



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

To: Mayor and Council

From: Ginger LePage, IT Manager

Date: 9/13/2021

Subject: Discussion for OnBase Migration to Cloud

Background:

Historically, most applications were housed via on-premises servers due to cost, technological limitations, security reasons, and lack of other options. More recently, migrating applications to a Software as a Service (SAAS), or Cloud Hosted option, is preferable. There are many benefits to switching to SAAS including: limiting capital budget needs, minimizing needs of IT Staff time and efforts, scalability, backups, connectivity, and (in most cases) security. The cost to migrate Hyland software to the Cloud-hosted environment is \$34,000.00 (which includes training classes for 2 System Administrators and 2 additional modules that Dunwoody does not currently have access to and a \$21,800 discount) with a new annual rate of \$38,000.00 - a \$15,000.00 increase over current rate. The migration fees and difference for this year can be covered under CARES II funding.

Additional Information:

- Limiting the Capital Budget needs: with SAAS, there is no longer a need to purchase large host servers, storage servers, Hard Drives for additional space, or Operating Systems. There would no longer be a need to plan for upgrades to software and hardware.
- Minimizing needs of IT Staff time and efforts: with SAAS, the IT staff no longer must spend time managing security, storage needs, servers, databases, upgrades, connectivity, and disaster planning.
- Scalability: with SAAS, the application is no longer limited by the on-premises environment. There is no more concern about server constraints, licensing, and storage limitations.
- Backups, Connectivity, and Security: with SAAS, all of these major considerations become the responsibility of the Vendor. There is no more need for VPN to access the application, Veeam to back up the databases, and the Vendor is fully responsible for ensuring security. The Dunwoody Security team has been given the appropriate security information from Hyland to review.



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Recommended Action:

Recommendation to approve the following contract(s): Hyland Hosting Agreement, at a cost of \$34,000.00 to migrate, configure, and train; and difference for the first-year annual cost of \$15,000.00. Recommendation is to use CARES II funding for the migration and difference between on premises and cloud for the first-year cost at a total of \$49,000.00 with the City General Fund to pick up the cost in subsequent years (\$38,000).



CITY OF DUNWOODY, GA

HYLAND CLOUD MIGRATION PRICING SUMMARY – REF QUOTE Q-200084

Goal of Proposal:

This proposal will aid Dunwoody and their IT initiatives of insuring that their core solutions are properly managed, secure, and supported. OnBase is critical to day to day functions of the City and by migrating to the Cloud, Hyland will assume responsibility for managing the infrastructure and upgrading the solution.

Current Challenges:

- Lost prior system admin, current team has not taken OnBase training
- Due to lack of training, unable to self upgrade, manage, and deploy solution without investment in Hyland services.
- Outdated versions subject to extended support fee (15% increase of existing maintenance)

Hyland Cloud Benefits:

- Annual Upgrades included
- High Availability & Disaster Recovery
- Software is installed and the hardware is managed by OnBase Experts
- Compliance – SOC1 and 3 or SOC2, ISO 27001, GDPR, NIST, PCI, HIPAA and more.
- Security – 24/7 monitoring, physical and digital security, penetration testing, and vulnerability scans

Additional Incentives

- Including Training at No Additional Cost
 - Sys Admin
 - 1 year of eLearning Premium Training Subscription
- 78% SAAS Discount Included & 39% Services Discount Included

Project Pricing: (valid through September August 31th, 2021)

	Description	Price
Annual Costs:		
	SAAS – Year 1	\$38,000
	SAAS – Year 2	\$38,000
	SAAS – Year 3	\$38,000
One-time Costs:		
	Services	\$34,000
	Training – Costs Waived	\$0
Year 1 Project Cost		\$72,000



PROFESSIONAL SERVICES PROPOSAL

City of Dunwoody

Document Version: 1

Document Date: 21 Jul 2021

THIS PROPOSAL WILL EXPIRE **90**
DAYS FROM THE ABOVE DATE
UNLESS SIGNED BY BOTH PARTIES.

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The information contained in this document is confidential and proprietary to Hyland Software Inc. and its affiliates. It is provided solely for the use of City of Dunwoody to describe the approach and work being proposed. This information may not be used for any other purpose and may not be further distributed. Any recipient of this document who is unwilling to agree to these conditions should return the document to Hyland Software Inc. and its affiliates without reviewing the contents or making further distribution. Review of this document shall constitute agreement to the restrictions stated above.

RFS# 40493550 (a Hyland internal request tracking number)

Packet page:...

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INTRODUCTION

The purpose of this document ("Services Proposal") is to define the goals, scope, fees and other important details supporting the delivery of Professional Services for one or more projects defined in the Project Areas section.

PROPOSAL TERMS & USAGE

Hyland Software Inc. ("Hyland") is pleased to provide the following estimate for professional services related to the use of the OnBase® Information Management System software ("Software") for City of Dunwoody ("Customer") as described in the Project Areas section of this document.

The content of this Services Proposal is subject to review and revision by both Hyland and Customer until fully executed by both parties.

Upon execution of this Services Proposal, the Hyland project manager or designated resource will contact Customer project team to discuss project logistics and potential start dates. At this time, Hyland resource availability will be reviewed and presented to Customer. Start times can vary based on existing work volumes. The project(s) will begin upon a mutually agreed upon date as soon as resource availability and Customer availability allow. Once the project start date has been determined, resources will be assigned and scheduled to begin delivery of the services described in this Services Proposal.

Services described in this Services Proposal will be provided in accordance with the terms of the applicable services contract between the parties within which this Services Proposal is incorporated. Such services contract may be a stand-alone services agreement or may be included within the agreement under which Customer licenses software from Hyland, such as a Master Software License, Services and Support Agreement, Hosting Agreement, Subscription Agreement or Framework Agreement. If such services contract provides that services will be provided under a Statement of Work, this Services Proposal shall be considered the Statement of Work. All terms of any purchase order or similar document provided by Customer including but not limited to any Customer pre-printed terms and any terms that are inconsistent or conflict with this Services Proposal shall be null and void.

Please note that some of the resources assigned to perform the Services may be employees of Hyland Software, Inc.'s subsidiaries located in other countries.

After execution, all changes to this Services Proposal will follow the Project Change Control Process. All changes must be made to this Services Proposal through an authorized Change Order unless otherwise agreed to in writing by both Hyland and Customer.

PROJECT AREAS

Hyland will provide the following Professional Services described within this Services Proposal:

Project 1 – Services for Migration to Hyland GCS Hosted Environment

Scope

Hyland will provide Professional Services to Customer related to the migration of Customer's current Software environments, solutions, and corresponding content to the Hyland Global Cloud Service (GCS) hosted environment, including:

1. The following environments:
 - A. Production.
2. Support for an upgrade of the following Hyland products:
 - A. OnBase.

The project will begin with a review and planning phase to include a migration workshop. Once completed, Hyland will build the hosted environments. As part of the implementation phase, Hyland will make the necessary changes to the Software to properly operate in the hosted environments. Areas of focus for changes shall be limited to environmental-related connections and configurations, or products/modules, functionality, and integrations which require changes due to a move from a premise-based solution to the GCS hosted environment.

Upon the completion of installation/upgrade, migration/changes, and testing/validation by Hyland within the initial Software environment, User Testing (UT) by the Customer may begin. Hyland will provide testing support during this time. Upon completion of the testing period for the initial environment, Hyland will follow the same process to create, migrate and test additional environments. Once all environments have been tested, Hyland will work with Customer to finalize the production cutover/go-live plan and responsibilities.

The cutover/go-live phase will include the migration of delta content, as well as a production database backup. Once the restoration of all data is complete and all necessary configuration changes are made, Hyland will provide support as Customer performs final testing and validation tasks. Upon completion of final testing, Customer will go live in the hosted environment. Following go-live support, Hyland will provide a period of stabilization support. Support will include weekly calls to discuss open issues or concerns, and coordination with Customer to address any mutually agreed upon changes or updates.

See below for a recap of the general project activities:

1. Project initiation and kick-off;
2. Migration workshop including discovery sessions for environmental/solution review, gathering of requirements for the hosted environments and any solution changes, and drafting of the migration plan;
3. Creation of documentation and review of the materials with Customer in order to obtain mutual agreement prior to implementation;
4. Migration of initial data (e.g. database and file storage documents);
5. Implementation of Hyland hosted environment(s):
 - A. Environment build and solution configuration;
 - B. Security and authentication;
 - C. Functional testing;
 - D. Deployment testing; and

- E. Administrative training.
- 6. User Testing (UT) support;
- 7. Migration of delta data;
- 8. Production cut-over and go live support;
- 9. Solution stabilization support.

The services will include the following changes/updates and related activities:

1. General/environmental (either directly by Services or in support of GCS efforts):
 - A. Directory paths for content storage (i.e., disk groups, OSMs);
 - B. Processing paths for modules or other means to access data;
 - C. Paths, URL's, data sources, etc. within script configuration of Software;
 - D. File location references within electronic/HTML forms;
 - E. Re/configuration of scheduled tasks or timers;
 - F. Module modifications as needed to include:
 - I. Ad-hoc Scanning;
 - II. Agenda Media;
 - III. Agenda To Go;
 - IV. Application Enabler;
 - V. Document Import Processor;
 - VI. EDM Services;
 - VII. Full-Text Indexing Server for Autonomy IDOL;
 - VIII. Full-Text Search;
 - IX. Local Government Integration for Microsoft Outlook;
 - X. OnBase Agenda;
 - XI. Public Sector Constituency Web Access; and
 - XII. Virtual Print Driver
 - G. Review of current solution to include the following:
 - I. Import processes to include:
 1. Ten (10) Document Import Processes (DIP);
 - II. One (1) Lifecycles/Workflow Solutions for agenda management;
 - H. Encryption of disk groups and keywords;
 - I. User security and authentication with Hyland IdP or 3rd party SSO; and
 - J. Security administration.
2. Solution Modifications:
 - A. None.
3. New products:
 - A. Full-Text Search (in replacement of Autonomy IDOL):
 - i. Migrate the existing Autonomy IDOL catalogs to Full-Text Search catalogs; and
 - ii. System administrator training on the general configuration and use of Full-Text Search.

Assumptions

This project is based upon the below assumptions being true. If for some reason these assumptions prove to be false, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver:

Project/Services Assumptions

1. All services will be provided remotely;
2. Hyland will utilize a copy of the production environment to create the non-production environment(s);

3. Customer understands a “freeze” to configuration changes will be necessary once the migration project begins, aside from any changes deemed critical to the ongoing use of the on premise production solution;
4. A migration checklist will be utilized to track activities and the respective responsible parties. The checklist will be created as a result of discovery sessions and the initial migration, and updated as necessary for use during the migration of subsequent environments;
5. Hyland GCS will create the hosted environments (including any installation/upgrade work) and migrate the solutions as is, updating the environmental-related connections and configurations with the help of Hyland Professional Services as necessary;
6. Hyland Professional Services will provide general support for the migration, the changes or configuration specified in scope, and general solution testing/validation;
7. Hyland Professional Services support for Customer User Testing (UT) will not exceed a period of two (2) weeks for each environment;
8. Changes requested for an environment after the testing period has been completed may require additional time/budget and a Change Order;
9. Project cutover and go live will each be a one (1) time event, and Customer will go live for all environments at the same time;
10. Hyland Professional Services support for Customer go-live will not exceed a period of one (1) week;
11. Following go-live support, Hyland Professional Services will provide stabilization support over a period of four (4) weeks; and
12. Following stabilization support, the project will be closed and support for the solution will be transitioned from the Professional Services team to the Hyland Technical Support team. Customer may then report issues through the standard Technical Support procedures.

Solution Assumptions

1. Customer is currently or will be using Microsoft SQL Server as the database platform at the time of project engagement;
2. Customer is currently using Software version 17;
3. Customer’s solution will be upgraded to the latest commercially available version of the Software as part of the migration activities performed by Hyland GCS;
4. Any inconsistencies found within the database during upgrade/migration that require resolution may necessitate a Change Order;
5. Customer understands that some aspects of how the solution works, integrates with third party systems, or internal business processes and procedures may need to change as a result of moving from an on premise to hosted environment;
6. Customer understands that any direct database connections, lookups or integrations will need to be modified as these will not be possible within the hosted environment;
7. Software products (e.g., modules, agents, components) the Customer may currently be licensed for that have reached an end-of-life state will also be reviewed during the migration workshop. Should a product be deprecated or at end-of-life, services shall include the installation, setup, testing, and training on the new product as specified in scope:
 - A. Customer may be required to purchase replacement Software products in order for installation services to be provided;
 - B. Customer understands that when products are replaced, the use, functionality, and features of the new products may differ from deprecated or end of life products; and
 - C. Hyland will provide best practice recommendations on any required solution re-designs which may be necessary due to products changes. Customer is

- responsible for all solution design and/or configuration changes related to new products.
- 8. The following products within the Customer environment are currently known to have reached end-of-life or been (or will be) deprecated:
 - A. Full-Text Indexing for Autonomy IDOL
- 9. Customer's solution does not or will not include any of the following, post-migration:
 - A. Direct database connections to third party systems;
 - B. Direct access to the database for the purposes of reporting or other needs;
 - C. Database customizations;
 - D. Custom development;
 - E. Custom scripts;
 - F. Custom integrations;
 - G. Reporting solutions; and
 - H. Deprecated products.
- 10. All referenced URLs called by the Software within the hosted environments must be exposed and secured with SSL;
- 11. Any import files needed for the solution will be transferred to the hosted environments via an incoming SFTP location; and
- 12. Any export files produced by the solution will be placed by Software to an outgoing SFTP location.

Customer Responsibilities

To facilitate Hyland's execution of the Professional Services, Customer agrees, at a minimum, to the following migration-specific obligations. The parties acknowledge and agree that failure to meet the responsibilities noted will likely affect project duration, cost and/or quality in the execution and completion of Professional Services.

- 1. Make available solution administrator and business process experts that will ensure all components of the existing on premise solution are identified during the migration workshop;
- 2. Deliver all databases, disk groups/OSMs, and other requested files/folders (e.g. HTML forms or files, web.config files, inserver directories, etc.) by the agreed-upon dates during each migration/testing phase and production cut-over in order to maintain the project timeline:
 - A. Each database backup should be:
 - i. Taken just following the disk group promote so that the database backup matches the disk groups; and
 - ii. Provided in Microsoft SQL Server.
 - B. Each backup will be restored in the hosted environment to create the hosted solutions; and
 - C. All files should be clean, virus free, and organized in the same way they exist in the on premise environment, meaning that they should retain their folder structure.
- 3. If using a copy of production to create non-production environment(s), promote any necessary configuration or development from the on premise non-production environment(s) to the on premise production environment prior to the engagement, or it will be unavailable in the hosted solution;
- 4. If using full-text indexing, identify the existing full-text catalog as part of the content migration;
- 5. Provide all content via SFTP or a Hyland-provided NAS device:
 - A. If a NAS device is necessary, Customer is required to connect the device within their network: and

- B. Regardless of method, Customer understands Hyland will need the necessary access to any data being migrated and will assist in the process of setup and copy of data.
- 6. Supply any local on premise hardware required for the project (i.e. HL7 Message Engine Server);
- 7. Install, configure, troubleshoot, and maintain any third party SSO, including both the Service Provider and Identity Provider;
- 8. Implement any required changes to third party systems with which the Software integrates;
- 9. Implement any required changes to solutions as a result of deprecated Software products;
- 10. Expose and secure with SSL, any URLs required to be called by the Software;
- 11. Place regularly used solution import files in the provided incoming SFTP location for upload to Software (both during the migration and for ongoing use of the solution);
- 12. Retrieve regularly used export files from the provided outgoing SFTP location for upload to other systems or for other internal uses (both during the migration and for ongoing use of the solution);
- 13. Complete thorough User Testing (UT) including end-to-end testing and validation that all solutions are fully functioning as expected within the new environments (and upgraded version of the Software, if applicable). The following may require particular consideration:
 - A. Scanning, import, and capture methods;
 - B. Electronic forms;
 - C. All business functions and exceptions;
 - D. Any re-configured or re-designed solution components (e.g., integrations);
 - E. New modules (if implemented); and
 - F. Security/access.
- 14. Upon the production cut-over:
 - A. Coordinate a mutually agreeable shutdown date and time of the on premise production environment and notify users of the system downtime;
 - B. Stop all work in the on premise production environment to ensure transactions are not missed in the hosted environment;
 - C. Should on premise changes or work be critical, first discuss them with Hyland, and then document and communicate all changes made; and
 - D. After full shutdown, perform a full backup and provide (typically via SFTP) a final production database backup and copy of the last promoted delta disk group volumes.
- 15. Deploy Software clients to end users:
 - A. Hyland will work with Customer to determine the best method for Customer to distribute/upgrade Software client for end users; and
 - B. Hyland will support testing of deployment on an initial two (2) machines.
- 16. Create solution training guides/documentation; and
- 17. Deliver end user training as needed.

Exclusions

The following items are considered out of scope for this engagement:

- 1. Changes by Hyland to Customer's existing solution/design;
- 2. Implementation or support for the following:
 - A. More than one (1) upgrade from current version of Software;
 - B. Software solution updates related to newly available functionality in the upgraded version of the Software;
 - C. New Software solutions for the purposes of business processing or management;
 - D. New Software products other than those listed in scope;
 - E. Software updates to account for functionality of deprecated modules;
 - F. Solution updates to account for functionality of deprecated modules;

- G. Custom scripting, development, or integrations;
- H. Reporting functionality, including replacements to current reporting functionality:
 - i. A number of options exist to replace reporting functionality including new Software modules, Professional Services to create custom reports, or hosted offerings. If Customer or solution require new or different reporting functionality, additional discussion is required to identify and provide pricing for the desired option.
- 3. Solution training guides/documentation and end user training; and
- 4. Solution assessment or health check.

Required Resources

Resources
Project Manager
Technical Consultant

For details about the required resources, please review Appendix 1.

Deliverables

Deliverable
Project Charter
Project Plan
Project Status Report
Cloud Migration Strategy Document

For details about the deliverables, please review Appendix 2.

