

VENDOR CONTRACT

Between _____ and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

SOFTWARE

#03071615

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The SOFTWARE contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the One Percent (1%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 1% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 1% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 1% is mailed. Failure to pay 1% participation fee will result in termination of contract.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon

common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 03071615". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating “Per TIPS Contract”. The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor’s responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor’s pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after

occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
-

Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

() We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

****Please note: Hyland Software's responses are in bold.***

Page 1, General Information (all):

Hyland Software agrees, subject to the parties' execution of a mutually acceptable final and binding agreement which may include mutually acceptable revisions to such terms. For your reference, forms of Hyland Software's standard licensing and support agreements have been uploaded to the Supplementary section of the bid site.

Page 1, Definitions (all):

Hyland Software agrees, subject to the parties' execution of a mutually acceptable final and binding agreement which may include mutually acceptable revisions to such terms. For your reference, forms of Hyland Software's standard licensing and support agreements have been uploaded to the Supplementary section of the bid site.

Page 2, Customer Support (all):

Hyland Software, Inc. ("Hyland") and its authorized solution providers provide maintenance and support for Hyland's software pursuant to the terms a separate maintenance and support agreement, a copy of which is attached. Hyland interprets the above provision to be applicable to questions regarding how to order or related to the sales process generally. Therefore, Hyland would like the final contract to clarify this issue.

Page 2, Contracts:

"All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised."

Like many other software vendors, Hyland's position is that the uniform commercial code is not applicable to the licensing of software.

Page 2, Contracts:

"Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities."

As Hyland is offering software products and related services in this proposal, Hyland requires that all customers execute a license agreement and related services agreements (i.e., maintenance and support agreement and blanket services agreement for implementation and configuration services); therefore, execution of a purchase order is not sufficient on its own. The parties will need to discuss this issue. Copies of the aforementioned contracts have been included in Hyland's response.

Page 4, Pricing:

“The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the One Percent (1%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 1% to the invoice presented to customer.”

Hyland cannot agree to this statement and related requirements and would like to discuss this issue further with TIPS. Hyland has provided pricing which is commensurate with Hyland’s GSA contract (aside from the TIPS participation fee).

Page 4, Indemnity (all):

The parties need to discuss this item. Hyland offers intellectual property infringement in its license agreements. Any requested indemnification beyond this will need to be separately negotiated by the parties.

Page 7, Novation (all):

Hyland Software agrees, subject to the parties’ execution of a mutually acceptable final and binding agreement which may include mutually acceptable revisions to such terms. For your reference, forms of Hyland Software’s standard licensing and support agreements have been uploaded to the Supplementary section of the bid site.

Page 7, Site Requirements (all):

Hyland Software agrees, subject to the parties’ execution of a mutually acceptable final and binding agreement which may include mutually acceptable revisions to such terms. For your reference, forms of Hyland Software’s standard licensing and support agreements have been uploaded to the Supplementary section of the bid site.

Page 8, Audit Rights (all):

Hyland Software agrees, subject to the parties’ execution of a mutually acceptable final and binding agreement which may include mutually acceptable revisions to such terms. For your reference, forms of Hyland Software’s standard licensing and support agreements have been uploaded to the Supplementary section of the bid site.

Page 9, Scope of Services (all):

Typically, Hyland enters into blanket services agreements with its customers, a copy of which has been included, and then the parties execute services proposals against that blanket services agreement. Therefore, Hyland would like to discuss this issue with TIPS.

Page 9, Project Delivery Order Procedures (all):

Hyland Software agrees, subject to the parties' execution of a mutually acceptable final and binding agreement which may include mutually acceptable revisions to such terms. For your reference, forms of Hyland Software's standard licensing and support agreements have been uploaded to the Supplementary section of the bid site.

Page 9, Scheduling of Projects (all):

Hyland Software agrees, subject to the parties' execution of a mutually acceptable final and binding agreement which may include mutually acceptable revisions to such terms. For your reference, forms of Hyland Software's standard licensing and support agreements have been uploaded to the Supplementary section of the bid site.

Page 11, Special Terms and Conditions:

“Contracts: All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.”

Hyland would like to conduct further discussions with TIPS regarding the practical aspects of order processing. Depending on the outcome of that discussion, Hyland reserves the right to propose alternative arrangements for the same to ensure the timely processing of orders.

Bid Site, Attributes Tab, Question 14:

“Start Time – Average start time after receipt of customer order is ___ working days?”

Hyland was not allowed to enter text as its answer to this question; as such, we entered “5” days. Please note that the timeline varies based upon several factors (e.g., solution type, solution timeframes, etc.).

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information

Bid Creator Mr. David Mabe National
Coordinator
Email david.mabe@tips-usa.com
Phone +1 (903) 243-4759
Fax +1 (866) 749-6674

Bid Number 03071615
Title Software
Bid Type RFP
Issue Date 05/01/2015
Close Date 6/12/2015 3:00:00 PM CT
Need by Date

Contact Information

Address Region VIII Education
Service Center
4845 US Highway 271
North
Pittsburg, TX 75686

Contact Kim Thompson,
Coordinator of Office
Operations

Department
Building

Floor/Room
Telephone +1 (866) 839-8477
Fax +1 (866) 839-8472
Email bids@tips-usa.com

Ship to Information

Address

Contact

Department
Building

Floor/Room
Telephone
Fax
Email

Supplier Information

Company Hyland Software, Inc.
Address 28500 Clemens Road

Westlake, OH 44145

Contact
Department
Building
Floor/Room
Telephone 1 (440) 7885000
Fax 1
Email
Submitted 6/12/2015 2:53:51 PM CT
Total \$0.00

Signature William Priemer

Email Bill@onbase.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
05/07/15	Pre-Bid Webinar	<p>1. Click to start and join at the specified time and date: https://global.gotowebinar.com/ojoin/6725893313349788930/724887489667689990 Note: This link should not be shared with others; it is unique to you.</p> <p>2. Choose one of the following audio options:</p> <p>TO USE YOUR COMPUTER'S AUDIO: When the Webinar begins, you will be connected to audio using your computer's microphone and speakers (VoIP). A headset is recommended.</p> <p>-- OR --</p> <p>TO USE YOUR TELEPHONE: If you prefer to use your phone, you must select "Use Telephone" after joining the webinar and call in using the numbers below.</p> <p>United States Long Distance: +1 (415) 655-0051 Access Code: 749-762-945 Audio PIN: Shown after joining the webinar</p>
05/07/15	Pre-Bid Webinar	<p>Time and date of the webinar: Friday, May 8, 2015 2:00 PM CST</p>
05/13/15	Pre-Bid Webinar (Recorded)	<p>If you missed the Pre-Bid Meeting or Webinar last week here is a link to the recorded webinar: https://www.tips-usa.com/prebidmeeting.html (You must have a video player plugin for your browser to view the recording.)</p>
05/15/15	Pricing	<p>There was not a pricing spreadsheet template uploaded to the "Attachments" tab. Responding vendor must create their own spreadsheet in Excel format and upload the document to the "Response Attachments" tab, pricing section.</p>
06/04/15	Administrative Fee	<p>There was a discrepancy in the Software RFP regarding the Administrative Fee. In all sections and attribute questions, the TIPS Administrative Fee should be 1%. If you answered Question #11 in the Attributes tab, "Pricing submitted includes a 2% TIPS participation fee?", with a "NO" because it showed 2% and not 1%, but you would be willing to pay a 1% Administrative Fee, please email the TIPS Office at bids@tips-usa.com notifying them of your agreement to pay 1%. If you checked "YES" to Question #11, no further action is necessary and you will only pay 1%. Please note: If you said, "NO" to Question #11 that you will not pay an Administrative Fee, a contract will not be awarded to your company. If you have any questions please contact the TIPS Office. Thank you.</p>

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Westlake

5	Company Residence (State)	Vendor's principal place of business is in the state of?	OH
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	No
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
14	Start Time	Average start time after receipt of customer order is ____ working days?	5
15	Years Experience	Company years experience in this category?	23
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	

18	Company and/or Product Description:	<p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <p>Hyland Software is the creator of OnBase, an enterprise content management (ECM) software solution. Founded in 1991, we've grown to become one of the largest independent ECM software vendors in the world. Today, we continue to meet our customers' evolving and unique needs while staying true to our ECM fundamentals. As a result, the company is well respected in the ECM market and highly ranked by industry analysts.</p> <p>By concentrating on solving business needs that rely on documents, content, and people, OnBase helps customers operate more efficiently. Hyland Software's industry-specific solutions are built and delivered by people with proven industry expertise who really understand the business problem. Offering solutions on premise, subscription-based or in the cloud, customers experience unparalleled out-of-the box capability. OnBase is easy to implement and grows with your organization's changing needs, departmentally or enterprise-wide. Together with our network of more than 300 domestic and international partners, we deliver tailored OnBase solutions to customers in 76 countries.</p> <p>Hyland Software's corporate headquarters are located in Westlake, Ohio. The Company also has offices in California, Florida, Massachusetts, Michigan, Nebraska, North Carolina and Utah, as well as internationally in London (United Kingdom), Sao Paulo (Brazil), Tokyo (Japan), Munich (Germany), Zug (Switzerland), and Belrose (Australia).</p>	
19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
20	Primary Contact Name	Primary Contact Name	Lisa McNeeley
21	Primary Contact Title	Primary Contact Title	Public Procurement Administrator
22	Primary Contact Email	Primary Contact Email	Lisa.McNeeley@onbase.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4407885468
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	4407885100
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2167892264
26	Secondary Contact Name	Secondary Contact Name	Jennifer Cook

27	Secondary Contact Title	Secondary Contact Title	Manager, Sales Order Process & Contract Administration
28	Secondary Contact Email	Secondary Contact Email	Jennifer.Cook@onbase.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4407884899
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	4407885100
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2162252371
32	2% Contact Name	2% Contact Name	Jacqueline Rivera
33	2% Contact Email	2% Contact Email	Jacqueline.Rivera@onbase.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4407886337
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Rachael Delserone
37	Purchase Order Contact Email	Purchase Order Contact Email	purchase.orders@onbase.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4407886010
39	Company Website	Company Website (Format - www.company.com)	www.onbase.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	34-1699247
41	Primary Address	Primary Address	28500 Clemens Road
42	Primary Address City	Primary Address City	Westlake
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	OH
44	Primary Address Zip	Primary Address Zip	44145
45	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	OnBase, Hyland Software, Hyland, management, processing, ECM, integration, cloud, resources, contract, solution, capture, retrieval, document management
46	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
47	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items		
	Response Total:	\$0.00

Resellers - Dealers

Hyland Software provides the following list of current pa

Reseller/Dealer Name
Xerox Corporation
Imagesoft, Inc.
Keymark, Inc.
NEKO Industries
Results Engineering (dba Konica Minolta)
Northwoods Consulting Partners, Inc.
Prime AE Group, Inc.
Information Access Systems (dba Databank)
OSAM Document Solutions (dba Databank)
eDocument Resources LLC (dba Databank)
Databank, IMX
Requordit, Inc.

artners who are authorized to accept purchase orders and payments under this opportunity. Hy

Address	City
45 Glover Ave., PO Box 4505	Norwalk
25900 W. 11 Mile Rd., Suite 100	Southfield
105 Tech Lane	Liberty
Olympus Corporate Center, 3017 Douglas Blvd, Suite 300	Roseville
130 Wetherby Lane	Westerville
5815 Wall St.	Dublin
55 Capital Blvd.	Rocky Hill
900 South Goldenrod Suite C	Orlando
3520 North 16th Street	Phoenix
6101 Baker Rd., Suite 207	Minnetonka
12000 Baltimore Avenue	Beltsville
210 Lake Ave., Suite 9	Lake Villa

land Software reserves the right to modify this list as needed during the dur:

State	Zip	Contact Name
Connecticut	06856	Michael Kortan
Michigan	48034	Christopher Angi
South Carolina	29657	Victoria Pruitt
California	95661	Ronald Hofhenke
Ohio	43081	Greg Boyd
Ohio	43017	Zach Zettler
Connecticut	06067	Nanda Nair
Florida	32822	Ron Thompson, Jr.
Arizona	85016	Ron Thompson, Jr.
Minnesota	55345	Ron Thompson, Jr.
Maryland	20705	Ron Thompson, Jr.
Illinois	60046	Mark Buckley

ation of this opportunity, per the terms of the negotiated contract.

