be deemed an employee of Buyer or be entitled to any compensation from Buyer except as specifically set forth in this agreement.

**7. Confidentiality:** Seller shall keep confidential all non-public aspects of the work performed under this contract, including but not limited to all communications regarding that work and all Buyer data and information to which Seller obtains access in the course of performing services under this agreement. Seller shall limit internal access to information regarding work under this contract to those members of Seller's own staff or subcontractors of Seller who are directly involved in the work or otherwise have a need for access to the information. Unless otherwise required by law, Seller shall not disclose any non-public information to anyone other than the Buyer's project manager and Seller's own staff and subcontractors without the Buyer's prior written consent. Seller shall ensure that all individuals and subcontractors engaged directly or indirectly by Seller to provide services under this agreement are advised of and required to comply with the forgoing confidentiality obligation.

**8. Sharing Information:** Upon the Buyer's written request and authorization, Seller shall share any project information designated by the Buyer and shall fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the project and designated by the Buyer in the request. Seller shall not communicate with representatives of any of the news media regarding work under this contract; any communications with news media representatives regarding this contract shall be exclusively through the Buyer.

**9. Commitment and Completion:** It is agreed that Seller shall commence work within 14 days of receipt by Seller from Buyer of a written authorization to proceed and shall be completed pursuant to Exhibit "A." Notwithstanding such schedules, it is acknowledged that delays resulting from any acts or omissions of Buyer, or circumstances beyond the control of Seller, including, but not limited to acts of war or terror, natural disasters, material shortages, and acts of God, shall not be deemed a breach of this agreement.

**10. Insurance:** Seller shall maintain commercial general liability and automobile liability insurance coverage which shall include personal injury, bodily injury, including death, and broad form property damage including loss of use of property, occurring in the course of or in any way related to Seller's operations, in an amount not less than \$2,000,000 combined single limits per occurrence; Seller shall maintain Workers' Compensation and Employer's liability for all consultants' employees who are subject to Worker's Compensation statute either as a carrier-insured employer or as a self-insured employer. Seller shall maintain cyber breach, professional errors and omissions liability insurance for the protection of the Seller and its employees and subcontractors, insuring against losses arising out of or resulting from breach, their professional acts, omissions, activities or services, in an amount not less than \$2,000,000 per claim. Within ten (10) calendar days of all signatures, Seller shall furnish the Buyer with certificates evidencing the date, amount, and type of insurance required by this contract.

**11. Warranty and Limitations:** Except as otherwise set forth herein, Seller's warranty is specifically limited to successful completion of installation and operation of Laserfiche software program with respect to scanning and capturing documents of Buyer as provided in Exhibit "B", and that, except as may be available through CompuLink Management Center, Inc., Seller gives no other warranties, express or implied. In the event the software is unable to perform as warranted by Seller within 30 days of completion of installation, Buyer shall be entitled to a full refund of the purchase price. It is specifically acknowledged and agreed that Seller's warranty is limited and shall not apply to performance by the Seller under this agreement of specifications other than those specifically warranted above, such exclusions to include, but are not limited to: 1) the integration of the system to be installed by Seller with existing software of Buyer; and 2) the importation of documents into the system, due to the fact Seller currently has insufficient knowledge of the documentation. In addition, said warranties shall not apply: a) To the extent of any problems encountered with the integration of external databases with the software installation; b) To the extent of any problems encountered as a result of the failure of the Buyer to install

and configure the hardware necessary to operate the software in accordance with the hardware specifications previously provided by the Seller; or c) To the extent of any problems encountered as a result of the failure of the Buyer's computing equipment, servers, networks or operating systems.

**12. Limitation and Damages:** BUYER AGREES THAT SELLER'S TOTAL AGGREGATE LIABILITY, IF ANY, SHALL NOT EXCEED FEES PAID TO SELLER BY BUYER FOR THE PRODUCTS AND/OR SERVICES INVOLVED. The Seller will endeavor to provide high quality services and a high-quality product. However, the Seller is not, and will not be responsible for any consequential or incidental damages resulting from any interruptions of service, or data loss (including lost transactions). With the exception of Buyer subscribing to Server Hosting, day-to-day data backup is the Buyer's responsibility and Seller is not and cannot be liable for data loss due to poor or nonexistent or insufficient backup or any other issues associated and/or caused by Buyer's day-to-day server data backup.