KEY ASSUMPTIONS

The following are key assumptions that impact the success of the solution, and are applicable to all Project Areas within this Services Proposal:

1. Hyland Global Cloud Services (GCS) will provision and maintain the Software non-production and production environments required for the solution(s) within the primary Hyland GCS data center hosting the solution, in accordance with the terms of the current Master Software License, Services and Support Agreement, Hosting Agreement or Subscription Agreement in place between Hyland and Customer:
 - A. The hosted Software environment(s) will leverage the latest commercially available version of Software; and
 - B. Subsequent Software upgrades will be completed by GCS upon Customer request.
2. Project start date(s) are subject to a mutually agreed upon schedule after execution of contract;
3. Professional Services will be delivered utilizing Hyland's standard implementation methodology;
4. Professional Services will be provided remotely from Hyland offices:
 - A. When providing remote services, Hyland and Customer will discuss generally acceptable working hours and take into consideration time zone differences. Issues deemed as non-critical will only be addressed during normal business hours.
5. Upon mutual agreement between Hyland and Customer, the Cloud Migration Strategy Document replaces any previous form of scope or solution proposal and becomes the then current project scope. Any changes to the scope per the Cloud Migration Strategy Document may require review and re-estimation of the work effort, timeline, and pricing to deliver, and, based on such review and re-estimation, Hyland will determine whether the Project Change Control Process is required;
6. Each project is intended to be implemented in a timeframe of contiguous weeks. Scheduling delays that impact the project timeline will result in changes to project costs;
7. Each deliverable created will use Hyland's standard deliverable templates. Customer requested changes to deliverable templates may increase project costs or introduce timeline delays; and
8. If necessary after execution, this Services Proposal or corresponding agreement can be adjusted in scope, or a new agreement issued, following the Project Change Control Process.

CUSTOMER OBLIGATIONS

To facilitate Hyland's execution of the Professional Services, Customer agrees, at a minimum, to the following obligations. The parties acknowledge and agree that failure to meet the responsibilities noted will likely affect project duration, cost and/or quality in the execution and completion of Professional Services.

Project Personnel

1. Customer will assign a project sponsor, who will be actively involved in the project(s) and is the final escalation point for all issues and decisions:
 - A. The project sponsor will also ensure that the appropriate Customer personnel are assigned and made available to execute the project(s) successfully.
2. Customer will assign a project manager, who will act as a single point of contact for the Hyland project team and whose responsibilities include, but are not limited to, the following:
 - A. Managing all customer obligations as defined within this Services Proposal; and
 - B. Coordinating all key departmental decision makers, technical experts, subject matter experts, end user representatives, third party software application resources and project sponsorship.
3. Customer will designate a Software administrator who will undergo or has undergone any applicable Software training recommended in order to participate actively throughout the project(s) and support all Software environments and solutions:
 - A. Software training course(s) (if recommended) are provided separately from this Services Proposal by the Hyland Account Manager.
4. Customer will engage the appropriate business process owners to the project(s), as well as subject matter experts, who are thoroughly knowledgeable about the current business practices in their respective areas and who are capable of performing their assigned project roles:
 - A. Business process owners and subject matter experts will be required to attend and contribute to all project meetings to which they have been invited for the duration of the project(s).
5. Customer will provide Information Services (IS)/Information Technology (IT) representative(s) to assist with the migration;
6. Customer will provide trained technical team member(s) to assist in supporting and maintaining all aspects of the on-premise hardware, network, and/or database maintenance plans throughout the project(s);
7. Customer will provide vendor resources, interface specialists, technical experts, and/or subject matter experts deemed necessary for third party system(s) with which Software will integrate or from which content will be migrated;
8. Customer will make reasonable efforts to maintain consistent resources throughout the project(s):
 - A. Any anticipated changes to the core team must be communicated in writing within five (5) business days; and
 - B. If the change is due to illness or termination of the core team member, the change must be communicated as soon as possible.

Project Management

1. Customer will review the remaining work effort with the Hyland project team throughout the project(s). If, at any time, the number of hours required to complete a project phase exceeds the number of hours estimated by the project teams for that phase, then Hyland will incorporate the Project Change Control Process prior to exceeding the budgeted number of hours;
2. Customer will review all deliverables in accordance to the agreed upon plan. Failure to respond where needed within the designated timelines may result in project delays, loss of resources, and incorporation of the Project Change Control Process;
3. Customer will execute timely decision-making, completion of all deliverables and action items and resolution of issues throughout the course of the project(s); and
4. Customer will arrange for physical workspace and tools (work desks, networked computers, meeting rooms, training rooms, conference phones, whiteboards, etc.) for duration of the project(s) to accommodate scheduled onsite and remote activities as dictated by Customer's reasonable security measures.

Software Installation, Access, Integrations and Deployment

1. Customer will ensure all on-premise hardware is in place and made ready as dictated by the implementation schedule. This includes full, independent access to all environments in which Hyland is required to work including environments required for migrations or integrations, or multiple development, testing and production environments for Software:
 - A. Local and remote VPN access must be provided to applicable Hyland resources through the use of dedicated user account(s) with appropriate privileges to the Software and/or relevant third party applications; and
 - B. Access must be provided prior to Hyland's arrival at Customer facilities and/or project discovery sessions.
2. Customer has a properly setup environment in accordance with Hyland's prerequisites. Setup consists of the installation, configuration and administration of, but not limited to, all hardware and operating systems, database instance(s), networking and required third party software;
3. Customer has proper setup of on-premise networking and required third party software environment(s) in accordance with Hyland's prerequisites;
4. Customer will provide all necessary components including, but not limited to, power, lighting, network connections/rights and environmental controls deemed necessary for the proper functioning of and access to the system;
5. Customer will manage setup, execution, and validation of database maintenance plan(s) for each on-premise Software instance;
6. Customer will perform routine, scheduled backups and maintain disaster recovery and contingency plans for each on-premise Software instance;
7. Customer will manage third party application setup (i.e. installation, configuration), testing, training, and go-live support related to integration(s) with Software;
8. Customer will package and deploy all Software clients, unless otherwise defined within this Services Proposal; and
9. Customer will deploy all supporting Software client hardware (e.g. scanner, signature device) and related third party software (e.g. drivers, licenses) required for the Software solution.

Testing/Training

1. Customer will manage the deployment of Software testing/training workstation(s) (e.g. PC and scanner) including the installation of all necessary software/clients, unless otherwise defined within this Services Proposal;

2. Customer will prepare and supply the necessary testing/training resources including, but not limited to, the following:
 - A. Sample, production-like, content;
 - B. Electronic feeds; and
 - C. Paper documents.
3. Customer will secure training room(s) ensuring that all resources participating will have the proper workstations and materials, as set forth by the Hyland project team:
 - A. If these provisions are not met, Hyland has the right to cancel and reschedule training.
4. Customer will create, maintain, and execute test plans and cases, as well as track and report testing results during the testing cycle(s); and
5. Customer will train end users on the use of the Software.

PROJECT CHANGE CONTROL PROCESS

Requested changes to this Services Proposal will be managed using the Project Change Control Process outlined below.

If any party believes that a change to this Services Proposal is warranted, the party shall issue a Change Request in writing. The Hyland and Customer project teams will review the Change Request, determine the impact, and agree to the change(s). Once the change(s) are agreed upon, Hyland will provide a formal Change Order to Customer outlining the change in Professional Services, the impact on hours, resources, timeline and/or cost.

Customer and Hyland will fully execute the Change Order prior to the requested changes taking effect. Customer and Hyland acknowledge that this may affect Professional Services, timelines and deliverables, and therefore will make reasonable efforts to execute any changes to this Services Proposal with enough lead-time to minimize the influence on the project.

If the parties cannot agree upon the need or content for any Change Order, the revised or additional Professional Services shall not be performed.

PRICING

Customer acknowledges that the Professional Services pricing is based solely on the information provided to Hyland and referenced in the above Project Areas.

Project	Billing Type	Cost (USD)
Project 1 – Services for Migration to Hyland GCS Hosted Environment	Fixed Fee	\$55,800.00
Expires 12/31/2021	Flat Discount	(\$21,800.00)
	Total	\$34,000.00

Payment Milestones			
The costs for the above project(s) represent fixed price Professional Services. Payment milestones for the engagement(s) will be invoiced as listed below.			
Milestone	Description	% of Total	Amount
Project 1 – Services for Migration to Hyland GCS Hosted Environment			
1	Project Initiation	25%	\$8,500.00
2	Delivery of Cloud Migration Strategy Document	25%	\$8,500.00
3	Upon Production Cut-over Date	50%	\$17,000.00
	Total	100%	\$34,000.00

Pricing Assumptions

The pricing was created using the following assumptions:

1. The above cost includes Professional Services fees anticipated to complete the project(s) successfully;
2. The above cost reflects a one-time, twenty-one thousand eight hundred (\$21,800.00) flat discount of against Hyland fixed fee Professional Services, that expires December 31, 2021; and
3. The fixed fee was determined based on information provided to Hyland by Customer and assumptions developed by the parties based upon that information. In the event that (a) any such information is inaccurate or necessary information was not provided to Hyland, (b) Customer fails to fulfill its obligations during this Contract, or (c) reasonably unforeseen technical or system limitations exist or arise, and any of such causes materially and adversely affect the performance of the Professional Services, this fixed fee shall be adjusted equitably to reflect the impacts of such circumstances following the Project Change Control Process.

SIGNATURES

City of Dunwoody

Hyland Software, Inc.

By :

By :

Name : (Print)

Name : (Print)

Title :

Title :

Date :

Date :

Purchase Order #: _____

(Invoices issued hereunder may not reflect a PO number if this field is not completed)

APPENDIX 1 – RESOURCE DESCRIPTIONS

The following table provides an overview of the Hyland Global Services resource types and their corresponding responsibilities. Please reference the specific Project Areas for a listing of the required resources.

Resource Type	Responsibilities
Advanced Capture Consultant	Provides expertise on capture solutions.
Documents business process requirements, configures capture solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	
Business Consultant	Provides expertise on Workflow and Case Management solutions.
Documents business process requirements, configures solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	
Conversion Consultant	Provides expertise on the conversion process.
Drives conversations with Customer on best practices and ultimately assists in defining the conversion process to be utilized to meet Customer conversion requirements.	
Database Engineer	Provides expertise related to the Software database.
Makes recommendations on best practices, maintenance plans and disaster recovery considerations.	
Enterprise Consultant	Provides long-term business planning and analysis to expand and support Customer's Software solution.
Develops strategies and roll out recommendations based on Customer needs resulting from enterprise assessments and coaching. Acts as a program manager for individual projects within an organization to ensure Customer remains educated on Software capabilities and additional opportunities.	
Infrastructure Analyst	Provides consulting on the initial setup or review of hardware infrastructure impacting the Software solution.
Drives conversations with Customer technical teams focusing on the network, server, database, and storage level of the Software solution as well as reviews integration components that may affect overall performance.	
Integration Engineer	Provides expertise on integrations and API development.
Supports and mentors Customer on the creation of web service integrations. Develops custom scripts and pre- and post-processors within Software to meet specialized Customer needs. Documents business requirements, develops solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	
Principal Consultant	Provides deep Software expertise to advise Hyland and Customer implementation teams on best practices throughout an engagement.
Guides discovery sessions and takes technical ownership of solution requirements and design.	
Program Manager	Establishes relationships with key stakeholders to regularly examine business needs against Customer's vision, strategies and goals.
Focuses on managing and optimizing Hyland project resources to minimize resource rotation. Develops metrics and reports regularly on steady state solutions and in-flight projects, assuring delivery of desired business value. Provides a single point of focus for all escalations.	

Project Manager	Provides project management expertise and is the initial point of project escalation.
Manages project initiation, develops the project charter and plan, and coordinates schedules and resources. Tracks burn down rates, project/solution issues, scope creep and impact, generating change orders as needed.	
Technical Consultant	Provides expertise on Software installation and module configuration.
Documents business requirements, installs and configures solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	

APPENDIX 2 – DELIVERABLE DESCRIPTIONS

The following table provides an overview of the Hyland project deliverables. Please reference the specific Project Areas for a listing of the applicable deliverables.

Deliverable	Description
Project Charter	Provides a preliminary delineation of roles and responsibilities, outlines project objectives, identifies key stakeholders and defines the authority of the project charter.
Delivered within the initiation phase.	
Includes the agreed upon scope, objectives and participants in the project.	
Project Plan	Defines the projected schedule of project events from initiation through closure.
Delivered within the initiation/discovery phase and updated throughout the project.	
Includes the activities, deliverables, assignments and dates required to complete the project.	
Project Status Report	Provides an overview of project health and important related details.
Delivered after initiation and then regularly throughout the project in a frequency to be determined by the Hyland and Customer Project Managers (e.g., bi-weekly).	
Includes details about the project health, financials (budgeted vs. actuals), critical action items, upcoming key activities, outstanding deliverables, change requests and notable issues/risks.	
Each updated report requires a shared review with Customer and Customer verification for accuracy.	
Cloud Migration Strategy Document	Provides overall approach for the migration to the cloud.
Delivered after the discovery sessions with Customer.	
Includes details into the required steps and strategy to migrate Customer's Hyland software solution. This document will also include updates required to any integration points within the solution and environment.	

*** END OF DOCUMENT ***

Hyland

GLOBAL TRAVEL AND EXPENSE (T&E) POLICY

Document Statement & Scope

This policy is intended to provide global guidelines applicable to the payment of actual business and travel expenses incurred by Company employees. The Company is defined as Hyland Software, Inc., its affiliates and subsidiaries.

POLICY REQUIREMENTS

It is the policy of the Company to pay for all legitimate and approved business related expenses incurred by employees, and authorized non-employees, while carrying out Company business.

COMPANY ONLINE SYSTEM (COS) AND TRAVEL MANAGEMENT COMPANY (TMC)

All Company employees must use the designated Company Online System (COS) to book all authorized travel, including air, hotels and car rentals due to the significant cost benefit over a direct call to the Travel Management Company (TMC).

TRAVEL

Travel Payment

The Company has a managed Company Card for all business and business travel related expenses. The designated Company Card is the primary and approved method of payment for all travel and business expenses with the exception of out-of-pocket expenses, such as mileage, or in limited instances where the Company Card is not accepted.

Lowest Logical Cost & Preferred Vendors.

Employees must always select the lowest logical cost option offered. Employees should support the Company designated preferred suppliers whenever possible. Employees must consider using alternate methods of transport and consider alternative dates/times/schedules in order to adhere to the Company's objective of lowest cost offered if it makes good business sense.

Personal Travel

Personal, leisure or non-employee travel not hosted by the Company should not be booked

through COS or TMC and is not reimbursable. Employees may extend a business trip for personal purposes, provided the trip cost does not exceed the anticipated cost of the business portion of the trip alone. In such instances, the employee should include sufficient documentation evidencing the cost analysis performed, and must personally pay for any additional costs incurred due to extending the trip.

International Travel Advisories

Employees should not authorize travel or travel to any location or country where the Company or government officials have issued a travel advisory not to travel. Travel advisories are posted on the COS and travel.state.gov

Frequent Flyer/Guest Programs

Employees may retain frequent flyer/guest program benefits. However, these benefits must not be the primary consideration when selecting and booking travel arrangements over lower cost options offered that meet the business objectives. Employees must not book travel or incur expenses for others with the intent of accumulating program benefits.

Upgrades for Travel

- a. Class of Service Upgrades/Early Boarding/Priority Boarding/Seat Upgrade Fees are personal expenses.
- b. The Company does not reimburse for airline club membership or day passes to airline clubs.
- c. Hotel room upgrades are not reimbursable.

AIRFARE

Advance Purchase

Whenever possible and only when travel is certain, employees should book airline travel at least 14 days in advance to ensure the greatest savings to the Company.

Airline Reservations

All flights must be booked in coach/economy class. Employees are required to choose a flight with the lowest logical cost that is within a reasonable timeframe of the required arrival time. A \$200 variable exists to best suit the business interest of the trip and approval will be required for fares over \$200 more than the lowest logical fare. Nonrefundable tickets should be purchased, unless multiple changes are anticipated, as they generally represent the lowest fare option. Employees may accept travel vouchers offered by airlines to entice travelers to voluntarily give up an airline seat provided that taking a different flight does not interfere with the business purpose of the trip or with scheduled work.

Cancellations and Changes

Cancellations and changes to flights should be minimized to the greatest extent possible.

Employees are required to advise the designated TMC of all cancelled travel and should use ticket credits as a priority toward booking new flights for future travel prior to the credit expiration, where applicable.

Baggage Fees

The Company will pay for the cost of one standard baggage item. Employees may seek reimbursement for more than one bag or excess baggage for business travel with manager approval and an explanation of business purpose. The Company recommends that employees use carry-on luggage whenever possible, especially on short business trips.

Airline/Airport Internet

Wi-Fi inflight and airport internet charges are reimbursable when there is a specific business need.

Airport Transportation & Airport Parking

When traveling to/from the airport, employees are responsible for choosing the most cost effective and convenient method of transportation, whether driving and paying for parking, or taking an Uber or taxi. Employees may be reimbursed for mileage outside of their standard commute (daily drive to/from office) and parking charges that are not excessive. Employees should prioritize Company preferred parking vendors where available.

Prohibited Expenses

The following expenses that are not stated in other sections of this policy are considered prohibited and will not be reimbursed by the Company:

- Any personal expense that is unrelated to business travel
- Charitable contributions/donations
- Toiletries/Souvenirs while traveling
- Betting, lottery, wagers, or liquor stores
- Spa or fitness charges
- In-room movies, in-flight movies/TV or cable television
- Software or hardware of any kind
- Kennel or pet-sitting services
- Credit card fees (e.g. delinquency/late fees)
- Lost or damaged personal items
- Any employee incentive (e.g. bonus payments)
- Venmo or similar “cash app” transactions
- Charges for reloading accounts/digital wallets (Starbucks, Uber, etc)
- Insurance for personal vehicles or travel insurance
- Valet parking

LODGING

Employees must book all hotel accommodations through the COS or designated TMC to ensure both the consolidation of Company hotel volume and the ability to manage the safety and security of travelers in the event of an emergency.

Reservations through Non-Company Approved Channels

On occasion, exceptions do exist and it may be warranted to book accommodations through other channels to obtain a customer/conference rate that is not visible through the COS or accessible through the TMC. The use of AirBnB and similar programs is discouraged, but may be considered for projects where the cost savings could be substantial or all other options have been exhausted. Manager pre-approval is required.

Room Type

The Company reimburses for standard rooms. Room upgrades are not reimbursable.

Alternative to Hotel Stay

When traveling for business, if an employee chooses to stay with family or friends, the employee will not be reimbursed for lodging expenses, but will be allowed to purchase one “thank you” gift for the host, of up to \$50 USD per day. Only one gift per trip is permitted. The gift may not be cash/cash equivalent or alcohol.

Hotel Reservations Cancellations/No-Show Charges

Employees must cancel reservations within the required timeframe specified by the hotel. Cancellation fees or “no-show” fees are not reimbursable unless outside the control of the employee in which case manager approval and explanation of the circumstances must be included for reimbursement.