Contact Email	Contact Phone	Contact Fax
michael.kortan@xerox.com	(216) 642-2675	(866) 405-6475
cangi@imagesoftinc.com	(248) 630-6320	(248) 948-8146
victoriap@keymarkinc.com	(864) 343-0341	(864) 343-0503
rjh@nekoind.onmicrosoft.com	(916) 774-7125	(916) 983-9778
gboyd@kmbs.konicaminolta.us	(614) 899-2950	(201) 825-4000
zzettler@teamnorthwoods.com	(614) 707-5129	(614) 781-7801
nanda@primetgrp.com	(614) 309-3600	(866) 910-4732
rthompson@atabankimx.com	(602) 909-7758	(602) 277-2844
rthompson@atabankimx.com	(602) 909-7758	(602) 277-2844
rthompson@atabankimx.com	(602) 909-7758	(952) 607-3777
rthompson@atabankimx.com	(602) 909-7758	(602) 277-2844
mark.buckley@requordit.com	(312) 332-9200	(312) 267-5333

Company Website
www.xerox.com
www.imagesoftinc.com
www.keymarkinc.com
www.nekoind.com
kmbs.konicaminolta.us
www.teamnorthwoods.com
www.3sg.com
www.iasinc.net
www.osaminc.com
www.edocumentresources.com
www.databankimx.com
www.requordit.com

Provisions for purchase with federal funds for contracts exceeding \$100,000
These forms are for non-construction contracts

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES NO



Signature of Authorized Company Official

Date

Printed Name of Authorized Company Official

Company Name

Attach to this page a current W-9 form 

Please complete the forms below

Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES _____ Initial of Authorized Company Official

Non-Collusive Bidding Certificate

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES _____ Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES _____ Initial of Authorized Company Official

Certification Regarding Lobbying

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding
\$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbing," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of Organization

Address of Organization

Name / Title of Submitting Official



Signature of Submitting Official

Signature Date

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state or federal agency.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Provisions for purchase with federal funds for contracts exceeding \$100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES _____ Initial of Authorized Company Official

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred from participation in Federal funds contracts?

NO ____ Initial of Authorized Company Official

YES ____ Initial of Authorized Company Official

Company Official: _____

Company: _____

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Hyland Software, Inc.

Mailing Address: 28500 Clemens Road

City: Westlake

State: OH

Zip: 44145

Telephone Number: (440) 788-5000

Fax Number: (440) 788-5100

Email Address: ContactUs@OnBase.com

Authorized Signature: 

Printed Name: William (Bill) Priemer

Position: Chief Executive Officer

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 7-16-15
TIPS Authorized Signature Date

 7-16-15
Approved by Region VIII ESC Date



Warranty Information

Pursuant to the terms of Hyland Software's standard Master Software License, Services and Support Agreement, Hyland Software offers a performance warranty on the software, which provides that, during the warranty period, the software will perform in accordance with the applicable documentation. During this warranty period, you are permitted to use the software in any type of environment that you deem appropriate (i.e., production or non-production) and are permitted to test the software using any testing criteria that your organization deems appropriate. In the event a non-conformity is found during such warranty period and you notify Hyland Software of the same, Hyland Software will repair/replace the non-conforming software (at no additional charge). In the event that Hyland Software is unable to make such repair or deliver a replacement, Hyland Software will refund any applicable software license fees to you. Please note that in the event a non-conformity arises after the expiration of the warranty period, Hyland Software will work to correct any such non-conformities as part of your purchase of annual maintenance and support.



DISCOVER ONBASE

OnBase[®]
by Hyland

ONBASE / PUTS YOUR WORLD OF INFORMATION IN YOUR HANDS



"Because of the time we save with OnBase, we now have access to the information we need in real time, allowing us to provide better care and see more clients."

Nomonde Ngada, project manager, IT
mothers2mothers

What can you do with OnBase?

OnBase® by Hyland automates your processes, manages all of your important business content in one secure location and works with your other applications to deliver your information whenever – and wherever – you need it. Once you have your information under control, you have total visibility into the status of processes, documents and information – while also supporting retention requirements. With these benefits, OnBase:

Improves your level of service

- Allows customers, constituents and students to complete forms and make requests online
- Provides real-time visibility into the status of requests, transactions and orders
- Reduces time spent searching for documents and information

Reduces operating costs

- Speeds processes by automating predictable decisions and providing useful tools to manage all surrounding tasks, activities and case work
- Increases productivity by providing instant access to content and processes from anywhere, even a mobile device
- Eliminates the costs of printing, shipping and storing paper by electronically capturing content

Minimizes risk

- Provides easy enforcement of controls access and security policies and automatically tracks actions taken
- Facilitates reporting and auditing of required and missing information
- Automates retention and records management requirements

Solutions as unique as your organization

With OnBase, it's easy to design solutions that meet your organization's specific needs. These six categories will help you understand how OnBase manages information from the moment it's received, all the way until it's destroyed.



Capture



Manage



Access



Integrate



Measure



Store

OnBase speeds up processes and reduces costs by capturing important information into one system; managing data, documents and processes; integrating with your existing systems; providing instant access to everyone who needs it; giving visibility into your processes and system performance and securely storing, protecting and destroying your information.

To help build your OnBase solution, Hyland, creator of OnBase, also provides deep industry expertise in many industries and departments. Some examples include:

Industries

Financial Services	Construction
Government (federal, state and local)	Transportation & Warehousing
Healthcare	Utilities
Higher Education	Mining
Insurance	Oil & Gas
Manufacturing	Agriculture
Wholesale Trade	Arts & Entertainment
Retail	Services
Pharmaceuticals	Global Trade

Departments

Accounts Payable	Customer Support
Accounts Receivable	Human Resources
Procurement & Purchasing	Legal

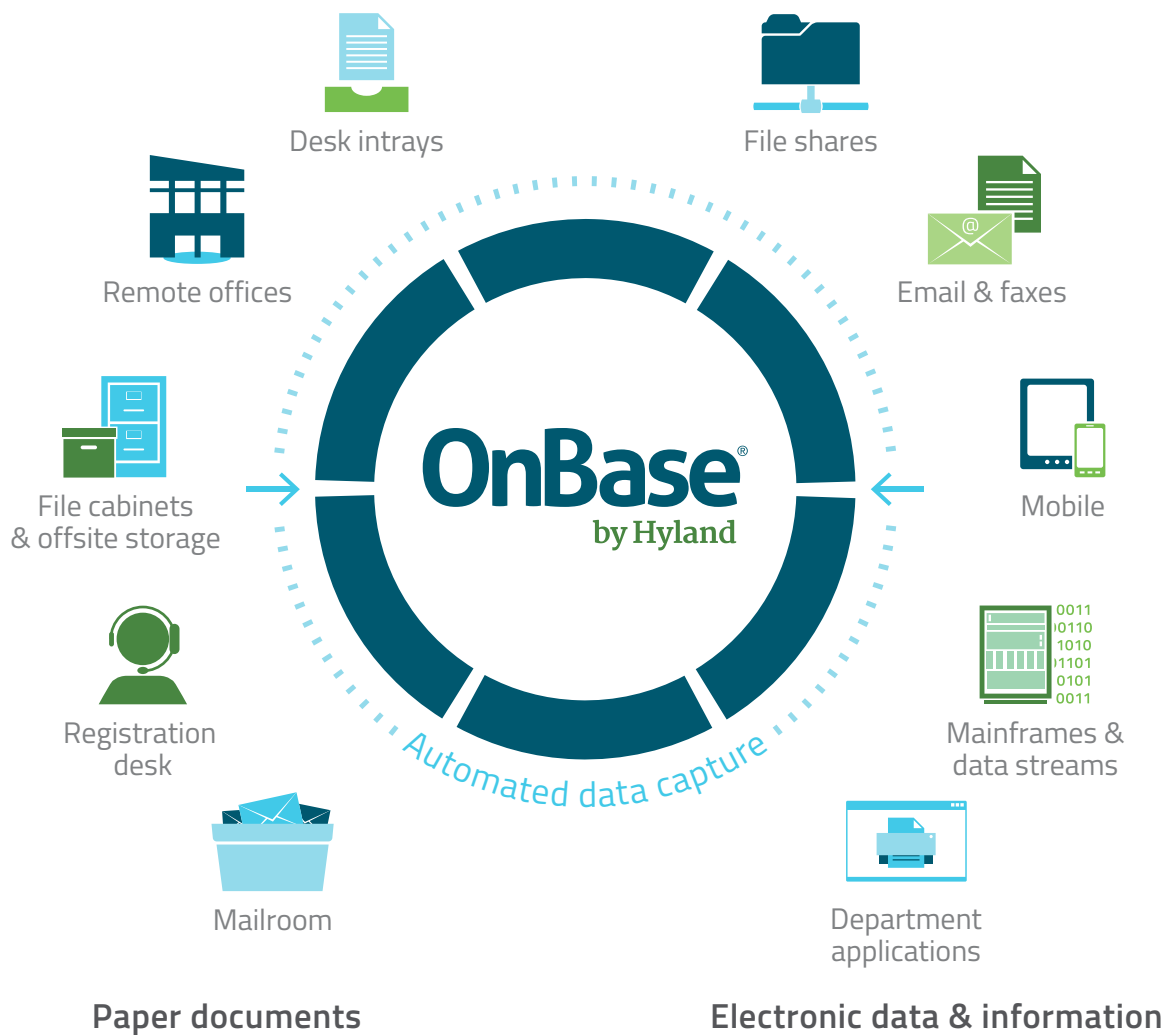
"Members are everything to us. The number one benefit of OnBase is that it has helped us increase member satisfaction."

Sarah Lawson, IT specialist
Alcoa Tenn Federal Credit Union

"By choosing OnBase, we have a tailor-made archiving system that will enable the public to interact with historic records. For the first time ever, we will reveal a holistic, 360-degree view of the information."

Iain Standen, CEO
Bletchley Park Trust

ONBASE / CAPTURE



Capture your documents and data into one system

Regardless of format or location, OnBase captures your documents and the critical information they hold right at the source. It then organizes them into a single system with minimal human interaction – removing tedious and error-prone manual data entry.