**13. Attorney's Fees:** In the event of a suit, action, or mediation instituted to enforce or rescind any of the rights or provisions expressed in this agreement, the party not prevailing agrees to pay the prevailing party's costs and disbursements related to said proceedings and such sums as the court or arbitrator, may adjudge reasonable for the attorney's fees at trial or appeal of said suit or action.

**14. Governing Law and Venue:** This agreement shall be governed and construed under the laws of the State of Texas and venue for any suit, action, or mediation shall lie in Travis County.

**15. Current Funds.** The Buyer's financial obligations under this Agreement shall be paid from current funds.

**16. Legal Rights and Defenses.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal right or defense available at law or in equity to either Buyer or Seller, nor create any legal rights or claim on behalf of any third party. Neither Buyer nor Seller waives, modifies, or alters any rights, defenses and immunities provided under the laws of the State of Texas, the Texas Constitution, and the United States Constitution.

**17. Assignment.** This Agreement binds and inures the benefit of the parties and their successors and permitted assigns, except that neither party may assign, transfer, novate, or otherwise modify this Agreement without the prior written consent of the other party.

**18. Authority to Operate in Texas.** Seller warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Seller has been duly authorized to act for and bind Seller; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Seller has been duly authorized to act for and bind Seller.

**19. Energy Company Boycott.** To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance therewith, and subject to applicable Federal law, Seller represents that neither Seller nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Seller (i) boycotts energy companies or (ii) will boycott energy companies through the term of this Agreement.

**20. Discrimination Against Firearm Entity or Trade Association.** To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance therewith, and subject to applicable Federal law, Seller represents that Seller and all wholly-owned subsidiary, majority-owned subsidiary, parent company and affiliates of Seller do not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association.

**21. Boycott Israel.** To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Seller represents that neither Seller nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Seller (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement.

**22. Comptroller List of Foreign Terrorist Organization.** To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, (relating to Iran, Sudan, or a foreign terrorist organization), solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Seller represents that neither Seller nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Seller is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

**23. Severability:** If any provision of this agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

**24. Complete Agreement:** This represents the complete and final agreement of the parties regarding the purchase and sale of software products and other services to be rendered by Seller on behalf of Buyer and supersedes and replaces any oral or written agreements heretofore made. Any modification to this agreement shall only be valid if in writing and signed by the parties hereto.

**25. Paperless Billing:** By selecting "Accepted" below Buyer signifies preference for paperless billing and will receive a digital copy of invoices emailed to a designated email address for processing.

ACCEPTED  DECLINED \_\_\_\_\_

Email Address: [lalmaraz@manortx.gov](mailto:lalmaraz@manortx.gov)>

**Seller: Cities Digital, Inc.**

Name: Patrick Welsch

Title: President

Date:

**Buyer: City of Manor**

Name: Scott Moore

Title: City Manager

Date:

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT A: Quotation**

**Annual Breakdown**

	Year 1	Year 2	Year 3	Year 4
<b>Total Software</b>	\$ .00	-	-	-
<b>Total *Renewal</b>	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00
<b>Total Services</b>	\$62,497.00	\$43,297.00	\$43,297.00	\$43,297.00
<b>**TOTAL</b>	\$84,997.00	\$65,797.00	\$65,797.00	\$65,797.00

\* Renewals encompass Maintenance, Subscription, or Cloud where selected

\*\*Tax not included

**Software & Renewal**

Product	Software Quantity	Soft. Unit Cost	Renewal Quantity	Renewal Unit Cost	Total
Laserfiche Self-Hosted Municipality Site License (JSXGOV25)	1.00	\$ .00	1.0000	\$25,000.00	\$25,000.00
				Software:	\$ .00
				Renewal:	\$25,000.00
				Texas DIR Discount:	-\$2,500.00
				Tax:	\$ .00
				Total:	<b>\$22,500.00</b>