Hotel Communications - Phone/Internet

Employees should utilize free internet service provided by most hotels. If this is not available, internet charges for business purposes are reimbursable. Telephone charges for business related purposes made from a hotel are also reimbursable, but should generally be avoided. Employees should use their company mobile.

Laundry

Employees may be reimbursed for reasonable laundry costs while traveling. Self-service laundry should be utilized where available.

GROUND TRANSPORTATION

Lowest Logical Cost

Use the most cost effective ground transportation selection with preference given to hotel shuttles, taxis and trains. Use of standard vehicles for ride share services (Uber, Lyft) and taxis are reimbursable. The employee should self-park their car instead of opting for valet service.

Car Rental

Employees are required to book all rentals through the COS or designated TMC and use preferred vendors where available as insurance is included with the rental. In addition, employees should refer to specific country level guidance prior to renting a car as local restrictions may apply.

CLASS OF VEHICLE Employees will be reimbursed for the rental of a midsize vehicle, or up to a full-sized vehicle when renting for multiple individuals. Rentals of larger sized vehicles must be pre-approved by the employee's manager. The approval must be included with the expense submission, as well as the business reason for the larger vehicle selection.

TOLLS Tolls and parking charges are reimbursable when an employee is on a business trip and driving provides the lowest logical cost option. Company reimburses employees for actual tolls and does not reimburse for auto replenishments for toll transponders.

REFUELING OF RENTAL CARS

Rental vehicles must be refueled prior to return. Employees should not utilize rental car companies' prepaid option (buy the full tank, return empty).

Privately Owned Vehicle (POV)

At times, employees may use their POV for conducting Company business.

- **Employee must maintain the minimum personal injury and property damage liability coverage required by the location in which the employee resides**
- Reimbursement is for actual mileage/kilometers driven by the employee only. Full addresses must be included to legitimize claims. Reimbursement rates are automatically calculated and vary due to local tax and reporting requirements
- Reimbursement is for mileage in excess of daily commuting expenses between the employee's home and office locations, as permissible by local law
- Mileage reimbursement is intended to cover all costs associated with operating a vehicle for business purposes (including wear and tear as well as fuel expenses). Employees will not be reimbursed for fuel charges when driving a personal vehicle
- Mileage in the US is capped at 100 miles per day, unless there are extenuating circumstances and manager approval is obtained in advance of the trip
- Employees must consult their local country guidelines prior to utilizing their personal vehicle for business purposes

Train and Rail

Rail travel may be used when an employee finds it convenient and it is the least costly transportation available. Rail for business travel must be booked in economy/standard class to be reimbursed. Business and first class are not reimbursable unless there is a valid business reason with manager approval, or these classes are the standard. The original passenger receipt is required for reimbursement. Top-up charges will be reimbursed if supported with an itemized statement. Personal trips are not reimbursable.

Traffic Tickets/Fines

Traffic tickets or fines incurred when driving any vehicle for business are not reimbursable.

Electronic Device Use While Operating a Vehicle

The use of portable electronic devices while driving is prohibited. This includes reading, texting, talking or sending messages. Safety should always be the priority for the driver and other riders in the vehicle.

MEAL & ENTERTAINMENT CHARGES

Individual Meals

Daily Rate (DR): While traveling for business, employees will be reimbursed for actual meal charges incurred, up to \$76 USD (or equivalent in local currency) per day.

Per diems are not reimbursed by the Company and employees will not be reimbursed for charges not incurred. The daily rate of \$76 includes gratuity and a maximum of two alcoholic beverages per day. When employees are traveling together, effort should be made to obtain separate checks, and each employee should expense only their portion of a meal. Meal averaging is only allowable for instances where an employee decides to purchase groceries to prepare their meals and detailed description should be included with the reimbursement request.

Meals on travel days are to be calculated as follows, except in cases where time zone differences add hours to the travel day:

- Departing home/office before 3:00 PM - full DR – up to \$76 USD reimbursed
- Departing home/office after 3:00 PM - half DR – up to \$38 USD reimbursed
- Arriving home/office before 3:00 PM - half DR – up to \$38 reimbursed
- Arriving home/office after 3:00 PM - full DR – up to \$76 USD reimbursed

Gratuities/Tips

Gratuities/tips for meals and entertainment should be customary, reasonable and appropriate for the services provided. For meals, gratuities/tips should not exceed 20 percent of the total cost, and are included in an employee's daily meal cap/attendee average.

At all times, Employees should comply with Company's Global Anti-Bribery & Anti-Corruption Policy & Guide, Code of Business Conduct and Ethics, and Global Gift Policy for Public Customers.

RECEIPT REQUIREMENTS

Valid itemized receipts that support the legitimacy of the expense claim are required for:

- All cash and personal credit card charges, regardless of amount. Documentation must provide proof of payment including payment method (last 4 digits of card used if paid via card). Gift cards are not valid forms of payment and are not reimbursable
- Expenses billable to a customer, regardless of amount
- Company card charges over \$50 USD for US employees
- All Company card charges for non-US employees
- All airfare charges, regardless of amount or method of payment

Itemized receipts are required, which is defined as a receipt that shows what was purchased.

ENFORCEMENT/PENALTIES FOR VIOLATION

It is the personal responsibility of each Company employee to comply with this policy. Any employee who violates this policy may be subject to disciplinary action, up to and including termination of employment..

EXPENSE REPORT REQUIREMENTS

Employees who do not comply with this policy may be subject to delay or withholding of reimbursement and disciplinary action, up to and including termination. The Global T&E team reviews the expense report to ensure the expenses incurred were reasonable and in compliance with Company policy. The employee's manager will be responsible for approving any expenses that are out of policy but necessary for business. Company assumes no obligation for expenses that are not in compliance with this policy and also reserves the right to recoup amounts paid to employees or the Company card provider that are subsequently found to be in violation of this policy, as permissible by local law.

ADDITIONAL NON-US PAYROLL EMPLOYEE GUIDELINES

Scope

The Company policy guidelines vary by country. Employees should read the Company Global policy as minimum requirements and refer to local country guidelines for additional details.

Terminology

Certain terminology used in the policy may not have the same meaning in other countries as in the US. If an employee is unsure of the meaning of a term, the employee should seek clarity from a manager or the Global T&E Team.

Monetary Amounts

All monetary amounts specified within the policy are in US dollars. Any limits or other amounts specified should be read to be the equivalent amount in an employee's local currency, calculated in accordance with the currency exchange rate at the time of the expense being incurred.

Expense Report Requirements

Valid receipts, that support the legitimacy of the expense claim, must be submitted with the expense report for all expenses, regardless of amount. Documentation must provide proof of payment including payment method (last 4 digits of card used if paid via card). Gift cards are not valid forms of payment and are not reimbursable. Itemized receipts are required, which is defined as a receipt that shows what was purchased. Employees should keep physical receipts in accordance with country and local laws.

For reoccurring charges where invoices are issued, both the invoice and proof of payment must be included for reimbursement.

Tipping

The Company will reimburse employees for tips and gratuities where it is customary and appropriate. Tipping is not the cultural norm nor expectation in certain countries and employees will not be reimbursed if they elect to tip in such instances.

The Global T&E Team reserves the right to request receipts or manager approval for any expense not covered within the policy guidelines prior to approving expenses.

HYLAND MASTER AGREEMENT

This Master Agreement is a binding agreement between Customer and Hyland (as defined below) effective as of the Effective Date, and consists of this document and all schedules (collectively the "Agreement"). As of the Effective Date, the following attached schedules are a part of the Agreement:

- ☒ Initial Purchase Table Schedule
- ☒ General Terms Schedule
- ☒ Professional Services Schedule
- ☒ Software-as-a-Service Schedule

All products or services which may be licensed or purchased by Customer from Hyland from time to time under a schedule shall be governed by this Agreement (including any Services Proposal that may be entered into under this Agreement). Customer specifically represents and warrants to Hyland that Customer has read and understands all of the terms and conditions contained in this Agreement prior to entering into this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

CITY OF DUNWOODY**HYLAND SOFTWARE, INC.**

"CUSTOMER"

"HYLAND"

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Tax Information:

Hyland Legal

___ (1) Exempt (Provide Tax Exemption Form)

Approved By:

___ (2) Non-Exempt

Date:

PURCHASE TABLE SCHEDULE**PURCHASE TABLE (SAAS)**

INITIAL COMPONENTS OF HYLAND CLOUD SERVICE	
Initial Software licensed:	
OnBase® Information Management System	Quantity
OnBase Agenda Concurrent Client	12
OnBase Agenda	1
Agenda To Go	1
Document Import Processor	1
Local Government Licensing Bundle	1
Local Government Concurrent Client	20
Local Government Full-Text Indexing Concurrent Client for Autonomy IDOL	2
Local Government Integration for Microsoft Outlook	1
Local Government Workflow Concurrent Client SL	1
Local Government Web Server	1
Public Sector Constituency Web Access	1
Unity Integration Toolkit	1
Initial Service Class Package: Gold	
Initial data storage allocation: 1 terabytes	
Initial data center location: Primary: US Secondary: US	

INITIAL FEES FOR INITIAL COMPONENTS OF THE HYLAND CLOUD SERVICE:	
	SaaS Fees
Year 1*	\$32,921.74/year
Year 2	\$38,000.00/year
Year 3	\$38,000.00/year
Initial Hosted Solution setup and activation	Initial Set Up Fees
	\$0.00

*Year 1 SaaS Fees is discounted by \$5,078.26 for unused maintenance.

GENERAL TERMS SCHEDULE

This General Terms Schedule (“General Terms” or “General Terms Schedule”) includes terms that will apply to any product license or service you purchase from Hyland under another Schedule that is made a part of this Agreement. Other Schedules will have more specific terms relevant to the product licensee or service governed by that Schedule. If there is a conflict between the terms of this General Terms Schedule and any other Schedule, the other Schedule shall control with respect to the subject matter of such Schedule. In the event the same topic is addressed in both the General Terms Schedule and any other Schedule but the terms do not conflict, the terms of both the General Terms Schedule and the Schedule shall apply. Capitalized terms used in this General Terms Schedule may be defined within this Schedule or within other Schedules to which they are applicable.

1. TERM; TERMINATION; SURVIVAL OF PROVISIONS AFTER EXPIRATION OR TERMINATION.

1.1 Term. This Agreement shall have a term commencing on the Effective Date, and will continue until all Schedules have been terminated or expired in accordance with their terms.

1.2 Termination.

1.2.1 *By Either Party.* Either party may terminate this Agreement in its entirety or any Schedule, effective immediately upon written notice to the other party, if the other party has committed a breach of a material provision of this Agreement or any Schedule and has failed to cure the breach within thirty (30) days after the receipt of written notice of the breach given by the non-breaching party; provided, that Hyland shall not be required to give Customer any opportunity to cure any breach in the case of a Prohibited Act or breach of the U.S. Government End User section of any Schedule, all of which are considered for all purposes to be material provisions of this Agreement.

1.2.2 *Termination of General Terms Schedule.* Notwithstanding the foregoing, this General Terms Schedule will terminate when and only if all other Schedules have been terminated.

1.3 Certain Effects or Consequences of Termination; Survival of Certain Provisions.

1.3.1 *Generally.* Any termination of this Agreement or any Schedule will not discharge or otherwise affect any pre-termination obligations of either party existing under this Agreement at the time of termination, including Customer’s obligation to pay to Hyland all fees and charges accrued or due for any period or event occurring on or prior to the effective date of termination or expiration of this Agreement or the applicable Schedule; and all liabilities which have accrued prior to the date of termination shall survive.

1.3.2 *Survival of Certain Obligations.* All provisions of this Agreement or of an applicable Schedule, which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to all sections of these General Terms (except Section 9.13).

1.3.3 *Termination of a Schedule.* If any Schedule under which a license to Software is granted is terminated in accordance with its terms, then this entire Agreement will terminate with respect to the Software licensed under such Schedule. Otherwise, termination of a Schedule will not affect the remaining Schedules.

2. PAYMENT TERMS.

2.1 Purchase Orders. Customer acknowledges and agrees that, when this Agreement is signed by both parties, the parties will treat this Agreement as: (a) Customer’s written purchase order for the matters described in a Purchase Table Schedule, and (b) Hyland’s acceptance of such purchase order.

2.2 Invoicing. All invoices shall be sent electronically by Hyland to Customer to the attention of “Accounts Payable,” or to such other person or department as Customer may specify from time to time by written notice to Hyland. In the event any invoice contains a billing error which is discovered by Hyland, Hyland may issue a new invoice to correct the error.

2.3 General Payment Terms. So long as Customer is not in default of any payment obligations under this Agreement (including any Services Proposal), except as otherwise provided in this Agreement, Customer shall pay in full each invoice issued hereunder net thirty (30) days from the date of Customer’s receipt of such invoice.

2.4 Taxes and Governmental Charges. All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on Hyland’s income). In the event Customer is required by law to withhold taxes, Customer agrees to furnish Hyland all required receipts and documentation substantiating such payment. If Hyland is required by law to remit any tax or governmental charge on behalf of or for the account of Customer, Customer agrees to reimburse Hyland within thirty (30) days after Hyland notifies Customer in writing of such

remittance. Customer agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of Customer, where such certificates are applicable.

2.5 Resolution of Invoice Disputes. If, prior to the due date for payment under any invoice, Customer notifies Hyland in writing that it disputes all or any portion of an amount invoiced, both parties will use reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any amount remains disputed in good faith after such 30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties' executive managers are unable to resolve the dispute within ten (10) calendar days of such meeting, either party thereafter may file litigation in a court of competent jurisdiction under Section 9.1 of these General Terms to seek resolution of the dispute.

2.6 Certain Remedies For Non-Payment or For Late Payment. At the election of Hyland, exercisable by written notice to Customer, any past due amounts (except those amounts properly disputed in accordance with Section 2.5 of these General Terms) under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts invoiced hereunder (except with respect to those amounts on invoices the parties are attempting to resolve under Section 2.5 of these General Terms), which default continues unremedied for at least thirty (30) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any services under this Agreement or any Services Proposal, including the delivery of any Upgrades and Enhancements to Customer, unless and until such default shall have been cured.

2.7 U.S. Dollars; Delivery of Hasps and CDs. All fees, costs and expenses under this Agreement shall be determined and invoiced in, and all payments required to be made in connection with this Agreement shall be made in, U.S. dollars. Delivery of CDs, if any, shall be F.O.B. Hyland's offices in Westlake, Ohio, USA.

2.8 Training. Hyland offers training courses to Customer and its employees as described on Hyland's training web portal (currently, <https://training.onbase.com>). Training fees for such courses shall be determined at Hyland's retail prices in effect at the time Customer registers for training. Hyland shall invoice Customer for applicable training fees upon Customer's registration for each training course and such invoice shall be due and payable in accordance with Section 2.3 above. In the event that Customer prepaids for training, then such prepaid training shall expire twelve (12) months from the date Hyland accepts Customer's purchase order for such training. Any training listed in a Purchase Table Schedule will be invoiced upon the Effective Date of such Purchase Table Schedule.

3. CONFIDENTIAL INFORMATION.

3.1 "Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without reference to the other party's information.

3.2 Each party agrees that, with respect to the Confidential Information of the other party, or its affiliates, such party as a recipient shall use the same degree of care to protect the other party's Confidential Information that such party uses to protect its own confidential information, but in any event not less than reasonable care, and not use or disclose to any third party any such Confidential Information, except as may be required by law or court order or as provided under this Agreement. Customer agrees to take all reasonable steps to protect all Software, Hyland Cloud Services, Add-On Services, Work Products and Innovations, and any related Documentation, delivered by Hyland to Customer under this Agreement from unauthorized copying or use. Each party shall be liable and responsible for any breach of this Section 3 committed by any of such party's employees, agents, consultants, contractors or representatives.

4. OWNERSHIP AND PROHIBITED CONDUCT.

4.1 Ownership. Hyland and its suppliers own the Software, Work Products, Documentation, Hyland Cloud Services, Add-On Services, and Innovations, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the foregoing. The Software, Documentation, Hyland Cloud Services, Add-On Services, and Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software, Hyland Cloud Services, Add-On Services, Innovations or Work Products are transferred to Customer. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software, Hyland Cloud Service, Add-On Services, Documentation, or Work

Products, except for the limited express rights granted in this Agreement. Customer acknowledges and agrees that, with respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software, Hyland Cloud Services, and Add-On Services, and Hyland's policies respecting Upgrades and Enhancements (including but not limited to its release process). THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. At no time shall Customer file or obtain any lien or security interest in or on any components of the Software, Hyland Cloud Service, Add-On Services, Documentation, or Work Products.

4.2 **Prohibited Conduct.** Customer agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear on or during the use of the Software, Work Products, Documentation, Hyland Cloud Services, Add-On Services, or Hosted 3rd Party Software documentation; (b) sell, transfer, rent, lease or sub-license the Software, Work Products, Documentation, Hyland Cloud Services, Add-On Services, or Hosted 3rd Party Software documentation to any third party; (c) except as expressly permitted with respect to Work Products, alter or modify the Software, Work Products, Hyland Cloud Services, Add-On Services, Documentation or Hosted 3rd Party Software documentation; or (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Software, Work Products, Documentation, Hyland Cloud Services, Add-On Services, or Hosted 3rd Party Software documentation, or prepare derivative works therefrom.

5. DISCLAIMER OF WARRANTIES.

5.1 EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN THE SCHEDULES MADE PART OF THIS AGREEMENT, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, HYLAND CLOUD SERVICE (INCLUDING ANY SOFTWARE OR HARDWARE), ADD-ON SERVICES, WORK PRODUCTS, INNOVATIONS, INFORMATION, MAINTENANCE AND SUPPORT, PROFESSIONAL SERVICES OR ANY OTHER SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SERVICES PROPOSAL. HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT, HYLAND CLOUD SERVICE, ADD-ON SERVICES, PROFESSIONAL SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE, HYLAND CLOUD SERVICE, ADD-ON SERVICE, OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

5.2 CUSTOMER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, WORK PRODUCTS, ADD-ON SERVICES, MAINTENANCE AND SUPPORT, HOSTING SERVICES AND PROFESSIONAL SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

5.3 HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE, HYLAND CLOUD SERVICES, ADD-ON SERVICES, OR WORK PRODUCTS USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE, HYLAND CLOUD SERVICE, AND WORK PRODUCTS "AS IS."

