



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

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

Procurement Folder: 1034536

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: HYLAND SOFTWARE INC

Alias/DBA:

Total Bid: \$1,591,400.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2200000169

Published Date: 5/24/22

Close Date: 6/1/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder: 1034536
Solicitation Description: ADDENDUM NO_2 Content Management System RFQ (81220078)
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-06-01 13:30	SR 0803 ESR05272200000007518	1

VENDOR
000000176927
HYLAND SOFTWARE INC

Solicitation Number: CRFQ 0803 DOT2200000169
Total Bid: 1591400
Response Date: 2022-05-27
Response Time: 16:35:03
Comments:

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X **FEIN#** **DATE**

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	Software				1591400.00

Comm Code	Manufacturer	Specification	Model #
43232200			

Commodity Line Comments: Pricing details can be found in attached supporting details.

Extended Description:

Content Management Software Licenses, Support, Maintenance and Services in accordance with Exhibit A Pricing Page

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 _____ 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 of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

☐ **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:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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. 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 a breach 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.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

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

Revised 04/01/2022

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☒ **Cyber Liability Insurance** in an amount of: \$1,000,000.00 per occurrence.

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:

☒ State of WV
1900 Kanawha Blvd. E., Bldg.5
Charleston, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: 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. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. 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 § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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>.

31. 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.

32. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

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: (1) 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. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. 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
2. 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.

42. 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 defined 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) Holly Raider, Senior Account Executive, Government & Higher Education

(Printed Name and Title) Holly Raider, Senior Account Executive, Government & Higher Education

(Address) 28500 Clemens Rd. Westlake, OH 44145

(Phone Number) / (Fax Number) Office: 440.788.6681 Cell: 216.678.6790

(email address) Holly.Raider@hyland.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Hyland Software, Inc.

(Company) 

(Authorized Signature) (Representative Name, Title)

Noreen Kilbane, Chief Administrative Officer May 27, 2022

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

Hyland NOTE: The parties will enter into a mutually acceptable final and binding agreement, which may include mutually acceptable revisions to the provisions contained within these General Terms and Conditions. For your reference, a form of Hyland's Master Agreement has been included and, subject to mutual agreement, will be revised to incorporate such revised terms.

Revised 04/01/2022

REQUEST FOR QUOTATION
WVDOT Content Management System (81220078)

10.2 The following remedies shall be available to Agency upon default.

10.2.1 Immediate cancellation of the Contract.

10.2.2 Immediate cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

11.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

11.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

11.4 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: Holly Raider
Telephone Number: Office: 440.788.6681
Cell: 216.678.6790
Fax Number: not applicable
Email Address: Holly.Raider@hyland.com



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1034536

Doc Description: ADDENDUM NO_1 Content Management System RFQ (81220078)

Reason for Modification:

ADDENDUM NO_1
Vendor Questions and responses

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-24	2022-06-01 13:30	CRFQ 0803 DOT2200000169	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : Hyland Software, Inc.

Address : 28500 Clemens Rd.

Street :

City : Westlake

State : Ohio

Country : USA

Zip : 44145

Principal Contact : Holly Raider

Vendor Contact Phone: 440.788.6681

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Hyland NOTE: If Vendor's bid is chosen, the parties will execute a mutually acceptable final and binding agreement, which may include mutually acceptable revisions to the terms contained within this RFP.

Vendor
Signature X

FEIN# 34-1699247

DATE May 27, 2022

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

ADDITIONAL INFORMATION**ADDENDUM NO_1**

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open-end contract for an on-premises workflow and content management system. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation

INVOICE TO**SHIP TO**

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

CHARLESTON WV
US

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Software				

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:

Content Management Software Licenses, Support, Maintenance and Services in accordance with Exhibit A Pricing Page

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due bt 10:00am	2022-05-20

SOLICITATION NUMBER: CRFQ DOT2200000169

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000169 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

Vendor Questions and Responses

Bid Opening remains 06/01/2022 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ-0803-DOT2200000169

Content Management System RFQ

Technical Questions

Question 1. Whether companies from Outside USA can apply for this? (like, from India or Canada)

Response 1. The State of West Virginia is seeking qualified bidders meeting the requirements of CRFQ DOT2200000169.

Question 2. Whether we need to come over there for meetings?

Response 2. For this solicitation bid response, it may be required for Vendors to be present or hold meetings in Charleston, WV. Vendors should review the solicitation attachments: CRFQ DOT2200000169 Inst to Vendors.pdf, CRFQ DOT2200000169 Specifications.pdf and CRFQ DOT2200000169 Terms and Conditions.pdf and bid accordingly.

Question 3. Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

Response 3. The State of West Virginia is seeking qualified bidders meeting the requirements of CRFQ DOT2200000169.

Question 4. Can we submit the proposals via email?

Response 4. Vendors should review and must follow CRFQ DOT2200000169 Instr to Vendors.pdf and complete the bid package as specified.

Question 5. On behalf [insert vendor name here] intent to respond to CRFQDOT2200000169 I do have a question in regards to the pricing spreadsheet titled CRFQ DOT2200000169 Exhibit A Pricing Page. [Insert Vendor name] pricing is tiered, which isn't allowing for the spreadsheet to align correctly with the Extended Cost.

For example, Vendor pricing for up to 25 licenses is \$900 each, and for 26-50 users, the price is \$800. If we were to quote 50 user licenses as indicated in cell E8, we would quote the first 25 at \$900, and the remaining 25 at \$800. For Exhibit A, it is my intention to put the correlating SKU price in the Unity Cost section (Columns F-I), with the understanding that our pricing is cumulative for the tiers, and does not add up to the Extended Cost Column according the calculations that are locked in the spreadsheet.

Can you please confirm if that is acceptable? Please let me know if any clarifications are needed on my example

Response 5. Vendors should bid the tiers by taking into account the previous tiers have already been purchased by the state in this bid scenario. The state is seeking to get to a cost per license for each tier as it increases in license demand (eg: 1-25 licenses, 26-50 licenses) . In reference to the pricing scenario asked in the question, vendors should list \$900.00 for the 25 license tier and \$800.00 in the 26-50 tier. The estimated quantities are purely for evaluation and bid scenario purposes only.