**Services**

Service	Service Quantity	Service Unit Cost	Total
Consulting Service Hours (CD2990) <i>Laserfiche installation, configuration, consulting, and training.</i>	40.00	\$160.00	\$6,400.00
Consulting Service Hours (CD2990) <i>Laserfiche Records Management setup, configuration, consulting, and training - Large RM project (up to 20 record types).</i>	80.00	\$160.00	\$12,800.00
		Service:	\$19,200.00
		Tax:	\$ .00
		Total:	<b>\$19,200.00</b>

**Hosting Services**

Type	Name	Cores (GB)	Memory (GB)	Storage (GB)	Total
Laserfiche Server	Laserfiche Server	2	16	500	\$14,400.00
Web Server	Web Server	1	8	0	\$4,800.00
MS SQL (Dual Core)	MSSQL Server Licensing	0	0	0	\$6,996.00
MS SQL Server Base	MSSQL Server Base	1	16	0	\$7,200.00

Authentication Server	Authentication Server LFDS SAML	1	8	0	\$4,800.00
Laserfiche Server	CJIS PD Server w/ SQL Express	1	8	100	\$6,600.00
Authentication Server	CJIS PD Authentication	1	6	0	\$4,200.00
	<b>TX DIR Discount</b>				<b>-\$5,699.00</b>
					Monthly Hosting Cost: \$3,608.08
					Annual Hosting Cost: \$43,297.00
					Tax: \$ .00
					Annual Hosting Total: <b>\$43,297.00</b>

CDI Texas DIR contract number: DIR-TSO-4387

**Laserfiche Subscription Municipality Site License - What's Included:**

- 100 Business User Licenses – Full User Licenses
- Unlimited Public Portal
- Unlimited Servers (15 repositories/server)
- Forms Professional
- 3 Forms Portals
- Records Management
- 10 Quick Field Complete
- Advanced Audit Trail
- Import Agent
- Connector

**CDI includes:**

1. Unlimited phone, email and remote support at no additional cost.
2. "Hands and Eyes" service – no cost 15-minute sessions with our consulting team to help troubleshoot Laserfiche workflows, business processes, or any other guidance.
3. Complimentary annual Laserfiche system audit.
4. "Training Tuesday" – free bi-weekly training sessions with our Laserfiche Platinum certified trainer.
5. Monthly Newsletter - <https://www.cdi.support/cdi-newsletter>.
6. Complimentary Laserfiche webinars - <https://www.cdi.support/webinars>.
7. Extensive Laserfiche integrations expertise. CDI is Laserfiche's top integration partner - <https://www.cdi.support/laserfiche-integrations>.
8. Extensive Laserfiche YouTube video library full of exciting content - <https://www.youtube.com/user/CitiesDigital/videos>.
9. Complimentary passes to Laserfiche's annual Empower conference.

**Cloud Hosting or Online Backup Options:**

**SERVER HOSTING: ACCEPTED**  **DECLINED** \_\_\_\_\_

- Windows 2019 Server
- 500 GB of storage (\$.50/GB thereafter)
- 1 public IP address (\$10/Mo. thereafter)
- 1 VPN MFA Account (\$5/Mo. thereafter)
- Daily backup services with restoration up to 90 days
- Antivirus
- 12-month term

**Client-Side Firewall Configuration**

Many clients choose to have a secured tunnel to/from their hosted server to their network. This is called an IPsec VPN Tunnel.

What is a secured IPsec VPN Tunnel?

In computing, Internet Protocol Security (IPsec) is a secure network protocol suite that authenticates and encrypts the packets of data sent over an Internet Protocol network. It is used in virtual private networks (VPNs).

IPsec includes protocols for establishing mutual authentication between agents at the beginning of a session and negotiation of cryptographic keys to use during the session. IPsec can protect data flows between a pair of hosts (host-to-host), between a pair of security gateways (network-to-network), or between a security gateway and a host (network-to-host). Internet Protocol security (IPsec) uses cryptographic security services to protect communications over Internet Protocol (IP) networks. IPsec supports network-level peer authentication, data-origin authentication, data integrity, data confidentiality (encryption), and replay protection.

