

RESOLUTION NO 2026-110

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND HYLAND SOFTWARE, INC., AN OHIO CORPORATION, FOR INFORMATION TECHNOLOGY SOFTWARE, TRAINING, AND SERVICES TO ENHANCE THE CITY'S CURRENT ONBASE SOFTWARE; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Policies & Procedures Manual (the "City Purchasing Policies") of the City of Lake City (the "City") provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS, the City has a need for information technology software, training, and services to enhance the City's current OnBase software to improve workflows and efficiency (the "Services"); and

WHEREAS; United States General Services Administration (the "GSA"), negotiated a contract with Hyland Software, Inc., an Ohio corporation (the "Vendor") to supply the Services pursuant to Contract GS-35F-249DA; and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Services by GSA; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Services on such terms and conditions as the Vendor has contracted with GSA; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, engaging the Vendor to provide the products and services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

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1. Engaging the Vendor to provide the Services in the Agreement is in the public or community interest and for public welfare; and
 2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
 3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
 4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
 5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of October, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the "Agreement") is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

**Hyland Software Inc
28105 Clemens Rd
Westlake, OH 44145-1100**

(the "Vendor").

WITNESSETH:

WHEREAS, on **April 1, 2016**, **General Services Administration** (the "Original Procuring Government") awarded **Contract GS-35F-249DA** for IT Software, IT Training, and IT Services to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit 'A' (the "Original Procurement Bid and Contract"); and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; and

WHEREAS, the Vendor is willing to provide "piggyback" services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

WHEREAS, the City of Lake City desires to avail itself of the benefits of a piggyback contract and intends to utilize said contract pursuant to the proposal HYL085683, together with any other projects for which the goods and services procured thereunder may be applicable, all at the sole discretion of the City;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The parties deem the foregoing recitals true and correct and incorporate them herein by reference.
2. **General.**
 - a. **Terms of Agreement.** This is a piggyback purchasing *Agreement*. The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit 'A', specifically including:
 - i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;
 - ii. All special conditions of the Original Procurement Bid and Contract Documents;

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- iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;
 - iv. All specifications, scopes of services, and/or descriptions of goods to be sold are contained in the Original Procurement Bid and Contract Documents;
 - v. All addenda to the Original Procurement Bid and Contract Documents;
 - vi. All insurance requirements are outlined in the Original Procurement Bid and Contract Documents.
 - vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and
 - viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

- b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes. The City* ratifies the bidding process performed by the Original Procuring Government as full, fair, and representative of the quantity and quality of bids the City would receive if it obtained written quotations or published an advertisement for bids.
- c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the original procurement documents should control or where the City believes the other government's contract should control over the bid documents.

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3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **March 31, 2031**. The Original Procurement Bid and Contract provides for one **(1) renewal of a five (5) year extension** of the initial term. This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.
 4. **Invoices.** Send invoices for services to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or email them to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.
 5. **Price for Services.** If different from the Original Procurement Bid and Contract, the price for the Vendor's performance of the scope of services or the City's purchase of goods shall be as follows:

The City reserves the right to modify prices after this Agreement has been in effect for the initial period, when it is in the best interest of the City of Lake City. Price adjustments may be determined using an appropriate price index, if such an index is standard in the Vendor's industry dealings and/or in government transactions within the City of Lake City, Columbia County, or the State of Florida. The Vendor agrees to notify the City if the original procuring government adjusts prices for work performed or goods sold under the original procurement bid and contract, along with the reasons for any such increase or decrease.

6. **Sovereign Immunity; Limitation of Liability.** The City is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.
7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically, Contractor shall:
 - a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.

- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Audrey E. Sikes, City Clerk,
City of Lake City, Custodian of Public Records
At 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, FL 32055.**

8. Liability and Insurance.

- a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all

damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

- c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.
- d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

HYLAND SOFTWARE, INC.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

By _____, its

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

COMPOSITE EXHIBIT "A"
ORIGINAL PROCUREMENT BID AND CONTRACT

EXHIBIT "A"



GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE FSS PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The website for GSA Advantage!® is: <https://www.GSAAdvantage.gov>.

SCHEDULE TITLE:
Multiple Award Schedule (MAS)
Information Technology

FSC/PSC Class 7030 – IT Software

- Special Item Number 511210 Software Licenses – Includes both term and perpetual software licenses and maintenance.

FSC/PSC Class U012 – IT Training

- Special Item Number 611420 Information Technology Training – Includes training on hardware, software, cloud, and other applicable systems.

FSC/PSC Class D399 – IT Services

- Special Item Number 54151S Information Technology Professional Services – IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

Miscellaneous – Complementary Special Item Numbers (SINs)

- Special Item Number OLM – Order Level Materials

CONTRACT NUMBER:
GS-35F-249DA

CONTRACT PERIOD:
April 1, 2016 – March 31, 2031

Hyland Software Inc.
Address: 28105 Clemens Road
Westlake, OH 44145
Phone: (440) 788-5000
Fax: (440) 788-5100
Website: www.hyland.com

Contact for Contract Administration: Victoria Stolz
Email: Victoria.Stolz@hyland.com
Phone: 336.779.5394

BUSINESS SIZE: Other than Small

Prices Shown on Advantage are Net (discount deducted)

Prices on Advantage current as of 1/21/2026



CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded prices.

SIN 511210	Software Licenses
SIN 611420	Information Technology Training
SIN 54151S	Information Technology Professional Services
SIN OLM	Order Level Materials

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. See GSA Schedule Price List on Advantage

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. See GSA Schedule Price List linked on Advantage

2. Maximum order.

The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:

- Special Item Number 511210 – Software Licenses
- Special Item Number 54151S – Information Technology Professional Services

The Maximum Order for the following Special Item Numbers (SINs) is \$25,000:

- Special Item Number 611420 – Information Technology Training

The Maximum Order for the following Special Item Numbers (SINs) is \$100,000:

- Special Item Number OLM – Order Level Materials

3. Minimum order. \$50.

4. Geographic coverage (delivery area). *Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities. *Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☒ The Geographic Scope of Contract will be domestic and overseas delivery.
☐ The Geographic Scope of Contract will be overseas delivery only.
☐ The Geographic Scope of Contract will be domestic delivery only.

5. Point(s) of production (city, county, and State or foreign country). United States, Great Britain, and Germany.

6. Discount from list prices or statement of net price. 0-20%.

7. Quantity discounts. 0.25% for orders greater than \$500,000.

8. Prompt payment terms. Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

**9. Foreign items.**

Product from Germany		HINTLPROC_SUBS		
Products from Great Britain		HCPLG1-MG_SUBS	HCPSGI-MDE_SUBS	PEC-SUB-0453-0002-SM
HCPAP1-LG_SUBS	HCPGUIU-MD_SUBS	HCPLG1-SM_SUBS	HCPSGI-MDS_SUBS	PEC-SUB-0453-0010-LG
HCPAP1-SM_SUBS	HCPGUIU-SM_SUBS	HCPLG2-LG_SUBS	HCPSGI-MGE_SUBS	PEC-SUB-0453-0010-MD
HCPAP2-LG_SUBS	HCPHE1-LG_SUBS	HCPLG2-MD_SUBS	HCPSGI-MGS_SUBS	PEC-SUB-0453-0010-MG
HCPAP2-SM_SUBS	HCPHE1-MD_SUBS	HCPLG2-MG_SUBS	HCPSGI-SME_SUBS	PEC-SUB-0453-0010-SM
HCPAP3-LG_SUBS	HCPHE1-SM_SUBS	HCPLG2-SM_SUBS	HCPSG-LGE_SUBS	PEC-SUB-0453-0025-LG
HCPAP3-SM_SUBS	HCPHE2-LG_SUBS	HCPLGI1-LG_SUBS	HCPSG-LGS_SUBS	PEC-SUB-0453-0025-MD
HCPAPI1-LG_SUBS	HCPHE2-MD_SUBS	HCPLGI1-MD_SUBS	HCPSG-MDE_SUBS	PEC-SUB-0453-0025-MG
HCPAPI1-SM_SUBS	HCPHE2-SM_SUBS	HCPLGI1-MG_SUBS	HCPSG-MDS_SUBS	PEC-SUB-0453-0025-SM
HCPAPI2-LG_SUBS	HCPHE1-LG_SUBS	HCPLGI1-SM_SUBS	HCPSG-MGE_SUBS	PEC-SUB-0454-0002-LG
HCPAPI2-SM_SUBS	HCPHE1-MD_SUBS	HCPLGI2-LG_SUBS	HCPSG-MGS_SUBS	PEC-SUB-0454-0002-SM
HCPAPI3-LG_SUBS	HCPHE1-SM_SUBS	HCPLGI2-MD_SUBS	HCPSG-SME_SUBS	PEC-SUB-0454-0010-LG
HCPAPI3-SM_SUBS	HCPHE2-LG_SUBS	HCPLGI2-MG_SUBS	HCPSG-SMS_SUBS	PEC-SUB-0454-0010-SM
HCPAPIU-LG_SUBS	HCPHE2-MD_SUBS	HCPLGI2-SM_SUBS	PEC-SUB-0452-0002-LG	PEC-SUB-0454-0025-LG
HCPAPIU-SM_SUBS	HCPHE2-SM_SUBS	HCPLGIU-LG_SUBS	PEC-SUB-0452-0002-MD	PEC-SUB-0454-0025-SM
HCPAPU-LG_SUBS	HCPHEIU-LG_SUBS	HCPLGIU-MD_SUBS	PEC-SUB-0452-0002-SM	PEC-SUB-0454-0050-LG
HCPAPU-SM_SUBS	HCPHEIU-MD_SUBS	HCPLGIU-MG_SUBS	PEC-SUB-0452-0010-LG	PEC-SUB-0454-0050-SM
HCPGUI1-LG_SUBS	HCPHEIU-SM_SUBS	HCPLGIU-SM_SUBS	PEC-SUB-0452-0010-MD	PEC-SUB-0454-LGEA
HCPGUI1-LG_SUBS	HCPHEU-LG_SUBS	HCPLGU-LG_SUBS	PEC-SUB-0452-0010-SM	PEC-SUB-0454-LGSD
HCPGUI1-MD_SUBS	HCPHEU-MD_SUBS	HCPLGU-MD_SUBS	PEC-SUB-0452-0025-LG	PEC-SUB-0454-MDEA
HCPGUI1-SM_SUBS	HCPHEU-SM_SUBS	HCPLGU-MG_SUBS	PEC-SUB-0452-0025-MD	PEC-SUB-0454-MDSD
HCPGUI2-LG_SUBS	HCPIH1_SUBS	HCPLGU-SM_SUBS	PEC-SUB-0452-0025-SM	PEC-SUB-0454-MGEA
HCPGUI2-MD_SUBS	HCPJCMS_SUBS	HCPPC1_SUBS	PEC-SUB-0453-0002-LG	PEC-SUB-0454-MGSD
HCPGUI2-SM_SUBS	HCPLG1-LG_SUBS	HCPSGI-LGE_SUBS	PEC-SUB-0453-0002-MD	PEC-SUB-0454-SMEA
HCPGUIU-LG_SUBS	HCPLG1-MD_SUBS	HCPSGI-LGS_SUBS	PEC-SUB-0453-0002-MG	PEC-SUB-0454-SMSD

10a. Time of delivery. (Contractor insert number of days.)