The pricing page will be updated, vendors must use the new pricing page once the addendum is published.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000169

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:

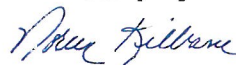
(Check the box next to each addendum received)

<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 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

May 27, 2022

Date

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

Hyland NOTE: If Vendor's bid is chosen, the parties will execute a mutually acceptable final and binding agreement, which may include mutually acceptable revisions to the terms contained within this RFP.



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1034536			Reason for Modification: ADDENDUM NO_1 Vendor Questions and responses
Doc Description: ADDENDUM NO_1 Content Management System RFQ (81220078)			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-24	2022-06-01 13:30	CRFQ 0803 DOT2200000169	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : Hyland Software, Inc.

Address : 28500 Clemens Rd.

Street :

City : Westlake

State : Ohio **Country :** USA **Zip :** 44145

Principal Contact : Holly Raider

Vendor Contact Phone: 440.788.6681 **Extension:**

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Hyland NOTE: If Vendor's bid is chosen, the parties will execute a mutually acceptable final and binding agreement, which may include mutually acceptable revisions to the terms contained within this RFP.

Vendor
Signature X

FEIN# 34-1699247

DATE May 27, 2022

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

ADDITIONAL INFORMATION**ADDENDUM NO_1**

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open-end contract for an on-premises workflow and content management system. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation

INVOICE TO**SHIP TO**

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

CHARLESTON WV
US

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Software				

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:

Content Management Software Licenses, Support, Maintenance and Services in accordance with Exhibit A Pricing Page

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due bt 10:00am	2022-05-20

	Document Phase	Document Description	Page 3
DOT2200000169	Final	ADDENDUM NO_1 Content Management System RFQ (81220078)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1034536			Reason for Modification: Addendum No_2 Attach Revised Exhibit A Pricing Page
Doc Description: ADDENDUM NO_2 Content Management System RFQ (81220078)			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-24	2022-06-01 13:30	CRFQ 0803 DOT2200000169	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : Hyland Software, Inc.

Address : 28500 Clemens Rd.

Street :

City : Westlake

State : Ohio

Country : USA

Zip : 44145

Principal Contact : Holly Raider

Vendor Contact Phone: 440.788.6681

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Hyland NOTE: If Vendor's bid is chosen, the parties will execute a mutually acceptable final and binding agreement, which may include mutually acceptable revisions to the terms contained within this RFP.

Vendor
Signature X

FEIN# 34-1699247

DATE May 27, 2022

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

ADDITIONAL INFORMATION**ADDENDUM NO_2**

Addendum No_2 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open-end contract for an on-premises workflow and content management system. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation

INVOICE TO**SHIP TO**

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

CHARLESTON WV
US

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Software				

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:

Content Management Software Licenses, Support, Maintenance and Services in accordance with Exhibit A Pricing Page

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due bt 10:00am	2022-05-20

SOLICITATION NUMBER: CRFQ DOT2200000169

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000169 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Additional Documentation:

Revised Exhibit A Pricing Page

Bid Opening remains 06/01/2022 at 1:30pm

Terms and Conditions:

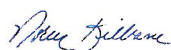
1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

EXHIBIT A - PRICING PAGE

Content Management Software and Professional Services								
LOCATION: BUILDING 5, ROOM A-720, CHARLESTON, WV 25305								
Contract Item Number	Description	Unit of Measure	Estimated Quantity*	Unit Cost				Extended Cost
				Year One	Optional - Year Two	Optional - Year Three	Optional - Year Four	
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (25 users)	EA	25					\$0.00
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (26-50 users)	EA	1					\$0.00
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (51-100 users)	EA	1					\$0.00
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (101-200 users)	EA	1					\$0.00
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (201-500 Users)	EA	1					\$0.00
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (501+ Users)	EA	1					\$0.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (25 users)	EA	25					\$0.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (26-50 users)	EA	1					\$0.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (51-100 users)	EA	1					\$0.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (101-200 users)	EA	1					\$0.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (201-500 users)	EA	1					\$0.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (501+ users)	EA	1					\$0.00
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (25 users)	EA	25					\$0.00
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (26-50 users)	EA	1					\$0.00
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (51-100 users)	EA	1					\$0.00
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (101-200 users)	EA	1					\$0.00
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (201-500 users)	EA	1					\$0.00
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (501+ users)	EA	1					\$0.00

EXHIBIT A - PRICING PAGE

Content Management Software and Professional Services								
LOCATION: BUILDING 5, ROOM A-720, CHARLESTON, WV 25305								
				Unit Cost				
Contract Item Number	Description	Unit of Measure	Estimated Quantity*	Year One	Optional - Year Two	Optional - Year Three	Optional - Year Four	Extended Cost
4.1.5	Hyland OnBase Integration for WVDOT DocuSign eSignature Part # ONB-INTG1-11 or equal	EA	1					\$0.00
4.1.6	Hyland OnBase Integration for WVDOT ESRI ArcGIS Server Part # ONB-INTG1-14 or equal	EA	1					\$0.00
4.1.7.1.2.1	Advanced Capture Consultant - Professional Services	EA	100					\$0.00
4.1.7.1.2.2	Business Consultant - Professional Services	EA	100					\$0.00
4.1.7.1.2.3	Conversion Consultant - Professional Services	EA	100					\$0.00
4.1.7.1.2.4	Database Engineer - Professional Services	EA	100					\$0.00
4.1.7.1.2.5	Enterprise Solutions Consultant - Professional Services	EA	100					\$0.00
4.1.7.1.2.6	Infrastructure Analyst - Professional Services	EA	100					\$0.00
4.1.7.1.2.7	Integration Engineer - Professional Services	EA	100					\$0.00
4.1.7.1.2.8	Principal Consultant - Professional Services	EA	100					\$0.00
4.1.7.1.2.9	Program Manager - Professional Services	EA	100					\$0.00
4.1.7.1.2.10	Technical Consultant - Professional Services	EA	100					\$0.00
4.1.7.1.2.11	Hyland OnBase System Administrator Training or equal	EA	1					\$0.00
4.1.7.1.2.12	Hyland OnBase Introduction to Workflow Training or equal	EA	1					\$0.00
4.1.7.1.2.13	Hyland OnBase Premium Subscription or equal (Pricing should be based on 25 Essential User Licenses)	LS	1					\$0.00
						TOTAL AMOUNT OF BID →		\$0.00
<p>* The estimated purchase volume for new licenses represents the approximate volume of anticipated purchases only. No future use of the Contract or any Individual Item is guaranteed or implied.</p> <p>** TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.</p> <p>***Optional Renewals- Year Two through Year Four may be renewed by Change Order upon mutual agreement between the Vendor and Agency.</p>								



