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https://prod-fin.wvoasis.gov/webapp/prdfin11/Advantage

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Welcome, Lu Anne Cottrill





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Solicitation Response(SR) Dept: 0225 ID: ESR01211600000003108 Ver.: 1 Function: New Phase: Final Modified by batch , 01/21/2016

### Header

[List View](#)

**General Information** [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 171548	SO Doc Code: CRFQ
Procurement Type: Central Purchase Order	SO Dept: 0225
Vendor ID: 000000176927 	SO Doc ID: PEI1600000003
Legal Name: HYLAND SOFTWARE INC	Published Date: 1/11/16
Alias/DBA:	Close Date: 1/21/16
Total Bid: \$25,800.00	Close Time: 13:30
Response Date: 01/21/2016 	Status: Closed
Response Time: 10:47	Solicitation Description: Addendum 1 - To acquire programming services  
Total of Header Attachments: 0	
Total of All Attachments: 0	



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Solicitation Response

Proc Folder : 171548

Solicitation Description : Addendum 1 - To acquire programming services

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2016-01-21 13:30:00	SR 0225 ESR01211600000003108	1

VENDOR

000000176927

HYLAND SOFTWARE INC

FOR INFORMATION CONTACT THE BUYER

Linda Harper  
(304) 558-0468  
linda.b.harper@wv.gov

Signature X	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Programming Services				\$25,800.00

Comm Code	Manufacturer	Specification	Model #
81111600			

Extended Description :	Lump Sum for Programming Services
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**RFQ for The West Virginia Public Employees  
Insurance Agency  
Programming Services  
CRFQ 0225 PEI 1600000003**

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**Lori Kershner**  
Account Manager  
Hyland Software, Inc.  
28500 Clemens Road  
Westlake, OH 44145  
Office: 440-788-6668  
[www.onbase.com](http://www.onbase.com)

January 21, 2016

Linda Harper  
Senior Buyer  
The State of West Virginia  
2019 Washington Street, East  
Charleston, WV 25305

Dear Linda Harper:

Thank you for evaluating the OnBase enterprise content management (ECM) solution from Hyland Software, Inc. ("Hyland"). On behalf of everyone at Hyland, it is with great pleasure that I provide The West Virginia Purchasing Division on behalf of the West Virginia Public Employees Insurance Agency ("PEIA") with the following response to your Programming Services RFQ. Per your request, the following document provides a preliminary, yet solid foundation to implement a cost-effective solution for PEIA and its customers.

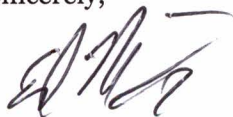
Designed to meet the evolving needs of our more than 14,400 customers, OnBase is one of the most flexible and scalable ECM products on the market today. Combining deep document imaging, workflow and business process management functionality with purpose-built features designed by people with proven industry expertise, OnBase is tailored for departments and comprehensive for the enterprise. Hyland is committed to providing a complete, tailored and primarily point-and-click configurable solution specific to your requirements that solves business needs that rely on documents, content and people to help organizations run better, smarter and faster.

The mission of our Hyland Services organization is to be the best ECM solution provider in the world. To that end, we are firmly committed to helping customers successfully operate, maintain, modify and extend their OnBase solutions. Hyland Services provides highly-trained, certified professionals with the highest commitment to customer service and satisfaction, while leveraging the collective experience of the OnBase community. We will work with you to identify and apply best practices to support your deployed solution.

Our response submission was formulated based on the requirements provided in the PEIA solicitation document. As your requirements evolve, we will conduct discovery meetings to validate those requirements and provide additional information to your project team.

Once again, thank you for your interest in OnBase. Please do not hesitate to contact Lori Kershner at the contact information below in the event that questions arise during the review process.

Sincerely,



Ed McQuiston  
Authorized Signer  
Vice President, Global Sales & Marketing  
Hyland Software, Inc.



Lori Kershner  
Account Manager  
Hyland Software, Inc.  
Office: (440) 788-6668  
E-mail: [Lori.Kershner@onbase.com](mailto:Lori.Kershner@onbase.com)

**OnBase**  
by Hyland



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## SIGNED DOCUMENTS

### *Signed Documents*

#### CRFQ FORM



Final\_CRFQ\_0225\_Pe11  
600000003\_2\_CRFQ\_Fc

#### GENERAL TERMS AND CONDITIONS



General Terms and  
Conditions

#### PURCHASING AFFIDAVIT



Purchasing Affidavit

#### ADDENDUM ACKNOWLEDGEMENT



Addendum  
Acknowledgement

#### VENDOR PREFERENCE CERTIFICATE

*This is not applicable to  
Hyland Software, Inc.*





Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Quotation  
21 — Info Technology

Proc Folder: 171548

Doc Description: Addendum 1 - To acquire programming services

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-01-11	2016-01-21 13:30:00	CRFQ 0225 PEI1600000003	2

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

Hyland Software, Inc.  
28500 Clemens Road  
Westlake, Ohio 44145  
(440) 788-5000

**FOR INFORMATION CONTACT THE BUYER**

Linda Harper  
(304) 558-0468  
linda.b.harper@wv.gov

Signature X

Ed McQuiston FEIN # 34-1699247

DATE January 20, 2016

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum 1 - filed to publish the Vendor questions with responses.

No other changes

The West Virginia Purchasing Division for the Agency, West Virginia Public Employees Insurance Agency (PEIA) is soliciting bids from qualified vendors to establish a "One-Time" contract for programming services to connect upgraded Onbase software integrations to the overall PEIA system per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO	SHIP TO
PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST SE  CHARLESTON WV25304  US	PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST, SE  CHARLESTON WV 25304  US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Programming Services			\$25,800.00	\$25,800.00

Comm Code	Manufacturer	Specification	Model #
81111600			

**Extended Description :**

Lump Sum for Programming Services

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Question Deadline 5:00 PM	2016-01-08

<b>PEI1600000003</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Addendum 1 - To acquire programming services	<b>Page 3</b> <b>of 3</b>
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#### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## GENERAL TERMS AND CONDITIONS:

**Note: The services proposed by Hyland in response to this RFP would be governed by either Hyland's maintenance and support agreement or Hyland's Blanket Services Agreement, depending on the scope of the services. A form of both Hyland Software's standard Maintenance and Support agreement and Blanket Services Agreement has been included in Appendix A for your reference.**

**Therefore, Should Hyland be the successful bidder, the State's purchase would be governed by the terms of the above mentioned agreements, which may include mutually acceptable revisions to such terms.**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the

Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within Ninety (90) calendar days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute offbreach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of \$1,000,000.00 per occurrence  
\_\_\_\_ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☐

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_

-----  
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

**17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

**21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**29. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies **(1)** that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; **(2)** that its bid or offer is in all respects fair and without collusion or fraud; **(3)** that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and **(4)** that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (J) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. **REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.regquisitions@wv.gov](mailto:purchasing.regquisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W.Va. Code§ 15-20-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code§ 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code§ 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W.Va. Code§ 5-19-1 et seq., and W.Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as deferred by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

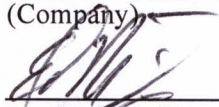


## CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has\*properly registered with any State agency that may require registration.