5.4 No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

6. LIMITATIONS OF LIABILITY.

6.1 NEITHER PARTY NOR ANY OF ITS AFFILIATES (AND IN THE CASE OF HYLAND, ITS SUPPLIERS) SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, GOODWILL, SAVINGS OR PROFITS (EXCLUDING FEES DUE UNDER THIS AGREEMENT), LOSS OR CORRUPTION OF DATA OR PROGRAMS, COSTS OF REPLACEMENT OR THE REMEDY OF COVER, OR BUSINESS INTERRUPTION DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, EXPENSES OR COSTS.

6.2 HYLAND'S (INCLUDING ITS AFFILIATES AND SUPPLIERS) TOTAL, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED UNDER IT, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO HYLAND BY CUSTOMER (LESS ANY

REFUNDS OR CREDITS) FOR THE USE OF THE PRODUCTS OR PROVISION OF THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED TO CUSTOMER FREE OF CHARGE (SUCH AS EVALUATION SOFTWARE OR SERVICES), NEITHER HYLAND NOR ANY OF ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR DIRECT DAMAGES.

6.3 THE LIMITATIONS IN SECTIONS 6.1 AND 6.2 SHALL NOT APPLY: (1) TO THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY LAW, (2) PAYMENTS TO A THIRD PARTY ARISING FROM HYLAND'S INDEMNIFICATION OBLIGATION FOR INTELLECTUAL PROPERTY INFRINGEMENT; OR (3) TO ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S OR CONTRACTOR'S PROHIBITED ACTS.

6.4 IF CUSTOMER USES THE SOFTWARE, HYLAND CLOUD SERVICE, OR ADD-ON SERVICES IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE, HYLAND CLOUD SERVICE, AND ADD-ON SERVICES DO NOT OFFER MEDICAL INTERPRETATIONS OF DATA, DIAGNOSE PATIENTS, OR RECOMMEND THERAPY OR TREATMENT; THE SOFTWARE, HYLAND CLOUD SERVICE, AND ADD-ON SERVICES ARE AN INFORMATION RESOURCE AND IS NOT A SUBSTITUTE FOR THE SKILL, JUDGMENT AND KNOWLEDGE OF CUSTOMER'S USERS OF THE SOFTWARE, HYLAND CLOUD SERVICE, OR ADD-ON SERVICES IN THE PROVISION OF HEALTHCARE SERVICES. IN ADDITION TO THE LIMITATIONS OF LIABILITY PROVIDED HEREIN, HYLAND SHALL NOT HAVE ANY LIABILITY FOR ANY ASPECT OF HEALTHCARE SERVICES PROVIDED BY CUSTOMER IN CONJUNCTION WITH ITS USE OF THE SOFTWARE, HYLAND CLOUD SERVICE, OR ADD-ON SERVICES.

7. **FORCE MAJEURE.** No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 7 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 7 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

8. **INSURANCE REQUIREMENTS.** Hyland will maintain and keep in force the following insurance coverage:

(i) Worker's Compensation and Employer's Liability Insurance Coverage. The worker's compensation coverage shall be in the minimum amounts required by statute. Employer's Liability Insurance Coverage shall be \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease each employee and policy limit;

(ii) General Liability Insurance Coverage. The policy limit under the General Liability Insurance Coverage shall be One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in aggregate;

(iii) Automobile Liability Insurance Coverage. The policy limit under the Automobile Liability Insurance Coverage policy shall be for One Million Dollars (\$1,000,000.00) per occurrence;

(iv) Cyber Liability Insurance: The policy limit under the Cyber Liability Insurance Coverage shall be for Five Million Dollars (\$5,000,000.00) per occurrence;

(v) Professional Liability (Errors & Omissions): The policy limit under the Professional Liability Insurance Coverage shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence;

Hyland shall provide a certificate of insurance listing the above coverages upon Customer's reasonable request.

9. GENERAL PROVISIONS.

9.1 Governing Law; Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Cuyahoga County, Ohio.

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9.2 Interpretation. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

9.3 Waiver. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

9.4 Integration. This Agreement, including any and all exhibits and schedules referred to herein and any Service Proposal or order form referencing this Agreement, set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges and supersedes all prior agreements, negotiations and discussions between them on the same subject matter. Customer acknowledges and agrees in entering into the Agreement and its purchases hereunder are not contingent on the availability of any future functionality, features, programs, or services. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Customer and Hyland specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any purchase order or other electronic, written or oral communication made from Customer to Hyland are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

9.5 Notices. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective when made in writing and sent to each party, by either: (A) reputable overnight courier, specifying next day delivery to the address specified below or (B) email to the address below or such other email address provided by Customer, without receipt of a notice of failed delivery.

Hyland:

28500 Clemens Road
Westlake, OH 44145
Attn: General Counsel
hylandcontracts@onbase.com

Customer:

Commented [SR1]: Hyland Note: Customer please complete.

9.6 Binding Effect; No Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign, transfer or sublicense all or part of this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by a party of this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of such party's assets that assumes in writing all of such party's obligations and duties under this Agreement. Any assignment made without compliance with the provisions of this Section 9.6 shall be null and void and of no force or effect. Customer acknowledges that Hyland and/or any of its affiliates may fulfill any of Hyland's obligations contemplated by this Agreement.

9.7 Severability. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

9.8 Subcontracting. Hyland may subcontract all or any part of the services, provided that Hyland shall remain responsible to Customer for the provision of any subcontracted services.

9.9 Independent Contractor. The parties acknowledge that Hyland is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing any services.

9.10 Export. Any Software, Hyland Cloud Service, Add-On Services, Work Products or Documentation provided under this Agreement are subject to export control laws and regulations of the United States and other jurisdictions. Customer agrees to comply fully with all relevant export control laws and regulations, including the regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software, Hyland Cloud Service, Add-On Services, Work Products or Documentation is not exported in violation of United States of America law or the laws and regulations of other jurisdictions. Customer agrees that it will not export or re-export the Software, Hyland Cloud Service, Add-On Services, Work Products or Documentation to any organizations or nationals in the United States embargoed territories of Cuba, Iran, North Korea, Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. Customer shall not use the Software, Hyland Cloud Service, Add-On Services, Work Products, or Documentation for any prohibited end uses under applicable laws and regulations of the United States and other jurisdictions, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America and other jurisdictions.

9.11 Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to Confidential Information and intellectual property rights will not be adequate for the aggrieved party's protection and, accordingly, the aggrieved party shall have the right to seek, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

9.12 Non-Solicitation; Non-Hire. During the term of this Agreement and for one (1) year after the expiration or termination of this Agreement, neither Customer nor Hyland will:

(a) solicit for employment or for engagement as an independent contractor for the soliciting party or for any other third party a person who is or was an employee of the other party, or otherwise encourage or assist any such person to leave the employ of the other party for any reason, in each case at any time during such person's employment by the other party or within one year (1) after such person has ceased to be an employee of the other party; or

(b) hire or engage, directly or indirectly, as an employee or independent contractor a person: (i) with whom the hiring party had contact or who became known to the hiring party in connection with this Agreement (including during the performance of any Professional Services under a Services Proposal); and (ii) who is or was an employee of the other party, in each case at any time during such person's employment by the other party or within one year (1) after such person has ceased to be an employee of the other party.

Each violation of this provision by a party entitles the other party to liquidated damages (not a penalty) in an amount equal to the greater of: (i) \$50,000.00, or (2) 100% of the employee's annual earnings immediately prior to leaving the other party's service, and, in either case, all costs associated with the collection of such liquidated damages, including, but not limited to, reasonable attorneys' fees. A general advertisement or a request for employment that is initiated exclusively by an employee of the other party shall not be considered a solicitation pursuant to Section 9.12(a). The parties agree that this provision survives the termination of this Agreement.

9.13 Marketing and Publicity.

(a) *References and Site Visits*. From time to time, upon the reasonable request of Hyland, Customer agrees to make one or more employees available: (i) for telephone interviews with Hyland and/or third parties, relating to Hyland, Customer's use of Hyland's products or services, the benefits Customer has derived from Hyland's products or services or similar topics; and (ii) to participate in customer site visits. Hyland agrees that it shall reimburse Customer for any out-of-pocket travel, lodging, registration and meals costs and expenses that are incurred by any such employees of Customer in connection with any off site visit if applicable, provided that such costs and expenses are reimbursable in accordance with Hyland's expense reimbursement policies.

(b) *Press Release*. Either party may, with prior approval of the other party, prepare and issue a press release referring to the other party and relating to the signing of this Agreement, the scope of the relationship and the products or services established under this Agreement.

(c) *Case Studies*. Hyland may, with the prior approval of Customer, prepare, publish and distribute, for its sales, marketing and advertising purposes, one or more case studies describing any or all of the applications for which Hyland's products or services will be used by Customer (e.g., Accounts Payable).

(d) *Limitations*. Except as specifically set forth in paragraphs (a) through (c) above, or as necessary to perform its obligations under this Agreement, neither party shall, without the prior written consent of the other party, use the names, services

marks or trademarks of such other party nor the name of any employee of such other party, or reveal the existence of or terms of this Agreement, in any advertising or publicity release or promotional literature.

9.14 Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

9.15 Expenses. Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

9.16 Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this Agreement as it applies to their respective software products.

9.17 ShareBase. If Customer is purchasing ShareBase, ShareBase is not governed by the terms of this Agreement, but instead is subject to the ShareBase by Hyland Terms of Use and Subscription, which is available for download at Hyland's ShareBase website, currently <https://app.sharebase.com/legal/terms-of-service/>, <https://app.sharebase.com/legal/privacy-policy/>, and <https://app.sharebase.com/legal/acceptable-use-policy/>.

10. DEFINED TERMS.

The defined terms below shall have the meaning ascribed to them below as used throughout the Agreement. Specific Schedules may also include additional defined terms that are relevant to the terms of that Schedule and these General Terms. Defined terms below may also incorporate defined terms that are defined in a particular Schedule, only if applicable. In the event the same defined term is defined in two (2) or more Schedules, the term shall be given the meaning defined in each Schedule with respect to that Schedule, and, if the term is also used within the General Terms Schedule, the General Terms Schedule shall be interpreted to include all definitions, as the context requires.

"Add-On Service" means a software as a service offering provided by Hyland that provides additional or separate functionality or service to Customer's Software solution or Hyland Cloud Service.

"Customer" means City Of Dunwoody, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338.

"Effective Date" means (i) as used in these General Terms and any Schedule included in this Agreement upon the initial signing of the Agreement, the date this Agreement is signed by the last party that signs this Agreement, as determined based upon the dates set forth after their respective signatures, and (ii) as used in any Schedule that is added to this Agreement after the Effective Date as described in (i) of this definition, the date that the amendment adding such Schedule or such Schedule is signed by the last party that signs such amendment or Schedule, as determined based upon the dates set forth after their respective signatures.

"Innovations" means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of this Agreement (including any Services Proposal).

"Prohibited Act" or "Prohibited Acts" means any action taken by Customer that is: (i) in violation of Section 1 of a Software License Schedule - Perpetual or Section 1, 2 or 3 of a Software and Maintenance Schedule – Subscription or Section 2 of a SaaS Schedule; (ii) contrary to Section 4 of these General Terms; or (iii) in violation of any term of any Schedule that is identified within that Schedule to be a Prohibited Act.

"ShareBase" means: (a) a cloud-based solution of services and software for electronic storage, sharing and processing of electronic data, information, files and other content submitted, collected or processed by Customer using the solution; (b) is hosted by Hyland; and (c) is subject to the ShareBase by Hyland Terms of Use and Subscription, which is available for download at Hyland's ShareBase website, currently <https://app.sharebase.com/legal/terms-of-service/>, <https://app.sharebase.com/legal/privacy-policy/>, and <https://app.sharebase.com/legal/acceptable-use-policy/>.

"Software" means: except as otherwise expressly stated in a particular Schedule, (a) Hyland's proprietary software products, listed in the Purchase Table Schedule, and other Hyland proprietary software products for which Customer submits a written purchase order to Hyland (or an authorized solution provider) that Hyland accepts and fulfills, including, in each case, third party software bundled by Hyland together with Hyland's proprietary software products as a unified product; and (b) all Upgrades and Enhancements of the software products described in clause (a) which Customer properly obtains pursuant to this Agreement; Software does not include ShareBase.

SOFTWARE-AS-A-SERVICE SCHEDULE

As of the Effective Date, this Schedule ("SaaS Schedule") is part of the Hyland Master Agreement entered into between Customer and Hyland.

All capitalized terms used in this Schedule shall have the meaning ascribed them in this Schedule or, if not defined in this Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this Schedule or the General Terms Schedule, they shall have the meaning ascribed to them elsewhere in this Agreement.

"Consumption Fees" means the amounts payable by Customer for storage of data and information in the Hyland Cloud Service in excess of the data storage allocation set forth in the initial Purchase Table Schedule for the Hyland Cloud Service.

"Customer Data" means any and all electronic data and information submitted by Customer or Users to the Hyland Cloud Service.

"Customer Data Incident" means an unauthorized disclosure of Customer Data resulting from Hyland's failure to comply with the SaaS Security Attachment. Without limitation, Customer Data Incident does not include any of the following that results in no unauthorized access to Customer Data or to any Hyland's systems storing Customer Data: (a) pings and other broadcast attacks on firewalls or edge servers; (b) port scans; (c) unsuccessful log-on attempts; (d) denial of service attacks; or (e) packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers).

"Documentation" means: (1) to the extent available, the "Help Files" included in the Hyland Cloud Service, or (2) if no such "Help Files" are included in the Hyland Cloud Service, such other documentation published by Hyland, in each case, which relate to the functional, operational or performance characteristics of the Hyland Cloud Service.

"Host Web Site" means the web site hosted by Hyland as part of the Hyland Cloud Service on a web server included in the Hyland Cloud Platform used to access the Hyland Cloud Service.

"Hyland Cloud Service Support" means the services described in Section 5 of this Schedule.

"Hosted 3rd Party Software" means all third party software products (other than third party software products bundled by Hyland as a part of the Software) provided by Hyland as part of the Hyland Cloud Service.

"Hyland Cloud Platform" means the Physical Infrastructure and any composite software layers such as databases, operating systems, virtualization technology, Hosted 3rd Party Software, and Host Web Site, responsible for providing the Hyland Cloud Service, whether owned by Hyland or a third party.

"Hyland Cloud Service" means the Hyland's provision of Software and the Hyland Cloud Platform for use by Customer in accordance with the Agreement and this SaaS Schedule .

"Initial Setup Fee" means the one-time fee invoiced by Hyland to Customer and payable by Customer to Hyland for the setup and activation of the Hyland Cloud Platform and the Host Web Site for use applicable to each Software module purchase under the Agreement.

"Physical Infrastructure" means the physical hardware and infrastructure which Hyland uses to provide the Hyland Cloud Service (which may include servers, network devices, cabling, CPU, data centers, memory, storage, switches, firewalls, routers and other network devices) whether owned by Hyland or a third party services provider.

"Resolution" means Hyland provides Customer with a reasonable workaround, correction, or modification that solves or mitigates a reported Hyland Cloud Service issue or error.

"SaaS Fees" means the amounts invoiced by Hyland and payable by Customer to Hyland for the use of the Hyland Cloud Service. The initial SaaS Fees are set forth in the initial Purchase Table Schedule.

"Service Class" means the service level commitment included as part of Hyland Cloud Service, as described in the Service Class Manual, and purchased by Customer as part of the Hyland Cloud Service.

"Service Class Manual" means the latest version of the manual describing any available Service Classes, as posted by Hyland from time to time on a website designated by Hyland.

"Testing Environment" means a separate instance of the Hyland Cloud Service (including Customer Data) hosted by Hyland,

for use by Customer solely with production data in a non-production environment for the limited purpose of functional and performance testing of the Software and environment, Hosted 3rd Party Software and each Work Product included in the Hyland Cloud Service.

“Testing Lite Environment” means a separate instance of the Hyland Cloud Service (including Customer Data) hosted by Hyland, for use by Customer solely with production data in a non-production environment for the limited purpose of functional testing of the Software and environment, Hosted 3rd Party Software and each Work Product included in the Hyland Cloud Service.

“Upgrades and Enhancements” means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that Hyland makes available to Customer or to Hyland’s end users generally during the term of this Schedule to correct errors or deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed Software.

“Users” means Customer’s employees that access and use the Hyland Cloud Service.

1. HYLAND CLOUD SERVICE.

1.1 General. During the term of this SaaS Schedule Hyland will: (a) make the Hyland Cloud Service available to Customer pursuant to this SaaS Schedule, the SaaS Security Attachment, Documentation and the applicable Service Class Manual; and (b) only use Customer Data to provide, develop, and improve the Hyland Cloud Service and other services, to prevent or address service or technical problems, or in accordance with Customer’s instructions.

1.2 Service Class. Prior to or on the Effective Date, Hyland has delivered a then-current copy of the applicable Service Class Manual to Customer. After the Effective Date, Hyland will have the right to modify the applicable Service Class Manual (including the right to issue an entirely restated Service Class Manual) from time to time. The modifications or the revised Service Class Manual will be effective thirty (30) days after Hyland provides written notice to Customer informing Customer of Hyland’s posting of such modifications or revisions on the website identified in such notice. Notwithstanding the foregoing, no modifications of any Service Class Manual relating to Customer’s then-current Service Class will be effective until the next renewal of this SaaS Schedule. The initial Service Class purchased by Customer is set forth in the initial Purchase Table Schedule. Customer may upgrade the Service Class at any time, but may downgrade such Service Class only after the expiration of the Initial Term (as defined below) of this SaaS Schedule. In the event Customer elects to downgrade such Service Class, such downgrade will not be effective until the beginning of the next renewal of this SaaS Schedule. To modify a Service Class selection, Customer must submit a purchase order indicating the new Service Class.

1.3 Return of Customer Data and Deletion. Upon termination or expiration of this SaaS Schedule for any reason:

(a) Upon written request by Customer to Hyland sent to cloud@hyland.com, made within thirty (30) days after the effective date of any such termination or expiration, for Customer Data extraction Professional Services (“Notice of Return of Customer Data”), Hyland will either: (1) return Customer Data to Customer by providing: Customer Data on one (1) or more encrypted hard drives or other similar media and an export file containing the relevant keyword values and related file locations for the Customer Data or (2) make available to Customer the Customer Data for extraction by Customer. Hyland will work with Customer on determining the extraction method most suitable to meet Customer’s requirements. Customer acknowledges and agrees that thirty (30) days after Hyland has sent or made available to Customer the Customer Data, Hyland shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all such Customer Data from all of Hyland’s datacenters, including all replicated copies.