Vendor Signature

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000169

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 type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" 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 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

May 27, 2022

Date

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

Hyland NOTE: If Vendor's bid is chosen, the parties will execute a mutually acceptable final and binding agreement, which may include mutually acceptable revisions to the terms contained within this RFP.




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State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1034536			Reason for Modification: Addendum No_2 Attach Revised Exhibit A Pricing Page
Doc Description: ADDENDUM NO_2 Content Management System RFQ (81220078)			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-24	2022-06-01 13:30	CRFQ 0803 DOT2200000169	3

BID RECEIVING LOCATION
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

VENDOR		
Vendor Customer Code:		
Vendor Name : Hyland Software, Inc.		
Address : 28500 Clemens Rd.		
Street :		
City : Westlake		
State : Ohio	Country : USA	Zip : 44145
Principal Contact : Holly Raider		
Vendor Contact Phone: 440.788.6681	Extension:	

FOR INFORMATION CONTACT THE BUYER John W Estep 304-558-2566 john.w.estep@wv.gov		
Hyland NOTE: If Vendor's bid is chosen, the parties will execute a mutually acceptable final and binding agreement, which may include mutually acceptable revisions to the terms contained within this RFP.		
Vendor Signature X 	FEIN# 34-1699247	DATE May 27, 2022

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

ADDITIONAL INFORMATION**ADDENDUM NO_2**

Addendum No_2 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open-end contract for an on-premises workflow and content management system. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation

INVOICE TO**SHIP TO**

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

CHARLESTON WV
US

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Software				

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:

Content Management Software Licenses, Support, Maintenance and Services in accordance with Exhibit A Pricing Page

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due bt 10:00am	2022-05-20

	Document Phase	Document Description	Page 3
DOT2200000169	Final	ADDENDUM NO_2 Content Management System RFQ (81220078)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXHIBIT A - PRICING PAGE

Content Management Software and Professional Services								
LOCATION: BUILDING 5, ROOM A-720, CHARLESTON, WV 25305								
Contract Item Number	Description	Unit of Measure	Estimated Quantity*	Unit Cost				Extended Cost
				Year One	Optional - Year Two	Optional - Year Three	Optional - Year Four	
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (25 users)	EA	25	\$900.00	\$900.00	\$900.00	\$900.00	\$90,000.00
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (26-50 users)	EA	1	\$800.00	\$800.00	\$800.00	\$800.00	\$3,200.00
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (51-100 users)	EA	1	\$700.00	\$700.00	\$700.00	\$700.00	\$2,800.00
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (101-200 users)	EA	1	\$600.00	\$600.00	\$600.00	\$600.00	\$2,400.00
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (201-500 Users)	EA	1	\$500.00	\$500.00	\$500.00	\$500.00	\$2,000.00
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (501+ Users)	EA	1	\$400.00	\$400.00	\$400.00	\$400.00	\$1,600.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (25 users)	EA	25	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$120,000.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (26-50 users)	EA	1	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$4,400.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (51-100 users)	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$4,000.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (101-200 users)	EA	1	\$900.00	\$900.00	\$900.00	\$900.00	\$3,600.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (201-500 users)	EA	1	\$800.00	\$800.00	\$800.00	\$800.00	\$3,200.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (501+ users)	EA	1	\$700.00	\$700.00	\$700.00	\$700.00	\$2,800.00
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (25 users)	EA	25	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$150,000.00
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (26-50 users)	EA	1	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$5,600.00
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (51-100 users)	EA	1	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$5,200.00

4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal(101-200 users)	EA	1	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$4,800.00
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (201-500 users)	EA	1	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$4,400.00
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (501+ users)	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$4,000.00
4.1.5	Hyland OnBase Integration for WVDOT DocuSign eSignature Part # ONB-INTG1-11 or equal	EA	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$24,000.00
4.1.6	Hyland OnBase Integration for WVDOT ESRI ArcGIS Server Part # ONB-INTG1-14 or equal	EA	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$24,000.00
4.1.7.1.2.1	Advanced Capture Consultant - Professional Services	EA	100	\$250.00	\$250.00	\$250.00	\$250.00	\$100,000.00
4.1.7.1.2.2	Business Consultant - Professional Services	EA	100	\$250.00	\$250.00	\$250.00	\$250.00	\$100,000.00
4.1.7.1.2.3	Conversion Consultant - Professional Services	EA	100	\$300.00	\$300.00	\$300.00	\$300.00	\$120,000.00
4.1.7.1.2.4	Database Engineer - Professional Services	EA	100	\$300.00	\$300.00	\$300.00	\$300.00	\$120,000.00
4.1.7.1.2.5	Enterprise Solutions Consultant - Professional Services	EA	100	\$250.00	\$250.00	\$250.00	\$250.00	\$100,000.00
4.1.7.1.2.6	Infrastructure Analyst - Professional Services	EA	100	\$300.00	\$300.00	\$300.00	\$300.00	\$120,000.00
4.1.7.1.2.7	Integration Engineer - Professional Services	EA	100	\$250.00	\$250.00	\$250.00	\$250.00	\$100,000.00
4.1.7.1.2.8	Principal Consultant - Professional Services	EA	100	\$300.00	\$300.00	\$300.00	\$300.00	\$120,000.00
4.1.7.1.2.9	Program Manager - Professional Services	EA	100	\$300.00	\$300.00	\$300.00	\$300.00	\$120,000.00
4.1.7.1.2.10	Technical Consultant - Professional Services	EA	100	\$250.00	\$250.00	\$250.00	\$250.00	\$100,000.00
4.1.7.1.2.11	Hyland OnBase System Administrator Training or equal	EA	1	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$13,200.00
4.1.7.1.2.12	Hyland OnBase Introduction to Workflow Training or equal	EA	1	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$13,200.00
4.1.7.1.2.13	Hyland OnBase Premium Subscription or equal (Pricing should be based on 25 Essential User Licenses)	LS	1	\$750.00	\$750.00	\$750.00	\$750.00	\$3,000.00
						TOTAL AMOUNT OF		\$1,591,400.00