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)	EXPEDITED DELIVERY TIME
511210	60 Days	30 Days
611420	60 Days	30 Days
54151S	60 Days	30 Days
OLM	60 Days	30 Days

10b. Expedited Delivery. Items available for expedited delivery are noted in this price list. See table above.

10c. Overnight and 2-day delivery. Schedule customer may contact the Contractor for rates for overnight and 2-day delivery. See table above.

10d. Urgent Requirements. When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall



reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

11. F.O.B. point. Destination.

12a. Ordering address(es).

Hyland Software, Inc.
28105 Clemens Road
Westlake, OH 44145
(440) 788-6820

12b. Ordering procedures. For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address.

Hyland Software, Inc.
28105 Clemens Road
Westlake, OH 44145
(440) 788-6820

14. Warranty provision. 60 days.

15. Export packing charges, if applicable. N/A.

16. Terms and conditions of rental, maintenance, and repair (if applicable). N/A.

17. Terms and conditions of installation (if applicable). Please see End User License Agreements and Maintenance Terms below. Contact vendor for details.

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). N/A.

18b. Terms and conditions for any other services (if applicable). Contact vendor for details.

19. List of service and distribution points (if applicable). N/A.

20. List of participating dealers (if applicable). See below. Orders placed under Hyland's GSA Scheduled shall be issued to Hyland Software and shall reference the Authorized Dealer. Hyland Software will invoice the ordering activity and requires payment to be made directly to Hyland Software for all orders. Dealers are not permitted to accept payment on Hyland Software's behalf, except when an authorized Teaming Agreement is utilized for that order. See table below for list of Authorized Dealers.

21. Preventive maintenance (if applicable). Telephone: (440) 788-6500.

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). N/A.

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found. The EIT standards can be found at: www.Section508.gov/. I certify in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility



Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware, software, and services are 508 compliant and that the offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at: **Please contact your Account Manager for details.**

23. Unique Entity Identifier (UEI). KPENNJTYK1B3.

24. Notification regarding registration in System for Award Management (SAM) database. Registered.



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**TERMS AND CONDITIONS****1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. Therefore, items delivered shall be deemed accepted two (2) calendar days after delivery, unless rejected earlier. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights right to user acceptance testing (1) within a reasonable time after the defect was discovered or should have been discovered; as set forth below and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software. Notwithstanding the foregoing, post acceptance rights cannot be exercised more than five (5) calendar days after delivery. In addition, for a period of six (6) months from the date that a Software module and a production certificate (which is a license certificate necessary to be applied to User's systems to activate the Software for use in User's production environment) including such Software module first have been delivered to User (either by shipment of media containing the Software, downloading of the Software or the production certificate onto User's systems in connection with the installation of the Software, or the Software or the production certificate being made available for download by User from a web site identified to User), Hyland warrants to User that the Software, when properly installed and properly used, will function in all material respects as described in the "Help Files" included in the Software and that relate to the functional, operational or performance characteristics of the Software ("Documentation"). The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Software that has been (1) modified by User or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused.

For additional information, including but not limited to, Guarantee/Warranty, Utilization Limitations, and Right to Copy Pricing, see attached End User License Agreement for additional terms and conditions.



HYLAND ONBASE SPECIFICATIONS

Databases Supported

The following sections list the databases supported in OnBase Foundation EP4.

The following versions of Microsoft SQL Server™ are supported:

- Microsoft SQL Server 2012 (all service packs)
- Microsoft SQL Server 2014 (all service packs)
- Microsoft SQL Server 2016 (all service packs)
- Microsoft SQL Server 2017
- Microsoft SQL Server 2019

When using Microsoft SQL Server databases, also note the following:

- Azure SQL Database is also supported.
- Beginning in OnBase Foundation EP1, Microsoft SQL Server 2008 and Microsoft SQL Server 2008 R2 are no longer supported.
- If you are using an ODBC data source to connect to the database, you must ensure that your SQL Server database client software version matches or exceeds the database server version. For example, if your database server is SQL Server 2016, verify that the database client is SQL Server 2016 (or later). Running a previous client version, such as SQL Server 2014, will result in system instability and memory issues. For instructions on determining your server and client versions, see Database Client / Server Version Compatibility.

The following versions of Oracle® are supported:

- Oracle 11g (all releases)
- Oracle 12c (all releases)
- Oracle 18c
- Oracle 19c

When using Oracle databases, also note the following:

- It is strongly recommended that you have a certified Oracle Database Administrator on staff.
- If you are using ODBC drivers with your Oracle database, it is recommended that you select Bind Timestamp to Date.

Due to critical issues that have been reported to Hyland, we strongly recommend that:

- Your database client software version matches or exceeds the database server version.
- You are running the most recent version of the database client.

Unicode Database Support

With only the exceptions noted below, the entirety of the OnBase product suite will support multiple code pages in the same Unicode database. Modules that are not compatible with Unicode databases will not operate if the system detects a Unicode database. These are generally modules that have had their End-of-Life status listed for one or more years already.

For more detailed information on Unicode support in OnBase Foundation EP4, including limited support scenarios for specific modules, see the Unicode Considerations manual on Hyland Community at <https://community.hyland.com/>.

When using supported databases for a Unicode system, also note the following:



- Unicode databases other than Microsoft SQL Server 2016 do not support Mixed Case Alphanumeric Keyword Values longer than 224 characters.

Operating Systems Supported

The following table lists the desktop operating systems that are supported in OnBase Foundation EP4:

Desktop

Operating System X = Available/Supported N/A = Not Available	OnBase Client	Web/ Application Server	Web Client	Unity Client
Windows 8.1	X	N/A	X	X
Windows Server 2012 R2	X	X	X	X
Windows 10	X	N/A	X	X
Windows Server 2016	X	X	X	X
Windows Server 2019	X	X	X	X
Windows Server 2019 Server Core	N/A	X ¹	N/A	N/A
Apple macOS (Version 10.9 or later version)	N/A	N/A	X	N/A

1 – Limited Support

Additional OnBase Client Operating System Requirements

For OnBase Client supported operating systems, the following are required:

- Microsoft .NET Framework 4.7.2 or later
- Microsoft Visual C++ 2012 Redistributable Package (x86)
- Microsoft Visual C++ 2019 Redistributable Package (x86)

If you are using a 64-bit system, the following are also required:

- Microsoft Visual C++ 2012 Redistributable Package (x64)
- Microsoft Visual C++ 2019 Redistributable Package (x64)

Additional Server C++ Requirements

The 32-bit Application Server requires the following:

- Microsoft Visual C++ 2010 Redistributable Package (x86)
- Microsoft Visual C++ 2012 Redistributable Package (x86)
- Microsoft Visual C++ 2013 Redistributable Package (x86)
- Microsoft Visual C++ 2019 Redistributable Package (x86)

The 64-bit Application Server requires the following:

- Microsoft Visual C++ 2010 Redistributable Package (x64)
- Microsoft Visual C++ 2012 Redistributable Package (x64)
- Microsoft Visual C++ 2019 Redistributable Package (x64)

The Web Server requires the following:

- Microsoft Visual C++ 2012 Redistributable Package (x64)
- Microsoft Visual C++ 2019 Redistributable Package (x64)



If you are using the Application Server (either 32-bit or 64-bit) in conjunction with the Unity Client on a 64-bit system, you must also ensure that all of the following are installed on the Unity Client's workstation:

- Microsoft Visual C++ 2012 Redistributable Package (x86)
- Microsoft Visual C++ 2012 Redistributable Package (x64)
- Microsoft Visual C++ 2019 Redistributable Package (x86)
- Microsoft Visual C++ 2019 Redistributable Package (x64)

Client Retrieval Hardware Requirements

Hardware	Minimum	Recommended
CPU	1.6 GHz, 2-core	2 GHz or faster, 2-core
Memory (RAM)	• 32-bit OS: 2 GB • 64-bit OS: 4 GB	4 GB or greater
Free Hard Disk Space (total for installation itself and post-installation files)	2 GB	2 GB or greater
Screen Resolution	1280 x 768	1280 x 1024 (1440 x 900 widescreen)

Client Retrieval Hardware Requirements

Hardware	Minimum	Recommended
CPU	1 GHz	2 GHz or faster
Memory (RAM)	4 GB	8 GB or greater Note: Additional RAM may be needed if working with grayscale or color images.
Free Hard Disk Space (total for installation itself and post-installation files)	2 GB	2 GB or greater

CD/DVD/Blu-ray Authoring Workstation Hardware Requirements

Hardware	Minimum	Recommended
CPU	1.6 GHz, 2-core	2 GHz or faster, 2-core
Memory (RAM)	• 32-bit OS: 2 GB • 64-bit OS: 4 GB	4 GB or greater
Free Hard Disk Space (total for installation itself and post-installation files)	• CD Authoring: 3 GB • DVD Authoring: 8 GB • Blu-ray Authoring: 27 GB Note: If exporting or publishing, add an additional 1 GB to the appropriate value above for the Export directory structure.	



