



City of Pembroke Pines

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
HYLAND SOFTWARE, INC.**

THIS AMENDMENT ("First Amendment"), dated _____, (the "Effective Date"), is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

HYLAND SOFTWARE, INC., a For-Profit Corporation as listed with the Ohio Division of Corporations, authorized to do business in the State of Florida, and with a business address of **28500 Clemens Road, Westlake, OH 44145**, hereinafter referred to as "VENDOR". "CITY" and "VENDOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **June 6, 2022**, the Parties entered into an Agreement ("Original Agreement") for the provision of OnBase SaaS solution and cloud service, for an initial **three (3) year** period, which expires on **June 30, 2025**; and,

WHEREAS the Original Agreement authorized the renewal thereof at the expiration of the initial term for additional periods pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS the Parties desire to increase the annual fee from \$38,005.70 to \$42,791.11, and to renew the term of the Original Agreement for an additional **one (1) year** period, which shall commence on **July 1, 2025**, and expire on **June 30, 2026**, as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby renewed for an additional **one (1) year** period, which shall commence on **July 1, 2025**, and expire on **June 30, 2026**.



SECTION 3. CITY agrees to compensate VENDOR for the services referenced in Quote #HYL045693, attached hereto and by this reference made a part hereof, the total amount of **FORTY-TWO THOUSAND, SEVEN HUNDRED NINETY-ONE DOLLARS AND 11/100 CENTS (\$42,791.11).**

3.1 The parties acknowledge and agree that the following Section 2.9 shall be added to the end of Section 2 (PAYMENT TERMS) of the Original Agreement and incorporated therein:

“2.9 Extended Support Fee. Consistent with current policies set forth from time to time on Hyland’s secure website (<https://community.hyland.com/customer-portal/wiki/hyland-support/software-maintenance-extended-support-program>), Customer acknowledges and agrees that commencing with the renewal period of July 1, 2025 through June 30, 2026 and for each subsequent renewal period contemplated herein, unless an upgrade of the Existing Software is made to a then-current supported Software version, and such upgrade is complete and in production prior to the commencement of such renewal period, Hyland will charge an extended support fee of 25% of the annual Software Maintenance and Support subscription Fees. As used herein, “Existing Software” means the software licensed by the City before this First Amendment’s Effective Date.”

SECTION 4. Scrutinized Companies.

4.1 VENDOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

4.1.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time



to time and briefly described herein below.

5.1 Definitions for this Section.

5.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



SECTION 6. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this First Amendment, VENDOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 7. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the VENDOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 8. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this First Amendment and submitting the executed required affidavit, the VENDOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 9. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this First Amendment, VENDOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this First Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.



City of Pembroke Pines

SECTION 10. Compliance with Foreign Entity Laws. VENDOR (“Entity”) hereby attests under penalty of perjury the following:

- 10.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: Section 287.138(2)(a), Florida Statutes);
- 10.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: Section 287.138(2)(b), Florida Statutes);
- 10.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 10.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);
- 10.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,
- 10.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 11. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 12. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 13. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 14. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 15. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents



City of Pembroke Pines

to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE AND AFFIDAVIT FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Print Name: _____
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

DEBRA E. ROGERS, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

VENDOR:

HYLAND SOFTWARE, INC.

Signed By: DocuSigned by: Jennifer R. Cook
May 28, 2025 | 11:49:24 EDT

Printed Name: Jennifer R. Cook

Title: VP, Global Revenue Operations

Initial
LS

May 28, 2025 | 11:48:35 EDT



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: May 28, 2025 | 11:49:24 EDT

ENTITY: Hyland Software, Inc.

SIGNED BY: DocuSigned by:
Jennifer R. Cook
F0F572B332FE48D...

NAME: Jennifer R. Cook

TITLE: VP, Global Revenue Operations

Initial
LS

May 28, 2025 | 11:48:35 EDT



Quote

Hyland Reference Number: HYL045693

Parties	
Customer Name ("Customer")	The City of Pembroke Pines, FL
Hyland Entity Name ("Hyland")	Hyland Software, Inc.

Customer Information	
Billing Details	Shipping Details
Name: The City of Pembroke Pines, FL	Name: The City of Pembroke Pines, FL
Bill To Address	Ship To Address
Charles F. Dodge City Center City Hall 601 City Center Way Pembroke Pines, Florida, 33025, United States	Charles F. Dodge City Center City Hall 601 City Center Way Pembroke Pines, Florida, 33025, United States
Bill To Contact	Ship To Contact
Name: Matthew Kefford Email: mkefford@ppines.com Phone: (954) 392-2073	Name: Email: Phone:
Quote Details	
Pricing Expiration Date: July 1, 2025	Quote Reference: Q-362850

SOFTWARE-AS-A-SERVICE

Product Code	Product Name	Service Class	Quantity
AKIPI1_SAAS	Encrypted Alpha Keywords		1
DPIPW1_SAAS	Document Import Processor		1
EHIPI1_SAAS	Encrypted Diskgroups		1
GOVT-B-LOCAL_SAAS	Local Government Licensing Bundle		1
GV-B-MU2-CTIPC1_SAAS	Local Government Concurrent Client		50
GV-B-MU2-FTSIPI1_SAAS	Local Government Full Text Search		1
GV-B-MU2-TIIPW1_SAAS	Local Government Production Document Imaging (TWIN)		1
GV-B-MU2-TIIPW2_SAAS	Local Government Production Document Imaging (TWIN) - For second and beyond		1
GV-B-MU2-WLIPC1_SAAS	Local Government Workflow Concurrent Client SL		6
HYCLD-STRG-500GB	Hyland Cloud Storage (500 GB)		12
HYCLD-STRG-TB	Hyland Cloud Storage (TBs)	Gold	1
HYCLD-UTLITE	Hyland Cloud User Test Environment		1
OBOLHOST-GOLD	Hosting Fee		1
PDFIPI1_SAAS	PDF Framework		1
TYIPI1_SAAS	Directory Import Processor		1

EXTENDED SUPPORT FEES

Product Code	Product Name	Total
OBOL-EXSUP1	OnBase Online Extended Hosting Support Fee	USD 10,697.78

PAYMENT SUMMARY

Start Date – End Date	One-Time Payments	Subscription Payments
July 1, 2025 - June 30, 2026	USD 10,697.78	USD 42,791.11

Prices are exclusive of all taxes and governmental charges (such as duties). All invoices issued by Hyland will include all applicable taxes based on the jurisdiction in which the Customer is located. Customer agrees to provide Hyland with valid tax exemption certificates in advance of the issuance of any invoice.

Hyland, OnBase, Alfresco, Nuxeo, Brainware, Acuo, PACSgear, Nilread, and other Hyland product names are registered and/or unregistered trademarks of Hyland Software, Inc. and the affiliates in the United States and other countries. Other parties' trademarks, service marks, and product names that may be used herein are the property of their respective owners. This document contains confidential information of Hyland Software, Inc. or its affiliates. Such confidential information is provided solely for use by the entity to whom it is sent, and, unless otherwise prohibited by law, must be handled with the same degree of care used by such entity in handling its own information of the same nature or as otherwise set forth in any existing confidentiality agreement between Hyland Software, Inc. or its affiliate and such entity. The information in this document may contain technical data as defined by the Export Administration Regulations (EAR) and is subject to the Export Control Laws of the U.S. Government and may be subject to the export control laws of your entity's local jurisdiction. Transfer of such data by any means to a foreign person, whether in the United States or abroad without proper export authorization or other approval from the U.S. Government and the export authority of your entity's jurisdiction is strictly prohibited.

Contract #: BSA-EU-18134-23896398

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, are incorporated into this Agreement by reference:

- ☒ Initial Purchase Table Schedule
- ☒ General Terms Schedule
- ☒ Software-as-a-Service Schedule, available at: <https://legal.hyland.com/Customer-Legal-Center#contracts-software-as-a-service-schedule>
- ☒ Professional Services Schedule, available at: <https://legal.hyland.com/Customer-Legal-Center#professional-services-schedule>

The Initial Term of the Software-as-a-Service Schedule is the three (3) year period that begins on the Effective Date of such Schedule, provided that if the initial Purchase Table Schedule includes agreed upon SaaS Fees for a period that is longer than three (3) years from the Effective Date, the Initial Term may be extended by written amendment for the number of years for which the parties have agreed upon SaaS Fees. The term of this Agreement shall not automatically renew. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties.

Customer designates the initial Customer Security Administrator as Joe Hahn (jhahn@ppines.com). "Customer 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 Service 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.

