

STATE OF VERMONT PARTICIPATING ADDENDUM # 39745
FOR NASPO VALUEPOINT PURCHASING PROGRAM: CLOUD SOLUTIONS

Led by the State of Utah

Master Agreement # AR3106

Contractor: Hyland Software, Inc.

Contractor's NASPO ValuePoint Webpage: <https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/hyland-software-inc/>

1. **Parties.** This Participating Addendum is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter "State" or "Vermont"), and the Contractor identified above. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** This Participating Addendum authorizes the purchase of Cloud Solutions from Contractor pursuant to the Master Agreement identified above, which is hereby incorporated by reference. Contractor's awarded categories are:
 - a. **Software as a Service (SaaS):** As used in this Participation Addendum is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure'). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
3. **Definitions.** Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Master Agreement between the Lead State and the Contractor.
4. **Purchasing Entities.** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.
5. **Contract Term.** The period of Contractor's performance shall begin on March 15, 2020 and end upon expiration of the Master Agreement, unless terminated earlier in accordance with the terms of this Participating Addendum or the Master Agreement. An amendment to this Participating Addendum shall not be necessary in the event of the renewal or extension of the Master Agreement.
6. **Available Products and Services.** All products, services and accessories listed on the Contractor's NASPO ValuePoint Webpage may be purchased under this Participating Addendum.

STATE OF VERMONT PARTICIPATING ADDENDUM # 39745

Contractor: Hyland Software, Inc.

7. **No Lease Agreements.** Contractor is prohibited from leasing to State Purchasers under this Participating Addendum. Additional Purchasers are not subject to this prohibition and may negotiate lease agreements with Contractor if the terms of the Master Agreement permit leasing.

8. **Requirements for Ordering.**

- a. Orders made under this Participating Addendum must include a specifically-negotiated Statement of Work or Service Level Agreement terms as necessary for the Product and/or Service to meet the Purchasing Entity's requirements. Orders funded by federal funds may include additional terms as necessary to comply with federal requirements.
- b. State Purchasers must follow the ordering procedures of the State Contract Administrator to execute orders against this Participating Addendum, which shall include, as applicable, obtaining approval from the State CIO and/or Attorney General's Office prior to making purchases under this Participating Addendum.
- c. All orders placed under this Participating Addendum must include the Participating Addendum Number on the Purchase Order.

9. **Payment Provisions and Invoicing.**

- a. Product offerings and complete details of product pricing, including discounts, applicable to this Participating Addendum are set forth in the Price Schedule maintained on-line at Contractor's NASPO ValuePoint Webpage listed above.
- b. Purchasing Entities may solicit the Contractor or Fulfillment Partner/Authorized Reseller for deeper discounts than the minimum contract pricing as set forth in the Price Schedule (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives) , provided that Contractor is not required to provide any discounts beyond those already specified in the Price Schedule.
- c. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored.
- d. In the discretion of the Purchasing Entity and subject to mutual agreement by Contractor, retainage may be specified in a Purchase Order, in an amount mutually agreeable to the parties.
- e. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all products delivered or work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
- f. Invoices shall be sent to the address identified on the Purchasing Entity's Purchase Order and shall specify the address to which payments will be sent. The State of Vermont Participating Addendum Number and Purchasing Entity's Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.

STATE OF VERMONT PARTICIPATING ADDENDUM # 39745

Contractor: Hyland Software, Inc.

- g. Reimbursement of expenses is not authorized. All rates set forth in a Purchase Order shall be inclusive of any and all Contractor fees and expenses.
- h. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
- i. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

10. Fulfillment Partners/Authorized Resellers.

- a. Resellers (or Fulfillment Partners) are available for this Participating Addendum if and to the extent approved by the State Chief Procurement Officer (each an "Authorized Reseller"). Any Authorized Resellers will be listed on the Contractor's NASPO ValuePoint Webpage listed above.
 - i. The State does not intend to approve resellers or fulfillment partners for this Participating Addendum except as required to provide services for certain Products (e.g., where a Product requires a managed service provider or other such services that Contractor is unable to provide without engaging a third party). Contractor shall notify the State when a Product requested by a Vermont Purchasing Entity will require engagement of a third party. The State Chief Procurement Officer may, in its discretion, approve the third-party engagement on a limited basis, for the specific purchase only, or on a general basis, for whenever such Product is purchased under this Participating Addendum.
 - ii. A reseller or fulfillment partner approved by the State for this Participating Addendum is expressly not authorized to invoice State Purchasers directly. This provision shall not apply to Additional Purchasers.
- b. All State policies, guidelines and requirements shall apply to Authorized Resellers.
- c. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions set forth by this Participating Addendum. Contractor acknowledges that each and all of the promises it makes as "Contractor" in the Master Agreement and in this Participating Addendum will apply to all Products and Services provided hereunder, regardless of who is providing or licensing the Product or performing the work.
 - i. Except for the terms already provided in the NASPO ValuePoint Master Agreement Terms and Conditions, Contractor agrees that Purchasing Entities will not be required to affirmatively accept additional terms and conditions to use or access any Product or Service purchased under this Participating Addendum, whether by electronic means (e.g., click-through) or otherwise.
 - ii. Contractor agrees that, to the extent applicable, each of the third parties whose Products and/or Services are available for purchase under this Participating Addendum

STATE OF VERMONT PARTICIPATING ADDENDUM # 39745

Contractor: Hyland Software, Inc.

understand and agree that the terms and conditions applicable to their Products and/or Services are as set forth in the Master Agreement, as amended, and are subordinate to the terms of this Participating Addendum and the NASPO ValuePoint Master Agreement Terms & Conditions and associated service model Exhibits.

11. **Reporting.** Contractor shall submit quarterly reports electronically in the same format as set forth under the Master Agreement, detailing the purchasing of all items under this Participating Addendum. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to SOV.ThePathForward@vermont.gov.
- b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
12. **Prior Approvals.** In accordance with current State law, bulletins, and interpretations, this Participating Addendum shall not be binding until it has been approved by the Vermont Attorney General's Office, the Secretary of Administration, and the State's Chief Information Officer.
13. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Participating Addendum shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
14. **Termination.** This Participating Addendum may be terminated by the State at any time upon 30 days prior written notice to the Contractor. Upon termination or expiration of this Participating Addendum, each party will assist the other in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any Order executed prior to the effective date of termination or other expiration of this Participating Addendum.
15. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Participating Addendum. The primary contacts for this this Participating Addendum are as follows:

- a. **For the Contractor:**

Name: Steph Gowin
Phone: 440/788-5975

STATE OF VERMONT PARTICIPATING ADDENDUM # 39745

Contractor: Hyland Software, Inc.

Email: steph.gowin@hyland.comb. **For the State:**

Name: State of Vermont, Stephen Fazekas
Address: 109 State Street, Montpelier, VT 05633-3001
Phone: 802/828-2210
Fax: 802/828-2222
Email: Stephen.fazekas@vermont.gov

16. Additional Terms and Conditions.

- a. Notwithstanding any contrary language anywhere, in no event shall the terms of this contract or any document furnished by Contractor in connection with performance under this contract obligate the State to (1) defend or indemnify Contractor or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of Contractor or any third party.
- b. If required by an order made by a State Purchaser under this Participating Addendum, the terms and conditions of the State of Vermont Business Associate Agreement, revised May 2019 (available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>) shall be incorporated by reference and apply to the order. This provision shall not apply to Additional Purchasers.
- c. Contractor is required at all times to comply with applicable federal and state laws and regulations pertaining to information security and privacy.
- d. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Contractor in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. Contractor irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. Contractor agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Contractor agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- e. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
- f. **False Claims Act:** Contractor acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* Contractor's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Contractor's liability.
- g. **Whistleblower Protections:** Contractor shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations

STATE OF VERMONT PARTICIPATING ADDENDUM # 39745

Contractor: Hyland Software, Inc.

concerning the False Claims Act. Further, Contractor shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to Contractor or its agents prior to reporting to any governmental entity and/or the public.

- h. **Fair Employment Practices and Americans with Disabilities Act:** Contractor agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by Contractor under this Agreement.
- i. **Set Off:** The State may set off any taxes which Contractor owes the State against any sums due Contractor under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures set forth in 32 V.S.A. § 3113.
- j. **Taxes Due to the State:** Contractor certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- k. **Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
- l. **Certification Regarding Debarment:** Contractor certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Contractor further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- m. **Confidentiality:** Contractor acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- n. **Marketing:** Contractor shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
- o. **Non-Appropriation:** If an order made under this Participating Addendum extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support the order, the State Purchaser may cancel the order at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. If the order is funded in whole or in part by Federal funds, and those Federal funds become unavailable or reduced,

STATE OF VERMONT PARTICIPATING ADDENDUM # 39745

Contractor: Hyland Software, Inc.

the State Purchaser may suspend or cancel the order immediately and shall have no obligation to pay from State revenues.

- p. **Continuity of Performance:** In the event of a dispute between Contractor and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- q. **State Facilities:** If the State makes space available to Contractor in any State facility during the term of this Agreement for purposes of Contractor's performance under this Agreement, Contractor shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- r. **SOV Cybersecurity Standard 19-01:** To the extent applicable to an Order, all products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

STATE OF VERMONT PARTICIPATING ADDENDUM # 39745

Contractor: Hyland Software, Inc.

By signing below Contractor agrees to offer the products and services on the Master Agreement at prices equal to or lower than the prices listed on the Master Agreement.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By Hyland Software, Inc.

Date: _____

Date: March 9, 2020 | 13:18:52 EDT

Signature: E-SIGNED by Christopher Cole
on 2020-03-30 15:19:35 GMT

Signature: DocuSigned by:
Nancy Person
7FE85A62E9AE43C...

Name: Christopher Cole

Name: Nancy Person

Commissioner - Buildings & General Services
Title: _____

Title: SVP, Finance & Accounting

Hyland Legal:

Approved By: DS
CS

Date: March 9, 2020 | 10:17:57 PDT



Contract #: AR3106

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Hyland Software, Inc.

Name

28500 Clemens Road

Street Address

Westlake

Ohio

44145

City

State

Zip

Vendor # VC0000172097 Commodity Code #: 920-05 Legal Status of Contractor: Limited Liability Company

Contact Name: Steph Gowin Phone Number: 1-440-788-5975 Email: steph.gowin@hyland.com

2. CONTRACT PORTFOLIO NAME: Cloud Solutions.
3. GENERAL PURPOSE OF CONTRACT: Provide Cloud Solutions under the service models awarded in Attachment B.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18008
5. CONTRACT PERIOD: Effective Date: Thursday, July 18, 2019. Termination Date: Tuesday, September 15, 2026 unless terminated early or extended in accordance with the terms and conditions of this contract.
6. Administrative Fee: Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.
7. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Schedule
ATTACHMENT D: Contractor's Response to Solicitation # SK18008
ATTACHMENT E: Hyland Software Master Agreement; Process Manual; Service Class Manual; and LawLogix Order Form (Guardian)
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #SK18008.
10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

Noreen B Kilbane

Noreen B Kilbane (Jul 19, 2019)

Contractor's signature

Jul 19, 2019

Date

Noreen B Kilbane

Chief Administrative Officer

Type or Print Name and Title

DIVISION OF PURCHASING

Director, Division of Purchasing

Jul 19, 2019

Date



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum¹ ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits² to the Master Agreement;
- (3) The Solicitation (as a reference document only);
- (4) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State (as a reference document only); and
- (5) The Hyland Software Master Subscription Agreement
- (6) LawLogix Guardian Order Form.

The Hyland Master Subscription Agreement may be revised by the Participating Addendum.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Confidential Information means (a) any software (including the Hosted Solution) utilized by Hyland Software in the provision of the Service and its respective source code; (b) Customer Data; and (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs (other than costs on a contract, Participating Addendum, or purchase order under this Master Agreement), and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or

¹ A Sample Participating Addendum will be published after the contracts have been awarded.

² The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and SaaS.

should reasonably know is confidential or proprietary. Regardless of the foregoing, other sections of this Master Agreement permit disclosure of Confidential Information that is required to be disclosed by state open records laws.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the Master Agreement.

Customer means the purchasing entity as designated in an executed Hyland Software Master Subscription Agreement.

Customer Data means any and all electronic data and information of Customer or Users stored within the Hosted Solution.

Customer Data Incident means an unauthorized disclosure of Customer Data resulting from Contractor's failure to comply with the SaaS Security Attachment. Without limitation, Customer Data Incident does not include any of the following that results in no unauthorized access to Customer Data or to any Hyland's systems storing Customer Data: (a) pings and other broadcast attacks on firewalls or edge servers; (b) port scans; (c) unsuccessful log-on attempts; (d) denial of service attacks; or (e) packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers).

Data Categorization Is not applicable to Contractor's Service because Contractor treats all Customer Data the same.

Disabling Code means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

Fulfillment Partner means an authorized third-party reseller qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor pursuant to Contractor's reseller process, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

High Risk Data [reserved]

Infrastructure as a Service (IaaS) [reserved]

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar

proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Low Risk Data [reserved]

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

Moderate Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“Moderate Impact Data”).

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data [reserved]

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data means any information that is related to an identified or identifiable individual and has been provided by Customer or its Affiliates as Customer Data.

Platform as a Service (PaaS) [reserved]

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Service means Hyland Software's software-as-a-service applications as described in the Documentation and subscribed to under a Master Subscription Agreement.

Service Level Agreement (SLA) means the Support Prioritization Attachment that is attached to Hyland's SaaS Schedule to the Hyland Master Subscription Agreement.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure'). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations and that is signed by both parties.

3. Term of the Master Agreement: Unless otherwise specified as a shorter term in a Participating Addendum, the term of the Master Agreement will run from contract execution to September 15, 2026.

4. Amendments: The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State and Contractor.

5. Assignment/Subcontracts: Contractor shall not assign, sell, transfer, or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State. Contractor's use of third parties to supply software, services, or infrastructure to run the Services in general and not only for this Master Agreement or Participating Entities is not an assignment, delegation, or subcontracting arrangement.

Notwithstanding the foregoing, Contractor may assign this Agreement in its entirety without consent of the Lead State, Participating State, or the Purchasing Entity in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement.

The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. A list price change will apply automatically to the Master Agreement and an amendment is not necessary, however any already executed Participating Addendum shall not receive a retroactive price change. In addition, Contractor and a Participating Entity may agree upon pricing which represents an additional discount for that Participating Entity only.

7. Termination: Unless otherwise stated, this Master Agreement may be terminated by either party upon 60 days written notice prior to the effective date of the termination, provided that any outstanding Participating Addendums shall continue in accordance with their terms. Further, any Participating Entity may only terminate its participation as permitted in the Participating Addendum. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for Services delivered and accepted, data ownership, Contractor obligations regarding Customer Data, rights attending default in performance an applicable Service Level of Agreement in association with any Order, Contractor obligations under Termination and Suspension of Service, and any responsibilities arising out of a Customer Data Incident. Contractor default is governed by Section 10 of this Master Agreement. Contractor may be permitted to terminate an individual Purchasing Entity agreement if such Purchasing Entity breaches Section 1.2.2 of the General Terms Schedule.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Each party acknowledges that it and its employees or agents may acquire the other's Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by the disclosing party) publicly known; (2) is furnished by the disclosing party to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than the disclosing party without the obligation of confidentiality, (5) is disclosed with the written consent of the disclosing party or; (6) is independently developed by employees, agents or subcontractors of the receiving party who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. The receiving party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. The receiving party shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist the disclosing party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, the receiving party shall advise the disclosing party immediately if the receiving party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and the receiving party shall at its expense cooperate with the disclosing party in seeking injunctive or other equitable relief in the name of disclosing party or receiving party against any such person. Except as directed by the disclosing party, the receiving party will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at disclosing party's request, receiving party shall turn over to disclosing party all documents, papers, and other matter in receiving party's possession that embody Confidential Information. Notwithstanding the foregoing, the disclosing party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Receiving party acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to disclosing party that is inadequately compensable in damages. Accordingly, disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. receiving party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of disclosing party and

are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement, including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise

any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Suspend Contractor from being able to respond to future bid solicitations; and
- (4) Suspend Contractor's performance; and
- (5) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

e. Nothing in this Section 10 limits Contractor's ability to terminate an Agreement in accordance with the terms of the Hyland Software Master Subscription Agreement.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

12. Force Majeure: Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

13. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible personal property or real property arising directly or indirectly from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against third party claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any claims arising from:

(a) Customer Data;

(b) use of the Hosted Solution other than as expressly permitted by the Master Agreement;

(c) the combination of the Hosted Solution or any component thereof with any product not furnished by Contractor;

(d) the modification or addition of any component of the Hosted Solution, other than by Contractor or

(e) the Purchasing Party's business methods or processes.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it and 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 Hosted Solution, or to replace the relevant portions of the Hosted Solution with other equivalent, non-infringing portions. If Hyland is unable to accomplish either of the options set forth in the preceding sentence, Hyland shall terminate this SaaS Schedule upon thirty (30) days advance written notice to Customer and refund to Customer the "unused portion of prepaid Hosting Fees and Subscriptions Fees" as defined below paid during the then current term (or applicable twelve-month period within the Initial Term). For these purposes, the "unused portion of prepaid Hosting Fees and Subscription Fees" shall mean an amount equal to the total Hosting Fees and Subscription Fees paid by Customer for the term (or applicable twelve-month period within the Initial Term) during which termination occurs, multiplied by a fraction, the

numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such termination occurs, and the denominator of which shall be twelve (12). In accordance with Section 13(b), Hyland shall remain responsible for any element of an Intellectual Property Claim that is not resolved by the remedy provided to Customer in the preceding three sentences. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

(3) THIS SECTION 13 STATES CONTRACTOR'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 HOSTED SOLUTION.

14. Independent Contractor: The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

15. Individual Customers: Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its

Participating Addendum.

b. Coverage shall be written on an occurrence basis (except Cyber and Professional liability). The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE: Written on a claims-made basis

Level of Risk	Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions Minimum Insurance Coverage
Low Risk Data	\$2,000,000
Moderate Risk Data	\$5,000,000
High Risk Data	\$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per claim and \$1,000,000 in the aggregate, written on a claims-made form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Prior to commencement of performance, Contractor shall provide to the Lead State a certificate of insurance for the Contractor's general liability insurance policy that (1) names the Participating States identified in the Request for Proposal as additional insureds, blanket additional insured wording is acceptable (2) provides that cancellation of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice other than non-payment, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory blanket wording is acceptable. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30)

calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Each party will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.

18. No Waiver of Sovereign Immunity: In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. This Master Agreement permits Purchasing Entities to define project-specific requirements and informally compete the requirement among other firms having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which firms should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin providing Services without an ordering document compliant with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per unit or other pricing elements consistent with this Master Agreement and the contractor's proposal; and
- (6) The Master Agreement identifier and the Participating State contract identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any

Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office³.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

³ Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

21. Payment: Unless otherwise stipulated in the Participating Addendum, Payment is normally made within 30 days following the date of a correct invoice is received. Purchasing Entities reserve the right to withhold payment of a portion (including all if applicable) of disputed amount of an invoice. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

22. Data Access Controls: Contractor will provide access to Customer Data only to those Contractor employees, contractors and subcontractors, and those employees, contractors and subcontractors of Contractor's subsidiaries and affiliates ("Contractor Staff") who need to access the Customer Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Contractor will ensure that, prior to being granted access to the Customer Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Customer Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Customer Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Purchasing Entity Data: Purchasing Entity retains full right and title to Customer Data provided by it and any Customer Data derived therefrom, including metadata. Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Except as otherwise agreed to in a Participating Addendum, Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, at such entity's sole cost and expense, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. To the extent applicable, the rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The

NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. System Failure or Damage: Refer to Hyland Service Class Manual.

29. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

[Hyland Note: The parties will need to revise this language to be consistent with how Hyland offers its hosting services.

30. Data Privacy: [reserved]

31. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement. The sole and exclusive remedy for Contractor's breach of this Section 31(a) is the Infringement Indemnification provided in Section 13(b) of this Master Agreement.

b. Contractor will perform materially as described in this Master Agreement and any Statement of Work entered with a Purchasing Entity.

c. Except as otherwise provided in this Master Agreement and the Hyland Master Subscription Agreement as it relates to a Purchasing Entity's breaches of its obligations, the Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement.

d. At the time that Contractor submits its response to a Solicitation by a Lead State, the Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State.

e. The Contractor warrants that the Products it provides under this Master Agreement are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

32. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom Customer Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at the price provided in the Purchasing Addendum. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

33. Waiver of Breach: Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

34. Assignment of Antitrust Rights: Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

35. Debarment : The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

36. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements, shall not be considered as “new.”

37. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

38. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition

as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

39. NASPO ValuePoint eMarket Center: In July 2011, NASPO ValuePoint entered into a multi-year agreement with JAGGAER, formerly SciQuest, whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

41. Government Support: Except as provided in the Hyland Master Subscription Agreement and any SOW entered with a Purchasing Entity, no support, facility space, materials, special access, personnel or other obligations on behalf of the states or other Participating Entities, other than payment, are required under the Master Agreement.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no

later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment H.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

43. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review:

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.
- c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, terminate the Master Agreement pursuant to section 6 when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. This subsection does not limit the discretionary right of either the Lead State or Contractor to terminate the Master Agreement pursuant to section 7.
- g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-part contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

45. NASPO ValuePoint Cloud Offerings Search Tool: In support of the Cloud Offerings Search Tool here: <http://www.naspovaluepoint.org/#!/contract-details/71/search> Contractor shall ensure its Cloud Offerings are accurately reported and updated to the Lead State in the format/template shown in Attachment I.

46. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor (“Additional Terms”) provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative “acceptance” of those Additional Terms before access is permitted.

Exhibit 1 to the Master Agreement: Software as a Service

The following table is a cross-reference between the Hyland Master Subscription Agreement which is Attachment E to the Master Agreement. The table is not a contractual obligation in this Master Agreement but is provided as a convenient reference for Purchasing Entities for when they execute the resulting Master Subscription Agreement with Hyland.

Master Agreement Exhibit 1 Clause	Hyland Master Software Agreement Clause	Comments
1. Data Ownership	General Terms Schedule- 9.3- Customer Limited Warranty SAAS Schedule- Defined Terms	Customer represents that it is the legal custodian of Customer Data. Defined Term Customer Data provides it is the Customer's and its User's data.
2. Data Protection	SAAS Schedule- SAAS Schedule Security Attachment	Entire attachment describes Hyland's security program
3. Data Location	Initial Purchase Table Schedule	Provides the primary and secondary data center locations. The SAAS Security Attachment further provides details on Hyland's security program.
4. Security Incident or Breach Notification	SAAS Schedule- SAAS Schedule Security Attachment	Section 13 describes Hyland's communications
5. Personal Data Breach Responsibilities	General Terms Schedule- Section 6.2, and Section 9- definition of Customer Data Incident	Provides Hyland's liability for Customer Data Incidents
6. Notification of Legal Requests	General Terms Schedule- Section 8.5	General notice provision
7. Termination and Suspension of Service	General Terms Schedule- Section 2.6 SAAS Schedule- Acceptable Use Policy Section 3	General terms right to suspend for non-payment AUP right to suspend for violations of the AUP, which is Hyland's approach to its customer base generally
8. Background Checks	SAAS Schedule- SAAS Security Attachment Section 4. Sub section 1	Description of background checks for cloud employees
9. Access to Security Logs and Reports	SAAS Schedule- SAAS Security Attachment Section 16	Audit and Security Testing- rights to Customer to review and audit Hyland's security program
10. Contract Audits	General Terms Schedule- Section 2	Rights available as purchase terms
11. Data Center Audits	SAAS Schedule- SAAS Security Attachment Section 16	Audit and Security Testing- rights to Customer to review

		and audit Hyland's security program
12. Change Control and Advance Notice	SAAS Schedule- SAAS Security Attachment Section 10	Description of operations security, including change management controls
13. System Security Plans	SAAS Schedule- SAAS Security Attachment	Entire attachment describes Hyland's security program
14. Nondisclosure and Separation of Duties	SAAS Schedule- SAAS Security Attachment	Entire attachment describes Hyland's security program
15. Import and Export of Data	SAAS Schedule- Section 9.1	Functionality requirement with the Hosted Solution warranty as the remedy.
16. Responsibilities and Uptime Guarantee	Service Class Manual	Remedies depend on the selected Service Class
17. Subcontractor Disclosure	N/A	Hyland only utilizes subcontractors on a limited basis, and subject to the same terms it enters with its Customers.
18. Right to Remove Individuals	NA	Hyland does not offer this right, but is ready, willing and able to meet with Customers and discuss their concerns.
19. Business Continuity and Disaster Recovery	SAAS Schedule- SAAS Security Attachment	Entire attachment describes Hyland's security program
20. Compliance with Accessibility Standards	SAAS Schedule- Section 12	Hyland agrees to comply with laws in performing the services.
21. Encryption of Data at Rest	SAAS Schedule- SAAS Security Attachment Section 8	Hyland provides encryption at rest in its cloud when Customer purchases the encryption services
22. Subscription Terms	SAAS Schedule-	The entire schedule describes how the subscription-as-a-service licensing model at Hyland works.
23. No click-through Term	General Terms Schedule- Section 8.4	The Master Agreement section 46 prohibits click-through terms. Further general integration provision referencing which terms apply and govern the agreement.

Attachment B – Scope of Services Awarded to Contractor

1.1 Awarded Service Model(s).

Contractor is awarded the following Service Model:

- Software as a Service (SaaS)

1.2 Risk Categorization.*

Contractor's offered solutions offer the ability to store and secure data under the following risk categories:

Service Model	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered
SaaS	x	x	x	Multi-Instance Private Cloud**

*Contractor may add additional OEM solutions during the life of the contract.

***Hyland Software owns and operates the equipment within our cage inside a co-located data center. We do not share the Hyland Cloud with other organizations. We have many customers that are deployed in the Hyland Cloud, but each customer is provided its own instance (including database and data file locations). Some pass-through components of the cloud are shared by multiple customers.*

2.1 Deployment Models.

Contractor may provide cloud based services through the following deployment methods:

- **Private cloud.** The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.
- **Community cloud.** The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.
- **Public cloud.** The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.
- **Hybrid cloud.** The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds)

Attachment C - Pricing Discounts and Schedule

Contractor: Hyland Software, Inc.

Pricing Notes

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.
2. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.
3. Purchasing entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.
4. Contractor's price catalog include the price structures of the cloud service models, value added services (i.e., Maintenance Services, Professional Services, Etc.), and deployment models that it intends to provide including the types of data it is able to hold under each model. Pricing shall all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.
5. Contractor provides tiered pricing to accompany its named user licensing model, therefore, as user count reaches tier thresholds, unit pricedecreases.