* The estimated purchase volume for new licenses represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

**TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

***Optional Renewals- Year Two through Year Four may be renewed by Change Order upon mutual agreement between the Vendor and Agency.

HYLAND MASTER AGREEMENT

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

- ☒ Initial Purchase Table Schedule
- ☒ General Terms Schedule
- ☒ Software License and Maintenance Schedule - Subscription
- ☒ Professional Services Schedule

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

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

[INSERT NAME OF CUSTOMER]

HYLAND

"CUSTOMER"

"HYLAND"

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Tax Information:

Hyland Legal

____ (1) Exempt (Provide Tax Exemption Form)

Approved By:

____ (2) Non-Exempt.

Date:

PURCHASE TABLE SCHEDULE
(SUBSCRIPTION LICENSE)

INITIAL SOFTWARE LICENSED:		ANNUAL SUBSCRIPTION FEES

	Subscription Fees
Year 1	\$/year
Year 2	\$/year
Year 3	\$/year

GENERAL TERMS SCHEDULE

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

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

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

1.2 Termination.

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

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

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

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

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

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

2. PAYMENT TERMS.

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

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

2.3 General Payment Terms. So long as Customer is not in default of any payment obligations under this Agreement (including any Services Proposal), except as otherwise provided in this Agreement, Customer shall pay in full all Undisputed Amounts within thirty (30) days after the receipt of such invoice. “Undisputed Amounts” means all amounts on any invoice for which Customer has not provided written notice to Hyland, prior to the invoice due date, setting forth Customer’s good faith objections to payment of such invoice amounts.

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

2.5 Resolution of Invoice Disputes. In the case of any Disputed Amount (as defined below), both parties will use reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any Disputed Amount remains disputed in good faith after such 30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties' executive managers are unable to resolve the dispute within ten (10) calendar days of such meeting, either party thereafter may file litigation in a court of competent jurisdiction under Section 9.1 of these General Terms to seek resolution of the dispute. As used herein, "Disputed Amounts" means those amounts on any invoice for which Customer has provided written notice to Hyland, prior to the invoice due date, setting forth Customer's good faith objections to payment of such amounts.

2.6 Certain Remedies For Non-Payment or For Late Payment. At the election of Hyland, exercisable by written notice to Customer, any past due amounts (except Disputed Amounts) under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) 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: (a) any default by Customer in the payment of any Undisputed Amounts, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment; or (b) any failure of the parties to resolve a dispute relating to a Disputed Amount within sixty (60) days (or such other period mutually agreed by the parties in writing) following Hyland's receipt of the written notice timely disputing payment of such amounts, Hyland shall have the right to suspend or cease the provision of any services under this Agreement or any Services Proposal, including the delivery of any Upgrades and Enhancements to Customer, unless and until such default shall have been cured or such dispute has been resolved, as applicable.

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

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

3. CONFIDENTIAL INFORMATION.

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

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

4. OWNERSHIP AND PROHIBITED CONDUCT.

4.1 **Ownership.** Hyland and its suppliers own the Software, Work Products, Documentation, Hyland Cloud Services, Add-On Services, and Innovations, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the foregoing. The Software, Documentation, Hyland Cloud Services, Add-On Services, and Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software, Hyland Cloud Services, Add-On Services, Innovations or Work Products are transferred to Customer. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software, Hyland Cloud Service, Add-On Services, Documentation, or Work Products, except for the limited express rights granted in this Agreement. Customer acknowledges and agrees that, with respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software, Hyland Cloud Services, and Add-On Services, and Hyland's policies respecting Upgrades and Enhancements (including but not limited to its release process). THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. At no time shall Customer file or obtain any lien or security interest in or on any components of the Software, Hyland Cloud Service, Add-On Services, Documentation, or Work Products.

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

5. DISCLAIMER OF WARRANTIES.

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

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

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

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

6. LIMITATIONS OF LIABILITY.

6.1 NEITHER PARTY NOR ANY OF ITS AFFILIATES (AND IN THE CASE OF HYLAND, ITS SUPPLIERS) SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, GOODWILL, SAVINGS OR PROFITS (EXCLUDING FEES DUE UNDER THIS AGREEMENT), LOSS OR

CORRUPTION OF DATA OR PROGRAMS, COSTS OF REPLACEMENT OR THE REMEDY OF COVER, OR BUSINESS INTERRUPTION DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, EXPENSES OR COSTS.

6.2 HYLAND'S (INCLUDING ITS AFFILIATES AND SUPPLIERS) TOTAL, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED UNDER IT, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO HYLAND BY CUSTOMER (LESS ANY REFUNDS OR CREDITS) FOR THE USE OF THE PRODUCTS OR PROVISION OF THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED TO CUSTOMER FREE OF CHARGE (SUCH AS EVALUATION SOFTWARE OR SERVICES), NEITHER HYLAND NOR ANY OF ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR DIRECT DAMAGES.