The initial IPv4 suite was developed with few security provisions. As a part of the IPv4 enhancement, IPsec is a layer 3 OSI model or internet layer end-to-end security scheme, while some other Internet security systems in widespread use operate above layer 3, such as Transport Layer Security (TLS) and Secure Shell (SSH), both of which operate at the Application layer. IPsec can automatically secure applications at the IP layer.

**CDI IPSec VPN Config Planning:**

Client endpoint IP: \_\_\_\_\_

Client Firewall Make: \_\_\_\_\_

Are you able to configure NAT for a VPN connection: Yes/No

**Phase 1:**

Authentication Method: Mutual PSK

PSK: \*\*\*\*\* (sent out separately after form submittal)

Encryption Algorithm:

AES 256 bit (settings must match on each side)

Hash Algorithm:

SHA256 (settings must match on each side)

DH Group:

14 (2048 bit)

**Phase 2:**

What client IP or subnet requires access over the tunnel?

\_\_\_\_\_  
\_\_\_\_\_

Encryption Algorithm:

AES 256 bit (settings must match on each side)  
Hash Algorithm:  
SHA256 (settings must match on each side)



**EXHIBIT B: Software Support Policy, “LSAP” (Laserfiche Software Assurance Plan) or “Annual Maintenance”**

The initial purchase of a software system also requires purchasing maintenance for each component. Annual Maintenance is a software assurance program initiated by Cities Digital and required by the manufacturer to ensure that buyers are able to receive regular product updates and basic software support through their value-added reseller. Cities Digital has developed this policy with regard to services that are included with the purchase of Annual Maintenance in order to serve all buyers with access to hotfixes and expert technical support.

**Services included in base LSAP costs:**

- Cities Digital technical support hotline:
  - 855-714-2800
  - [Support@CDI.support](mailto:Support@CDI.support)
  - <https://www.cdi.support/support>
  
- Software updates including hotfixes and new feature releases
- LogMeIn remote support (allows support technicians to access buyer’s computer remotely)
- Customer portal access: Submit & track tickets, view contracts, access videos and documentation
- Annual consulting meeting & strategy session
- Annual software performance audit

**Description of Support Services**




<b>Laserfiche Software Assurance Plan (LSAP)</b>	<p>Fee is based upon software components that have been purchased. The support plan is renewable each year.</p> <p>Seller support is provided as a part of the Laserfiche annual support fee. Technical support is considered assistance with software malfunctions (break/fix) or “bugs.” Technical Support does include assisting buyer with how-to questions and assistance with configuration of the software.</p>
<b>Response Time and Definition</b>	<p>Responses provided within 24 hours of initial report. Most responses and technical troubleshooting will happen within an hour, if not immediately through chat / remote support. Responses consist of diagnosing the problem and if possible, resolving it immediately. If it is not possible to resolve immediately a time will be scheduled to attempt resolution of the problem at the buyer’s convenience.</p> <p>Seller provides a technical support hotline during weekday and non-holiday business hours 8:00 AM to 7:00 PM Central Time. The technical support staff processes assistance telephone calls, emails and remote connections as they arrive. The Support Director assesses difficulty of tasks and assigns cases to the tiered support staff. This process is in place to provide support to our customers based on the impact on their on-going operations.</p> <p>Non-emergency calls for support are typically responded to within one hours (or less). Critical calls (delay in work or loss of data due to system issues) may be responded to immediately. Support calls may be escalated internally to other technicians as needed.</p>
<b>Options for Coverage During Non-Standard Business Hours or “After Hours Support”</b>	<p>Appointments may be scheduled with the Director of Support at <a href="mailto:support@citiesdigital.com">support@citiesdigital.com</a>.</p> <p>After hours support requires a two-week prior notification, unless case of emergency. Upgrades, development, training &amp; other services conducted after hours will be subject to billable rates and availability. Billable rates for buyers with current Laserfiche Software Assurance Plans are \$250/hr before 8:00am and after 7:00pm Central Time and weekends.</p>
<b>Cities Digital Closed on Six Federal Holidays</b>	<p>Cities Digital will be closed New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.</p>