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 the Agreement). Customer specifically represents and warrants to Hyland that Customer has read and understands all of the terms and conditions contained in this Agreement, including all the schedules referenced above, prior to entering into this Agreement.

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

CITY OF PEMBROKE PINES**"CUSTOMER"**By: 

Print Name: Frank C. Ortis

Title: Mayor

Date:

By: 

Print Name: Charles F. Dodge

Title: City Manager

Date: June 6, 2022

City of Pembroke Pines LegalApproved By: 

Date: June 6, 2022

Danielle Schwabe

Tax Information:


X (1) Exempt (Provide Tax Exemption Form)

HYLAND SOFTWARE, INC.**"HYLAND"**By: 

Print Name: Noreen B. Kilbane

Title: Chief Administrative Officer

Date: April 15, 2022 | 11:49:31 EDT

Hyland LegalApproved By: 

Date: April 15, 2022 | 11:36:57 EDT

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

INITIAL COMPONENTS OF HYLAND CLOUD SERVICE	
Initial Software licensed:	
OnBase® Information Management System	Quantity
Directory Import Processor	1
Document Import Processor	1
Local Government Concurrent Client	50
Local Government Full Text Search	1
Local Government Licensing Bundle	1
PDF Framework	1
Hosting Fee	1
Encrypted Diskgroups	1
Encrypted Alpha Keywords	1
Local Government Production Document Imaging (TWIN) – For first	1
Local Government Production Document Imaging (TWIN) – For second and beyond	1
Local Government Workflow Concurrent Client SL	6
 Initial Service Class Package: GOLD	
 Initial data storage allocation: 6 terabytes	
 Initial data center location: Primary: US Secondary: US	

INITIAL FEES FOR INITIAL COMPONENTS OF THE HYLAND CLOUD SERVICE:	
	SaaS Fees*
Year 1	\$35,824.00/year
Year 2	\$36,898.70/year
Year 3	\$38,005.70/year
*SAAS FEES INCLUDE 1 TESTING LITE ENVIRONMENT	
Initial Hosted Solution setup and activation	Initial Set Up Fees
TOTAL	\$0.00

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 other Schedules that are incorporated into 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. Notwithstanding the foregoing, the requirements set forth in Section 2.1.1, 6.2, 6.5 and 9.1 of this Agreement shall prevail and take precedence with respect to any conflicting terms set forth herein or in any other Schedule or related agreement. 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 *By Customer.* The Agreement may be terminated by Customer for convenience after the Initial Term, upon providing ninety (90) days written notice of such termination to Hyland, in which event Hyland shall be paid its compensation for services performed to termination date including services reasonably related to termination. The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.

1.2.3 *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.

2.1.1 Prompt Payment Act. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The Customer shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to Customer do not include applicable state and local

sales, use and related taxes. The Customer is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request Customer will provide Company with proof of tax-exempt status.

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 all Undisputed Amounts within thirty (30) days after the receipt of such invoice. “Undisputed Amounts” means all amounts on any invoice for which Customer has not provided written notice to Hyland, prior to the invoice due date, setting forth Customer’s good faith objections to payment of such invoice amounts.

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.** In the case of any Disputed Amount (as defined below), both parties will use reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland’s receipt of the notice. If any Disputed 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. As used herein, “Disputed Amounts” means those amounts on any invoice for which Customer has provided written notice to Hyland, prior to the invoice due date, setting forth Customer’s good faith objections to payment of such amounts.

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 Disputed Amounts) under any Hyland invoice shall bear interest at the rate of one and one-half percent (1%) 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: (a) any default by Customer in the payment of any Undisputed Amounts, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment; or (b) any failure of the parties to resolve a dispute relating to a Disputed Amount within sixty (60) days (or such other period mutually agreed by the parties in writing) following Hyland’s receipt of the written notice timely disputing payment of such amounts, 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 or such dispute has been resolved, as applicable.

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 prepays 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, (d) is demonstrated by recipient to have been independently developed by recipient without reference to the other party's information, or (e) is required by law to be disclosed.

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.

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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 SERVICES, 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 EXCEPT FOR CUSTOMER'S OBLIGATION TO PAY THE FEES ARISING FROM THIS AGREEMENT, NEITHER PARTY'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 SERVICES 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.

6.5 Indemnification by Customer. Customer shall not be required to indemnify and defend Hyland and its affiliates from and against all liabilities, damages, costs and expenses, instead, Customer agrees to remain liable for and settle any claim arising out of or related to negligence, recklessness, and intentional misconduct on behalf of the Customer or its affiliates during or related to performance of this Agreement to the extent permitted by law, including §768.28, Florida Statutes.

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 shall be governed by and construed in accordance with the laws of the State of Florida (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), as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida

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:

Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Customer Copy To:

Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500

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.

(e) *Use of Likeness.* Notwithstanding the forgoing, Hyland may not use Customer's official seal for marketing or publicity purposes as prohibited by §165.043, Florida Statutes. Hyland acknowledges and agrees to obtain prior written consent from Customer prior to using any of Customer's protected service marks or Customer's likeness for any reason, including marketing purposes; such written request must specifically identify the desired use and the period of use. Any authorization granted by Customer pursuant to this section shall terminate at the expiration or termination of the Agreement. Any unauthorized use of Customer's marks or likeness is strictly prohibited and failure to comply with this section shall be considered a material breach of the Agreement for which Customer may terminate.

9.14 Counterparts. This Agreement may be executed by hand or electronically in one or more counterparts, all of which when taken together shall constitute one and the same instrument. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

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/>.

9.18 Non-Discrimination & Equal Opportunity Employment. During the performance of the Agreement, neither Hyland nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Hyland will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Hyland shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Hyland further agrees that Hyland will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

9.19 Public Records. The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. Hyland shall comply with Florida's Public Records Law. Specifically, Hyland shall:

9.19.1 Keep and maintain public records required by Hyland to perform the service;

9.19.2 Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

9.19.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, Hyland shall destroy all copies of such confidential and exempt records remaining in its possession after Hyland transfers the records in its possession to the Customer subject to Hyland's document retention policies and as otherwise required to be retained by applicable law; and

9.19.4 Upon completion of the Agreement, within thirty (30) days' after written request from Customer, Hyland shall return Customer Data pursuant to Section 1.3 of the Software-as-a-Service Schedule.

9.19.5 The failure of Hyland to comply with the provisions set forth in this Article shall constitute a default and breach of the Agreement, for which, the Customer may terminate the Agreement in accordance with the terms herein.

**IF HYLAND HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO HYLAND'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

9.20 Scrutinized Companies. As of the effective date of this Agreement, Hyland certifies that it and its principals and owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

9.20.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

9.20.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

9.20.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Florida Statutes; or

9.20.2.2 Is engaged in business operations in Syria.

9.21 Employment Eligibility. Hyland certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

9.21.1 Definitions for this Section.

9.21.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

9.21.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

9.21.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

9.21.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

9.21.2 Registration Requirement; Termination. Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

9.21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

9.21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

9.21.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

9.24 Sovereign Immunity. Nothing contained in the Agreement is intended nor shall be construed to waive Customer's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

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 Pembroke Pines, Charles F. Dodge City Center City Hall, 601 City Center Way, 4th Floor, Pembroke Pines, Florida 33025 United States.

“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.



PROFESSIONAL SERVICES PROPOSAL

The City of Pembroke
Pines, FL

Document Version: 3

Document Date: 12 Apr 2022

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

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Details in this document are based on information given to Hyland Software Inc. and its affiliates and, therefore, subject to change. This document does not represent a commitment on the part of Hyland Software Inc. and its affiliates until executed by both parties and incorporated by reference into a services contract in accordance with the terms of such services contract.

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 The City of Pembroke Pines, FL 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# 38730970 (a Hyland internal request tracking number)
HSI#: 18134 (Hyland internal Customer number)

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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 The City of Pembroke Pines, FL ("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.