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

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

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

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

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

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

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

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

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

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

9. GENERAL PROVISIONS.

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

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

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

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

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

Hyland:

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

Customer:

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

9.7 Severability. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this

Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

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

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

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

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

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

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

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

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

9.13 Marketing and Publicity.

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

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

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

(d) *Limitations.* Except as specifically set forth in paragraphs (a) through (c) above, or as necessary to perform its obligations under this Agreement, neither party shall, without the prior written consent of the other party, use the names, services marks or trademarks of such other party nor the name of any employee of such other party, or reveal the existence of or terms of this Agreement, in any advertising or publicity release or promotional literature.

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

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

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

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

10. **DEFINED TERMS.**

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

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

"Customer" means _____.

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

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

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

"ShareBase" means: (a) a cloud-based solution of services and software for electronic storage, sharing and processing of electronic data, information, files and other content submitted, collected or processed by Customer using the solution; (b) is hosted by Hyland; and (c) is subject to the ShareBase by Hyland Terms of Use and Subscription, which is available for download at Hyland's

ShareBase website, currently <https://app.sharebase.com/legal/terms-of-service/>, <https://app.sharebase.com/legal/privacy-policy/>, and <https://app.sharebase.com/legal/acceptable-use-policy/>.

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

SOFTWARE LICENSE AND MAINTENANCE SCHEDULE- SUBSCRIPTION

(Subscription License for Software, includes Maintenance and Support)

As of the Effective Date, this Software License and Maintenance Schedule – Subscription (“Subscription Schedule”) is part of the Hyland Software Master Agreement entered into between Customer and Hyland.

DEFINED TERMS:

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

“Delivery” means: (i) the electronic downloading of the Software onto Customer’s systems, (ii) the Software being made available by Hyland to Customer for electronic download onto Customer’s systems; or (iii) the delivery by Hyland to Customer of a Production Certificate for such Software module(s) by Hyland either shipping (physically or electronically) the Production Certificate to Customer or making the Production Certificate available for electronic download by Customer (including through one of Hyland’s authorized solution providers).

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

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

“Error Correction Services” means Hyland’s reasonable efforts to correct an Error, which may be effected by a reasonable workaround.

“Maintenance and Support” means for Software, (i) Error Correction Services; (ii) Technical Support Services; and (iii) the availability of Upgrades and Enhancements in accordance with this Subscription Schedule.

“Production Certificate” means: license codes, a license certificate, or an IFM file issued by Hyland and necessary for Customer to activate Software for Customer’s production use.

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

“Subscription Fees” means periodic fees for the licensing of Software licensed under this Subscription Schedule and for Maintenance and Support for such Software, and payable by Customer to Hyland.

“Retired Software” means, at any particular time during a maintenance period covered by this Subscription Schedule, any Software product or version of the Software licensed by Customer from Hyland under this Agreement which is identified as being retired on Hyland’s applicable secure end user web site. Hyland will specify on its end user web site Software modules or versions which become Retired Software. The effective date of such change will be twelve (12) months from the date Hyland initially posts the status change on its end user web site, and Customer will receive notice as a registered user of Hyland’s applicable secure end user web site.

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

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

1. SOFTWARE LICENSE.

1.1 Grant of License. Subject to Customer’s payment in full of the Subscription Fees, and subject further to Customer’s compliance with this Agreement, Hyland grants to Customer a revocable, non-exclusive, non-assignable (except as provided in the

General Terms Schedule), limited license to the Software, in machine-readable object code form only and associated Documentation; in each case solely for use:

- (a) by Customer internally, and only for storing, processing and accessing Customer's own data; and
- (b) subject to Section 1.7 below, by a third party contractor retained by Customer as a provider of services to Customer ("Contractor"), but only by the Contractor for capturing, storing, processing and accessing Customer's own data in fulfillment of the Contractor's contractual obligations as a service provider to Customer.

The Software and associated Documentation are licensed for use by a single organization and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer shall not make any use of the Software or associated Documentation in any manner not expressly permitted by this Agreement. Software subject to a regulatory control may only be installed in the country identified as the end user location in the purchase order. The Software may be located and hosted on computer servers owned and controlled by a third party. Such third party hosting provider shall be considered a Contractor, and subject to the requirements of Section 1.7 below

1.2 Use Restriction. Each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and the Software may control such use. Software products that are volume-based may: (i) no longer function if applicable volume limits have been exceeded; (ii) require Customer to pay additional fees based on Customer's volume usage; and/or (iii) include functionality which monitors or tracks Customer usage and reports that usage. Customer acknowledges and agrees that additional fees may apply based on Customer's volume usage. Customer may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Customer is prohibited from using any software other than the Software Client modules or a Software application programming interface (API) to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to Customer's use of such other software and Customer has paid to Hyland the Subscription Fees with respect to such access. Customer further agrees that the Software shall not be copied and installed on additional servers unless Customer has purchased a license therefore, and the number of users of the Software shall not exceed the number of users permitted by the Software Client licenses purchased by Customer.

1.3 Production and Test Systems. Customer shall be entitled to use one (1) production copy of the Software licensed and one (1) additional copy of the production environment licensed Software for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software in a production environment. In addition, Customer shall also be entitled to license a reasonable number of additional copies of the production environment licensed Software to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration modules of the Software licensed by Customer under this Agreement, and training Customer's employees on the Software ("Test Systems"). Customer may be required to provide to Hyland certain information relating to Customer's intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. Customer's sole recourse in the event of any dissatisfaction with any Software in any non-production system is to stop using such Software and return it to Hyland, provided that, to the extent that Customer is using the Test System for the purposes of testing an Upgrade or Enhancement of the Software prior to implementing the same in Customer's production environment, then Customer may contact Hyland for the provision of Maintenance and Support as described in this Subscription Schedule. Customer shall not make any copies of the Software not specifically authorized by this Section 1.3.