<b>Capability for Remote Diagnostics</b>	A web-based tool for remote diagnostics and support called LogMeIn is utilized. With specific prior written authorization from Buyer an unattended access tool is available for use.
<b>Maintenance Cost for Fixes, Major Releases and Platform Changes</b>	Maintenance that is done over the phone or remote access is included in annual maintenance agreement at no additional cost. Software upgrade packages are available to Buyer at support.laserfiche.com or by request from Support@CitiesDigital.com.  Major and infrequent upgrades referred to as “platform changes” may be subject to a fee. The fee is set by the manufacturer when the platform is released.
<b>Support Escalation Procedures</b>	<ol style="list-style-type: none"> <li>1. Problem is reported, a support case is opened and documented. The case is resolved over the phone or remotely.</li> <li>2. If immediate resolution is not possible, problem is reported to second tier support.</li> <li>3. If there is no existing solution, Cities Digital development will write a script, solution or “work around” to fix the problem. Cities Digital will then implement the solution.</li> </ol> <p>Cities Digital creates technical support cases on behalf of the Buyer with the manufacturer upon diagnosis of the problem if the problem cannot be immediately resolved by Cities Digital.</p>
<b>Tracking Database</b>	All support cases are tracked in a ticketing system. The tracking software assigns incident numbers and the buyer may call and request the status on any support case at any time during work hours or by visiting the client portal.
<b>Third-Party IT Contractors</b>	Buyers that utilize a third-party IT contractor for management of servers and networking should expect their IT contractor to assign remote-access to Cities Digital for installation and configuration. Should unattended access not be permissible third-party IT consultants may need to be present during installation or configuration. Additional configuration pertaining to Buyer’s network IP addresses, network security and access may be necessary from time-to-time. Charges from third-party IT consultants may be assigned. Cities Digital is not responsible for such charges. It is the policy of Cities Digital to copy Buyer on all communication between third-party IT contractors unless explicitly instructed not to.

**Services not included in base LSAP costs, Rates Sheet:**

Technical services, design, configuration	Per hour	\$200
Project management (per hour)	Per hour	\$200
Development, integration and conversion (per hour)	Per hour	\$300
Cancelled Meeting within 24 Hours (1/2 hour/person)	Per hour	\$100 - \$150
Off-hours work, outside normal business hours excluding holidays (per hour)	Per hour	\$300
Encrypted drive shipment – Export/Import (per request)	Per export/import	\$500
Managed Services including configuration of domains, IP addresses, certificates, firewall or SQL	Per hour	\$300
Mileage reimbursement	Per mile	\$.585
Per diem minimum when providing onsite service	Per day	\$250

**Exhibit C: Laserfiche On-Premise Recommended Server Specifications - Server Specifications Does not apply to Laserfiche Cloud**

Laserfiche Web Client Requirements	Laserfiche Server Requirements	Laserfiche Client Requirements
 <p>Thin Client Workstations Forms Audit Trail Web Access Public Portal Mobile Weblink</p>	 <p>Laserfiche Server Advanced Audit Trail Workflow Web Access Weblink Laserfiche Forms Forms Portal Import Agent Public Portal DCC Directory Server Federated Search Web Admin Console Quick Fields</p>	 <p>Thick Client Workstations Laserfiche Client Workflow Designer ScanConnect Snapshot LF Plus Quick Fields Import Agent</p>
<b>Laserfiche Web Client Requirements</b>		