(b) Upon written request by Customer to Hyland sent to cloud@hyland.com, made within thirty (30) days after the effective date of any such termination or expiration, for the deletion of Customer Data (“Notice of Deletion of Customer Data”), Hyland will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data from all of Hyland’s datacenters, including all replicated copies.

(c) If Customer does not provide the Notice of Return of Customer Data or the Notice of Deletion of Customer Data in accordance with paragraph (a) or (b) above, Customer acknowledges and agrees that thirty (30) days after any termination or expiration of this SaaS Schedule, Hyland will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data from all of Hyland’s datacenters, including all replicated copies.

1.4 Data Location. Hyland shall store Customer Data at data centers located in the country(ies) indicated in the initial Purchase Table. Hyland may, at its expense, change the location of the Customer Data to other data centers; provided that such locations remain in that country.

1.5 Hyland customers may license some Software provisioned by Hyland as part of the Hyland Cloud Service, and other Software which is implemented only on the customer's premise (or a third party cloud other than the Hyland Cloud Platform), such as Hyland RPA ("On-Premise Software"). For clarity, if Customer licenses On-Premise Software from Hyland, this Schedule does not apply to such On-Premise Software.

2. GRANT OF RIGHTS AND PROHIBITED ACTS.

2.1 Hyland Cloud Service Use Grant. During the term of this SaaS Schedule, Hyland grants to Customer a revocable, non-exclusive, non-assignable (except as provided in the General Terms Schedule), limited right to use the Hyland Cloud Service as provided by Hyland, and the associated Documentation, solely for use by Customer and its Users for the internal business purposes of Customer, and only for capturing, storing, processing and accessing Customer's data.

The Hyland Cloud Service is for use by Customer and its Users and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer and its Users shall not make any use of the Hyland Cloud Service in any manner not expressly permitted by this SaaS Schedule. Customer acknowledges that it and its Users may only access Customer Data via the Hyland Cloud Service and shall only access the Hyland Cloud Service in a manner consistent with this SaaS Schedule and the Documentation. Use of software or hardware that reduces the number of users directly accessing or utilizing the Hyland Cloud Service (e.g. by using "bots" or "multiplexing" or "pooling" software or hardware) does not reduce the number of users accessing the Hyland Cloud Services for purposes of calculating the number of users, as the required number of users would equal the number of distinct inputs to such software or hardware (e.g. to such "bots" or "multiplexing" or "pooling" software or hardware). Customer is prohibited from using any software (including bots) other than the Software client modules or a Software application programming interface (API) to access the Hyland Cloud Service or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to Customer's use of such other software and Customer has paid to Hyland the SaaS Fees with respect to such access. Customer further acknowledges that all components of the Hyland Cloud Service made available by Hyland, including any components downloaded or installed locally on Customer's or Users' systems, are solely for use with the Hyland Cloud Service and are not intended to be used on a stand-alone basis.

2.2 Volume Use Restriction. There are certain Software products that Hyland makes available and which Customer may purchase for use as part of the Hyland Cloud Service that are volume-based and may: (i) no longer function if applicable volume limits have been exceeded; (ii) require Customer to pay additional fees based on Customer's volume usage; or (iii) include functionality which monitors or tracks Customer usage and reports that usage. Customer may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars.

2.3 Test Environments. Customer may purchase limited access to Testing Environments or Testing Lite Environments, or both. Hyland agrees that the security measures described in the SaaS Security Attachment are also applied to the Testing Environment and Testing Lite Environment. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Testing Environment and Testing Lite Environment. If, at any time, Customer is not satisfied with the Testing Environment or Testing Lite Environment, Customer's sole and exclusive remedy shall be to stop using the Testing Environment or Testing Lite Environment.

2.4 No High Risk Use. The Hyland Cloud Service is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Hyland Cloud Service is not designed or intended for use in any situation where failure or fault of any kind of the Hyland Cloud Service could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). Customer is not permitted to use the Hyland Cloud Service in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Hyland Cloud Service for administrative purposes, as an information resource for medical professionals, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Customer agrees not to use, distribute, license, or grant the use of the Hyland Cloud Service in, or in connection with, any High Risk Use." Customer agrees to indemnify and hold harmless Hyland from any third-party claim arising out of Customer's use of the Hyland Cloud Service in connection with any High Risk Use.

2.5 Assessment. Hyland shall be permitted access to assess Customer's use of the Hyland Cloud Service in order to determine Customer's compliance with the grant of use and pricing terms of the Agreement and this SaaS Schedule, including, where applicable, to measure Customer's volume usage. Customer shall reasonably cooperate with Hyland with respect to its performance of such assessment.

2.6 Third Party Services and Content. The Hyland Cloud Service may contain functionality which allows Customer to: (a) access, link or integrate the Hyland Cloud Service with Customer's applications or applications or services provided by third parties and (b) access third party websites and content. Hyland has no responsibility for such applications or services, websites or content and shall have no responsibility for any disclosure, modification or deletion of Customer Data resulting from any such access or use by such applications or services. Any activities engaged in by Customer or any of its Users with such third parties using the Hyland Cloud Service is solely between Customer and such third party and Hyland has no liability, obligation or responsibility for any such activities. Hyland does not endorse any third party web sites, applications or services that may be linked or integrated through the Hyland Cloud Service. Hyland is not responsible for any third party content, products or materials purchased, accessed or used by Customer or its Users using the Hyland Cloud Service.

2.7 Prohibited Conduct. Customer agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear during the use of the Hyland Cloud Service; (b) sell, transfer, rent, lease or sub-license the Hyland Cloud Service to any third party; (c) alter or modify the Hyland Cloud Service; (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Hyland Cloud Service, or prepare derivative works therefrom; or (e) use the Hyland Cloud Service or permit it to be used in violation of Hyland's Acceptable Use Policy, as in effect from time to time, a copy of the current form of which is attached hereto as the Acceptable Use Policy Attachment or for the purposes of evaluation, benchmarking, or other comparative analysis intended for external publication without Hyland's prior written consent.

2.8 Ownership of Customer Data. As between Hyland and Customer, Customer owns Customer Data.

2.9 Customer Input and Suggestions. Hyland shall have a royalty-free, worldwide, perpetual, transferable, sub-licensable, and irrevocable license to use or incorporate into any of Hyland's products or services, including the Hyland Cloud Services, any suggestions, enhancements, improvements, recommendations or any other feedback provided by Customer or its users, related to the operation or use of the Hyland Cloud Service.

3. PRICES, INVOICES AND PAYMENT.

3.1 Initial Setup Fees. Hyland will invoice Customer for Initial Setup Fees in the amount set forth in the initial Purchase Table Schedule promptly following the Effective Date. Hyland will invoice Customer for Initial Setup Fees upon each additional purchase of Software for the Hyland Cloud Service upon acceptance of Customer's purchase order for such Software.

3.2 SaaS Fees. Customer shall pay SaaS Fees to Hyland for the Hyland Cloud Service in such amounts as are invoiced by Hyland; provided, that during the Initial Term, Customer shall pay SaaS Fees to Hyland for the Hyland Cloud Service as initially composed in accordance with the initial Purchase Table Schedule. Hyland will invoice Customer on or after the Effective Date for SaaS Fees for the first year of the Initial Term. Following expiration of the Initial Term, Hyland may increase the SaaS Fees for the Hyland Cloud Service for any renewal period by up to ten percent (10%) of the previous year's SaaS Fees. For any subsequent years, Hyland will invoice Customer for SaaS Fees prior to the beginning of such year, and such invoice shall be due and payable by Customer to Hyland in full in accordance with the General Terms Schedule. In the event Customer adds Software modules for the Hyland Cloud Service, Hyland will invoice Customer for SaaS Fees for such additional Software modules on a prorated basis upon Hyland's acceptance of the purchase order for such additional Software modules. Thereafter, SaaS Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.

3.3 Consumption Fees. Hyland will invoice Customer for any Consumption Fees, monthly in arrears, promptly upon the end of the month to which such Consumption Fees relate. Consumption Fees will be due for a month if at any time during such month the amount of Customer Data stored in the Hyland Cloud Service exceeds Customer's data storage allocation as set forth in the initial Purchase Table.

3.4 Add-On Services. If Customer subscribes to an Add-On Service, the fees for such Add-On Service will be invoiced on a periodic basis, in advance, and Customer shall pay such invoices in accordance with the General Terms Schedule. Some Add-On Services may be priced on a volume basis, for which Add-On Service fees may be invoiced in arrears based on the applicable volume usage. Except as may be stated in a separate Schedule, the Add-On Services are part of the Hyland Cloud Service.

3.5 Other Fees. If Customer procures and Hyland provides any other services or deliverables in connection with the Hyland Cloud Service that are not covered by the fees and charges described in Sections 3.1 through 3.4 above, Hyland will invoice Customer for such other fees or charges based upon Hyland's then current list prices or the pricing that the parties have mutually agreed upon in connection with such other services or deliverables.

4. U.S. GOVERNMENT END USERS. To the extent applicable to Customer, the terms and conditions of the Agreement shall pertain to the U.S. Government's use and/or disclosure of the Hyland Cloud Service, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of the Agreement and/or the delivery of the Hyland Cloud Service, the

U.S. Government hereby agrees that the Software, and the Hosted 3rd Party Software included in the Hyland Cloud Service, and Add-On Services qualify as “commercial” computer software within the meaning of ALL U.S. federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the U.S. Government’s needs or is inconsistent in any respect with Federal law, the U.S. Government agrees to return this Hyland Cloud Service or Add-On Service to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Hyland Cloud Service, Add-On Service or Documentation by the U.S. Government is subject solely to the terms of the Agreement, as stated in DFARS 227.7202, and the terms of the Agreement shall supersede any conflicting contractual term or conditions.

5. HYLAND CLOUD SERVICE SUPPORT.

5.1 HYLAND CLOUD SERVICE SUPPORT TERMS. Hyland will provide Hyland Cloud Service Support in accordance with this Section and the Support Prioritization Attachment attached hereto.

(a) Technical Support Services. Hyland will provide telephone or online technical support related to problems reported by Customer and associated with the operation of the Hyland Cloud Service, including assistance and advice related to the operation of the Hyland Cloud Service.

(b) Error Correction Services. With respect to any issues or errors in the Hyland Cloud Service which are reported by Customer and which are confirmed by Hyland, Hyland will use its reasonable efforts to correct such issue or error, which may be effected by a commercially reasonable workaround. Hyland shall promptly commence to confirm any reported issues or errors after receipt of a proper report of such suspected issue or error from Customer in accordance with the Support Prioritization Attachment. Hyland may elect to correct the issue or error by updating or upgrading the applicable component of the Hyland Cloud Service to a new build or version.

(c) Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services.

1. Customer Reporting Requirements. When requesting Hyland Cloud Service Support, Customer will submit such requests through Hyland’s secure end user website, the details of which will be separately provided to Customer. Once such request is submitted through the end user website, Customer may call for a Level 1 or Level 2 Severity Level (support numbers are available through Hyland’s secure end user website). In the case of reporting a problem, issue, or error with the Hyland Cloud Service, Customer will provide Hyland with as much information and access to systems as reasonably possible to enable Hyland to investigate and attempt to identify and verify the problem, issue or error. Customer will work with Hyland support personnel during the problem isolation process, as reasonably needed. Customer will notify Hyland of any configuration changes it has made to the Hyland Cloud Service, such as workflow configuration changes, network installation/expansion, integrations, upgrades, relocations, etc.

(2) Hyland Response Procedures. Hyland shall respond to all reports in accordance with the Support Prioritization Attachment. Hyland: (a) will respond based on the confirmed severity level; (b) may reclassify severity levels as it learns information about such problems, issues or errors during the resolution process; and (c) obligations for a reported issue or error concludes upon delivery of a Resolution in accordance with the Support Prioritization Attachment.

(d) Software Upgrades and Enhancements. Hyland will make available, in accordance with Hyland’s then current policies, as set forth from time to time on Hyland’s secure end user web site (currently www.hyland.com/community), all Upgrades and Enhancements to the Software, if and when released during the term of this SaaS Schedule.

(e) Update, Upgrade, Change or Replacement of Components of the Hyland Cloud Service. Hyland may update or upgrade the build or version of the Software used in the Hyland Cloud Service from time to time at Hyland’s expense. Hyland also may change, replace, update or upgrade the Hyland Cloud Platform from time to time. Customer agrees to collaborate with Hyland and assist Hyland in connection with the completion of installation and testing of any update or upgrade related to the Hyland Cloud Service.

Customer acknowledges and agrees that for regulatory compliance purposes, Customer may be required to engage Hyland under a Services Proposal to implement Upgrades and Enhancements to a regulated product. If Hyland offers a self-service option for implementing Upgrades and Enhancements to a regulated product, and the Customer chooses this option, Customer agrees to comply with the training, reporting, and documentation requirements established by Hyland to ensure that the implementation is performed and documented as required by applicable regulations.

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5.2 EXCLUSIONS.

Generally, Hyland is not responsible for providing, or obligated to provide, Hyland Cloud Service Support: (1) in connection with any errors, defects or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Hyland Cloud Service or from any error or defect in any configuration of any component of the Hyland Cloud Service, which activities in any such case were undertaken by any party other than Hyland or a party retained by Hyland; (2) in connection with any error or defect or problem in any other component of the Hyland Cloud Service if Hyland has previously made available corrections for such error or defect which Customer fails to implement; (3) in connection with any errors, defects or problems which have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in any software, hardware or system or networking which is not a part of the Hyland Cloud Service; (4) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Hyland Cloud Service Support to Customer with respect to the Hyland Cloud Service; or (5) in connection with any questions related to the operation or use of the Software application programming interfaces (APIs); or in connection with any errors, defects or problems with Work Products (as defined in the Professional Services Schedule). Support relating to Work Products and the operation or use of APIs may be provided, on a case-by-case basis, as mutually agreed to in an applicable Services Proposal which outlines Professional Services for such support activities.

6. SECURITY. During the term of this SaaS Schedule, Hyland shall maintain a security program which shall conform to the SaaS Security Attachment, attached hereto.

7. CERTAIN RESPONSIBILITIES AND OBLIGATIONS OF CUSTOMER.

7.1 Customer Responsibilities. In connection with the relationship established between Customer and Hyland under this SaaS Schedule:

(a) except as otherwise expressly permitted under the terms of this SaaS Schedule, Customer will not permit or authorize any third parties (such as persons or legal entities) to use the Hyland Cloud Service;

(b) Customer will comply with Hyland's Acceptable Use Policy, as in effect from time to time, a copy of the current form of which is attached hereto as Acceptable Use Policy Attachment;

(c) Customer is responsible for all Users use and all access through Customer and its Users of the Hyland Cloud Service and compliance with this SaaS Schedule and the Agreement, including, but not limited to, (i) setting-up User log-in accounts/credentials (e.g. user names, passwords, tokens, etc.) to the Hyland Cloud Service and immediately revoking User accounts/credentials when User no longer requires access to the Hyland Cloud Service, and (ii) shall not permit Users to share log-in accounts/credentials;

(d) Customer has sole responsibility for the accuracy, quality, content and legality of all Customer Data;

(e) Customer shall prohibit unauthorized access to, or use of, the Hyland Cloud Service and shall notify Hyland promptly of any such unauthorized access or use by contacting Customer's Hyland technical support contact or another contact notified to Customer in writing (which may be via email or posted on Hyland's secure end user web site (currently www.hyland.com/community));

(f) Customer understands and agrees: (i) it has an independent duty to comply with any and all laws applicable to it, (ii) its use of the Hyland Cloud Service and compliance with any terms and conditions under this SaaS Schedule and the Agreement does not constitute compliance with any law, (iii) it shall make use of available Hyland Cloud Service security features and controls to properly transmit, store, process and provide access to Customer Data and (iv) it shall use the tools and reporting capabilities made available in the Hyland Cloud Service to monitor and confirm Customer Data processing, such as batch processing of electronic documents uploaded to the Hyland Cloud Service.

(g) Customer designates the initial Customer Security Administrator as [CUSTOMER TO COMPLETE WITH INDIVIDUAL'S NAME AND EMAIL]. "Customer Security Administrators" (also referred to as "CSA" or "CSAs") are individuals designated by Customer who are authorized to submit Hyland Cloud Service configuration change requests, speak authoritatively on behalf of Customer's Hyland Cloud Services and shall receive and provide, as applicable, all notifications related to maintenance, security, service failures and the like. If Customer fails to designate the initial CSA, Hyland may at its option, designate the initial CSA as the individual who executed the Agreement on behalf of Customer.

(h) Customer may give any of its Users the rights to act as a system administrator, through the configuration tools included in the Software for the Hyland Cloud Service. Hyland has no responsibility or obligations in connection with Customer's internal management or administration of Customer's Hyland Cloud Service.

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7.2 Customer Internet Connection. Customer is responsible for obtaining and maintaining all software, hardware (including without limitation network systems), telephonic or other communications circuits, and Internet Service Provider relationships that are necessary or appropriate for Customer to properly access and use the Hyland Cloud Service. Hyland shall have no responsibility or liability under this SaaS Schedule for any unavailability or failure of, or nonconformity or defect in, the Hyland Cloud Service that is caused by or related in any manner to any failure of Customer to obtain and maintain all such software, hardware, equipment and relationships.

8. LIMITED WARRANTIES.

8.1 Hyland Cloud Service Limited Warranty. Hyland warrants to Customer that during the term of this SaaS Schedule the Hyland Cloud Service will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, the Hyland Cloud Service if: (a) any component of the Hyland Cloud Service has been modified, misused or abused by Customer or a third party, (b) any such non-conformity arises from or is related to problems within or impacting Customer's computing environment, including any Customer third party software applications, hardware, network or internet connectivity, or (c) if the Hyland Cloud Service is used in combination with equipment or software other than that which is provided by Hyland or is consistent with the Documentation.

8.2 Hyland Cloud Service Warranty Remedy. Hyland's sole and exclusive remedy for any non-conformities to the express limited warranties under Section 8.1 shall be as follows: provided that Customer notifies Hyland in writing of the non-conformity, Hyland will either (a) correct the non-conforming component of the Hyland Cloud Service, which may include the delivery of a reasonable workaround for the non-conformity; or (b) if Hyland determines that correcting the non-conformity is not practicable, then terminate this SaaS Schedule with respect to the non-conforming component, in which event, upon compliance by Customer with its obligations under Section 11.2 of this SaaS Schedule, Hyland will provide a refund to Customer of the "unused portion of pre-paid SaaS Fees" (as defined below) paid by Customer and attributable to the non-conforming component. The "unused portion of the prepaid SaaS Fees" shall mean an amount equal to the total SaaS Fees paid by Customer for the non-conforming portion of the Hyland Cloud Service for the then current term (or applicable twelve-month period within the Initial Term) during which such removal occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, and the denominator of which shall be twelve (12).

8.3 Customer Limited Warranty. Customer represents and warrants to Hyland that: (a) Customer and its Users are the legal custodian of the Customer Data and it has the right and authority to use the Hyland Cloud Service in connection with all Customer Data and other materials hereunder; (b) Customer will use reasonable efforts to ensure that any Customer Data submitted to Hyland via electronic media will be free of viruses; and (c) anyone submitting Customer Data to Hyland for use in connection with the Hyland Cloud Service or Professional Services has the legal authority to do so, either through ownership of the Customer Data or by obtaining appropriate authorizations therefor, and that submission of Customer Data does not violate any contracts, agreements, or any applicable law. Customer is responsible for all Customer Data that is submitted to Hyland for use in connection with the Hyland Cloud Service or Professional Services.

9. INFRINGEMENT INDEMNIFICATION.

9.1 Generally. Hyland agrees to indemnify Customer against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Customer based upon any infringement or misappropriation by the Hyland Cloud Service of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (a) is notified promptly after Customer receives notice of such claim; (b) is solely in charge of the defense of and any settlement negotiations with respect to such claim, provided, that Hyland will not settle any such claim without the prior written consent of Customer if such settlement contains a stipulation to or admission or acknowledgement of any liability or wrongdoing on the part of the Customer or otherwise requires payment by Customer; (c) receives Customer's reasonable cooperation in the defense or settlement of such claim; and (d) has the right, upon either the occurrence of or the likelihood (in the opinion of Hyland) of the occurrence of a finding of infringement or misappropriation, either to procure for Customer the right to continue use of the Hyland Cloud Service, or to replace the relevant portions of the Hyland Cloud Service with other equivalent, non-infringing portions. If Hyland is unable to accomplish either of the options set forth in the preceding sentence, Hyland shall terminate this SaaS Schedule upon thirty (30) days advance written notice to Customer and refund to Customer the "unused portion of prepaid SaaS Fees" as defined below paid during the then current term (or applicable twelve-month period within the Initial Term). For these purposes, the "unused portion of prepaid SaaS Fees" shall mean an amount equal to the total SaaS Fees paid by Customer for the term (or applicable twelve-month period within the Initial Term) during which termination occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such termination occurs, and the denominator of which shall be twelve (12). Notwithstanding anything to the contrary, Hyland shall have no obligation to indemnify Customer against any claims made against Customer and otherwise described in this

Section that arise from: (v) any Customer Data; (w) use of the Hyland Cloud Service other than as expressly permitted by this SaaS Schedule and the Agreement; (x) the combination of the Hyland Cloud Service or any component thereof with any product not furnished by Hyland; (y) the modification or addition of any component of the Hyland Cloud Service, other than by Hyland or any of its authorized resellers specifically retained by Hyland to provide such modification or addition; or (z) the Customer's business methods or processes.

9.2 THIS SECTION 9 STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE HYLAND CLOUD SERVICE.

10. LIABILITY FOR CUSTOMER DATA INCIDENTS.

10.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE CASE OF A CUSTOMER DATA INCIDENT (AS DEFINED IN THIS SCHEDULE), THE FOLLOWING SHALL APPLY IN LIEU OF SECTION 6.2 OF THE GENERAL TERMS SCHEDULE: THE MAXIMUM LIABILITY OF HYLAND (INCLUDING ITS AFFILIATES AND SUPPLIERS) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED UNDER IT FOR A CUSTOMER DATA INCIDENT (AS DEFINED IN THIS SCHEDULE), WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, ALL FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO HYLAND (LESS ANY REFUNDS OR CREDITS) UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CUSTOMER DATA INCIDENT MULTIPLIED BY THE NUMBER INDICATED IN THE TABLE BELOW BASED ON CUSTOMER'S SERVICE CLASS AT THE TIME OF THE CUSTOMER DATA INCIDENT.

Service Class	Multiplier
Silver	1
Gold	2
Platinum	3
Double Platinum	4

10.2 Notwithstanding Section 6.1 of the General Terms Schedule, and subject to Section 10.1 of this Schedule, in the event of a Customer Data Incident, Hyland shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) providing notification of the Customer Data Incident to applicable government and relevant industry self-regulatory agencies, to the media and to individuals whose personal data may have been accessed or acquired, where required by law; and (b) providing credit monitoring service (where such service addresses the harm caused by the Customer Data Incident) to individuals who elect to receive such credit monitoring service and whose personal data may have been accessed or acquired, for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition.

11. TERM; TERMINATION.

11.1 Term. Subject to the termination provisions set forth in Section 1.2 of the General Terms Schedule and Section 11.1.1 below, the initial term of this SaaS Schedule will be the three (3) year period that commences on the Effective Date (the "Initial Term"); and such term will automatically renew thereafter for successive terms of one (1) year each, unless and until either party provides at least thirty (30) days advance written notice of non-renewal, in which case this SaaS Schedule shall terminate at the end of the then current term.

11.1.1 If, in the reasonable opinion of Customer or Hyland, the compliance by either party with the terms of this SaaS Schedule will be in violation of any law or regulation implemented or modified after the commencement of Hyland Cloud Service provided pursuant to this SaaS Schedule, Customer or Hyland, as the case may be, may terminate this SaaS Schedule upon thirty (30) days written notice to the other party.

11.2 Additional Effects or Consequences of Termination. In addition to Section 1.3 of the General Terms Schedule, immediately upon any termination or expiration of this SaaS Schedule, Customer shall cease any and all uses of or access to the Hyland Cloud Service and Documentation.

11.3 Transition Period Upon Termination. Except in the case of termination by Hyland due to Customer's breach of this SaaS Schedule or the Agreement, in the event of any other termination of this SaaS Schedule or the Agreement, Hyland shall, upon Customer's request, continue to provide Hyland Cloud Service Support and access to the Hyland Cloud Service (except where Hyland is enjoined) pursuant to the terms of this SaaS Schedule and the Agreement for a period of up to ninety (90) calendar days following such a termination (the "Transition Period"), provided Customer pays all applicable SaaS Fees and Consumption Fees for such Transition Period plus an additional five percent (5%) of such fees. During such Transition Period,

both parties will reasonably cooperate and use their reasonable efforts to provide for an orderly transition that is designed to minimize the disruption to Customer's business operations. Such cooperation and assistance will be limited to Professional Services consisting of consulting services and subject to Hyland's then-current rates for such Professional Services which will be set out in a purchase order or a Services Proposal in accordance with the Professional Services Schedule to this Agreement.

12. COMPLIANCE WITH LAWS. Subject to Section 11 above, Hyland agrees to comply in all material respects with all laws applicable to Hyland in its performance of services under this SaaS Schedule.

SUPPORT PRIORITIZATION ATTACHMENT

Severity Level	Description	Hyland Response
Level 1	“Level 1” means any error or issue in the Hyland Cloud Service that causes total or substantial Hyland Cloud Service failure, which means that the Hyland Cloud Service is down and Customer is unable to access the Hyland Cloud Service in any way.	<p>Upon receiving notification from Customer, Hyland’s Technical Support contact will immediately notify a support Manager. Within thirty (30) minutes, the Manager will notify a member of Senior Management or a Vice President.</p> <p>To provide a Resolution, Hyland will work up to and including 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution, provided Customer remains accessible by phone for troubleshooting from the time Hyland receives the notification through Resolution.</p>
Level 2	“Level 2” means an error or issue in the Hyland Cloud Service that causes substantial Hyland Cloud Service failure which prevents a portion of Customer’s users from accessing the Hyland Cloud Service in any way.	<p>Upon receiving notification from Customer, Hyland’s Technical Support contact will notify a support Manager within sixty (60) minutes. Within two (2) hours, the Manager will notify a member of Senior Management or Vice President.</p> <p>To provide a Resolution, Hyland will work up to 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution, provided Customer remains accessible by phone for troubleshooting from the time Hyland receives the notification through Resolution.</p>
Level 3	“Level 3” means that the Hyland Cloud Service is usable except that an error or issue in the Hyland Cloud Service causes an ongoing, system-wide, severe performance degradation.	To provide a Resolution, Hyland will work up to 5 days/week, 16 hours/day, through holidays and weekends until there is a Resolution, provided Customer remains accessible by phone for troubleshooting from the time Hyland receives the notification through Resolution.
Level 4	“Level 4” means that the Hyland Cloud Service is usable except that an error or issue in the Hyland Cloud Service prevents a specific feature or functionality from working.	To provide a Resolution, Hyland will use reasonable efforts during regular support hours.
Level 5	“Level 5” means that the Hyland Cloud Service is usable except that an error or issue in the Hyland Cloud Service causes a trivial inconvenience and the task can be completed in another way.	Standard Hyland Cloud Service Support.
Level 6	“Level 6” means Technical Support Services.	Standard Hyland Cloud Service Support.

*Notwithstanding the above, Hyland Cloud Service Support for the Pacsgear Software is limited to the following hours:

- for Customers in Europe: 8:00-5:00 UK Time (GMT +1)
- for all other Customers: 7:00-7:00 Central Time

ACCEPTABLE USE POLICY ATTACHMENT

1. INTRODUCTION.

This Acceptable Use Policy (this “AUP”) applies to all persons and entities (collectively referred to herein as “User”) who use the services and software products provided by Hyland Software, Inc. or its affiliates (“Hyland”) in connection with the Hyland Cloud Service. This AUP is designed to protect the security, integrity, reliability and privacy of Hyland’s network and the Hyland Cloud Service Hyland hosts for its hosting customers.

User’s use of the Hyland Cloud Service constitutes User’s acceptance of the terms and conditions of this AUP in effect at the time of such use. Hyland reserves the right to modify this policy at any time effective immediately upon Hyland’s posting of the modification or revised AUP on Hyland’s website: <https://www.hyland.com/community>.

2. USER OBLIGATIONS.

2.1 Misuse. User is responsible for any misuse of a Hyland Cloud Service. Therefore, User must take all reasonable precautions to protect access and use of any Hyland Cloud Service that it uses.

2.2 Restrictions on Use. User shall not use a Hyland Cloud Service in any manner in violation of applicable law including, but not limited to, by:

(a) Infringing or misappropriating intellectual property rights, including copyrights, trademarks, service marks, software, patents and trade secrets;

(b) Engaging in the promotion, sale, production, fulfillment or delivery of illegal drugs, illegal gambling, obscene materials or other products and services prohibited by law. Similarly, soliciting illegal activities is prohibited even if such activities are not actually performed;

(c) Displaying, transmitting, storing or making available child pornography materials;

(d) Transmitting, distributing or storing any material that is unlawful, including encryption software in violation of U.S. export control laws, or that presents a material risk of civil liability to Hyland;

(e) Displaying, transmitting, storing or publishing information that constitutes libel, slander, defamation, harassment, obscenity, or otherwise violates the privacy or personal rights of any person;

(f) Displaying or transmitting obscene, threatening, abusive or harassing messages; or

(g) Promoting, offering or implementing fraudulent financial schemes including pyramids, illegitimate funds transfers and charges to credit cards.

2.3 Prohibited Acts. User shall not use a Hyland Cloud Service to engage in any of the following:

(a) Interfering with, gaining unauthorized access to or otherwise violating the security of Hyland’s or another party’s server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing, including, but not limited to, use in the development, distribution or execution of Internet viruses, worms, denial of service attacks, network flooding or other malicious activities intended to disrupt computer services or destroy data;

(b) Interfering with Hyland’s network or the use and enjoyment of Hyland Cloud Services received by other authorized Users;

(c) Promoting or distributing software, services or address lists that have the purpose of facilitating spam;

(d) Providing false or misleading information in message headers or other content, using non-existent domain names or deceptive addressing, or hiding or obscuring information identifying a message’s point of origin or transmission path;

(e) Violating personal privacy rights, except as permitted by law;

(f) Sending and collecting responses to spam, unsolicited electronic messages or chain mail; and

(g) Engaging in any activities that Hyland believes, in its sole discretion, might be harmful to Hyland's operations, public image or reputation.

3. ENFORCEMENT. If a User violates this AUP, Hyland may, depending on the nature and severity of the violation, suspend the hosting of any Hyland Cloud Service that such User accesses for so long as necessary for steps to be taken that, in Hyland's reasonable judgment, will prevent the violation from continuing or reoccurring.

4. NOTICE. Unless prohibited by law, Hyland shall provide User with written notice via e-mail or otherwise of a violation of this AUP so that such violation may be corrected without impact on the Hyland Cloud Service; Hyland shall also provide User with a deadline for User to come into compliance with this AUP. Hyland reserves the right, however, to act immediately and without notice to suspend the Hyland Cloud Service in response to a court order or government notice that certain conduct of User must be stopped or when Hyland reasonably determines: (1) that it may be exposed to sanction, civil liability or prosecution; (2) that such violation may cause harm to or interfere with the integrity or normal operations or security of Hyland's network or networks with which Hyland is interconnected or interfere with another of Hyland's customer's use of Hyland Cloud Services, other services or software products; or (3) that such violation otherwise presents imminent risk of harm to Hyland or other of Hyland's customers or their respective employees. In other situations, Hyland will use reasonable efforts to provide User with at least seven (7) calendar days' notice before suspending the Hyland Cloud Service. User is responsible for all charges or fees due to Hyland up to the point of suspension by Hyland, pursuant to the agreement in place between User and Hyland related to the Hyland Cloud Services.

5. DISCLAIMER. Hyland disclaims any responsibility for damages sustained by User as a result of Hyland's response to User's violation of this AUP. User is solely responsible for the content and messages transmitted or made available by User using a Hyland Cloud Service. By using a Hyland Cloud Service, User acknowledges that Hyland has no obligation to monitor any activities or content for violations of applicable law or this AUP, but it reserves the right to do so. Hyland disclaims any responsibility for inappropriate use of a Hyland Cloud Service by User and any liability for any other third party's violation of this AUP or applicable law.

6. INDEMNIFICATION. User agrees to indemnify Hyland from and against all liabilities, obligations, losses and damages, plus costs and expenses, including reasonable attorney's fees, arising out of any claim, damage, loss, liability, suit or action brought against Hyland by a third party as a result of the conduct of User that violates this AUP.

7. WAIVER. No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

8. QUESTIONS. If you are unsure of whether any contemplated use or action is permitted, please contact Hyland, at 440-788-5000.

SAAS SECURITY ATTACHMENT

Introduction: Hyland maintains and manages a comprehensive written security program that covers the Hyland Cloud Service to protect: (a) the security and integrity of Customer Data; (b) against threats and hazards that may negatively impact Customer Data; and (c) against unauthorized access to Customer Data, which such program includes the following:

1. Risk Management.
 1. Conducting an annual risk assessment designed to identify threats and vulnerabilities in the administrative, physical, legal, regulatory, and technical safeguards used to protect the Hyland Cloud Service.
 2. Maintaining a documented risk remediation process to assign ownership of identified risks, establish remediation plans and timeframes, and provide for periodic monitoring of progress.
2. Information Security Program.
 1. Maintaining a documented comprehensive Hyland Cloud Service information security program. This program will include policies and procedures based on industry standard practices, which may also include ISO 27001/27002, or other equivalent standards.
 2. Such information security program shall include, as applicable: (i) adequate physical and cyber security where Customer Data will be processed and/or stored; (ii) reasonable precautions taken with respect to Hyland personnel employment.
 3. These policies will be reviewed and updated by Hyland management annually.
3. Organization of Information Security. Assigning security responsibilities to appropriate Hyland individuals or groups to facilitate protection of the Hyland Cloud Service and associated assets.
4. Human Resources Security.
 1. Hyland employees undergo comprehensive screening during the hiring process. Background checks and reference validation will be performed to determine whether candidate qualifications are appropriate for the proposed position. Subject to any restrictions imposed by applicable law and based on jurisdiction, these background checks include criminal background checks, employment validation, and education verification as applicable.
 2. Ensuring all Hyland employees are subject to confidentiality and non-disclosure commitments before access is provisioned to the Hyland Cloud Service or Customer Data.
 3. Ensuring applicable Hyland employees receive security awareness training designed to provide such employees with information security knowledge to provide for the security, availability, and confidentiality of Customer Data.
 4. Upon Hyland employee separation or change in roles, Hyland shall ensure any Hyland employee access to the Hyland Cloud Service is revoked in a timely manner and all applicable Hyland assets, both information and physical, are returned.
5. Asset Management.
 1. Maintaining asset and information management policies and procedures. This includes ownership of assets, an inventory of assets, classification guidelines, and handling standards pertaining to Hyland assets.
 2. Maintaining Hyland media handling procedures to ensure media containing Customer Data as part of the Hyland Cloud Service is encrypted and stored in a secure location subject to strict physical access controls.
 3. When a Hyland Cloud Service storage device has reached the end of its useful life, procedures include a decommissioning process that is designed to prevent Customer Data from being exposed to unauthorized individuals using the techniques recommended by NIST to destroy data as part of the decommissioning process.
 4. If a Hyland storage device is unable to be decommissioned using these procedures, the device will be virtually shredded, degaussed, purged/wiped, or physically destroyed in accordance with industry-standard practices.

6. Access Controls.

1. Maintaining a logical access policy and corresponding procedures. The logical access procedures will define the request, approval and access provisioning process for Hyland personnel. The logical access process will restrict Hyland user (local and remote) access based on Hyland user job function (role/profile based, appropriate access) for applications and databases. Hyland user access recertification to determine access and privileges will be performed periodically. Procedures for onboarding and offboarding Hyland personnel users in a timely manner will be documented. Procedures for Hyland personnel user inactivity threshold leading to account suspension and removal threshold will be documented.
2. Limiting Hyland's access to Customer Data to its personnel who have a need to access Customer Data as a condition to Hyland's performance of the services under this Agreement. Hyland shall utilize the principle of "least privilege" and the concept of "minimum necessary" when determining the level of access for all Hyland users to Customer Data. Hyland shall require strong passwords subject to complexity requirements and periodic rotation and the use of multi-factor authentication.
3. Ensuring strict access controls are in place for Customer Data access by Hyland. Customer administrators control user access, user permissions, and Customer Data retention to the extent such controls are available to Customer with respect to the Hyland Cloud Service.

7. System Boundaries.

1. Hyland is not responsible for any system components that are not within the Hyland Cloud Service, including network devices, network connectivity, workstations, servers, and software owned and operated by the Customer or other third parties. Hyland may provide support for these components at its reasonable discretion.
2. The processes executed within the Hyland Cloud Platform are limited to those that are executed by a Hyland employee (or Hyland authorized third party) or processes that are executed within Hyland's established system boundaries, in whole. This includes, but is not limited to, hardware installation, software installation, data replication, data security, and authentication processes.
3. Certain business processes may cross these boundaries, meaning one or more tasks are executed outside of Hyland's established system boundaries for the Hyland Cloud Platform, one or more tasks are executed by individuals who are not Hyland personnel (or authorized third-parties), or one or more tasks are executed based on written requests placed by Customer. In such event, Hyland will provide support for such processes to the extent they occur within Hyland's established system boundaries, but Hyland is not responsible for providing support for such processes to the extent they occur outside of such established system boundaries. At its reasonable discretion, Hyland may provide limited support for processes that occur outside such established system boundaries for the Hyland Cloud Platform. Examples of business processes that cross these boundaries include, but are not limited to, Hyland Cloud Service configuration changes, processing that occurs within the Hyland Cloud Service, user authorization, and file transfers.

8. Encryption.

1. Customer Data shall only be uploaded to the Hyland Cloud Services in an encrypted format such as SFTP, TLS/SSL, or other equivalent method.
2. If Customer purchases the applicable encryption service, applicable Customer Data shall be encrypted at rest.
3. Where use of encryption functionality may be controlled or modified by Customer, in the event Customer elects to modify the use of or turn off encryption functionality, Customer does so at its own risk.

9. Physical and Environment Security.

1. The Hyland Cloud Platform uses data centers or third party service providers who have demonstrated compliance with one or more of the following standards (or a reasonable equivalent): International Organization for Standardization ("ISO") 27001 and/or American Institute of Certified Public Accountants ("AICPA") Service Organization Controls ("SOC") Reports for Services Organizations. These providers provide Internet connectivity, physical security, power, and environmental systems and other services for

the Hyland Cloud Platform.

2. Hyland uses architecture and technologies designed to promote both security and high availability.
10. Operations Security.
1. Maintaining documented Hyland cloud operating procedures.
 2. Maintaining change management controls to ensure changes to Hyland Cloud Service production systems made by Hyland are properly authorized and reviewed prior to implementation. Customer is responsible for testing all configuration changes, authentication changes and upgrades implemented by Hyland at the request of Customer prior to production use of the Hyland Cloud Service. In cases where the Customer relies upon Hyland to implement changes on its behalf, a written request describing the change must be submitted (e.g. an e-mail, or another method provided by Hyland) by Customer's designated Customer Security Administrators ("CSAs") or set forth in a Services Proposal. Hyland will make scheduled configuration changes that are expected to impact Customer access to their Hyland Cloud Service during a planned maintenance window. Hyland may make configuration changes that are not expected to impact Customer during normal business hours.
 3. Monitoring usage and capacity levels within the Hyland Cloud Platform to adequately and proactively plan for future growth.
 4. Utilizing virus and malware protection technologies, which are configured to meet common industry standards designed to protect the Customer Data and equipment located within the Hyland Cloud Platform from virus infections or similar malicious payloads.
 5. Implementing disaster recovery and business continuity procedures. These will include replication of Customer Data to a secondary location.
 6. Maintaining a system and security logging process to capture system logs deemed critical by Hyland. These logs shall be maintained for at least six months and reviewed on a periodic basis.
 7. Maintaining system hardening requirements and configuration standards for components deployed within the Hyland Cloud Platform. Ensuring servers, operating systems, and supporting software used in the Hyland Cloud Platform receive all Critical and High security patches within a timely manner, but in no event more than 90 days after release, subject to the next sentence. In the event any such security patch would materially adversely affect the Hyland Cloud Service, then Hyland will use reasonable efforts to implement compensating controls until a security patch is available that would not materially adversely affect the Hyland Cloud Service.
 8. Conducting Hyland Cloud Platform vulnerability scans or analysis on at least a quarterly basis and remediate all critical and high vulnerabilities identified in accordance with its patch management procedures.
 9. Conducting Hyland Cloud Platform penetration tests at least annually.
11. Communications Security.
1. Implementing Hyland Cloud Platform security controls to protect information resources within the Hyland Cloud Platform.
 2. When supported, upon implementation and once annually thereafter, Customer may request Hyland limit access to Customer's Hyland Cloud Service to a list of pre-defined IP addresses at no additional cost.
12. Supplier Relationships. Maintaining a Vendor Management Program for its critical vendors. This program will ensure critical vendors are evaluated on an annual basis.
13. Security Incident.
1. Employing incident response standards that are based upon applicable industry standards, such as ISO 27001:2013 and National Institute for Standards and Technology ("NIST"), to maintain the information security components of the Hyland Cloud Service environment.
 2. Responses to these incidents follow the Hyland documented incident response sequence. This sequence

includes the incident trigger phase, evaluation phase, escalation phase, response phase, recovery phase, de-escalation phase, and post-incident review phase.

3. If Hyland has determined Customer's Hyland Cloud Service has been negatively impacted by a security incident, Hyland will deliver a root cause analysis summary. Such notice will not be unreasonably delayed, but will occur after initial corrective actions have been taken to contain the security threat or stabilize the Hyland Cloud Service.
 4. The root cause analysis will include the duration of the event, resolution, technical summary, outstanding issues, and follow-up, including steps Customer needs to take in order to prevent further issues. Hyland Cloud Service information including data elements that require additional confidentiality and security measures (including that of other customers impacted in the event) will not be publicly disclosed. If Customer needs additional details of an incident, a request to the Hyland GCS Support team must be submitted and handled on a case by case basis. The release of information process may require an on-site review to protect the confidentiality and security of the requested information.
 5. Hyland will notify Customer of a Security Incident within 48 hours. A "Security Incident" means a determination by Hyland of an actual disclosure of unencrypted Customer Data to an unauthorized person or entity that compromises the security, confidentiality, or integrity of the Customer Data.
14. Information Security Aspects of Business Continuity Management.
1. Maintaining a business continuity and disaster recovery plan.
 2. Reviewing and testing this plan annually.
15. Aggregated Data.
1. Hyland owns all aggregated, anonymized and statistical data derived from the operation of the Hyland Cloud Service, including without limitation, the number of records in the Hyland Cloud Service, the number and types of transactions, configurations, and reports processed as part of the Hyland Cloud Service and the performance results of the Hyland Cloud Service (the "Aggregated Data").
 2. Hyland may utilize the Account Information and Aggregated Data for purposes of operating Hyland's business. For clarity, Account Information and Aggregated Data does not include Customer Data.
16. Audit and Security Testing.
1. Monitoring its compliance with its information security program. This includes periodic internal reviews. Results are shared with Hyland leadership and deviations tracked through to remediation.
 2. Maintaining a periodic external audit program. Completed attestations, such as available SOC 2 reports are provided to Customer upon written request.
 3. Customer may conduct audits of Hyland's operations that participate in the ongoing delivery and support of the Hyland Cloud Service purchased by Customer on an annual basis; provided Customer provides Hyland written notice of its desire to conduct such audit and the following criteria are met: (a) Hyland and Customer mutually agree upon the timing, scope, and criteria of such audit, which may include the completion of questionnaires supplied by Customer and guided review of policies, practices, procedures, Hyland Cloud Service configurations, invoices, or application logs, and (b) Customer agrees to pay Hyland fees (at Hyland's standard rates) for the Professional Services that are required or requested of Hyland in connection with such audit if such audit. Prior to any such audit, any third party engaged by Customer to assist with such audit, must be cleared by Hyland and enter into a Non-Disclosure Agreement directly with Hyland. If any documentation requested by Customer cannot be removed from Hyland's facilities as a result of physical limitations or policy restrictions, Hyland will allow Customer's auditors access to such documentation at Hyland's corporate headquarters in Ohio and may prohibit any type of copying or the taking of screen shots. Where necessary, Hyland will provide private and reasonable accommodation at Hyland's corporate headquarters in Ohio for data analysis and meetings. Upon reasonable notice, Hyland and Customer mutually agree to make necessary employees or contractors available for interviews in person or on the phone during such audit at Customer's cost and expense. Customer is prohibited from distributing or

publishing the results of such audit to any third party without Hyland's prior written approval.

4. Customer may conduct penetration testing against the public URL used to access the Hyland Cloud Service on an annual basis; provided Customer provides Hyland with written notice of its desire to conduct such testing and the following criteria are met: (a) Hyland and Customer mutually agree upon the timing, scope, and criteria of such testing, which may include common social engineering, application, and network testing techniques used to identify or exploit common vulnerabilities including buffer overflows, cross site scripting, SQL injection, and man in the middle attacks, and (b) such testing is at Customer's cost and expense and Customer pays to Hyland fees (at Hyland's standard rates) for the Professional Services that are required or requested of Hyland in connection with such testing. Prior to any such testing, any third party engaged by Customer to assist with such testing, must be cleared by Hyland and enter into a Non-Disclosure Agreement directly with Hyland. Customer acknowledges and agrees that any such testing performed without mutual agreement regarding timing, scope, and criteria may be considered a hostile attack, which may trigger automated and manual responses, including reporting the activity to local and federal law enforcement agencies as well as immediate suspension of Customer's access to or use of the Hyland Cloud Service. Customer is prohibited from distributing or publishing the results of such penetration testing to any third party without Hyland's prior written approval.

PROFESSIONAL SERVICES SCHEDULE

As of the Effective Date, this Schedule is part of the Hyland Master Agreement entered into between Customer and Hyland.

DEFINED TERMS:

All capitalized terms used in this Schedule shall have the meaning ascribed them in this Schedule or, if not defined in this Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this Schedule or the General Terms Schedule, they shall have the meaning ascribed to them elsewhere in this Agreement.

“Professional Services” means any professional services provided by Hyland under a Services Proposal (as defined in this Schedule), including but not limited to those services listed at <https://www.hyland.com/community>. Examples of the services include: (a) installation of the Software; (b) consulting, implementation and integration projects related to the Software, including but not limited to the customized configuration of Software integration modules or business process automation modules; (c) project management; (d) development projects in connection with the integration of Software with other applications utilizing any Software application programming interface (API).

“Services Proposal” means either: (a) a written proposal issued under a Schedule, and which sets forth the Professional Services Hyland will provide to Customer and which is signed by Customer and Hyland; or (b) a purchase order submitted by Customer and accepted by Hyland for Professional Services.

“Specifications” means the definitive, final functional specifications for Work Products, if any, produced by Hyland under a Services Proposal. Specifications shall be considered Documentation, where used in the Agreement, in the case of Work Products.

“Working Hour” means the services of one (1) person for a period of one (1) hour (or any part thereof) during regular business hours.

“Work Products” means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, or items created using the configuration tools of the Software, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of services under this Agreement. If applicable, Work Products shall include any pre-configured templates or VBScripts which have been or may be created or otherwise provided by Hyland to Customer as part of the configuration of the advance capture module of the Software.

1. SERVICES PROPOSAL. During the term of this Schedule, Customer may request Professional Services from Hyland. Hyland and Customer will discuss the parameters of the request and Hyland will inform the Customer as to whether the Professional Services shall be performed pursuant to a Services Proposal.

2. FULFILLMENT. Hyland will provide the Professional Services described in any mutually agreed upon Services Proposal at a time and on a schedule that is mutually agreed upon by the parties. If any delays in such Professional Services occur solely as a result of any incorrect information, incorrect assumption or failure of Customer to perform or fulfill its obligations in connection with any Services Proposal, the performance schedule for the applicable project may be extended. Hyland shall have no liability or responsibility for any costs or expenses resulting from such delays. In the event that performance of any milestone set forth in any Services Proposal is not met due to a delay solely caused by Hyland, and provided that such cause is not an event of force majeure as described in the General Terms, Hyland agrees, at no additional charge to Customer, to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the slippage of later milestones or completion of such Professional Services. The parties agree that any Professional Services or Work Products described in this Schedule that have been performed or developed, in whole or in part, prior to the execution of this Agreement by the parties nevertheless shall be covered by all terms and conditions of this Schedule.

3. CHANGES TO SERVICES PROPOSAL. Hyland or Customer may, at any time, reasonably request a change to any Service Proposal. Any requested change that the parties mutually accept (a “Change”) will be set forth in a written change order prepared by Hyland and agreed to and signed by both parties that specifically references the relevant Service Proposal. In the event the parties are unable to mutually agree upon a proposed Change or a proposed change order, and such proposed Change relates to a material component of the project that is the subject of the relevant Services Proposal, either party may terminate such Service Proposal upon not less than thirty (30) days advance written notice to the other party.

4. CUSTOMER’S OBLIGATIONS.

4.1 Assistance and Obligations. Customer agrees that it will cooperate with and assist Hyland in the performance of Professional Services under any Services Proposal; will provide the resources specified in the relevant Services Proposal; and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of the relevant Services

Proposal. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section and the relevant Services Proposal, Hyland's ability to provide such Professional Services, meet the performance schedule set forth in such Services Proposal and keep services fees reasonably in line with any estimates given in the Services Proposal may be adversely affected. During any period in which Hyland is performing services hereunder, Customer shall provide to the Hyland project team independent local (onsite) and remote (offsite) access through the use of secure connections such as a network connection, VPN connection or other similar methods and dedicated user accounts with appropriate privileges to the applicable Software, hardware or virtual machines allocated to the applicable software system. Remote and local access will be granted for all provisioned environments, including production.

4.2 **Third Party Software Rights.** Notwithstanding any contrary terms, if Customer requests Hyland to perform Professional Services on or with respect to any third party software, Customer represents and warrants to Hyland that Customer has all necessary rights to allow Hyland to do so.

4.3 **Protection of Customer's Systems.** EXCEPT AS IT RELATES TO A HOSTED SOLUTION HOSTED BY HYLAND, CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

4.4 **Safe Work Environment.** Customer will be responsible for and shall ensure that while Hyland employees, agents or subcontractors are on Customer's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

5. **SERVICES FEES.** Except as otherwise provided in any applicable Services Proposal: (a) Hyland will charge services fees to Customer for Professional Services at Hyland's then-current standard list price for the applicable Professional Services; and (b) Hyland shall invoice Customer for Professional Services fees monthly, in arrears, based on the number of Working Hours required to complete the project and the applicable hourly fees; and Customer shall pay in full each such invoice in accordance with the terms of the General Terms. Any estimates of fees or Working Hours required to complete the project are approximations of the anticipated amount of fees and time needed to complete the project. The actual number of Working Hours may vary.

6. **TRAVEL AND EXPENSES.** Customer shall be responsible to pay or reimburse Hyland for all customary and reasonable out-of-pocket costs and expenses incurred by Hyland in connection with the performance of services under this Agreement (including fees and expenses relating to travel, meals, lodging and third party vendor registration requirements) in accordance with Hyland's applicable internal policy for the reimbursement of costs and expenses to its employees ("Hyland Expense Policy"). Except as otherwise provided in any applicable Services Proposal, Hyland shall invoice Customer for all reimbursable costs and expenses on a monthly basis, in arrears; and Customer shall pay in full each such invoice in accordance with the General Terms.

7. **LIMITED WARRANTY FOR SERVICES.**

7.1 **Limited Warranty.** For a period of sixty (60) days from the date of completion of Professional Services, Hyland warrants to Customer that such services have been performed in a good and workmanlike manner and substantially according to industry standards. This warranty specifically excludes (a) non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under this Agreement; and (b) any Professional Services in the nature of staff augmentation.

7.2 **Remedy.** Hyland's sole obligation, and Customer's sole and exclusive remedy for any non-conformities to the express limited warranties under Section 7.1 above shall be as follows: provided that, within the applicable 60-day period, Customer notifies Hyland in writing of the non-conformity, Hyland will use commercially reasonable efforts to re-perform the non-conforming services in an attempt to correct the non-conformity(ies). If Hyland is unable to correct such non-conformity(ies) after a reasonable period of time, Customer's sole and exclusive remedy shall be to terminate the Services Proposal under which the non-conforming Services have been performed, in which event Hyland will refund to Customer any portion of the services fees under such Services Proposal relating directly to such non-conforming Professional Services paid prior to the time of such termination.

8. **WORK PRODUCTS.**

8.1 **Work Products License.** Hyland grants to Customer a limited, non-exclusive and non-assignable license to use the Work Products only in connection with Customer's authorized use of the Software, Hosted Solution, or Add-On Cloud Services, or other Hyland product or service (collectively "Hyland Core Product") with which such Work Product was delivered by Hyland for use by Customer. Customer may not: (a) make or authorize the making of copies of any Work Products; (b) remove any Hyland notices in the Work Products; (c) sell, transfer, rent, lease, time share or sublicense the Work Products to any third

party; or (d) disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any Work Product for any reason. Customer further agrees that, in connection with any use of the Work Products by Customer, the Work Products shall not be copied and installed on additional servers unless Customer has purchased a license therefore. All restrictions on use of the Hyland Core Product, including without limitation export restrictions and U.S. Government End User provisions, shall apply to the Work Products. If the license to the Hyland Core Product with which such Work Product was delivered by Hyland for use by Customer terminates, Customer's right to use the applicable Work Product shall also terminate. All post-termination rights and obligations with respect to the applicable Core Hyland Product shall also apply to the Work Product.

8.2 Modification of Work Products.

8.2.1 Form of Delivered Work Products. The form in which Hyland delivers Work Products will be determined by Hyland depending on the purpose and functionality of the Work Product.

8.2.2 Configuration Work Products. If Hyland delivers a Work Product: (a) in the form of (1) source code which is compiled by tools in the Software to machine language form; or (ii) a script; or (b) created using the configuration tools in the Software (a "Configuration Work Product"), then Hyland grants to Customer the limited right to modify the Configuration Work Product, provided such modified Configuration Work Product is used only in compliance with the terms of the limited license to such Work Product granted under this Section.

8.2.3 Independent Work Products. If Hyland delivers a Work Product which is not a Configuration Work Product (an "Independent Work Product"), then, except as otherwise provided in the last sentence of this paragraph, Customer may not alter or modify such Independent Work Product. If Hyland delivers an Independent Work Product, and Customer desires to obtain the right to modify the Independent Work Product, then the parties may mutually agree that Hyland shall deliver to Customer a copy of the format of the Independent Work Product that is necessary to enable the Customer to complete its modifications, subject to and upon the payment by Customer to Hyland of any additional Professional Services fees as Hyland may charge to prepare and deliver such format. In such case, Hyland grants to Customer the right to modify, and if necessary, compile the delivered format of the Independent Work Product, provided such modified Independent Work Product is used only in compliance with the terms of the limited license to such Work Product granted under this Section.

8.3 Work Products Warranty

8.3.1 Limited Warranty. For a period of sixty (60) days from and including the date that Hyland has delivered a completed Work Product to Customer, Hyland warrants to Customer that such Work Product, when properly installed and properly used, will function in all material respects as described in the Specifications. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Work Product that has been (a) modified or added to by Customer or a third party, (b) used in combination with equipment or software other than that which is consistent with the Specification, or (c) misused or abused.

8.3.2 Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranty under Section 8.3.1 shall be as follows: provided that, within the applicable 60-day period, Customer notifies Hyland in writing of the non-conformity, Hyland will either (a) repair or replace the non-conforming Work Product, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (b) if Hyland determines that repair or replacement of the Work Product is not commercially practicable, then terminate this Schedule with respect to the non-conforming Work Product, in which event, upon compliance by Customer with its obligations upon termination, Hyland will refund any portion of the services fees paid prior to the time of such termination with respect to the creation and implementation of such Work Product.

8.4 Work Products Infringement Indemnification. Hyland agrees to indemnify Customer against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Customer based upon any infringement or misappropriation by the Work Products of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (a) is notified immediately after Customer receives notice of such claim; (b) is solely in charge of the defense of and any settlement negotiations with respect to such claim, provided that Hyland will not settle any such claim without the prior written consent of Customer if such settlement contains a stipulation to or admission or acknowledgement of any liability or wrongdoing on the part of Customer or otherwise requires payment by Customer; (c) receives Customer's reasonable cooperation in the defense or settlement of such claim; and (d) has the right, upon either the occurrence of or the likelihood (in the opinion of Hyland) of the occurrence of a finding of infringement or misappropriation, either to procure for Customer the right to continue use of the Work Products, or to replace the relevant portions of the Work Products with other equivalent, non-infringing portions.

8.4.1 Removal and Refund. If Hyland is unable to accomplish either of the options set forth in Section 8.4(d), Hyland shall remove the infringing portion of the Work Products and refund to Customer the full services fees paid, if any, by Customer for the creation and implementation of the infringing Work Products.

8.4.2 Exclusions. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer and otherwise described in Section 8.4 that arise from: (a) any Customer Data; (b) use of the Work Products by Customer other than as expressly permitted by this Schedule; (c) the combination of the Work Products with any product not furnished by Hyland to Customer; (d) the modification or addition to of the Work Products other than by Hyland or any of its authorized solution providers specifically retained by Hyland to provide such modification or addition; or (e) the Customer's business methods or processes.

8.4.3 THIS SECTION 8.4 STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE WORK PRODUCTS.

9. TERMINATION.

9.1 Generally. In addition to the termination provisions set forth in Section 1.2 of the General Terms Schedule, Customer or Hyland may terminate this Schedule, including any Services Proposal, for any reason, upon not less than thirty (30) days advance written notice to Hyland to such effect. In the event this Schedule is terminated in its entirety, any Services Proposal not terminated shall survive in accordance with its terms and the terms of this Schedule.

9.2 Terminating a Services Proposal. In addition to the terms provided in Section 1.3 of the General Terms Schedule, in the event of any termination of a Services Proposal, Customer agrees to compensate Hyland for all Professional Services already performed prior to, and including, the date of termination, except to the extent that Hyland has breached its obligations to perform such Professional Services and such breach is the cause of such termination.

9.3 Effects of Termination. Upon any termination of this Schedule in its entirety (other than by Hyland due to Customer's breach), Customer's license to use the Work Products provided in this Schedule shall survive according to its terms.

One company
Unlimited possibilities

Hyland®

SERVICE CLASS MANUAL

A Hyland Cloud Document

Version 2020.1

November 2020

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Introduction

This Service Class Manual provides Customers a detailed description of the Service Level Commitments available for purchase by Customer as part of the Hyland Cloud Service. Capitalized terms not defined in this Service Class Manual have the meanings set forth in the underlying Agreement which incorporates this Service Class Manual by referencing the Service Class Manual.

Definitions

“Monthly SaaS Fee” means the SaaS Fees allocable to the month in which the applicable service failure occurred.

“Downtime” means the aggregate time (in minutes) each calendar month, as confirmed by Hyland following written notice from Customer, that the Hyland Cloud Service is not available and no documents stored in the Hyland Cloud Service can be retrieved or no documents can be input into the Hyland Cloud Service. The length of Downtime will be measured from the time an incident occurs as confirmed by Hyland until the time when Hyland’s testing confirms that the failure condition(s) reported are no longer present. Downtime does not include any failure condition(s) described above which occur due to an Exclusion Event.

“Eligible Customer Data” means all Customer Data that Hyland confirms has been stored within the Hyland Cloud Service for a number of hours (prior to the time Hyland provides a Failover Notice) that exceeds the applicable recovery point objective set forth in table 2 under “Service Level Commitments” below.

“Exclusion Event” means any of the following occurrences:

- (1) System Maintenance that is within the System Maintenance hours limit of the applicable Service Class (see “System Maintenance” below);
- (2) failure of Customer’s equipment or facilities;
- (3) acts or omissions of Customer, including but not limited to (a) performance or non-performance of any services by a third party (other than Hyland) contracted by Customer to provide services to Customer related to the Hyland Cloud Service, (b) any failure that Customer mutually agrees is not due to fault of Hyland or Hyland’s contracted third party service provider, or (c) failure of any code or configurations managed or written by Customer or any third party vendor to Customer;
- (4) the occurrence of a force majeure event (as described in the Agreement)
- (5) Internet failure or congestion;

- (6) any defect or failure of any Hosted 3rd Party Software or hardware that is part of the Hyland Cloud Service, where the manufacturer has discontinued maintenance and support of such Hosted 3rd Party Software or hardware, Hyland has notified Customer of such discontinuance and the need to upgrade, and Customer has not notified Hyland (within thirty (30) days after receipt of Hyland's notice) that Customer agrees to permit Hyland to upgrade such Hosted 3rd Party Software or hardware to a supported version; or
- (7) provided that Hyland has fulfilled its obligations in the underlying Agreement with respect to virus protection, Hyland Cloud Service failures or other failures caused directly or indirectly by known or unknown computer viruses, worms or other malicious programs.

"Failover Notice" means a written notice provided by Hyland to Customer (which notification may be made by electronic communication, including e-mail) indicating that Hyland is initiating a data center failover for the Hyland Cloud Service.

"Monthly Uptime Percentage" means the total number of minutes in a calendar month, minus the number of minutes of Downtime in such month, divided by the total number of minutes in such month.

"System Maintenance" means the maintenance of the Hyland Cloud Service, whether such maintenance is scheduled (e.g., for upgrading of the Software or any other Hyland Cloud Service components or for any other scheduled purpose) or unscheduled (due to emergency), and which results in the Hyland Cloud Service being unavailable or inaccessible to Customer.

"Recovery Point" means the minimum number of hours (prior to the time Hyland provides a Failover Notice) that Customer Data shall be stored within the Hyland Cloud Service to qualify as Eligible Customer Data.

"Recovery Time" means the number of hours from the time a Failover Notice is delivered to the time the Hyland Cloud Service has been Restored, excluding all time during that period when an Exclusion Event affects both the current primary and secondary data centers.

"Restore" or "Restored" means that, except to the extent prevented by an Exclusion Event: (1) Eligible Customer Data can be stored in the Hyland Cloud Service; and (2) new Customer Data can be input into the Hyland Cloud Service.

Service Level Commitments

Table 1: Monthly Uptime Percentage

Service Classes	Silver	Gold	Platinum	Double Platinum
Monthly Uptime Percentage				
Monthly Uptime Percentage	99%	99.50%	99.80%	99.90%
Monthly Uptime Percentage Service Level Credits				
Monthly Uptime Percentage Service Credit Ranges and Applicable Credit Determinations	Less than 99%	99.49-99%	99.79-99%	99.89-99%
	15% of the Monthly SaaS Fee	15% of the Monthly SaaS Fee	15% of the Monthly SaaS Fee	15% of the Monthly SaaS Fee
		Less than 99%	Less than 99%	Less than 99%
		20% of the Monthly SaaS Fee	20% of the Monthly SaaS Fee	20% of the Monthly SaaS Fee

Table 2: Business Continuity

Service Classes	Silver	Gold	Platinum	Double Platinum
Business Continuity				
Recovery Point Objective	8 hours	4 hours	2 hours	1 hour
Recovery Time Objective	168 consecutive hours	48 consecutive hours	24 consecutive hours	4 consecutive hours
Business Continuity Service Level Credits				
Business Continuity Service Level Credit	25% of the Monthly SaaS Fee	25% of the Monthly SaaS Fee	25% of the Monthly SaaS Fee	25% of the Monthly SaaS Fee

Service Level Commitment Terms

Monthly Uptime Percentage. Hyland will meet the Monthly Uptime Percentage corresponding to the applicable Service Class purchased by Customer, as identified in table 1 above, during each calendar month.

Business Continuity. Hyland shall provide a Failover Notice prior to commencing a failover of the Hyland Cloud Service from the current production data center to any backup data center. In the event Hyland delivers a Failover Notice to Customer, Hyland shall Restore the Hyland Cloud Service within the applicable Recovery Time objective set forth in the table 2 above.

The Hyland Cloud Service Business Continuity Management program establishes the standards and procedures that support the availability and resiliency of the Hyland Cloud Service. The Hyland Cloud Service plans are reviewed annually with representatives in all applicable Hyland business and functional areas to ensure appropriate coverage and consideration of business objectives.

When technically feasible, Customers who purchase the Platinum or the Double Platinum Service Class, as described in this Service Class Manual, may participate in a data center failover test of Customer's Hyland Cloud Service in order to determine each party's preparedness for a disaster or service failure; provided, that, (a) Customer provides Hyland with at least ninety (90) days' prior written notice of its desire to conduct failover testing, and (b) Hyland and Customer mutually agree upon the timing, scope, and criteria of such test, which may include document retrieval, document processing, and name resolution capabilities and (c) such failover testing is at Customer's cost and expense and Customer pays

to Hyland fees (at Hyland's standard rates) for the Professional Services that are required or requested of Hyland in connection with such testing. Customer is prohibited from distributing or publishing the results of such testing to any third party without Hyland's prior written approval.

Downtime Report. Hyland agrees that following the occurrence of a Downtime event, upon request by Customer, Hyland shall provide to Customer a report which will include, as applicable, a detailed description of the incident, start and end times of the incident, duration of the incident, business/functional impact of the incident, description of remediation efforts taken, and a description of outstanding issues or tasks relating to the incident.

Exclusive Remedies Terms

Monthly Uptime Percentage. In the event the Monthly Uptime Percentage during any calendar month is less than the applicable Monthly Uptime Percentage set forth in the Table 1, Customer shall be eligible to receive the applicable credit against SaaS Fees specified in Table 1 above, provided Customer submitted a technical support request with twenty-four (24) hours of such Downtime.

For example, purposes only, assume Customer purchased the gold Service Class. In such event:

if Monthly Uptime Percentage is equal to or greater than 99%, but less than 99.5%, Customer shall be eligible to receive a one-time credit against SaaS Fees in an amount equal to fifteen percent (15%) of the Monthly SaaS Fee.

Business Continuity. If, following delivery of a Failover Notice, the Hyland Cloud Service is not Restored within the applicable Recovery Time objective set forth in Table 2, Customer shall be eligible to receive the applicable credit against SaaS Fees specified in Table 2 above, provided Customer submitted a technical support request within twenty-four (24) hours of such Downtime.

Maximum Service Level Credit. Notwithstanding anything to the contrary herein, Customer acknowledges and agrees that Customer is only entitled to a maximum of one (1) service level credit for all events occurring in a particular calendar month. Customer shall be entitled to only the largest service level credit which may be payable for one or more of the service level failures occurring in such calendar month.

Application of Service Level Credits. Service level credits will be applied first to any outstanding amounts which are due and owing from Customer, and then to future SaaS Fees.

Termination Remedy. If Customer earns a service level credit either: (i) in two (2) consecutive calendar months, or (ii) in three (3) calendar months during any six (6) consecutive month period; then Customer

may, by written notice to Hyland delivered within thirty (30) days after the last credit described in either clause or (i) or (ii) above is earned, terminate the Agreement.

Exclusivity. The remedies set forth above constitute the sole and exclusive remedies available to Customer for any failure to meet the service level commitments set forth in this Service Class Manual.

System Maintenance Communications and Restrictions

Table 3: System Maintenance

Service Classes	Silver	Gold	Platinum	Double Platinum
System Maintenance				
Monthly System Maintenance Hours Limit	16 hours	16 hours	6 hours	6 hours

Except as otherwise agreed by Customer and Hyland, for the purposes of an Exclusion Event, System Maintenance shall not exceed the applicable number of hours specified in the table above in any calendar month.

Scheduled and Unscheduled Maintenance. Hyland will notify Customer of scheduled maintenance that is expected to impact or potentially impact system availability or functionality. Such notification will typically be sent at least one week in advance, but in no event will such notice be sent less than 24 hours prior to the specified start time. Hyland will use reasonable efforts to notify Customer of unscheduled maintenance that is expected to impact or potentially impact Hyland Cloud Service availability or functionality. Such notification will typically be sent at least 24 hours in advance, but to the extent Hyland determines that such maintenance is required sooner due to a security or availability concern (e.g. emergency maintenance is required by Hyland), Hyland will use reasonable efforts to send such notice no less than 2 hours prior to the specified start time. These notifications will be delivered via e-mail to Customer's designated CSA or may be posted in the Hyland Cloud Service.

Scheduled maintenance that is expected to impact or potentially impact Hyland Cloud Service availability or functionality is currently restricted to within the hours of 10 PM to 8 AM, based on the time zone of the impacted data center, unless other arrangements have been mutually agreed to by Customer and Hyland. Any changes to the scheduled hours of maintenance will be communicated to each Customer via e-mail to Customer's designated CSA or may be posted in the Hyland Cloud Service.



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

To: Mayor and Council

From: Ginger LePage, IT Manager

Date: 9/13/2021

Subject: Discussion for CityWorks Migration to Cloud

Background:

Historically, most applications were housed via on-premise servers due to cost, technological limitations, security reasons, and lack of other options. More recently, migrating applications to a Software as a Service (SAAS), or Cloud Hosted option, is preferable. There are many benefits to switching to SAAS including: limiting capital budget needs, minimizing needs of IT Staff time and efforts, scalability, backups, connectivity, and (in most cases) security. The cost to migrate City Works software to the Cloud-hosted environment is \$16,675.00 (which includes training classes for Administrators and Users) with a new annual rate of \$35,500.00 - a \$3,000.00 increase over current rate. The migration fees and difference for this year can be covered under COVID funding.

Additional Information:

- Limiting the Capital Budget needs: with SAAS, there is no longer a need to purchase large host servers, storage servers, Hard Drives for additional space, or Operating Systems. There would no longer be a need to plan for upgrades to software and hardware.
- Minimizing needs of IT Staff time and efforts: with SAAS, the IT staff no longer must spend time managing security, storage needs, servers, databases, upgrades, connectivity, and disaster planning.
- Scalability: with SAAS, the application is no longer limited by the on-premises environment. There is no more concern about server constraints, licensing, and storage limitations.
- Backups, Connectivity, and Security: with SAAS, all of these major considerations become the responsibility of the Vendor. There is no more need for VPN to access the application, Veeam to back up the databases, and the Vendor is fully responsible for ensuring security. The Dunwoody Security team has been given the appropriate security information from CityWorks to review.



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 Dunwoody, Georgia 30338
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Recommended Action:

Recommendation to approve the following contract(s): License and Maintenance Agreement, at a cost of \$16,675.00 to migrate, configure, and train; and difference for the first-year annual cost of \$3,000.00. Recommendation is to use CARES II funding for the migration and difference between on premises and cloud for the first-year cost at a total of \$19,675.00 with the City General Fund to pick up the cost in subsequent years (\$35,500.00)



Azteca Systems, LLC - Cityworks
 11075 S State St, Suite 24 | Sandy, UT 84070
 801-523-2751 | Fax # 801-523-3734

Quote Number Q-13367-2
 Created Date 7/20/2021
 Expiration Date 9/20/2021

Contact Information

Contact Name: Prepared By Name: Joe Rubisch
 Customer: Dunwoody (GA), City of Prepared By Phone: (801) 523-2751
 Contact Address: 4800 Ashford Dunwoody Road
 Dunwoody, GA
 30338

Quote Lines

Product Name	Quantity/ Population	Net Unit Price
ELA - Cityworks Online Server AMS STANDARD	1.00	USD 750.00
Data Storage Plus	1.00	USD 625.00
SOFTWARE TOTAL:		USD 1,375.00

Product Name	Quantity/ Population	Net Unit Price
Services	1.00	USD 15,300.00
SERVICES TOTAL:		USD 15,300.00

Notes

Year 1 Dollar Value	USD 16,675.00	Year 1 Date Range	09/30/2021 - 12/31/2021*
Year 2 Dollar Value	USD 35,500.00	Year 2 Date Range	01/01/2022 - 12/31/2022
Year 3 Dollar Value		Year 3 Date Range	

Notes:

Quote converts current licensing to Cityworks Online Standard AMS ELA. Quote adds Data Storage Plus to current licensing.

Updated License:

Server AMS Standard Cityworks Online Departmental Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products for Public Works Department only:

Office

Respond

Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Storeroom

Equipment Checkout

Contracts

Cityworks for Excel

Cityworks Analytics for AMS

eURL (Enterprise URL)

Workload

Web Hooks

Citizen Engagement API

Data Storage Plus

Local Government Templates (LGT)

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 25,001 - 50,000 population range

ELA pricing quote for CWOL assumes no hosting logins are added over and above the current 40 Server AMS hosting Logins.

Additional hosting logins can be added for an additional fee.

Cityworks Online (CWOL) – is a Cityworks Online hosted services subscription for the right to access and use the Online Services for the products identified hereinabove. CWOL is a highly scalable hosted services product offering. It is hosted on Azteca Systems' servers and completely scaled, managed, updated, backed up, and maintained by Azteca Systems. Because Azteca Systems controls the update schedule, users are not responsible for upgrading, managing, or patching the system themselves.

*Fee for Year 1 reflects conversion to Cityworks Online, product added and Software amounts pro-rated for a period of 09/30/2021 - 12/31/2021. Current Renewal Amount of \$30,000.00 for period 01/01/2021 - 12/31/2021 has previously been paid.

Terms and Conditions

Payment Terms

Payment due within 30 days

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734