1.4 Evaluation Software. From time to time Customer may elect to evaluate certain Software modules ("Evaluation Software") for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for Customer's use in a non-production environment. Notwithstanding anything to the contrary, as to any Evaluation Software, the Agreement and the limited license granted hereby will terminate on the earliest of: (a) last day of the evaluation period specified in the accepted purchase order delivered for such Evaluation Software; or (b) immediately upon the delivery of written notice to such effect by Hyland to Customer. Upon expiration or other termination of such period, Customer immediately shall either (y) discontinue any and all of use of the Evaluation Software and related Documentation and remove the Evaluation Software; or (z) deliver a purchase order for purchase of such Evaluation Software.

1.5 Third Party Licenses. The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. Such third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. Notwithstanding the above, Customer acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software) may grant you additional rights to such open source software.

Additionally, in the case of such software to be downloaded and installed on a mobile device, if such software will be downloaded from the application market or store maintained by the manufacturer of the mobile device, then use of such software will be governed by the license terms for the software included at the applicable application store or market or presented to Customer or Customer's user in the software, and this Agreement will not govern such use.

1.6 Integration Code. If applicable, Software also includes all adapters or connectors created by Hyland and provided to you by Hyland as part of an integration between the Software and a third party line of business application ("Integration Code"). Software also includes any desktop host or other content services software provided by Hyland and downloaded on a user's computer used to extend functionality in Hyland's products. Such Integration Code and desktop host may only be used in combination with other Software and in accordance with the terms of this Agreement.

1.7 Contractor Use Agreement. Customer agrees that if it desires to allow a Contractor to do any of the following:

- (a) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs");
- (b) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or
- (c) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community), either through Contractor's use of Customer's own log-in credentials or through credentials received directly or indirectly by Contractor;

then, Customer must cause such Contractor to execute a use agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). Customer understands and agrees that: (x) Customer may not allow a Contractor to do any of the foregoing if such Contractor has not signed a Contractor Use Agreement, and (y) Contractors may use the Software only in compliance with the terms of this Agreement, and (z) Customer is responsible for such compliance by all Contractors that do not execute a Contractor Use Agreement. Customer agrees that it shall indemnify Hyland from and against all claims, liabilities, losses, damages and costs, including, but not limited to, reasonable attorneys' fees and court costs, which are suffered or incurred by Hyland and arise from or in connection with the breach or noncompliance with the terms of this Agreement by any Contractor that does not sign a Contractor Use Agreement.

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

1.9 Audit Rights. Upon reasonable notice to Customer, Hyland shall be permitted access to audit Customer's use of the Software solely in order to determine Customer's compliance with the licensing and pricing terms this Agreement, including, where applicable, to measure Customer's volume usage. Additionally, if requested by Hyland in connection with Software licensed on a volume basis, Customer shall provide reports that show Customer's volume usage. Customer shall reasonably cooperate with Hyland with respect to its performance of such audit. Customer acknowledges and agrees that Customer is prohibited from publishing the results of any benchmark test using the Software to any third party without Hyland's prior written approval, and that Customer has not relied on the future availability of any programs or services in entering into this Agreement.

1.10 AnyDoc. The optional AccuZip component of the OCR for AnyDoc and AnyDoc EXCHANGEit Software products contains material obtained under agreement from the United States Postal Service (USPS) and must be kept current via an update plan provided by Hyland to maintain Customer's continued right to use. The USPS has contractually required Hyland to include "technology which automatically disables access to outdated [zip code] products." This technology disables only the AccuZip component and is activated only if AccuZip is not updated on a regular and timely basis. Hyland regularly updates the zip code list as part of Maintenance and Support for the AccuZip module.

1.11 The Software may contain functionality that allows Customer to access, link or integrate the Software with Customer's applications or applications or services provided by third parties. Hyland has no responsibility for such applications or services, websites or content and does not endorse any third party web sites, applications or services that may be linked or integrated through the Software; any activities engaged in by Customer with such third parties is solely between Customer and such third party.

2. **SUBSCRIPTION FEES.** Customer shall pay Subscription Fees to Hyland for the Software licensed hereunder in such amounts as are invoiced by Hyland; provided, that during the Initial Term of this Subscription Schedule (as defined in Section 8 of this Subscription Schedule), Customer shall pay Subscription Fees to Hyland for the initial Software licensed hereunder in accordance with the applicable Purchase Table Schedule. Following expiration of the Initial Term of this Subscription Schedule, Hyland may increase the Subscription Fees for the Software for any renewal period by up to ten percent (10%) of the previous year's Subscription Fees. Hyland will invoice Customer on or after the Effective Date for Subscription Fees for the first year of the Initial Term. Such invoice shall be due and payable by Customer to Hyland in accordance with the General Terms Schedule. For any subsequent years, Hyland will invoice Customer for Subscription Fees prior to the beginning of such year, and such invoices shall be due and payable by Customer to Hyland on or before the beginning of such year. In the event Customer licenses additional Software modules under this Agreement, Hyland will invoice Customer for Subscription Fees for such additional Software modules on a pro rata basis upon Hyland's acceptance of the purchase order for such additional Software modules. Such invoice shall be due and payable by Customer to Hyland in accordance with the General Terms Schedule. Thereafter, Subscription Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.

3. **ADD-ON SERVICES.** If Customer subscribes to an Add-On Service, the fees for such Add-On Service will be invoiced on a periodic basis, in advance, and Customer shall pay such invoices in accordance with the General Terms Schedule. Some Add-On Services may be priced on a volume basis, for which Add-On Services fees may be invoiced in arrears based on the applicable volume usage. Add-On Services may be subject to an additional Schedule.

4. **U.S. GOVERNMENT END USERS.** To the extent applicable to Customer, the terms and conditions of this Agreement shall pertain to the U.S. Government's use and/or disclosure of the Software and Add-On Services, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this Agreement and/or the Delivery of the Software and Add-On Services, the U.S. Government hereby agrees that the Software and Add-On Services qualify as "commercial" computer software within the meaning of ALL U.S. federal acquisition regulation(s) applicable to this procurement and that the Software and Add-On Services are developed exclusively at private expense. If this license fails to meet the U.S. Government's needs or is inconsistent in any respect with Federal law, the U.S. Government agrees to return this Software and Add-On Services to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software and Add-On Services, or Documentation by the U.S. Government is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of this Agreement shall supersede any conflicting contractual term or conditions.