Minimum Web Server Requirements	Recommended Web Server Requirements
<p><b>Recommended:</b>  <b>CPU:</b> 2 GHz or faster processor  <b>Memory:</b> 4 GB RAM  <b>Operating system:</b> Windows Server 2012, Windows 8.1, Windows Server 2012 R2, Windows 10, Windows Server 2016, Windows Server 2019</p> <ul style="list-style-type: none"> <li>Internet Information Services (IIS): IIS 8 or later.</li> <li>.NET 4.8 is required. The ASPNET component corresponding to your .NET version should also be installed in IIS.</li> <li>Ensure the Windows Authentication feature in IIS is enabled.</li> </ul> <p><small>Note: Server operating systems (Windows Server 2008 R2, etc.) are preferred</small></p>	<p><b>Recommended:</b>  <b>CPU:</b> 2.8 GHz or faster processor  <b>Memory:</b> 8 GB RAM  <b>Operating system:</b> Windows Server 2012 or later, x64 only</p> <ul style="list-style-type: none"> <li>Internet Information Services (IIS): IIS 8 or later.</li> <li>.NET 4.8 is required. The ASPNET component corresponding to your .NET version should also be installed in IIS.</li> <li>Ensure the Windows Authentication feature in IIS is enabled.</li> </ul> <p><small>Note: Hardware requirements may fluctuate based on the number of users logged in to the server. If you expect to have many simultaneous connections to your Laserfiche web server, we encourage you to configure it with a faster CPU and/or add more RAM.</small></p> <p><small>Note: Serving high-resolution images can require large amounts of system resources. If your repository contains high-resolution images, make sure that the total paging file size on the Laserfiche web server is at least twice the amount of physical memory (RAM).</small></p>

**Web Client Workstations**

The web client is supported on Chrome, Microsoft Edge (Chromium), Firefox, and Safari for iOS.

**Laserfiche Server Requirements**

**Minimum Laserfiche Server Requirements**

**Processor Type (CPU):** Intel or AMD x64 Processor at 1.8 GHz; 64-bit Windows operating system  
**Memory:** 2 GB RAM  
**Operating system:** Windows Server 2012, Windows 8.1, Windows Server 2012 R2, Windows 10, Windows Server 2016, Windows Server 2019

Note: The Laserfiche Server is only supported on x64 versions of your Windows operating system. In addition, production implementations of the Laserfiche Server should be installed on Windows Server operating systems; non-server operating systems are supported for testing and demonstration purposes.

**Database engine:** Microsoft SQL Server 2014 Service Pack 3, Microsoft SQL Server 2016 Service Pack 2, Microsoft SQL Server 2017, Microsoft SQL Server 2019

Note: Express editions of the above Microsoft SQL Server versions are supported, but are only suitable for repositories of fewer than one million pages and five or fewer simultaneously-connected users. Larger or more frequently-accessed repositories will see significant performance issues when using Microsoft SQL Server Express.

**Recommended Laserfiche Server Requirements**

**Recommended:**  
**Processor Type (CPU):** Intel or AMD x64 Processor at 2.0 GHz or faster; 64-bit Windows operating system  
**Operating system:** Windows Server 2012 or later, x64 editions only  
**Database engine:** Microsoft SQL Server 2014 Service Pack 3 or later

Note: If the Laserfiche Server and Laserfiche Full-Text Indexing and Search Service will be installed on the same computer, a quad core CPU and 8 GB of RAM are recommended.

**Laserfiche Client Requirements**

**Minimum Laserfiche Client Requirements**

**Processor Type (CPU):** Intel or AMD x64 Processor at 1.8 GHz; 64-bit Windows operating system  
**Memory:** 2 GB RAM  
**Operating system:** Windows 8.1, Windows Server 2012 R2, Windows 10, Windows Server 2016, Windows Server 2019

## Exhibit D: End User License Agreements

### EXHIBIT D: End User License Agreement or "EULA"

The licensing agreements listed below pertain to Microsoft and Laserfiche. The Microsoft licensing pertains to use of hosting services from Cities Digital. Should clients not be utilizing hosting services the following eight points should not be considered applicable.

#### MICROSOFT SOFTWARE LICENSING AGREEMENT or "EULA"

Buyer agrees to accept the following conditions related to Software Licensing:

1. This Agreement is binding in all applicable jurisdictions.

2. Buyer is prohibited from reverse engineering, decompiling, or disassembling the Products, except to the extent that such activity is expressly permitted by applicable law.

3. Microsoft or its suppliers are hereby indemnified for any damages, whether direct, indirect, or consequential, arising from the Software Services.

4. Seller or a third party on Buyer's behalf (and not Microsoft or its suppliers) will provide technical support for the Cloud Server.

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