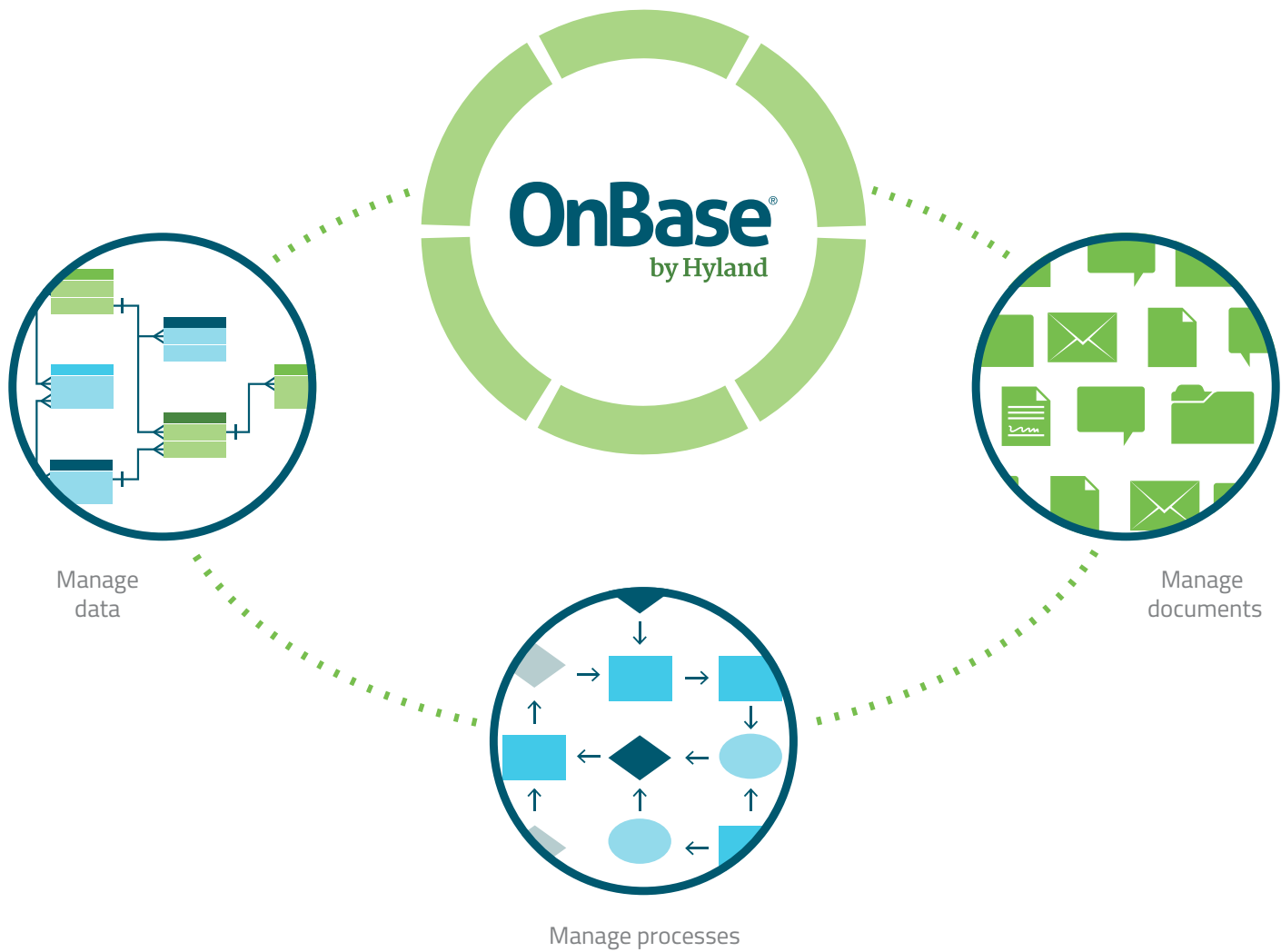
Whether paper or electronic, OnBase captures almost any file type and quickly extracts necessary information, automatically sending it to all relevant systems.

- **Scan paper documents:** Capture a single page or thousands of documents directly from where you receive them, saving time and minimizing costs associated with transportation.
- **Import electronic documents and information:** Automatically capture electronic documents in their native format, directly from the applications you use on a daily basis. From CAD files to email messages to PDFs, OnBase ingests any file format. You can even use your mobile device to quickly upload photos and content while in the field, whether you are connected or offline.
- **Extract data from your documents:** While capturing documents, OnBase pulls the relevant data off the page, validates it against existing information and shares it with your other systems – saving time associated with manual data entry. The extracted data is then used to automatically index documents into OnBase, making them instantly accessible.

“In capturing data from any specific document, the software sophisticatedly eliminates the need to manually enter data and as a result, reduces the number of man hours staff need to spend on menial tasks such as data entry.”

Kevin Gregory, OCR consultant
Capita

ONBASE / MANAGE



Better manage your data, documents and processes

OnBase combines the ability to manage processes, documents and data in one system so your information flows seamlessly throughout your organization. Minimize process delays, data silos and disconnected documents and automate repetitive tasks while equipping workers to make better decisions.

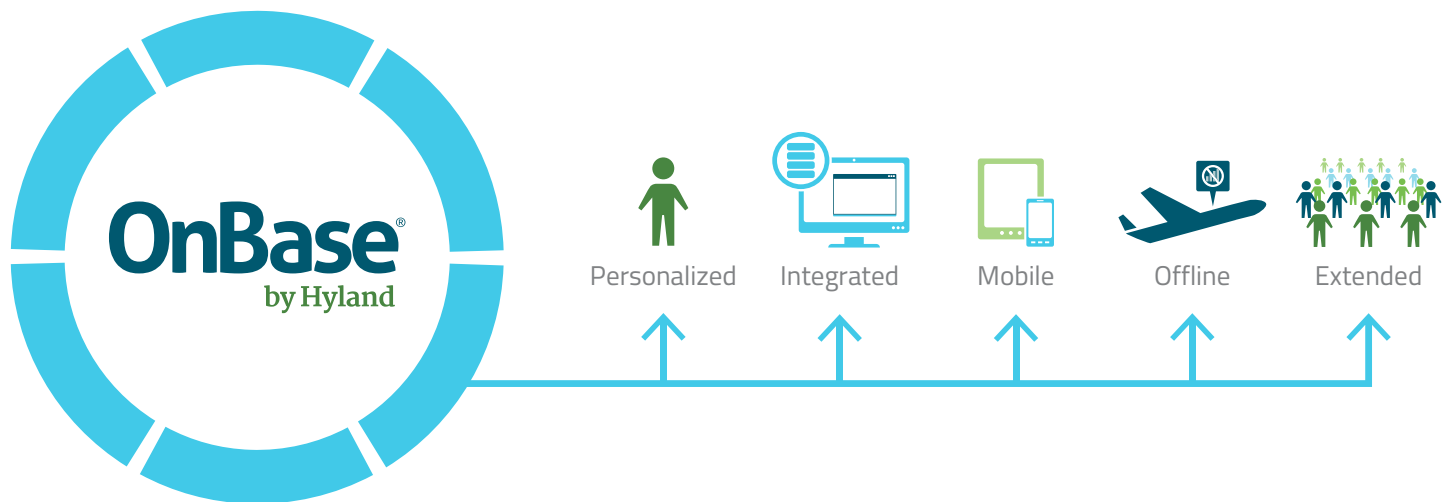
Build content-enabled applications that support your requirements today and grow with you. Quickly create solutions tailored to your business problems without relying on costly custom coding.

- **Manage documents:** Work electronically with all critical content, regardless of format. Empower users to easily search for documents while leveraging digital folders and file cabinets to keep content organized. Effectively handle revisions and versions, electronically sign and automatically generate documents for distribution to customers and constituents.
- **Manage processes:** Decrease processing time and increase employee productivity by optimizing your processes. OnBase automates predictable tasks while delivering exceptions and decisions to the right people, at the right time. Leverage OnBase to send notifications, enable approvals from mobile devices and load balance important work – increasing efficiency and keeping processes flowing.
- **Manage data:** Create data-centric and case management applications with OnBase, replacing antiquated databases, shared spreadsheets and legacy systems. Minimize the need for custom-developed or off-the-shelf solutions for areas such as HR onboarding, vendor management and fraud investigation. Provide users with access to all data, documents, tasks and conversations that support a customer, case or project – from one interface.

“The other vendors said we’d have to change our process to fit their software. OnBase was the only software that could fit to our processes and wouldn’t change how we already worked. By automating [just one] process with OnBase, we avoid \$30 million in costs each year.”

Paul H. Alpaugh, director of UC Disbursements
Pennsylvania Treasury Department

ONBASE / ACCESS



Access your content easily, from anywhere

With OnBase, your information finds you and becomes instantly available to the people who need it, wherever they are, from almost any device or application. Empower your users to access content the way that makes the most sense for them – allowing them to work more effectively from the office, on the road or in the field.

By providing the right information at the right time, OnBase equips your users to make better decisions, effectively serve customers and keep processes flowing, whether you are deploying OnBase on-premises or in the OnBase Cloud.

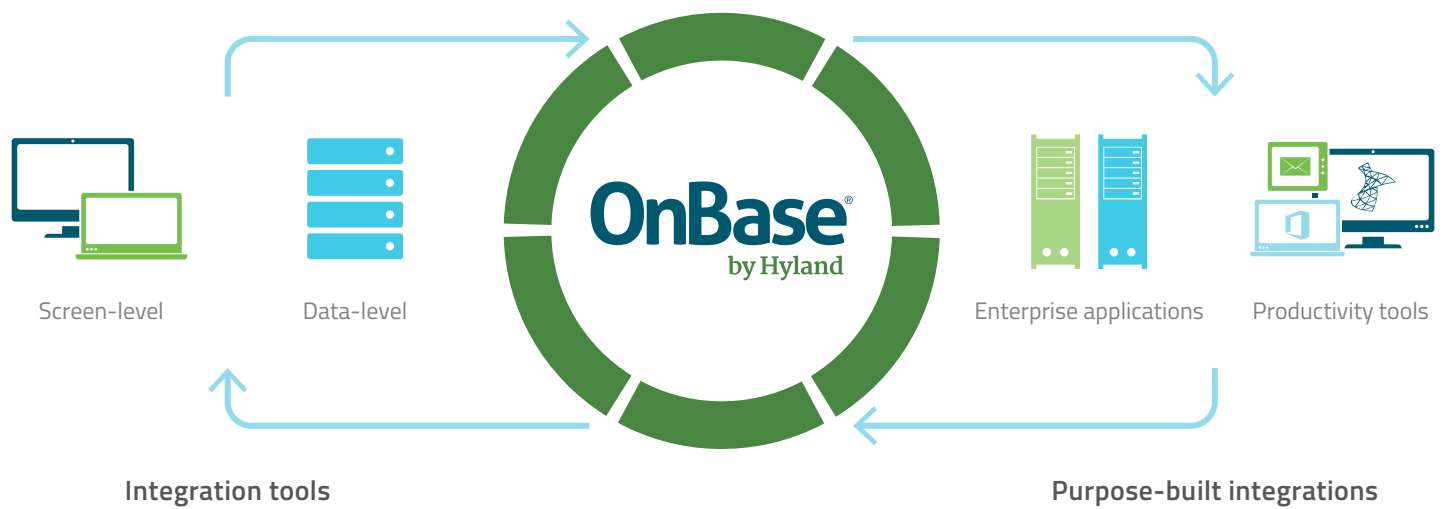
With OnBase, provide access to information:

- **From a personalized, intuitive user interface:** Put the documents, forms, business processes and reports that are important right at users' fingertips.
- **While working in another business application:** OnBase integrates with other applications, such as your ERP system or Microsoft® Office products, equipping users to access content directly from their familiar screens.
- **While on the go:** Use OnBase mobile applications to instantly access your information, make decisions and monitor processes wherever you are – from an iPhone, iPad, Android or Windows phone or tablet.
- **When disconnected:** Give field workers the ability to retrieve, create and update documents, complete forms and upload photos while offline.
- **To those outside your organization:** Improve the experience of your customers, patients, constituents and students by allowing them to easily submit forms, track process status and access documents online.