Screen Resolution	1280 x 768	1280 x 1024 (1440 x 900 widescreen)
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Client Scanning Workstation Hardware Requirements

Hardware	Minimum	Recommended
CPU	1 GHz	2 GHz or faster
Memory (RAM)	512 MB	2 GB or greater
Free Hard Disk Space (total for installation itself and post-installation files)	2 GB	2 GB or greater
Screen Resolution	1280 x 768	1280 x 1024 (1440 x 900 widescreen)
Scanner	TWAIN compliant	

Web/Application Server & Core Services Hardware Requirements

32-Bit Application Server Only

Server Component	Minimum	Recommended
CPU	2.4GHz dual-core / dual processor	Intel® XEON™ processor with multiple cores or processors
Memory (RAM)	4 GB Note: Using the minimum recommended memory may have an adverse effect on performance. Memory might need to be increased to accommodate other application pools or software that is running on the server.	8 GB
Free Hard Disk Space (total for installation itself and post-installation files)	2 GB Available disk space should be at least twice the size of the largest file users may upload.	2 GB or greater Available disk space should be at least twice the size of the largest file users may upload.
Network Card	Gigabit Ethernet	Gigabit Ethernet or higher
IIS	Microsoft Internet Information Services 8.0, 8.5, or 10.0	

64-Bit Web and Application Servers Only

Server Component	Minimum	Recommended
CPU	2.4GHz dual-core / dual processor	Intel® XEON™ processor with multiple cores or processors
Memory (RAM)	• Web Server: 4 GB • App Server (64-bit): 8 GB	• Web Server: 8 GB • App Server (64-bit): 16 GB



	Note: Using the minimum recommended memory may have an adverse effect on performance.	
Free Hard Disk Space (total for installation itself and post-installation files)	2 GB Available disk space should be at least twice the size of the largest file users may upload.	2 GB or greater Available disk space should be at least twice the size of the largest file users may upload.
Network Card	Gigabit Ethernet	Gigabit Ethernet or higher
IIS	Microsoft Internet Information Services 8.0, 8.5, or 10.0	

Hyland Full-Text Server Requirements

Server Component	Minimum	Recommended
CPU	2.4 GHz quad-core	3.2 GHz Intel® XEON™ hex- core
Host Machine	Physical or virtual	Physical
Memory (RAM) Note: Using the minimum recommended memory may have an adverse effect on performance.	4 GB	12 GB
Free Hard Disk Space Note: Available disk space should be at least twice the size of the largest file users may upload.	10 GB	40 GB or greater
Network Card	100 Mb ethernet	Gigabit ethernet or higher
IIS	Microsoft Internet Information Server 8.0, 8.5, or 10.0	

Web Client Hardware Requirements

Web Client Component	Minimum	Recommended
CPU	1 GHz	
Memory (RAM)	1 GB	2 GB or greater
Free Hard Disk Space	• For installing and running the ActiveX Web Client: 200 MB • For installing and running the Desktop Host: 400 MB	



Screen Resolution	1280 x 768	1280 x 1024 (1440 x 900 widescreen)
Email Platform	MAPI 1.1 Compliant Email Client connection and supporting Active Messaging DLLs	

Unity Client Platform Hardware Requirements

Component	Minimum	Recommended
CPU	1.6 GHz, 2-core	2.4 GHz or faster, 2-core
Memory (RAM)	2 GB	4 GB
Free Hard Disk Space (for installing and running the Unity Client)	800 MB	
Screen Resolution	1280 x 768	1280 x 1024 (1440 x 900 widescreen)
Graphics Card	128 MB	256 MB with hardware acceleration support

64-Bit Studio Hardware Requirements

Component	Minimum	Recommended
CPU	1.6 GHz, 2-core	2.4 GHz or faster, 2-core
Memory (RAM)	4 GB	8 GB
Free Hard Disk Space (for installing and running the Unity Client)	2 GB	
Screen Resolution	1280 x 768	1280 x 1024 (1440 x 900 widescreen)
Graphics Card	128 MB	256 MB with hardware acceleration support
Email Platform	Lotus Notes 8.5.x IBM Notes 9.0.x Microsoft Outlook 2016 or 2019 Novell GroupWise 2012 or 2014	
Media Player	Windows Media Player 10	

Virtual Environments

Hyland Software develops, tests, and supports the OnBase suite of products on specific Operating Systems, not specific hardware configurations. When OnBase is operated in a virtual environment (such as Citrix, VMware, Hyper-V, or Windows Remote Desktop) there may be limitations or subtle differences imposed by the environment. The customer and the virtual environment vendor are responsible for any interactions or issues that arise at the Hardware or



Operating System layer as a result of their use of a virtual environment.

When it appears that a performance-related issue in OnBase is either caused by (or is unique to) the virtual environment, organizations may be asked to validate that the issue occurs in a non-virtual environment. Hyland Software will make this request if there is reason to believe that the virtual environment is a contributing factor to the issue.

Each OnBase site is unique. Hyland Software depends on the customers who deploy OnBase in virtual environments to do so only after careful design and adequate planning (that takes into account the workloads of your organization), and in accordance with recommendations provided by the virtual environment's vendor. As with any implementation, Hyland Software strongly recommends that any customer deploying the OnBase solution in a virtual environment thoroughly test the solution before putting it into production.

For information about using OnBase in a Citrix and Microsoft Windows Remote Desktop environment, please see the Citrix and Microsoft Windows Remote Desktop Environment Deployment Guide, available on the Hyland Community website at <https://community.hyland.com>.



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INTENDED TO SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF THE USER'S USERS OF THE SOFTWARE.

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

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

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

11. NOTICE: Except as otherwise provided in the GSA Schedule Contract, all notices, requests or other communications required to be given pursuant to this EULA shall be in writing, shall be addressed to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing, and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, or by prepaid commercial overnight courier. All notices, requests or other communications delivered as specified herein may be presumed to have been given and received on the date personally delivered or 4 days after the date deposited in the U.S. mail, or one business day after the date deposited with the commercial overnight courier.

12. GOVERNING LAW; JURISDICTION: Applicable Federal law shall govern this EULA, without regard to the conflict of laws principles thereof. The parties mutually agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended, shall not be applicable with respect to this EULA. Any legal action brought in court concerning this EULA or any dispute hereunder shall be brought only in the courts determined in accordance with applicable Federal law.

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

14. U.S. GOVERNMENT END USERS: The terms and conditions of this EULA shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions, except as otherwise provided in the GSA Schedule Contract. Hyland represents and Government hereby acknowledges its understanding that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. In addition to the foregoing, where alternative required supplemental acquisition regulations (such as DFARS) are applicable to the use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government, the ordering activity may incorporate such alternative regulations via inclusion in its order, and the terms required by such regulations shall supersede any conflicting contractual term or conditions in this EULA.



15. EXPORT: The Software and Documentation are subject to United States export control laws and regulations. User agrees to comply fully with all applicable regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software or Documentation is not exported in violation of United States of America law. User agrees that it will not export or re-export the Software or Documentation to any organizations or nationals in the territories of Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program, unless properly authorized pursuant to applicable laws and regulations. User shall not use the Software or Documentation for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.

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

HYLAND SOFTWARE, INC.

By:

Print Name:

Title:

Date:

By:

Print Name:

Title:

Date:

Hyland Legal

Approved By:

Date:

EXHIBIT ATO
EULA

Software licensed for use pursuant to the EULA:

1. Current Software licensed:

Product Description**Product Code****Quantity**

2. Such additional modules of the Software with respect to which User properly submits a written purchase order to, and pays Software license fees to, Hyland or its authorized reseller, so long as such modules are authorized for sale under the GSA Schedule Contract, of which this EULA forms a part.
3. All "Upgrades or Enhancements" to the Software described in paragraphs (1) and (2) above that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and Hyland, so long as such upgrades or enhancements are authorized for sale under the GSA Schedule Contract, of which the Software Maintenance Agreement and this EULA form a part.

Placeholder for Negotiated Agreement

**End User License Agreement for Subscription Software**

(Domestic Version)

IMPORTANT- READ CAREFULLY

This End User License Agreement for Subscription Software ("EULA") is made between Hyland Software, Inc. ("Hyland"), 28105 Clemens Road, Westlake, Ohio 44145, and [USER NAME HERE] ("User"), an entity authorized to order under GSA Schedule contracts as defined in GSA Order QGP4800.21, as may be revised from time to time, [INSERT USER'S ADDRESS], with respect to the licensing of the Hyland's proprietary software products described on Exhibit A attached hereto, including, in each case, third party software bundled by Hyland as part of a unified product ("Software"). "User" shall mean the instrumentality of the United States Government, or other authorized ordering entity, on whose behalf an order for the Software is issued pursuant to the Federal Supply Schedule Contract which incorporates this agreement by reference and addenda. It shall mean the instrumentality/entity itself, and shall not apply to nor bind a representative, employee, or other individual acting on behalf of the instrumentality/entity with respect to the Software. The User is the party who is granted the license for the Software.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE GSA SCHEDULE CONTRACT. SOME TERMS MAY NOT BE APPLICABLE TO YOUR ORDER, OR MAY BE SUPERCEDED BY CLAUSES IN THE SCHEDULE CONTRACT. PLEASE REFERENCE SCHEDULE CONTRACT CLAUSE 552.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS, AND TERMS APPLICABLE TO SPECIAL ITEM NUMBER FOR THIS OFFERING BEFORE ORDERING.

DEFINED TERMS: All capitalized terms used in this EULA shall have the meaning ascribed them in this EULA.

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

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

"Effective Date" means the date this EULA is signed by the last party that signs this EULA, or an Order that incorporates this EULA, as determined based upon the dates set forth after their respective signatures.

"Maintenance and Support" means the maintenance and support for the Software provided to the User in relation to the Software by Hyland, or Solution Provider if applicable, under the Maintenance Agreement.

"Production Certificate" means: license codes, a license certificate, or an IFM file issued by Hyland and necessary for User to activate Software for User's production use.

"Prohibited Act" or "Prohibited Acts" means any action taken by User that is: (i) in violation of Section 1 of this EULA; (ii) contrary to or in violation of Section 2 of this EULA.

"Solution Provider" means, to the extent applicable, the authorized solution provider of Hyland through which User has subscribed for the Software.

"Maintenance Agreement" means the agreement entered between User and Hyland for Maintenance and Support of the Software licensed under this EULA.



“Subscription Fees” means the applicable periodic fees for the licensing of Software and Maintenance and Support as set forth on the GSA Schedule Contract, and payable by User to Hyland, or Solution Provider if applicable.

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

1. LICENSE:

1.1 Subject to User’s payment in full of the applicable Software Subscription Fees, and subject further to User’s compliance with this EULA, Hyland grants to User a revocable, non-exclusive, non-assignable (except as provided in this EULA), limited license to the Software, in machine-readable object code form only and associated Documentation; in each case, solely for use:

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

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

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



- 1.3 Production and Test Systems. User shall be entitled to use one (1) production copy of the Software licensed and one (1) additional copy of the production environment licensed Software for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software in a production environment. Subject to the payment of any additional applicable license fees or subscription fees, User shall be entitled to license a reasonable number of additional copies of the production environment licensed Software to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration modules of the Software licensed by User under this EULA, and training User's employees on the Software ("Test Systems"). User may be required to provide to Hyland certain information relating to User's intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. User's sole recourse in the event of any dissatisfaction with any Software in any non-production system is to stop using such Software and return it to Hyland. User shall not make any copies of the Software not specifically authorized in this Section 1.3.
- 1.4 Evaluation Software. From time to time User may elect to evaluate certain Software modules ("Evaluation Software") for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for User's use in a non-production environment. Notwithstanding anything to the contrary, as to any Evaluation Software, the limited license granted hereby will terminate on the earliest of: (a) last day of the evaluation period specified in the accepted purchase order delivered for such Evaluation Software; or (b) immediately upon the delivery of written notice to such effect by Hyland to User. Upon termination or expiration of such period, User immediately shall either (y) discontinue any and all of use of the Evaluation Software and related Documentation and remove the Evaluation Software; or (z) deliver a purchase order for the purchase of such Evaluation Software.
- 1.5 Third Party Licenses. The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. Such third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. Notwithstanding the above, User acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software or upon request) may grant you additional rights to such open source software. Additionally, in the case of such software to be downloaded and installed on a mobile device, if such software will be downloaded from the application market or store maintained by the manufacturer of the mobile device, then use of such software will be governed by the license terms for the software included at the applicable application store or market or presented to User or User's user in the software, and this EULA will not govern such use.
- 1.6 Integration Code. If applicable, Software also includes all adapters or connectors created by Hyland and provided to you by Hyland as part of an integration between the Software and a third party line of business application ("Integration Code"). Software also includes any desktop host or other content services software provided by Hyland and downloaded on a user's computer used to extend functionality in Hyland's products. Such Integration Code and desktop host may only be used in combination with other Software and in accordance with the terms of this EULA.



- 1.7 Contractor Use Agreement. The parties agree that any use of the Software by any Contractor shall be undertaken only in compliance with this EULA. User shall not allow any Contractor to: (1) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs"); (2) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or (3) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community), either through Contractor's use of User's own log-in credentials or through credentials received directly or indirectly by Contractor, in any case unless and until such Contractor and Hyland have executed an agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). In the case of any Contractor which has not signed a Contractor Use Agreement (including in the case of any breach by Customer of the preceding sentence ("Unauthorized Contractor"), User acknowledges that it's authorization of such use by an Unauthorized Contractor could result in User liability for any breach by such Contractor of any provision of the Agreement or harm caused to Hyland as a result of Unauthorized Contractor's permitted access to the Software without the constraints of the Contractor Use Agreement.
- 1.8 No High Risk Use. The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). User is not licensed to use the Software in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Software for administrative purposes, as an information resource for medical professionals, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. User agrees not to use, distribute or sublicense the use of the Software in, or in connection with, any High Risk Use.
- 1.9 Audit Rights. Upon reasonable notice to User, Hyland shall be permitted access to audit User's use of the Software solely in order to determine User's compliance with the licensing and pricing terms of this EULA, including, where applicable, to measure User's volume usage. Additionally, if requested by Hyland in connection with Software licensed on a volume basis, User shall provide reports that show User's volume usage. User shall reasonably cooperate with Hyland with respect to its performance of such audit. User acknowledges and agrees that User is prohibited from publishing the results of any benchmark test using the Software to any third party without Hyland's prior written approval, and that User has not relied on the future availability of any programs or services in entering into this EULA.
- 1.10 AnyDoc. The optional AccuZip component of the OCR for AnyDoc and AnyDoc EXCHANGER Software products contains material obtained under agreement from the United States Postal Service (USPS) and must be kept current via an update plan provided by Hyland to maintain User's continued right to use. The USPS has contractually required Hyland to include "technology which automatically disables access to outdated [zip code] products." This technology disables only the AccuZip component and is activated only if



AccuZip is not updated on a regular and timely basis. Hyland regularly updates the zip code list as part of Maintenance and Support for the AccuZip module.

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

2. OWNERSHIP AND PROHIBITED CONDUCT:

- 2.1 Ownership. Hyland and its suppliers own the Software and Documentation, 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 and Documentation are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software or Documentation are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software or Documentation, except for the limited express rights granted in this EULA. User 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 EULA IS NOT A WORK-FOR-HIRE AGREEMENT. At no time shall User file or obtain any lien or security interest in or on any components of the Software or Documentation.
- 2.2 Prohibited Conduct. User agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear on or during the use of the Software or Documentation; (b) sell, transfer, rent, lease or sub-license the Software or Documentation; (c) alter or modify the Software or Documentation; or (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Software or Documentation, or prepare derivative works therefrom.

3. LICENSING PURCHASE ORDERS; SUBSCRIPTION FEES

Ordering, invoicing and payment shall be in accordance with the GSA Schedule Contract to which this EULA has been incorporated by addenda, as well as the applicable Federal Acquisition Regulations for orders under GSA Schedule Contracts.

4. **INSTALLATION; DELIVERY OF HASPS AND CDS:** User may retain Hyland or Solution Provider if applicable, to provide installation services. If Hyland is retained, the parties will enter into a separate work agreement governing the procurement and performance of such services. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software. Delivery of HASPs and CDs, if any, shall be F.O.B. Hyland's offices in Westlake, Ohio, USA.
5. **LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES:**

- 5.1 Software Warranty. For a period of sixty (60) days from and including the date a Software module has been Delivered to User, Hyland warrants to User that such Software module, when properly installed and properly used, 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: (a) any Retired Software modules; or (b) any Software module that has been (i) modified by User or a third party, (ii) used in combination with equipment or software other than that which is consistent with the Documentation, or (iii) misused or abused.

- 5.2 Remedy. Hyland's sole obligation, and User's sole and exclusive remedy, for any non-conformities to the express limited warranties under Section 4.1 shall be as follows: provided that, within such applicable period, User notifies Hyland in writing of the non-conformity, Hyland will either (a) repair or replace the non-conforming Software module, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (b) if Hyland determines that repair or replacement of the Software module is not practicable, then terminate this EULA with respect to the non-conforming Software module, in which event, upon compliance by User with its obligations under Section 6 of this EULA, Hyland will refund any portion of the Subscription Fees paid prior to the time of such termination with respect to such Software.
- 5.3 EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN THIS EULA, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE SOFTWARE. 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 THE SOFTWARE WILL SATISFY USER'S REQUIREMENTS OR IS WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SOFTWARE PROVIDED UNDER THIS EULA WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN THIS EULA, HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.
- 5.4 USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES.
- 5.5 HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE USED IN ANY NONPRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE "AS IS."

5.6' 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 EULA is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Hyland by a corporate officer or authorized negotiator identified in the GSA Schedule Contract.

6. INDEMNIFICATION:

Hyland agrees to indemnify User against all liability and expense, including reasonable attorney's fees, arising from or in connection with any third party claim, action or proceeding instituted against User based upon any infringement or misappropriation by the Software of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (a) is notified immediately after User receives notice of such claim; (b) is consulted by the Department of Justice ("DOT") and to the extent mutually agreed upon with the DOJ is solely in charge of the defense of and any settlement negotiations with respect to such claim; (c) receives User's reasonable cooperation in the defense or settlement of such claim; and (d) has the right, upon either the occurrence of or likelihood (in



the opinion of Hyland) of a finding of infringement or misappropriation, either to procure for User the right to continue use of the Software or to replace relevant portions of the Software with other equivalent, non-infringing portions. If Hyland is unable to accomplish either of the options set forth in (d) above, Hyland shall remove the infringing portion of the Software and refund to User the “unused portion of prepaid Subscription Fees” (as defined below) paid by User, with respect to the infringing portion of the Software. For these purposes, the “unused portion of the prepaid Subscription Fees” shall mean an amount equal to the total Subscription Fees paid by User for the infringing portion of the Software for the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, and the denominator of which shall be twelve (12). Notwithstanding anything to the contrary, Hyland shall have no obligation to the User to defend or satisfy any claims against User that arise from (w) use of the Software by User other than as expressly permitted by this EULA; (X) the combination of the Software with any product not furnished by Hyland to User; (y) the modification of the Software other than by Hyland or any of its authorized resellers; or (z) the User’s business methods or processes. THIS SECTION 6 STATES HYLAND’S ENTIRE LIABILITY AND SOLE AND EXCLUSIVE REMEDY OF USER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BY THE SOFTWARE.

7. **LIMITATIONS OF LIABILITY:** IN NO EVENT SHALL HYLAND’S (INCLUDING ITS SUPPLIERS’) AGGREGATE LIABILITY UNDER THIS EULA EXCEED THE AMOUNT OF THE SOFTWARE SUBSCRIPTION FEES ACTUALLY PAID BY USER UNDER THIS EULA DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF AN EVENT THAT GIVES RISE TO ANY LIABILITY OF HYLAND. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR ANY USE OR INABILITY TO USE THE SOFTWARE, OR ANY TYPE OF CLAIM FOR LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR CLAIMS BY THIRD PARTIES, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

FOR USERS THAT PROVIDE HEALTHCARE SERVICES: IF USER USES THE SOFTWARE IN A CLINICAL SETTING, USER ACKNOWLEDGES THAT THE SOFTWARE IS AN ADVISORY DEVICE AND IS NOT INTENDED TO SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF THE USER’S USERS OF THE SOFTWARE.

8. TERM AND TERMINATION:

8.1 Term. Subject to early termination as provided below, the initial term of this EULA will be the three (3) year period that commences on the Effective Date (the “Initial Term”); and such term may be renewed thereafter for successive terms of one (1) year each by either: (a) each party executing an order in writing, or (b) through User’s submission of a renewal purchase order, and Hyland’s acceptance of such renewal purchase order.

8.2 Termination by Either Party. When User is an instrumentality of the U.S. recourse against the United States for any alleged breach of this EULA must be brought as a dispute under the Contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Hyland shall proceed diligently



with performance of this EULA, pending final resolution of any request for relief, claim, appeal, or action arising under the EULA, and comply with any decision of the Contracting Officer.

When User is not an instrumentality of the U.S., in accordance with Contract Clause 552.238~114 US6 of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019) and if allowed by the applicable State and Local law, either party may terminate this EULA immediately upon written notice to the other party, if the other party has committed a breach of a material provision of this EULA and has failed to cure the breach within thirty (30) days after receipt of the written notice of the breach given by the non-breaching party; provided that Hyland shall not be required to give User any opportunity to cure any breach in the case of a Prohibited Act or breach of the U.S. Government End User section, all of which are considered, for all purposes, to be material provisions of this EULA.

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

8.3.1 Generally. Any termination of this EULA will not discharge or otherwise affect any pre-termination obligations of either party existing under this EULA at the time of termination, including User's obligations to pay to Hyland, or its Solution Provider if applicable, 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 EULA; and all liabilities which have accrued prior to the date of termination shall survive.

8.3.2 Survival of Certain Obligations. All provisions of this EULA, which by their nature extend beyond the expiration or termination of this EULA will survive and remain in effect until all obligations are satisfied, including, but not limited to all disclaimers of warranties, confidentiality obligations and limitations of liability set forth in this EULA.

8.3.3 Effects or Consequences of Termination. Upon any termination of this EULA for any reason, any license to use the Software will automatically terminate without other or further action on the part of any party; and User shall immediately: (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation to Hyland, or (2) with the prior permission of Hyland, destroy the Software and Documentation and certify in writing to Hyland that User has completed such destruction.

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

8.3.4Generally. Any termination of this EULA will not discharge or otherwise affect any pre-termination obligations of either party existing under this EULA at the time of termination, including User's obligations to pay to Hyland, or its Solution Provider if applicable, 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 EULA; and all liabilities which have accrued prior to the date of termination shall survive.

8.3.5Survival of Certain Obligations. All provisions of this EULA, which by their nature extend beyond the expiration or termination of this EULA will survive and remain in effect until all obligations are satisfied, including, but not limited to all disclaimers of warranties, confidentiality obligations and limitations of liability set forth in this EULA.

8.3.6Effects or Consequences of Termination. Upon any termination of this EULA for any reason, any license to use the Software will automatically terminate without other or further action on the part of any party; and User shall immediately: (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation to Hyland, or (2) with the prior permission of Hyland, destroy the Software and Documentation and certify in writing to Hyland that User has completed such destruction.



9. **SEVERABILITY:** In the event that any term or provision of this EULA 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 EULA 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 provisions of this EULA.

10. **NOTICES:** Except as otherwise provided in the GSA Schedule Contract, all notices required under this EULA shall be deemed effective when made in writing and sent to each party, by reputable overnight courier, specifying next day delivery to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing.

11. **GOVERNING LAW; JURISDICTION:** Applicable Federal (or State) law shall govern this EULA (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.

12. **SEVERABILITY:** In the event that any term or provision of this EULA 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 EULA 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 provisions of this EULA.

13. **NOTICES:** Except as otherwise provided in the GSA Schedule Contract, all notices required under this EULA shall be deemed effective when made in writing and sent to each party, by reputable overnight courier, specifying next day delivery to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing.

14. **GOVERNING LAW; JURISDICTION:** Applicable Federal (or State) law shall govern this EULA (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.

15. **INTEGRATION:** This EULA (including any and all exhibits and schedules referenced herein), and together with the GSA Schedule Contract in which it has been incorporated by addenda, sets 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. User acknowledges and agrees in entering into the EULA and its purchases hereunder are not contingent on the availability of any future functionality, features, programs, or services. This EULA may only be modified by a written document signed by duly authorized representatives of the parties. This EULA shall not be supplemented or modified by any course of performance, course of dealing or trade usage. All purchase orders submitted shall be subject solely to the terms of this EULA and the GSA Schedule Contract in which it has been incorporated by addenda, and any preprinted terms on any purchase order form used for the convenience of User are objected to and shall not alter or amend the terms of this EULA. This EULA will prevail over any conflicting stipulations contained or referenced in any other document.

16. **U.S. GOVERNMENT END USERS:** The terms and conditions of this EULA shall pertain to the U.S.



Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions except as otherwise provided in the GSA Schedule Contract. By accepting the terms of this EULA and/or the Delivery of the Software, the U.S. Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL U.S. federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the U.S. Government's needs or is inconsistent in any respect with Federal law, the U.S. Government agrees to return this Software to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or Documentation by the U.S. Government is subject solely to the terms of this EULA, and the terms of this EULA shall supersede any conflicting contractual term or conditions.

17. **EXPORT:** The Software and Documentation provided under this EULA are subject to export control laws and regulations of the United States and other jurisdictions. User 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 or Documentation is not exported in violation of United States of America law or laws and regulations of other jurisdictions. User agrees that it will not export or re-export the Software or Documentation to any organizations or nationals in the United States embargoed territories of Cuba, Iran, Iraq, 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. User shall not use the Software 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.

18. **THIRD PARTIES:** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this EULA; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this EULA as it applies to their respective software products.
IN WITNESS WHEREOF, the parties have duly executed this EULA.

[INSERT HYLAND ENTITY]

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Hyland Legal

Approved By:

Date



EXHIBIT A

TO
EULA

Software licensed for use pursuant to the EULA:

- (a) Software modules, in each case, which are authorized for sale under the GSA Schedule Contract, with respect to which User properly submits a written purchase order to Hyland, or the Solution Provider if applicable, and agrees to pay Subscription Fees under the EULA. All such modules accurately listed on User's properly submitted written purchase order(s) shall, upon commencement of payment of the Subscription Fees for such Software modules under the EULA, automatically be deemed to be added to the Software listed on this Exhibit A, whether or not the parties actually amend the form of this Exhibit A.
- (b) All "Upgrades or Enhancements" to the Software described in paragraph (a) above that User properly obtains pursuant to the terms of the Maintenance Agreement, so long as such upgrades or enhancements are authorized for sale under the GSA Schedule Contract, of which the Software Maintenance Agreement and this EULA form a part.

Placeholder for Negotiated Agreement



SOFTWARE MAINTENANCE AGREEMENT

This Agreement is made and entered into effective as of the date this Agreement or an Order incorporating this Agreement is signed by the last party that signs, as determined based upon the dates set forth after their respective signatures (the "Effective Date"), by and between Hyland Software, Inc., with its principal offices at 28105 Clemens Road, Westlake, Ohio 44145 ("Hyland"), and _____, with its principal offices at _____, the ("Licensee"), an entity authorized to order under GSA Schedule contracts as defined in GSA Order OGP 4800.21, as may be revised from time to time. "Licensee" shall mean the instrumentality of the United States Government, or other authorized ordering entity, on whose behalf an order for the Software is issued pursuant to the Federal Supply Schedule which incorporates this agreement by reference and addenda. It shall mean the instrumentality/entity itself, and shall not apply to nor bind a representative, employee, or other individual acting on behalf of the instrumentality /entity with respect to the Software.

THIS AGREEMENT IS SUBJECT TO TERMS AND CONDITIONS OF THE GSA SCHEDULE CONTRACT. SOME TERMS MAY NOT BE APPLICABLE TO YOUR ORDER, OR MAY BE SUPERCEDED BY CLAUSES IN THE SCHEDULE CONTRACT. PLEASE REFERENCE SCHEDULE CONTRACT CLAUSE 552.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS, AND TERMS APPLICABLE TO SPECIAL ITEM NUMBER FOR THIS OFFERING BEFORE ORDERING.

RECITAL:

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

NOW, THEREFORE, the parties mutually agree as follows:

1. **DEFINED TERMS.** The following terms shall have the meanings set forth below for all purposes of this Agreement:
 - (a) Annual Maintenance Fees. "Annual Maintenance Fees" means the amounts charged by Hyland and payable by Licensee for Maintenance and Support of Supported Software or Extended Support Software for a maintenance period. The parties acknowledge and agree that if the parties have executed the End User License Agreement for Subscription Software, that Annual Maintenance Fees shall not be charged hereunder, and User's payment of Subscription Fees under the End User License Agreement for Subscription Software shall include payment for Maintenance and Support provided hereunder.
 - (b) Documentation. "Documentation" means the "Help Files" included in the Software which relate to the functional, operational or performance characteristics of the Software.
 - (c) Error. "Error" means any defect or condition inherent in the Software that causes the Software to fail to function in all material respects as described in the Documentation.
 - (d) Error Correction Services. "Error Correction Services" means services described in Section 2.1(b).
 - (e) EULA. "EULA" is defined in the recital to this Agreement.
 - (f) Initial Maintenance Period. "Initial Maintenance Period" means the twelve (12) month period that begins on the earlier of: (1) the date Licensee (or Hyland at Licensee's direction) actually applies the initial Production Certificate to the initial Software; or (2) the sixtieth (60th) day after the Production Certificate



is first made available to Licensee for electronic download by Hyland. The parties acknowledge and agree that if the parties have executed the End User License Agreement for Subscription Software, that this provision shall not be applicable, and that the term of the EULA as set forth in the End User License Agreement for Subscription Software shall apply.

(g) Maintenance and Support. "Maintenance and Support" means:

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

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

(h) Software. "Software" means the software licensed by Licensee from Hyland under the EULA.

(i) Supported Software; Extended Support Software; Retired Software. At any particular time during the term of this Agreement:

- (1) "Supported Software" means the current released version of the Software and any other version of such Software that is not Extended Support Software or Retired Software.
- (2) "Extended Support Software" means any version of the Software which is identified on Hyland's secure end user web site (currently <https://community.hyland.com>) as being subject to extended support.
- (3) "Retired Software" means any version of the Software which is identified on Hyland's secure end user web site as being retired.

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

G) Technical Support Services. "Technical Support Services" means services described in Section 2.1(a).

(k) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Hyland makes available to Licensee or to Hyland's end users generally during the term of this Agreement to correct Errors or deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed Software.

2. MAINTENANCE AND SUPPORT.

2.1 Maintenance and Support Terms. Subject to Licensee's payment of the applicable Annual Maintenance Fees, or Subscription Fees if applicable (as defined in the End User License Agreement for Subscription Software), Hyland will provide Maintenance and Support as follows:

(a) Technical Support Services.



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

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

(b) Error Correction Services.

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

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

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

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

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



- (2) Error Correction Services. In reporting any suspected Errors in Supported Software, Licensee shall provide prompt notice of any Errors in Supported Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Hyland's then current policies for reporting of Errors. Hyland's current policies require Licensee to report Errors by telephone using Hyland's regular technical support telephone line (440-788-5600) or by e-mail using Hyland's regular technical support e-mail address (support@onbase.com), except that outside of Regular Technical Support Hours all qualified suspected Errors must be reported by telephone. If requested by Hyland, Licensee agrees to provide written documentation of Errors to substantiate the Errors and to assist Hyland in the detection, confirmation and correction of such Errors.
- (d) Upgrades and Enhancements.
- (1) Hyland will provide all Upgrades and Enhancements, if and when released during the term of this Section 2 of this Agreement. Licensee acknowledges and agrees that Hyland has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland's policies respecting Upgrades and Enhancements and the release thereof to its end users.
- (2) Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Hyland and the sole and exclusive property of Hyland, and shall be subject to all of the restrictions, limitations and protections of the EULA and this Agreement. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Hyland.
- (3) In the case of Extended Support Software, the only Upgrade and Enhancement available is a full Upgrade and Enhancement to the latest released version of Supported Software.
- (4) Upgrades and Enhancements are not available for Retired Software.
- (e) Licensee's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Licensee agrees to implement, in the manner instructed by Hyland, all Error corrections and Upgrades and Enhancements to the Supported Software or Extended Support Software, as applicable. Licensee's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this paragraph shall relieve Hyland of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement.
- (f) On-line Access. Licensee acknowledges and agrees that Hyland requires on-line access to the Software installed on Licensee's systems in order to provide Maintenance and Support. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, means of communication and the appropriate communications software as specified by Hyland and an adequate connection with Hyland to facilitate Hyland's on-line Maintenance and Support.

2.2 Exclusions.

- (a) Generally. Hyland is not responsible for providing, or obligated to provide, Maintenance and Support under this Agreement: (1) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any



design defect in any configuration of the Software, which activities in any such case were undertaken by any party other than Hyland; (2) in connection with any Error if Hyland has previously provided corrections for such Error which Licensee fails to implement; (3) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Hyland), hardware or any system or networking utilized by Licensee; (4) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Maintenance and Support to Licensee with respect to the Software.

- (b) Software API and Work Products. Maintenance and Support is not provided for any problems (other than Errors) or questions related to the operation or use of the Software application programming interfaces (APIs). In addition, Maintenance and Support is not provided for any Work Products (as defined hereinbelow) delivered under any work agreement. "Work Products" means all work products in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing that are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of professional services.
- (c) Excluded Software and Hardware. This Agreement does not govern, and Hyland shall not be responsible for, the maintenance or support of any software other than Supported Software or Extended Support Software, or for any hardware or equipment of any kind or nature, whether or not obtained by Licensee from Hyland.

2.3 Certain Other Responsibilities of Licensee.

- (a) Operation of the Software and Related Systems. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software and all related hardware and software (including the database software); and for obtaining or providing training for its personnel; and for instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use.
- (b) Access to Premises and Systems. Licensee shall make available reasonable access to and use of Licensee's computer hardware, peripherals, Software and other software as Hyland deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support. Such right of access and use shall be provided at no cost or charge to Hyland.

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

3. PURCHASE ORDERS.

Licensee shall be required to submit a purchase order for the purchase of Maintenance and Support under this Agreement for the first maintenance period applicable to each Supported Software or Extended



Support Software module. Each such purchase order shall be subject to acceptance or rejection by Hyland. The parties acknowledge and agree that if the parties have executed the End User License Agreement for Subscription Software, that User shall not be required to submit a purchase order under this Agreement, and the obligations of the End User License Agreement for Subscription Software shall apply.

4. FEES, PAYMENTS, CURRENCY AND TAXES.

- (a) Annual Maintenance Fees. Licensee shall pay to Hyland Annual Maintenance Fees for each maintenance period under this Agreement in the amounts invoiced by Hyland for Supported Software or Extended Support Software for the applicable maintenance period determined in accordance with the GSA Contract. Hyland shall invoice Licensee for Annual Maintenance Fees promptly after Hyland's acceptance of Licensee's purchase order for Maintenance and Support of such Software, but only in accordance with the payment and invoicing terms of the GSA Schedule Contract. Licensee shall pay each such invoice in full net 30 days from the invoice receipt date, or as otherwise provided in the payment and invoicing terms of the GSA Schedule Contract. In the event that any maintenance period under this Agreement for a Supported Software or Extended Support Software module is a period of less than twelve (12) calendar months, the Annual Maintenance Fees for such maintenance period for such module will be pro-rated based upon the number of calendar months in such maintenance period (including the calendar month in which such maintenance period commences if such period commences prior to the IS⁰¹ day of such month).

Notwithstanding the foregoing, the parties acknowledge and agree that if the parties have executed the End User License Agreement for Subscription Software, that Annual Maintenance Fees shall not be charged hereunder, and User's payment of Subscription Fees under the End User License Agreement for Subscription Software shall include payment for Maintenance and Support provided hereunder.

- (b) Taxes and Governmental Charges. Licensee agrees to provide Hyland with evidence of tax exemption in accordance with Federal Acquisition Regulation, Subparts 29.2 and 29.3, in connection with any remittance otherwise required to be made by Hyland on behalf of or for the account of Licensee.
- (c) Resolution of Invoice Disputes. If, prior to the due date for payment under any invoice, Licensee notifies Hyland in writing that it disputes all or any portion of an amount invoiced, both parties will use commercially reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any amount remains disputed in good faith after such 30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute.
- (d) Certain Remedies for Non-Payment or for Late Payment. Hyland's remedies for Non-payment shall be addressed in accordance with the invoicing and payment terms of the GSA Schedule Contract, as well as the Prompt Payment Act, and Contract Disputes Act.
- (e) U.S. Dollars. All fees, costs and expenses under this Agreement shall be determined and invoiced in, and all payments required to be made in connection with this Agreement to Hyland shall be made in, U.S. dollars.

5. LIMITED WARRANTY.

- (a) Limited Warranty. For a period of sixty (60) days from the date of completion of Technical Support Services or Error Corrections Services, Hyland warrants to Licensee that such services have been performed in a good and workmanlike manner and substantially according to industry standards.



Provided that, within the 60-day period referred above, Licensee notifies Hyland in writing of any non-conformity of such services to the foregoing limited warranty, Hyland's sole obligation, and Licensee's sole and exclusive remedy, shall be for Hyland to use commercially reasonable efforts to re-perform the nonconforming services in an attempt to correct the nonconformity(ies). If Hyland is unable to correct such nonconformity(ies) after a reasonable period of time, Licensee's sole and exclusive remedy shall be to exercise its termination rights under Section 7.2. This limited warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

- (b) No Warranty of Upgrades and Enhancements. The EULA shall govern any limited warranty or disclaimers relating to Upgrades and Enhancements of the Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Upgrades and Enhancements.
- (c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5(a) ABOVE, HYLAND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT OR ANY UPGRADES AND ENHANCEMENTS TO SOFTWARE PROVIDED UNDER THIS AGREEMENT. HYLAND DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES OR UPGRADES AND ENHANCEMENTS TO SOFTWARE PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY OF THE FOREGOING WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

cd) 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, or the GSA Schedule Contract which this EULA forms a part of, and is signed on behalf of Hyland by a corporate officer, or authorized negotiator identified in the GSA Schedule Contract.

6. LIMITATIONS OF LIABILITY.

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



APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; OR (2) FOR FRAUD.

7. TERM AND TERMINATION.

7.1 Term.

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

Notwithstanding the foregoing, the parties acknowledge and agree that if the parties have executed the End User License Agreement for Subscription Software, that this provision shall not be applicable, and that the term of the EULA as set forth in the End User License Agreement for Subscription Software shall apply.

Reinstatement. In the event of the termination of this Agreement either by Customer's decision not to agree to renew or by the Software becoming Retired Software, Licensee may during the term of this Agreement after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 7.1(b). To obtain reinstatement, Licensee shall: (1) deliver written notice to such effect to Hyland; (2) pay Hyland: (A) Annual Maintenance Fees for all periods which have elapsed from the effective date of such termination through the effective date of such reinstatement (as determined under Section 7.1(a) as if this Agreement had not been terminated); and (B) an amount equal to one hundred percent (100%) of the Annual Maintenance Fee for the renewal period of this Agreement commencing on the effective date of such reinstatement; and (3) if the Software has become Retired Software, upgrade to the latest released version of the Software which is Supported Software. Any reinstatement under this Section 7.1(b) shall be effective as of the first business day after Hyland has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal period commencing with the effective date of reinstatement of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter this Agreement shall be renewed for an additional maintenance period as described in Section 7.1(a).

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

7.2 Early Termination by Licensee.

(a) For Convenience. At any time Licensee may terminate this Agreement, for any reason or for no reason, upon not less than thirty (30) days advance written notice to Hyland to such effect; provided that in the event the parties have executed the End User License Agreement for Subscription Software, the parties acknowledge and agree that this provision shall not be applicable.



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

7.3 Termination by Hyland For Cause. When User is an instrumentality of the U.S, recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the Contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Hyland shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

When User is not an instrumentality of the U.S., in accordance with Contract Clause 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019) and if allowed by the applicable State and Local law, either party may terminate this Agreement immediately upon written notice to the other party, if the other party has committed a breach of a material provision of this Agreement and has failed to cure the breach within thirty (30) days after receipt of the written notice of the breach given by the non-breaching party.

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

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

Notwithstanding the foregoing, the parties acknowledge and agree that if the parties have executed the End User License Agreement for Subscription Software, the remedy set forth above shall not apply, and the remedies contained in that End User License Agreement for Subscription Software shall apply instead.

- (b) Survival of Certain Obligations. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of

termination. The provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 2.1(d)(2) (as it relates to title and ownership), Section 5(c) and (d), Section 5, Section 6, Section 7, Section 9 and Section 10.

8. **FORCE MAJEURE.** Excusable delays shall be governed by FAR 52.212-4(f).



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

10. **GENERAL PROVISIONS.**

- (a) **Governing Law; Jurisdiction.** This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the applicable substantive Federal laws. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall be determined solely in accordance with applicable federal law.
- (b) **Interpretation.** The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.
- (c) **Waiver.** No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.
- (d) **Integration.** This Agreement and the EULA, including any and all exhibits and schedules referred to herein or therein, and together with the GSA Schedule Contract in which it has been incorporated as an addenda, set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement, subject to the terms of its incorporation in the GSA Schedule Contract, will prevail over any conflicting stipulations contained or referenced in any other document.
- (e) **Binding Agreement; No Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Hyland may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity, with the prior written consent of Licensee, which shall not be unreasonably withheld. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Hyland. Any change in control of Licensee resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section 10(e) shall be null and void and of no force or effect.
- (f) **Severability.** In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability,



or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

- (g) Independent Contractor. The parties acknowledge that Hyland is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support.
- (h) Subcontracting. Hyland may subcontract all or any part of Maintenance and Support. Hyland shall remain responsible to Licensee for the provision of any subcontracted services.
- (i) Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.
- (j) Intentionally Omitted.
- (k) Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.
- (l) Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement.

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

HYLAND SOFTWARE, INC.

By:

Print Name:

Title:

Date:

By:

Print Name:

Title:

Date:

Hyland Legal

Approved By:

Date:

EXHIBIT "A"



Contract Number GS-35F-249DA

Please note that the following products on our Advantage Listing are priced at a percentage rather than a fixed price: **SUBSCRIPT, MAINT1, EXSUP1 and REINSTAT.**

It is Hyland's policy to apply an annual incremental increase of 10% of the prior year's maintenance sum total to all customer maintenance renewals.

It is Hyland's policy to apply an annual incremental increase of 10% of the prior year's subscription sum total to all customer subscription renewals.

GSA AUTHORIZED DEALERS

Dealer	Contact/Email	Address	Phone/Website
3SG Plus	Nathan Dilley ndilley@3sgplus.com	8415 Pulsar Place Suite 300 Columbus, OH 43240	(614) 761-8394 www.3sgplus.com
ADOCS (Advanced Document Solutions, Inc.)	Mike Hawley mhawley@adocsolution.com	24307 Magic Mountain Parkway, #37 Valencia, CA 91355	(661) 251-0337 www.adocsolution.com
Computer SI Corporation	Gerry Manna gerrym@computersi.com	22 High Street Norwalk, CT 06851	(203) 855-0101 www.computersi.com
CourtView Justice Solutions	Gary Egner gary.enger@equivant.com	4825 Higbee Avenue NW Canton, OH 44718	330-470-0816 www.equivant.com
Databank IMX	Lynn M. Bell lbell@databankimx.com	458 Pike Road Huntingdon Valley, PA 19007	585-406-3195 www.databankimx.com
Digidoc Inc.	Erika Blair eblair@ps2g.us	510 Florida Ave NW Washington D.C. 20001	(443) 889-0943 www.documentmanagers.us
General Services Consulting, LLC	Ranjan Manoranjan Ranjan@gscclcoh.com	3935 Tarrington Ln Columbus, OH 43220	(614) 832-2010 https://gscclcoh.com
Imagesoft	Crystal Bell crystal.bell@i3verticals.com	200 W. 2nd St., # 582 Royal Oak, MI 48068	(248) 948-8100 www.i3verticals.com
InQ Solutions	Michael Robinson mike@inqsolutions.com	P.O. Box 90863 Raleigh, NC 27675	(919) 335-8757 www.inqsolutions.com
InStream, LLC	Leah Swartbaugh leahs@ami-imaging.com	5211 Lindbar Dr. Suite 504 Nashville, TN 37211	(629) 209-2500 www.instreamllc.com
Integrated Document Technologies	Jim Hartigan james.hartigan@idt-inc.com	1009 W. Hawthorn Itasca, Illinois 60143	(630) 875-1100 www.idt-inc.com
Keymark Inc.	Michael Grunden michael.grunden@keymarkinc.com	105 Tech Lane Liberty, SC 29657	(717) 364-3708 www.keymarkinc.com
Kiriworks, Inc.	Eric Willis eric.willis@kiriworks.com	1515 North River Center Drive Level M Milwaukee WI 53212	(800) 242-1777 www.kiriworks.com

EXHIBIT "A"



Contract Number GS-35F-249DA

Konica Minolta Business Solutions USA, Inc.	Kristen McKenna KMckenna@kmbs.konicaminolta.us	2120 Washington Suite 450 Arlington, VA 22204	(800) 331-0561 https://kmbs.konicaminolta.us
LBMC Technologies, LLC.	Mike Sole msole@lbmc.com	201 Franklin Rd. Brentwood, TN 37024	(615) 690-1938 www.lbmctech.com
Lowery Corporation dba Applied Innovation	Evan Fiddler efiddler@appliedimaging.com	5555 Glenwood Hills Parkway Grand Rapids, MI 49512	(616) 656-1324 www.appliedimaging.com
Naviant	Jason Bruner jbruner@naviant.com	201 Prairie Heights Drive Verona, WI 53593	(888) 686-4624 www.naviant.com
Paperless Solutions, Inc.	Mike Hinkson mhinkson@paperlessus.com	3580 Progress Drive Suite i Bensalem, PA 19020	(800) 214-3149 www.paperlessus.com
Patterson Pope	Kelly Green kgreen@pattersonpope.com	110 East Blvd., Suite 1220 Charlotte, NC 28203	(704) 492-5909 www.pattersonpope.com
Prosource	Vickie Giordullo vgiordullo@totalprosource.com	9482 Meridian Way West Chester, OH 45069	(513) 769-0606 www.totalprosource.com
Requordit, Inc.	Mark Buckley accounting@requordit.com	750 N. Clark St, 2nd Floor Chicago, IL 60654	(312) 332-9200 http://www.requordit.com
Van Ausdall & Farrar	George Clark gclark@vanausdall.com	6430 E. 75th Street Indianapolis, IN 46250	(317) 974-7293 www.vanausdall.com
Ventiv Technology Inc.	Leslie Sargent leslie.sargent@ventivtech.com	38705 Seven Mile Road, Suite 160 Livonia, MI 48178	(866) 452-2787 www.ventivtech.com
Versivo	Brett Thompson brett.thompson@versivo.com	7051 Heathcote Village Way, Ste 235 Gainesville, VA 20155	(571) 636-1100 www.versivo.com

EXHIBIT "B"

EXHIBIT "B" INSURANCE REQUIREMENTS

The certificate must state the City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregate, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence and \$300,000 for all claims arising out of the same incident or occurrence for property damage and personal injury; please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
- Statutory Workers Compensation insurance as required by the State of Florida.

HYLAND™ EXHIBIT "C"

Order Form

Hyland Reference Number: HYL085683

Parties	
Customer Name ("Customer")	City of Lake City, FL
Hyland Entity Name ("Hyland")	Hyland Software, Inc.

Customer Information	
Billing Details	Shipping Details
Name: City of Lake City, FL	Name: City of Lake City, FL
Bill To Address	Ship To Address
Purchasing & Contracting 205 N. Marion Avenue Lake City Florida 32055 United States	Purchasing & Contracting 205 N. Marion Avenue Lake City Florida 32055 United States
Quote Details	Sales Representative
Pricing Expiration Date: September 30, 2026 Quote Reference: Q-425294 Product Lines: OnBase Procurement Vehicle: GSA GS35F249DA Term Length in Months: 60	Name: Andrew Kalata Email: andrew.kalata@hyland.com Phone:

ON-PREMISE SOFTWARE SUBSCRIPTIONS

Product Code	Product Name	Schedule	Quantity
ONB-SUB-PW-C	OnBase Standard - Per Concurrent User	GSA	25

PAYMENT SUMMARY

Year	Subscription Payments
Year 1	USD 34,353.54
Year 2	USD 36,586.52
Year 3	USD 38,964.64
Year 4	USD 41,497.35
Year 5	USD 44,194.67
TOTAL	USD 195,596.72

CONFIDENTIAL: The information in this quote is confidential, and may not be disclosed to any third party or used in any manner other than for your internal purposes in connection with our business relationship.

EXHIBIT "C"

ORDER FORM TERMS FOR ORDER FORM NO. EU-9846-HYL085683

This Order Form is governed by the Master Agreement, Subscription Agreement, Hosting Agreement, or the similar agreement (the “Master Agreement”) under which Customer has previously purchased licenses to the Software or other products or services, provided that the customer entity signing this Order Form is either the same entity that executed the Master Agreement or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the Master Agreement as if it were the original party thereto and will be considered the “Customer” under the Master Agreement, including this Order Form, for purposes of the products and services purchased under this Order Form.

The Master Agreement, including this Order Form, and any other related documents referenced in the Master Agreement constitute the entire agreement of the parties with respect to the products and services purchased under this Order Form. Any terms adding to or varying from the terms of the Master Agreement, as amended per this Order Form, whether contained in any purchase order or other written, electronic, or oral communication shall be null and void and have no effect unless they are captured in an amendment executed by both parties. The effective date of this Order Form will be the date this Order Form is executed by the last party to execute (the “Effective Date” of this Order Form).

Customer acknowledges and agrees that the Master Agreement shall be amended to include the additional terms set forth below:

<https://legal.hyland.com/Customer-Legal-Center#full-sub-conversion-amendment>

Permission to Invoice

Customer acknowledges and agrees that, when this Order Form is signed by both parties, Hyland is permitted to invoice Customer for the matters described herein.

Currency/Taxes

All pricing in this Order Form is in USD and is exclusive of any applicable taxes and government charges. If applicable, Customer agrees to provide Hyland with valid tax exemption certificates in advance of the issuance of any invoice.

Initial Term: The initial term of the subscription(s) purchased under this Order Form begins on the Effective Date of this Order Form and will run through the Term Length identified in the Order Details in the table above. Notwithstanding anything to the contrary in the underlying governing agreement or otherwise, the parties agree that this subscription cannot be terminated by Customer for convenience.

Marketing: Notwithstanding anything the contrary in any other agreement, Hyland may refer to Customer by name as a customer of Hyland in its marketing and publicity materials.

EXHIBIT "C"

Signature of Parties

This Order Form is only valid and binding when executed by both parties. Each party has executed this Order Form by its duly authorized representative.

City of Lake City, FL

Hyland Software, Inc.

By:

By:

Name: (Print)

Name: (Print)

Title:

Title:

Date:

Date:

Tax Information:

____ (1) Exempt (Provide Tax Exemption Form)

____ (2) Non-Exempt

Services Only []

ECM Investment Summary

For



Prepared For:
City of Lake City

Presented By
DataBank IMX
Aaron Fryzek
402.875.2873
afryzek@ databankimx.com

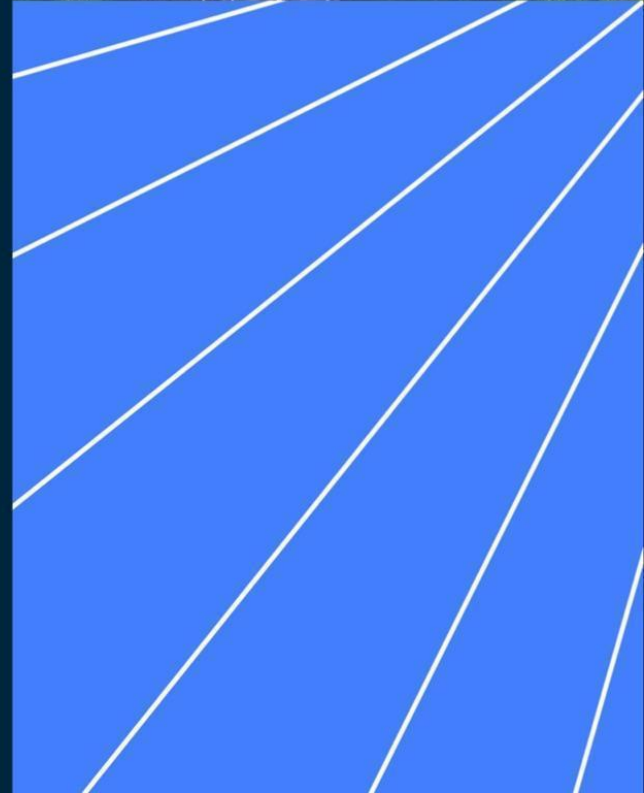
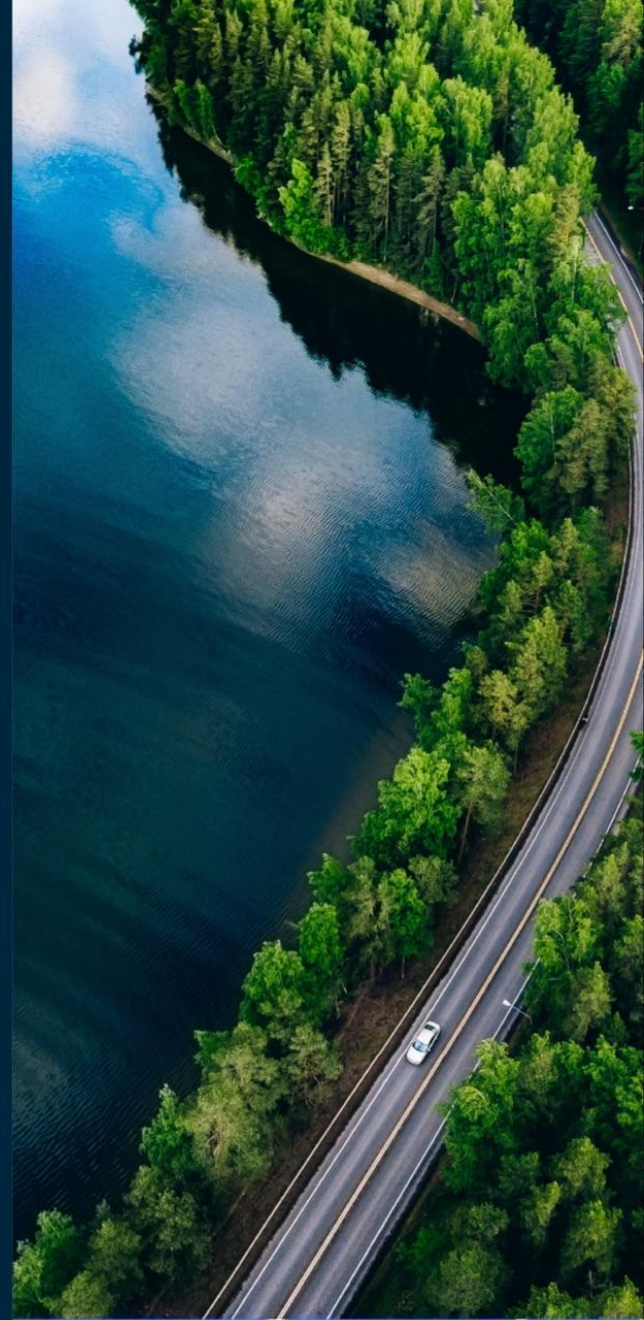


EXHIBIT "C"

LAKE CITY SIMPLIFIED TRANSITION

The City currently utilizes the following license package. This package provides a base of functionality but limits usage of core OnBase features across the current user base. The City is looking to add **OnBase Workflow**.

Product Name	Count
Application Enabler	1
Bar Code Generator	1
Batch OCR	1
CD Authoring	1
Concurrent Client	25
Desktop Document Imaging (15 ppm max)	8
Desktop Document Imaging (30 ppm max)	2
Desktop Document Imaging (Unlimited)	4
Distribution Service	1
Document Import Processor	1
EDM Services	1
E-Forms	1
Full-Text Search	1
Multi-User Server	1
Office Business Application for 2019	10
Public Sector Constituency Web Access	12329
StatusView	1
Unity Automation API	1
Web Server	1
Workflow Concurrent Client SL	1
Workstation Client	1

Adding **OnBase Workflow licensing** to an existing OnBase environment gives users the ability to automate and manage business processes directly within the system.

Key benefits include:

- **Automated document routing** – Send documents and information to the appropriate user or department based on defined business rules.
- **Approval workflows** – Manage reviews, approvals, rejections, and exceptions within OnBase.
- **Work queues** – Provide users with organized queues of items requiring action.
- **Notifications and escalations** – Automatically alert users when action is needed and escalate overdue items.
- **Reduced manual handoffs** – Minimize reliance on email, spreadsheets, and manual process tracking.
- **Improved process visibility** – See where documents and tasks are within a workflow at any given time.
- **Greater consistency** – Ensure business processes follow standardized rules and procedures.
- **Improved accountability and auditability** – Track who completed each action and when it occurred.
- **Faster processing times** – Reduce bottlenecks and delays by automating routine steps.
- **Better management insight** – Gain visibility into workloads, bottlenecks, and process performance.
- **Expanded value from the existing OnBase investment** – Move beyond document storage and retrieval to actively manage processes such as invoice approvals, HR onboarding, contract reviews, records requests, and case management.

EXHIBIT "C"

The OnBase platform developed by Hyland and supported by DataBank IMX for the City is currently procured utilizing GSA as a contract vehicle. Since the original acquisition of the software where each independent function was a separate module and cost, Hyland has adjusted how it licenses the software. This adjustment is user based and is within 3 tiers with additional independent add-ons. (Essential, Standard, Premier) These tiers are either user or concurrent based.

To expand to Workflow, the City users would need to move into the Standard Tier. The Standard Tier also provides access to additional mail integration capabilities, integration and form technologies, and PDF functionality improvements. These updates would cost more than \$49,000 annually to acquire in the current licensing package.

The following graphic represents the current GSA list price for 25 **concurrent** users of each simplified package.

City of Lake City				
GSA Tiers		Per User	Qty	Total
Essential Concurrent	ONB-SUB-DW-C	\$ 2,539.04	25	\$ 63,476.00
Standard Concurrent	ONB-SUB-PW-C	\$ 3,385.39	25	\$ 84,634.75
Premier Concurrent	ONB-SUB-KW-C	\$ 4,231.74	25	\$ 105,793.50

With the historical investment of OnBase at the City considered and a desire of the City to understand and protect future potential cost increases, DataBank / Hyland have created a transition that converts current investment into a 5-year package of 25 Standard Concurrent simplified licenses. This transition represents significant immediate and long term value for the City to expand.

The total cost of this transition over a 5-year period is \$195,596.72

Year	Subscription Payments
Year 1	USD 34,353.54
Year 2	USD 36,586.52
Year 3	USD 38,964.64
Year 4	USD 41,497.35
Year 5	USD 44,194.67
TOTAL	USD 195,596.72

This represents a 60% reduction in costs to the City vs current GSA and a 46% reduction in costs vs adding the licensing into the current plan.

EXHIBIT "C"

General cost estimates based on similar annual increases are noted below, however addition of these items via GSA list and/or adding to the current package would be at the current annual increase.

	GSA List	Current Addition	5 Year Transition
Year 1	\$ 84,634.75	\$ 63,905.80	\$ 34,353.54
Year 2	\$ 90,136.01	\$ 68,059.68	\$ 36,586.52
Year 3	\$ 95,994.85	\$ 72,483.56	\$ 38,964.64
Year 4	\$ 102,234.51	\$ 77,194.99	\$ 41,497.35
Year 5	\$ 108,879.76	\$ 82,212.66	\$ 44,194.67
Total	\$ 481,879.88	\$ 363,856.68	\$ 195,596.72
	59%	46%	