Cloud Service Model: Software as a Service (SaaS)

Description	Discount
SaaS Minimum Discount % * (applies to all OEM's offered within this SaaS model)	20.00%
<i>Please note: There are some exceptions to this SaaS discount rate. The items which are not listed at the standard 20% discount have been indicated in the "Notes" column on the line item pricelist. The list prices for these items have been heavily discounted to meet the requirements of specific end users; therefore, no additional discount from the rates listed can be provided.</i>	
Average SaaS OEM Discount Off	20.00%

Additional Value Added Services

Item Description	Onsite Hourly Rate		Remote Hourly Rate	
	NVP Price	Catalog Price	NVP Price	Catalog Price
Maintenance Services - <i>Maintenance is built into the monthly software price in a hosted solution model.</i>	N/A	N/A	N/A	N/A
Professional Services - <i>NVP rates include the administrative fee</i>	N/A	N/A	N/A	N/A
OnBase Cloud Backfile Conversion Services	\$ 204.76	\$ 215.00	\$ 204.76	\$ 215.00
Global Cloud Services Professional Services	\$ 204.76	\$ 215.00	\$ 204.76	\$ 215.00
Implementation Services	\$ 180.95	\$ 190.00	\$ 180.95	\$ 190.00
Business Process Consulting Services	\$ 204.76	\$ 215.00	\$ 204.76	\$ 215.00
Advanced Capture Services	\$ 180.95	\$ 190.00	\$ 180.95	\$ 190.00
Database Services	\$ 204.76	\$ 215.00	\$ 204.76	\$ 215.00
Custom Solution Services	\$ 204.76	\$ 215.00	\$ 204.76	\$ 215.00
Enterprise Consulting Services	\$ 204.76	\$ 215.00	\$ 204.76	\$ 215.00
Project Management Services	\$ 190.48	\$ 200.00	\$ 190.48	\$ 200.00
Partner Services*	TBD	TBD	TBD	TBD
Training Services** - <i>NVP rates include the administrative fee</i>	N/A	N/A	N/A	N/A
Introduction to Installation, Per Person at Hyland	\$ 2,526.32	\$ 2,800.00	\$ 2,526.32	\$ 2,800.00
Introduction to Installation, Per Person Online	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
Introduction to Installation, Plus T&E, Up to 12 Employees at Customer Site	\$ 18,045.11	\$ 20,000.00	\$ 18,045.11	\$ 20,000.00
Installer Certification, Per Person at Hyland	\$ 2,526.32	\$ 2,800.00	\$ 2,526.32	\$ 2,800.00
Installer Certification, Per Person Online	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
Installer Certification, Plus T&E, Up to 12 Employees at Customer Site	\$ 18,045.11	\$ 20,000.00	\$ 18,045.11	\$ 20,000.00
System Administration, Per Person at Hyland	\$ 2,526.32	\$ 2,800.00	\$ 2,526.32	\$ 2,800.00
System Administration, Per Person Online	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
System Administration, Plus T&E, Up to 12 Employees at Customer Site	\$ 18,045.11	\$ 20,000.00	\$ 18,045.11	\$ 20,000.00
Advanced System Administration, Per Person at Hyland	\$ 2,526.32	\$ 2,800.00	\$ 2,526.32	\$ 2,800.00
Advanced System Administration, Per Person Online	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
Advanced System Administration, Plus T&E, Up to 12 Employees at Customer Site	\$ 18,045.11	\$ 20,000.00	\$ 18,045.11	\$ 20,000.00
Introduction to Workflow, Per Person at Hyland	\$ 2,526.32	\$ 2,800.00	\$ 2,526.32	\$ 2,800.00
Introduction to Workflow, Per Person Online	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
Introduction to Workflow, Plus T&E, Up to 12 Employees at Customer Site	\$ 18,045.11	\$ 20,000.00	\$ 18,045.11	\$ 20,000.00
Workflow Design, Per Person at Hyland	\$ 2,526.32	\$ 2,800.00	\$ 2,526.32	\$ 2,800.00
Workflow Design, Per Person Online	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
Workflow Design, Plus T&E, Up to 12 Employees at Customer Site	\$ 18,045.11	\$ 20,000.00	\$ 18,045.11	\$ 20,000.00
OnBase API Certification, Per Person at Hyland	\$ 2,526.32	\$ 2,800.00	\$ 2,526.32	\$ 2,800.00
OnBase API Certification, Per Person Online	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
OnBase API Certification, Plus T&E, Up to 12 Employees at Customer Site	\$ 18,045.11	\$ 20,000.00	\$ 18,045.11	\$ 20,000.00
Web Server/Application Enabler Administration, Per Person at Hyland	\$ 2,526.32	\$ 2,800.00	\$ 2,526.32	\$ 2,800.00
Web Server/Application Enabler Administration, Plus T&E, Onsite	\$ 18,045.11	\$ 20,000.00	\$ 18,045.11	\$ 20,000.00
Web Server, Per Person, Online	\$ 1,082.71	\$ 1,200.00	\$ 1,082.71	\$ 1,200.00
Web Server, Up to 12 Employees Online	\$ 6,063.16	\$ 6,720.00	\$ 6,063.16	\$ 6,720.00
Application Enabler, Per Person, Online	\$ 1,082.71	\$ 1,200.00	\$ 1,082.71	\$ 1,200.00
Application Enabler, Up to 12 Employees Online	\$ 6,063.16	\$ 6,720.00	\$ 6,063.16	\$ 6,720.00
WorkView Implementation, Per Person at Hyland	\$ 2,526.32	\$ 2,800.00	\$ 2,526.32	\$ 2,800.00
WorkView Implementation, Per Person Online	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
WorkView Implementation, Plus T&E, Up to 12 Employees at Customer Site	\$ 18,045.11	\$ 20,000.00	\$ 18,045.11	\$ 20,000.00
Partner Hosted Customer Training Course	\$ 16,917.29	\$ 18,750.00	\$ 16,917.29	\$ 18,750.00
OnBase Workflow Administration Recertification, Per Person Online	\$ 270.68	\$ 300.00	\$ 270.68	\$ 300.00
OnBase System Administration Recertification, Per Person Online	\$ 270.68	\$ 300.00	\$ 270.68	\$ 300.00
OnBase End User Training, Per Day, Plus T&E On-Site	\$ 3,609.02	\$ 4,000.00	\$ 3,609.02	\$ 4,000.00
Custom Customer Training, Per Day, Plus T&E at Customer Site or Online	\$ 3,609.02	\$ 4,000.00	\$ 3,609.02	\$ 4,000.00
Custom Customer Training, Per Person at Hyland or Online	\$ 505.26	\$ 560.00	\$ 505.26	\$ 560.00
Advanced Capture Solutions Training Class, Per Person at Hyland	\$ 2,526.32	\$ 2,800.00	\$ 2,526.32	\$ 2,800.00
Advanced Capture Solutions Training Class, Per Person Online	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
Advanced Capture Solutions Training Class, Plus T&E, Up to 12 Employees at Customer Site	\$ 18,045.11	\$ 20,000.00	\$ 18,045.11	\$ 20,000.00
TechQuest, Per Person at Hyland	\$ 2,526.32	\$ 2,800.00	\$ 2,526.32	\$ 2,800.00
Basic Electronic Forms, Per Person Online	\$ 541.35	\$ 600.00	\$ 541.35	\$ 600.00
Supporting OnBase, Per Person at Hyland	\$ 2,526.32	\$ 2,800.00	\$ 2,526.32	\$ 2,800.00
Supporting OnBase, Per Person Online	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
Supporting OnBase, Plus T&E, Up to 12 Employees at Customer Site	\$ 18,045.11	\$ 20,000.00	\$ 18,045.11	\$ 20,000.00
System Administration - Healthcare, Per Person at Hyland	\$ 2,526.32	\$ 2,800.00	\$ 2,526.32	\$ 2,800.00

Attachment C - Pricing Discounts and Schedule

Contractor: Hyland Software, Inc.

System Administration - Healthcare, Per Person Online	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
System Administration - Healthcare, Plus T&E, Up to 12 Employees at Customer Site	\$ 18,045.11	\$ 20,000.00	\$ 18,045.11	\$ 20,000.00
OCR for AnyDoc System Administration, Per Person at Hyland	\$ 2,526.32	\$ 2,800.00	\$ 2,526.32	\$ 2,800.00
OCR for AnyDoc System Administration, Per Person Online	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
Infiniworx Core, Per Person at Hyland	\$ 2,526.32	\$ 2,800.00	\$ 2,526.32	\$ 2,800.00
Infiniworx Core, Per Person Online	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
AnyDoc AnyApp, Per Person at Hyland	\$ 2,526.32	\$ 2,800.00	\$ 2,526.32	\$ 2,800.00
AnyDoc AnyApp, Per Person Online	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
Enterprise Integration Server for Developers, Per Person at Hyland	\$ 2,526.32	\$ 2,800.00	\$ 2,526.32	\$ 2,800.00
Enterprise Integration Server for Developers, Per Person Online	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
OnBase Fundamentals, Per Person at Hyland	\$ 451.13	\$ 500.00	\$ 451.13	\$ 500.00
OnBase Fundamentals, Per Person Online	\$ 451.13	\$ 500.00	\$ 451.13	\$ 500.00
OnBase Fundamentals, Plus T&E, Up to 12 Employees at Customer Site	\$ 10,827.07	\$ 12,000.00	\$ 10,827.07	\$ 12,000.00
Brainware Intelligent Capture Training, Per Person at Hyland	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
Brainware Intelligent Capture Training, Per Person Online	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
Brainware for Invoices: Installation and Configuration, Per Person at Hyland	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00
Brainware for Invoices: Installation and Configuration, Per Person Online	\$ 2,706.77	\$ 3,000.00	\$ 2,706.77	\$ 3,000.00

* Hyland is submitting a list of fulfillment partners with our RFP response. These partners will be authorized to fulfill orders and bill customers directly. In addition, partners will be authorized to

** Hyland training services are not offered on an hourly basis. Instead, we offer each course at a pre-established rate, usually calculated per person or per course. The rates above are the per

Deliverable Rates		
	NVP Price	Catalog Price
	N/A	N/A
	N/A	N/A



Response for

The State of Utah
Cloud Solutions RFP # SK18008
Technical Response
July 6th, 2018 at 3pm MT

Hyland Software, Inc. – US Headquarters

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Westlake, OH 44145

U.S.A.

Office: 440.788.5000

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Table of Contents

TECHNICAL REQUIREMENTS 1

TECHNICAL REQUIREMENTS

A complete narrative of the Offeror's assessment of the Cloud Solutions to be provided, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.

Hyland's SaaS System

Hyland's software solutions can be hosted in the Hyland Cloud. In this deployment, customer access occurs through secure internet access to the software and customer data. The Hyland Cloud is the premier cloud ECM offering with some unique benefits. First, the developer of the software is hosting the solution. This situation lends itself to faster deployment and quicker issue resolution. Second, Hyland has detailed insight into the infrastructure that best supports our software. This offers the customer excellent options for network, firewall, security, and other networking issues that will function optimally with the Hyland solution. Finally, with the web client and unity client, Hyland has the ability to add nearly 100% of the software functionality via a web and application server.

The Advantages

The Hyland Cloud provides organizations with three major considerations, two of which directly impact how return on investment is achieved: reduced capital costs, rapid deployment, and a technological edge. It allows organizations to eliminate the purchase, installation, upgrading, and maintenance of hardware and software; reduce the risks, costs, and administrative responsibilities associated with developing and maintaining the required IT infrastructure; and reduce risk to their existing system's environments.

Additionally, organizations realize an accelerated implementation of solutions, including temporary hosted deployments and reduced internal IT complexity. As a result, they are able to focus resources on core business issues, rather than IT concerns and administration matters.

The following are some of the benefits derived from a Hyland Cloud solution:

- Instant and continuous access to the latest technology the customer needs to run its business, without the up-front costs and administrative responsibilities associated with developing and maintaining the required IT infrastructure.
- Improved ability to focus resources on core business issues and strategic projects, rather than IT concerns.
- Fast implementation, with reduced risk to existing system's environment and bottom line.
- Ability to scale and deploy additional modules rapidly to meet growing business needs.
- Access to required security, back up, disaster recovery, and support services.
- Access to expanded functionality and modules without the burden of maintaining a distributed computing environment.
- Eliminates the up-front purchase, installation, upgrading, and ongoing maintenance of software and hardware.
- Reduces the cost of compliance audits, as the Hyland Cloud has many of the required certifications in place.

Data Centers

The Hyland Cloud provides the same functionality and benefits within completely outsourced, N+1 redundant, geographically dispersed data centers. All data centers are ISO 27001 certified and/or SOC 1, 2, or 3 audited.

Hyland Global Cloud Services manages the Hyland Cloud platform in 11 co-located facilities around the globe. Within the United States, data centers are located in Ashburn, Virginia; Cleveland, Ohio; Pittsburgh, Pennsylvania; and Kansas City, Kansas. International data centers are located in Sydney and Melbourne, Australia; Amsterdam, the Netherlands; London, England; Auckland and Wellington, New Zealand; and Queretaro, Mexico. The data centers currently in use for the Hyland Cloud are TIA Tier 4 facilities.

Cloud Storage

The Hyland Cloud is a private, managed, multi-instance cloud. Each Hyland Cloud customer is provided its own instance, so each customer has its own database and disk groups. However, the hardware and some servers are shared for the individual Hyland Cloud customers. As a result, there is no co-mingling of data in the cloud. Customers are assigned a unique encryption key that effectively renders the documents unreadable outside of the customer's dedicated instance.

The solution is configured to impersonate a dedicated operating system account. Access to each data source is restricted using application or operating system access controls. The number of clients that share individual servers is dependent upon the type of solution run by those customers and the sizing required. The size of customers in the Hyland Cloud range from small to very large organizations and sizing decisions from the installation perspective are determined by Cloud Services professionals.

Cloud Availability

Hyland commits to system availability ranging from 99% to 99.9% uptime, depending on the Service Class selected by the customer. "Downtime" means the aggregate time (in minutes) each calendar month, as confirmed by Hyland following written notice from the customer, that the customer has experienced Network Unavailability, no documents stored in the Software can be retrieved from the Hosted Solution, or no documents can be input into the Software. The length of downtime is measured from the time the customer first reports the covered failure condition(s) to Hyland in writing until the time when Hyland's testing confirms that the failure condition(s) reported are no longer present.

Hyland has no regularly scheduled downtime. When patching is required, Hyland provides two types of maintenance windows: scheduled maintenance and unscheduled maintenance. Hyland will notify customers of scheduled maintenance that is expected to impact or potentially impact system availability or functionality. The notification will typically be sent at least one week in advance, but not less than 24 hours prior to the specified start time. Hyland will notify customers of unscheduled maintenance that is expected to impact or potentially impact system availability or functionality. The notification will typically be sent at least 24 hours in advance, but not less than 2 hours prior to the specified start time. Both scheduled and unscheduled maintenance will be restricted to the hours of 10:00 p.m. to 8:00 a.m., based on the time zone of the impacted data center.

The Hyland Cloud environment is N+1 redundant, providing automatic failover of the components that comprise the Hyland Cloud platform. The data is also replicated to a second copy in the primary data center and another copy in a secondary data center. These are copies of the data itself and not the full solution. Depending on the Service Class selected by the customer, the individual solution may also be replicated in a warm standby mode so that if a disaster were experienced, the solution could be restored in under 4 hours.

In the event of a failure within a single data center, failover will happen automatically for the technical components that comprise the environment. Additionally, a second copy of the data is located in the primary data center that can be utilized in the event of a technical issue with the file server for your Hyland Cloud solution. A secondary site is available in a separate geographic location that can be used to restore the system in varying increments, depending on the service class purchased by the customer. The committed Recovery Time Objective for the solution varies depending on the service class selected by the customer.

Security Measures

The following outlines the efforts Hyland takes to secure the Hyland Cloud platform and our customers' hosted data:

- The Hyland Cloud has numerous security controls and monitoring mechanisms in place, which includes firewalls at the Web and App server level, IDS, and vulnerability management. Logs are captured from these and other critical servers and network hosts and maintained in a centralized log repository. These logs are kept in non-repudiation format and kept for one year. Access to the central log repository is limited to a small team based on job role. Monitoring of these systems is active and alerts are configured to notify appropriate personnel within the department of potential security or availability incidents. Staff is available/on call 24/7 to respond to alerts from these systems.
- Hyland uses commercially available safeguards to protect the Hyland Cloud platform and hosted data from intrusion, attack, or virus infection. The hosts on the Hyland Cloud platform employ anti-virus software, and the anti-virus signatures are updated daily by an automated signature repository. Anti-malware is installed and updated regularly within the Hyland Cloud platform. Software vendor information is not shared externally for security considerations.
- In the Hyland Cloud, all data transfer is encrypted. By default, the Hyland Cloud uses AES - 256 bit TLS 1.2 and SSH2 transport encryption. When using 256 bit SSL, data is encrypted both from the workstation to the cloud infrastructure and vice versa. Data transfers that utilize SFTP (SSH2 protocol) also encrypt traffic in both directions.
- The software modules Encrypted Alpha Keywords and Encrypted Disk Groups are included in standard Hyland Cloud solutions. These modules provide an additional layer of security for content stored in our cloud using AES – 256 encryption. Sensitive alphanumeric keywords are stored in the database in an encrypted format, with access to view full or partial values granted to authorized users. Documents are automatically encrypted as they are imported into the software, becoming indecipherable when retrieved outside of the system. Even within our environment, these files are accessible only to permissioned users, further decreasing risk of exposure.
- When customer data is replicated from the primary data center to the secondary data center, it remains encrypted and transmitted over the internet via a VPN tunnel.
- Hyland Global Cloud Services (GCS) policies and procedures align with ISO 27001 controls. Hyland GCS is SOC 2 audited on an annual basis to ensure adherence to the documented policies and procedures.

- A third party completes an annual penetration test against our software to assess security. A report is provided on their findings, and Hyland provides a documented response to the penetration test, which details the resolution for each finding. The executive summary to the penetration test is available.

8.1 (M)(E) TECHNICAL REQUIREMENTS

8.1.1 For the purposes of the RFP, meeting the NIST essential characteristics is a primary concern. As such, describe how your proposed solution(s) meet the characteristics defined in NIST Special Publication 800-145.

The Hyland Cloud aligns with guidelines found in NIST Special Publications including controls. Hyland Solutions can be used to create a compliant environment with or is certified for several regulatory standards including NIST.

8.1.2 As applicable to an Offeror's proposal, Offeror must describe its willingness to comply with, the requirements of Attachments C & D.

The Hyland Cloud is a Software as a Service (SaaS), private cloud offering with a standard hosting package that includes communication over standard HTTPS or SFTP. The Hyland Cloud platform is an N+1 redundant architecture for high availability that is housed in co-located data centers. Hyland owns and operates the equipment that comprising the Hyland Cloud platform.

8.1.3 As applicable to an Offeror's proposal, Offeror must describe how its offerings adhere to the services, definitions, and deployment models identified in the Scope of Services, in Attachment D.

The Hyland Cloud offering provides a secure environment for storing data across all risk categorizations, which includes low, moderate or high risk.

The following outlines the efforts Hyland takes to secure the Hyland Cloud platform and customer hosted data:

- The Hyland Cloud has numerous security controls and monitoring mechanisms in place which includes firewalls at the Web and App server level, IDS, and vulnerability management. Logs are captured from these and other critical servers and network hosts and maintained in a centralized log repository. These logs are kept in non-repudiation format and kept for 1 year. Access to the central log repository is limited to a small team based on job role. Monitoring of these systems is active and alerts are configured to notify appropriate personnel within the department of potential security or availability incidents. Staff is available/on call 24/7 to respond to alerts from these systems.
- Hyland uses commercially available safeguards to protect the Hyland Cloud platform and hosted data from intrusion, attack, or virus infection. The hosts on the Hyland Cloud platform employ anti-virus software and the anti-virus signatures are updated daily by an automated signature repository. Anti-malware is installed and updated regularly within the Hyland Cloud platform. Software vendor information is not shared externally for security considerations.
- In the Hyland Cloud all data transfer is encrypted. By default, the Hyland Cloud uses AES - 256 bit TLS 1.2 and SSH2 transport encryption. When using 256 bit SSL, data is encrypted both from the workstation to Hyland solutions Infrastructure and vice versa. Data transfers that utilize SFTP (SSH2 protocol) also encrypt traffic in both directions. When customer data is replicated from the primary data center to the secondary data center, it is encrypted and transmitted over the Internet via a VPN tunnel.

- Hyland's software modules Encrypted Alpha Keywords and Encrypted Disk Groups are included in standard Hyland Cloud solutions. These modules provide an additional layer of security for content stored in the software using AES – 256 encryption. Sensitive alphanumeric keywords are stored in the database in an encrypted format, with access to view full or partial values granted to authorized users. Documents are automatically encrypted as they are imported into the Hyland Cloud, becoming indecipherable when retrieved outside of the system. Even within our platform, these files are accessible only to permissioned users, further decreasing risk of exposure.
- Hyland GCS policies and procedures align with ISO 27001 controls. Hyland GCS is SOC 2 audited on an annual basis to ensure adherence to the documented policies and procedures.
- A third party completes an annual penetration test against the Hyland Cloud to assess security. A report is provided on their findings and Hyland provides a documented response to the Pentest which details the resolution for each finding. The Hyland PenTest Executive Summary is available.

8.2 (E) SUBCONTRACTORS

8.2.1 Offerors must explain whether they intend to provide all cloud solutions directly or through the use of Subcontractors. Higher points may be earned by providing all services directly or by providing details of highly qualified Subcontractors; lower scores may be earned for failure to provide detailed plans for providing services or failure to provide detail regarding specific Subcontractors. Any Subcontractor that an Offeror chooses to use in fulfilling the requirements of the RFP must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the Solutions provided. Subcontractors do not need to comply with Section 6.3.

While the hosting environment will always be provided by Hyland, we do intend to utilize subcontractors to provide solutions on specific orders under the resulting contract. Our firm has an existing partner network comprised of highly qualified vendors that have been providing support to our existing customer base for decades. A list of proposed solution providers for this specific contract is included below. These partners are familiar with cooperative procurement contracts, as they're currently performing subcontract work under several of our firm's other cooperative contracts, such as the General Services Administration (GSA) Schedule, National IPA, and Texas Department of Information Resources (DIR). Each partner organization has a proven track record of successful customer support in conjunction with contracting vehicles similar to NASPO ValuePoint.

HYLAND PARTNERS



Hyland's global network of authorized solution providers and system integrators are trained to understand our unique architecture of software. Collectively, they offer diversity of expertise for the sale, installation, and training initiatives associated with our software solution. These relationships are critical to our success as we strive to deliver complete business solutions that improve business decisions, customer satisfaction, and productivity.

Before bringing any new partners into our network, Hyland performs the necessary due diligence, risk assessments, contract reviews, as well as disaster recovery and business continuity planning. Hyland has service level agreements in place with all business partners and vendors that specifically document responsibilities and liabilities in case of breach. Upon various milestones over the relationships with these partners, Hyland completes ongoing performance monitoring and addresses any service quality issues immediately. All subcontractors will meet the Administrative, Business, and Technical requirements of the RFP, and any applicable flowdown provisions will be outlined in our service agreements.

8.2.2 Offeror must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.

The partners proposed in Hyland's RFP response will have the ability to accept purchase orders, issue invoices, and accept payments directly from customers. Hyland expects all subcontractors to submit responses to requests for information and provide first line contact through the sales cycle.

Additionally, these solution providers may be involved in online and onsite training activities for customers. All subcontracted trainers are certified through Hyland's certification courses before performing these services for our customers. Our training programs recognize IT professionals who successfully demonstrate their technical knowledge and practical experience by designing, implementing, administering, and enhancing Hyland's solutions. On rare occasions, Hyland partners may be engaged to assist with professional services projects or customer configuration and implementation efforts. As previously stated, Hyland's subcontracting agreements outlines specific responsibilities, flowdown terms, and quality assurance requirements.

8.2.3 If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

Upon review of the NASPO ValuePoint RFP requirements, Hyland has comprised a list of partners that either meet or exceed the requirements of this specific opportunity. All of our partners maintain a list of employees that hold various certifications provided through Hyland on-ramping services. All Hyland partners are required to maintain a minimum of two certified installers, in accordance with Hyland's software training policies. Hyland facilitates all the certification courses and manages all training programs. Internally, Hyland maintains a current list of certified individuals and the certifications they hold.

Additionally, each subcontractor listed has several years of experience working with Hyland's cloud solutions and has a proven track record of managing projects involving Hyland's cloud solutions. Hyland utilizes its own software solutions as well as a Salesforce database to track and run reports on the status of our subcontractors. We also ensure the customers have a direct line of communication constantly available with Hyland, so we can instantly address any issues that may arise and work with the customer as well as the partner to determine steps forward.

8.3 (E) WORKING WITH PURCHASING ENTITIES

8.3.1 Offeror must describe how it will work with Purchasing Entities before, during, and after a Data Breach, as defined in the Attachments and Exhibits. Include information such as:

- **Personnel who will be involved at various stages, include detail on how the Contract Manager in Section 7 will be involved;**
- **Response times;**
- **Processes and timelines;**
- **Methods of communication and assistance; and**
- **Other information vital to understanding the service you provide.**

Incidents to which Hyland responds are placed into one of two classifications—availability incidents and security incidents. Responses to these incidents follow the Hyland documented incident response sequence. This sequence includes the incident trigger phase, evaluation phase, escalation phase, response phase, recovery phase, de-escalation phase, and post-incident review phase. If Hyland has determined the customer's Hosted Solution has been negatively impacted by a security or availability incident, Hyland will deliver a root cause analysis summary. Although the notice will not be unreasonably delayed, it will only occur after initial corrective actions have been taken to contain the security threat or stabilize the Hyland Cloud platform.

8.3.2 Offeror must describe how it will not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the Participating Entity or the Master Agreement.

The use of adware or marketing material is prohibited from being incorporated within a Hyland Cloud hosted solution.

8.3.3 Offeror must describe whether its application-hosting environments support a user test/staging environment that is identical to production.

The test and training environments are normally just a copy of the production environment. For hosted solutions (Hyland Cloud), customers can choose to include either a User Testing Lite or a User Testing environment for an additional monthly fee. Both User Testing Lite and User Testing environments are installed in the Hyland Cloud customer's primary data center using the same architecture configuration as with a production installation (however, User Testing environments are not replicated as with a production installation). User Testing Lite environments are for functional testing, and the environment is limited to approximately 100 GB of data. User Testing environments are for both functional and performance testing. Both environments can store production data.

8.3.4 Offeror must describe whether or not its computer applications and Web sites are accessible to people with disabilities, and must comply with Participating Entity accessibility policies and the Americans with Disability Act, as applicable.

To ensure the development of a highly accessible product line, Hyland references widely accepted accessibility regulations and guidelines such as Section 508 of the US Federal Rehabilitation Act and W3C Web Content Accessibility Guidelines (WCAG) throughout our product lifecycle. Voluntary Product Accessibility Templates (VPATs) and WCAG documentation are available by request.

Hyland will entertain specific questions to provide additional detailed descriptions of functionality in order to assist in determining how we can meet your accessibility needs. In the event the software does not support a specific accessibility need, Hyland APIs may be able to be leveraged in developing custom user interfaces or integrations to meet a specific accessibility accommodation.

8.3.5 Offeror must describe whether or not its applications and content delivered through Web browsers are accessible using current released versions of multiple browser platforms (such as Internet Explorer, Firefox, Chrome, and Safari) at a minimum.

Hyland's Web Client is supported across multiple web clients on Microsoft and Macintosh platforms:

- Internet Explorer 11.0
- EdgeHTML 13 (limited support)
- Chrome 49
- Firefox 45 and greater, as well as Firefox 45 Extended Support Release (ESR)
- Safari 6.2.0, 7.1.0, 8.0.0, or 9.0.0

8.3.6 Offeror must describe how it will, prior to the execution of a Service Level Agreement, meet with the Purchasing Entity and cooperate and hold a meeting to determine whether any sensitive or personal information will be stored or used by the Offeror that is subject to any law, rule or regulation providing for specific compliance obligations.

Hyland GCS will meet with a customer to discuss any considerations to hosted data.

8.3.7 Offeror must describe any project schedule plans or work plans that Offerors use in implementing their Solutions with customers. Offerors should include timelines for developing, testing, and implementing Solutions for customers.

To ensure a successful project implementation, Hyland Software embraces a Project Implementation Methodology (PIM). The PIM provides a successfully proven process map to follow to ensure that client expectations and requirements have been realized upon completion of the project.

The PIM supports our mentoring and collaborative approach, which builds customer confidence and increases their self-sufficiency for future projects and growth. This collaborative partnership is established from the project onset, through the delivery and initial training for that solution and crafting the plan at the end of the implementation cycle.

Use of the PIM provides a common framework and language for the project team to utilize. It also includes best practices and process guides to leverage the experience gained from decades of past projects in a variety of industries and technical disciplines. This framework enables our team members to maintain our commitment to be flexible to meet each project's unique needs, fill gaps in our customers' technical resources and maintain our level of superior quality and efficiency.

The PIM also takes into consideration the resource and time constraints a customer may have by utilizing templates, tools, sample project plans, and intellectual capital. Generally, software implementations are an iterative process, and the PIM manages the process, ranging from departmental to enterprise integrated enterprise content management implementations.

A product of Hyland Global Services department, the PIM was generated to provide a repeatable and consistent framework to be used during implementation projects. This approach has evolved and been refined over thousands of successful projects. The PIM defines the following:

- Project definition (scope)
- Standard phases of a Hyland Cloud implementation
- Members of a project team and how they are organized
- Definition of project roles, responsibilities, and tasks
- How projects will be managed, including basic project management control processes

The standard Phases of a Hyland Cloud implementation project include:

- Initiation
- Discovery (Analysis & Design)
- Implementation (Installation, Configuration, & Development)
- Training and Testing
- Go Live (Prepare & Execute)
- Post Implementation – Project Closing

Please see below for a copy of Hyland's sample Project Plan.