"They were blown away when they saw how much easier their lives just got...they were amazed; they thought it was fantastic."

Tim Oliver, assistant director of IT/GIS
Horry County

ONBASE / INTEGRATE



Integrate OnBase with your other applications

OnBase provides a variety of integration methods to equip users with instant access to all the information they need from their preferred application.

Leverage information from another application to automatically launch processes in OnBase – such as composing documents, filling out forms or triggering business workflows. That way, users make critical business decisions faster and with the most accurate information.

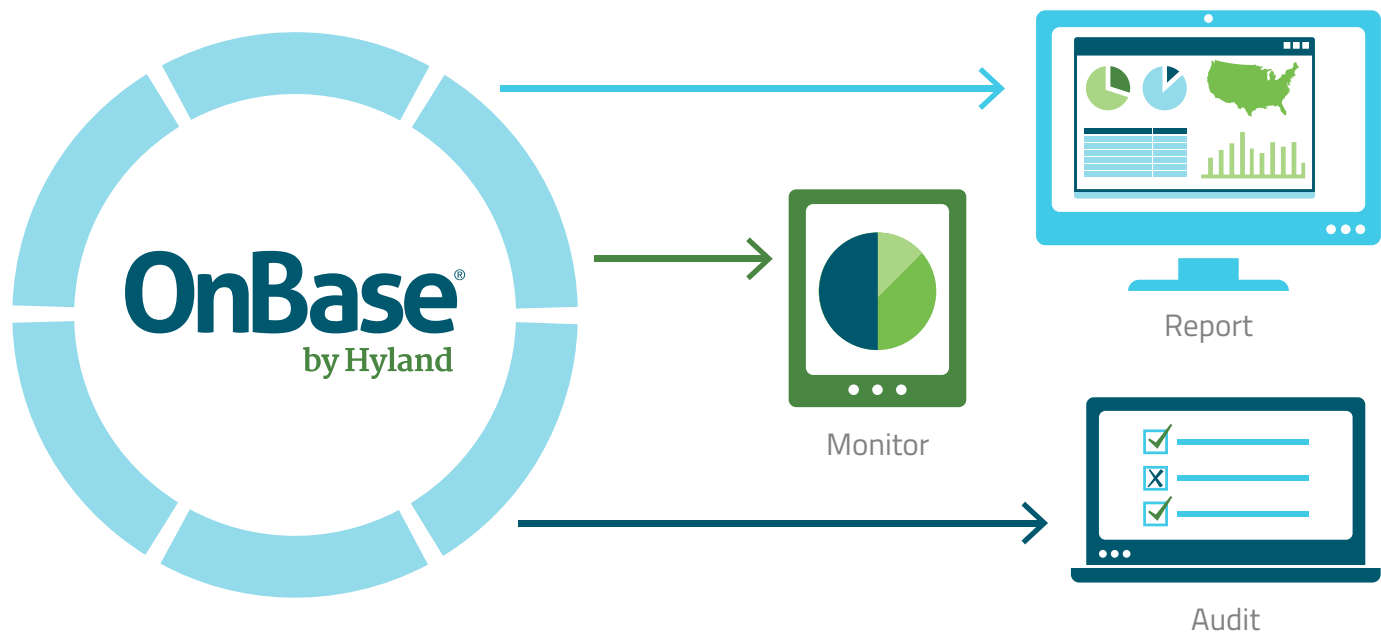
OnBase integrates with your key applications via a variety of integration options:

- **Purpose-built integrations:** Purpose-built integrations for many widely-adopted applications, including PeopleSoft®, SAP®, Microsoft Office®, Outlook®, ESRI®, Datatel® and Infor Lawson®. These specific integrations seamlessly feed information and documents between OnBase and the other applications.
- **Screen-level integrations:** With a point-and-click configuration tool, OnBase empowers your users to access documents, create forms and even begin OnBase processes directly from the screens of other business applications.
- **Data-level integrations:** OnBase offers its Enterprise Integration Server to coordinate an instantaneous, guaranteed exchange of data between your applications. By integrating your applications at the data-level, you ensure that the data across all your systems is consistent and up-to-date.

“With an ECM solution as the central point of integration, we’re able to bring users a consistent point of service and reduce the amount of time they spend flipping back and forth between different systems.”

Mary Schmidt, business analysis & quality assurance manager
Farm Bureau of Michigan

ONBASE / MEASURE



Monitor your process and system performance

OnBase provides real-time insights into the status of your processes, the completeness of your records and the health of your system – allowing you to take action when and where it's needed. The system also facilitates audits and supports compliance initiatives by identifying the existence and accuracy of information.

With OnBase, you gain visibility into key content and processes.

- **Monitor:** OnBase provides immediate, actionable information about the status of business processes. With interactive reporting dashboards – available via web browser, Microsoft® SharePoint and mobile devices – managers and process owners proactively monitor processes and determine areas for improvement.
- **Audit:** Easily view what's in the OnBase system, as well as what's missing, aging or expired. OnBase also facilitates easier external audits by equipping auditors with access to content through a convenient web portal.
- **Report:** With comprehensive reporting capabilities, you have visibility into process status, outcomes and the health of the OnBase system. End users run the reports they need with an intuitive interface and without burdening IT or compromising system security.

“OnBase lets us see exactly what is happening in our processes. When we find a problem, we can fix it before it gets out of hand.”

Marti Lattimer, content management manager
Grinnell Mutual Reinsurance

ONBASE / STORE



Securely store, protect and destroy your content

OnBase minimizes risk and supports compliance by securely storing, protecting and destroying your information in accordance with applicable regulations – without needing to purchase additional third-party software or hardware.

By consolidating all of your important content into one system, OnBase solves the problems associated with managing content across a variety of databases, systems and physical storage locations.

- **Secure:** Via powerful encryption, OnBase secures your important data when it's at rest, in motion and being accessed – supporting standards like PCI and DSS compliance. By working with your existing NT or LDAP authentication protocols, OnBase simplifies administration of your security policies while providing granular control over exactly who can access information and what they can do with it.
- **Protect:** OnBase protects your information by creating multiple electronic copies of each document on servers across different locations. Should the main file server become inoperable, OnBase automatically switches over to the next server in line, allowing continuous access. OnBase Cloud users benefit from having up to three duplicate copies of data in datacenters across multiple geographical locations for maximum business continuity.
- **Destroy:** OnBase simplifies the implementation of retention plans and policies. When content is ready for disposition, OnBase sends it for review or automatically destroys it according to your requirements.

“Before OnBase, our DR plan was to back everything up on tape and keep one copy of the tape in the vault at our main location and a second in storage about five miles away. With OnBase managing our DR, I don’t worry about anything.”

Sarah Lawson, IT specialist
Alcoa Tenn Federal Credit Union

ONBASE / PUTS YOUR WORLD OF INFORMATION IN YOUR HANDS

"Although there are larger companies out there that do what we do, we're more effective and affordable. OnBase allows us to deliver a service that exceeds what our competitors can deliver."

Darrell Statz, OnBase administrator & director of finance and support services
Rural Wisconsin Health Cooperative

Be confident in OnBase

Investing in any enterprise product is a long-term commitment. With OnBase, you can have confidence the product you choose today will meet your immediate needs and provide value long into the future.

Configurable to meet your exact requirements with the lowest total cost of ownership

Whether through acquisition or development, the cost to go live with an application is only a fraction of the lifetime total cost of ownership (TCO). OnBase is designed to provide the lowest TCO possible through:

- **Configuration without code:** You don't need to assign developers, database administrators or programmers to maintain an OnBase solution. OnBase is point-and-click configurable, allowing you to use checkboxes, radio buttons and drop-down menus to configure solutions. That means no expensive, time-consuming and difficult-to-maintain coding or scripting.
- **A single end-to-end architecture:** OnBase is a single product, not a brand representing a large portfolio of acquired products. All the components of your solution share the same underlying architecture, meaning you only have to maintain, upgrade and secure one system, not several disparate applications.
- **Ease of use for everyone involved:** OnBase is intuitive for your end users, minimizing the time and cost associated with training. Hyland is also committed to providing you with complete ownership of your solution, allowing you to make changes, expand into other areas and even build new solutions without relying on Hyland to do it for you.

Built to meet your organization's needs, long into the future

As your organization continues to grow, so does OnBase. Expand your use of OnBase as time and budget permit. You can easily create new solutions, increase volumes of information and add more users.



- **Requirements evolve:** OnBase provides a single platform to manage data, documents and processes. Our modular approach allows you to purchase only the specific functionality that you need. And because it all runs on the same infrastructure, adding new functionality is easy.



- **Protected, flexible and extendable platform:** With OnBase, you can be confident your data is protected while it's at rest, in motion and being accessed. OnBase provides native security controls and seamlessly leverages your NT or LDAP authentication. Your information is also safeguarded from disaster with backups and server redundancy.



- **Continually updated:** OnBase supports a 64-bit database, suitable for storing up to 1 quadrillion documents. The OnBase system also never limits the number of keywords on a document, allowing you total flexibility as you add fields for document retrieval and configuration.

"The best thing about OnBase is the ease of deployment across multiple departments to optimize or automate processes."

Kelly Gustafson, manager,
eCommerce application support
Redstone Federal Credit Union

ONBASE / PUTS YOUR WORLD OF INFORMATION IN YOUR HANDS

"The Hyland user community is always willing to share ideas and solutions. The knowledge base of the users is so vast, there hasn't been a challenge they haven't overcome."

Andrew Weibel, senior vice president &
Chief Technology Information Officer
Lee Bank

Support from the best ecosystem of experts in the industry

More than 3,500 customers have used OnBase for over a decade. These organizations originally invested in OnBase to solve an immediate problem. Ten years later – with solutions, organizations and available technology that are all very different – they continue to value their partnership with Hyland.



- **Expertise:** Hyland focuses solely on OnBase – it's what we do. We also employ people with industry experience and certifications to ensure your organization receives support from industry experts.



- **Innovation:** In 1991, we imagined a new and smarter way to simplify the way people work. We built our solutions from the ground up, shoulder to shoulder with our partners and customers to give organizations around the world real control over their information. This way, we simplify everyday tasks and provide the freedom to pursue true innovation.