5. MAINTENANCE AND SUPPORT FOR SOFTWARE AND RETIRED SOFTWARE.

5.1 **MAINTENANCE AND SUPPORT TERMS.** Except with respect to Retired Software, Hyland will provide Maintenance and Support in accordance with the Maintenance and Support Prioritization Attachment attached hereto.

(a) **Technical Support Services.** Hyland will provide telephone or online technical support related to problems reported by Customer and associated with the operation of any Software, including assistance and advice related to the operation of the Software. Technical Support Services are not available for Retired Software.

(b) **Error Correction Services.** With respect to any Errors in the Software which are reported by Customer and which are confirmed by Hyland, in the exercise of its reasonable judgment, Hyland will use its reasonable efforts to correct the Error, which may be effected by a reasonable workaround. Hyland shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Customer. Hyland may elect to correct the Error in the current available or in the next available commercially released version of the Software and the Resolution may require the Customer to implement an Upgrade and Enhancement to obtain the correction. Error Correction Services are not available for Retired Software.

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

(1) **Customer Reporting Requirements.** In requesting Technical Support Services and Error Correction Services, Customer will submit such requests through Hyland's secure end user website, the details of which will be separately provided to Customer. Once such request is submitted through the end user website, Customer may call for Level 1 or Level 2 Severity Levels (support numbers are available through Hyland's secure end user website). In the case of reporting an Error, Customer will provide Hyland with as much information and access to systems as reasonably possible to enable Hyland to investigate and attempt to identify and verify the Error. Customer will work with Hyland support personnel during the problem isolation process, as reasonably needed. Customer will notify Hyland of any configuration changes, such as network installation/expansion, Software upgrades, relocations, etc.

(2) Hyland Response Procedures. Hyland shall respond to all Technical Support Services requests and Error Correction Services requests in accordance with the Maintenance and Support Prioritization Attachment. With respect to Errors: (a) Hyland will respond based on the confirmed severity level of an Error; (b) Hyland may reclassify Errors as it learns information about such Errors during the resolution process; and (c) Hyland's obligation for a reported Error concludes upon delivery of a Resolution in accordance with the Maintenance and Support Prioritization Attachment.

(d) Upgrades and Enhancements. 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 www.hyland.com/community), all Upgrades and Enhancements, if and when released during the term of this Subscription Schedule. Upgrades and Enhancements are not available for Retired Software.

5.2 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 error or 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 Customer 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 Customer; (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 Customer with respect to the Software. Maintenance and Support does not include any services that Hyland may provide in connection with assisting or completing an upgrade of Software with any available Upgrade and Enhancement.

(b) Work Products. Maintenance and Support is not provided for any Work Products (as defined in the Professional Services Schedule); however, if Customer desires Maintenance and Support regarding the operation or use of such Work Products, Customer may request such Maintenance and Support and the parties may agree to enter into a Services Proposal for such Maintenance and Support in accordance with the terms of the Professional Services Schedule.

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

5.3 CERTAIN OTHER RESPONSIBILITIES OF CUSTOMER.

(a) Operation of the Software and Related Systems. Customer acknowledges and agrees that it is solely responsible for the operation, configuration, supervision, management and control of the Software and all related hardware and software (including the database software). Customer is solely responsible for: obtaining or providing training for its personnel; taking appropriate measures to isolate and backup or otherwise archive its computer systems, programs, data or files; and instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use.

(b) Access to Premises and Systems. Customer shall make available reasonable access and use of Customer's premises, and online access to Customer'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. Accordingly, Customer shall install and maintain means of communication and the appropriate communications software as mutually agreed upon by Hyland and Customer and an adequate connection with Hyland to facilitate Hyland's on-line Maintenance and Support. Such right of access and use shall be provided at no cost or charge to Hyland.

5.4 PROFESSIONAL SERVICES FOR PROJECTS NOT COVERED BY TECHNICAL SUPPORT SERVICES OR ERROR CORRECTION SERVICES. If Customer requests Professional Services which are outside the scope of Technical Support Services or Error Correction Services, Customer agrees that such services shall not be covered by this Section 5 and such services only shall be engaged pursuant to a Services Proposal under an applicable Professional Services Schedule.

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

6. LIMITED WARRANTY FOR SOFTWARE

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

6.2 Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy for any non-conformities to the express limited warranties under Section 6.1 shall be as follows: provided that Customer notifies Hyland in writing of the non-conformity, Hyland will either (a) correct the non-conforming component of the Software, which may include the delivery of a reasonable workaround for the non-conformity; or (b) if Hyland determines that correcting the non-conformity is not practicable, then terminate this Subscription Schedule with respect to the non-conforming component, in which event, upon compliance by Customer with its obligations under Section 8.2 of this Subscription Schedule, Hyland will provide a refund to Customer of the "unused portion of pre-paid Subscription Fees" (as defined below) paid by Customer and attributable to the non-conforming component. The "unused portion of the prepaid Subscription Fees" shall mean an amount equal to the total Subscription Fees paid by Customer for the non-conforming portion of the Software for the then current term (or applicable twelve-month period within the Initial Term) during which such removal occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, and the denominator of which shall be twelve (12).

7. INFRINGEMENT INDEMNIFICATION.

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

7.2 Removal and Refund. If Hyland is unable to accomplish either of the options set forth in Section 7.1(d), Hyland shall remove the infringing portion of the Software and refund to Customer the "unused portion of prepaid Subscription Fees" (as defined below) paid by Customer, with respect to the infringing portion of the Software. For these purposes, the "unused portion of the prepaid Subscription Fees" shall mean an amount equal to the total Subscription Fees paid by Customer for the infringing portion of the Software for the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, and the denominator of which shall be twelve (12).

7.3 Exclusions. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to indemnify any claims made against Customer and otherwise described in Section 7.1 that arise from: (a) use of the Software by Customer other than as expressly permitted by this Agreement; (b) the combination of the Software with any product not furnished by Hyland to Customer; (c) the modification or addition to of the Software other than by Hyland or any of its authorized solution providers specifically retained by Hyland to provide such modification or addition; or (d) the Customer's business methods or processes.

7.4 THIS SECTION 7 STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE SOFTWARE.

8. TERM; TERMINATION.

8.1 TERM. Subject to the termination provisions set forth in Section 1.2 of the General Terms Schedule, the initial term of this Subscription Schedule will be the three (3) year period that commences on the Effective Date (the "Initial Term"); and such term will automatically renew thereafter for successive terms of one (1) year each, unless and until either party provides at least

thirty (30) days advance written notice of non-renewal, in which case this Schedule shall terminate at the end of the then current term.

8.2 Additional Effects or Consequences of Termination. In addition to Section 1.3 of the General Terms Schedule, upon any termination of this Subscription Schedule in its entirety, any license to use the Software will automatically terminate without other or further action on the part of any party; and Customer shall immediately: (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation to Hyland, or (2) with the prior permission of Hyland, destroy the Software and Documentation and certify in writing to Hyland that Customer has completed such destruction.

MAINTENANCE AND SUPPORT PRIORITIZATION ATTACHMENT

Severity Level	Description	Hyland Response
Level 1	“Level 1” means any Error that causes total or substantial Software failure, which means that the Software is down and Customer is unable to access the Software in any way within their production environment.	<p>Upon receiving notification from Customer, Hyland’s Technical Support contact will immediately notify a support Manager. Within thirty (30) minutes, the Manager will notify a member of Senior Management or a Vice President.</p> <p>If there is no Resolution within two (2) hours of the Customer’s notice, Hyland will place the Customer on the High Visibility Ticker (HVT).</p> <p>If there is no Resolution within four (4) hours of the Customer’s notice or by the end of business of that day, Hyland will designate the Error as Code Blue. Designation as Code Blue means a resolution team is immediately formed for the Level 1 Error and the resolution team provides continuous updates on all issues of change or status to all C-Level Executives and Vice Presidents of Hyland, and all of Hyland employees are made aware that the Customer is on Code Blue.</p> <p>To provide a Resolution, Hyland will match the Customer’s effort, up to and including 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution.</p>
Level 2	“Level 2” means an Error that causes substantial Software failure which prevents a portion of Customer’s users from accessing the Software in any way within the production environment.	<p>Upon receiving notification from Customer, Hyland’s Technical Support contact will notify a support Manager within sixty (60) minutes. Within two (2) hours, the Manager will notify a member of Senior Management or Vice President.</p> <p>If there is no Resolution by the end of business on that day, Hyland will place the Customer on Hyland’s High Visibility Ticker.</p> <p>If there is no Resolution within twenty-four (24) hours of Customer’s notice, Hyland will designate the Error as Code Blue.</p> <p>To provide a Resolution, Hyland will match Customer’s efforts up to 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution.</p>
Level 3	“Level 3” means that the Software is usable except that an Error causes an ongoing, system-wide, severe performance degradation.	To provide a Resolution, Hyland will match Customer’s efforts up to 5 days/week, 16 hours/day, through holidays and weekends until there is a Resolution.
Level 4	“Level 4” means that the Software is usable except that an Error prevents a specific feature or functionality from working.	To provide a Resolution, Hyland will use reasonable efforts during regular support hours.
Level 5	“Level 5” means that the Software is usable except that an Error causes a trivial inconvenience and the task can be completed in another way	Standard Maintenance and Support.
Level 6	“Level 6” means Technical Support Services.	Standard Maintenance and Support.

*Notwithstanding the above, Maintenance and Support for the Pacsgear Software is limited to the following hours:

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

PROFESSIONAL SERVICES SCHEDULE

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

DEFINED TERMS:

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

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

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

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

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

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

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

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

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

4. CUSTOMER’S OBLIGATIONS.

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

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

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

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

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

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

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

7. LIMITED WARRANTY FOR SERVICES.

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

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

8. WORK PRODUCTS.

8.1 **Work Products License.** Hyland grants to Customer a limited, non-exclusive and non-assignable license to use the Work Products only in connection with Customer's authorized use of the Software, Hyland Cloud Service, or Add-On Services, or other Hyland product or service (collectively "Hyland Core Product") with which such Work Product was delivered by Hyland for use by Customer. Customer may not: (a) make or authorize the making of copies of any Work Products; (b) remove any Hyland notices in the Work Products; (c) sell, transfer, rent, lease, time share or sublicense the Work Products to any third party; or (d) disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any Work Product for any reason. Customer further agrees that, in connection with any use of the Work Products by Customer, the Work Products shall not be copied and installed on additional servers unless Customer has purchased a license therefore. All restrictions on use of the Hyland Core

Product, including without limitation export restrictions and U.S. Government End User provisions, shall apply to the Work Products. If the license to the Hyland Core Product with which such Work Product was delivered by Hyland for use by Customer terminates, Customer's right to use the applicable Work Product shall also terminate. All post-termination rights and obligations with respect to the applicable Core Hyland Product shall also apply to the Work Product.

8.2 Modification of Work Products.

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

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

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

8.3 Work Products Warranty

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

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

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

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

8.4.2 Exclusions. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer and otherwise described in Section 8.4 that arise from: (a) any Customer Data; (b) use of the Work Products by Customer other than as expressly permitted by this Schedule; (c) the combination of the Work Products

with any product not furnished by Hyland to Customer; (d) the modification or addition to of the Work Products other than by Hyland or any of its authorized solution providers specifically retained by Hyland to provide such modification or addition; or (e) the Customer's business methods or processes.

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

9. TERMINATION.

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

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

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