SAMPLE PROJECT PLAN



Sample Project Plan.pdf

8.3.8 The State of Utah expects Offeror to update the services periodically as technology changes. Offer must describe:

- **How Offeror's services during Service Line Additions and Updates pursuant to section 2.12 will continue to meet the requirements outlined therein.**

Hyland confirms understanding of section 2.12 and is confident we can comply with the requirements outlined therein. We're an experienced contractor performing work under several other procurement vehicles at the federal, state, and national levels. As such, we're very familiar with the process of managing pricelists through cooperative contracts. Hyland has a system in place already to monitor the various pricelists under each cooperative vehicle, and can easily add the NASPO ValuePoint contract pricelist into our system for monitoring and administration.

Our Government Contracts team is responsible for maintaining the procurement vehicle pricelists. The team works with our internal pricelist managers to determine what products should be removed or added to our pricelists at any given time, and perform the necessary modifications for each procurement contract. Each product addition we complete for NASPO ValuePoint will meet the minimum specifications outlined in the master agreement. Furthermore, we will utilize the same pricing structure for any additions, with the same minimum discount structure as identified in our cost proposal.

- **How Offeror will maintain discounts at the levels set forth in the contract.**

A portion of Hyland's pricelist discount monitoring process is automated, with each individual pricelist being setup immediately at the time of contract award. These automations ensure the same discount structure is preserved throughout the life of the contract. In the event a product code or price is inputted incorrectly, our spreadsheets flag the applicable cell to show us the discount is inconsistent. This notification system gives us the ability to quickly find any inconsistencies in pricing and adjust the product rate accordingly. Additionally, before Hyland submits any pricelist updates, a person on the Government Contracts team will manually review the pricing to verify its accuracy.

- **How Offeror will report to the Purchasing Entities, as needed, regarding changes in technology and make recommendations for service updates.**

Customers are notified of the new software through a variety of methods including user conferences, user newsletter, private user website, and email.

- **How Offeror will provide transition support to any Purchasing Entity whose operations may be negatively impacted by the service change.**

As part of the Hyland Software Project Implementation Methodology, go-live support is included for Hyland projects. Based on the specific solution being deployed there may be instances where on-site support is not needed and can be supplied remotely. When Hyland Software leaves an installation, the system is fully functional and the resident system administrator is trained. Post-implementation, technical support issues are received primarily through our call center. Calls/e-mails are logged in our tracking system and assigned a number. If the call/email is resolved swiftly, the call is closed.

Hyland Software offers an Outsourced System Administration service that provides customers expertise of highly trained, certified professionals to fill temporary gaps. Our staff employs a mentorship approach. While meeting the immediate needs of your company, we provide your staff the knowledge and confidence to fully leverage your solution.

8.4 (E) CUSTOMER SERVICE

8.4.1 Offeror must describe how it will ensure excellent customer service is provided to Purchasing Entities. Include:

- Quality assurance measures;
- Escalation plan for addressing problems and/or complaints; and
- Service Level Agreement (SLA).

Hyland Global Cloud Services (GCS) inventories and tests each data source for completeness, security, and integrity each quarter. Redundant storage facilities, data backup, and replication are monitored daily and tested quarterly.

Because the Hyland Cloud provides network access, security, and monitoring services to its customers, each service is monitored and tested to assure performance and recoverability. This includes:

- Data center availability and environment services (e.g., power, cooling, fire detection/suppression)
- Network connectivity and support services (e.g., HTTPS, DNS, SFTP)
- Network security services (e.g., firewalls, data encryption, intrusion detection, anti-virus/anti-malware)
- Hyland processing services (e.g., document retrieval and business process workflow)

Hyland Cloud Services performs a limited service disruption simulation at least once per year to test the ability to restore service in a secondary data center. A successful test restores all Hyland Cloud services and data and makes them available for customer access within test parameters. Test results are analyzed, and opportunities for improvement are documented for further evaluation.

Hyland GCS uses a combination of enterprise and custom tools to monitor the cloud platform and respond to availability events, should they occur.

The following reports are available to Hyland Cloud customers:

- Customer may request the following reports at any time:
- Service availability report containing a list of service level availability (SLA) incidents that have been reported by the customer. The report will reflect each incident's confirmation or rejection by Hyland.
- Technical Support Activity report containing a list of issues that have been reported by the customer.
- Hyland Service Configuration report for the customer's hosted solution. These reports will contain an accounting of the services that are currently configured in support of the customer's hosted solution.
- Cloud Services can send the following reports to the end user on a monthly basis:
 - Total storage utilization
 - Document and page counts by Document Type

Hyland GCS maintains documents procedures for handling incidents. Incidents to which Hyland responds are placed into one of two classifications—availability incidents and security incidents. Responses to these incidents follow the Hyland documented incident response sequence. This sequence includes: the incident trigger phase, evaluation phase, escalation phase, response phase, recovery phase, de-escalation phase, and post-incident review phase. If Hyland has determined the Customer's Hosted Solution has been negatively impacted by a security or availability incident, Hyland will deliver a root cause analysis summary.

The Hyland Cloud has historically operated with a 99.99% uptime. Within the Hyland Cloud we offer the different Service Class levels to meet the business continuity requirements of our hosted customers. Commitments are specific to availability/uptime, RPO and RTO level.

- 8.4.2 Offeror must describe its ability to comply with the following customer service requirements:**
- a. You must have one lead representative for each entity that executes a Participating Addendum. Contact information shall be kept current.**

Lisa McNeeley
 Manager, Government Contracts
 Phone: (440) 788-5468
 Email: lisa.mcneeley@hyland.com

- b. Customer Service Representative(s) must be available by phone or email at a minimum, from 7AM to 6PM on Monday through Sunday for the applicable time zones.**

Hyland Technical Support is available 24/7, excluding major US holidays (New Year's Day, July 4th, Thanksgiving Day, and Christmas Day).

- c. Customer Service Representative will respond to inquiries within one business day.**

When customers contact Hyland Software's Technical Support department, they reach a support analyst directly. There is not an echeloned support schema. Each technical support analyst is responsible for all diagnostic and troubleshooting actions related to an issue. Our goal of creating habitual relationships with vertically aligned support teams has proven to promote better understanding of supported solutions and collaboration. Hyland Software has a 69.1% resolution rate within the first 48 hours after receiving a call.

- d. You must provide design services for the applicable categories.**

Hyland Professional Services can assist with design services pertaining to a Hyland system that supports a customer's solution requirements.

- e. You must provide Installation Services for the applicable categories.**

Hyland GCS manages all installation activity within the Hyland Cloud platform.

8.5 (E) SECURITY OF INFORMATION

- 8.5.1 Offeror must describe the measures it takes to protect data. Include a description of the method by which you will hold, protect, and dispose of data following completion of any contract services.**

The following outlines the efforts Hyland takes to secure the Hyland Cloud platform and our customers' hosted data:

- The Hyland Cloud has numerous security controls and monitoring mechanisms in place, which includes firewalls at the Web and App server level, IDS, and vulnerability management. Logs are captured from these and other critical servers and network hosts and maintained in a centralized log repository. These logs are kept in non-repudiation format and kept for one year. Access to the central log repository is limited to a small team based on job role. Monitoring of these systems is active and alerts are configured to notify appropriate personnel within the department of potential security or availability incidents. Staff is available/on call 24/7 to respond to alerts from these systems.
- Hyland uses commercially available safeguards to protect the Hyland Cloud platform and hosted data from intrusion, attack, or virus infection. The hosts on the Hyland Cloud platform employ anti-virus software, and the anti-virus signatures are updated daily by an automated signature repository. Anti-malware is installed and updated regularly within the Hyland Cloud platform. Software vendor information is not shared externally for security considerations.
- In the Hyland Cloud, all data transfer is encrypted. By default, the Hyland Cloud uses AES - 256 bit TLS 1.2 and SSH2 transport encryption. When using 256 bit SSL, data is encrypted both from the workstation to the Hyland infrastructure and vice versa. Data transfers that utilize SFTP (SSH2 protocol) also encrypt traffic in both directions.
- The Hyland modules Encrypted Alpha Keywords and Encrypted Disk Groups are included in standard Hyland Cloud solutions. These modules provide an additional layer of security for content stored in the Hyland Cloud using AES – 256 encryption. Sensitive alphanumeric keywords are stored in the database in an encrypted format, with access to view full or partial values granted to authorized users. Documents are automatically encrypted as they are imported into Hyland's Cloud, becoming indecipherable when retrieved outside of the system. Even within the platform, these files are accessible only to permissioned users, further decreasing risk of exposure.
- When customer data is replicated from the primary data center to the secondary data center, it remains encrypted and transmitted over the internet via a VPN tunnel.
- Hyland GCS policies and procedures align with ISO 27001 controls. Hyland GCS is SOC 2 audited on an annual basis to ensure adherence to the documented policies and procedures.
- A third party completes an annual penetration test against the Hyland Cloud to assess security. A report is provided on their findings, and Hyland provides a documented response to the penetration test, which details the resolution for each finding. The executive summary to the penetration test is available.

8.5.2 Offeror must describe how it intends to comply with all applicable laws and related to data privacy and security.

Hyland GCS complies with all applicable laws and regulation as required. Hyland GCS maintains various internal controls and processes to mitigate risks related to security, availability, processing integrity, confidentiality and privacy. The Hyland GCS IS Policy Suite policies and procedures align with ISO 27001 standards. Hyland GCS is SOC 2 audited on an annual basis. Further, the Hyland Governance, Risk and Compliance team completes quarter internal audits to ensure on going adherence to the Hyland GCS IS policies.

8.5.3 Offeror must describe how it will not access a Purchasing Entity's user accounts or data, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.

Hyland Global Cloud Services is structured to ensure users are allocated appropriate rights based on their role in the department and job responsibilities. Hyland Global Cloud Services (GCS) is comprised of teams separated based on the functional areas required to operate a hosting environment and provide related services. This organization allows account owners to apply consistent standards, including the principles of least privilege and separation of duties, with greater ease.

Hyland User Groups and User Accounts are the responsibility of the Customer Security Administrator.

8.6 (E) PRIVACY AND SECURITY

8.6.1 Offeror must describe its commitment for its Solutions to comply with NIST, as defined in NIST Special Publication 800-145, and any other relevant industry standards, as it relates to the Scope of Services described in Attachment D, including supporting the different types of data that you may receive.

Data is stored within the Hyland Cloud based on the Hyland Global Cloud Services (GCS) data classification as outlined in Hyland GCS IS policies. The Hyland GCS policies are largely based on ISO, NIST, and HIPAA guidelines. Hyland's solutions can be used to create a compliant environment with or is certified for several regulatory standards. Specific requirements will need to be provided to determine compliance status.

8.6.2 Offeror must list all government or standards organization security certifications it currently holds that apply specifically to the Offeror's proposal, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800-171, and FIPS 200 if they apply.

The Hyland Cloud environment aligns with the IEC/ISO 27001:2013 including Annex A controls, employing best practices such as, but not limited to, data encryption in transit and at rest, stringent access controls based on "need to know" - least privilege methodology, incident response and handling, as well as security awareness and training programs geared to maintain a culture of security for users that interact regularly with the cloud environment. In addition, the Hyland Cloud aligns with guidelines found in NIST (National Institute of Standards and Technology) Special Publications including controls from standards such as SP 800-53, SP 800-171, SP 800-88, where applicable.

CJIS

The CJIS Security Policy allows agencies to tailor requirements and practices based on the systems in scope and the agencies' identified risks of using third-party cloud providers. Agencies should work with Hyland to identify areas of applicability for cloud solutions.

PCI Data Security Standards (DSS)

It is up to the customer to use the system in a manner consistent with the guidelines of this standard to ensure PCI compliance. Information systems such as Hyland's solutions also cannot be certified for PA-DSS, because they are not used in credit card authorization or settlement.

Hyland has evaluated the PCI DSS 3.2 standard against the Hyland Cloud products. Documentation outlining how to configure and use our solutions to be in compliance with this standard can be provided upon completion of a fully-executed non-disclosure agreement. We do not have third-party validation in conjunction with this documentation, however.

IRS Publication 1075

In general, Hyland does not evaluate our product offerings against regional legislation unless compliance with said legislation is a necessary prerequisite to broader market entry. Instead, our internal teams and external auditing firms continually assess the software against standards with a wider range of impact, including various forms of ISO compliance.

Due to the highly customizable nature of our products, we are able to conform to a vast array of requirements and processes. If you have a concern about how to meet specific criteria, we will be happy to provide guidance as we are able.

FISMA

Hyland is currently exploring the best methods for adapting the Hyland product suite to comply with FISMA requirements.

In regards to the remaining certifications listed above, the Hyland product suite represents a diverse ECM solution organizations can leverage to assist in compliance with many different region-, industry- and purpose-specific standards. Hyland's software and other solutions like it are often not eligible to be certified in these standards, due to infrastructure and organizational requirements contained within them. Our software may, however, be capable of configurations that will aid your organization in achieving organizational compliance.

8.6.3 Offeror must describe its security practices in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.

The Hyland Cloud has numerous security controls and monitoring mechanisms in place which includes firewalls at the Web and App server level, IDS, and vulnerability management. Logs are captured from these and other critical servers and network hosts and maintained in a centralized log repository. These logs are kept in non-repudiation format and kept for 1 year. Access to the central log repository is limited to a small team based on job role. Monitoring of these systems is active and alerts are configured to notify appropriate personnel within the department of potential security or availability incidents. Staff is available/on call 24/7 to respond to alerts from these systems.

Hyland uses commercially available safeguards to protect the Hyland Cloud platform and hosted data from intrusion, attack, or virus infection. The hosts on the Hyland Cloud platform employ anti-virus software and the anti-virus signatures are updated daily by an automated signature repository. Anti-malware is installed and updated regularly within the Hyland Cloud platform. Software vendor information is not shared externally for security considerations.

In the Hyland Cloud all data transfer is encrypted. By default, the Hyland Cloud uses AES - 256 bit TLS 1.2 and SSH2 transport encryption. When using 256 bit SSL, data is encrypted both from the workstation to Hyland's Cloud Infrastructure and vice versa. Data transfers that utilize SFTP (SSH2 protocol) also encrypt traffic in both directions. When customer data is replicated from the primary data center to the secondary data center, it is encrypted and transmitted over the Internet via a VPN tunnel.

The software modules Encrypted Alpha Keywords and Encrypted Disk Groups are included in standard Hyland Cloud solutions. These modules provide an additional layer of security for content stored in our platform using AES – 256 encryption. Sensitive alphanumeric keywords are stored in the database in an encrypted format, with access to view full or partial values granted to authorized users. Documents are automatically encrypted as they are imported into the platform, becoming indecipherable when retrieved outside of the system. Even within our platform, these files are accessible only to permissioned users, further decreasing risk of exposure.

Hyland GCS policies and procedures align with ISO 27001 controls. Hyland GCS is SOC 2 audited on an annual basis to ensure adherence to the documented policies and procedures.

A third party completes an annual penetration test against the Hyland Cloud to assess security. A report is provided on their findings and Hyland provides a documented response to the Pentest which details the resolution for each finding. The Hyland PenTest Executive Summary is available.

8.6.4 Offeror must describe its data confidentiality standards and practices that are in place to ensure data confidentiality. This must include not only prevention of exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data. Include information on your hardware policies (laptops, mobile etc).

Hyland GCS manages all Customer Data stored within the Hyland Cloud in a manner that assumes it may contain PII. Hyland Cloud solutions include encryption modules which provide an additional layer of security for content stored in the platform using AES – 256 encryption. Sensitive alphanumeric keywords are stored in the database in an encrypted format, with access to view full or partial values granted to authorized users. Documents are automatically encrypted as they are imported into the platform, becoming indecipherable when retrieved outside of the system. Even within the platform, these files are accessible only to permissioned users and reporting is available for auditing of activity within asolution.

8.6.5 Offeror must provide a detailed list of the third-party attestations, reports, security credentials (e.g., FedRamp High, FedRamp Moderate, etc.), and certifications relating to data security, integrity, and other controls.

Hyland Global Cloud Services maintains and adheres to policies and procedures that align with ISO 27001 standards and is SOC 2 and SOC 3 audited on an annual basis. The Hyland GCS IS SOC 2 report can be provided under an NDA.

HYLAND SOC 3



Hyland Cloud SOC
3.pdf

8.6.6 Offeror must describe its logging process including the types of services and devices logged; the event types logged; and the information fields. You should include detailed response on how you plan to maintain security certifications.

At the application level, Hyland's Cloud provides complete and comprehensive transaction logging and reporting functionality. Each action taken within the system is logged from login, retrieval, update, logoff, etc. Our solution provides an administration interface to select the desired events, grouped or filtered by a number of parameters including date range, user group, document type, etc. This transaction logging and reporting is standard out of the box functionality. Hyland's solution also provides a single document audit log on every document in the system. The log displays the log date, log time, user name, action (brief description of the action that took place), and a detailed account of the action.

The Hyland Cloud has numerous security controls and monitoring mechanisms in place which includes firewalls at the Web and App server level, IDS, and vulnerability management. Logs are captured from these and other critical servers and network hosts and maintained in a centralized log repository. These logs are kept in non-repudiation format and kept for 1 year. Access to the central log repository is limited to a small team based on job role. Monitoring of these systems is active and alerts are configured to notify appropriate personnel within the department of potential security or availability incidents. Staff is available/on call 24/7 to respond to alerts from these systems.

8.6.7 Offeror must describe whether it can restrict visibility of cloud hosted data and documents to specific users or groups.

Hyland's Cloud contains a number of security features concerning privacy and security regulations. The Customer Security Administrator is responsible for the creation of the User Groups and User Accounts. Access can be configured for user-based, role-based, and context-based access to control access to the stored data. These levels of security allow administrators to control access to information through the platform at each of those levels.

8.6.8 Offeror must describe its notification process in the event of a security incident, including relating to timing, incident levels. Offeror should take into consideration that Purchasing Entities may have different notification requirements based on applicable laws and the categorization type of the data being processed or stored.

If Hyland has determined the customer's Hosted Solution has been negatively impacted by a security or availability incident, Hyland will deliver a root cause analysis summary. Although the notice will not be unreasonably delayed, it will only occur after initial corrective actions have been taken to contain the security threat or stabilize the Hyland Cloud platform.

8.6.9 Offeror must describe and identify whether or not it has any security controls, both physical and virtual Zones of Control Architectures (ZOCA), used to isolate hosted servers.

The hardware components associated with the Hyland Cloud Platform are physically located within TIA-942 Tier 3 or higher data centers. These data centers are owned and operated by Internet Service Providers (ISPs) who have demonstrated compliance with one or more of the following standards (or a reasonable equivalent): International Organization for Standardization ("ISO") 27001 and/or American Institute of Certified Public Accountants ("AICPA") Service Organization Controls ("SOC") Reports for Services Organizations. These ISPs provide Internet connectivity, physical security, power, and environmental systems and services for the Hyland Cloud Platform.

8.6.10 Provide Security Technical Reference Architectures that support Infrastructure as a Service (IaaS), Software as a Service (SaaS) & Platform as a Service (PaaS).

The Hyland Cloud architecture is N+1 redundant and load balanced at the Web and Application tier. The remote network is protected by two sets of redundant firewalls from different vendors. The Hyland Cloud architecture diagram is confidential.

8.6.11 Describe security procedures (background checks, foot printing logging, etc.) which are in place regarding Offeror's employees who have access to sensitive data.

All employees of Hyland Software undergo background checks. These checks include:

- County Civil Search
- County Criminal 7yr Felony & Misdemeanor
- Driver's Records
- Education Verification
- Employment Verification
- Federal Civil Search
- Federal Criminal Search 10yr
- National Criminal & Sex Offender Search
- OFAC - Office of Foreign Assets Control
- Office of Inspector General
- Social Security Trace

8.6.12 Describe the security measures and standards (i.e. NIST) which the Offeror has in place to secure the confidentiality of data at rest and in transit.

In the Hyland Cloud, all data transfer is encrypted. By default, the Hyland Cloud uses AES - 256 bit TLS 1.2 and SSH2 transport encryption. When using 256 bit SSL, data is encrypted both from the workstation to the Hyland infrastructure and vice versa. Data transfers that utilize SFTP (SSH2 protocol) also encrypt traffic in both directions.

Encryption at rest is a standard inclusion with a Hyland Cloud solution. Our software modules Encrypted Alpha Keywords and Encrypted Disk Groups provide an additional layer of security for content stored in the platform using AES – 256 encryption. Sensitive alphanumeric keywords are stored in the database in an encrypted format, with access to view full or partial values granted to authorized users. Documents are automatically encrypted as they are imported into the platform, becoming indecipherable when retrieved outside of the system.

8.6.13 Describe policies and procedures regarding notification to both the State and the Cardholders of a data breach, as defined in this RFP, and the mitigation of such a breach.

Incidents to which Hyland responds are placed into one of two classifications—availability incidents and security incidents. Responses to these incidents follow the Hyland documented incident response sequence. This sequence includes the incident trigger phase, evaluation phase, escalation phase, response phase, recovery phase, de-escalation phase, and post-incident review phase. If Hyland has determined the Customer's Hosted Solution has been negatively impacted by a security or availability incident, Hyland will deliver a root cause analysis summary. Hyland will not unreasonably delay this notice, but it will only occur after initial corrective actions have been taken to contain the security threat or stabilize the Hyland Cloud platform.

8.7 (E) MIGRATION AND REDEPLOYMENT PLAN

8.7.1 Offeror must describe how it manages the end of life activities of closing down a service to a Purchasing Entity and safely deprovisioning it before the Offeror is no longer contractually obligated to maintain the service, include planned and unplanned activities. An Offeror's response should include detail on how an Offeror maintains security of the data during this phase of an SLA, if the Offeror provides for redundancy during migration, and how portable the data is during migration.

Hyland Global Cloud Services permanently deletes data according to the methods recommended in the NIST Special Publication 800-88, Guidelines for Media Sanitization for sensitive data. Certification will be provided upon request that confirms that all customer data has been destroyed and cannot be retrieved by data, disk, file recovery utility or any other commercially available recovery method. Further, media that contains customer data that is no longer needed for business or legal reasons is destroyed in a manner that is consistent with the standards and techniques described within NIST SP 800-88. A record is maintained of all media disposed of in accordance with this policy and the record is retained in accordance with Hyland's retention policy.

8.7.2 Offeror must describe how it intends to provide an orderly return of data back to the Purchasing Entity, include any description in your SLA that describes the return of data to a customer.

Upon request by the customer and at the then billable rate, Hyland GCS will provide a full export of all customer data. The export will include all Hyland Cloud data and an associated tagged index file that includes file paths and metadata.

8.8 (E) SERVICE OR DATA RECOVERY

8.8.1 Describe how you would respond to the following situations; include any contingency plan or policy.

a. Extended downtime.

If Hyland has determined the customer's Hosted Solution has been negatively impacted by a security or availability incident, Hyland will deliver a root cause analysis summary. Hyland will not unreasonably delay this notice, but it will only occur after initial corrective actions have been taken to contain the security threat or stabilize the Hyland Cloud platform.

Customers and resellers can initiate a disaster recovery incident by reporting it to Hyland's technical support staff. The Hyland disaster recovery policy outlines the Hyland Cloud methods to proactively monitor potential service failures related to network availability, database availability, Disk Group availability, web application availability, SFTP availability, processing availability, security services and service monitoring services.

Once a service failure has been identified, GCS will attempt to recover services by initiating a standardized Disaster Incident Response. This response consists of the following steps: Analysis, escalation, recover critical components, recover urgent components, recover dependent components and incident de-escalation.

b. Suffers an unrecoverable loss of data.

Hyland maintains 3 copies of all customer's data. Within the primary data center a replicated copy is housed on a separate file server. A third copy is replicated to the customer's secondary/disaster recovery data center.

The replicated sets are online and don't need to go through a traditional restore as a backup would. Hyland GCS keeps 14 days of the replication transactions which will allow GCS to restore to a point before an incident.

c. Offeror experiences a system failure.

In the event of a failure within a single data center, failover will happen automatically for the technical components that comprise the environment. Additionally, a second copy of the data is located in the primary data center that can be utilized in the event of a technical issue with the file server for your Hyland Cloud solution. A secondary site is available in a separate geographic location that can be used to restore the system in varying increments, depending on the service class purchased by the customer. The committed Recovery Time Objective for the solution varies depending on the service class selected by the customer.

d. Ability to recover and restore data within 4 business hours in the event of a severe system outage.

Multiple service class levels are offered for a Hyland Cloud hosted solution. At the highest service class level Hyland GCS commits to restoring a hosted system within 4 hours.

e. Describe your Recovery Point Objective (RPO) and Recovery Time Objective (RTO).

The Hyland Cloud offers different hosted service levels to address the varying requirements of over 800 end users. At the highest level, Hyland offers a Recovery Point Objective of one (1) hour and a Recovery Time Objective of four (4) hours.

8.8.2 Describe your methodologies for the following backup and restore services:**a. Method of data backups**

The Hyland Cloud is N+1 redundant. End users are provided three copies of data. Two are stored in the primary data center on separate hardware, and a third copy is located in a different data center in a different geographic location.

The replicated sets are online and don't need to go through a traditional restore like a backup would. Hyland GCS keeps 14 days of the replication transactions that allows GCS to restore to a point before an incident.

b. Method of server image backups

For specific Service Class Levels, Hyland GCS uses a disaster recovery orchestration product that protects virtual machines by duplicating them to the customer's secondary/disaster recovery site.

c. Digital location of backup storage (secondary storage, tape, etc.)

Hyland maintains 3 copies of all customer's data. Within the primary data center a replicated copy is housed on a separate file server. A third copy is replicated to the customer's secondary/disaster recovery data center.

d. Alternate data center strategies for primary data centers within the continental United States.

Hyland Global Cloud Services manages the Hyland Cloud platform in 11 co-located facilities around the globe. Within the United States, data centers are located in Ashburn, Virginia; Cleveland, Ohio; Pittsburgh, Pennsylvania; and Kansas City, Kansas.

8.9 (E) DATA PROTECTION**8.9.1 Specify standard encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.**

In the Hyland Cloud, all data transfer is encrypted. By default, the Hyland Cloud uses AES - 256 bit TLS 1.2 and SSH2 transport encryption. When using 256 bit SSL, data is encrypted both from the workstation to the Hyland infrastructure and vice versa. Data transfers that utilize SFTP (SSH2 protocol) also encrypt traffic in both directions.

Encryption at rest is a standard inclusion with a Hyland Cloud solution. With encryption in place, the only method of viewing the data is through the cloud application. Access is provided to a small number of employees within Hyland Global Cloud Services (and the partner organization, if applicable) who are assigned responsibility for providing day-to-day support for the Hosted Solution. All Hyland employees must periodically acknowledge an employee process manual outlining the most critical policies, procedures, and standards before they are granted administrative access to the Hyland Cloud platform or unencrypted customer data.

8.9.2 Describe whether or not it is willing to sign relevant and applicable Business Associate Agreement or any other agreement that may be necessary to protect data with a Purchasing Entity.

A Business Associate Agreement or any other agreement will need to be provided or reviewed by the Hyland Legal department.

8.9.3 Offeror must describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement. Offeror shall not use the government data or government related data for any other purpose including but not limited to data mining. Offeror or its subcontractors shall not resell nor otherwise redistribute information gained from its access to the data received as a result of this RFP.

Hyland Global Cloud Services manages all Customer Data stored within the Hyland Cloud in a manner that assumes it may contain PII. Customer data is not used for data mining purposes. Hyland Global Cloud Services is structured to ensure users are allocated appropriate rights based on their role in the department and job responsibilities. Hyland Global Cloud Services (GCS) is comprised of teams separated based on the functional areas required to operate a hosting environment and provide related services. This organization allows account owners to apply consistent standards, including the principles of least privilege and separation of duties, with greater ease. Hyland GCS does not use sub-contractors within the Hyland Cloud.