- **Our ecosystem:** By choosing OnBase, you benefit from being part of an ecosystem of organizations and professionals who are all committed to improving the way you work. Hyland offers multiple ways to access training courses – from hands-on technical conferences to online training.

Flexible deployment options

Deploy OnBase in the cloud or as an on-premises solution. No matter how you deploy your solution, you gain all of the functionality you require. You also have the flexibility to migrate your OnBase system from on-premises to our worldwide network of cloud datacenters and vice versa. We are there for you when your requirements change.

Partner channel

Hyland has an extensive partner channel of more than 300 certified OnBase partners and 3,000 certified experts providing our worldwide community with local expertise and support.

Our partners are product experts and help our users solve real business problems. They provide additional value beyond OnBase know-how, such as software, hardware and consultative services from one credible, expert resource.

"The OnBase Cloud is easy to deploy and administer, and it's easy for end users to understand."

Document management & automation
services manager
Leading Health Insurer

About Hyland, creator of OnBase

For over 20 years, Hyland, creator of OnBase, has helped our more than 13,000 lifetime customers by providing real-world solutions to everyday business challenges. That dedication is how Hyland realizes double-digit growth and why 97 percent of our customer base continues to renew its annual maintenance. Our customers see the ongoing value of partnering with Hyland and continue to work with us year after year.



Learn more at OnBase.com »

OnBase[®]
by Hyland

STATEMENT OF WORK
(Blanket Services)

This Statement of Work ("SOW") is made and entered into as of the date this SOW is signed by the last party that signs (as determined based upon the dates set forth after their respective signatures) (the "Effective Date"), by and between:

Hyland Software, Inc.
 28500 Clemens Road
 Westlake, OH 44145
 "Hyland"

[CUSTOMER'S NAME]
 [CUSTOMER'S ADDRESS]
 [CUSTOMER'S CITY, STATE & ZIP]
 "Customer"

and is entered into under and pursuant to that certain Master Software License, Services and Support Agreement dated on or about [MASTER AGREEMENT EFFECTIVE DATE], between Hyland and Customer (the "Master Agreement"). All Services and Work Products provided pursuant to or described in this SOW are subject to and governed by all applicable provisions of the Master Agreement. Capitalized terms used herein and not defined shall have the meanings given to them in the Master Agreement.

Notwithstanding anything to the contrary, Sections 1, 3 and 5 of this SOW constitute an amendment to the Master Agreement, which shall be effective as described in the Master Agreement upon the signing of this SOW by both parties. In the event of a conflict between the terms of such sections and the term of the Master Agreement, the terms of such sections shall control.

1. DEFINED TERMS:

- (a) "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 SOW (including any Services Proposal).
- (b) "Professional Services" means any professional services provided by Hyland under a Services Proposal, including, but not limited to: (1) Software installation; (2) Software consulting, implementation and integration, including, but not limited to, the configuration of Software integration modules or business process automation modules; (3) project management; (4) development of integrations of the Software with other applications using any Software application programming interface (API); and (5) those services listed at <https://www.hyland.com/community>.
- (c) "Services Proposal" is defined in Section 2.1.
- (d) "Work Products" means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, or items created using the configuration tools of the Software, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of services under this SOW.
- (e) "Working Hour" means the services of one (1) person for a period of one (1) hour (or any part thereof) during regular business hours, and shall include the travel time during which Hyland's resource(s) is required to travel outside of the metropolitan area in which such Hyland resource(s) regularly works when not at a third party location; provided that time spent commuting from a local place of residence (including a hotel) to a work location in the same metropolitan area will not be included in travel time.

2. PROFESSIONAL SERVICES:

2.1 Services Proposal. During the term of this SOW, 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 either: (i) a written proposal, which sets forth the Professional Services Hyland will provide to Customer and which is signed by Customer and Hyland; or (ii) a purchase order submitted by Customer and accepted by Hyland for Professional Services (a "Services Proposal").

2.2 Fulfillment. Hyland will provide such Professional Services as mutually agreed under the Services Proposal. Each mutually agreed upon Services Proposal is incorporated herein by this reference as if fully rewritten herein. 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.

3. TERM AND TERMINATION; WORK PLAN:

3.1 Term. This SOW shall take effect on the Effective Date and, unless sooner terminated in accordance with the relevant provisions of this SOW, the term of this SOW shall be for one (1) year and shall be automatically renewed successively for additional terms of one (1) year unless either party, in its sole discretion, gives notice of termination no less than sixty (60) days prior to the expiration of the current term. Notwithstanding the foregoing, Customer may terminate this SOW or any individual Services Proposal at any time, upon thirty (30) days written notice to Hyland; provided that Customer shall owe any and all services fees in full which are otherwise due and payable at the time such notice is provided through the effective date of such termination.

3.2 Early Termination. Each party shall be entitled to give written notice to the other party of any breach or other failure to comply with any material term or condition of this SOW or a Services Proposal, specifying the nature of such breach or non-compliance and requiring the other party to cure the breach or non-compliance. If such party has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within thirty (30) calendar days after receipt of written notice, the other party shall be entitled, in addition to any other rights it may have under this SOW or the law or in equity, to immediately terminate this SOW and any or all Services Proposals. The provisions of the Services Proposal(s) and this SOW which by their nature extend beyond the expiration or termination will survive and remain in effect until all obligations are satisfied.

3.3 Certain Effects of Termination.

(a) Payments. In the case of any termination or non-renewal of this SOW, 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 SOW. All such payments will be made in accordance with Section 4, which will survive any such termination or non-renewal for these purposes. In the case of termination of any Services Proposal, Customer will remain obligated to pay to Hyland all Professional Services fees and cost or expense reimbursements related to all performed by Hyland prior to and including the date of termination, as well as any additional reimbursable costs or expenses which Hyland has incurred or contracted for in connection with such Services Proposal and is unable to avoid.

(b) Pending Services Proposals. Unless any pending Services Proposals are also expressly terminated as permitted by this SOW, upon termination of this SOW for any reason, all Services Proposals then in effect hereunder shall continue in accordance with their terms, in which case this SOW shall continue in effect with respect to such pending Services Proposal until the completion of such Services Proposal.

(c) Survival of Obligations. The provisions of this SOW that by their nature or express terms extend beyond the termination or non-renewal of this SOW will survive and remain in effect until all obligations thereunder are satisfied. All disclaimers of warranties and limitations of liability set forth in this SOW will survive any termination or non-renewal of this SOW.

4. **PRICES, INVOICING AND PAYMENT:**

4.1 Estimates and Prices. 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 applicable terms of the Master Agreement. Any estimates of fees or Working Hours required to complete the project are provided for convenience only and are approximations of the anticipated amount of fees and time needed to complete the project. The actual number of Working Hours may vary and does not necessarily reflect the number of hours that will be required to perform such Professional Services.

5. **OWNERSHIP OF WORK PRODUCTS, INNOVATIONS AND INTELLECTUAL PROPERTY:**

5.1 Ownership. All Innovations and Work Products shall be the sole and exclusive property of Hyland. Hyland or its suppliers retain on an exclusive basis for itself or themselves all right, title and interest in and to any intellectual property developed, discovered, conceived or introduced by Hyland in the performance of this SOW, including, but not limited to, all patents, patent applications, copyrights and other intellectual property rights relating to or associated with the Innovations and Work Products. Hyland shall not be limited or restricted in any way with respect to the assignment or reassignment of its employees, agents, consultants or contractors who have worked on any of the Innovations or Work Products and who have had access to documents delivered under this SOW. Hyland shall, therefore, be free to use the Innovations and Work Products; provided, however, that Hyland shall not use any confidential information of Customer in any manner prohibited by any SOW between Hyland and Customer with respect to such confidential information.

5.2 Modification of Work Products:

(a) 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.

(b) 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 granted to such Work Product.

(c) 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 (c), Customer may not 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 modified Independent Work Product is used only in compliance with the terms of the limited license granted to such Work Product.

IN WITNESS WHEREOF, the undersigned have mutually agreed upon and entered into this SOW as of the day and year first above written.

HYLAND SOFTWARE, INC.

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Hyland Legal

Approved By:

Date:

OnBase® End User License Agreement IMPORTANT- READ CAREFULLY

This OnBase® End User License Agreement (“EULA”) is made between Hyland Software, Inc. (“Hyland”), 28500 Clemens Road, Westlake, Ohio 44145 USA, and [USER NAME HERE] (“User”), [INSERT USER’S ADDRESS], with respect to the licensing of the OnBase® Information Management System software modules described on Exhibit A attached hereto, including, in each case, third party software bundled by Hyland as part of a unified product (“Software”).

1. LICENSE:

- (a) Subject to payment in full of the Software license fees, Hyland grants to User a perpetual (except as otherwise provided in this EULA), non-exclusive, non-assignable (except as otherwise provided in this EULA), limited license to the Software, in machine-readable object code form only, solely for use by: (i) User internally, and only for capturing, storing, processing and accessing User’s own data; and (ii) subject to Section 1(l) below, by a third party contractor retained by User as a provider of services to User (“Contractor”), but only by the Contractor for capturing, storing, processing and accessing User’s own data in fulfillment of the Contractor’s contractual obligations as a service provider to User. The Software is licensed for use by a single organization and may not be used for the processing of third-party data as a service bureau, application service provider or otherwise. User shall not make any use of the Software in any manner not expressly permitted by this EULA.
- (b) User acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software may control such use. Software products that are volume-restricted will no longer function when the number of images processed within the annual term exceeds the maximum number of images per year (the “Volume Level”). User may choose to purchase a higher Volume Level at any time. User may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. User is prohibited from using any software other than the Software Client modules or the Software API modules to access the Software 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 User’s use of such other software and User has paid to Hyland the Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland’s licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.
- (c) User shall be entitled to use one (1) production copy of each Software module licensed and one (1) additional copy of the Software licensed in User’s production system for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software in a production environment. In addition, User shall be entitled to license a reasonable number of copies of the Software licensed in User’s production system to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration modules of the Software licensed by User under this Agreement, and training User’s employees on the Software (“Test Systems”). User may be required to provide to Hyland certain information relating to User’s intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. User’s sole recourse in the event of any dissatisfaction with any Software used in any non-production system is to stop using such Software and return it to Hyland. User shall not make additional copies of the Software not specifically authorized by this paragraph (c).
- (d) User agrees: (1) not to remove any Hyland notices in the Software or Documentation (as defined in Section 5(b)); (2) not to sell, transfer, rent, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Software or Documentation; (4) not to reverse engineer, disassemble, decompile or

attempt to derive source code from the Software; and (5) not to prepare derivative works from the Software or Documentation.