Hyland Software, Inc.

(Company)



Ed McQuiston, VP Global Sales & Marketing

(Authorized Signature) (Representative Name, Title)

(P) (440)-788-5000 (F) (440)-788-5100 January 20, 2016

(Phone Number) (Fax Number) (Date)

\*Note: Hyland has, or will prior to Contract Award, properly register with any State agency that may require registration.

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

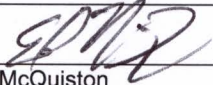
**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Hyland Software, Inc.

Authorized Signature:  Date: January 20, 2016  
Ed McQuiston

State of Ohio

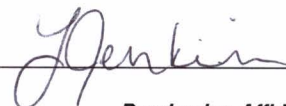
County of Cuyahoga, to-wit:

Taken, subscribed, and sworn to before me this 20 day of January, 2016.

My Commission expires July 23, 2018.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**



*Purchasing Affidavit (Revised 08/01/2015)*

LISA JENKINS  
NOTARY PUBLIC, STATE OF OHIO  
LORAIN COUNTY  
My Commission Expires 7/23/2018





**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: PE1600000003**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

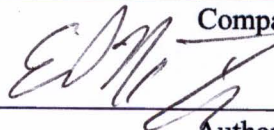
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Hyland Software, Inc.

Company



Authorized Signature

January 20, 2016

Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

# PROGRAMMING SERVICES SPECIFICATIONS

## 3.0 Qualifications

**Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications and experience (proof of experience, qualifications, and education should be provided in the form of a resume, official transcripts, or proof of certifications submitted with bid):**

From a resource standpoint, it is Hyland Software's policy to negotiate the terms of the project and contract prior to providing named resources. Upon execution of the contract, resources will be evaluated and assigned to the project team. However, generic resumes detailing the experience and qualifications which each staff member assigned to PEIA's implementation will possess have been provided below. Resumes are included for all Global Services resource types, although not all may be included in PEIA's project.

### *Sample Resumes*

#### PROJECT MANAGEMENT



Project Management

#### PROFESSIONAL SERVICES



Professional Services

#### IMPLEMENTATION SERVICES



Implementation  
Services

#### ENTERPRISE SOLUTIONS GROUP



Enterprise Solutions  
Group

## Summary

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The Hyland Software Project Management Office is comprised of a group of professional Project Managers, Consultants, and Practice Leaders who have accumulated an average of several years of service as technical professionals with specific expertise in project management. The project management professionals have facilitated and managed many enterprise level implementations across multiple vertical markets where they have directly contributed to project success by providing expertise in budget management, project communication, resource management and scheduling, project planning and tracking, scope definition and control, and solution requirements definition.

## Education

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Typically possess a Bachelor of Business Administration (IS, Information Systems) or equivalent.

## Certifications & Accreditations

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<b>Content Management</b>	Certified Document Imaging Architect (CDIA+) AIIM ECM Practitioner (ecm <sup>P</sup> ) AIIM ECM Specialist (ecm <sup>S</sup> )
<b>OnBase Training</b>	OnBase Proficiency Levels 1 & 2 (OBP1, OBP2) OnBase System Administrator (OCSA) OnBase Workflow Administrator (OCWA)
<b>Project Management Systems</b>	Project+

## Qualifications

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<b>Database Systems</b>	Oracle Microsoft SQL Server
<b>Operating Systems</b>	Windows OS, Windows Server OS, Apple IOS
<b>Project Management</b>	Microsoft Office, Visio, Project

## Project Experience

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<b>Banking / Financial</b>	Experience implementing Lockbox, Payee Capture, and Exceptions Management OnBase solutions for top ten level banks. These OnBase solutions are tightly integrated with customer third party accounting applications.
<b>Commercial Retail</b> /	Experience includes the implementation of enterprise level workflow solutions meeting the business needs of customers in both wholesale and retail environments. Such solutions have included Accounts Payable, Accounts Receivable, Compliance, Human Resources, and Back Office operations.
<b>Government</b>	Experience implementing Housing, Records Management, Finance, Vital Statistics, and Judicial Case Management enterprise solutions.
<b>Healthcare</b>	Experience includes implementing large enterprise healthcare specific applications for the clinical and the business operations components of the business. Specific expertise in integration with multiple large Electronic Medical Record systems, Revenue Cycle systems, and Line of Business healthcare applications.
<b>Insurance</b>	Experience includes the implementation of enterprise level solutions meeting the business needs of customers in both Life & Health and Property & Casualty demographics. Such solutions have included New Business Underwriting, Policy Services, Claims, Human Resources, Back Office operations and Records Retention.
<b>Manufacturing</b>	Experience implementing enterprise ECM applications integrated with large Line of Business Applications, as well as applications providing workflow, storage and retrieval solutions for CAD drawings.
<b>Higher Education</b>	Experience implementing large university and college-wide solutions as well as single department solutions. Solutions deployed in Undergraduate Admissions, Graduate Admissions, Financial Aid, Office of the Registrar, Development, Office of the Chancellor and Provost, Campus Counsel, Accounts Payable, Office of the Treasurer, Student Financial Services, and other business areas. Integrations with student information system include Ellucian (Banner and Datatel), , Oracle PeopleSoft, and Jenzabar, as well as online application systems including Apply Yourself Common Application, and custom portals.

### 3.1. Work Experience

**3.1.1. Minimum of 5 years' full-time experience with C#.Net/VB.Net.**

**3.1.2. Should have OnBase Certified Application Programming Interface certification (OCAPI)**

**3.1.3. Experience in developing software applications using the Unity Automation API as well as OnBase client based VB scripting.**

**3.1.4. Minimum of 5 years' full-time experience in integrating document management software with other applications.**

**3.1.5. Minimum of 5 years' full-time experience in SQL/T-SQL programming.**

Hyland Software has read and understands the requirements stated above. Generic resumes detailing the experience and qualifications which each staff member assigned to PEIA's implementation will possess have been provided on the previous page for review. Resumes are included for all Global Services resource types, although not all may be included in PEIA's project.

### 3.2. Education

**3.2.1. Bachelor degree in computer science or related field.**

Please refer to the response stated above in section 3.1. Work Experience

### 3.3. Technical Experience

**3.3.1. Tools: Microsoft Visual Studio 2010, SQL Server Reporting Services, Data studio, Star Tools, CA Database Management Solutions, Control-M**

**3.3.2. Servers: BizTalk Server 2013**

**3.3.3. RDBMS: MS SQS Server, DB2, and MS Access**

**3.3.4. Packages: Microsoft Dynamics CRM 2013**

Please refer to the response stated above in section 3.1. Work Experience

## 4.0 Mandatory Requirements

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### 4.1 Mandatory Contract Services Requirements and Deliverables

Contract Services must meet or exceed the mandatory requirements listed below.

**4.1.1 Vendor will be required to integrate upgraded Onbase software PEIA's existing systems while ensuring the ongoing functionality of the current programs and integrations.**

**4.1.2 Vendor is responsible for gaining a proper understanding of the current system design and architecture so as to fully assess the implications of the integration in all respects.**

Hyland will confirm ability to integrate after upgrade upon review of PEIA's current environment and integration points.

**4.1.3 Vendor will be required to sign a Business Associate Addendum (BAA) prior to a Purchase order being issued. The State's BAA is attached to this solicitation as Exhibit B.**

Should Hyland Software be the successful bidder, Hyland Software agrees to execute the referenced business associate agreement, which may include mutually acceptable revisions to such terms.



## 11. Miscellaneous

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### 11.1. Contract Manager

**During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.**

**Contract Manager:** Lori Kershner  
**Telephone Number:** (440) 788-6668  
**Fax Number:** (440) 788-5100  
**Email Address:** [Lori.Kershner@onbase.com](mailto:Lori.Kershner@onbase.com)

## Summary

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The Hyland Software Professional Services Group is comprised of Workflow and Case Management Engineers who have an average of 8 years' service as technical professionals. This Group works directly with customers to analyze business processes and implement solutions using the OnBase product suite.

The Professional Services Group gathers and documents business process requirements, builds and documents OnBase software solutions, implements OnBase software solutions, trains users and administrators and supports production go-live. The Professional Services Group implements enterprise level solutions across major vertical markets.

## Education

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Management Information Systems, Computer Science (or related degree) or three (3) years related work experience

## Certifications & Accreditations

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<b>Content Management</b>	Certified Document Imaging Architect (CDIA+) AIIM ECM Practitioner (ECMp) AIIM ECM Specialist (ECMs) AIIM BPM Practitioner (BPMp)
<b>OnBase Training</b>	OnBase Proficiency Levels OnBase Certified System Administrator (OCSA) OnBase Certified Workflow Administrator (OCWA) OnBase Certified Installer (OCI) OnBase Certified API (OCAPI) OnBase Certified WorkView (OCWV)

## Qualifications

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<b>Database Systems</b>	Oracle Microsoft SQL Server
<b>Development and Scripting Languages</b>	HTML Java Script SQL XML
<b>Foreign Languages</b>	Specific engineers are fluent in Spanish, Russian, Tagalog
<b>Operating Systems</b>	Windows and Windows Server
<b>Project Management</b>	Microsoft Office, Visio, Project
<b>Collaboration</b>	Microsoft SharePoint

## Project Experience

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<b>Banking / Financial</b>	Experience implementing Lockbox and Exceptions Management, Lending, and Account Management solutions for top tier banks. These solutions are tightly integrated with third party accounting applications.
<b>Commercial / Retail</b>	Experience implementing enterprise solutions in both wholesale and retail environments. These solutions include the following business processes: Accounts Payable, Accounts Receivable, Legal, Compliance, Human Resources and Back Office operations.
<b>Government</b>	Experience implementing Housing, Records Management, Land Assessment, Finance, Compliance and Judicial Case Management enterprise solutions.
<b>Healthcare</b>	Experience implementing very enterprise applications for the clinical and the business operations components of large healthcare systems. Solutions have included Pharmacy, Medical Record Coding, and Policy and Procedures. Specific expertise integrating with multiple large Line of Business healthcare data applications, such as Epic and Centricity.
<b>Insurance</b>	Experience implementing of enterprise workflow in Life & Health and Property & Casualty demographics. Solutions have included New Business Underwriting, Policy Services and Claims processing.
<b>Higher Education</b>	Experience implementing large university and enterprise solutions as well as department level solutions. Solutions deployed in Undergraduate Admissions, Graduate Admissions, Financial Aid, Office of the Registrar, Development, Office of the Chancellor and Provost, Campus Counsel, Accounts Payable, Office of the Treasurer, Student Financial Services and other business areas. Integrations with student information systems include Banner, Oracle PeopleSoft and Datatel Colleague as well as online application systems including Apply Yourself and Common Application.
<b>Back Office (All Verticals)</b>	Experience implementing Accounts Payable, Accounts Receivable, Employee Onboarding and Separation, Employee Change Management and Contracts Management. List is representative, not inclusive.

## Summary

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The Hyland Software Implementation Services Group is comprised of professional certified OnBase Solution Engineers who have the knowledge and experience necessary to deploy OnBase solutions.

Solution Engineers consult, configure and train on almost every OnBase installation performed by Hyland Software. A Solution Engineers' primary focus typically lies with the core implementation of OnBase, which includes the base installation and setup of all infrastructure related areas (e.g. OnBase database\file\web servers, etc.). The Solution Engineer is also responsible for designing and configuring the optimal document and keyword taxonomy, methods for processing or ingestion of documents, as well as identifying end user needs for access and retrieval of stored documents.

Our Implementation Services Group average 7+ years of practical experience in technical consultation as well as general software installation and support. Collectively, the Implementation Services Group has deployed hundreds of new solutions in recent years while also managing many other engagements for expansions and upgrades, just to name a few. Our expertise lies across multiple vertical markets, as well as with specific solutions and applications. Solution Engineers play a pivotal role in just about every engagement and ultimately contribute to the direct success of each and every project.

## Education

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Typically possess a Bachelor of Computer Science or equivalent.

## Certifications & Accreditations

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<b>Content Management</b>	Certified Document Imaging Architect (CDIA+) AIIM ECM Practitioner (ecm <sup>P</sup> ) AIIM ECM Specialist (ecm <sup>S</sup> )
<b>OnBase Training</b>	OnBase Certified Installer OnBase Proficiency Levels 1 & 2 (OBP1, OBP2) OnBase System Administrator (OCSA) OnBase Workflow Administrator (OCWA)
<b>System Administration</b>	Cisco Certified Network Associate (CCNA) Microsoft Certified Professional (MCP) Microsoft Certified System Engineer (MCSE)

## Qualifications

<b>Database Systems</b>	Oracle 9i, 10g, 11g Microsoft SQL Server 200 / 2005 / 2008 / 2012 Sybase SQL
<b>Development Languages</b>	HTML Java Script SQL VB Script
<b>Operating Systems</b>	Windows XP, 7 Pro, and Windows 8 Server 2003, 2008, and 2012 Linux
<b>Project Management</b>	Microsoft (MS) Office Suite Professional (including MS Project & MS Visio)

## Project Experience

<b>Banking / Financial</b>	Experience implementing Lockbox, Payee Capture and Exceptions Management OnBase solutions for top ten level banks. These OnBase solutions are tightly integrated with customer third party accounting applications.
<b>Commercial Retail</b> /	Experience includes the implementation of enterprise level workflow solutions meeting the business needs of customers in both wholesale and retail environments. Such solutions have included Accounts Payable, Accounts Receivable, Compliance, Human Resources and Back Office operations.
<b>Government</b>	Experience implementing Housing, Records Management, Finance, Vital Statistics, and Judicial Case Management enterprise solutions.
<b>Healthcare</b>	Experience includes implementing large enterprise healthcare specific applications for the clinical and the business operations components of the business. Specific expertise in integration with multiple large line of business healthcare applications.
<b>Insurance</b>	Experience includes the implementation of enterprise level solutions meeting the business needs of customers in both Life & Health and Property & Casualty demographics. Such solutions have included New Business Underwriting, Policy Services, Claims, Human Resources, Back Office operations and Records Retention.
<b>Manufacturing</b>	Experience implementing enterprise ECM applications integrated with large line of business applications, as well as applications providing workflow, storage and retrieval solutions for CAD drawings.
<b>Higher Education</b>	Experience implementing large university and college-wide solutions as well as single departments. Solutions deployed in Undergraduate Admissions, Graduate Admissions, Financial Aid, Office of the Registrar, Development, Office of the Chancellor and Provost, Campus Counsel, Accounts Payable, Office of the Treasurer, Student Financial Services and other business areas. Integrations with student information system include Banner, Oracle PeopleSoft and Datatel Colleague as well as online application systems including Apply Yourself and Common Application.

## Summary

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The Hyland Software Enterprise Solutions Group is dedicated to providing enterprise planning services, strategy and support for project sponsors and customer management teams. Enterprise Consultants have an average 10 years ECM and management consulting experience. The Enterprise Solutions Group provides services for ensuring organizations understand all the requirements for an enterprise solution. This includes performing comprehensive reviews of current state deployments and future state requirements, cost-benefit analyses, infrastructure assessments, and individual solution assessment. The Enterprise Solutions Group also provides general consulting and advising on a number of core enterprise planning topics such as records management, taxonomy and classification, conversion strategies, quality control, support and team building, governance and change management, and more. Following a proven methodology, along with Lean and Six Sigma tools, discovery is performed at all organizational layers to best understand goals, challenges, needs, and bottlenecks to help organizations discover the value in working smarter every day.

## Education

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Typically possess a Bachelor's Degree (Finance, Business Administration, Management Information Systems) or equivalent

## Certifications & Accreditations

---

<b>Content Management</b>	Certified Document Imaging Architect (CDIA+) AIIM ECM Practitioner (ECMp) AIIM ECM Specialist (ECMs) AIIM BPM Practitioner (BMPp) AIIM IOA Practitioner (ECMp)
<b>OnBase Training</b>	OnBase Proficiency Levels OnBase Certified System Administrator (OCSA) OnBase Certified Workflow Administrator (OCWA) OnBase Certified Installer (OCI) OnBase API Training OnBase WorkView Administrator
<b>System Administration</b>	Microsoft Certified Professional (MCP) Microsoft Certified System Engineer (MCSE)
<b>Other</b>	Six Sigma Green Belt Certification PMI Project Management Professional (PMP)

## Project Experience

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### **Banking / Financial**

Numerous experiences for banking and financial institutions focused on enterprise-wide and focused solution deployment. Experiences range from retail, credit, lending, mortgage loan origination, deposit services, investment banking, brokerage, operations, legal, compliance, treasury international banking, and more.

### **Commercial / Retail**

With experience in Lean and Six Sigma techniques, the Enterprise Solutions Group applies like Commercial and Retail use of these tools in its service levels. Experiences include housing, development and construction, manufacturing, quality control, files and drawings, master processes, research and development, utilities, incident reporting, reporting, safety, and general horizontal solutions such as accounts payable, accounts receivable, legal, human resources, and other back office operations.

### **Government**

Experience at enterprise and solution level with local and county government authorities for solutions and strategies focused on grant management, accreditation, housing, records management, auditing, policy and procedure, reporting, human resources, document control, marketing, planning and engineering, development, and finance.

### **Healthcare**

Experience include clinical and the business operations. This includes medical record coding, EOBs, patient registration, physician files, policy and procedures, accounting and finance, facility services, health information management, human resources, legal, outcome management, patient business services, billing, pharmacy, quality, scheduling, and electronic patient records.

### **Insurance**

Numerous experiences in the life, health, auto, property and casualty, and crop/agricultural space. Enterprise-level engagements and solutions have included new business underwriting, reinsurance, claims, commercial lines, customer service, central records, product development, marketing, policy services, mailroom, policy management, and back office operations.

### **Higher Education**

Experiences include engaging in enterprise-wide and solution-level projects with large universities and colleges. Solutions developed for individual colleges and schools, Undergraduate Admissions, Graduate Admissions, Financial Aid, Office of the Registrar, Development, Office of the Chancellor and Provost, Campus Counsel, Accounts Payable, Office of the Treasurer, Student Financial Services, and other supporting business areas. Experiences also include working with and complementing core student information systems such as Banner, Oracle PeopleSoft, and Datatel as well as online application systems.

## EXHIBIT A- PRICING PAGE

Hyland Software has completed and embedded below Exhibit A – Pricing Page. In addition, we have provided a detailed services estimate for PEIA’s project.

The following pricing is based off of the solution Hyland Software is proposing to best meet the needs of your organization, as identified to date, and may not incorporate all of the OnBase functionality discussed within this response.

### *Pricing Documents*

#### **EXHIBIT A – PRICING PAGE**



Exhibit A - Pricing  
Page

#### **DETAILED SERVICES ESTIMATE**



Professional Services  
Proposal



CRFQ PEI1600000003  
EXHIBIT A – PRICING PAGE

Reference Section	Description	Estimated Time	Description	Unit Type	Quantity	Unit Cost
4.1	Programming Services	6-8 Weeks	Programmer for Onbase Integrations	Lump Sum	1	\$ 25,800.00
Total Bid Amount						\$25,800.00



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# PROFESSIONAL SERVICES PROPOSAL

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State of West  
Virginia Public  
Employee Insurance  
Agency (PEIA)

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Document Version: 1.0

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Document Date: 21-Jan-2016

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THIS PROPOSAL IS VALID FOR A  
PERIOD OF **90** DAYS FROM THE  
ABOVE DATE.

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Information in this document is subject to change and does not represent a commitment on the part of Hyland Software, Inc. until attached to a services contract.

The information contained in this document is confidential and proprietary to Hyland Software, Inc. It is provided solely for the use of State of West Virginia Public Employee Insurance Agency (PEIA) to describe the approach and work being proposed. This information may not be used for any other purpose and may not be further distributed. Any recipient of this document who is unwilling to agree to these conditions should return the document to Hyland Software, Inc. without reviewing the contents or making further distribution. Review of this document shall constitute agreement to the restrictions stated above.

RFS# 16370701 (a Hyland Software internal request tracking number)

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## INTRODUCTION

The purpose of this document is to define the goals, scope, and important details supporting the delivery of professional services related to one or more projects defined in the Project Areas section. This document is used by Hyland Software to provide services estimates applicable to the current stage of a project.

## PROPOSAL TERMS & USAGE

Hyland Software, Inc.® (“Hyland”) is pleased to provide the following estimate for professional services related to the use of the OnBase® Software (“Software”) for State of West Virginia Public Employee Insurance Agency (PEIA) (“Customer”) as shown in the Description of Services section of this document.

This proposal describes the services offered to Customer in conjunction with the use of the Software for Customer. The content of this document is subject to review and revision by both Hyland and Customer. After this proposal has been mutually reviewed and agreed to by both Hyland and Customer, this proposal will be attached to a services contract and delivered to Customer for final review and signature.

Once executed by both Hyland and Customer, the Hyland solution delivery team will contact Customer project team to discuss project logistics and potential start dates. Once a project start date has been determined, resources will be assigned and scheduled to begin delivery of the services described in this proposal.

## PROJECT AREAS

### PROJECT 1 – REWRITE CRM INTEGRATION WEB SERVICE SOLUTION TO UNITY API

#### *Scope*

Hyland will rewrite Customer's existing CRM Integration Web Service solution that is currently written utilizing the OnBase Core API to the OnBase Unity API to perform the following integration points with OnBase:

- a. Connect and disconnect to OnBase utilizing Query Metering license;
- b. Upload/store new OnBase document including keywords; and
- c. Re-index OnBase document:
  1. Update the OnBase document's document type or keywords given the document ID of the OnBase document; and
  2. Update the OnBase document's document type or keywords given the keywords of the OnBase document.

#### *Services*

Requirements Analysis, Implementation

#### *Deliverables*

Custom Solution Software Requirements Specification, Custom Solution, Custom Solution Administration Guide

#### *Assumptions*

This proposal is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.

- a. Hyland estimates sixteen (16) hours for the training phase. Customer may request additional hours for such service under a future agreement;
- b. Hyland estimates eighteen (18) hours for the Customer testing support phase. Customer may request additional hours for such service under a future agreement;
- c. Hyland estimates ten (10) hours for the go live support phase. Customer may request additional hours for such service under a future agreement;
- d. Solution will be designed to work with OnBase 15;
- e. Solution requires the Unity Integration Toolkit License;
- f. Solution will be designed to use the Query Metering licensing to connect to OnBase;
- g. Customer will have a dedicated resource familiar with CRM system and business requirements assigned to the project;
- h. Updates to CRM system may be required for updated web service interfaces and are the responsibility of the Customer;
- i. Customer will provide remote, VPN access to Customer's environment for duration of the project for solution development, testing, and go live; and
- j. All Services will be performed remotely.

*Project Exclusions*

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

- a. Updates to OnBase Release Script OBCOREREL.DLL; and
- b. Updates to Post Commit Script Hook for Core Services Entry Point (Script will execute in Classic/Thick Client Scan Queue Timer).

## DESCRIPTION OF SERVICES

The types of services outlined below are included in one or more of the project areas covered in this services proposal, and are encompassed in Hyland's standard engagement methodology. Please refer to the specific project described in the Project Areas section of this document to determine which of these services are in scope for a particular project.

### **1. Requirements Analysis**

- a. **Project Initiation:** Hyland and Customer allocate project resources, and create the initial project timelines. Hyland provides Customer with requirements preparation materials, and customer returns completed materials to Hyland in advance of on-site engagement;
- b. **Requirements Capture:** Hyland collaborates with the Customer's project team to discover and define the detailed requirements of the solution. Discussions focus on the requirements to meet Customer's business objectives, including any integrations that may be in scope for the project;
- c. **Requirements Documentation:** Hyland composes formal documentation containing the requirements of the solution. Additional follow up items may be discussed with the subject matter experts to close any gaps in the understanding of the captured requirements during the Requirements Capture. Once complete, the documentation is delivered to the Customer's project team for review; and
- d. **Requirements Review:** Hyland reviews the requirement documentation with the Customer's project team to validate the requirements. Modifications to the document are made as necessary and a finalized document and refined implementation estimate is delivered to the Customer's project team for final approval.

### **2. Implementation**

- a. **Solution Design:** Hyland designs the solution based on best practices and the agreed upon requirements documentation. In the case that the solution contains a Workflow or WorkView application, Hyland will conduct a high level design review to provide customer with an early view of the conceptual design in the Software;
- b. **Solution Implementation:** Hyland configures the solution to fulfill the requirements captured in the requirements documentation;
- c. **Solution Unit Testing:** Hyland will validate that the Solution conforms to the approved Solution Requirements Document. Upon completion of unit testing and incorporation of any changes to the solution, Hyland will inform the Customer unit testing is complete;
- d. **Training Material Generation:** Hyland will compose training materials specific to the configured solution for use by Customer's designated trainers. Customer trainers may modify the document to meet Customer personnel needs;

- e. Training: The Hyland team trains the customer's designated system administrators, testers, and trainers responsible for educating their user-community. This training is oriented towards the Customer's specific solution, and therefore, foundational Software training is expected to have been completed by the Customer's resources prior to receiving this solution-specific training and knowledge-transfer.
- f. Customer Testing Support: Hyland will support the Customer's testing of the configured solution. Customer-created business test cases are used by Customer's resources to test the Solution. Customer should prepare for these activities by defining test plans and scripts early in the project process, for example following Requirements Analysis phase. Hyland will make any required changes to the Solution to fulfill any items that are prohibiting the Solution from functioning in accordance with the Solution Requirements Document. Requested changes, which are not documented in the Solution Requirements Document, may result in a change order;
- g. Administrator Manual Generation: Hyland will compose a manual specific to the configured solution, which provides guidance to the Customer's system administrators on the support and maintenance of the solution;
- h. Solution Migration: Hyland will migrate the Solution from the environment used for testing to the production environment; and
- i. Go Live Support: Hyland will provide support to the Customer during initial production usage of the Solution to address issues and answer questions from the Customer.



## DESCRIPTION OF DELIVERABLES

The types of deliverables outlined below are included in one or more of the project areas covered in this services proposal, and are encompassed in Hyland's standard engagement methodology. Please refer to the specific project described in the Project Areas section of this document to determine which of these deliverables are in scope for a particular project.

**1. Custom Solution Software Requirements Specification ("SRS"):**

- a. Delivered upon completion of the detailed discovery phase of a custom solution;
- b. Describes the requirements and scope of any custom solution to be delivered; and
- c. Includes known limitations, customer expectations, and requirements that the custom solution must meet.

**2. Custom Solution:**

- a. The implementation of the requirements defined in the Custom Solution Software Requirements Specification created during discovery; and
- b. The Custom Solution provided is not covered by maintenance and support services. Hyland cannot guarantee that the Custom Solution will be compatible with future releases of the Software. Customer is responsible for costs involved in the migration of the Custom Solution to future releases of the Software. Assistance from Hyland can be requested on a time and materials basis to help with these efforts under the terms of a separate services contract.

**3. Custom Solution Administration Guide:**

- a. Delivered upon completion of the custom solution;
- b. Outlines installation and administration of the customer solution; and
- c. Intended to be used by the customer in administering the solution after the completion of the project.

## PRICING ESTIMATE

Customer acknowledges that the services estimated are based solely on the information provided to Hyland and referenced in the above Project Area(s).

Project Name	Estimate Type	Estimated Project Hours	Amount
Rewrite CRM Integration Web Service Solution to Unity AP	Time and Materials	120	\$25,800.00 USD
<b>Total</b>			<b>\$25,800.00 USD</b>

Resource	Hourly Rate
Technical Consultant	\$190.00
Advanced Capture Engineer	\$190.00
Enterprise Consulting	\$200.00
Project Manager	\$200.00
Business Consultant	\$215.00
Integration Engineer	\$215.00
Database Engineer	\$215.00
Conversion Consultant	\$250.00

### Pricing Assumptions

The cost estimates were created using the following assumptions:

- Project start date(s) are subject to a mutually agreed upon schedule after execution of contract;
- The above pricing estimate includes estimated services fees only;
- Where applicable, travel time for services personnel is charged at one half (1/2) applicable services rates and will not exceed eight (8) hours per one-way trip;
- Where applicable, travel expenses are not included in this estimate and will be charged separately;
- Each deliverable created during this project will use Hyland's standard deliverable templates. Customer requested changes to the deliverable template may increase project costs or introduce timeline delays;
- Hyland will provide testing support for one (1) testing cycle. It is expected that this cycle will be up to one (1) week in duration;
- Go-live will be a one (1) time event;
- Hyland will provide up to ten (10) hours for go-live support; and
- The above cost represents an estimate of the work effort required to complete the project. All services hours and expenses will be billed on a time and materials basis for the actual amounts incurred.

## CUSTOMER RESPONSIBILITIES/OBLIGATIONS

To facilitate Hyland's performance of the above services, Customer agrees to the following:

### 1. Project Management

A single point of contact whose responsibilities include but are not limited to:

- a. Collaboration with Hyland resources on the project schedule;
- b. Coordination of key departmental decision maker(s), subject matter expert(s), end-user representative(s), third party software application resources, project team representative(s) related to the project area, steering committee, project sponsorship;
- c. Facilitate timely decision making and resolution of issues;
- d. Coordination of Customer resources for the testing and regression testing cycles of the configured Software solution;
- e. Tracking and reporting test results; and
- f. Arrange for physical workspace and tools (desks, meeting rooms, training rooms, conference phones, etc.) for duration of the project to accommodate scheduled onsite activities.

### 2. Installation and Deployment

- a. Properly setup environment in accordance with Hyland's prerequisites. Setup will consist of the installation, configuration, and administration of, but not limited to, all hardware and operating systems, database instance(s), networking, and required third-party software;
- b. Local and remote access through the use of dedicated user account(s) with appropriate privileges to the Software and relevant third party systems for the engaged Hyland project team;
- c. Setup, execution, and validation of the database maintenance plan for each Software instance;
- d. Perform routine scheduled backups and maintain disaster recovery and contingency plans;
- e. Packaging and deployment of the client Software. Deployment of supporting client hardware (e.g. scanner, signature device) and related third party software (e.g. drivers, licenses) for the Software solution;
- f. All scanning devices (MFP, MFD, high volume scanners) will be installed, configured and performing to manufacturer's specifications;
- g. The same scanner make/model used in production-level scanning will be available in the test environment;
- h. Customer is responsible for the installation or configuration of third party software;
- i. All necessary components including, but not limited to, power, lighting, network connections and environment controls deemed necessary for the proper functioning of the system;
- j. Installation and support of all hardware and operating, database, and application software; and

- k. Customer will provide systems access and include third-party vendors or subject /technical matter experts as required.

### **3. Software Integrations**

- a. Local and remote access (VPN) through the use of dedicated user account(s) with appropriate privileges to the Software and Customer's CRM System
- b. Remote access must be provided prior to Hyland's arrival at Customer facilities;
- c. Provide interface specialists and technical resources deemed necessary for Customer's CRM System with which the Software will integrate; and
- d. Third party application setup (i.e. install, configuration), testing, training, and go-live support related to the integration with the Software.

### **4. Testing/Training**

- a. At least one (1) Software system administrator will or has attended Software system administrator training and will participate actively in the entire project lifecycle for knowledge transfer. The Customer system administrator will support all Software environments, and solutions;
- b. At least one (1) Software Workflow administrator will or has attended Software Introduction to Workflow training and will participate actively in the entire project lifecycle for knowledge transfer. The Customer Workflow administrator will support all Software environments, and solutions;
- c. Setup of the Software testing/training workstation(s) (e.g. PC and scanner) including the installation of all necessary software;
- d. Customer is responsible for the creation, development and execution of test cases;
- e. Customer will commit a minimum of eight (8) working hours per day to testing the Solution during the Customer Testing Support phase, which may be performed by multiple Customer personnel; and
- f. Customer is responsible for end-user training on the use of the Software.

### **5. Project Personnel**

- a. Customer will assign a project sponsor, who will be actively involved in the project and is the final escalation point for all issues and decisions;
- b. Customer is responsible for designating the appropriate Customer personnel to attend and contribute to all project meetings for the duration of the project;
- c. Customer is responsible for timely completion of deliverables and action items throughout the course of the project;
- d. Customer project resources will not change through the duration of the project;
- e. Customer will assign and Hyland will have access to the appropriate business process owners and resources for the project in a timely manner when requested;
- f. Database administrator, network administrator, subject matter experts, etc., will be available in a timely manner on an as-needed basis;

- g. Customer will assign and Hyland will have access to the appropriate technical resources for the project in a timely manner when requested;
- h. At least one (1) Information Services (“IS”) / Information Technology (“IT”) representative to assist with the installation with regards to network and system administration; and
- i. At least one (1) Software Administrator to assist in establishing network rights to appropriate disk groups on Customer’s file servers for Customer’s users.

The parties acknowledge and agree failure to meet responsibilities noted above will likely affect project duration, cost, or quality in the execution and completion of services.

\*\*\* END OF DOCUMENT \*\*\*

## APPENDIX A- CLARIFICATIONS

### General Terms and Conditions Document

**Hyland Software Response:** The services proposed by Hyland in response to this RFP would be governed by either Hyland's Maintenance and Support Agreement or Hyland's Blanket Services Agreement, depending on the scope of the services. A form of both Hyland Software's standard Maintenance and Support agreement and Blanket Services Agreement has been included below for your reference.

Therefore, should Hyland be the successful bidder, the State's purchase would be governed by the terms of the above mentioned agreements, which may include mutually acceptable revisions to such terms.

### Sample Agreements

#### SOFTWARE MAINTENANCE AGREEMENT



Software  
Maintenance Agreement

#### BLANKET SERVICES AGREEMENT



Blanket Services  
Agreement

**Instructions Document, 11. Exceptions and Clarifications, Page 4 states:**  
**The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.**

**Hyland Software Response:** 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.

**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 (60<sup>th</sup>) 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 15<sup>th</sup> 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:



**WORK AGREEMENT**  
**(Blanket Services)**

This WORK AGREEMENT ("Agreement") is made and entered into 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.  
28500 Clemens Road  
Westlake, OH 44145  
"Hyland"

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

RECITAL:

Customer desires to purchase Professional Services from Hyland relating to the Software, and Hyland desires to provide Professional Services to Customer, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, Hyland and Customer enter into this Agreement as follows:

**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 Agreement (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) "Software" means Hyland's proprietary software products with respect to which Customer submits a written purchase order to Hyland that Hyland accepts and fulfills, including, in each case, third party software bundled by Hyland as part of a unified product.
- (e) "Work Products" means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, or items created using the configuration tools of the Software, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of services under this Agreement.
- (f) "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 Agreement, 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. If any delays in such Professional Services occur solely as a result of any incorrect information, incorrect assumption or failure of Customer to perform or fulfill its obligations in connection with any Services Proposal, the performance schedule for the applicable project may be extended. Hyland shall have no liability or responsibility for any costs or

expenses resulting from such delays. In the event that performance of any milestone set forth in any Services Proposal is not met due to a delay solely caused by Hyland, and provided that such cause is not an event of force majeure as described in Section 10, Hyland agrees, at no additional charge to Customer, to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the slippage of later milestones or completion of such Professional Services. The parties agree that any Professional Services or Work Products described in this Agreement that have been performed or developed, in whole or in part, prior to the execution of this Agreement by the parties nevertheless shall be covered by all terms and conditions of this Agreement.

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

### 3. TERM AND TERMINATION; CERTAIN EFFECTS OF TERMINATION:

3.1 Term. This Agreement shall take effect on the Effective Date and, unless sooner terminated in accordance with the relevant provisions of this Agreement, the term of this Agreement 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 Agreement 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 Agreement 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 Agreement or the law or in equity, to immediately terminate this Agreement and any or all Services Proposals. The provisions of the Services Proposal(s) and this Agreement 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 Agreement, Customer will remain obligated to pay to Hyland all fees and charges accrued or due for any period or event occurring on or prior to the effective date of termination or expiration of this Agreement. All such payments will be made in accordance with 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 Agreement, upon termination of this Agreement for any reason, all Services Proposals then in effect hereunder shall continue in accordance with their terms, in which case this Agreement 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 Agreement that by their nature or express terms extend beyond the termination or non-renewal of this Agreement will survive and remain in effect until all obligations thereunder are satisfied. All disclaimers of warranties and limitations of liability set forth in this Agreement will survive any termination or non-renewal of this Agreement.

### 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 the 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 Section 4.2 below. Any estimates of fees or Working Hours 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.

4.2 Invoicing. Unless otherwise agreed in a Services Proposal, Hyland will invoice Customer for amounts payable determined on a time and materials basis under this Agreement on a monthly basis, and a final invoice upon completion of the applicable services. Subject to Section 4.5 below, all payments will be due and payable in full net thirty (30) days after invoice date.

4.3 Receipt of Invoices; Correction. All invoices shall be sent electronically by Hyland to Customer to the attention of "Accounts Payable," or to such other person or department as Customer may specify from time to time by written notice to Hyland.

4.4 Travel and Expenses. In the event on-site Professional Services are required, Customer shall be responsible for all customary and reasonable out-of-pocket travel, meals and lodging costs and expenses incurred by Hyland in connection with the performance of Professional Services under this Agreement and reimbursable in accordance with Hyland's applicable internal policy for the reimbursement of costs and expenses to its employees ("Hyland Expense Policy"). Except as otherwise provided in any applicable Services Proposal Hyland shall invoice Customer for all reimbursable costs and expenses on a monthly basis, in arrears.

4.5 Resolution of Invoice Disputes. If Customer believes that an invoice contains an error, then Customer shall, prior to the due date for payment of such invoice, notify Hyland in writing that it disputes all or any portion of an amount invoiced. Any amounts not timely disputed in accordance with the preceding sentence shall be deemed to be undisputed and shall be payable in accordance with Section 4.2. With respect to any amounts that are timely disputed, both parties will use commercially reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any amount remains disputed in good faith after such 30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties are unable to resolve the dispute in accordance herewith, either party thereafter may file litigation in a court of competent jurisdiction under this Agreement to seek resolution of the dispute.

4.6 Certain Remedies for Late Payments. All past due amounts which are not timely disputed in accordance with Section 4.5 shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts due hereunder, 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 any services under this Agreement unless and until such default has been cured.

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

## **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 retains all right, title and interest, on an exclusive basis, in all 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 Agreement. 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 agreement between Hyland and Customer with respect to such confidential information.

5.2 Work-For-Hire. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. 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 Agreement, 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.

5.3 Protection Of and Limited License to Use Work Products: Customer agrees to take all reasonable steps to protect all Innovations and Work Products, and any related documentation, delivered by Hyland to Customer under this Agreement, and any related documentation, from unauthorized copying or use. Hyland grants to Customer a limited, non-exclusive and non-assignable license for the duration of the term of the license agreement pursuant to which Customer received the right to use the Software ("License Agreement") to use the Work Products only internally, only in connection with Customer's own data and only in connection with Customer's authorized use of the Software under the License Agreement. Customer may not: (a) make or authorize the making of copies of any Work Products; (b) remove any Hyland notices in the Work Products; (c) sell, transfer, rent, lease, time share or sublicense the Work Products to any third party; or (d) disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any Work Product for any reason.

5.4 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 (i) source code which is compiled by tools in the Software to machine language form; or (ii) a script; or (b) created using the configuration tools in the Software (a "Configuration Work Product"), then Hyland grants to Customer the limited right to modify the Configuration Work Product, provided such modified Configuration Work Product is used only in compliance with the terms of the limited license to such Work Product granted under Section 5.3 above.

(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 alter or modify such Independent Work Product. If Hyland delivers an Independent Work Product, and Customer desires to obtain the right to modify the Independent Work Product, then the parties may mutually agree that Hyland shall deliver to Customer a copy of the format of the Independent Work Product that is necessary to enable the Customer to complete its modifications, subject to and upon the payment by Customer to Hyland of any additional Professional Services fees as Hyland may charge to prepare and deliver such format. In such case, Hyland grants to Customer the right to modify, and if necessary, compile the delivered format of the Independent Work Product, provided such modified Independent Work Product is used only in compliance with the terms of the limited license to such Work Product granted under Section 5.3 above.

6. **CUSTOMER'S OBLIGATIONS:** In addition to the other obligations of Customer set forth in this Agreement or any Services Proposal, Customer agrees as follows.

6.1 Assistance And Obligations: Customer agrees that it will cooperate with and assist Hyland in the performance of the services contemplated by this Agreement, will provide such Customer resources as Hyland may reasonably request in connection with Hyland's performance of all contemplated services hereunder, in particular personnel of Customer who are knowledgeable regarding the implementation desired by Customer. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Agreement, Hyland's ability to provide the services and meet the schedule set forth in this Agreement may be adversely affected. During any period in which Hyland is performing services hereunder, Customer shall provide to the Hyland project team independent local (onsite) and remote (offsite) access through the use of secure connections such as a network connection, VPN connection or other similar methods and dedicated user accounts with appropriate privileges to the Software, hardware or virtual machines allocated to the Software system. Remote and local access will be granted for all provisioned environments, including production.

6.2 Protection of the Customer's Systems: CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

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

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

**7. LIMITED WARRANTY:** Hyland warrants to Customer that the Professional Services provided under this Agreement shall be done in a good and workmanlike manner and according to industry standards. This warranty shall be effective for a period of thirty (30) days following the completion of the Professional Services in question ("Warranty Period"). Customer must notify Hyland in writing during the Warranty Period if Customer believes any Professional Services do not conform to this warranty. If, after such timely notice from Customer, the Professional Services are determined not to conform to this warranty, Hyland's sole obligation, and Customer's sole remedy, shall be for Hyland to use commercially reasonable efforts to attempt to correct any nonconformity. If Hyland is unable to correct any such nonconformities after a reasonable period of time, Customer's sole and entire remedy is termination of this Agreement in exchange for a refund of the amount paid by Customer to Hyland for the portion of the nonconforming Professional Services that Hyland is unable to correct. This warranty specifically excludes non-performance issues caused as a result of a hardware or firmware malfunction or defect, software not developed by Hyland, incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations in connection with the project covered by this Agreement. Customer agrees to reimburse Hyland for time and materials for any Professional Services provided by Hyland at Customer's request to remedy excluded nonperformance problems.

**8. DISCLAIMER OF WARRANTIES:** EXCEPT AS EXPRESSLY SET FORTH IN THE "LIMITED WARRANTY" SECTION ABOVE, HYLAND MAKES NO WARRANTY OR REPRESENTATIONS REGARDING ANY WORK PRODUCTS, INFORMATION OR SERVICES 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 SERVICES OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

**9. LIMITATION OF LIABILITY:** HYLAND'S LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE ANY WORK PRODUCTS, SHALL IN NO EVENT EXCEED THE AMOUNT THAT HAS BEEN ACTUALLY PAID BY CUSTOMER TO HYLAND FOR HYLAND'S PERFORMANCE UNDER THE SERVICES PROPOSAL PURSUANT TO WHICH THE SERVICES GIVING RISE TO THE CLAIM WERE PERFORMED. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION, THE COST OF RECOVERING SUCH DATA OR INFORMATION, OR THE COST OF SUBSTITUTE SERVICES OR WORK PRODUCTS, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

**10. 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 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 under this Agreement is postponed or extended pursuant to this section for longer than ninety (90) calendar days, Customer, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate Hyland's right to render further performance of services after the effective date of termination; provided, that Customer will be responsible for payment for the services provided by Hyland through the effective date of termination in accordance with the terms of this Agreement.

**11. GOVERNING LAW AND 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 U.S.A. (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Cuyahoga County, Ohio U.S.A.

**12. CONFIDENTIAL INFORMATION:** “Confidential Information” shall be such information that is marked “Proprietary” or “Confidential,” that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without breach of its obligations. Each party agrees that, with respect to the Confidential Information of the other party, during the term of this Agreement for a period of five (5) years (or in the case of any Confidential Information of a disclosing party that is a “trade secret”, for a period of the longer of five (5) years or so long as such information remains a “trade secret” under applicable law) thereafter, such party (and its employees, agents, consultants, contractors and representatives) as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order.

**13. BINDING EFFECT AND ASSIGNMENTS:** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control of Customer resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

**14. ENTIRE AGREEMENT:** This Agreement and all Services Proposals (including the exhibits and schedules attached hereto or thereto) constitute 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 Agreement 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 Customer are objected to and shall not alter or amend the terms of this Agreement or any such invoice.

IN WITNESS WHEREOF, the undersigned have mutually agreed upon and entered into this Agreement 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:



## Notice

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EXHIBIT A – PRICING PAGE

Reference Section	Description	Estimated Time	Description	Unit Type	Quantity	Unit Cost
4.1	Programming Services	6-8 Weeks	Programmer for Onbase Integrations	Lump Sum	1	\$ 25,800.00
Total Bid Amount						\$25,800.00