8.10 (E) SERVICE LEVEL AGREEMENTS

8.10.1 Offeror must describe whether your sample Service Level Agreement is negotiable. If not describe how it benefits purchasing entity's not to negotiate your Service Level Agreement.

The Hyland Cloud Service Level Agreements are structured to meet the business continuity needs of a hosted system.

8.10.2 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.

The Hyland Cloud SLA commitments are specific to availability/uptime, RPO and RTO.

8.11 (E) DATA DISPOSAL

Specify your data disposal procedures and policies and destruction confirmation process.

Hyland Global Cloud Services permanently deletes data according to the methods recommended in the NIST Special Publication 800-88, Guidelines for Media Sanitization for sensitive data. Certification will be provided upon request that confirms that all customer data has been destroyed and cannot be retrieved by data, disk, file recovery utility or any other commercially available recovery method. Further, media that contains customer data that is no longer needed for business or legal reasons is destroyed in a manner that is consistent with the standards and techniques described within NIST SP 800-88. A record is maintained of all media disposed of in accordance with this policy and the record is retained in accordance with Hyland's retention policy.

8.12 (E) PERFORMANCE MEASURES AND REPORTING

8.12.1 Describe your ability to guarantee reliability and uptime greater than 99.5%. Additional points will be awarded for 99.9% or greater availability.

At that highest service class level Hyland GCS commits to a 99.9% uptime.

8.12.2 Provide your standard uptime service and related Service Level Agreement (SLA) criteria.

At that highest service class level Hyland GCS commits to a 99.9% uptime.

8.12.3 Specify and provide the process to be used for the participating entity to call/contact you for support, who will be providing the support, and describe the basis of availability.

Hyland Software's Technical Support department provides first class technical support services to our customers and solution providers. To support the needs of our diverse customer base, Technical Support analysts work day, evening, and night shifts to ensure 24/7 availability. Customers can contact Technical Support through Hyland Community. A customer's assigned support team can be found under My System or by submitting a new support ticket. Technical support is included in the annual maintenance of the software.

8.12.4 Describe the consequences/SLA remedies if the Respondent fails to meet incident response time and incident fix time.

Service outages are considered downtime. When the uptime percentage falls below the Service Class stated uptime threshold, credits are provided.

8.12.5 Describe the firm's procedures and schedules for any planned downtime.

Hyland has no regularly scheduled downtime. When patching is required, Hyland provides two types of maintenance windows: scheduled maintenance and unscheduled maintenance.

Hyland will notify customers of scheduled maintenance that is expected to impact or potentially impact system availability or functionality. The notification will typically be sent at least one week in advance, but not less than 24 hours prior to the specified start time.

Hyland will notify customers of unscheduled maintenance that is expected to impact or potentially impact system availability or functionality. The notification will typically be sent at least 24 hours in advance, but not less than 2 hours prior to the specified start time.

Both scheduled and unscheduled maintenance will be restricted to the hours of 10:00 p.m. to 8:00 a.m., based on the time zone of the impacted data center.

Limitations on the aggregate number of hours of maintenance are determined based on the customer's selected class of service.

8.12.6 Describe the consequences/SLA remedies if disaster recovery metrics are not met.

Financial remedies are provided if SLA commitments are not met. Further information can be provided under an NDA.

8.12.7 Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics.

Monitoring of the Hyland Cloud and hosted solutions are a part of the managed service provided by Hyland GCS. Hyland Global Cloud Services provides network access, security, and continual monitoring services to hosted customers, each service is monitored and tested to support both performance and recoverability. This includes:

- Data center availability and environment services (e.g., power, cooling, fire detection/suppression)
- Network connectivity and support services (e.g., HTTPS, DNS, SFTP)
- Network security services (e.g., firewalls, data encryption, intrusion detection, anti-virus/anti-malware)
- Hyland processing services (e.g., document retrieval and business process workflow)

Further, Hyland Global Cloud Services uses redundant, overlapping bandwidth monitoring applications to ensure accurate usage and quality measurements. Bandwidth is also provisioned on burstable connections to ensure temporary spikes in activity do not result in a degradation of service.

The Hyland suite of products is already a broad and mature enterprise platform that is used in mission critical solutions at thousands of our customers. The platform is optimized for high performance at the database layer regardless of whether you have a large system with billions of documents or a small system under a couple hundred million documents. The system scales effectively for larger systems with tens of thousands of users to smaller systems with just hundreds of concurrent users.

8.12.8 Ability to print historical, statistical, and usage reports locally.

The Hyland product retains logs indefinitely within the solution database. Examples of logged activities include failed and successful authentication events, document retrieval, document printing, etc. Reports can be generated and printed from within the solution.

Hyland GCS can send the following reports to the end user on a monthly basis:

- Total storage utilization
- Document and page counts by Document Type

8.12.9 Offeror must describe whether or not its on-demand deployment is supported 24x365.

The Hyland Cloud is managed service where Hyland GCS deploys the servers and installs the Hyland software within the Hyland Cloud.

8.12.10 Offeror must describe its scale-up and scale-down, and whether it is available 24x365.

The Hyland Cloud is managed service where Hyland GCS provisions the resources to run our software optimally within the cloud.

8.13 (E) CLOUD SECURITY ALLIANCE

Describe and provide your level of disclosure with CSA Star Registry for each Solution offered.

- Completion of a CSA STAR Self-Assessment. (3 points)**
- Completion of Exhibits 1 and 2 to Attachment B. (3 points)**
- Completion of a CSA STAR Attestation, Certification, or Assessment. (4 points)**
- Completion CSA STAR Continuous Monitoring. (5 points)**

Provided are the CSA STAR Self-Assessment, Exhibit 1 to Attachment B and Hyland Cloud CSA Cloud Controls Matrix.

CSA STAR SELF-ASSESSMENT	 CSA STAR Self-Assessment.pdf
EXHIBIT 1 TO ATTACHMENT B	 Exhibit 1 Attachment B.xlsx
HYLAND CLOUD CSA CLOUD CONTROLS MATRIX	 Hyland Cloud CSA Controls Matrix.XLS

8.14 (E) SERVICE PROVISIONING

8.14.1 Describe in detail how your firm processes emergency or rush services implementation requests by a Purchasing Entity.

Hyland GCS works to provide assistance to meet the requirements of a hosted customer. Priority is determined based on business impact.

8.14.2 Describe in detail the standard lead-time for provisioning your Solutions.

The Hyland Cloud provides a new installation in approximately 10 business days. For add-ons the lead-time required is specific to the functionality being implemented.

8.15 (E) BACK UP AND DISASTER PLAN**8.15.1 Ability to apply legal retention periods and disposition by agency per purchasing entity policy and/or legal requirements.**

The Hyland Cloud customer maintains ownership of their hosted data throughout its entire life cycle. Hyland's solution provides the ability to set retention policies that meet a customer's retention policies.

8.15.2 Describe any known inherent disaster recovery risks and provide potential mitigation strategies.

Hyland GCS completes, at minimum, an annual risk assessment that identifies threats and vulnerabilities within the Hyland Cloud Platform which includes documented disaster recovery policies and procedures. Identified risks are monitored and mitigation measures are implemented to decrease risks.

8.15.3 Describe the infrastructure that supports multiple data centers within the United States, each of which supports redundancy, failover capability, and the ability to run large scale applications independently in case one data center is lost.

Hyland GCS has 2 US based data center pairings; Pittsburgh, PA (primary) and Kansas City, KS. (secondary/DR) & Ashburn, VA. (primary) and Cleveland, OH. (secondary/DR). The Hyland Cloud data centers are TIA Tier 3 or higher data centers that are ISO 27001 certified and SOC 1 or SOC 2 audited.

8.16 (E) HOSTING AND PROVISIONING**8.16.1 Documented cloud hosting provisioning processes, and your defined/standard cloud provisioning stack.**

The Hyland Cloud is an N+1 redundant architecture to support high availability. Solution specific resources are provisioned based on the end-user licenses and the functionality for a hosted solution. The Hyland Cloud is designed to support our software optimally within the Hyland Cloud.

8.16.2 Provide tool sets at minimum for:

1. **Deploying new servers (determining configuration for both stand alone or part of an existing server farm, etc.)**
2. **Creating and storing server images for future multiple deployments**
3. **Securing additional storagespace**
4. **Monitoring tools for use by each jurisdiction's authorized personnel – and this should ideally cover components of a public (respondent hosted) or hybrid cloud (including Participating entity resources).**

As a part of the Hyland Cloud managed service, Hyland GCS is responsible for the imaging and deployment of servers, and storage capacity for all hosted solutions. Logs are captured from critical servers and network hosts and maintained in a centralized log repository. These logs are kept in non-repudiation format and kept for 1 year. Access to the central log repository is limited to a small team based on job role. Monitoring of these systems is active and alerts are configured to notify appropriate personnel within the department of potential security or availability incidents. Staff is available/on call 24/7 to respond to alerts from these systems.

8.17 (E) TRIAL AND TESTING PERIODS (PRE- AND POST- PURCHASE)**8.17.1 Describe your testing and training periods that your offer for your service offerings.**

Hyland offers training classes and Hyland Professional Services can provide solution specific training at a billable rate.

It is a Hyland best practice to recommend separate test, training, and development environments. The test and training environments are normally just a copy of the production environment. For hosted solutions (Hyland Cloud), customers can choose to include either a User Testing Lite or a User Testing environment for an additional monthly fee. Both User Testing Lite and User Testing environments are installed in the Hyland Cloud customer's primary data center using the same architecture configuration as with a production installation (however, User Testing environments are not replicated as with a production installation). User Testing Lite environments are for functional testing, and the environment is limited to 100 GB of data. User Testing environments are for both functional and performance testing. Both environments can store production data.

8.17.2 Describe how you intend to provide a test and/or proof of concept environment for evaluation that verifies your ability to meet mandatory requirements.

It is a Hyland best practice to recommend separate test, training, and development environments. The test and training environments are normally just a copy of the production environment. For hosted solutions (Hyland Cloud), customers can choose to include either a User Testing Lite or a User Testing environment for an additional monthly fee. Both User Testing Lite and User Testing environments are installed in the Hyland Cloud customer's primary data center using the same architecture configuration as with a production installation (however, User Testing environments are not replicated as with a production installation). User Testing Lite environments are for functional testing, and the environment is limited to 100 GB of data. User Testing environments are for both functional and performance testing. Both environments can store production data.

8.18.3 Offeror must describe what training and support it provides at no additional cost.

Hyland Software offers comprehensive training courses to provide business unit managers, end users, and system administrators the knowledge that they need to design, install, use, and maintain the Hyland solution. Courses are continuously reviewed and enhanced to offer the most current and relevant material on associated with the Hyland product suite.

Each course is designed to provide students with the knowledge of how the product functions as well as the conditions under which options and capabilities of the product can be leveraged. Separate course tracks are provided based on the responsibilities of the individual with regards to their organization's solution. We have designed educational courses to deliver a hands-on student learning experience. We provide standard course offerings as well as highly customized training for delivery by our professional services personnel and partners. We grant certification status to System Administrators and Workflow Administrators, and to the installation and workflow engineers of our solution providers.

Hyland Software provides education delivered in the classroom (at the customer site or at our corporate campus training facility), self-pace web-based courses, instructor-led web-based classes, training white papers, pre-recorded sessions, and conferences. If the demand for classes exceeds the available courses, additional courses are added to the calendar.

Hyland Software's Education Services team maintains a website, <https://Training.OnBase.com>, with course information, web-based training, schedules, and information on certifications.

Additionally, Education Services offers a Premium Subscription service (<https://training.onbase.com/Premium.aspx>) that will keep you at the cutting edge of Hyland Professional Development by providing you and your organization with hours of on-demand training for one price. Watch alone, as a group, or right before your project begins. Hyland Professional Development has never been so easy to find.

8.18 (E) INTEGRATION AND CUSTOMIZATION**8.18.1 Describe how the Solutions you provide can be integrated to other complementary applications, and if you offer standard-based interface to enable additional integrations.**

Hyland solutions support numerous integration methods. Integration requirements are dictated by a customer's project requirements. Based on the customer's requirements and objectives Hyland will advise how best to support integration requirements.

The Hyland Cloud's standard hosting package provides communication over standard HTTPS or SFTP. Customer firewall ports would need to be configured appropriately to allow this communication. Custom hosting packages that include VPN or MPLS connectivity may require specific firewall rules and router filters. These are subject to mutual agreement between both parties.

8.18.2 Describe the ways to customize and personalize the Solutions you provide to meet the needs of specific Purchasing Entities.

Hyland's solution is a single enterprise information platform for managing content, processes and cases. Our software has transformed thousands of organizations worldwide by empowering them to become more agile, efficient and effective. Hyland's solutions provide enterprise content management (ECM), case management, business process management (BPM), records management and capture all on a single database, code base and content repository. Cloud-based file sharing, called Enterprise file sync and share (EFSS), for our software platform is also available.

Hyland's solution is a single product, not a brand representing a large portfolio of acquired products. By combining all of these capabilities on a single platform, our software serves as a low-code rapid application development platform, which can be utilized to create content-enabled solutions across your entire enterprise.

Hyland's solution meets your IT needs, long into the future because it is:

- **Configurable without code** – Hyland's solution is point-and-click configurable, allowing you to use checkboxes, radio buttons and drop-down menus to quickly configure and easily change solutions. That means no expensive, time-consuming and difficult-to-maintain coding or scripting.
- **Scalable across your organization** – Hyland's software scales as requirements evolve, so you will never outgrow your Hyland system. Start in one department and grow your solution over time as needs and requirements change. Maintain speed and performance, even as you continue to expand and enhance your solution.
- **Easily upgradable** - With Hyland's solution, all your solution components are upgraded together, eliminating the challenges of upgrading multiple custom-coded or point solutions. Take advantage of incremental parallel upgrades, minimizing downtime by allowing more than one version to run simultaneously.

8.19 (E) MARKETING PLAN

Describe your how you intend to market your Solutions to NASPO ValuePoint and Participating Entities.

Hyland markets and sells our products and services primarily through our reseller channel and directly from our Sales team here at Hyland. Government marketing strategies use a mix of best practices that stress face-to-face marketing and thought leadership, web presence, online communities, email campaigns and social media, to reach potential customers and educate them about the value of our products and solutions.

The following represents a comprehensive use of all Hyland's government marketing tactics and recognizes that there are multiple methods for communicating with customers. Hyland pursues all of these as a way to meet customers where they are.

Press Releases – Upon selection, Hyland will create and distribute press releases to appropriate media outlets about selection for participation in the contract. We will also publish this release to the News section of the Hyland website.

Direct Email Campaigns – Utilize automated email campaigns as a way to reach the greatest number of people across many titles and roles in government. Upon selection, we will utilize current lists of customers eligible to purchase through the contract and announce the availability of the Hyland products and services through the contract. Past campaigns for this contract vehicle have been circulated to several thousand eligible contract purchasers.

Additionally, Hyland runs a number of solution-based and CIO campaigns that review the features and functionalities of the Hyland products and services. Typically, Hyland runs approximately 15-18 of these campaigns annually. These campaigns will be enhanced with contract information so recipients understand, and are directed to the contract and information on how to use the contract to purchase Hyland products and services.

Finally, Hyland connects best practice automated campaigns with customized landing pages to offer additional solution information and other content of interest. These campaigns will feature information about how to use the contract to purchase solutions and this information will be part of customized landing pages for these customers. Callers and account managers will reinforce the contract as a procurement vehicle in all follow-up calling to interested customers.

Video – Create and utilize several videos as a way to communicate the value of the Hyland products and services and to demonstrate solutions. In addition, video signage is used at all events. Video will be revised to present contract information and direct potential customers to the NASPO ValuePoint website for purchase procedures and other information.

Events – Attend a number of conferences and trade shows each year. These events are supported by the other elements of this marketing plan. Hyland's selection to participate in the contract will be prominently featured in booth graphics, video signage, collateral and any sessions offered by Hyland.

Websites – We will also update our profile on several association websites (NACo, NASCIO, ICMA, NASTD, NACE, Esri, etc.) to make readers aware of Hyland's presence on the contract. We'll use digital ads to market our participation in the NASPO ValuePoint contract through similar sites that are visited by eligible contract participants.

Organization Participation – As a part of our marketing strategy, Hyland participates in many governmental associations at all levels. Publications and websites for these organizations will be targeted for press releases about Hyland Software's participation and for digital media advertising.

Social Media – Hyland makes use of Twitter, Facebook, the corporate blogs and online communities to publish content, take thought leadership positions and pursue marketing strategies. Announcement of selection will be made throughout these channels. In addition, we will highlight, on a monthly basis, our presence on the contract and use these vehicles to drive traffic to our site as well as the NASPO ValuePoint site.

Sales – Information regarding this specific contract will be added to existing sales playbooks and communicated to partner sellers. Hyland already has a number of pieces that address the burdens of traditional procurement and how NASPO ValuePoint may simplify buying procedures. Internally, future training for new employees will be performed through recorded media and placed within our organization's Sales Academy training. Hyland will provide direct education to Account Managers so they can in turn create education opportunities to our existing customer base. All current or pending opportunities will be reviewed for potential use of the NASPO ValuePoint agreement. Training will be completed externally, onsite and through webinar formats, by Sales Management and the Government Contracts team.

8.20 (E) RELATED VALUE-ADDED SERVICES TO CLOUD SOLUTIONS

Describe the valued-added services that you can provide as part of an awarded contract, e.g. consulting services pre- and post- implementation. Offerors may detail professional services in the RFP limited to assisting offering activities with initial setup, training and access to the services.

Hyland Software's Global Services organization provides a broad range of services; from strategic planning and needs assessment, to solution deployment and training on a global basis. The underlying philosophy of Hyland Global Services is to empower customers to operate, maintain, modify, and extend their Hyland solutions - maximizing the value of their ECM investment and minimizing their total cost of ownership over time. Hyland Global Services team members are employed to develop customer competence with the technology and confidence in the potential solution sets they can develop using Hyland's ECM technology. We use a mentoring approach that builds partnerships, not merely attains customers.

Our intent is to empower our customers because it's the right thing to do. To that end, in our experience, end users want a services relationship built on partnership, not dependency. Our experts lead them in successful projects, which builds confidence and increases their self-sufficiency for future projects and growth. Our services are designed to be highly collaborative. We also share information including providing documentation detailing the project, the personnel involved and often recommendations for next steps.

Available Hyland Software Services include the following:

Enterprise Consulting Services

Enterprise Consulting Services help customers align corporate IT initiatives with their business needs and strategies. Hyland Software staff possess business vertical expertise, as well as ECM deployment experience, which they bring to bear assisting customers develop ECM deployment roadmaps for their organizations.

Enterprise Assessment

Enterprise Assessments address existing customer infrastructure (both physical and human) available to support the deployment of Hyland ECM solutions across the enterprise. As part of the assessment, Hyland Software staff collaborates with customers regarding: risk assessment, high availability and disaster recovery needs, network / storage / server resources, and line of business application deployments and upgrade strategies. Solution life cycle management, capacity planning and scalability recommendations help organizations prepare for future deployments of Hyland solutions.

Project Management

Project Management professionals work with customers and resellers to successfully capture and define requirements, create project plans, manage implementation projects, and prepare themselves for long term success operating, maintaining, and growing their Hyland solutions. Project managers mentor customers - sharing best practices, recommending IT / business unit organizational alignments, and crafting strategies to support end user acceptance of solutions. Project management professionals bring significant vertical solution deployment experience in: healthcare, higher education, financial services, insurance, and government.

Professional Services

The Professional Services Group (PSG) works with customers and resellers to create both document-centric workflow and data-centric software solutions. Hyland Software staff design workflow solutions for a diverse set of business processes, including: accounts payable and receivable, claims processing, human resources, purchasing, loan processing, and check distribution. Hyland Software's project implementation methodology mirrors that promulgated by the Project Management Institute (PMI) and addresses needs from requirements determination through solution development, testing, documentation, training, and go-live support.

Conversion Services

In response to increasing customer demand, Hyland Software has formalized its Conversion Services practice. Methodological approaches to conversion requirements address: "work in process" situations, re-usable conversion utilities, and validation/reporting capabilities. Conversion Services professionals have converted in-place solutions of up to 230 million documents, with complex metadata, annotations, and data value update requirements.

Installation Services

The Installation Services Group delivers a broad range of solutions to customers, employing various combinations of software modules and functionality. At the end of each engagement, the customer receives an installation report and administration guide documenting solution configuration details. The installation report is part of the customer record at Hyland Software, facilitating efficient and effective technical support going forward, even in the absence of detailed knowledge of configuration within the customer organization.

Database Services

The Database Services Group provides customers with database performance assessments, custom reporting capability, business continuity planning, and database platform migration services. Database engineers receive advanced Microsoft and Oracle database training, as well as Hyland specific training to prepare them to handle a wide range of customer requirements. Recognized as Microsoft's database partner of the year, Hyland Software also employs certified Oracle database administrators.

Education Services

The Education Services Group provides resident, off-site, and web-centric educational content and practical learning opportunities to the technical staff of our solution providers and end-user customer system administrators, business unit managers, and end-users. Courses are designed to deliver a hands-on student learning experience. Education Services provides standard course offerings as well as highly customized training for delivery by our professional services personnel and partners. Certification status is granted to Hyland system administrators and workflow administrators, and to the installation and workflow development professionals of Hyland Software's solution providers.

Outsourced System Administration Services

Hyland customers can leverage Hyland Software professional services staff to permanently or intermittently satisfy their system administration and system administrator mentoring needs. As an example, a large international insurance customer and a US-based enterprise healthcare customer both engaged Hyland Software to provide experienced system administrators to anchor the development of their internal staffs during extended deployment of Hyland solutions in their organizations. Customers also have the option of using these services when their system administrators are on vacation, leave, or transitioning responsibilities. Hyland Software has introduced a system administrator mentoring program whereby Hyland Software will provide an on-site or remote mentor to customers for a fixed period of time, grooming them, in apprentice fashion, to execute their assigned duties. The Hyland Software Education Services Group supports this initiative with weekly, web-delivered, operational tips and how-to guides to alumni of its education program.

8.22 (E) SUPPORTING INFRASTRUCTURE

8.22.1 Describe what infrastructure is required by the Purchasing Entity to support your Solutions or deployment models.

The Hyland Cloud's standard hosting package provides communication over standard HTTPS or SFTP. Customer firewall ports would need to be configured appropriately to allow this communication. Custom hosting packages that include VPN or MPLS connectivity may require specific firewall rules and router filters. These are subject to mutual agreement between both parties.

The Hyland Cloud customer is responsible for end user devices (including compatibility requirements).

8.22.2 If required, who will be responsible for installation of new infrastructure and who will incur those costs

Hyland GCS, as a part of the standard managed Hyland Cloud offering provides the infrastructure to host a solution. Hyland Cloud fees are associated with software licensing and the associated hosting fees based on the service class level chosen.

Notice

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The information in this document may contain technical data as defined by the Export Administration Regulations (EAR) and is subject to the Export Control Laws of the U.S. Government and may be subject to the export controls laws of your entity's local jurisdiction. Transfer of such data by any means to a foreign person, whether in the United States or abroad without proper export authorization or other approval from the U.S. Government and the export authority of your entity's jurisdiction is strictly prohibited.

HYLAND MASTER SUBSCRIPTION AGREEMENT

This Master Software License, Support and Services Agreement consists of this document and the following attached schedules (collectively the "Agreement"):

- ☐ Initial Purchase Table Schedule
- ☐ General Terms Schedule
- ☐ SaaS Schedule (includes Hosting Acceptable Use Policy Attachment and SaaS Security Attachment)
- ☐ Enterprise Terms Schedule
- ☐ Professional Services Schedule

All Software, Work Products, Maintenance and Support, and Professional Services which may be licensed or purchased by Customer from Hyland from time to time 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.

"CUSTOMER"

By:

Print Name:

Title:

Date:

Tax Information:

___ (1) Exempt (Provide Tax Exemption Form)

___ (2) Non-Exempt

"HYLAND

By:

Print Name:

Title:

Date:

Hyland Legal

Approved By:

Date:

INITIAL PURCHASE TABLE SCHEDULE

PURCHASE TABLE (SAAS)

INITIAL COMPONENTS OF HOSTED SOLUTION	
Initial Software licensed:	
OnBase® Information Management System	Quantity
Encrypted Disk Groups	1
Encrypted Alpha Keywords	1
Initial Service Class Package: _____	
Initial data storage allocation: _____ terabytes	
Initial data center location: Primary: US Secondary: US	

INITIAL FEES FOR INITIAL COMPONENTS OF THE HOSTED SOLUTION:		
	Subscription Fees	Hosting Fees
Year 1	\$/year	\$/year
Year 2	\$/year	\$/year
Year 3	\$/year	\$/year
Initial Hosted Solution setup and activation		Initial Set Up Fees
		\$

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. The Defined Terms in Section 9 of these General Terms define the terms used throughout these General Terms as well as the Schedules.

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 in accordance with their terms.

1.2 Termination.

1.2.1 *By Customer*. Except as otherwise stated in a Schedule, Customer may terminate any Schedule for any reason or for no reason, upon not less than thirty (30) days advance written notice to Hyland to such effect.

1.2.2 *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 a Software License Schedule or Software License and Maintenance Schedule – Subscription or a SaaS Schedule, each of which are considered for all purposes to be material provisions of this Agreement.

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

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

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

1.3.2 *Survival of Certain Obligations*. All provisions of this Agreement or of an applicable Schedule, which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to all sections of these General Terms (except Section 8.12).

1.3.3 *Termination of a Schedule*. If a Software License Schedule - Perpetual or a Software License and Maintenance Schedule – Subscription or a SaaS Schedule 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 the Initial 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 each invoice issued hereunder net thirty (30) days from the date of Customer’s receipt of such invoice.

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. If, prior to the due date for payment under any invoice, Customer notifies Hyland in writing that it disputes all or any portion of an amount invoiced, both parties will use reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any amount remains disputed in good faith after such (30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties' executive managers are unable to resolve the dispute within ten (10) calendar days of such meeting, either party thereafter may file litigation in a court of competent jurisdiction under Section 8.1 of these General Terms to seek resolution of the dispute.

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 those amounts properly disputed in accordance with Section 2.5 of these General Terms) under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts invoiced hereunder (except those amounts properly disputed in accordance with Section 2.5 of these General Terms), which default continues unremedied for at least thirty (30) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease 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.

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 prepay for training, then such prepaid training shall expire twelve (12) months from the date Hyland accepts Customer's purchase order for such training.

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 (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order. 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 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, 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, Innovations or Work Products are transferred to Customer. Customer agrees to take all reasonable steps to protect all Work Products and Innovations, and any related Documentation, delivered by Hyland to Customer under this Agreement from unauthorized copying or use. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software or Work Products, except for the limited express rights granted in a Software License Schedule – Perpetual or a Software License and Maintenance Schedule – Subscription or a SaaS Schedule. 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, 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.

4.2 Prohibited Acts. 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 or Third Party Software; (b) sell, transfer, rent, lease or sublicense the Software, Work Products, Documentation, Third Party Software, or Third Party Software documentation to any third party; (c) except as expressly permitted with respect to Work Products, alter or modify the Software, Work Products, Documentation or Third Party Software; or (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Software, Work Products, Documentation or Third Party Software, 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, HOSTED SOLUTION (INCLUDING ANY SOFTWARE OR HARDWARE), WORK PRODUCTS, INNOVATIONS, INFORMATION, MAINTENANCE AND SUPPORT, HOSTING SERVICES, 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, HOSTING 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 OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN A HOSTING SCHEDULE, 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, MAINTENANCE AND SUPPORT, HOSTING SERVICES AND PROFESSIONAL SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

5.3 HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE OR WORK PRODUCTS USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE 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 EXCEPT AS PROVIDED IN SECTION 6.3 BELOW, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY (INCLUDING IN THE CASE OF HYLAND, ITS SUPPLIERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY TYPE OF CLAIM FOR LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, WORK PRODUCTS OR SERVICES, OR LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, EXPENSES OR COSTS.

6.2 EXCEPT AS PROVIDED IN SECTION 6.3 BELOW, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, HYLAND AND ITS SUPPLIERS' MAXIMUM LIABILITY ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED: (A) WITH RESPECT TO ALL CLAIMS ARISING OUT OF A CUSTOMER DATA INCIDENT (AS DEFINED WITH RESPECT TO A SOFTWARE-AS-A-SERVICE SCHEDULE), THREE (3) TIMES ALL FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO HYLAND AS DESCRIBED IN THIS AGREEMENT DURING THE YEAR IN WHICH SUCH CUSTOMER DATA INCIDENT OCCURRED; AND (B) WITH RESPECT TO CLAIMS BASED UPON ALL OTHER MATTERS, THE AMOUNT OF FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO HYLAND AS DESCRIBED IN THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY OF THE FOREGOING, IN NO EVENT SHALL MICROSOFT, AS A SUPPLIER TO HYLAND OF THIRD PARTY SOFTWARE BUNDLED WITH

THE SOFTWARE LICENSED UNDER THIS AGREEMENT, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS (\$5.00).

6.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS OF SECTIONS 6.1 AND 6.2(B) ABOVE, AS APPLICABLE, SHALL NOT APPLY WITH RESPECT TO: (1) ANY CLAIMS, LOSSES OR DAMAGES OF THIRD PARTIES THAT ARE SUBJECT TO THE RESPONSIBLE PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (2) ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THE RESPONSIBLE PARTY'S BREACH OF SECTION 3 (CONFIDENTIAL INFORMATION) (EXCEPT WITH RESPECT TO CUSTOMER DATA AS DEFINED FOR A HOSTING SCHEDULE); OR (3) ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S OR CONTRACTOR'S PROHIBITED ACTS.

6.4 IF CUSTOMER USES THE SOFTWARE IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IS AN ADVISORY DEVICE AND IS NOT A SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF THE CUSTOMER'S USERS OF THE SOFTWARE. IN ADDITION TO THE LIMITATIONS OF LIABILITY PROVIDED IN THE GENERAL TERM SCHEDULE, HYLAND SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OF THE SOFTWARE AS AN ADVISORY DEVICE.

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. GENERAL PROVISIONS.

8.1 **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.

8.2 **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.

8.3 **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.

8.4 **Integration.** This Agreement, including any and all exhibits and schedules referred to herein and any Service Proposal, 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. 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.

8.5 **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: (a) when sent and made in writing by either (1)(A) registered U.S. mail, (B) certified U.S. mail, return receipt requested, or (C) reputable, national overnight courier, in any such case addressed and sent to Hyland at 28500

Clemens Road, Westlake, OH 44145 Attn: General Counsel and to Customer at _____, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

8.6 **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 8.6 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.

8.7 **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.

8.8 **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.

8.9 **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.

8.10 **Export.** The Software, Third Party Software, Work Products and Documentation 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, Third Party Software, 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, Third Party Software, 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, Third Party Software, 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.

8.11 **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.

8.12 **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, the Software, Customer's use of the Software, the benefits Customer has derived from the Software 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 Software solution 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 the Software 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.

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

8.14 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.

8.15 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.

8.16 ShareBase Software. Customer is purchasing the ShareBase Software for the prices set forth in the Initial Purchase Table. The ShareBase Software is not governed by the terms of this Agreement, but instead is subject to the ShareBase by Hyland Terms of Use and Subscription, which is available for download at Hyland's ShareBase website, currently <https://app.sharebase.com/legal/terms-of-service/>, <https://app.sharebase.com/legal/privacy-policy/>, and <https://app.sharebase.com/legal/acceptable-use-policy/>.

9. DEFINED TERMS.

"Customer" means _____

"Delivery" means:

(a) in the case of Software: (1) for any Software module included in the initial Software referenced in the Initial Purchase Table Schedule, by the electronic downloading of such Software onto Customer's systems, or such Software being made available by Hyland to Customer for electronic download onto Customer's systems from a location identified by Hyland to Customer; or (2) in the case of any later licensed Software module, by the Delivery (in accordance with subparagraph (b) below) by Hyland to Customer of a Production Certificate which includes such Software module; and

(b) in the case of a Production Certificate, by Hyland either shipping (physically or electronically) the Production Certificate to Customer or making the Production Certificate available for electronic download by Customer from a location identified by Hyland to Customer (including through one of Hyland's authorized solution providers).

"Documentation" means: (a) in the case of the Software: (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; or (b) in the case of any Work Product, the Specifications (if any) for the Work Product.

"Effective Date" means (i) as used in these General Terms and any Schedule included in this Agreement upon such Effective Date, 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 is signed by the last party that signs such amendment, 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).

"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.

“Prohibited Acts” mean 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 or (ii) contrary to Section 4 of these General Terms.

“Professional Services” means any professional services provided by Hyland under a Services Proposal, including but not limited to those services listed at <https://www.hyland.com/community>. 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 Professional Services 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.

“Software” means: (a) Hyland’s proprietary software products, listed in the Initial 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 Maintenance and Support or received under a SaaS Schedule.; and (2) does not include the ShareBase™ Software.

“Specifications” means the definitive, final functional specifications for Work Products, if any, produced by Hyland under a Services Proposal.

“Upgrades and Enhancements” means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that Hyland makes available to Customer or to Hyland’s end users generally during the term of a Maintenance Schedule or Software License and Maintenance Schedule – Subscription or a SaaS 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.

“Working Hour” means the services of one (1) person for a period of one (1) hour (or any part thereof) during regular business hours, and shall include the travel time during which Hyland’s resource(s) is required to travel outside of the metropolitan area in which such Hyland resource(s) regularly works when not at a third party location; provided that time spent commuting from a local place of residence (including a hotel) to a work location in the same metropolitan area will not be included in travel time.

“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.

SOFTWARE-AS-A-SERVICE SCHEDULE

This Software-as-a-Service Schedule ("SaaS Schedule") is part of the Hyland Master Agreement entered into between Customer and Hyland. All capitalized terms not defined in this Schedule shall have the meaning ascribed them in the General Terms.

1. HOSTING SERVICES

1.1 General. During the term of this SaaS Schedule Hyland will: (a) make the Hosted Solution available to Customer pursuant to this SaaS Schedule, the SaaS Security Attachment, the Process Manual and Service Class Manual; and (b) only use Customer Data to provide the Hosted Solution and related services, to prevent or address service or technical problems, or in accordance with Customer's instructions.

1.2 Process Manual. Prior to or on the Effective Date, Hyland has delivered a then-current copy of the Process Manual to Customer. After the Effective Date, Hyland will have the right to modify the Process Manual (including the right to issue an entirely restated Process Manual) from time to time. The modifications or the revised Process Manual will be effective thirty (30) days after Hyland provides written notice to Customer informing Customer of Hyland's posting of such modifications or revisions on the website identified in such notice. If the changes to the Process Manual materially adversely affect the services provided to Customer under the Process Manual, Customer may terminate this SaaS Schedule by written notice delivered to Hyland within 30 days of Customer's receipt of such notice from Hyland. Such termination shall be effective thirty (30) days after Hyland's receipt of Customer's written notice. In the event of any conflict between any provisions in the Process Manual and this SaaS Schedule, this SaaS Schedule shall prevail.

1.3 Service Class. Prior to or on the Effective Date, Hyland has delivered a then-current copy of the Service Class Manual to Customer. After the Effective Date, Hyland will have the right to modify the Service Class Manual (including the right to issue an entirely restated Service Class Manual) from time to time. The modifications or the revised Service Class Manual will be effective thirty (30) days after Hyland provides written notice to Customer informing Customer of Hyland's posting of such modifications or revisions on the website identified in such notice. Notwithstanding the foregoing no modifications of the Service Class Manual relating to Customer's then-current Service Class will be effective until the next renewal of this SaaS Schedule. The initial Service Class purchased by Customer is set forth in the Initial Purchase Table Schedule. Customer may upgrade the Service Class at any time, but may downgrade such Service Class only after the expiration of the Initial Term (as defined below) of this SaaS Schedule. In the event Customer elects to downgrade such Service Class, such downgrade will not be effective until the beginning of the next renewal of this SaaS Schedule. To modify a Service Class selection, Customer must submit a purchase order indicating the new Service Class.

1.4 Return of Customer Data and Deletion. Upon termination or expiration of this SaaS Schedule for any reason:

(a) Upon written request by Customer to Hyland sent to cloud@hyland.com made within thirty (30) days after the effective date of any such termination or expiration for Customer Data extraction services ("Notice of Return of Customer Data"), Hyland will either: (1) return Customer Data to Customer by providing: Customer Data on one (1) or more encrypted hard drives or other similar media and an export file containing the relevant keyword values and related file locations for the Customer Data or (2) make available to Customer the Customer Data for extraction via SFTP. Hyland will work with Customer on determining the extraction method most suitable to meet Customer's requirements. Customer acknowledges and agrees that thirty (30) days after Hyland has sent or made available to Customer the Customer Data, Hyland shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all such Customer Data from all of Hyland's datacenters, including all replicated copies.

(b) Upon written request by Customer to Hyland sent to cloud@hyland.com made within thirty (30) days after the effective date of any such termination or expiration for the deletion of Customer Data ("Notice of Deletion of Customer Data"), Hyland will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data from all of Hyland's datacenters, including all replicated copies.

(c) If Customer does not provide the Notice of Return of Customer Data or the Notice of Deletion of Customer Data in accordance with paragraph (a) or (b) above, Customer acknowledges and agrees that thirty (30) days after any termination or expiration of this SaaS Schedule, Hyland will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data from all of Hyland's datacenters, including all replicated copies.

1.5 Data Location. Hyland shall store Customer Data at data centers located in the country(ies) indicated in the Initial Purchase Table. Hyland may, at its expense, change the location of the Customer Data to other data centers; provided that such locations remain in that country.

2. GRANT OF RIGHTS AND PROHIBITED ACTS.

2.1 **Hosted Solution Use Grant.** During the term of this SaaS Schedule, Hyland grants to Customer a revocable, non-exclusive, non-assignable (except as provided in the General Terms), limited right to use the Hosted Solution as provided by Hyland, and the associated Documentation, solely for use by Customer and its Users for the internal business purposes of Customer, and only for capturing, storing, processing and accessing Customer's data.

The Hosted Solution is for use by Customer and its Users and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer and its Users shall not make any use of the Hosted Solution in any manner not expressly permitted by this SaaS Schedule. Customer acknowledges that it may only access Customer Data via the Hosted Solution and shall only access the Hosted Solution in a manner consistent with this SaaS Schedule and the Documentation. Customer further acknowledges that all components of the Hosted Solution made available by Hyland, including any components downloaded or installed locally on Customer's or Users' systems, are solely for use with the Hosted Solution and are not intended to be used on a stand-alone basis.

2.2 **Volume Use Restriction.** There are certain Software products that Hyland makes available and which Customer may purchase for use as part of the Hosted Solution that are volume-based and may: (i) no longer function if applicable volume limits have been exceeded; (ii) require Customer to pay additional fees based on Customer's volume usage; or (iii) include functionality which monitors or tracks Customer usage and reports that usage. Customer may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars.

2.3 **Test Environments.** Customer may purchase limited access to Testing Environments or Testing Lite Environments, or both. Hyland agrees that the security measures described in the SaaS Security Attachment are also applied to the Testing Environment and Testing Lite Environment. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Testing Environment and Testing Lite Environment. If, at any time, Customer is not satisfied with the Testing Environment or Testing Lite Environment, Customer's sole and exclusive remedy shall be to stop using the Testing Environment or Testing Lite Environment.

2.4 **No High Risk Use.** The Hosted Solution is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Hosted Solution is not designed or intended for use in any situation where failure or fault of any kind of the Hosted Solution could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). Customer is not permitted to use the Hosted Solution 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 Hosted Solution for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Customer agrees not to use, distribute, license, or grant the use of the Hosted Solution 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 Hosted Solution in connection with any High Risk Use.

2.5 **Audit Rights.** Upon reasonable notice to Customer, Hyland shall be permitted access to audit Customer's use of the Hosted Solution solely in order to determine Customer's compliance with the grant of use and pricing terms of the Agreement and this SaaS Schedule. Customer shall reasonably cooperate with Hyland with respect to its performance of such audit. 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.

2.6 **Third Party Services and Content.** The Hosted Solution may contain functionality which allows Customer to: (a) access, link or integrate the Hosted Solution with Customer's applications or applications or services provided by third parties and (b) access third party websites and content. Hyland has no responsibility for such applications or services, websites or content and shall have no responsibility for any disclosure, modification or deletion of Customer Data resulting from any such access or use by such applications or services. Any activities engaged in by Customer or any of its Users with such third parties using the Hosted Solution is solely between Customer and such third party and Hyland has no liability, obligation or responsibility for any such activities. Hyland does not endorse any third party web sites, applications or services that may be linked or integrated through the Hosted Solution. Hyland is not responsible for any third party content, products or materials purchased, accessed or used by Customer or its Users using the Hosted Solution.

2.7 **Prohibited Acts.** Customer agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear during the use of the Hosted Solution; (b) sell, transfer, rent, lease or sub-license the Hosted Solution to any third party; (c) alter or modify the Hosted Solution; (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Hosted Solution, or prepare derivative works therefrom; or (e) use the Hosted Solution or permit it to be used for the

purposes of evaluation, benchmarking, or other comparative analysis intended for external publication without Hyland's prior written consent.

3. PRICES, INVOICES AND PAYMENT

3.1 Initial Setup Fees. Hyland will invoice Customer for Initial Setup Fees in the amount set forth in the Initial Purchase Table Schedule promptly following the Effective Date. Hyland will invoice Customer for Initial Setup Fees upon each additional purchase of Software for the Hosted Solution upon acceptance of Customer's purchase order for such Software.

3.2 Subscription Fees and Hosting Fees. Customer shall pay Subscription Fees and Hosting Fees to Hyland for the Hosted Solution in such amounts as are invoiced by Hyland; provided, that during the Initial Term, Customer shall pay Subscription Fees and Hosting Fees to Hyland for the Hosted Solution as initially composed in accordance with the Initial Purchase Table. Hyland will invoice Customer on or after the Effective Date for Subscription Fees and Hosting Fees for the first year of the Initial Term. For any subsequent years, Hyland will invoice Customer for Subscription Fees and Hosting Fees at least sixty (60) days prior to the beginning of such year, and such invoice shall be due and payable by Customer to Hyland before the beginning of such year. In the event Customer adds Software modules for the Hosted Solution, Hyland will invoice Customer for Subscription Fees and Hosting Fees for such additional Software modules on a prorated basis upon Hyland's acceptance of the purchase order for such additional Software modules. Thereafter, Subscription Fees and Hosting Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.

3.3 Consumption Fees. Hyland will invoice Customer for any Consumption Fees, monthly in arrears, promptly upon the end of the month to which such Consumption Fees relate. Consumption Fees will be due for a month if at any time during such month the amount of Customer Data stored in the Hosted Solution exceeds Customer's data storage allocation as set forth in the Initial Purchase Table.

3.4 Other Fees. If Customer procures and Hyland provides any other services or deliverables in connection with the Hosted Solution that are not covered by the fees and charges described in Sections 3.1 through 3.3 above, Hyland will invoice Customer for such other fees or charges based upon Hyland's then current list prices or the pricing that the parties have mutually agreed upon in connection with such other services or deliverables.

4. OWNERSHIP OF HOSTED SOLUTION. Hyland and its suppliers own the Hosted Solution, any and all computer hardware and telecommunications or other equipment and computer software, included in the Hosted Solution, and including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the components of the Hosted Solution. The Hosted Solution and other software components of the Hosted Solution are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Hosted Solution or other hardware or software components of the Hosted Solution are transferred to Customer. Customer agrees that nothing in this SaaS Schedule or associated documents gives it any right, title or interest in or to any of the foregoing, except for the limited express rights granted in this SaaS Schedule. THIS SAAS SCHEDULE 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 Hosted Solution.

5. U.S. GOVERNMENT END USERS. To the extent applicable to Customer, the terms and conditions of the Agreement shall pertain to the U.S. Government's use and/or disclosure of the Hosted Solution, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of the Agreement and/or the delivery of the Hosted Solution, the U.S. Government hereby agrees that the Software, Third Party Software and Work Products included in the Hosted Solution 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 Work Products 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 Hosted Solution to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Hosted Solution or Documentation by the U.S. Government is subject solely to the terms of the Agreement, as stated in DFARS 227.7202, and the terms of the Agreement shall supersede any conflicting contractual term or conditions.

6. SUPPORT SERVICES.

6.1 HOSTED SOLUTION SUPPORT TERMS. Hyland will provide Hosted Solution Support in accordance with this Section and the 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 the Hosted Solution, including assistance and advice related to the operation of the Hosted Solution.

(b) Error Correction Services. With respect to any issues or errors in the Hosted Solution which are reported by Customer and which are confirmed by Hyland, Hyland will use its reasonable efforts to correct such issue or error, which may be effected by a commercially reasonable workaround. Hyland shall promptly commence to confirm any reported issues or errors after receipt of a proper report of such suspected issue or error from Customer in accordance with the Support Prioritization Attachment. Hyland may elect to correct the issue or error by updating or upgrading the applicable component of the Hosted Solution to a new build or version.

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

(1) Customer Reporting Requirements. When requesting support services, Customer must report problems, issues, and errors via Hyland's secure end user website (currently www.hyland.com/community), except that Customer may call 440-788-5600 for Level 1 and Level 2 Severity Levels. In the case of reporting a problem, issue, or error with the Hosted Solution, Customer will provide Hyland with as much information and access to systems as reasonably possible to enable Hyland to investigate and attempt to identify and verify the problem, issue or error. Customer will work with Hyland support personnel during the problem isolation process, as reasonably needed. Customer will notify Hyland of any configuration changes it has made to the Hosted Solution, such as workflow configuration changes, network installation/expansion, integrations, upgrades, relocations, etc.

(2) Hyland Response Procedures. Hyland shall respond to all reports in accordance with the Support Prioritization Attachment. Hyland: (a) will respond based on the confirmed severity level; (b) may reclassify severity levels as it learns information about such problems, issues or errors during the resolution process; and (c) obligations for a reported issue or error concludes upon delivery of a Resolution in accordance with the Support Prioritization Attachment.

(d) Software Upgrades and Enhancements. Hyland will make available, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site (currently www.hyland.com/community), all Upgrades and Enhancements to the Software, if and when released during the term of this SaaS Schedule.

(e) Update, Upgrade, Change or Replacement of Components of the Hosted Solution. Hyland may update or upgrade the build or version of the Software used in the Hosted Solution from time to time at Hyland's expense. Hyland also may change, replace, update or upgrade the hardware or other software components of the Hosted Solution from time to time. Customer agrees to collaborate with Hyland and assist Hyland in connection with the completion of installation and testing of any update or upgrade related to the Hosted Solution.

6.2 EXCLUSIONS.

(a) Generally. Hyland is not responsible for providing, or obligated to provide, Hosted Solution Support: (1) in connection with any errors, defects or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Hosted Solution or from any error or defect in any configuration of any component of the Hosted Solution, which activities in any such case were undertaken by any party other than Hyland or a party retained by Hyland; (2) in connection with any error or defect or problem in any other component of the Hosted Solution if Hyland has previously made available corrections for such error or defect which Customer fails to implement; (3) in connection with any errors, defects or problems which have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in any software, hardware or system or networking which is not a part of the Hosted Solution; (4) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Hosted Solution Support to Customer with respect to the Hosted Solution; or (5) in connection with any questions related to the operation or use of the Software application programming interfaces (APIs); or in connection with any errors, defects or problems with Work Products. Support relating to Work Products and the operation or use of APIs may be provided, on a case-by-case basis, as mutually agreed to in an applicable Services Proposal which outlines Professional Services for such support activities.

7. SECURITY. During the term of this SaaS Schedule, Hyland shall maintain a security program which shall conform to the SaaS Security Attachment, attached hereto. In the event that any terms in the SaaS Security Attachment conflict with any terms in the Process Manual, the SaaS Security Attachment shall control.

8. CERTAIN RESPONSIBILITIES AND OBLIGATIONS OF CUSTOMER.

8.1 Customer Responsibilities. In connection with the relationship established between Customer and Hyland under this SaaS Schedule:

(a) except as otherwise expressly permitted under the terms of this SaaS Schedule, Customer will not permit or authorize any third parties (such as persons or legal entities) to use the Hosted Solution;

(b) Customer will comply with Hyland's Acceptable Use Policy, as in effect from time to time, a copy of the current form of which is attached hereto as Attachment A;

(c) Customer is responsible for all Users use and all access through Customer and its Users of the Hosted Solution and compliance with this SaaS Schedule and the Agreement;

(d) Customer has sole responsibility for the accuracy, quality, content and legality of all Customer Data;

(e) Customer shall prohibit unauthorized access to, or use of, the Hosted Solution and shall notify Hyland promptly of any such unauthorized access or use;

(f) Customer understands and agrees: (a) its use of the Hosted Solution and compliance with any terms and conditions under this SaaS Schedule and the Agreement does not constitute compliance with any law and (b) Customer has an independent duty to comply with any and all laws applicable to it.

(g) Customer designates the initial Customer Security Administrator as [CUSTOMER TO COMPLETE WITH INDIVIDUAL'S NAME AND EMAIL]. "Customer Security Administrators" (also referred to as "CSA" or "CSAs") are individuals designated by Customer who are authorized to submit Hosted Solution configuration change requests, speak authoritatively on behalf of Customer's Hosted Solutions and shall receive and provide, as applicable, all notifications related to maintenance, security, service failures and the like. If Customer fails to designate the initial CSA, Hyland may at its option, designate the initial CSA as the individual who executed the Agreement on behalf of Customer.

(h) Customer may give any of its Users the rights to act as a system administrator, through the configuration tools included in the Software for the Hosted Solution. Hyland has no responsibility or obligations in connection with Customer's internal management or administration of Customer's Hosted Solution.

8.2 Export. The Hosted Solution and related documentation are subject to the export controls laws and regulations of the United States and other jurisdictions. Customer agrees not to provide access to or export either directly or indirectly any of the components of the Hosted Solution or related documentation in violation of the export control laws of the United States or other applicable jurisdictions. Customer agrees that it will not provide access to or export or re-export any components of the Hosted Solution or related documentation to a country that is subject to a U.S. embargo (such embargoed countries as of the Effective Date include, but are not limited to, Cuba, Iran, North Korea, Sudan and Syria) under the U.S. Department of Commerce Export Administration Regulations and U.S. Department of State International Traffic in Arms Regulations. Customer will not provide access to or export or re-export any components of the Hosted Solution (or any related documentation) to any prohibited person or entity in violation of U.S. export laws as described above (for more information visit: <http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>). Customer shall not use the Hosted Solution (or any related documentation) for any prohibited end uses under applicable laws and regulations of the United States laws 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 or other jurisdictions.

8.3 Customer Internet Connection. Customer is responsible for obtaining and maintaining all software, hardware (including without limitation network systems), telephonic or other communications circuits, and Internet Service Provider relationships that are necessary or appropriate for Customer to properly access and use the Hosted Solution. Hyland shall have no responsibility or liability under this SaaS Schedule for any unavailability or failure of, or nonconformity or defect in, the Hosted Solution that is caused by or related in any manner to any failure of Customer to obtain and maintain all such software, hardware, equipment and relationships.

9. LIMITED WARRANTIES

9.1 Hosted Solution Limited Warranty. Hyland warrants to Customer that during the term of this SaaS Schedule the Hosted Solution 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 Hosted Solution if: (a) any component of the Hosted Solution has been modified, misused or abused by Customer or a third party, (ii) any such non-conformity arises from or is related to problems within or impacting Customer's computing environment, including any Customer third party software applications, hardware, network or internet connectivity, or (iii) if the Hosted Solution is used in combination with equipment or software other than that which is provided by Hyland or is consistent with the Documentation.

9.2 Hosted Solution Warranty Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranties under Section 5.1 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 Hosted Solution, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (b) if Hyland determines that correcting the non-conformity is not commercially practicable, then terminate this SaaS Schedule with respect to the non-conforming component, in which event, upon compliance by Customer with its obligations under Section 11.2 of this SaaS Schedule, Hyland will provide a refund to Customer of the "unused portion of pre-paid Hosting Fees and Subscription Fees" (as defined below) paid by Customer and attributable to the non-conforming component. The "unused portion of the prepaid Subscription Fees and Hosting Fees" shall mean an amount equal to the total Subscription Fees and Hosting Fees paid by Customer for the non-conforming portion of the Hosted Solution 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).

9.3 Customer Limited Warranty. Customer represents and warrants to Hyland that: (a) Customer and its Users are the legal custodian of the Customer Data and it has the right and authority to use the Hosted Solution in connection with all Customer Data and other materials hereunder; (b) Customer will use reasonable efforts to ensure that any Customer Data submitted to Hyland via electronic media will be free of viruses; and (c) anyone submitting Customer Data to Hyland for use in connection with the Hosted Solution or Professional Services has the legal authority to do so, either through ownership of the Customer Data or by obtaining appropriate authorizations therefor, and that submission of Customer Data does not violate any contracts, agreements, or any applicable law. Customer is responsible for all Customer Data that is submitted to Hyland for use in connection with the Hosted Solution or Professional Services.

10. INFRINGEMENT INDEMNIFICATION.

10.1 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 Hosted Solution of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (a) is notified promptly after Customer receives notice of such claim; (b) is solely in charge of the defense of and any settlement negotiations with respect to such claim, provided, that Hyland will not settle any such claim without the prior written consent of Customer if such settlement contains a stipulation to or admission or acknowledgement of any liability or wrongdoing on the part of or otherwise requires payment by Customer; (c) receives Customer's reasonable cooperation in the defense or settlement of such claim; and (d) has the right, upon either the occurrence of or the likelihood (in the opinion of Hyland) of the occurrence of a finding of infringement or misappropriation, either to procure for Customer the right to continue use of the Hosted Solution, or to replace the relevant portions of the Hosted Solution with other equivalent, non-infringing portions. If Hyland is unable to accomplish either of the options set forth in the preceding sentence, Hyland shall terminate this SaaS Schedule upon thirty (30) days advance written notice to Customer and refund to Customer the "unused portion of prepaid Hosting Fees and Subscriptions Fees" as defined below paid during the then current term (or applicable twelve-month period within the Initial Term). For these purposes, the "unused portion of prepaid Hosting Fees and Subscription Fees" shall mean an amount equal to the total Hosting Fees and Subscription Fees paid by Customer for the term (or applicable twelve-month period within the Initial Term) during which termination occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such termination occurs, and the denominator of which shall be twelve (12). Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer to the extent that such claims arise from: (v) any Customer Data; (w) use of the Hosted Solution other than as expressly permitted by this SaaS Schedule and the Agreement; (x) the combination of the Hosted Solution or any component thereof with any product not furnished by Hyland; (y) the modification or addition of any component of the Hosted Solution, other than by Hyland or any of its authorized resellers specifically retained by Hyland to provide such modification or addition; or (z) the Customer's business methods or processes.

10.2 THIS SECTION 10 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 HOSTED SOLUTION.

11. TERM; TERMINATION.

11.1 TERM. Subject to the early termination provisions below, the initial term of this SaaS 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 SaaS Schedule shall terminate at the end of the then current term. Either party may terminate this SaaS Schedule pursuant to Section 1.2.2 of the General Terms; Section 1.2.1 of the General Terms shall not apply to this

SaaS Schedule. In addition, if, in the reasonable opinion of Customer or Hyland, the compliance by either party with the terms of this SaaS Schedule will be in violation of any law or regulation implemented or modified after the commencement of Hosting Services provided pursuant to this SaaS Schedule, Customer or Hyland, as the case may be, may terminate this SaaS Schedule upon thirty (30) days written notice to the other party.

11.2 Effects of Termination. Immediately upon any termination or expiration of this SaaS Schedule, Customer shall cease any and all uses of or access to the Hosted Solution and Documentation.

11.3 Transition Period Upon Termination. Except in the case of termination by Hyland due to Customer's breach of this SaaS Schedule or the Agreement, in the event of any other termination of this SaaS Schedule or the Agreement, Hyland shall, upon Customer's request, continue to provide Hosting Services, Hosted Solution Support and access to the Hosted Solution (except where Hyland is enjoined) pursuant to the terms of this SaaS Schedule and the Agreement for a period of up to ninety (90) calendar days following such a termination (the "Transition Period"), provided Customer pays all applicable Hosting Fees, Subscription Fees and Consumption Fees for such Transition Period plus an additional five percent (5%) of such fees. During such Transition Period, both parties will reasonably cooperate and use their commercially reasonable efforts to provide for an orderly transition that is designed to minimize the disruption to Customer's business operations. Such cooperation and assistance will be limited to Professional Services consisting of consulting services and subject to Hyland's then-current rates for such Professional Services which will be set out in a purchase order or a Services Proposal in accordance with the Professional Services Schedule to this Agreement.

12. COMPLIANCE WITH LAWS. Subject to Section 11 above, Hyland agrees to comply in all material respects with all laws applicable to Hyland in its performance of services under this SaaS Schedule.

13. SAAS SCHEDULE DEFINED TERMS.

"Consumption Fees" means the amounts payable by Customer for storage of data and information in the Hosted Solution in excess of the data storage allocation set forth in the Initial Purchase Table Schedule for the Hosted Solution.

"Customer Data" means any and all electronic data and information of Customer or Users stored within the Hosted Solution.

"Customer Data Incident" means an unauthorized disclosure of Customer Data resulting from Hyland's failure to comply with the SaaS Security Attachment. Without limitation, Customer Data Incident does not include any of the following that results in no unauthorized access to Customer Data or to any Hyland's systems storing Customer Data: (a) pings and other broadcast attacks on firewalls or edge servers; (b) port scans; (c) unsuccessful log-on attempts; (d) denial of service attacks; or (e) packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers).

"Host Web Site" means the web site hosted by Hyland as part of the Hosted Solution on a web server included in the Network, through which Customer will access the Software and Customer Data stored using the Software.

"Hosted Solution" means a Host Web Site, Network, Software, Third Party Software and Hosting Services provided, collectively, by Hyland under this Agreement.

"Hosted Solution Support" means the services described in Section 6 of the SaaS Schedule.

"Hosting Fees" means the amounts invoiced by Hyland to Customer and payable by Customer to Hyland for Hosting Services included in the Hosted Solution. The initial Hosting Fees are set forth in the Initial Purchase Table Schedule. In the case of the ShareBase Software, Hosting Fees shall be based upon calculations which take into account the sum of the number of Authenticated Users and Linked Users multiplied by the applicable multiplier factors set forth on Exhibit A or as otherwise mutually agreed upon between the parties.[CA - DELETE IF WE ARE NOT INCLUDING SHAREBASE TERMS IN CONJUNCTION WITH ENTERPRISE INSURANCE]

"Hosting Services" means the services included in the Hosted Solution as described in the SaaS Schedule and Process Manual and any optional hosting services Customer elects to purchase.

"Initial Setup Fee" means the one-time fee invoiced by Hyland to Customer and payable by Customer to Hyland for the setup and activation of the Network and the Host Web Site for use applicable to each Software purchase under the Agreement.

"Network" means the computers and peripheral storage devices, switches, firewalls, routers and other network devices provided by Hyland as part of the Hosted Solution.

“Process Manual” means the latest version of the manual describing the Hosting Services, and certain other components of the Hosted Solution, including the attestations, certification documents and assistance with compliance and security testing Hyland agrees to provide, based upon the Service Class selected by Customer, as posted by Hyland from time to time on a website designated by Hyland.

“Resolution” means Hyland provides Customer with a commercially reasonable workaround, correction, or modification that solves or mitigates a reported Hosted Solution issue or error.

“Service Class” means the service level commitment included as part of Hosting Services, as described in the Service Class Manual, and purchased by Customer as part of the Hosted Solution.

“Service Class Manual” means the latest version of the manual describing the Service Classes, as posted by Hyland from time to time on a website designated by Hyland.

“Subscription Fees” means periodic fees for the use of Software and Hosted Solution Support payable by Customer to Hyland. The initial Subscription Fees are set forth in the Initial Purchase Table Schedule. In the case of the ShareBase Software, Subscription Fees shall be based upon calculations which take into account the sum of the number of Authenticated Users and Linked Users multiplied by the applicable multiplier factors set forth on Exhibit A or as otherwise mutually agreed upon between the parties. [CA - INCLUDE IF WE ARE ADDING SHAREBASE TERMS, IN CONJUNCTION WITH ENTERPRISE INSURANCE]

“Third Party Software” means all third party software products (other than third party software products bundled by Hyland as a part of the Software) provided by Hyland to Customer as part of the Hosted Solution.

“Testing Environment” means a separate instance of the Hosted Solution (including Customer Data) hosted by Hyland, for use by Customer solely with production data in a non-production environment for the limited purpose of functional and performance testing of the Software and environment, Third Party Software and each Work Product included in the Hosted Solution.

“Testing Lite Environment” means a separate instance of the (including Customer Data) Hosted Solution hosted by Hyland, for use by Customer solely with production data in a non-production environment for the limited purpose of functional testing of the Software and environment, Third Party Software and each Work Product included in the Hosted Solution.

“Users” means Customer’s employees that access and use the Hosted Solution.

SUPPORT PRIORITIZATION ATTACHMENT

Severity Level	Description	Hyland Response
Level 1	“Level 1” means any error or issue in the Hosted Solution that causes total or substantial Hosted Solution failure, which means that the Hosted Solution is down and Customer is unable to access the Hosted Solution in any way.	Upon receiving notification from Customer, Hyland’s support Team Leader will immediately notify a support Manager. Within thirty (30) minutes, the Manager will notify a member of Senior Management or a Vice President. To provide a Resolution, Hyland will work up to and including 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution, provided Customer remains accessible by phone for troubleshooting from the time Hyland receives the notification through Resolution.
Level 2	“Level 2” means an error or issue in the Hosted Solution that causes substantial Hosted Solution failure which prevents a portion of Customer’s users from accessing the Hosted Solution in any way.	Upon receiving notification from Customer, Hyland’s support Team Leader 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. To provide a Resolution, Hyland will work up to 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution, provided Customer remains accessible by phone for troubleshooting from the time Hyland receives the notification through Resolution.
Level 3	“Level 3” means that the Hosted Solution is usable except that an error or issue in the Hosted Solution causes an ongoing, system-wide, severe performance degradation.	To provide a Resolution, Hyland will work up to 5 days/week, 16 hours/day, through holidays and weekends until there is a Resolution, provided Customer remains accessible by phone for troubleshooting from the time Hyland receives the notification through Resolution.
Level 4	“Level 4” means that the Hosted Solution is usable except that an error or issue in the Hosted Solution prevents a specific feature or functionality from working.	To provide a Resolution, Hyland will use commercially reasonable efforts during regular support hours.
Level 5	“Level 5” means that the Hosted Solution is usable except that an error or issue in the Hosted Solution causes a trivial inconvenience and the task can be completed in another way.	Standard Hosted Solution Support.
Level 6	“Level 6” means Technical Support Services.	Standard Hosted Solution Support.

ACCEPTABLE USE POLICY ATTACHMENT

1. INTRODUCTION.

This Acceptable Use Policy (this “AUP”) applies to all persons and entities (collectively referred to herein as “User”) who use the services and software products provided by Hyland Software, Inc. (“Hyland”) in connection with Hyland’s hosting of one or more hosted solutions (collectively referred to herein as “Hosted Solutions”). This AUP is designed to protect the security, integrity, reliability and privacy of Hyland’s network and the Hosted Solutions Hyland hosts for its hosting customers.

User’s use of the Hosted Solution constitutes User’s acceptance of the terms and conditions of this AUP in effect at the time of such use. Hyland reserves the right to modify this policy at any time effective immediately upon Hyland’s posting of the modification or revised AUP on Hyland’s website: <https://www.hyland.com/community>.

2. USER OBLIGATIONS.

21 Misuse. User is responsible for any misuse of a Hosted Solution. Therefore, User must take all reasonable precautions to protect access and use of any Hosted Solution that it uses.

22 Restrictions on Use. User shall not use a Hosted Solution in any manner in violation of applicable law including, but not limited to, by:

(a) Infringing or misappropriating intellectual property rights, including copyrights, trademarks, service marks, software, patents and trade secrets;

(b) Engaging in the promotion, sale, production, fulfillment or delivery of illegal drugs, illegal gambling, obscene materials or other products and services prohibited by law. Similarly, soliciting illegal activities is prohibited even if such activities are not actually performed;

(c) Displaying, transmitting, storing or making available child pornography materials;

(d) Transmitting, distributing or storing any material that is unlawful, including encryption software in violation of U.S. export control laws, or that presents a material risk of civil liability to Hyland;

(e) Displaying, transmitting, storing or publishing information that constitutes libel, slander, defamation, harassment, obscenity, or otherwise violates the privacy or personal rights of any person;

(f) Displaying or transmitting obscene, threatening, abusive or harassing messages; or

(g) Promoting, offering or implementing fraudulent financial schemes including pyramids, illegitimate funds transfers and charges to credit cards.

23 Prohibited Acts. User shall not use a Hosted Solution to engage in any of the following:

(a) Interfering with, gaining unauthorized access to or otherwise violating the security of Hyland’s or another party’s server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing, including, but not limited to, use in the development, distribution or execution of Internet viruses, worms, denial of service attacks, network flooding or other malicious activities intended to disrupt computer services or destroy data;

(b) Interfering with Hyland’s network or the use and enjoyment of Hosted Solutions received by other authorized Users;

(c) Promoting or distributing software, services or address lists that have the purpose of facilitating spam;

(d) Providing false or misleading information in message headers or other content, using non-existent domain names or deceptive addressing, or hiding or obscuring information identifying a message’s point of origin or transmission path;

- (e) Violating personal privacy rights, except as permitted by law;
- (f) Sending and collecting responses to spam, unsolicited electronic messages or chain mail; and
- (g) Engaging in any activities that Hyland believes, in its sole discretion, might be harmful to Hyland's operations, public image or reputation.

3. **ENFORCEMENT.** If a User violates this AUP, Hyland may, depending on the nature and severity of the violation, suspend the hosting of any Hosted Solution that such User accesses for so long as necessary for steps to be taken that, in Hyland's reasonable judgment, will prevent the violation from continuing or reoccurring.

4. **NOTICE.** Unless prohibited by law, Hyland shall provide User with written notice via e-mail or otherwise of a violation of this AUP so that such violation may be corrected without impact on the hosting of Hosted Solutions; Hyland shall also provide User with a deadline for User to come into compliance with this AUP. Hyland reserves the right, however, to act immediately and without notice to suspend the hosting of Hosted Solutions in response to a court order or government notice that certain conduct of User must be stopped or when Hyland reasonably determines: (1) that it may be exposed to sanction, civil liability or prosecution; (2) that such violation may cause harm to or interfere with the integrity or normal operations or security of Hyland's network or networks with which Hyland is interconnected or interfere with another of Hyland's customer's use of Hyland services or software products; or (3) that such violation otherwise presents imminent risk of harm to Hyland or other of Hyland's customers or their respective employees. In other situations, Hyland will use commercially reasonable efforts to provide User with at least seven (7) calendar days' notice before suspending the hosting of Hosted Solutions. User is responsible for all charges or fees due to Hyland up to the point of suspension by Hyland, pursuant to the agreement in place between User and Hyland related to such Hosted Solutions.

5. **DISCLAIMER.** Hyland disclaims any responsibility for damages sustained by User as a result of Hyland's response to User's violation of this AUP. User is solely responsible for the content and messages transmitted or made available by User using a Hosted Solution. By using a Hosted Solution, User acknowledges that Hyland has no obligation to monitor any activities or content for violations of applicable law or this AUP, but it reserves the right to do so. Hyland disclaims any responsibility for inappropriate use of a Hosted Solution by User and any liability for any other third party's violation of this AUP or applicable law.

6. **INDEMNIFICATION.** User agrees to indemnify Hyland from and against all liabilities, obligations, losses and damages, plus costs and expenses, including reasonable attorney's fees, arising out of any claim, damage, loss, liability, suit or action brought against Hyland by a third party as a result of the conduct of User that violates this AUP.

7. **WAIVER.** No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

8. **QUESTIONS.** If you are unsure of whether any contemplated use or action is permitted, please contact Hyland, at 440-788-5000.

SAAS SECURITY ATTACHMENT

Introduction: Hyland's Global Cloud Services division ("GCS") maintains and manages a comprehensive written security program designed to protect: (a) the security and integrity of Customer Data; (b) against threats and hazards that may negatively impact Customer Data; and (c) against unauthorized access to Customer Data. Hyland's security program includes the following:

1. Risk Management
 1. Conducting an annual risk assessment designed to identify threats and vulnerabilities in the administrative, physical, legal, regulatory, and technical safeguards used to protect GCS, GCS critical access, and the Hosted Solution environment.
 2. Maintaining a documented risk remediation process to assign ownership of identified risks, establish remediation plans and timeframes, and provide for periodic monitoring of progress.
2. Information Security Program
 1. Maintaining a documented comprehensive information security program. This program will include policies and procedures aligning with industry best practices, including ISO 27001/27002.
 2. Such information security program shall include, as applicable: (i) adequate physical security of all premises in which Customer Data will be processed and/or stored; (ii) reasonable precautions taken with respect to Hyland personnel employment; and (iii) an appropriate network security program.
 3. These policies will be reviewed and updated by Hyland management annually.
3. Organization of Information Security
 1. Assigning security responsibilities to appropriate Hyland individuals or groups to facilitate protection of the Hosted Solution environment and associated assets.
 2. Establishing information security goals to be met.
4. Human Resources Security
 1. Hyland employees undergo comprehensive screening during the hiring process. Background checks and reference validation will be performed to determine whether candidate qualifications are appropriate for the proposed position. Subject to any restrictions imposed by applicable law and based on jurisdiction, these background checks include criminal background checks, employment validation, and education verification as applicable.
 2. Ensuring all Hyland employees are subject to confidentiality and non-disclosure commitments before access is provisioned to Hosted Solutions and/or Customer Data.
 3. Ensuring applicable Hyland employees receive security awareness training designed to provide such employees with information security knowledge to provide for the security, availability, and confidentiality of Customer Data.
 4. Upon Hyland employee separation or change in roles, Hyland shall ensure any Hyland employee access is revoked in a timely manner and all Hyland assets, both information and physical, are returned.
5. Asset Management
 1. Maintaining asset and information management policies and procedures. This includes ownership of assets, an inventory of assets, classification guidelines, and handling standards pertaining to Hyland assets.

2. Maintaining media handling procedures to ensure media containing Customer Data is encrypted and stored in a secure location subject to strict physical access controls.
 3. When a storage device has reached the end of its useful life, procedures include a decommissioning process that is designed to prevent Customer Data from being exposed to unauthorized individuals using the techniques recommended by NIST to destroy data as part of the decommissioning process.
 4. If a hardware device is unable to be decommissioned using these procedures, the device will be virtually shredded, degaussed, purged/wiped, or physically destroyed in accordance with industry-standard practices. Devices used in the administration of the Customer's Hosted Solution that have been decommissioned will be subjected to these or equally effective standards.
6. Access Controls
1. Maintaining a logical access policy and corresponding procedures. The logical access procedures will define the request, approval and access provisioning process for Hyland personnel. The logical access process will restrict Hyland user (local and remote) access based on Hyland user job function (role/profile based, appropriate access) for applications and databases. Hyland user access recertification to determine access and privileges will be performed periodically. Procedures for onboarding and offboarding Hyland personnel users in a timely manner will be documented. Procedures for Hyland personnel user inactivity threshold leading to account suspension and removal threshold will be documented.
 2. Limiting access to Customer Data to its personnel who have a need to access Customer Data as a condition to Hyland's performance of the services under this Agreement. Hyland shall utilize the principle of "least privilege" and the concept of "minimum necessary" when determining the level of access for all Hyland users to Customer Data. Hyland shall require strong passwords subject to complexity requirements and periodic rotation.
 3. Ensuring strict access controls are in place for Customer Data access by Hyland. Customer administrators control user access, user permissions, and data retention with respect to the Hosted Solution. In the event Customer elects to modify the use of or turn off any encryption functionality, Customer does so at its own risk.
7. System Boundaries
1. The systems that compose a functioning Hyland cloud platform for the Hosted Solutions are limited to shared components such as network devices, servers, and software that are physically installed and operating within Hyland's Internet-enabled network infrastructure. This system boundary also includes the network connectivity, power, physical security, and environmental services provided by the third-party provider that owns and operates the data centers in which this network infrastructure is collocated.
 2. Hyland is not responsible for any system components that are not within this system boundary, including network devices, network connectivity, workstations, servers, and software owned and operated by the Customer or other third parties. Hyland may provide support for these components at its reasonable discretion.
8. Encryption
1. Customer maintains ownership of all Customer Data uploaded to their Hosted Solution through the full lifecycle period. Customer Data may be uploaded via SFTP, TLS/SSL, or through an Hyland services API over a TLS/SSL connection to the Hyland cloud platform. Hyland will configure TLS and/or SSL certificates.
 2. If Customer purchases the applicable encryption service, Customer Data shall be encrypted at rest.
 3. In the event Customer elects to modify the use of or turn off encryption, Customer does so at its own risk.
9. Physical and Environment Security

1. The hardware components associated with the Hyland cloud platform used for the Hosted Solution are physically located within data centers that align with TIA-942 Tier 3 or higher. These data centers are owned and operated by providers who have demonstrated compliance with one or more of the following standards (or a reasonable equivalent): International Organization for Standardization (“ISO”) 27001 and/or American Institute of Certified Public Accountants (“AICPA”) Service Organization Controls (“SOC”) Reports for Services Organizations. These providers provide Internet connectivity, physical security, power, and environmental systems and services for the Hyland cloud platform used for the Hosted Solution.
 2. An N-tiered architecture is used to support presentation, application, processing, and data services. For enhanced security in the Hyland cloud platform, technologies such as firewalls, intrusion detection and prevention, and vulnerability management are used.
10. Operations Security
1. Maintaining documented Hyland cloud operating procedures.
 2. Maintaining change management controls to ensure changes to Hosted Solution production systems made by Hyland are properly authorized and reviewed prior to implementation. Customer is responsible for testing all configuration changes, authentication changes, and upgrades to their Hosted Solution. In cases where the Customer relies upon Hyland to implement changes on its behalf, a written request describing the change must be submitted (e.g. an e-mail) by Customer’s designated Customer Security Administrators (“CSAs”). Hyland will make scheduled configuration changes that are expected to impact Customer access to their Hosted Solution during a planned maintenance window. Hyland may make configuration changes that are not expected to impact Customer during normal business hours.
 3. Monitoring usage and capacity levels within the Hyland cloud to adequately and proactively plan for future growth.
 4. Utilizing virus protection software programs and definitions, which are configured to meet common industry standards designed to protect the Customer Data and equipment located within the Hyland cloud from virus infections or similar malicious payloads.
 5. Implementing disaster recovery and business continuity procedures. These will include replication of Customer Data to a secondary data center in a geographically disparate location from the primary data center.
 6. Maintaining a system and security logging process to capture critical system logs. These logs shall be maintained for at least six months and reviewed on a periodic basis.
 7. Maintaining system hardening requirements and configuration standards for servers deployed within the Hyland cloud used for the Hosted Solution.
 8. Ensuring servers, operating systems, and supporting software used in the Hyland cloud for Hosted Solutions receive all Critical and High security patches within a timely manner, but in no event more than 90 days after release, subject to the next sentence. In the event any such security patch would materially adversely affect the Hosted Solution, then Hyland will use commercially reasonable efforts to implement compensating controls until a security patch is available that would not materially adversely affect the Hosted Solution.
 9. Conducting Network vulnerability scans on at least a quarterly basis and remediate all critical and high vulnerabilities identified in accordance with its patch management procedures.
 10. Conducting Network penetration tests at least annually.
11. Communications Security
1. Implementing Network security controls to protect information resources within the Hyland cloud. These shall include network based intrusion detection systems, network segregation through use of stateful-inspection firewalls and a semi-trusted zone, and restricting inbound and outbound traffic to only designated and predefined ports.

2. Upon implementation and once annually thereafter, Customer may request Hyland limit access to Customer's Hosted Solution to a list of pre-defined IP addresses at no additional cost.
12. Supplier Relationships
 1. Maintaining a Vendor Management Program for its critical vendors. This program will ensure critical vendors are evaluated on an annual basis.
13. Security Incident
 1. Employing incident response standards that are based upon applicable industry standards, such as ISO 27001:2013 and National Institute for Standards and Technology ("NIST"), to maintain the information security components of the Hosted Solution environment.
 2. Responses to these incidents follow the Hyland documented incident response sequence. This sequence includes the incident trigger phase, evaluation phase, escalation phase, response phase, recovery phase, de-escalation phase, and post-incident review phase.
 3. If Hyland has determined the Customer's Hosted Solution has been negatively impacted by a security or availability incident, Hyland will deliver a root cause analysis summary. Such notice will not be unreasonably delayed, but will occur after initial corrective actions have been taken to contain the security threat or stabilize the Hyland Cloud Platform.
 4. The root cause analysis will include the duration of the event, resolution, technical summary, outstanding issues, and follow-up, including steps Customer needs to take in order to prevent further issues. Solution information including data elements that require additional confidentiality and security measures (including that of other customers impacted in the event) will not be publicly disclosed. If Customers need additional details of an incident, a request to the Hyland GCS Support team must be submitted and handled on a case by case basis. The release of information process may require an on-site review to protect the confidentiality and security of the requested information.
 5. Hyland will notify Customer of a Security Incident within 48 hours. A "Security Incident" means a determination by Hyland of an actual disclosure of unencrypted Customer Data to an unauthorized person or entity.
14. Information Security Aspects of Business Continuity Management
 1. Maintaining a business continuity and disaster recovery plan.
 2. Reviewing and testing this plan annually.
15. Aggregated Data
 1. Hyland owns all aggregated, anonymized and statistical data derived from the operation of the Hosted Solution, including without limitation, the number of records in the Hosted Solution, the number and types of transactions, configurations, and reports processed as part of the Hosted Solution and the performance results of the Hosted Solution (the "Aggregated Data").
 2. Hyland may utilize Aggregated Data for purposes of operating Hyland's business. For clarity, Aggregated Data does not include Customer Data.
16. Audit and Security Testing
 1. Monitoring its compliance with its information security program. This includes periodic internal reviews. Results are shared with Hyland leadership and deviations tracked through to remediation.
 2. Maintaining a periodic external audit program. Attestations are completed on an annual schedule and as of the Effective Date of the Agreement utilize the SOC 2 standard. A copy of Hyland's most recent SOC 2 report is available to Customers upon written request.
 3. Customer may conduct audits of Hyland's operations that participate in the ongoing delivery and support of the Hosted Solution purchased by Customer on an annual basis; provided Customer provides Hyland written notice of its desire to conduct such audit and the following criteria are met: (a) Hyland and

Customer mutually agree upon the timing, scope, and criteria of such audit, which may include the completion of questionnaires supplied by Customer and guided review of policies, practices, procedures, Hosted Solution configurations, invoices, or application logs, and (b) Customer agrees to Hyland fees (at Hyland's standard rates) for the Professional Services that are required or requested of Hyland in connection with such audit if such audit exceeds 40 hours of Professional Services rendered by Hyland. Prior to any such audit, any third party engaged by Customer to assist with such audit, must be cleared by Hyland and enter into a Non-Disclosure Agreement directly with Hyland. If any documentation requested by Customer cannot be removed from Hyland's facilities as a result of physical limitations or policy restrictions, Hyland will allow Customer's auditors access to such documentation at Hyland's corporate headquarters in Ohio and may prohibit any type of copying or the taking of screen shots. Where necessary, Hyland will provide private and reasonable accommodation at Hyland's corporate headquarters in Ohio for data analysis and meetings. Upon reasonable notice, Hyland and Customer mutually agree to make necessary employees or contractors available for interviews in person or on the phone during such audit at Customer's cost and expense. Customer is prohibited from distributing or publishing the results of such audit to any third party without Hyland's prior written approval.

4. Customer may conduct penetration testing against the public URL used to access the Hosted Solution on an annual basis; provided Customer provides Hyland with written notice of its desire to conduct such testing and the following criteria are met: (a) Hyland and Customer mutually agree upon the timing, scope, and criteria of such testing, which may include common social engineering, application, and network testing techniques used to identify or exploit common vulnerabilities including buffer overflows, cross site scripting, SQL injection, and man in the middle attacks, and (b) such testing is at Customer's cost and expense and Customer pays to Hyland fees (at Hyland's standard rates) for the Professional Services that are required or requested of Hyland in connection with such testing. Prior to any such testing, any third party engaged by Customer to assist with such testing, must be cleared by Hyland and enter into a Non-Disclosure Agreement directly with Hyland. Customer acknowledges and agrees that any such testing performed without mutual agreement regarding timing, scope, and criteria may be considered a hostile attack, which may trigger automated and manual responses, including reporting the activity to local and federal law enforcement agencies as well as immediate suspension of Customer's access to or use of the Hosted Solution. Customer is prohibited from distributing or publishing the results of such penetration testing to any third party without Hyland's prior written approval.

ENTERPRISE TERMS SCHEDULE

1. ADDITIONAL SOFTWARE LICENSE FEES FOR THE ENTERPRISE LICENSE. Customer acknowledges and agrees that the initial Software license fees for the following Software modules: _____ (collectively, the “Enterprise License”) have been agreed upon based upon Customer’s good faith estimate of Customer’s worker population, which consists of: (1) all employees who received W-2s (or a successor form) issued by or on behalf of the Customer with respect to the preceding calendar year; and (2) all non-US employees of Customer (the “Worker Population”). For purposes hereof, the parties agree that the Worker Population as of the Effective Date is _____ (the “Initial Worker Population”). Customer agrees that subsequent determinations of the Worker Population will be made consistent with the method used to arrive at the Initial Worker Population. Customer agrees that if the Worker Population increases, additional Software license fees relating to the Enterprise License shall be due and payable, as described below.

11 **Audit.** Commencing with August 1, 20____, and as of each August 1st thereafter during the term of this Agreement, Customer shall report to Hyland in writing its Worker Population as of July 1st of that same calendar year (the “Customer Determination”). Hyland shall have the right to review and object to such Customer Determination and, in connection with any such objection, to have reasonable access to records of Customer that are reasonably sufficient to enable Hyland to verify the accuracy of the Customer Determination. Customer agrees to provide Hyland with reasonable access to such records for such limited purpose.

12 **Dispute Process For Customer Determination.** If Hyland objects to the Customer Determination, the parties shall meet in a good faith effort to resolve the dispute within ten (10) days of Hyland’s objection. If, within twenty (20) days of Hyland’s objection, the parties are not able to resolve the dispute, either party may submit such dispute to Deloitte & Touche, who shall act as an independent consultant (“Independent Consultant”). The Independent Consultant shall determine the procedure to be followed to resolve the dispute and the parties shall provide to the Independent Consultant such information, and access to such records, as the Independent Consultant may request in connection with its review. The Independent Consultant shall report in writing to Hyland and Customer a calculation of the Worker Population in accordance with this Agreement as promptly as practicable, and such determination shall be final, binding and conclusive as to the parties. All fees and disbursements of the Independent Consultant for services rendered shall be shared equally by Hyland and Customer. As used herein, the Worker Population resulting from the process described in this subsection (2) shall be referred to as the “Alternative Calculation.”

13 **Additional Software License Fees.** Upon each increase of the Worker Population that causes the Worker Population to cross an Enterprise License Tier (as hereinafter defined), Customer shall owe additional Software license fees to Hyland for the Enterprise License in the amount of \$____. For all purposes of this Agreement, an “Enterprise License Tier” means in the case of the first Enterprise License Tier, the number which is above the Initial Worker Population, and in the case of subsequent Enterprise License Tiers, each number that is greater than the previous Enterprise License Tier by _____. For example, since the Initial Worker Population is _____, the Enterprise License Tiers for which additional Software license fees would be due are _____, _____, etc. If additional Software license fees are payable based upon any such increases, Hyland shall invoice Customer for such additional Software license fees and Customer shall pay such invoices for such additional Software license fees to Hyland net thirty (30) days from the date of receipt of such invoice. In the event that the Worker Population decreases, the parties acknowledge and agree that Customer shall not receive a refund of any Software license fees that have been previously paid to Hyland, even if such decrease causes the Worker Population to fall below an Enterprise License Tier.

14 **Calculation Examples.** By way of example only, if:

- as a result of the first Customer Determination or Alternative Calculation, the Customer’s Worker Population is _____;
- as a result of the second Customer Determination or Alternative Calculation, such Worker Population is _____;
- as a result of the third Customer Determination or Alternative Calculation, such Worker Population is _____;
- as a result of the fourth Customer Determination or Alternative Calculation, such Worker Population is _____; and
- as a result of the fifth Customer Determination or Alternative Calculation, such Worker Population is _____,

then Customer would owe:

- \$_____ in additional Software license fees after the first Customer Determination or Alternative Calculation (because one Enterprise License Tier was crossed);
- \$0.00 in additional Software license fees after the second Customer Determination or Alternative Calculation (because although the Worker Population increased, no Enterprise License Tier was crossed);
- \$_____ in additional Software license fees after the third Customer Determination or Alternative Calculation (because two (2) Enterprise License Tiers were crossed);
- \$0.00 in additional Software license fees after the fourth Customer Determination or Alternative Calculation (because the Worker Population decreased); and

- \$0.00 in additional Software license fees after the fifth Customer Determination or Alternative Calculation (because although an Enterprise License Tier was crossed, Software license fees related to such tier were previously paid).

FOR PURPOSES OF CLARITY, THE ABOVE NUMBERS DO NOT REPRESENT ACTUAL WORKER POPULATION OR LICENSE FEE AMOUNTS; THEY ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY.

2. ANNUAL MAINTENANCE FEES FOR ENTERPRISE LICENSES. If additional Software license fees for the Enterprise License become due and payable under Section 1.3 above, then additional annual maintenance fees shall be determined by multiplying the amount of such additional Software license fees by the percentage multiplier then in effect pursuant to Hyland's retail list prices, and such additional annual maintenance fees shall become due and payable for the then-current maintenance period and any subsequent maintenance periods. The additional annual maintenance fees shall initially be invoiced and shall be due and payable at the same times as the applicable additional Software license fees are invoiced and become due under Section 1.3 above. In the event that the Worker Population of Customer decreases, the parties acknowledge and agree that Customer shall not receive a reduction on future annual maintenance fees nor refund of any such annual maintenance fees that have been previously paid to Hyland, even if such decrease causes the Worker Population to fall below an Enterprise License Tier.

3. TERM; TERMINATION. The Term; Termination provision from the applicable Software License Schedule-Perpetual or Software License and Maintenance Schedule- Subscription is restated as if rewritten herein.

PROFESSIONAL SERVICES SCHEDULE

This Professional Services Schedule is part of the Hyland Software Master Software License, Support and Services Agreement entered into between Customer and Hyland. All capitalized terms not defined in this Schedule shall have the meaning ascribed them in the General Terms.

1. SERVICES PROPOSAL. During the term of this Professional Services 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 such Professional Services as mutually agreed under the Services Proposal. Each mutually agreed upon Services Proposal is incorporated herein by this reference as if fully rewritten herein. Hyland will provide the Professional Services described in any mutually agreed upon Services Proposal at a time and on a schedule that is mutually agreed upon by the parties. If any delays in such Professional Services occur solely as a result of any incorrect information, incorrect assumption or failure of Customer to perform or fulfill its obligations in connection with any Services Proposal, the performance schedule for the applicable project may be extended. Hyland shall have no liability or responsibility for any costs or expenses resulting from such delays. In the event that performance of any milestone set forth in any Services Proposal is not met due to a delay solely caused by Hyland, and provided that such cause is not an event of force majeure as described in Section 7 of 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 Software, hardware or virtual machines allocated to the 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. 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 (a) 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; and (b) any Professional Services in the nature of staff augmentation.

7.2 Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy for any non-conformities to the express limited warranties under paragraph (a) shall be as follows: provided that, within the applicable 60-day period, Customer notifies Hyland in writing of the non-conformity, Hyland will use commercially 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. TERMINATION.

8.1 By Customer. Customer may terminate this Professional Services Schedule, including any Services Proposal, pursuant to Section 1.2 of the General Terms.

8.2 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.

HYLAND CLOUD CUSTOMER PROCESS MANUAL

Version: 2017.1

CONTENTS

CONTENTS.....	2
INTRODUCTION.....	3
SYSTEM DESCRIPTION.....	3
BACKGROUND	3
INFRASTRUCTURE.....	3
SOFTWARE.....	4
<i>OnBase</i>	4
PEOPLE	4
SYSTEM BOUNDARIES	5
PROCESS BOUNDARIES.....	5
RESPONSIBILITIES	6
<i>Hyland Responsibilities</i>	6
<i>Customer Responsibilities</i>	7
PROCEDURES.....	8
<i>Incident Response</i>	8
<i>Change Management</i>	8
<i>Device Decommissioning</i>	9
DATA	9
<i>Data Processing</i>	9
<i>Data Access Controls in the Hyland Cloud Platform</i>	9
STANDARDS AND PROCEDURES	10
SECURITY	10
CHANGE MANAGEMENT.....	11
<i>Maintenance Communications and Restrictions</i>	11
<i>Implementation Acknowledgement</i>	12
SPECIAL CONSIDERATIONS.....	12
AUDITS.....	12
BUSINESS CONTINUITY.....	13
MONITORING AND REPORTING.....	14
HOSTING SERVICES CATALOG.....	15
STANDARD HOSTING SERVICES FOR ONBASE	15
OPTIONAL HOSTING SERVICES.....	16

INTRODUCTION

This Hyland Cloud Customer Process Manual ("Process Manual") provides Customers a description of the Hosting Services provided by Hyland Software, Inc. ("Hyland"). Capitalized terms not defined in this Process Manual have the meanings set forth in Hyland Software, Inc.'s Hosting Agreement.

An electronic copy of the latest Process Manual is available to customers through the Hyland Community site in the Secure Downloads area at: <https://www.onbase.com/community> and through the Cloud Portal at: <https://mycloud.onbaseonline.com>. This Process Manual is reviewed by Hyland periodically and modifications or the revised Process Manual is posted on the listed web locations. Customer Security Administrators will receive notice when modifications to the Process Manual are released.

SYSTEM DESCRIPTION

This system description delineates the boundaries of the various components of a functioning Hosted Solution, including: the products and services provided by Hyland and its vendors; the products and services provided by Hyland's authorized solution providers; and the services and obligations fulfilled by the Customer and its partners or vendors.

BACKGROUND

Hyland owns, manages, and operates the Hyland Cloud Platform. The Hyland Cloud Platform is a multi-instance hosting platform for Hyland's products and services, including, but not limited to, the OnBase® enterprise information management software platform. Customers utilize the OnBase software to fulfill their unique business needs. Hyland employees consult with the Customer in order to deploy, manage, and maintain such software while hosted on the Hyland Cloud Platform. Hyland Global Cloud Services ("GCS") is the department within Hyland responsible for administration of the Hyland Cloud Platform.

INFRASTRUCTURE

The hardware components associated with the Hyland Cloud Platform are physically located within TIA-942 Tier 3 or higher data centers. These data centers are owned and operated by Internet Service Providers (ISPs) who have demonstrated compliance with one or more of the following standards (or a reasonable equivalent): International Organization for Standardization ("ISO") 27001 and/or American Institute of Certified Public Accountants ("AICPA") Service Organization Controls ("SOC") Reports for Services Organizations. These ISPs provide Internet connectivity, physical security, power, and environmental systems and services for the Hyland Cloud Platform.

Hyland owns and operates the physical components supporting the application stack composing the Hyland Cloud Platform. This includes industry-leading technology to provide a load balanced, redundant, and highly available Hosted Solution. An N-tiered architecture is used to support presentation, application, processing, and data services. For enhanced security in the Hyland Cloud Platform, technologies such as firewalls, intrusion detection and prevention, and vulnerability management are used.

SOFTWARE

The Hyland Cloud Platform offers hosting services for products and services developed and/or owned by Hyland Software. Hyland may from time to time choose additional products or services, in addition to those listed below, to have a hosting option.

ONBASE

The OnBase software product is a comprehensive, modular enterprise information management platform ("OnBase"). OnBase can capture data from multiple sources, including paper documents and electronic data streams, storing it in one central location. OnBase then drives this content through business processes, validating the information, and making calculated decisions. OnBase integrates with business systems, applications, and mobile devices. This suite is authored by the Hyland Development team.

PEOPLE

Hyland employees must undergo comprehensive screening during the hiring process. Background checks and reference validation are performed to determine whether candidate qualifications are appropriate for the proposed position. Subject to any restrictions imposed by applicable law, these background checks include federal, state, and county criminal background checks, employment validation, and education verification.

Candidates for employment within GCS, including internal transfers, must be approved by the Associate Vice President of Global Cloud Services and Hyland Human Resources before the employment positions are offered. This approval may be contingent upon the successful completion of additional security screening and training.

Hyland personnel are granted only the specific privileges required for them to carry out their normal duties in supporting the Hyland Cloud Platform. Hyland uses a variety of preventive, detective, and reactive controls. These include strict data access controls for Customer Data and confidential information, multiple levels of monitoring, logging, reporting, and combinations of controls that provide for the independent detection of unauthorized activity or access to customer solutions and data. "Customer Data" means any and all data and information owned by the Customer and stored within the Hosted Solution, which is located within Hyland's data centers. This includes, but is not limited to, any and all data and materials of Customer captured, stored, or processed within the Customer's Hosted Solution.

SYSTEM BOUNDARIES

The systems that compose a functioning Hyland Cloud Platform are limited to shared components such as network devices, servers, and software that are physically installed and operating within Hyland's Internet-enabled network infrastructure. This system boundary also includes the network connectivity, power, physical security, and environmental services provided by the third-party ISP that owns and operates the data centers in which this network infrastructure is collocated.

Hyland is not responsible for any system components that are not within this system boundary, including network devices, network connectivity, workstations, servers, and software owned and operated by the Customer or other third parties. Hyland may provide support for these components at its reasonable discretion.

PROCESS BOUNDARIES

The processes executed within the Hyland Cloud Platform are limited to those that are executed by a Hyland employee (or authorized third party) or processes that are executed within our established system boundaries, in whole. This includes, but is not limited to, hardware installation, software installation, data replication, data security, and authentication processes.

Certain business processes may cross these boundaries, meaning one or more tasks are executed outside of the system boundaries that have been established for the Hyland Cloud Platform, one or more tasks are executed by individuals who are not Hyland employees (or authorized third-parties), or one or more tasks are executed based on written requests placed by a Customer. In such event, Hyland will provide support for such processes to the extent they occur within Hyland's established system boundaries, but Hyland is not responsible for providing support for such processes to the extent they occur outside of such established system boundaries. At its reasonable discretion, Hyland may provide limited support for processes that occur outside such established system boundaries. Examples of business processes that cross these boundaries include, but are not limited to, Hosted Solution configuration changes, processing that occurs within the Hosted Solution, user authorization, and file transfers.

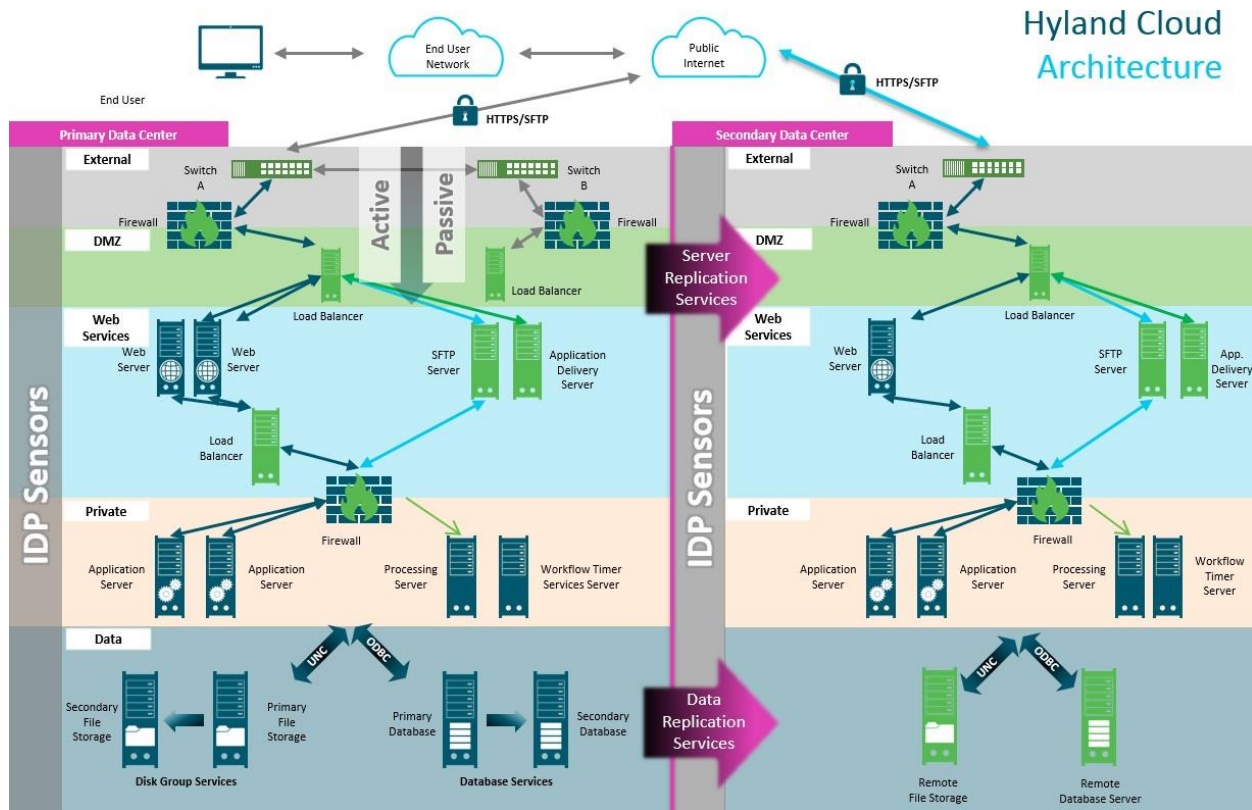


Figure 1 – General diagram of Hyland Cloud architecture. Other solutions may have varying components but the N+1 architecture is employed for all regardless of the application package selected by the customer.

RESPONSIBILITIES

HYLAND RESPONSIBILITIES

Hyland will:

1. Provide access to the Hosted Solution for use by the Customer by installing and managing system components within the Hyland Cloud Platform system boundaries, as defined within this document. This hosting service will be delivered in a manner that is consistent with Hyland's Hosting Agreement.
2. Upon request and the payment of applicable fees by Customer, deploy the Hosted Solution on behalf of Customer.
3. Manage Hosted Solution configuration changes performed on behalf of Customer based on written requests from authorized Customer employees or authorized third parties.
4. Report and respond to qualified security incidents. If Hyland has determined the Customer's Hosted Solution has been negatively impacted by a security incident, Hyland will deliver a root-cause analysis

summary to the Customer's designated Security Administrators ("CSA") and Service Failure Notification Contacts ("FNC"). Such notice will not be unreasonably delayed, but will only occur after initial corrective actions have been taken to contain the threat and stabilization of the Hyland Cloud Platform has been completed. Assistance from the Customer may be required.

5. Respond to reported availability incidents. This may include, but is not limited to, activities required to restore access to the Customer's Hosted Solution by conducting a data center failover. If Customer has reported an availability incident to Hyland Technical Support, Hyland will deliver a root-cause analysis summary to the Customer's designated CSA and FNC personnel. Such notice will not be unreasonably delayed, but will only occur after initial corrective actions have been taken to contain the threat and stabilization of the Hyland Cloud Platform has been completed. Assistance from Customer may be required.
6. Maintain disaster recovery preparations, including data replication and periodic reviews.
7. Use commercially reasonable efforts to test work performed by Hyland employees and Hyland vendors.
8. Use commercially reasonable efforts to monitor the overall security and availability of the Hyland Cloud Platform.
9. Upon request of Customer, provide information on available features and functionality of Customer's Hosted Solution that could assist Customer in storing confidential or personal identifying information.

CUSTOMER RESPONSIBILITIES

Customer will:

1. Designate to Hyland CSA personnel (who are authorized to communicate Customer's policies, submit Hosted Solution configuration requests to Hyland, or speak authoritatively on behalf of Customer) and FNC personnel (who are to be notified of circumstances affecting access to the Hosted Solution).
2. Be responsible for revocation of access to the environment immediately for unauthorized users and reporting changes to Hyland to the CSA and/or FNC as soon as possible to prevent inappropriate access and privileges.
3. Access the Hosted Solution remotely.
4. Provide web browser software, other compatible client software, and necessary communications equipment to access the Hosted Solution.
5. Install and manage system components outside of the Hyland Cloud Platform system boundaries, as described in this document.
6. Provide workstations that meet or exceed Hyland's minimum requirements for each software module installed.
7. Execute processes that are outside of the process boundaries as described in this document.
8. Identify and make use of Hosted Solution features to properly store confidential information and personal identifying information.
9. Be responsible for ensuring the Hosted Solution meets Customer's legal and/or compliance obligations.
10. Be responsible for all testing of the Hosted Solution upon installation prior to any production use, except as otherwise set forth in a Hyland Services Proposal.
11. Be responsible for all testing of any configuration changes to the Hosted Solution software, except as otherwise set forth in a Hyland Services Proposal.

12. Perform Hosted Solution user authorization.
13. Control user group membership and the related permissions within the Hosted Solution.
14. Transfer files to the Hyland Cloud Platform using supported protocols and standards.
15. Use commercially reasonable efforts to monitor business processes and quality controls that are unique to the Customer's Hosted Solution. This includes batch processing of documents uploaded to the Hyland Cloud Platform.
16. Report and respond to security and availability incidents of which Customer becomes aware. Customer should report all such incidents to Hyland's Technical Support Department. The Hyland Technical Support representative will serve as the primary point of contact for the duration of the support issue unless Customer is advised differently by Hyland.
17. Work collaboratively with Hyland to respond to incidents, including security and availability incidents.

PROCEDURES

INCIDENT RESPONSE

Hyland employs incident response standards that are based upon applicable ISO 27001:2013 and National Institute for Standards and Technology ("NIST") standards to maintain the information security components of the environment by protecting and preserving the security, availability, confidentiality, and integrity of information. Incidents to which Hyland responds are generally placed into one of two classifications— security and availability incidents, where security incidents include issues related to unauthorized access, disclosure, and/or usage of the Hosted Solution and availability incidents include issues related to the ability to access the Hosted Solution. Responses to these incidents follow the Hyland documented incident response sequence. This sequence includes the incident trigger phase, evaluation phase, escalation phase, response phase, recovery phase, de-escalation phase, and post-incident review phase. If Hyland has determined the Customer's Hosted Solution has been negatively impacted by a security or availability incident, Hyland will deliver a root cause analysis summary. Such notice will not be unreasonably delayed, but will only occur after initial corrective actions have been taken to contain the security threat or stabilize the Hyland Cloud Platform.

CHANGE MANAGEMENT

Hyland follows internal change management procedures when changes are initiated by Hyland, when Customer requests Hyland to make a change on their behalf to existing systems, or when new systems are deployed to the Hyland Cloud Platform. Generally, change requests are submitted via a change management system and are then evaluated by subject matter experts. Upon approval by such subject matter experts, changes are implemented, documented, and tested. In the event an issue occurs with the approved change, rollback procedures, documented as part of the change request, are performed in order to return the system to its original state.

DEVICE DECOMMISSIONING

When a storage device has reached the end of its useful life, Hyland procedures include a decommissioning process that is designed to prevent Customer Data from being exposed to unauthorized individuals. Hyland uses the techniques recommended by NIST to destroy data as part of the decommissioning process.

If a hardware device is unable to be decommissioned using these procedures, the device will be virtually shredded, degaussed, purged/wiped, or physically destroyed in accordance with industry-standard practices. Devices used in the administration of the Customer's Hosted Solution that have been decommissioned will be subjected to these or equally effective standards. Attestation letters to that effect can be provided to Customer, upon request.

DATA

Customer maintains ownership of all Customer Data uploaded to their Hosted Solution through the full lifecycle period. Customer Data may be uploaded via SFTP, TLS/SSL, or through an OnBase services API over a TLS/SSL connection to the Hyland Cloud Platform. Hyland requires all new customers to have their data encrypted at rest and by default using the OnBase Encrypted Disk Groups and OnBase Encrypted Alpha Keywords modules with a minimum of an AES 128-bit encryption cipher. Strict access control is in place for Customer Data within the Hyland Cloud Platform. Customer administrators control user access, user permissions, and data retention with respect to the Hosted Solution. In the event Customer elects to modify the use of or turn off OnBase Encrypted Disk Groups or OnBase Encrypted Alpha Keywords, Customer does so at its own risk.

DATA PROCESSING

Data processing is initiated via task schedules within the OnBase software that are defined by the Customer. Some types of processing can also be initiated by ad-hoc commands that are issued within the OnBase software by authenticated users. Users are responsible for retaining a local copy of all processed documents until they have verified that the documents have been successfully processed and committed within their Hosted Solution.

DATA ACCESS CONTROLS IN THE HYLAND CLOUD PLATFORM

As a multi-instance hosting platform, the Hyland Cloud Platform provides logically dedicated storage for each customer, which prevents the documents and metadata belonging to multiple tenants from being comingled. Access to documents, meta-data, output command, configuration commands, and processing commands are controlled via permissions that are assigned to user groups within the Hosted Solution by the Customer. Customers manage the user group membership and authentication records for their users via configuration screens within the applicable web server software or the Hosted Solution configuration application. Multi-factor authentication is required before any Hyland employee is permitted administrative access to the Hyland Cloud Platform. Hyland employee access is provisioned using the least privilege methodology.

STANDARDS AND PROCEDURES

SECURITY

1. If Customer administrators believe they have experienced a security incident, they should contact their appropriate Technical Support contact as soon as possible after discovering the incident. The Hyland Technical Support representative will serve as the primary point of contact for the duration of the support issue unless Customer is otherwise advised by Hyland.
2. Hyland maintains and utilizes a standardized security incident response process. This process includes the following high-level event sequence:
 - a. Incident Trigger Phase
 - b. Evaluation & Categorization Phase
 - c. Escalation Phase
 - d. Response Phase
 - e. Recovery Phase
 - f. De-Escalation Phase
 - g. Post-Incident Review Phase
3. If Hyland has determined the Customer's Hosted Solution has been negatively impacted by a security incident, Hyland will deliver a root-cause analysis summary to the Customer's designated CSA and FNC personnel. Such notice will not be unreasonably delayed, but will only occur after initial corrective actions to contain the threat and stabilize the Hyland Cloud Platform have been completed.
4. Employees of Customer are not permitted to share their Hosted Solution login credentials (e.g. passwords, tokens, personal certificates, etc.) with other users.
5. Customer must remove all inactive Hosted Solution accounts in a timely manner (e.g. when an employee is terminated).
6. A designated CSA must place a technical support request to Hyland to have inactive Citrix and SFTP accounts removed in a timely manner (e.g. a scanning bureau's services are discontinued).
7. Hyland will configure TLS and/or SSL certificates that are purchased to support Customer's web site.
8. Customer is responsible for all distribution of output under their control within the Hosted Solution or performed by Hyland based on a written request from an authorized employee of Customer. An example would be documents that Customer sends to third parties via e-mail.
9. Customer has the option of limiting access to their Hosted Solution to a list of pre-defined IP addresses. Upon request by Customer, Hyland will implement an initial list of IP restrictions once per year at no charge. However, any additional changes will incur charges based on the time spent to implement the changes and Hyland's current hourly billing rate for technical services.
10. Hyland utilizes virus protection software programs and definitions, which are configured to meet common industry standards in an attempt to protect the data and equipment located within the Hyland Cloud Platform from virus infections or similar malicious payloads.
11. Customer may conduct penetration testing against the public URL used to access the Hosted Solution on an annual basis; provided, that, (a) Customer provides Hyland with at least ninety (90) days' prior written notice of its desire to conduct such testing, (b) Hyland and Customer mutually agree upon the timing, scope, and criteria of such testing, which may include common social engineering, application, and

network testing techniques used to identify or exploit common vulnerabilities including buffer overflows, cross site scripting, SQL injection, and man in the middle attacks, and (c) such testing is at Customer's cost and expense and Customer pays to Hyland fees (at Hyland's standard rates) for the Professional Services that are required or requested of Hyland in connection with such testing. Prior to any such testing, any third party engaged by Customer to assist with such testing, must enter into a Non-Disclosure Agreement directly with Hyland. Customer acknowledges and agrees that any such testing performed without mutual agreement regarding timing, scope, and criteria may be considered a hostile attack, which may trigger automated and manual responses, including reporting the activity to local and federal law enforcement agencies as well as immediate suspension of Customer's access to or use of the Hosted Solution. Customer is prohibited from distributing or publishing the results of such penetration testing to any third party without Hyland's prior written approval.

CHANGE MANAGEMENT

Customer is responsible for testing all configuration changes, authentication changes, and upgrades to their Hosted Solution. In cases where the Customer relies upon Hyland to implement changes on its behalf, a written request describing the change must be submitted (e.g. an e-mail) by a CSA.

Hyland will make scheduled configuration changes that are expected to impact Customer access to their Hosted Solution during a planned maintenance window. Hyland may make configuration changes that are not expected to impact Customer during normal business hours.

MAINTENANCE COMMUNICATIONS AND RESTRICTIONS

Hyland will notify Customer of scheduled maintenance that is expected to impact or potentially impact system availability or functionality. Notification will typically be sent at least one week in advance, but in no event will such notice be sent less than 24 hours prior to the specified start time. These notifications will be delivered via e-mail to Customer's designated CSA and FNC personnel.

Hyland will notify Customer of unscheduled maintenance that is expected to impact or potentially impact system availability or functionality. Notification will typically be sent at least 24 hours in advance, but in no event will such notice be sent less than 2 hours prior to the specified start time. These notifications will be delivered via e-mail to Customer's designated CSA and FNC personnel.

Both scheduled and unscheduled maintenance will be restricted to within the hours of 10 PM to 8 AM, based on the time zone of the impacted data center, unless other arrangements have been mutually agreed to by Customer and Hyland. Scheduled hours for maintenance may be decreased by Hyland at Hyland's discretion, based on Customer's selected class of service. The scheduled hours of maintenance will be communicated to each Customer via e-mail in accordance with above notice provisions. For Customers that have purchased a Service Class,

limitations on the aggregate number of hours of maintenance are set forth in the Service Class Manual, based on the Customer's selected class of service.

IMPLEMENTATION ACKNOWLEDGEMENT

When the Customer's Hosted Solution is first deployed on the Hyland Cloud Platform, or an existing Hosted Solution is upgraded to a newer release of the OnBase software, Hyland may ask the Customer to submit written acknowledgement affirming that the Hosted Solution has been successfully tested to the Customer's satisfaction. Hyland may delay the implementation of certain data protection or support services until Customer has submitted this written acknowledgement. This acknowledgement does not prevent Customer from making independent changes to the Hosted Solution. Rather, the intent is to facilitate effective change management by helping to ensure all parties work from a common point that is known to be fully functional and confirming that no loss of functionality has occurred as a result of hosting the solution on the Hyland Cloud Platform.

SPECIAL CONSIDERATIONS

This section applies to Hosted Healthcare customers who are receiving designated administration services from the Hyland Hosted Healthcare Services Team.

If the Hosted Solution includes hardware and/or software interfaces to be used for data integration and those resources will be remotely managed and supported by Hyland, Customer must provide access and administrative permissions to hardware and software interfaces located on the Customer's network to the appropriate Hyland personnel. Local technical and systems support for these data communication interfaces and systems at the Customer's location may also be required.

The Customer is responsible for maintaining all clinical and diagnostic activity, and for implementation and operation of all accounting, management and reporting systems, and audit functions.

If the Hosted Solution includes Master Patient Index feeds (MPI), Customer must provide such data and the related specifications in a timely manner.

AUDITS

All third-party Internet Service Providers used by Hyland have demonstrated compliance with the AICPA Service Organization Controls ("SOC") Reports for Service Organizations and/or ISO 27001 attestation standards (or a reasonable equivalent). Hyland validates the audit status of each third-party Internet Service Provider on an annual basis. A copy of the most recent audit report from each third-party Internet Service Provider is available to Customer upon written request.

Hyland maintains a periodic external audit program for the Platinum and Double Platinum Service Class Customers as described in the Service Class Manual. Attestations are typically completed on an annual schedule and currently utilize the SOC 2 standard. Platinum and Double Platinum customers are expressly included in the SOC 2 sample size for testing. A copy of Hyland's most recent SOC 2 report is available to all customers upon written request. Hyland's SOC 3 report is available at OnBase.com. Controls are the same for all customers, regardless of service class level.

Customer may conduct audits of Hyland's operations that participate in the ongoing delivery and support of the hosting services purchased by Customer on an annual basis; provided all the following criteria are met, (a) Customer provides Hyland with at least ninety (90) days prior written notice of its desire to conduct such audit, (b) Hyland and Customer mutually agree upon the timing, scope, and criteria of such audit, which may include the completion of questionnaires supplied by Customer and guided review of policies, practices, procedures, Hosted Solution configurations, invoices, or application logs, and (c) such audit is at Customer's cost and expense and Customer pays to Hyland fees (at Hyland's standard rates) for the Professional Services that are required or requested of Hyland in connection with such audit. Prior to any such audit, any third party engaged by Customer to assist with such audit, must enter into a Non-Disclosure Agreement directly with Hyland. If any documentation requested by Customer cannot be removed from Hyland's facilities as a result of physical limitations or policy restrictions, Hyland will allow Customer's auditors access to such documentation at Hyland's corporate headquarters in Ohio and may prohibit any type of copying or the taking of screen shots. Where necessary, Hyland will provide private and reasonable accommodation at Hyland's corporate headquarters in Ohio for data analysis and meetings. Upon reasonable notice, Hyland and Customer mutually agree to make necessary employees or contractors available for interviews in person or on the phone during such audit at Customer's cost and expense. Customer is prohibited from distributing or publishing the results of such audit to any third party without Hyland's prior written approval.

BUSINESS CONTINUITY

Customers who purchase the Platinum or Double Platinum Service Class, as described in the Service Class Manual, may participate in a data center failover test of Customer's Hosted Solution in order to determine each party's preparedness for a disaster or service failure; provided, that, (a) Customer provides Hyland with at least ninety (90) days' prior written notice of its desire to conduct failover testing, and (b) Hyland and Customer mutually agree upon the timing, scope, and criteria of such test, which may include document retrieval, document processing, and name resolution capabilities and (c) such failover testing is at Customer's cost and expense and Customer pays to Hyland fees (at Hyland's standard rates) for the Professional Services that are required or requested of Hyland in connection with such testing. Customer is prohibited from distributing or publishing the results of such testing to any third party without Hyland's prior written approval.

MONITORING AND REPORTING

Customer may request the following reports:

1. Service availability report containing a list of service level availability (“SLA”) incidents that have been reported by Customer. The report will reflect each incident’s confirmation or rejection by Hyland.
2. Technical Support Activity report containing a list of issues that have been reported by Customer. The listing of each issue will reflect the current status (Open, Closed, etc.).
3. Service Configuration report for the Customer’s Hosted Solution. These reports will contain an accounting of the services that are currently configured in support of the Customer’s Hosted Solution. For each service, the report will indicate the version of the OnBase software used, the number of servers on which it is hosted, and the version of the operating system in use on these servers.
4. Service Consumption Report containing a detailed accounting of the measurements used to generate the most recent invoice for the Customer’s Hosted Solution. Totals are generated in multiple categories including disk group storage, database storage, and SFTP Archive storage.
5. Data center audit report containing the most recent attestation demonstrating that the third party data center provider used by Hyland in support of the Customer’s Hosted Solution is compliant with the AICPA SOC Reports for Service Organizations, and/or ISO 27001 audit standards (or a reasonable equivalent).

Upon written request and no more than once per year, Hyland will perform a vulnerability assessment of the public URL used to access the Hosted Solution, for the purpose of identifying potential security weaknesses which may include (but is not limited to) inadequate input validation, sensitive data exposure, privilege escalation, cross site scripting, and broken session management. Hyland will create a report listing the number and severity of any weaknesses identified. Hyland will also provide a copy of such report to Customer. If the report contains vulnerabilities with a severity rating of “High” or “Critical”, Hyland will coordinate with the Customer to perform additional analysis and/or document a remediation plan intended to reduce the associated risks. Customer is prohibited from distributing or publishing the results of such report to any third party without Hyland’s prior written approval.

HOSTING SERVICES CATALOG

STANDARD HOSTING SERVICES FOR ONBASE

The following hosting services are included with each Hosted Solution at no additional cost. The Hyland Cloud Platform uses shared servers and services, where applicable.

Category	Included Features
Hosts in Primary Data center	- Redundant, web server - Redundant, application server - Redundant, file server and/or NAS device - Redundant, database server - Redundant, SFTP server - Redundant, application delivery Server - Redundant, Windows domain controllers - Redundant, private switches and firewalls - Redundant, DMZ switches and firewalls - OnBase Processing or Workflow Server
Hosts in Secondary Data center	- File server and/or NAS device containing a replicated copy of the Customer's disk groups from Primary Hosting Facility - Database server configured to receive database transactions from Primary Hosting Facility - Windows domain controllers - Private switches and firewalls - DMZ switches and firewalls
Security Services	- Real Time Intrusion Detection and Prevention - Anti-Virus Services - Firewalls in a DMZ configuration - Patch Management services - TLS and/or SSL and SSH2 transport encryption - Periodic vulnerability scanning - Source IP restrictions available upon request. One update per year included at no cost. More frequent modifications are invoiced at Hyland's current hourly billing rate for technical services.
Governance	AICPA, ISO, or equivalent security audit of data center within past 12 months.
Database Protection**	- Replication of database transactions to a second, independent database server in the primary data center. - Replication of database transactions to a third, independent database server in a secondary data center that is at least 200 miles from the primary data center.

Document Protection**	- Replication of processed/ingested documents to a second, independent storage device within the primary data center. - Replication of processed/ingested documents to a third, independent storage device within a secondary data center that is at least 200 miles from the primary data center.
** The services described in this section are explicitly excluded from and not provided in connection with any non-production instance of the Customer's Hosted Solution and/or SFTP transfers. Hyland does not backup or replicate Customer Data stored within non-production instances of the Customer's Hosted Solution and/or SFTP archives.	

OPTIONAL HOSTING SERVICES

These services can be added to any Hosted Solution at an additional cost.

Option	Description
Backfile Conversion Fee	Hyland may charge for Hyland Professional Services associated with large backfile ingestion of electronic files.
Data Extraction Charges	- Data Extraction is priced as a flat rate and includes a full copy of the Disk Groups and a tagged metadata export in a text file. Additional manipulation to extract specific documents, Document Types, etc. requires hourly rate at the current Hyland Cloud Professional Services rate. Additional fees apply if extraction is published. - Data Extraction is to an encrypted USB hard drive, which must be purchased from Hyland. The price of the encrypted hard drive is included in the price of the Extraction. - Data extraction request must be placed at least 30 days in advance.
File Import Charges	Single, one-time ingestions greater than 100 GB may require a one-time services fee.

Hosted Solution Outsourced Administration Services (OSA)	■ Administration tasks vary from simple jobs, such as adding users, to more complex items, like discussing new builds and performing security updates. OSA provides a wide range of tasks, including: ▶ Simple tasks ■ Creating and managing user and document types ■ Checking process locks ■ Ensuring capture processes have executed ■ Reviewing verification reports ▶ Complex tasks ■ Reviewing document maintenance and retention processes ■ Managing SQL and index data ■ Checking logs for discrepancies ■ Analyzing disk groups for missing files ■ Additional items are included in this service and included in the agreement for the service if and when contracted
Full-Text Indexing Hosting Package	■ The Full-Text Indexing hosting package provides the additional infrastructure components and maintenance services required by the Full-Text Indexing for Autonomy IDOL in a Hosted Solution. ■ When the OnBase software has been licensed to Customer on a perpetual licensing model, Customers using Full-Text Indexing for Autonomy IDOL are required to purchase the Full-Text Indexing hosting package. ■ A one-time setup fee will be charged, equal to the monthly fee. ■ The Purchase of the hosting package does not replace the purchase of the OnBase Full-Text Indexing module.
Report Services Hosting Package	■ The Report Services hosting package provides the additional infrastructure resources and maintenance services required by the Report Services module in a Hosted Solution. ■ For low volume activity and basic reporting within a Hosted Solution, it may be possible for customers to use the production copy of their database and their production web servers for running/accessing Report Services without affecting their solution performance. ■ For high-volume activity and advanced reporting when the OnBase software has been licensed on a perpetual licensing model, the Report Services hosting package is required, which includes: A dedicated web server to host Report Services module, and a read-only copy of the production database configured so that database transactions are reflected within the regularly scheduled timeframe.
Enterprise Integration Server (EIS) Hosting Package	■ The EIS hosting package provides the additional infrastructure components and maintenance services required by the Enterprise Integration Server module within a Hosted Solution. ■ When the OnBase software has been licensed to Customer on a perpetual licensing model, Customers using EIS with EIS hosted by Hyland are required to purchase this package. ■ Customers who host and administer EIS within their own corporate network are not required to purchase the EIS Hosting package. ■ A one-time setup fee will be charged equal to the monthly fee. ■ The purchase of the EIS hosting package does not replace the need to purchase EIS.

OCR (Optical Character Recognition) Hosting Package	▪ The OCR hosting package provides the additional infrastructure components and maintenance services required by the OCR module within a hosted OnBase solution. ▪ When the OnBase software has been licensed to Customer on a perpetual licensing model, Customers using OCR are required to add the OCR hosting package, which includes an isolated processing server for processing of OCR. ▪ A one-time setup fee will be charged, equal to the monthly fee. ▪ The purchase of the hosting package does not replace the purchase of the OnBase OCR module.
Advanced Capture Hosting Package	▪ The Advanced Capture hosting package provides the additional capacity required in a Hosted Solution to ensure optimal performance of the advance capture functionality. ▪ When the OnBase software has been licensed to Customer on a perpetual licensing model, Customers using advanced capture modules, including but not limited to Advanced Capture, Intelligent Capture for AP, etc. are required to add the Advanced Capture hosting package.
Additional application delivery licenses	▪ One application delivery license is included in the monthly Hosting Fee for administrative access to the Hosted Solution. Additional application delivery licenses may be purchased for additional access.

SERVICE CLASS MANUAL

A Hyland Cloud Document

Version 2017.2

December 1, 2017

Table of Contents

Introduction 2

Definitions 2

Service Level Commitments..... 4

 Table 1: Monthly Uptime Percentage 4

 Table 2: Business Continuity 5

 Service Level Commitment Terms 5

 Exclusive Remedies Terms 5

System Maintenance 6

 Table 3: System Maintenance 6

Introduction

This Service Class Manual provides Customers a detailed description of the Service Level Commitments available for purchase by Customer as part of Standard Hosting Services. Capitalized terms not defined in this Service Class Manual have the meanings set forth in the Hosting Agreement.

Definitions

“Monthly Hosting Fee” means the Hosting Fees allocable to the month in which the applicable service failure occurred.

“Downtime” means the aggregate time (in minutes) each calendar month, as confirmed by Hyland following written notice from Customer, that: (1) Customer has experienced Network Unavailability; (2) no documents stored in the Software can be retrieved from the Hosted Solution; or (3) no documents can be input into the Software. The length of Downtime will be measured from the time Customer first reports the covered failure condition(s) to Hyland in writing until the time when Hyland’s testing confirms that the failure condition(s) reported are no longer present. Downtime does not include any failure condition(s) described above which occur due to an Exclusion Event. Hyland agrees that following the occurrence of a Downtime event, Hyland shall provide to Customer a report which will include, as applicable, a detailed description of the incident, start and end times of the incident, duration of the incident, business/functional impact of the incident, description of remediation efforts taken, and a description of outstanding issues or tasks relating to the incident.

“Eligible Customer Data” means all Customer Data that Hyland confirms has been stored within the Software included in the Hosted Solution for a number of hours (prior to the time Hyland provides a Failover Notice) that exceeds the applicable recovery point objective set forth in table 2 under “Service Level Commitments” below.

“Exclusion Event” means any of the following occurrences:

- (1) System Maintenance that is within the System Maintenance hours limit of the applicable Service Class (see “System Maintenance” below);
- (2) failure of Customer’s equipment or facilities;
- (3) acts or omissions of Customer, including but not limited to (a) performance or non-performance of any services by a third party (other than Hyland) contracted by Customer to provide services to Customer related to the Hosted Solution, (b) any failure that Customer mutually agrees is not due to fault of Hyland or Hyland’s contracted third party hosting company, (c) changes in Customer’s business requirements that are not reported in advance to Hyland and addressed by

- the parties through a change order (as described in the Hosting Agreement), or (d) failure of any code or configurations managed or written by Customer or any third party vendor to Customer;
- (4) the occurrence of a force majeure event (as described in the Hosting Agreement)
 - (5) Internet failure or congestion;
 - (6) any defect or failure of any Third Party Software or hardware that is part of the Hosted Solution, where the manufacturer has discontinued maintenance and support of such Third Party Software or hardware, Hyland has notified Customer of such discontinuance and the need to upgrade, and Customer has not notified Hyland (within thirty (30) days after receipt of Hyland's notice) that Customer agrees to permit Hyland to upgrade such Third Party Software or hardware to a supported version; or
 - (7) provided that Hyland has fulfilled its obligations under the Process Manual with respect to virus protection, Hosted Solution failures or other failures caused directly or indirectly by known or unknown computer viruses, worms or other malicious programs.

"Failover Notice" means a written notice provided by Hyland to Customer (which notification may be made by electronic communication, including e-mail) indicating that Hyland is initiating a data center failover for the Hosted Solution.

"Monthly Uptime Percentage" means the total number of minutes in a calendar month, minus the number of minutes of Downtime in such month, divided by the total number of minutes in such month.

"Network Unavailability" means: (a) a loss of more than 1% of network traffic between the Network and data center provider's Internet backbone network; or (b) a latency of more than 100 milliseconds between the Network and the data center provider's Internet backbone network, in each case which is confirmed by Hyland over a period of at least five (5) minutes. The length of the Network Unavailability will be measured from the time Customer first notifies Hyland in writing of the failure condition(s) to the time when Hyland's measurements indicate that the failure condition(s) described are no longer present.

"System Maintenance" means the maintenance of the Hosted Solution, whether such maintenance is scheduled (e.g., for upgrading of the Software or any other Hosted Solution components or for any other scheduled purpose) or unscheduled (due to emergency), and which results in the Hosted Solution being unavailable or inaccessible to Customer.

"Recovery Point" means the minimum number of hours (prior to the time Hyland provides a Failover Notice) that Customer Data shall be stored within the Software included in the Hosted Solution to qualify as Eligible Customer Data.

“Recovery Time” means the number of hours from the time a Failover Notice is delivered to the time the Hosted Solution has been Restored, excluding all time during that period when an Exclusion Event affects both the current primary and secondary data centers.

“Restore” or “Restored” means that, except to the extent prevented by an Exclusion Event: (1) Eligible Customer Data can be stored in the Software and retrieved from the Hosted Solution; and (2) new Customer Data can be input into the Software.

Service Level Commitments

Table 1: Monthly Uptime Percentage

Service Classes	Silver	Gold	Platinum	Double Platinum
Monthly Uptime Percentage				
Monthly Uptime Percentage	99%	99.50%	99.80%	99.90%
Monthly Uptime Percentage Service Level Credits				
Monthly Uptime Percentage Service Credit Ranges and Applicable Credit Determinations	Less than 99%	99.49-99%	99.79-99%	99.89-99%
	25% of the Monthly Hosting Fee	25% of the Monthly Hosting Fee	25% of the Monthly Hosting Fee	25% of the Monthly Hosting Fee
		Less than 99%	Less than 99%	Less than 99%
		50% of the Monthly Hosting Fee	50% of the Monthly Hosting Fee	50% of the Monthly Hosting Fee

Table 2: Business Continuity

Service Classes	Silver	Gold	Platinum	Double Platinum
Business Continuity				
Recovery Point Objective	8 hours	4 hours	2 hours	1 hour
Recovery Time Objective	168 consecutive hours	48 consecutive hours	24 consecutive hours	4 consecutive hours
Business Continuity Service Level Credits				
Business Continuity Service Level Credit	50% of the Monthly Hosting Fee	50% of the Monthly Hosting Fee	50% of the Monthly Hosting Fee	50% of the Monthly Hosting Fee

Service Level Commitment Terms

Monthly Uptime Percentage. Hyland will meet the Monthly Uptime Percentage corresponding to the applicable Service Class purchased by Customer, as identified in table 1 above, during each calendar month.

Business Continuity. Hyland shall provide a Failover Notice prior to commencing a failover of the Hosted Solution from the current production data center to any backup data center. In the event Hyland delivers a Failover Notice to Customer, Hyland shall restore the Hosted Solution within the applicable Recovery Time objective set forth in the table 2 above.

Exclusive Remedies Terms

Monthly Uptime Percentage. In the event the Monthly Uptime Percentage during any calendar month is less than the applicable Monthly Uptime Percentage set forth in the Table 1, Hyland shall provide to Customer the applicable credit against Hosting Fees specified in Table 1 above.

For example, purposes only, assume Customer purchased the gold Service Class. In such event:

- (i) if Monthly Uptime Percentage is equal to or greater than 99%, but less than 99.5%, Customer shall receive a one-time credit against Hosting Fees in an amount equal to twenty-five percent (25%) of the Monthly Hosting Fee; or

- (ii) if the Monthly Uptime Percentage is less than 99%, Customer shall receive a one-time credit against Hosting Fees in an amount equal to fifty percent (50%) of the Monthly Hosting Fee.

Business Continuity. If, following delivery of a Failover Notice, the Hosted Solution is not restored within the applicable Recovery Time objective set forth in Table 2, Hyland shall provide to Customer the applicable credit against Hosting Fees specified in Table 2 above.

Maximum Service Level Credit. Notwithstanding anything to the contrary herein, Customer acknowledges and agrees that Customer is only entitled to a maximum of one (1) service level credit for all events occurring in a particular calendar month. Customer shall be entitled to only the largest service level credit which may be payable for one or more of the service level failures occurring in such calendar month.

Application of Service Level Credits. Service level credits will be applied first to any outstanding amounts which are due and owing from Customer, and then to future Hosting Fees.

Termination Remedy. If Customer earns a service level credit either: (i) in two (2) consecutive calendar months, or (ii) in three (3) calendar months during any six (6) consecutive month period; then Customer may, by written notice to Hyland delivered within thirty (30) days after the last credit described in either clause or (i) or (ii) above is earned, terminate the Hosting Agreement.

Exclusivity. The remedies set forth above constitute the sole and exclusive remedies available to Customer for any failure to meet the service level commitments set forth in this Service Class Manual.

System Maintenance

Table 3: System Maintenance

Service Classes	Silver	Gold	Platinum	Double Platinum
System Maintenance				
Monthly System Maintenance Hours Limit	16 hours	16 hours	6 hours	6 hours

Except as otherwise agreed by Customer and Hyland, for the purposes of an Exclusion Event, System Maintenance shall not exceed the number of hours specified in the table above in any calendar month.



HYLAND SOFTWARE, INC.
LAWLOGIX GUARDIAN ORDER FORM
Customer:

Administrative Contact		Billing Contact		Same as administrative
Name:		Name:		
Customer:		Customer:		
Address 1:		Address 1:		
Address 2:		Address 2:		
City:		City:		
State/Province:	Postal Code:	State/Province:	Postal Code:	
Tel:	Fax:	Tel:	Fax:	
E-mail:		E-mail:		

SOFTWARE SUBSCRIPTION	FEES AND PAYMENT DETAILS
I-9 Subscription Fees for up to I-9s per year ("Annual Allotment").	\$ per year, invoiced in equal monthly amounts each CHOOSE: month or year. OR \$ per I-9, invoiced monthly in arrears.
User Licenses for Premium, Standard, and Basic Users	\$ 79.00 one-time fee per Premium User \$ 19.95 one-time fee per Standard User *No charge for Basic Users

Subscription Pricing Terms and Conditions

1. The Subscription Term will commence on the first day of the month of the Go-Live Date ("Subscription Start Date") and will continue for an initial term of three (3) years, or until terminated by either party as set forth in the Agreement. Unless otherwise terminated, the subscription shall automatically renew after the initial term for additional terms of twelve (12) months unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing Subscription Term.
2. Hyland will commence invoicing the I-9 Subscription Fees for the first year of the Subscription Term upon signing of this Order Form. Subscription fees for subsequent years during the Subscription Term will be invoiced upon the applicable anniversary of the Subscription Start Date.
3. Unused I-9 allotments expire at the end of each year (i.e., I-9s do not carry over).
4. Additional I-9s created beyond the included I-9 records per year shall incur a rate of \$ per I-9, billed monthly in arrears once the Annual Allotment has been reached.

IMPLEMENTATION SERVICES	FEES AND PAYMENT DETAILS										
Implementation of Guardian, which includes the following: <table style="width: 100%; border: none;"><tr><td style="width: 20%;">Consulting Services:</td><td>hours</td></tr><tr><td>Training Services:</td><td>3 group webinar training sessions</td></tr><tr><td>Premium Users:</td><td>Premium Users</td></tr><tr><td>Standard Users:</td><td>Standard Users</td></tr><tr><td>E-Verify MOUs:</td><td>E-Verify MOU</td></tr></table>	Consulting Services:	hours	Training Services:	3 group webinar training sessions	Premium Users:	Premium Users	Standard Users:	Standard Users	E-Verify MOUs:	E-Verify MOU	\$ one-time non-refundable implementation fee invoiced upon signing of this Order Form.
Consulting Services:	hours										
Training Services:	3 group webinar training sessions										
Premium Users:	Premium Users										
Standard Users:	Standard Users										
E-Verify MOUs:	E-Verify MOU										
Implementation Terms and Conditions: Hyland will perform Implementation Services according to the terms and conditions available online at: http://www.lawlogix.com/products/guardian/guardian-implementation-sow-final-042916/ .											

OPTIONAL SOFTWARE SERVICES	FEES AND PAYMENT DETAILS
Additional E-Verify MOU	\$295 one-time fee per MOU invoiced upon written request from Customer
Extension of test environment instance beyond 90-day Test Period	\$199 per month invoiced upon expiration of Test Period
Additional Implementation and Consulting Services	\$215 per hour billed in quarter-hour increments. Initial deposit (based on estimated number of hours) invoiced upon written request from Customer.
On-Site Training	\$1,000 per trainer per day, plus reasonable related travel and lodging expenses. Full payment invoiced upon written request from Customer.
Phone and Webinar-based support for Standard Users	\$95 per hour billed in quarter hour increments, due upon written request from Customer

OPTIONAL SERVICES – HISTORICAL I-9 DATA MIGRATION	
I-9 Data Type (choose one or both) ☐ Electronic I-9 Migration ☐ Paper I-9 Migration <i>(Choose only one option):</i> ☐ Data Migration and TECS report (Compliance Enablement) ☐ Data Migration, TECS, and Remediation (Compliance Achieved) ☐ Organization declines all migration Estimated # of I-9s to be migrated (or N/A if declining): # Paper I-9s: # Electronic I-9s	<u>Data Migration with TECS:</u> per paper I-9 and \$2.25 per electronic I-9 based on expected volume with a minimum non-refundable fee (regardless of I-9 count) of . <u>Data Migration, TECS, and Remediation:</u> per I-9 based on expected volume with a minimum non-refundable fee (regardless of I-9 count) of . Maximum Number of Batches: I-9s shall be grouped together in no more than one Batch for delivery to Hyland.
<u>Data Migration and Remediation Pricing Terms and Conditions:</u> 1) Payment Terms. Upon signing of this Order Form, Hyland will invoice Customer 100% of the total estimated data migration fees. The remaining balance of the total actual data migration fees (if any) shall be invoiced on progress based upon the number of I-9s received by Hyland for migration. Note additional data migration terms below. 2) Supporting Documents. Hyland will assess a charge of \$.35 per page for any I-9 supporting document (e.g., copy of driver's license, SS card, etc.). Paper I-9s or related documents that contain staples, paper clips, or other devices requiring de-assembly and re-assembly by Hyland are subject to an additional per unit (binding unit of staple, paperclip, or other) of \$.20 per unit. 3) Additional Engineering Assistance: Additional engineering assistance is available upon request for a fee of \$215 per hour with a 2-hour minimum. 4) Statement of Work: Hyland will perform Data Migration and Remediation Services according to the terms and conditions available online at Data Migration services only: http://www.lawlogix.com/products/guardian/statement-work-guardian-data-migration-services-6-17-16/ Data Migration and Remediation services: http://www.lawlogix.com/products/guardian/statement-work-guardian-data-migration-remediation-services-6-17-16/	

ORDER FORM CONTINUES ON NEXT PAGE

OPTIONAL SERVICES – INTEGRATION HUB PRICING

Integration Tier	Integration Services Included	Price (Annually) - High Volume	Price (Annually) - Low Volume
Tier 1	Data feed – 1 source (6 Data Sets) and up to 10 hours of professional services and consulting	\$2,995/year	\$1,995/year
Tier 2	Data feed – up to 3 Data Sources (6 Data Sets) and SSO (Service Provider Initiated) and up to 15 hours of professional services and consulting	\$4,995/year	\$2,995/year
Tier 3	All of Tier 2 plus: SSO (Identity Provider Initiated) and API / Web services and up to 20 hours of professional services and consulting	\$8,995/year	\$4,995/year
		High Volume = > 1000 I-9s/year; and max calls of 10,000 per 24 hours	Low Volume = < 1000 I-9s/year; and max calls of 5,000 per 24 hours

“Data Source” means a single repository of information (e.g., a payroll system, applicant tracking system, onboarding solution, etc.) from which Customer Data can be extracted. “Data Set” means a collection of Customer Data sent through an automated data feed to the Software from one discrete Data Source at a particular time or interval. Engineering or Professional Services assistance outside the initial implementation services listed above shall be billed at a flat rate of \$215.00 per hour with a two-hour minimum. For additional terms and conditions, see the implementation SOW online at:

<http://www.lawlogix.com/products/guardian/guardian-implementation-sow-final-042916/>.

Integration Hub Services Options

Service (Choose only one)	Choose either Low or High for Tier Selected
☐ Tier 1	☐ Low or ☐ High
☐ Tier 2	☐ Low or ☐ High
☐ Tier 3	☐ Low or ☐ High
Organization declines all Integration Hub Options at this time	

Brief Description of Desired Feed(s)/APIs/Web Services (if applicable):**Brief Description of Desired SSO (if applicable):**

\$ Annual Integration Hub Fee. Initial annual integration hub fee will be invoiced upon signing of this Order Form.

ORDER FORM CONTINUES ON NEXT PAGE

OPTIONAL SERVICES - <i>pan Remote I-9 Completion Services</i>	FEES
<u>Description</u> • Network of trained individuals who can complete section 2 of the Form I-9 for remote employees • Employees can self-schedule appointments at participating pan verification locations • Customer can monitor the status of the remote I-9 verification through Guardian reports (Choose only one option): ☐ pan Remote I-9 Completion Services ☐ Organization declines pan Remote I-9 Completion services <u>Estimated</u> annual # of pan Remote I-9 Completion services needed: Annual #:	\$995.00 one-time non-refundable implementation fee invoiced upon signing of this Order Form non-refundable fee per attended section 2 remote appointment, billed monthly in arrears.
pan Remote I-9 Pricing Terms and Conditions 1. Appointments may be cancelled up to 24 hours prior to the scheduled time. Customer will be invoiced \$19.95 for each instance where a new hire employee cancels an appointment with less than 24 hours notice or fails to attend a scheduled appointment. 2. The pan Remote I-9 Services are subject to the following additional terms and conditions available online at http://www.lawlogix.com/guardian-pan.	

Agreement and Acceptance:

This Order Form incorporates by reference the Guardian Master Services Agreement located at <http://www.lawlogix.com/products/guardian/guardian-msa-6-9-2016> the "Agreement") and is subject in all respects to the terms of the Agreement. Customer agrees that he/she has read and understood the Agreement, and that the Agreement, together with this Order Form and other terms referenced herein, constitutes a legally binding and enforceable contract between the parties. Capitalized terms used on this Order Form but not defined herein will have the meaning given to them in the Agreement.

Agreed by:

Hyland Software, Inc., through its LawLogix Division
("Hyland")

("Customer")

 Signature

 Signature

 Printed Name

 Printed Name

 Title

 Title

 Date

 Date