- (e) “Beta Software” means either: (1) a complete new version of the Software which is a pre-release version only, is still undergoing development and testing at Hyland and is not a Hyland commercially released product; or (2) a potential new Software module which is included in a commercially-released version of the Software, but which is not available for commercial licensing by User or Hyland’s other customers generally and is still undergoing development and testing at Hyland. From time to time Hyland may make Beta Software available for User’s use in the Test Systems; and User may elect to license and use the Beta Software in the Test Systems. Except for the provisions of Section 5(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Beta Software, User acknowledges and agrees that all Beta Software delivered in accordance with this paragraph shall be considered to be “Software” for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Beta Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software; or (2) the date of Hyland’s commercial release of the final version of such Beta Software for licensing to its end users generally. Upon expiration or other termination of such period, User immediately shall discontinue any and all of use of the Beta Software and related documentation and remove or permit Hyland to deactivate the Beta Software. The expiration or termination of this EULA as to any Beta Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.
- (f) From time to time User may elect to evaluate certain Software modules that it has not licensed and does not currently use in its production environment (“Evaluation Software”), for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for User’s use in User’s Test Systems. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Evaluation Software, User acknowledges and agrees that all Evaluation Software delivered in accordance with this paragraph shall be considered to be “Software” for all other purposes of this EULA. Notwithstanding anything to the contrary, as to any Evaluation Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) thirty (30) days after the date such Software is activated for use in User’s Test Systems; or (2) immediately upon the delivery of written notice to such effect by Hyland to User. Upon expiration or other termination of such period, User immediately shall either (A) discontinue any and all of use of the Evaluation Software and related documentation and remove or permit Hyland to deactivate the Evaluation Software; or (B) deliver payment in full of the Software license fees that have been agreed upon for such Software to Hyland (if User purchases licenses for Software directly from Hyland) or to Hyland’s authorized solution provider (if User purchases licenses for Software through such authorized solution provider), and confirm in writing to Hyland that such Evaluation Software is added as additional Software licensed for User’s use in its production environment and (and other permitted environments) under this EULA. The termination of this EULA as to any Evaluation Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.
- (g) Upon expiration or other termination of any period of use of any Beta Software or of any Evaluation Software that User elects not to purchase a license to for use in User’s production environment under this EULA, User agrees that it will provide to Hyland remote access to User’s systems on which such Beta Software or such Evaluation Software is installed for the limited purpose of permitting Hyland to deactivate such Beta Software or such Evaluation Software.
- (h) User may not assign, transfer or sublicense all or part of this EULA without the prior written consent of Hyland; provided that Hyland agrees that such consent shall not be unreasonably withheld in the case of any assignment by User of the EULA in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of User’s assets that assumes in writing all of User’s obligations and duties under this EULA.
- (i) The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. Such third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. Notwithstanding the above, User

acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software) may grant you additional rights to such open source software.

- (j) The optional AccuZip™ component of the OCR for AnyDoc and AnyDoc EXCHANGEit Software products contains material obtained under agreement from the United States Postal Service (USPS) and must be kept current via an update plan provided by Hyland to maintain User's continued right to use. The USPS has contractually required Hyland to include "technology which automatically disables access to outdated [zip code] products." This technology disables only the AccuZip component and is activated only if AccuZip is not updated on a regular and timely basis. Hyland regularly updates the zip code list as part of maintenance and support for the AccuZip module.
- (k) If applicable, Software also includes all adapters created by Hyland and provided to you by Hyland or a Hyland authorized solution provider as part of an integration between the Software and a third party line of business application ("Integration Code"). Such Integration Code may only be used in combination with the Software and in accordance with the terms of this EULA.
- (l) The parties agree that any use of the Software by any Contractor shall be undertaken only in compliance with this EULA. User shall not allow any Contractor to: (1) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs"); (2) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or (3) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community), either through Contractor's use of User's own log-in credentials or through credentials received directly or indirectly by Contractor, in any case unless and until such Contractor and Hyland have executed an agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). In the case of any Contractor which has not signed a Contractor Use Agreement (including in the case of any breach by Customer of the preceding sentence ("Unauthorized Contractor")), User agrees to indemnify Hyland from and against all claims, liabilities, losses, damages and costs, including, but not limited to, reasonable attorneys' fees and court costs, suffered or incurred by Hyland to the extent arising from breach by such Contractor of any provision of the Agreement, and in the case of an Unauthorized Contractor, any obligation to which such Unauthorized Contractor would have been subject had it signed the Contractor Use Agreement.
- (m) The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). User is not licensed to use the Software 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 Software for administrative purposes, 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. User agrees not to use, distribute or sublicense the use of the Software in, or in connection with, any High Risk Use." User agrees to indemnify and hold harmless Hyland from any third-party claim arising out of User's use of the Software in connection with any High Risk Use.
- (n) Upon reasonable notice to User, and upon a schedule that is mutually agreed upon by the parties, Hyland shall be permitted access to User's Software system and to audit User's use of the Software in order to determine User's compliance with the licensing terms this EULA. User shall reasonably cooperate with Hyland with respect to its performance of such audit. User acknowledges and agrees that User is prohibited from publishing the results of any benchmark test using the Software to any third party without Hyland's prior written approval, and that User has not relied on the future availability of any programs or services in entering into this EULA.

- (o) The Medical Imaging Viewer Powered by Agfa Software module can provide an optional lossy compression algorithm for the permanent long-term archive. Responsibility for any decision by User to implement lossy compression (as opposed to lossless compression, which is the default) and or the deletion of the original data file will lie solely with the User. User acknowledges that lossy compression is irreversible and will result in the permanent destruction of image data and a loss of image quality. User also acknowledges that any decision as to the suitability of lossy compression for a particular image type or class of images lies solely with the User.

2. OWNERSHIP: Hyland and its suppliers own the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software, except for the limited express rights granted in this EULA.

3. LICENSING PURCHASE ORDERS; SOFTWARE LICENSE FEES:

- (a) User shall submit a written purchase order to Hyland for the purchase of licenses for all Software that User licenses under this EULA, including the initial Software listed on Exhibit A attached hereto. Each such purchase order shall be subject to acceptance by Hyland.
- (b) User shall pay to Hyland the Software license fees specified in the Software table on Exhibit A attached hereto for the initial Software licensed under this EULA. User shall pay to Hyland Software license fees for all additional Software modules licensed by User from Hyland in such amounts as the parties mutually agree upon.
- (c) Hyland shall invoice User for all Software license fees upon Hyland's acceptance of the applicable purchase order.
- (d) All payments shall be due and payable in full net thirty (30) days from the date of User's receipt of the applicable invoice. All invoices sent by Hyland and all checks in payment of invoices sent by User that are sent by U.S. mail to the addresses for the respective recipient parties specified in this EULA (or such other address as a recipient party may have specified in writing to a delivering party) shall be deemed to have been received by the recipient party on the third business day after the date such invoices or payments are deposited in the U.S. mail. All invoices or payments sent by reputable, national overnight courier to such addresses shall be deemed to have been received by the recipient party on the next business day after the date such invoices or payments are deposited with the courier. All invoices or payments sent by any other means shall be deemed to have been received by the recipient party only at the time of actual receipt. Payments not received when due shall accrue interest at the lesser of one and a half percent (1.5%) per month or the maximum legal interest rate provided by law, from the due date until paid.

4. INSTALLATION: User may retain Hyland to provide installation services pursuant to the terms of a separate Work Agreement between the parties. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software.

5. LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES:

- (a) For a period of sixty (60) days from the date of delivery of Software delivered to User on tangible media at User's site, Hyland warrants to User that the media on which the Software is delivered are free from defects in materials and in workmanship.
- (b) For a period of sixty (60) days from the date that a Software module and a production certificate (which is a license certificate necessary to be applied to User's systems to activate the Software for use in User's production environment) including such Software module first have been delivered to User (either by shipment of media containing the Software, downloading of the Software or the production certificate onto User's systems in connection with the installation of the Software, or the Software or the production certificate being made available for download by User from a web site identified to User), Hyland warrants to User that the Software, when properly installed and properly used, will function in all material respects as described in the

“Help Files” included in the Software and that relate to the functional, operational or performance characteristics of the Software (“Documentation”). The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Software that has been (1) modified by User or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused.

- (c) Hyland’s sole obligation, and User’s sole and exclusive remedy, for any non-conformities to the express limited warranties under paragraph (a) or (b) shall be as follows: provided that, within the applicable 60-day period, User notifies Hyland in writing of the non-conformity, Hyland will either (1) repair or replace the non-conforming media or Software, which in the case of the Software may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Hyland determines that repair or replacement of the non-conforming media or Software is not commercially practicable, then terminate this EULA with respect to the Software associated with the non-conforming media or with respect to the non-conforming Software, in which event, upon compliance by User with its obligations under Section 9, Hyland will refund any portion of the Software license fees paid prior to the time of such termination with respect to such Software.
- (d) EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN SECTIONS 5(a) and 5(b), HYLAND AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES OR REPRESENTATIONS REGARDING THE SOFTWARE OR ANY MEDIA. HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE INCLUDING BUT NOT LIMITED TO WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES THAT ARISE OR MAY BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL SATISFY USER’S REQUIREMENTS OR IS WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES. HYLAND DOES NOT PROVIDE ANY WARRANTY OR ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.
- (e) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Hyland by a corporate officer.

6. INDEMNIFICATION: Hyland agrees to indemnify User against all liability and expense, including reasonable attorneys’ fees, arising from or in connection with any third party claim, action or proceeding instituted against User based upon any infringement or misappropriation by the Software 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 User receives notice of such claim; (b) is solely in charge of the defense of and any settlement negotiations with respect to such claim; (c) receives User’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 User the right to continue use of the Software, or to replace the relevant portions of the Software with other equivalent, non-infringing portions. If Hyland is unable to accomplish either of the options set forth in (d) above, at Hyland’s option Hyland shall: (1) remove the infringing portion of the Software, and refund to User the full Software license fees paid by User for the infringing portion of the Software; or (2) remove the entire Software and refund to User the sum of (A) the full Software license fees paid by User for the infringing portion of the Software, plus (B) the unamortized Software license fees paid by User and attributable to the other portions of the Software, based upon a three (3) year straight-line amortization schedule commencing on the date such other portions of the Software are activated for use on User’s systems. Notwithstanding anything to the contrary, Hyland shall have no obligation to User to defend or satisfy any claims made against User that arise from: (w) use of the Software by User other than as expressly permitted by this EULA; (x) the combination of the Software with any product not furnished by Hyland to User; (y) the modification of the Software other than by Hyland or any of its authorized resellers; or (z) the User’s business methods or processes. THIS SECTION 6 STATES HYLAND’S ENTIRE LIABILITY AND THE SOLE AND

EXCLUSIVE REMEDY OF USER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BY THE SOFTWARE.

7. LIMITATIONS OF LIABILITY: IN NO EVENT SHALL HYLAND'S (INCLUDING ITS SUPPLIERS') LIABILITY EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEES ACTUALLY PAID BY USER. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR CLAIMS BY THIRD PARTIES, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL MICROSOFT CORPORATION, AS A SUPPLIER TO HYLAND OF THIRD PARTY SOFTWARE BUNDLED WITH THE SOFTWARE LICENSED UNDER THIS EULA, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS (\$5.00).

FOR USERS THAT PROVIDE HEALTHCARE SERVICES: IF USER USES THE SOFTWARE IN A CLINICAL SETTING, USER ACKNOWLEDGES THAT THE SOFTWARE 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 THE USER'S USERS OF THE SOFTWARE.

8. MAINTENANCE: Maintenance and technical support of the Software may be available for purchase by User from Hyland pursuant to the terms of a separate Software Maintenance Agreement.

9. TERMINATION: Except in the case of a breach or failure to comply by User with any of the provisions of Section 1(d) of this EULA (with respect to which User shall have no right to cure a breach or non-compliance and Hyland may terminate this EULA immediately upon written notice to such effect to User), Hyland may terminate this EULA if User breaches or fails to comply with any provision of this EULA and Hyland first gives written notice to User of the breach or non-compliance with this EULA, which notice shall specify in reasonable detail such breach or non-compliance, and User fails to cure such breach or non-compliance within thirty (30) calendar days after receipt of such notice. Upon termination of this EULA for any reason, including but not limited to as specified in this Section 9 or in Section 5 or 6, User shall immediately (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation and any HASPs to Hyland, or (2) with the prior permission of Hyland, destroy the Software, Documentation and any HASPs and certify in writing to Hyland that User has completed such destruction. The obligations of User under the preceding sentence and all disclaimers of warranties and limitations of liability set forth in this EULA shall survive any termination.

10. SEVERABILITY: In the event that a court of competent jurisdiction determines that any portion of this EULA is unenforceable, it shall not affect any other provisions of this EULA.

11. NOTICE: All notices, requests or other communications required to be given pursuant to this EULA shall be in writing, shall be addressed to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing, and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, or by prepaid commercial overnight courier. All notices, requests or other communications delivered as specified herein shall be deemed to have been given and received on the date personally delivered or on the date deposited in the U.S. mail or with the commercial overnight courier.

12. GOVERNING LAW; JURISDICTION: The laws of the State of Ohio shall govern this EULA, without regard to the conflict of laws principles thereof. The parties mutually agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended, shall not be applicable with respect to this EULA. Any legal action brought concerning this EULA or any dispute hereunder shall be brought only in the courts of the State of Ohio, in the County of Cuyahoga, or in the federal courts located in such state and county. Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names

Hyland as a party, User agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise to take any and all reasonable actions to achieve Hyland's objectives of this provision.

13. ENTIRE AGREEMENT: This EULA (including the exhibits and schedules attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. All purchase orders submitted shall be subject solely to the terms of this EULA and the additional terms contained in any invoice delivered by Hyland, and any preprinted terms on any purchase order form used for the convenience of User are objected to and shall not alter or amend the terms of this EULA or any such invoice. This EULA may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct.

14. U.S. GOVERNMENT END USERS: The terms and conditions of this EULA shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL 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 Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this EULA, as stated in DFARS 227.7202, and the terms of this EULA shall supersede any conflicting contractual term or conditions.

15. EXPORT: The Software and Documentation are subject to United States export control laws and regulations. User agrees to comply fully with all relevant 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 or Documentation is not exported in violation of United States of America law. User agrees that it will not export or re-export the Software or Documentation to any organizations or nationals in the territories of Cuba, Iran, Iraq, North Korea, Burma (Myanmar), 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. User shall not use the Software or Documentation 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.

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 EULA; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this EULA as it applies to their respective software products.

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

HYLAND SOFTWARE, INC.

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Hyland Legal

Approved By:

Date:

EXHIBIT A
TO
EULA

Software licensed for use pursuant to the EULA:

1. Current Software licensed:

Product Description

Product Code

Quantity

2. Such additional modules of the OnBase® Information Management System with respect to which User properly submits a written purchase order to, and pays Software license fees to, Hyland or its authorized reseller. All such modules accurately listed on User's properly submitted written purchase order(s) shall, upon payment in full of the Software license fees, automatically be deemed to be added to the Software listed on this Exhibit A, whether or not the parties actually amend the form of this Exhibit A.
3. All "Upgrades or Enhancements" to the Software described in paragraphs (1) and (2) above that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and Hyland.

**OnBase® Information Management System
SOFTWARE MAINTENANCE AGREEMENT**

This Agreement is made and entered into effective as of the date this Agreement is signed by the last party that signs, as determined based upon the dates set forth after their respective signatures (the “Effective Date”), by and between Hyland Software, Inc., with its principal offices at 28500 Clemens Road, Westlake, Ohio 44145 (“Hyland”), and _____, with its principal offices at _____ (“Licensee”).

RECITAL:

A. Hyland has licensed to Licensee the Software specified in Hyland’s OnBase® End User License Agreement with Licensee (as the same may be amended or modified from time to time, the “EULA”) and Licensee desires to purchase, and Hyland is willing to provide, Maintenance and Support for such Software in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties mutually agree as follows:

1. **DEFINED TERMS.** The following terms shall have the meanings set forth below for all purposes of this Agreement:

(a) Annual Maintenance Fees. “Annual Maintenance Fees” means the amounts charged by Hyland and payable by Licensee for Maintenance and Support of Supported Software or Extended Support Software for a maintenance period.

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

(c) Error. “Error” means any defect or condition inherent in the Software that causes the Software to fail to function in all material respects as described in the Documentation.

(d) Error Correction Services. “Error Correction Services” means Hyland’s services described in Section 2.1(b).

(e) EULA. “EULA” is defined in the recital to this Agreement.

(f) Initial Maintenance Period. “Initial Maintenance Period” means the twelve (12) month period that begins on the earlier of: (1) the date Licensee (or Hyland at Licensee’s direction) actually applies the initial Production Certificate to the initial Software; or (2) the sixtieth (60th) day after the Production Certificate is first made available to Licensee for electronic download by Hyland.

(g) Maintenance and Support. “Maintenance and Support” means:

(1) for Supported Software: (A) Error Correction Services, (B) Technical Support Services, and (C) the availability of Upgrades and Enhancements in accordance with Section 2.1(d); or

(2) for Extended Support Software: (A) Technical Support Services and (B) the availability of an Upgrade and Enhancement in accordance with Section 2.1(d).

Maintenance and Support does not include any services that Hyland may provide in connection with assisting or completing an upgrade of Supported Software or Extended Support Software with any available Upgrade and Enhancement.

(h) Software. “Software” means the OnBase® Information Management System software licensed by Licensee from Hyland under the EULA.

(i) Supported Software; Extended Support Software; Retired Software. At any particular time during a maintenance period under this Agreement:

(1) “Supported Software” means the current released version of the Software and any other version of such Software that is not Extended Support Software or Retired Software.

(2) “Extended Support Software” means any version of the Software which is identified on Hyland’s secure end user web site (currently <https://www.hyland.com/community>) as being subject to extended support.

(3) “Retired Software” means any version of the Software which is identified on Hyland’s secure end user web site as being retired.

Hyland will specify on its end user web site Software versions are Extended Support Software or Retired Software. The effective date of such change will be twelve (12) months after the date Hyland initially posts the status change on its end user web site.

(j) Technical Support Services. “Technical Support Services” means Hyland’s services described in Section 2.1(a).

(k) Upgrades and Enhancements. “Upgrades and Enhancements” means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Hyland makes available to Licensee or to Hyland’s end users generally during the term of this Agreement 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.

2. MAINTENANCE AND SUPPORT.

2.1 Maintenance and Support Terms. Subject to Licensee’s payment of the applicable Annual Maintenance Fees, Hyland will provide Maintenance and Support as follows:

(a) Technical Support Services.

(1) During the hours of 8:00 a.m. to 8:00 p.m., USA Eastern Time, Monday through Friday, excluding holidays, or as otherwise provided by Hyland to its direct customers for Maintenance and Support in the normal course of its business (“Regular Technical Support Hours”), Hyland will provide telephone or online Technical Support Services related to problems reported by Licensee and associated with the operation of any Supported Software or Extended Support Software, including assistance and advice related to the operation of the Supported Software or Extended Support Software.

(2) Technical Support Services are not available for Retired Software.

(b) Error Correction Services.

(1) During Regular Technical Support Hours, with respect to any Errors in the Supported Software which are reported by Licensee and which are confirmed by Hyland, in the exercise of its reasonable judgment, Hyland will use its commercially reasonable efforts to correct the Error, which may be effected by a commercially reasonable workaround. Hyland shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Licensee. Hyland may elect to correct the Error in the current available or in the next available commercially released version of the Supported Software and require Licensee to implement an Upgrade and Enhancement to the version selected by Hyland in order to obtain the correction.

(2) During any time outside of Regular Technical Support Hours, Hyland will receive and initially respond to reports of Errors in Supported Software by Licensee only to the extent that the

Supported Software is inaccessible or the functionality of the Supported Software is substantially impaired, in either case in Licensee's production environment, and Licensee's business operations are materially adversely impacted by such circumstances. Reports of Errors outside of Regular Technical Support Hours will be made by calling Hyland's regular telephone support number and using Hyland's after hours paging system. Hyland's designated support engineer on call will contact Licensee regarding the problem within three (3) hours after the page. Licensee will not call outside of Regular Technical Support Hours for any other purpose or in any other circumstances. Hyland reserves the right to notify Licensee that it is making unauthorized use of Maintenance and Support outside of Regular Technical Support Hours and to terminate the provision thereof after such notice is given, unless Licensee pays Hyland for such continued after-hours Maintenance and Support at the rate of \$187.50 per hour (with a minimum charge of one hour per call). Licensee shall be informed at the time of a call if such call is considered an unauthorized call and Licensee shall have the opportunity to terminate the call and delay Maintenance and Support until Regular Technical Support Hours on the next business day.

(3) Error Correction Services are not available for Extended Support Software or Retired Software.

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

(1) Technical Support Services. In requesting Technical Support Services, Licensee will report any problems or questions related to the operation of any Supported Software or Extended Support Software in accordance with Hyland's then-applicable reporting policies. Hyland's current policies require Licensee to report such a problem or question only during Regular Technical Support Hours and either by telephone, using Hyland's regular technical support telephone line (440-788-5600), or by e-mail, using Hyland's regular technical support e-mail address (support@onbase.com).

(2) Error Correction Services. In reporting any suspected Errors in Supported Software, Licensee shall provide prompt notice of any Errors in Supported Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Hyland's then current policies for reporting of Errors. Hyland's current policies require Licensee to report Errors by telephone using Hyland's regular technical support telephone line (440-788-5600) or by e-mail using Hyland's regular technical support e-mail address (support@onbase.com), except that outside of Regular Technical Support Hours all qualified suspected Errors must be reported by telephone. If requested by Hyland, Licensee agrees to provide written documentation of Errors to substantiate the Errors and to assist Hyland in the detection, confirmation and correction of such Errors.

(d) Upgrades and Enhancements.

(1) Hyland will provide, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site (currently <https://www.hyland.com/community>), all Upgrades and Enhancements, if and when released during the term of this Section 2 of this Agreement. Licensee acknowledges and agrees that Hyland has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland's policies respecting Upgrades and Enhancements and the release thereof to its end users.

(2) Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Hyland and the sole and exclusive property of Hyland, and shall be subject to all of the restrictions, limitations and protections of the EULA and this Agreement. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Hyland.

(3) In the case of Extended Support Software, the only Upgrade and Enhancement available is a full Upgrade and Enhancement to the latest released version of Supported Software.

(4) Upgrades and Enhancements are not available for Retired Software.

(e) Licensee's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Licensee agrees to implement, in the manner instructed by Hyland, all Error corrections and Upgrades and Enhancements to the Supported Software or Extended Support Software, as applicable. Licensee's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this paragraph shall relieve Hyland of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement.

(f) On-line Access. Licensee acknowledges and agrees that Hyland requires on-line access to the Software installed on Licensee's systems in order to provide Maintenance and Support. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, means of communication and the appropriate communications software as specified by Hyland and an adequate connection with Hyland to facilitate Hyland's on-line Maintenance and Support.

2.2 Exclusions.

(a) Generally. Hyland is not responsible for providing, or obligated to provide, Maintenance and Support under this Agreement: (1) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any design defect in any configuration of the Software, which activities in any such case were undertaken by any party other than Hyland; (2) in connection with any Error if Hyland has previously provided corrections for such Error which Licensee fails to implement; (3) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Hyland), hardware or any system or networking utilized by Licensee; (4) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Maintenance and Support to Licensee with respect to the Software.

(b) Software API and Work Products. Maintenance and Support is not provided for any problems (other than Errors) or questions related to the operation or use of the Software application programming interfaces (APIs). In addition, Maintenance and Support is not provided for any Work Products (as defined hereinbelow) delivered under any work agreement. "Work Products" means all work products in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing that are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of professional services.

(c) Excluded Software and Hardware. This Agreement does not govern, and Hyland shall not be responsible for, the maintenance or support of any software other than Supported Software or Extended Support Software, or for any hardware or equipment of any kind or nature, whether or not obtained by Licensee from Hyland.

2.3 Certain Other Responsibilities of Licensee.

(a) Operation of the Software and Related Systems. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software and all related hardware and software (including the database software); and for obtaining or providing training for its personnel; and for instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use.

(b) Access to Premises and Systems. Licensee shall make available reasonable access to and use of Licensee's computer hardware, peripherals, Software and other software as Hyland deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support. Such right of access and use shall be provided at no cost or charge to Hyland.

2.4 Professional Services for Projects Not Covered by Technical Support Services or Error Correction Services. If Licensee requests technical services related to the Software that Hyland is not obligated to provide under this Agreement, and Hyland nevertheless agrees to provide such requested services, then in any such case Licensee agrees that such services shall not be covered by this Agreement or the Annual Maintenance Fees and such services only shall be engaged and provided pursuant to a separate work agreement for professional services fees in accordance with such terms as the parties may mutually agree upon.

3. PURCHASE ORDERS.

Licensee shall be required to submit a purchase order for the purchase of Maintenance and Support under this Agreement for the first maintenance period applicable to each Supported Software or Extended Support Software module. Each such purchase order shall be subject to acceptance or rejection by Hyland.

4. FEES, PAYMENTS, CURRENCY AND TAXES.

(a) Annual Maintenance Fees. Licensee shall pay to Hyland Annual Maintenance Fees for each maintenance period under this Agreement in the amounts invoiced by Hyland for Supported Software or Extended Support Software for the applicable maintenance period. For the first maintenance period of this Agreement applicable to a Supported Software or Extended Support Software module, Hyland shall invoice Licensee for Annual Maintenance Fees promptly upon Hyland's acceptance of Licensee's purchase order for Maintenance and Support of such Software. Licensee shall pay each such invoice in full net 30 days from the invoice date. For renewal maintenance periods under this Agreement, Hyland shall invoice Licensee for Annual Maintenance Fees at least forty-five (45) days prior to the end of the then-current maintenance period. If Licensee elects to renew Maintenance and Support, Licensee shall pay each such invoice in full prior to the commencement date of the maintenance period to which such Annual Maintenance Fees relate. In the event that any maintenance period under this Agreement for a Supported Software or Extended Support Software module is a period of less than twelve (12) calendar months, the Annual Maintenance Fees for such maintenance period for such module will be pro-rated based upon the number of calendar months in such maintenance period (including the calendar month in which such maintenance period commences if such period commences prior to the 15th day of such month).

(b) 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 Licensee (other than taxes on Hyland's income). In the event Licensee is required by law to withhold taxes, Licensee 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 Licensee, Licensee agrees to reimburse Hyland within thirty (30) days after Hyland notifies Licensee in writing of such remittance. Licensee 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 Licensee, where such certificates are applicable.

(c) Resolution of Invoice Disputes. If, prior to the due date for payment under any invoice, Licensee notifies Hyland in writing that it disputes all or any portion of an amount invoiced, 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' 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 10(a) of this Agreement to seek resolution of the dispute.

(d) Certain Remedies for Non-Payment or for Late Payment. At the election of Hyland, exercisable by written notice to Licensee, 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 Licensee in the payment of any amounts invoiced by Hyland, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision

of Maintenance and Support, including the delivery of any Upgrades and Enhancements, to Licensee unless and until such default shall have been cured.

(e) U.S. Dollars. 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 to Hyland shall be made in, U.S. dollars.

5. LIMITED WARRANTY.

(a) Limited Warranty. For a period of sixty (60) days from the date of completion of Technical Support Services or Error Corrections Services, Hyland warrants to Licensee that such services have been performed in a good and workmanlike manner and substantially according to industry standards. Provided that, within the 60-day period referred above, Licensee notifies Hyland in writing of any non-conformity of such services to the foregoing limited warranty, Hyland's sole obligation, and Licensee's sole and exclusive remedy, shall be for Hyland to use commercially reasonable efforts to re-perform the nonconforming services in an attempt to correct the nonconformity(ies). If Hyland is unable to correct such nonconformity(ies) after a reasonable period of time, Licensee's sole and exclusive remedy shall be to exercise its termination rights under Section 7.2. This limited warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

(b) No Warranty of Upgrades and Enhancements. The EULA shall govern any limited warranty or disclaimers relating to Upgrades and Enhancements of the Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Upgrades and Enhancements.

(c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5(a) ABOVE, HYLAND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT OR ANY UPGRADES AND ENHANCEMENTS TO SOFTWARE PROVIDED UNDER THIS AGREEMENT. HYLAND DISCLAIMS AND EXCLUDES 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 DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES OR UPGRADES AND ENHANCEMENTS TO SOFTWARE PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY OF THE FOREGOING WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

(d) 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.

IN NO EVENT SHALL HYLAND'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY LICENSEE TO HYLAND UNDER THIS AGREEMENT DURING THE CURRENT MAINTENANCE PERIOD OF THIS AGREEMENT WHEN THE EVENTS OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY OCCUR OR ARISE. IN NO EVENT SHALL HYLAND BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF HYLAND HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

7. TERM AND TERMINATION.

7.1 Term.

(a) Generally. Subject to the early termination provisions of this Section 7.1(a) and Sections 7.2 and 7.3, the Initial Maintenance Period as defined in Section 1(g) of this Agreement shall be the first maintenance period of this Agreement; and this Agreement may be renewed for one or more successive additional maintenance periods only by mutual agreement of the parties as follows: (1) at the end of the Initial Maintenance Period, for a period from the first day after the end of the Initial Maintenance Period through December 31 of the calendar year in which the Initial Maintenance Period ends; and (2) thereafter, annually on a calendar year by calendar year basis. In the case of any additional Supported Software or Extended Support Software that is licensed by Licensee at any time after the commencement of a maintenance period under this Agreement, the first maintenance period applicable to such additional Software under this Agreement shall commence on the date of Hyland's acceptance of the purchase order under which Licensee has ordered Maintenance and Support for such Software and shall end on December 31 of the calendar year in which such purchase order is accepted, and may be renewed thereafter, annually on a calendar by calendar year basis, only by mutual agreement of the parties. With respect to any renewal maintenance period, mutual agreement may be evidenced by Hyland's invoicing of Annual Maintenance Fees for such renewal maintenance period and Licensee's timely payment of such Annual Maintenance Fees. Notwithstanding anything to the contrary, this Agreement shall immediately terminate at the time the version of the Software licensed by Licensee and in use in its production environment becomes Retired Software.

(b) Reinstatement. In the event of the termination of this Agreement either by Customer's decision not to agree to renew or by the Software becoming Retired Software, Licensee may during the term of this Agreement after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 7.1(b). To obtain reinstatement, Licensee shall: (1) deliver written notice to such effect to Hyland; (2) pay Hyland: (A) Annual Maintenance Fees for all periods which have elapsed from the effective date of such termination through the effective date of such reinstatement (as determined under Section 7.1(a) as if this Agreement had not been terminated); and (B) an amount equal to one hundred ten percent (110%) of the Annual Maintenance Fee for the renewal period of this Agreement commencing on the effective date of such reinstatement; and (3) if the Software has become Retired Software, upgrade to the latest released version of the Software which is Supported Software. Any reinstatement under this Section 7.1(b) shall be effective as of the first business day after Hyland has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal period commencing with the effective date of reinstatement of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter this Agreement shall be renewed for an additional maintenance period as described in Section 7.1(a).

EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 7.1(b), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

7.2 Early Termination by Licensee.

(a) For Convenience. At any time Licensee may terminate this Agreement, for any reason or for no reason, upon not less than thirty (30) days advance written notice to Hyland to such effect.

(b) For Cause. Licensee shall be entitled to give written notice to Hyland of any breach by Hyland or other failure by Hyland to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Hyland to cure the breach or non-compliance. If Hyland has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within thirty (30) calendar days after receipt of written notice, Licensee shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.

7.3 Termination by Hyland For Cause. Hyland shall be entitled to give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this

Agreement, specifying the nature of such breach or non-compliance and requiring Licensee to cure the breach or non-compliance. If Licensee has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), any breach or non-compliance within thirty (30) calendar days after receipt of such written notice, Hyland shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.

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

(a) Limited Refund of Annual Maintenance Fees. In the event Licensee has terminated this Agreement in accordance with the provisions of Section 7.2(b), so long as Licensee has complied in all material respects with its obligations under this Agreement and is current on all payment obligations under this Agreement, Licensee shall be entitled to a refund from Hyland of the “unused portion of the Annual Maintenance Fees” for the then-current maintenance period. For these purposes, the “unused portion of the Annual Maintenance Fees” shall mean that portion of the Annual Maintenance Fees paid by Licensee, with respect to the maintenance period during which such termination of this Agreement is effective, equal to the total of such Annual Maintenance Fees multiplied by a fraction, the numerator of which shall be the number of calendar months during the then-current maintenance period that remain until the end of such then-current period, commencing with the calendar month after the calendar month in which such termination is effective, and the denominator of which shall be the total number of calendar months in such then-current maintenance period determined without regard to such termination.

(b) Survival of Certain Obligations. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement 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, Section 2.1(d)(2) (as it relates to title and ownership), Section 5(c) and (d), Section 5, Section 6, Section 7, Section 9 and Section 10.

8. 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 8 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 8 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.

9. 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: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person’s successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

10. GENERAL PROVISIONS.

(a) Governing Law; Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the

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

(b) 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.

(c) 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.

(d) Integration. This Agreement and the EULA, including any and all exhibits and schedules referred to herein or therein set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter. 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. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no 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.

(e) Binding Agreement; No 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. Licensee 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 Licensee 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 10(e) shall be null and void and of no force or effect.

(f) 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.

(g) 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 the Maintenance and Support.

(h) Subcontracting. Hyland may subcontract all or any part of Maintenance and Support. Hyland shall remain responsible to Licensee for the provision of any subcontracted services.

(i) Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.

(j) 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 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.

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

(l) 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.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

HYLAND SOFTWARE, INC.

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Hyland Legal

Approved By:

Date: