

HYLAND MASTER AGREEMENT

This Master Agreement is a binding agreement between Customer and Hyland (as defined below) effective as of the Effective Date, and consists of this document and all schedules (collectively the "Agreement"). As of the Effective Date, the following schedules 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 Security Administrators" (also referred to as "CSA" or "CSAs") are individuals designated by Customer who are authorized to submit Hyland Cloud Service configuration change requests, speak authoritatively on behalf of Customer's Hyland Cloud 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: _____

City of Pembroke Pines Legal

Approved By: _____

Date: _____

Tax Information:

X (1) Exempt (Provide Tax Exemption Form)

HYLAND SOFTWARE, INC.

"HYLAND"

DocuSigned by:
 By: *Noreen B. Kilbane*
 Print Name: Noreen B. Kilbane
 Title: Chief Administrative Officer
 Date: April 15, 2022 | 11:49:31 EDT

Hyland Legal

Approved By: *ac*

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 prepaids for training, then such prepaid training shall expire twelve (12) months from the date Hyland accepts Customer’s purchase order for such training. Any training listed in a Purchase Table Schedule will be invoiced upon the Effective Date of such Purchase Table Schedule.

3. CONFIDENTIAL INFORMATION.

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

restrictions, obligations or duties of non-disclosure to the disclosing party, (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.

4

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.