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. Test; and
 - B. Production.
2. Support for an upgrade of the following Hyland products:
 - A. OnBase (Version 17)

The project will begin with a migration workshop where Hyland will review the Customers existing environment and create a plan to upgrade/migrate to the Hyland Cloud. Once the workshop is completed, Hyland will build the hosted production environment. As part of the implementation phase, Hyland will make the necessary changes to the Software to properly operate in the hosted environment. Areas of focus for changes as devices in this Professional Services proposal shall be limited to environmental-related connections, products/modules configuration, 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 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;

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- 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 reconfigurations as necessary;
 - I. Ad-hoc Scanning;
 - II. Application Enabler;
 - III. Directory Import Processor;
 - IV. Document Import Processor;
 - V. EDM Services;
 - VI. Full-Text Indexing Server for Autonomy IDOL;
 - VII. Full-Text Search;
 - VIII. Production Document Imaging (TWAIN);
 - IX. PDF Framework; and
 - X. Virtual Print Driver
 - G. Review of current solution to include the following:
 - I. Import processes to include:
 - A. Eight (8) Autofill Keyword Set;
 - B. Forty-nine (49) Document Import Processes (DIP); and
 - C. Two (2) Scan Queues.
 - II. Eight (8) Internal Autofill Keyword Sets;
 - III. Nine (9) Scheduled Processes; and
 - IV. Eleven (11) Standard Custom Queries.
 - H. Encryption of disk groups and keywords;
 - I. User security and authentication with Hyland IdP or 3rd party SSO; and
 - J. Security administration.
- 2. Custom Solution Changes:
 - 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. Hyland will utilize a copy of the production environment to create the non-production environment(s);
2. 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;
3. 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;
4. 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;
5. Hyland Professional Services will provide general support for the migration, the changes or configuration specified in scope, and general solution testing/validation;
6. Hyland Professional Services support for Customer User Testing (UT) will not exceed a period of two (2) weeks for each environment;
7. Changes requested for an environment after the testing period has been completed may require additional time/budget and a Change Order;
8. Project cutover and go live will each be a one (1) time event;;
9. Hyland Professional Services support for Customer go-live will not exceed a period of one (1) week;
10. Following go-live support, Hyland Professional Services will provide stabilization support over a period of four (4) weeks; and
11. 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’s solution will be upgraded to the latest commercially available version of the Software as part of the migration activities performed by Hyland GCS;
3. Customer solution has following items that are no longer in use:
 - A. Nine (9) workflows.
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;
- 12. Any export files produced by the solution will be placed by Software to an outgoing SFTP location; and
- 13. Hyland will work with the Customer to configure User Replication Agent within the hosted environment(s). Customer understands they will be required to open their LDAP/LDAPS to a specified range of IP Addresses in order to utilize User Replication Agent for User/Group synchronization within Software.

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 other than those listed in scope;
2. Data cleanup or database inconsistencies identified during the engagement that require resolution;
3. 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.
4. Solution training guides/documentation and end user training; and
5. Solution assessment or health check.

Required Resources

Resources
Infrastructure Analyst
Project Manager
Technical Consultant

For details about required resources, please review Appendix 1. For rates, see Pricing.

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/or 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. For any Onsite Services, 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.

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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.

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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 attempt to 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 each mutually agreed upon 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. No Change Order is binding upon the parties until it is executed by both Customer and Hyland.

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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 – Migration to Hyland Hosted Environment	Fixed Fee	\$70,200.00
	25% Discount	(\$17,550.00)
	Total	\$52,650.00

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 Call	34%	\$17,901.00
2	Delivery of Cloud Migration Strategy Document	33%	\$17,374.50
3	Upon Production Cut-over Date	33%	\$17,374.50
	Total	100%	\$52,650.00

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-five percent (25%) discount against Hyland fixed fee Professional Services, in accordance with the applicable terms of the Master Software License, Services and Support Agreement, Hosting Agreement or Subscription Agreement in place between Hyland and Customer; 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.

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SIGNATURES

The City of Pembroke Pines, FL

By : 
Name : (Print) Charles F. Dodge

Title : City Manager

Date : 06-06-2022

Hyland Software Inc.

By : 
B716F235DE5A424...

Name : (Print) Noreen B. Kilbane

Title : Chief Administrative officer

Date : April 15, 2022 | 14:35:59 EDT

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.

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, and any other recommendations necessary to communicate.	

*** END OF DOCUMENT ***

ShareBase by Hyland Terms of Use and Subscription

THESE TERMS OF USE AND SUBSCRIPTION, TOGETHER WITH ANY AND ALL POLICIES REFERENCED IN THESE TERMS OF USE AND THEREBY INCORPORATED HEREIN, ARE A LEGALLY BINDING CONTRACT ("AGREEMENT") BETWEEN HYLAND AND CUSTOMER GOVERNING ACCESS TO AND USE OF SHAREBASE BY CUSTOMER AND ANY OF CUSTOMER'S USERS; AND, IF CUSTOMER IS ACQUIRING THE RIGHTS TO ACCESS AND USE SHAREBASE DIRECTLY FROM HYLAND, THEN THIS AGREEMENT ALSO GOVERNS THE TERMS OF SUCH ACQUISITION. BY CLICKING TO LAUNCH THE SETUP AND ACTIVATION OF SHAREBASE FOLLOWING THE PRESENTATION OF THESE TERMS OF USE AND SUBSCRIPTION, CUSTOMER ACCEPTS THIS AGREEMENT AND CUSTOMER AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON CUSTOMER AND CUSTOMER'S USERS. IF CUSTOMER DOES NOT ACCEPT THIS AGREEMENT OR CUSTOMER IS NOT WILLING TO BE BOUND BY THIS AGREEMENT, THEN CUSTOMER SHOULD NOT CLICK TO LAUNCH THE SETUP AND ACTIVATION OF SHAREBASE AND, IN ANY EVENT IN WHICH CUSTOMER HAS NOT ACCEPTED THIS AGREEMENT, CUSTOMER AND ANY OF CUSTOMER'S USERS ARE STRICTLY PROHIBITED FROM ACCESSING OR MAKING ANY USE OF SHAREBASE.

REPRESENTATION AND WARRANTY REGARDING AUTHORITY: BY CLICKING TO LAUNCH THE SETUP AND ACTIVATION OF SHAREBASE, THE INDIVIDUAL DOING SO IS ACCEPTING AND ENTERING INTO THIS AGREEMENT ON BEHALF OF CUSTOMER, WHICH IS A COMPANY OR OTHER LEGAL ENTITY. THE INDIVIDUAL COMPLETING SUCH CLICK REPRESENTS AND WARRANTS THAT HE OR SHE HAS ALL REQUISITE POWER AND AUTHORITY, FOR AND ON BEHALF OF CUSTOMER, TO TAKE SUCH ACTION AND TO BIND CUSTOMER AND ALL OF CUSTOMER'S USERS TO SUCH ACCEPTANCE AND TO THIS AGREEMENT.

This Agreement is effective between Customer and Hyland on and as of the date that Customer has accepted this Agreement as described above.

1. Modifications to this Agreement

Hyland reserves the right, in its sole discretion, at any time and from time to time, to modify or terminate this Agreement. Modifications to this Agreement (including any policies referred to herein) will be made by Hyland by uploading the modifications or the modified form of the Agreement at the location to which links to the Agreement included in Customer's instance of ShareBase connect Customer; and such modifications will be effective immediately upon such uploading. Hyland encourages Customer to regularly review the Agreement by linking to the Agreement terms to see if this Agreement has been modified. Customer's continued access to or use of any part of ShareBase constitutes Customer's acceptance of the modifications. If any modification is not acceptable to Customer, Hyland is no longer required to provide ShareBase to Customer and Customer's only recourse is to cease using ShareBase.

2. Defined Terms

"Agreement" means these ShareBase by Hyland Terms of Use and Subscription and any and all Hyland policies referenced in these terms and thereby incorporated herein, as in effect from time to time.

"Authenticated User" means an individual who is authorized by Customer to use the instance of ShareBase subscribed for by Customer and who is required to create and use an authenticated user identification and password in order to access and use ShareBase.

"Beta Version" means any version of ShareBase that Hyland makes available to Customer on an evaluation use-only basis, but that Hyland has not made commercially available to its ShareBase customers generally.

"Customer" means the company or legal entity on behalf of which an individual has accepted this Agreement and which has submitted one or more Purchase Order(s) to Hyland to subscribe for ShareBase that Hyland has accepted.

"Customer Content" means electronic data, information, files and other content submitted by or for Customer to the instance of ShareBase subscribed for by Customer or collected or processed by Customer using such instance of ShareBase.

"Customer's Users" means any or all of the Authenticated Users or Linked Users authorized by Customer to use the instance of ShareBase subscribed for by Customer, as the context may require.

“Hyland” means Hyland Software, Inc. or, if Customer’s principal business location using ShareBase or, if none, the business location from which Customer accepted this Agreement, is located in a country in which a subsidiary of Hyland Software, Inc. is the principal Hyland company conducting business, then the subsidiary of Hyland Software, Inc. that is the principal Hyland company conducting business in such country.

“Linked User” means an individual to whom Customer or any Authenticated User of Customer has provided access, using controls provided in ShareBase, to Customer Content stored in the instance of ShareBase subscribed for by Customer, but which is not required to obtain or use a user identification, password or other means of authentication within ShareBase.

“Purchase Order” means an ordering document specifying the ShareBase use and access for which Customer is acquiring a subscription, including the applicable usage limits subscribed to; and, in the case of the activation by Customer of additional Authenticated User(s), Customer’s action to activate such additional Authenticated Users(s) and the information with respect to such additional Authenticated User(s) stored in ShareBase will constitute an ordering document for these purposes.

“Reseller”, if applicable, means the authorized solution provider of Hyland from which Customer has acquired the right to use ShareBase under this Agreement.

“ShareBase” means the services and software and other components described in Section 3.

3. Description of ShareBase.

3.1 Solution. ShareBase is a cloud-based solution of services and software for electronic storage, sharing and processing of Customer Content, which is accessible by Customer and Customer’s Users through the web site hosted by Hyland through which Customer has accepted this Agreement. Hyland reserves the right, in its sole discretion, at any time and from time to time, to modify, discontinue or terminate ShareBase or any services or software included in ShareBase.

3.2 Beta Versions.

- A. Hyland may offer to Customer Beta Versions of ShareBase for use for a limited time at no charge. Customer may elect to accept or decline any Beta Version trial in its sole discretion. Hyland will provide notice to Customer identifying any version of ShareBase that is offered as a Beta Version. Beta Versions of ShareBase are for evaluation purposes only and not for production use and may be offered subject to additional terms and conditions.
- B. Unless otherwise stated, the evaluation use period of any Beta Version of ShareBase will terminate or expire upon the earliest of (1) Hyland electing to discontinue the availability of such Beta Version at any time, in its sole discretion, (2) one (1) year from the use start date of such Beta Version, or (3) the date after the use start date of such Beta Version upon which Hyland first commercially releases to its ShareBase customers generally a new version of ShareBase. Hyland may, in its sole discretion, never make such Beta Version commercially available to its ShareBase customers generally. HYLAND HAS NO LIABILITY OR RESPONSIBILITY FOR ANY HARM, DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH ANY BETA VERSION OF SHAREBASE OR CUSTOMER'S OR CUSTOMER'S USERS' ACCESS TO OR USE OF ANY SUCH BETA VERSION.
- C. Hyland has no responsibility or obligation to transfer any Customer Content from any Beta Version of ShareBase used by Customer or Customer's Users to any production version of ShareBase used by Customer or Customer's Users at any time, including at the termination or expiration of the use period of any Beta Version.

3.3 Storage and Processing Location(s). Hyland operates ShareBase from business locations and data centers located in the United States and in other countries. Customer's instance of ShareBase may be located inside or outside of the United States and Customer Content may be transmitted, stored, processed or routed through locations inside or outside of the United States. Notwithstanding the preceding, Customer may specify in its initial Purchase Order subscribing to ShareBase that its instance of ShareBase be located only in Hyland data centers located in the geographic region selected by Customer from the list of geographic regions made available by Hyland. Hyland operates ShareBase from locations within the European Union and, if Customer has specified in accordance with the preceding sentence that its instance of ShareBase be located only in the European Union, then Hyland will not engage in any transmission, storage, processing or use of Customer Content outside of the European Union or Switzerland.

3.4 Subscription Period. Customer's initial subscription period for ShareBase is the subscription term mutually agreed upon by Customer and Hyland or Reseller at the time of Hyland or Reseller's acceptance of Customer's initial Purchase

Order. For annual subscription periods, the initial subscription period shall commence on the date of Customer's submission of the purchase order for ShareBase and shall expire on the anniversary of such date; and thereafter, subject to modification of the subscription period in accordance with the Agreement or to early termination of the subscription period in accordance with this Agreement, the subscription period shall renew annually on the anniversary of such commencement date. The subscription period is subject to modification only by mutual agreement of Customer and Hyland and any such modification shall be effective only upon expiration of the then-current subscription period.

4. Availability of ShareBase.

Hyland will make ShareBase available to Customer pursuant to this Agreement; and Hyland will use commercially reasonable efforts to provide such availability 24 hours a day, 7 days a week, except for scheduled or unscheduled downtime for maintenance and support. Hyland may temporarily suspend the availability of ShareBase if the continued availability of ShareBase would jeopardize the security of ShareBase, including, without limitation, in the cases of hacking, denial of service attacks or other malicious activities. If Customer purchases ShareBase directly from Hyland (and not a Hyland reseller), Hyland will provide support for ShareBase in accordance with these provisions and the Support Prioritization Attachment attached hereto. HYLAND'S OBLIGATIONS UNDER THIS SECTION 4 APPLY ONLY TO PAID PRODUCTION VERSIONS OF SHAREBASE AND SPECIFICALLY DO NOT APPLY TO EVALUATION OR TRIAL VERSIONS OF SHAREBASE, INCLUDING BUT NOT LIMITED TO BETA VERSIONS.

5. Activation of ShareBase for Customer's Use.

Customer and Customer's Users may not make any use of the instance of ShareBase subscribed for by Customer until Customer completes the steps to activate such instance of ShareBase for Customer's use. Hyland will provide Customer by email a link to be used to complete the activation steps after Hyland has received and accepted Customer's Purchase Order initially subscribing to ShareBase.

6. Customer's Use of ShareBase.

6.1 Access. Customer and Customer's Users may access and use one (1) instance of ShareBase subscribed for by Customer under this Agreement, only in accordance with the terms of this Agreement. Customer acknowledges and agrees that Hyland provides ShareBase to other customers and that Customer's and Customer's Users' access to and use of ShareBase are on a non-exclusive basis. Customer will prevent unauthorized use of ShareBase by Customer's Users and terminate any unauthorized use of or access to ShareBase. For these purposes, unauthorized use of or access to ShareBase will include any use of or access to Customer's instance of ShareBase by anyone other than an Authenticated User or a Linked User. Customer will promptly notify Hyland of any unauthorized use of or access to ShareBase.

6.2 Rights to Use of Software Included in ShareBase. Customer may receive software from Hyland as part of ShareBase that is required to be downloaded and installed on Customer's or Customer's Users' computers or mobile devices. In the case of such software to be downloaded and installed on a computer, the use of such software will be governed by this Agreement unless (a) separate license terms are presented in connection with the installation of such software, or (b) in the case of open source software included in such download, Hyland will make the license for such open source software available to Customer, and in either of such cases the use of such software will be governed by those separate license terms and this Agreement will not apply to such use. In the case of such software to be downloaded and installed on a mobile device, if such software will be downloaded from the application market or store maintained by the manufacturer of the mobile device, then use of such software will be governed by the license terms for the software included at the applicable application store or market or presented to Customer or Customer's User in the software, and this Agreement will not govern such use. Customer's and Customer's Users' access to and uses of any other software that is part of ShareBase are governed by this Agreement. Hyland reserves all other rights in and to any software.

New versions of software installed on Customer's or Customer's Users' computers or mobile devices may automatically be downloaded to such computers and devices.

Any software is licensed, not sold. Unless Hyland notifies Customer otherwise, the software license ends when Customer's rights to use ShareBase ends.

6.3 Acceptable Use. All access to and uses of ShareBase by Customer and Customer's Users must comply with the ShareBase by Hyland Acceptable Use Policy, which is available by using the link provided in Customer's instance of ShareBase.

6.4 Privacy. All access to and uses of ShareBase by Customer and Customer's Users are subject to the ShareBase by Hyland Privacy Policy, which is available the link provided in Customer's instance of ShareBase.

6.5 Certain Restrictions. Customer agrees that Customer and Customer's Users shall not:

- A. remove any Hyland notices or copyright, trademark or other proprietary rights notices that appear in ShareBase or during the use of ShareBase;
- B. sell, transfer, rent, lease or sub-license the right to use ShareBase or any components thereof to any third party;
- C. alter or modify ShareBase or any components thereof;
- D. reverse engineer, disassemble, decompile or attempt to derive source code from any components of ShareBase;
- E. prepare derivative works from ShareBase or any components thereof;
- F. make any use of ShareBase for processing of third party data, documents or content as a service bureau, application service provider, business process outsource provider or otherwise;
- G. make any use of ShareBase in connection with the design, creation, development, enhancement or improvement of any similar service or solution; or
- H. make any use of ShareBase in any situation where failure or fault of any kind of ShareBase could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). High Risk Use is STRICTLY PROHIBITED. ShareBase is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. 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 use of ShareBase for administrative purposes, to store configuration data, engineering 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.

6.6 Internal Administration of ShareBase by Customer. Customer may give any of its Authenticated Users the rights to act as a system administrator, through the configuration tools included in ShareBase, for the instance of ShareBase subscribed for by Customer. Hyland has no responsibility or obligations in connection with the internal management or administration of Customer's instance of ShareBase.

6.7 Third Party Services and Content. ShareBase contains functionality which allows Customer to link or integrate ShareBase with services provided by third parties and to access third party web sites and content. Hyland has no responsibility for such third party services, web sites or content. Any activities engaged in by Customer or any of Customer's Users with third parties using ShareBase 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 that may be linked through ShareBase. Hyland is not responsible for any third party content, products or materials purchased, accessed or used by Customer or Customer's Users using ShareBase.

6.8 Responsibility for Access and Use by Customer's Users. Customer is responsible for any access to or use of ShareBase by Customer's Users.

6.9 Suspension or Termination of Access and Use. Hyland may suspend or terminate all access to and use of ShareBase by Customer and all of Customer's Users for: (1) any violation of this Agreement; (2) any unauthorized access to or use of ShareBase occurring through Customer's instance of ShareBase; (2) Customer's or any of Customer's Users' use of ShareBase in a manner that (a) could disrupt ShareBase or the ShareBase infrastructure or that could adversely affect the access to and use of ShareBase by any other customer of Hyland, or (b) Hyland reasonably believes could cause legal liability to Hyland; (3) reasonable suspicion of or detection of any malicious code, virus or other harmful code introduced by Customer or any of Customer's Users or introduced into or through Customer's instance of ShareBase; or (4) Customer's use of excessive storage capacity or bandwidth when compared to other users.

7. Customer Content.

7.1 Ownership and Rights.

- A. Of Customer. Customer retains all rights of Customer or Customer's Users in all Customer Content. Customer represents and warrants to Hyland that Customer has all rights in all Customer Content necessary for Customer and Customer's Users to transmit, store, process and use such Customer Content to, in and with ShareBase. Customer also represents and warrants to Hyland that the transmission, storage, processing and use of all Customer Content do not violate this Agreement or any applicable laws, rules or regulations.
- B. Of Hyland. Customer grants to Hyland and its contractors the right to transmit, store, process, use and disclose Customer Content solely to the extent necessary to provide ShareBase in accordance with this Agreement and as otherwise permitted by this Agreement. Hyland and its contractors may access Customer's instance of ShareBase, including Customer Content, to respond to service or technical problems with ShareBase or to the extent required by applicable laws, rules or regulations.

7.2 Customer's Responsibilities with Respect to Customer Content and Personal Data.

- A. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright and other intellectual property rights of all Customer Content. Hyland has no responsibility or liability for the retention, deletion, correction, destruction, damage to, loss of or failure to store any Customer Content.
- B. Customer shall comply with and fulfill all legal duties applicable to Customer or any of Customer's Users as a data controller arising out of, related to or based upon Customer or any of Customer's Users transmitting, storing, processing or using to, in or with ShareBase any personal data of any individual. In particular, Customer shall be responsible to provide, and shall provide, to any individuals all information and notices as may be required to be provided under any applicable privacy or data protection laws, rules or regulations and, if necessary, to obtain consents of such individuals and provide choices to such individuals regarding the handling of their personal data.

C. Unless Customer has entered into a Business Associate Agreement with Hyland covering ShareBase, Customer and Customer's Users shall not transmit, store, process or use to, in or with ShareBase any "protected health information" of any individual as defined under the U.S. Health Insurance Portability and Accountability Act of 1996, as amended. Hyland shall have no responsibility or liability for any such "protected health information" handled in any manner in violation of this paragraph.

8. Ownership and Intellectual Property and Proprietary Rights of Hyland.

Hyland owns ShareBase and any and all computer hardware and telecommunications or other equipment and computer software, including web sites, and including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the components of ShareBase. ShareBase is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in ShareBase or any hardware or software components of ShareBase are transferred to Customer or Customer's Users. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in or to any of the foregoing, except for the limited express rights granted in this Agreement. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. At no time will Customer or any of Customer's Users file or obtain any lien or security interest in or on ShareBase or any components of ShareBase.

9. No Warranties; Disclaimers.

HYLAND PROVIDES SHAREBASE ON AN "AS IS" AND "AS AVAILABLE" BASIS. HYLAND MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO SHAREBASE (INCLUDING ANY HARDWARE OR SOFTWARE) AS PROVIDED OR MADE AVAILABLE FOR USE BY HYLAND TO CUSTOMER AND CUSTOMER'S USERS UNDER THIS AGREEMENT; AND HYLAND DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF TITLE, WARRANTIES AGAINST INFRINGEMENT AND WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A

COURSE OF DEALING OR USAGE OF TRADE. HYLAND DOES NOT MAKE (AND EXPRESSLY DISCLAIMS) ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT SHAREBASE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT SHAREBASE WILL INTEROPERATE WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR SERVICE, THAT CUSTOMER CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, THAT SHAREBASE WILL MEET CUSTOMER'S EXPECTATIONS OR REQUIREMENTS OR THAT ANY ERRORS OR DEFECTS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH A CASE THE FOREGOING EXCLUSIONS WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Indemnification.

10.1 By Customer. Customer will indemnify, defend and hold harmless Hyland from and against all liabilities, damages and costs and expenses, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Hyland based upon: (a) any Customer Content or third party content provided by Customer or any of Customer's Users and transmitted, stored, processed or used in ShareBase; or (b) Customer's or any of Customer's Users' use of ShareBase in violation of this Agreement or applicable laws, rules or regulations. Hyland will promptly notify Customer of any claim with respect to which Hyland seeks indemnification under this Section 10.1 and reasonably cooperate with Customer in defending and settling the claim.

10.2 By Hyland. Hyland agrees to indemnify, defend and hold harmless Customer from and against all liabilities, damages and costs and expenses, 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 ShareBase 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 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 ShareBase, or to replace the relevant portions of ShareBase with other equivalent, non-infringing portions or modify ShareBase so that it no longer infringes. If Hyland is unable to accomplish either of the options set forth in (d), Hyland shall terminate this Agreement and Customer's use of ShareBase upon thirty (30) days advance written notice to Customer and refund to Customer a pro rata amount of any prepaid fees for the then current subscription period. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer to the extent that such claims arise from: (1) any Customer Content or third party content; (2) use of ShareBase other than as expressly permitted by this Agreement; (3) the combination of ShareBase or any component thereof with any product or service not furnished by Hyland; or (4) the modification or addition of any component of ShareBase, other than by Hyland or a contractor to Hyland specifically retained by Hyland to provide such modification or addition. THIS SECTION 10.2 STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BY SHAREBASE OR ANY COMPONENT THEREOF.

11. Limitations of Liability.

IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION OR THE COST OF RECOVERING SUCH DATA OR INFORMATION OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF OR INABILITY TO USE SHAREBASE, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

ADDITIONALLY, IN NO EVENT SHALL MICROSOFT CORPORATION, AS A SUPPLIER TO HYLAND, BE LIABLE FOR ANY DIRECT DAMAGES.

THE AGGREGATE LIABILITY OF HYLAND AND ITS DIRECT AND INDIRECT SUPPLIERS RELATING TO SHAREBASE WILL BE LIMITED TO THE AMOUNT OF THE FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO HYLAND UNDER THIS AGREEMENT DURING THE ONE (1) YEAR SUBSCRIPTION PERIOD IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURS.

THE FOREGOING LIMITATIONS ON LIABILITY WILL APPLY EVEN IF CUSTOMER IS NOT FULLY COMPENSATED FOR ANY LOSSES OR DAMAGES IT MAY SUFFER AND EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

FOR CUSTOMERS THAT PROVIDE HEALTHCARE SERVICES: IF CUSTOMER USES SHAREBASE IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT SHAREBASE IS AN ADVISORY DEVICE AND IS NOT INTENDED TO SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF CUSTOMER'S USERS.

12. Acquisition and Payments.

12.1 Acquisition from Reseller. If Customer has acquired the right to use ShareBase from Reseller, then Customer shall submit all Purchase Orders related to such acquisition to Reseller and Reseller shall submit Purchase Orders related to such acquisition to Hyland. Unless and until Hyland notifies Customer in writing to the contrary, all fees and charges with respect to ShareBase shall be mutually agreed upon by Customer and Reseller, and Reseller will invoice Customer for all such fees and charges. Customer agrees to make any and all payments of such fees and charges to Reseller pursuant to such mutually agreed terms.

12.2 Acquisition from Hyland.

- A. **Purchase Orders.** If (1) Customer has agreed to acquire the right to use ShareBase directly from Hyland or (2) Hyland has delivered to Customer the notice described in Section 21.1, then Customer shall submit Purchase Orders to Hyland for any acquisition of rights to use ShareBase thereafter occurring. Each Purchase Order submitted by Customer is subject to acceptance or rejection by Hyland, in its sole discretion. In the event any Purchase Order contains any additional terms or conditions not contained in this Agreement, or contains any terms or conditions that conflict with any of the terms or conditions of this Agreement, the terms and conditions of this Agreement shall control, Hyland shall be deemed to have rejected such additional or conflicting terms of such Purchase Order and such additional or conflicting terms of such Purchase Order shall not be a part of the understanding and agreement between Customer and Hyland.
- B. **Fees and Charges.** Hyland and Customer will mutually agree upon the fees and charges for the initial subscription period for Customer's initial acquisition of the right to use ShareBase. Hyland reserves the right to change the fees or charges, and to institute new fees or charges, at any time upon at least 30-days' written notice to Customer by email or by posting the change in ShareBase. If Customer purchases additional ShareBase features or User rights during a subscription period, additional fees and charges (as mutually agreed upon by Hyland and Customer) will be payable for such additional features or User rights. All fees and charges are non-refundable.
- C. **Invoicing and Payments.** For all ShareBase features or User rights already subscribed to as of the first day of a subscription period, Hyland will bill Customer once per subscription period by invoice for all applicable fees and charges. For all additional ShareBase features or User rights acquired by Customer during a subscription period, Hyland will bill Customer by invoice for all fees and charges for such additional features or User rights for the subscription period in which such Customer's Purchase Order is accepted by Hyland on a pro-rated basis determined on the same basis as the applicable proration method used below for invoicing during the initial subscription period and, thereafter, as part of the regular billing.
- For the initial subscription period hereunder, Hyland will bill Customer by invoice on an annual basis in advance on the commencement date of such initial subscription period. All fees and charges for annual renewal subscription periods will be invoiced in advance on or about the commencement dates of such renewal subscription periods, and such fees and charges shall be due and payable on or before the commencement of any such renewal subscription period.

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 an under billing error which is discovered by Hyland, Hyland may issue a new invoice to correct the error. If Customer has provided to Hyland an authorized credit card, Hyland may elect to automatically charge the fees and charges on any invoice issued by Hyland promptly after delivery of the invoice. Otherwise, Customer shall pay any invoice issued by Hyland in full to Hyland net thirty (30) days from the date of Customer's receipt of such invoice.

Customer shall not be entitled to any refund of fees and charges already paid, notwithstanding any early cancellation, expiration or termination of any subscription period or this Agreement.

- D. Resolution of Invoice Disputes. If Customer believes that an invoice contains an error, then Customer shall, prior to the due date for payment of such invoice, notify Hyland in writing that it disputes all or any portion of an amount invoiced. Any amounts not timely disputed in accordance with the preceding sentence shall be deemed to be undisputed and shall be payable in accordance with Section 12.2(c). With respect to any amounts that are timely disputed, both parties will use commercially 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 are unable to resolve the dispute in accordance herewith, either party thereafter may file litigation in a court of competent jurisdiction under this Agreement to seek resolution of the dispute.
- E. Certain Remedies for Non-Payment or for Late Payment. At the election of Hyland, exercisable by written notice to Customer, any past due amounts 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 by Hyland, 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 Customer's and Customer's Users' rights to use ShareBase under this Agreement unless and until such default shall have been cured.
- F. 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.

G. Currency. Unless otherwise mutually agreed upon by Hyland and Customer, all fees and charges for ShareBase will be determined, invoiced and paid in U.S. dollars.

13. Term and Termination.

13.1 Term. Subject to the early termination provisions of Section 13.2, 13.3 and 13.4 below, this Agreement commences upon acceptance by Customer (as described in the introduction to this Agreement) and shall continue in effect until Customer's cancellation of its subscription for ShareBase at any time, which must be exercised by Customer's delivery to Hyland of at least thirty (30) days' advance written notice of cancellation.

13.2 Early Termination. Each party will be entitled to give written notice to the other party of any material breach by such other party or other material failure by such other party to comply with any term or condition of this Agreement (including for purposes hereof any non-payment of amounts due under this Agreement), specifying the nature of such breach or non-compliance and requiring such other party to cure the breach or non-compliance. If such other party has not cured or commenced the necessary action to cure the breach or non-compliance within fifteen (15) calendar days after receipt of such written notice, this Agreement will automatically and immediately terminate as of the close of business, 5:00PM, US Eastern Time, on such 15th day.

13.3 Violation of Laws. If, in the reasonable opinion of Customer or Hyland, compliance by either party with the terms of this Agreement will be in violation of any applicable law, rule or regulation implemented or modified after Customer's acceptance of this Agreement, Customer or Hyland, as the case may be, may terminate this Agreement upon at least thirty (30) days written notice to the other party.

13.4 Discontinuation of ShareBase. If Hyland elects to discontinue or terminate ShareBase in its entirety and for all customers and users, as described in the last sentence of Section 3.1, then Hyland may terminate this Agreement upon at least thirty (30) days written notice to Customer.

13.5 Certain Effects of Termination.

- A. Payments. In the case of any termination or non-renewal of this Agreement, Customer will remain obligated 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. All such payments will be made in accordance with the payment terms of this Agreement, which will survive any such termination or non-renewal for these purposes.
- B. Cessation of Use. Immediately upon any termination or expiration of this Agreement, Customer and Customer's Users shall cease any and all uses of ShareBase and, in the case of any software installed on any of Customer's or Customer's Users computers or mobile devices, Customer must promptly uninstall such software. Except upon a termination by Hyland in accordance with Section 13.2, Hyland may continue to grant to Customer access to ShareBase, at then-current fees and charges, for such period as Hyland may determine, for the sole and limited purpose of permitting Customer to export Customer Content. If Hyland has terminated this Agreement under Section 13.2, upon written request of Customer received by Hyland not more than fifteen (15) calendar days after the effective date of such termination, Hyland may make an electronic file of Customer Content available to Customer for a fee. Following termination, Hyland has no responsibility or obligation to maintain any Customer Content stored by Customer in ShareBase or to export or forward Customer Content to Customer or any third party. As of and after thirty (30) days following the termination or expiration of this Agreement, Hyland may delete any Customer Content relating to Customer's instance of ShareBase.
- C. Survival of Obligations. The provisions of this Agreement that by their nature or express terms extend beyond the termination or non-renewal of this Agreement will survive and remain in effect until all obligations thereunder are satisfied. All indemnification obligations, disclaimers of warranties and limitations of liability set forth in this Agreement will survive any termination or non-renewal of this Agreement.

14. Additional Terms and Provisions.

14.1 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.

14.2 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 laws of the State of Ohio (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, 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.

14.3 Notices. Either party may provide notices under this Agreement to the other party by email, regular mail or overnight courier. In addition, Hyland may provide notices to Customer by postings on the web site included in Customer's instance of ShareBase.

14.4 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.

14.5 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.

14.6 Integration. This Agreement, including these Terms of Use and Subscription and any and all policies referred to herein, set forth the entire agreement and understanding between the parties pertaining to the subject matter and

merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this Agreement. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any written notification or documentation, from Customer or otherwise, will be of no effect unless expressly agreed to in writing by both parties. In the event of any conflict between the terms of this Agreement and any other document or agreement, the terms of this Agreement will prevail and control.

14.7 Binding Agreement and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Hyland may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity. Customer may not assign 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 Hyland. Any change in control of Customer resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section 14.7 shall be null and void and of no force or effect.

14.8 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.

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

14.10 Export Compliance. Regardless of any disclosure made by Customer to Hyland of an ultimate destination of any components (including documentation) of the instance of ShareBase subscribed for by Customer, Customer agrees not to export either directly or indirectly any of the foregoing without first obtaining a license from the United States government to export or re-export such components, as may be required, and to comply with United States government export regulations, as applicable. Customer agrees that it will not export or re-export any components of ShareBase to a country that is subject to a U.S. embargo (such embargoed countries include, but are not limited to, Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan and Syria) under the U.S. Department of Commerce Export Administration Regulations and U.S. Department of State International Traffic in Arms Regulations. Customer will not export or re-export any components of ShareBase to any prohibited person or entity in violation of U.S. export laws as described above (for more information visit: <http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>). Customer shall not use ShareBase for any prohibited end uses under applicable United States laws and regulations, 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.

14.11 U.S. Government End Users. The terms and conditions of this Agreement shall pertain to the U.S. government's use or disclosure of ShareBase or any of its components as Customer or a Customer's User, and shall supersede any conflicting contractual terms or conditions. As Customer or a Customer's User, the U.S. government hereby agrees that all software included in ShareBase qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that such software is developed exclusively at private expense. If this right to use fails to meet the U.S. government's needs or is inconsistent in any respect with federal law, the U.S. government agrees to cease using ShareBase. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display or disclosure of ShareBase or any components thereof, including user documentation by the U.S. government is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of this Agreement shall supersede any conflicting contractual terms or conditions.

14.12 Copyright Complaints and Removal Policy. Hyland respects the intellectual property rights of others and expects that users of ShareBase will do the same. In accordance with 17 U.S.C. §512(c)(3), if you believe that your work

has been copied or used in a way that constitutes copyright infringement, please provide Hyland with the following information: (1) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (2) identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (4) your contact information, including your address, telephone number, and an email address; (5) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Please send such notices by email to safeharbor@hyland.com or by regular mail to Hyland Software, Inc., General Counsel, 28500 Clemens Rd., Westlake, Ohio 44145.

Hyland reserves the right to delete or disable Customer Content alleged to violate this Agreement and to terminate the access and use rights of repeat infringers.

14.13 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.

SUPPORT PRIORITIZATION ATTACHMENT

Additional Defined Terms:

“Documentation” means the Help Files included in ShareBase, which relate to the functional, operational or performance characteristics of ShareBase.

“Error” means any defect or condition inherent in ShareBase which is reported to Hyland by Customer and which is confirmed by Hyland, that causes ShareBase to fail to function in any material respect as described in the Documentation.

“Resolution” means Hyland provides Customer with a reasonable workaround, correction, or modification that solves or mitigates a reported Error.

“Technical Support Services” means telephone or online technical support related to problems reported by Customer and associated with the operation of ShareBase, including assistance and advice related to the operation of ShareBase.

Severity Level	Description	Hyland Response
Level 1	“Level 1” means any Error that causes total or substantial ShareBase failure, which means that ShareBase is down and Customer is unable to access ShareBase in any way within their production environment.	<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>If there is no Resolution within two (2) hours of the Customer’s notice, Hyland will place the Customer on the High Visibility Ticker (HVT).</p> <p>If there is no Resolution within four (4) hours of the Customer’s notice or by the end of business of that day, Hyland will designate the Error as Code Blue. Designation as Code Blue means a resolution team is immediately formed for the Level 1 Error and the resolution team provides continuous updates on all issues of change or status to all C-Level Executives and Vice Presidents of Hyland, and all of Hyland employees are made aware that the Customer is on Code Blue.</p> <p>To provide a Resolution, Hyland will match the Customer’s effort, up to and including 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution.</p>
Level 2	“Level 2” means an Error that causes substantial ShareBase failure which prevents a portion of	Upon receiving notification from Customer, Hyland’s Technical Support contact will notify a support Manager within sixty (60) minutes. Within two

	Customer's users from accessing ShareBase in any way within the production environment.	<p>(2) hours, the Manager will notify a member of Senior Management or Vice President.</p> <p>If there is no Resolution by the end of business on that day, Hyland will place the Customer on Hyland's High Visibility Ticker.</p> <p>If there is no Resolution within twenty-four (24) hours of Customer's notice, Hyland will designate the Error as Code Blue.</p> <p>To provide a Resolution, Hyland will match Customer's efforts up to 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution.</p>
Level 3	"Level 3" means that ShareBase is usable except that an Error causes an ongoing, system-wide, severe performance degradation.	To provide a Resolution, Hyland will match Customer's efforts up to 5 days/week, 16 hours/day, through holidays and weekends until there is a Resolution.
Level 4	"Level 4" means that ShareBase is usable except that an Error 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 ShareBase is usable except that an Error causes a trivial inconvenience and the task can be completed in another way.	Standard support.
Level 6	"Level 6" means Technical Support Services.	Standard support.

PROFESSIONAL SERVICES SCHEDULE

This Schedule forms a part of the Hyland Master Agreement or any other agreement between Customer and Hyland (the "Agreement") which incorporates this Schedule by reference.

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 the 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/services>. 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 the 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 the 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 the 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 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 the Agreement.

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 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 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.

SOFTWARE-AS-A-SERVICE SCHEDULE

This SaaS Schedule ("SaaS Schedule") forms a part of the Hyland Master Agreement or any other agreement between Customer and Hyland (the "Agreement") which incorporates this SaaS Schedule by reference.

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 the 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.

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

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

"Initial Term" means the initial term of this SaaS Schedule which is set forth in the Cover Page, Purchase Table Schedule, or other

ordering document. If not set forth in the Cover Page, Purchase Table Schedule, or other ordering document, the Initial Term is the three (3) year period beginning on the Effective Date of this Schedule.

“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.

“SaaS Security Attachment” means the document available at <https://legal.hyland.com/Customer-Legal-Center#saas-security-attachment>. The SaaS Security Attachment describes Hyland's current security processes and procedures. These processes and procedures may be updated from time to time, but will not be materially reduced.

“Service Class” means the service level commitment included as part of the 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.

“Support Prioritization Attachment” is the document available at <https://legal.hyland.com/Customer-Legal-Center#maintenance-and-support-prioritization-attachment>.

“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. To the extent Service Class upgrades or downgrades are available related to the Hyland Cloud Service purchase by Customer, Customer may upgrade the Service Class at any time, but may downgrade such Service Class only after the expiration of the Initial Term 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 may 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 CONDUCT.

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 the Acceptable Use Policy, as in effect from time to time, a copy of the current form of which is available at <https://legal.hyland.com/Customer-Legal-Center#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 Services 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 Services 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.

(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 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.

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.

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 available at <https://legal.hyland.com/Customer-Legal-Center#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 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.

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: (i) any component of the Hyland Cloud Service has been modified, misused or abused by Customer or a third party, (ii) 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 (iii) 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 obligation, and Customer'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 prepaid 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 THE 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 THE 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 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 the 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.

ShareBase by Hyland Acceptable Use Policy

I. Introduction

[next](#)

This Acceptable Use Policy (this “AUP”) applies to all persons and entities (collectively referred to herein as “User”) who access and use ShareBase acquired under a ShareBase by Hyland Terms and Use and Subscription agreement with Hyland Software, Inc. (“Hyland”), either directly from Hyland or from a Hyland authorized reseller. This AUP is designed to protect the security, integrity, reliability and privacy of the ShareBase platform and network for all users. All capitalized terms used in the AUP and not defined herein have the meanings of such terms as they are defined in the ShareBase by Hyland Terms of Use and Subscription in effect between User and Hyland.

User’s use of the ShareBase 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 AUP at any time effective immediately by uploading the modifications or the modified form of the AUP at the location to which links to the Agreement included in User’s instance of ShareBase connect User.

II. User Obligations

[previous](#)[next](#)

A. Misuse. User is responsible for any misuse of ShareBase. Therefore, User must take all reasonable precautions to protect access to and use of its instance of ShareBase.

B. Restrictions on Use. User shall not use ShareBase in any manner in violation of applicable law including, but not limited to, by:

1. infringing or misappropriating intellectual property rights, including copyrights, trademarks, service marks, software, patents and trade secrets;
2. 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;

ShareBase™ by Hyland Privacy Policy

[next](#)

Effective: June 18, 2020

The ShareBase by Hyland Privacy Policy (“Policy”) describes how Hyland Software, Inc. and its affiliates (“Hyland”, “we” or “us”) collect, use, and share the personal information we obtain when you use the ShareBase Web Application, ShareBase Mobile Application, or ShareBase Desktop (collectively referred to as “ShareBase”). This Policy also describes your choices regarding our use of your information, the ways in which we safeguard such information, and how you may contact us regarding our privacy practices. In addition, this Policy includes information about our use of cookies.

This Policy does not apply to your use of other Hyland services, including Hyland websites, web-based products, or other mobile applications. Please refer to the applicable terms of use, privacy policy, or subscription for information regarding the terms and conditions applicable to your use of those products. This policy also does not apply to the content that you upload, store or process using ShareBase (“Customer Content”). Customer Content is processed by Hyland pursuant to the ShareBase by Hyland Terms of Use and Subscription Agreement entered into between Hyland and the company or legal entity that licenses ShareBase (“Customer”).

ShareBase is directed to business users and not to individual consumers seeking products or services for personal or household use. If you are an individual consumer seeking products or services for personal or household use, you are not authorized to use Sharebase.

Hyland Software, Inc. and its affiliate entities are responsible for processing your personal information as described in this Policy. Contact information for each Hyland company is available [here](#).

This policy contains the following sections:

[Information We Collect](#)

[How We Use Your Information](#)

[How We Share Your Information](#)

[Security](#)

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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.

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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.

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

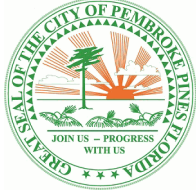
Valid receipts, that support the legitimacy of the expense claim, must be submitted with the expense report for all expenses, regardless of amount. Documentation must provide proof of payment including payment method (last 4 digits of card used if paid via card). Gift cards are not valid forms of payment 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.



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 8.

File ID: 22-0443

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 05/19/2022

Short Title: Hyland Software Agreement for a Cloud Hosted Solution for the OnBase Document Management Software and Database

Final Action: 06/01/2022

Title: MOTION TO APPROVE CONTRACT BETWEEN HYLAND SOFTWARE, INC AND THE CITY OF PEMBROKE PINES TO UPGRADE THE CITY'S CURRENT ON-PREMISE HYLAND ONBASE DOCUMENT MANAGEMENT SOFTWARE AND DATABASE AND MIGRATING TO HYLAND'S HOSTED CLOUD PLATFORM FOR AN AMOUNT NOT TO EXCEED \$163,378.40, FOR AN INITIAL THREE YEAR PERIOD.

***Agenda Date:** 06/01/2022

Agenda Number: 8.

Internal Notes:

Attachments: 1. Proposed Hyland Agreement for Cloud Hosted Solution (Vendor Executed), 2. Proposed Hyland Statement of Work for the Migration to Hyland Cloud Hosted Solution, 3. Current On-Premise Software License, Services & Support Agreement - Hyland Software, Inc. (All Backup)

1 City Commission 06/01/2022 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Good Jr.,
Commissioner Castillo, and Commissioner Siple

Nay: - 0

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines a Request for Proposal as "A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include, but is not limited to, general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any

other evaluation criteria. The city may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."

- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

- Chapter 35.28 of the City's Code of Ordinances is titled "CHANGE ORDERS."

- Chapter 35.28(B) states that "Notwithstanding the provisions of division (A), the City Manager is not authorized to approve a change order without authorization of the City Commission where the initial purchase required the City Commission's approval and where the sum of all change orders issued under the contract exceeds 5% of the original contract amount or \$25,000."

- Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"

- Pursuant to Section 35.18(C)(7)(i) of the City's Code of Ordinances, "Software licensing and maintenance with the company from which the software was purchased, or its authorized representative;"

Agenda Request Form Continued (22-0443)

SUMMARY EXPLANATION AND BACKGROUND:

1. On June 18, 2014, Commission awarded RFP # IT-13-10 "Integrated Agenda and Document Management Suite" to Hyland Software, Inc.
2. The original project proposed by Hyland included its Document Management solution OnBase and its Agenda Management solution called SIRE Agenda Plus.
3. In January of 2015, Hylands contacted the Technology Services Director about possibly changing the SIRE product offered for the Agenda Management solution to a newly developed program under the same name as the Document Management solution; OnBase. Hyland stated that they were no longer going to deploy the SIRE product and were transitioning their new clients to the newly developed OnBase program.
4. On June 17, 2015, the City Commission approved an amendment of the master software license, services and support agreement between the City and Hyland Software, Inc. amending the Agenda Management software program being purchased from SIRE to OnBase and reducing the overall project cost by \$19,595.
5. On August 17, 2016, the City Commission approved an amendment of the master software license services and support agreement between the City and Hyland Software, Inc. removing Hyland's Agenda Management software program as it did not meet the City's requirements, for a credit of \$38,000, and leaving their Document Management solution.
6. The maintenance fees in the current contract for the on-premise solution costs \$16,695.93 for the 2022 calendar year.
7. Hyland has announced their intentions to make new features for their Document Management solution available only to their cloud hosted clients. To continue to keep the software relevant and have access to new features, the City would need to migrate to Hyland's hosted cloud platform.
8. Upgrading to Hyland's hosted cloud platform also provides for the following benefits -
 - a. Disaster recovery - Hyland Cloud platform would include strong disaster recovery protocols including contractual commitments for recovery point objectives (RPO) and recovery time objectives (RTO).
 - b. Data availability - Failover exercises, incident response and resource utilization monitoring are part of all deployments in the Hyland Cloud platform contribute to the 99.99 percent historical uptime provided by managed cloud.
 - c. Cost savings - Hosting in the Hyland Cloud platform would reduce infrastructure costs (servers) and operational costs like additional staffing needed for database maintenance and software upgrades.
 - d. Data security - The Hyland Cloud platform leverages best-in-class security standards to safeguard your information.
 - e. Geographical disbursement - Hyland's cloud platform provides highly available environments and geographically diverse data center locations allowing for enhanced performance and reliability.
9. As a result, the City's Technology Services Department and City Clerk's Office is requesting

Agenda Request Form Continued (22-0443)

to transition to the cloud hosted solution in lieu of the on-premise solution. In lieu of amending the existing agreement, Hyland is requesting for the City to enter into a new agreement with Hyland, for the cloud hosted solution, which will replace the City's existing, on-premise, Hyland Agreement.

10. The proposed agreement includes an initial period of three (3) years with the cost of Year 1 at \$35,824.00 plus a one-time migration fee of \$52,650.00 for a total of \$88,474.00; Year 2 in the amount of \$36,898.70 and Year 3 in the amount of \$38,005.70 for a three year total of \$163,378.40.
11. Request Commission to approve the contract between Hyland Software, Inc. and the City of Pembroke Pines to upgrade the City's current on-premise Hyland OnBase Document Management Software and Database and migrating to Hyland's hosted cloud platform for an amount not to exceed \$163,378.40, for an initial three year period.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$163,378.40 for an initial three year period. (Year 1 at \$35,824.00 plus a one-time migration fee of \$52,650.00 for a total of \$88,474.00; Year 2 in the amount of \$36,898.70 and Year 3 in the amount of \$38,005.70 for a three year total of \$163,378.40.)

b) Amount budgeted for this item in Account No:

001-513-2002-534995-0000-000-0000- (I.T. Contractual Services), \$52,650.00

001-513-2002-546801-0000-000-0000- (I.T. Maintenance contracts), \$35,824.00

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 3 year projection of the operational cost of the project:

	Current FY	Year 2	Year 3
Revenues	\$ -	\$ -	\$ -
Expenditures	\$ 88,474.00	\$ 36,898.70	\$ 38,005.70
Net Cost	\$ 88,474.00	\$ 36,898.70	\$ 38,005.70

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

Reviewed by Commission Auditor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The James B. Oswald Company 1100 Superior Avenue East Suite 1500 Cleveland OH 44114	CONTACT NAME: Mackenzie Hurd PHONE (A/C, No, Ext): (216) 367-8787 FAX (A/C, No): (216) 241-4520 E-MAIL ADDRESS: mhurd@oswaldcompanies.com														
INSURED HSI Holdings I, Inc. Hyland Software, Inc. 28500 Clemens Road Westlake OH 44145	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B: Great Northern Insurance Co.</td> <td>20303</td> </tr> <tr> <td>INSURER C: Pacific Indemnity Company</td> <td>20346</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: Great Northern Insurance Co.	20303	INSURER C: Pacific Indemnity Company	20346	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 21/22 GL/AUTO/**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		3578-33-25	12/31/2021	12/31/2022	EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$ 1,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$ 10,000	
	OTHER:						PERSONAL & ADV INJURY	
							\$ 1,000,000	
							GENERAL AGGREGATE	
							\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	
							\$ 2,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			7352-28-83	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident)	
	<input checked="" type="checkbox"/> ANY AUTO						\$ 1,000,000	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						\$	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$	
							BODILY INJURY (Per person)	
							\$	
							BODILY INJURY (Per accident)	
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			7988-20-68	12/31/2021	12/31/2022	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> EXCESS LIAB						\$ 25,000,000	
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$ 25,000,000	
							\$	
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		(22) 7171-39-93	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$ 1,000,000	
							\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is named as additionally insured with regard to general liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Sara Miller</i></p>
------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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HYLASOF-01

NMHOGUETSINGER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Henderson Brothers Inc 920 Ft. Duquesne Blvd. Pittsburgh, PA 15222	CONTACT NAME: Noelle Hoguet-Singer	
	PHONE (A/C, No, Ext): (412) 261-1842 363	FAX (A/C, No):
	E-MAIL ADDRESS: nmhoguet-singer@hendersonbrothers.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Allied World Assurance Co.	
INSURED HSI Holdings I, Inc. 28500 Clemens Road Westlake, OH 44145-1145	NAIC # 19489	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber/E&O			0312-7231	3/2/2022	3/2/2023	Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Pembroke Pines is included as additional insured when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE