CONTRACT NO. X1000000415
FOR
<u>Hyland Software, Inc. Licenses, Software Services, Consulting Services, and</u>
<u>Maintenance and Support Services</u>

This Master Contract X1000000415 for Software Licenses, Software Services, Consulting Services, and Maintenance and Support Services (hereinafter referred to as "Contract") is entered into this 29th day of June 2009 (hereinafter referred to as "Effective Date") by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County") and Hyland Software, Inc., an Ohio corporation with its principal offices at 28500 Clemens Road, Westlake, Ohio 44145 (hereinafter referred to as "Contractor") with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, Contractor is qualified and experienced in providing Software licenses, Software Services, Consulting Services and Maintenance and Support Services as further set forth in this Contract; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into this Contract to be used as a Master Contract for County departments and agencies to purchase such Software licenses, Software Services, Consulting Services and Maintenance and Support Services;

WHEREAS, THEREFORE, in consideration of mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

TERMS AND CONDITIONS:

DEFINITIONS

1A.   *Software.* The term "Software" shall mean: (i) the OnBase® Information Management System product modules in machine-readable object code only and the Documentation related to such product modules listed in the Perpetual Use Software License and Annual Maintenance Price List set forth in Attachment A which is attached hereto and incorporated by this reference as if fully set forth; (ii) any other OnBase® Information Management System product modules in machine-readable object code only and the Documentation related to such product modules which may not be listed in Attachment A; and (iii) any Work Products developed by Contractor under any Subordinate Contract that constitute computer software, including configurations of any OnBase Information Management System product module licenses obtained by County under this Contract to function in accordance with any applicable Specifications. The term "Software" includes any Upgrades and Enhancements products included in the Supported Software and Documentation.

1B.   *Supported Software.* The term "Supported Software" shall mean: (i) the current released version of the Software obtained by County, and (ii) at any time after Contractor has delivered to County a new version of such Software as an Upgrade and Enhancement, the released version of such Software last released prior to the current released version; provided, that the Supported Software will not include any prior released version of such Software that has been superseded for more than two (2) years (as determined from the date that Contractor first announced publicly, through its web site or otherwise, the general release of the next later version of such Software) by any later released version of such Software.

2.   *Annual Maintenance Fees.* The term "Annual Maintenance Fees" shall mean all amounts payable, as more fully set forth in Attachment A, by County to Contractor as outlined in Attachment B, Section 4(A) in connection with County's purchase of annual Maintenance and Support Services from Contractor.

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3. *Consulting Services.* The term "Consulting Services" shall mean professional consulting, implementation and integration services provided by Contractor to County in connection with projects related to the implementation and integration of the Software in the County's environment.

4. *County.* The term "County" shall mean the County of Orange, California and shall include any individual County of Orange department or agency entering into a Subordinate Contract under this Contract in the specific Subordinate Contract it has entered into.

5. *Documentation.* The term "Documentation" shall mean written or electronic materials, including user manuals; published by Contractor and provided by Contractor to County for the Software and that relate to the functional, operational or performance characteristics of the Software.

6. *Error.* The term "Error" shall mean any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the applicable current Documentation and Specifications.

7. *Innovations.* The term "Innovations" shall mean all designs, processes, procedures, methods and innovations that are developed, discovered, conceived or introduced by Contractor, working either alone or in conjunction with others, in the performance of Services under this Contract.

8. *Maintenance and Support Services.* The term "Maintenance and Support Services" shall mean professional services in the nature of Error correction services and technical support services related to County's operation and use of the Software, that are provided by Contractor to County.

9. *Services.* The term "Services" shall mean any or all Software Services, Consulting Services and Maintenance and Support Services

10. *Services Fees.* The term "Services Fees" shall mean all amounts payable by County to Contractor in connection with County's purchase of Consulting Services and/or Software Services from Contractor.

11. _Software License Fees._ The term "Software License Fees" shall mean all amounts payable by County to Contractor as license fees for the licensing of Software.

12. _Software Services._ The term "Software Services" shall mean professional installation and training services related to the Software provided by Contractor to County.

13. _Subordinate Contract._ The term "Subordinate Contract" shall mean a written contract between a County department or agency and the Contractor that sets forth and incorporates all or a portion of the specific terms and conditions of this Contract, upon which Contractor will provide Software licenses, Consulting Services, Software Services and/or Maintenance and Support Services to a specific County department or agency. Each Subordinate Contract shall be executed individually and shall incorporate by reference all or a portion of the terms and conditions of this Contract with an applicable scope of work which sets forth the specific Software, Services and any applicable Specifications the individual County department or agency shall be purchasing from Contractor.

14. _Specifications._ The term "Specifications" shall mean the functional specifications for Software or Work Products obtained under this Contract, if any, mutually agreed upon by the Parties and contained in or produced in writing under a Subordinate Contract.

15. _Upgrades and Enhancements._ The term "Upgrades and Enhancements" shall mean any and all new versions, improvements, modifications, upgrades, updates, fixes or additions to the Supported Software that Contractor commercially releases to its end users generally during the term of this Contract to correct deficiencies or enhance the capabilities of such Supported 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, re-platformed Software or new functionality.

16. _Work Products._ The term "Work Products" shall mean all work product, documentation, materials, computer software (including source code, object code and algorithms associated with such computer software), custom scripts, rules, instructions, or combinations of

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the foregoing that configure any Software to function in accordance with any applicable Specifications, formulae, ideas, techniques, know-how, inventions, product/service specifications, research, experimental work, development and design details and Specifications that are developed, discovered, conceived or introduced by Contractor, working either alone or in conjunction with others, in the performance of Services in a Subordinate Contract.

17. _Certificate of Completion and/or Delivery._ The term "Certificate of Completion and/or Delivery" shall mean a written notice, signed by Contractor, certifying that the Software, Work Products and/or Services contemplated under any written Subordinate Contract have been completed and/or delivered.

18. _Module._ The term "module" shall mean an area of functionality or grouping of related areas of functionality licensed by Contractor for use by County in a specified manner or for a specified purpose. A module does not always constitute a piece of software and in some cases may not correspond at all to any actual software program code.

CONTRACT

SECTION 1. SCOPE OF WORK

This Contract is for the Software licensing, Software Services, Consulting Services, and Maintenance and Support Services as more fully detailed herein. Contractor agrees to provide all products and Services at the annual fixed price specified in Attachment A, in accordance with all of the terms and conditions of this Contract.

SECTION 2. MASTER CONTRACT

This Contract is to be used as a Master Contract against which Subordinate Contracts will be created and issued by County departments or agencies based on the fixed pricing, terms and conditions set forth herein. The Subordinate Contract must end prior to or be coterminous with this master Contract. For the Contractor's full and complete performance of its obligations under this Contract during any period of this Contract, the County shall compensate the Contractor the fixed prices set forth in Attachment A as may be annually adjusted by Contractor. The pricing

set forth in Attachment A shall be in effect on the Effective Date of this Contract and shall remain firm for the first period of this Contract.

As required by County policy, some Subordinate Contracts created against the master Contract may require Board of Supervisors approval.

SECTION 3. LICENSE

3.1 <u>SOFTWARE LICENSE</u>. Upon payment of Software License Fees by County as required under each Subordinate Contract, and subject to County's compliance with this Contract, Contractor grants to County, pursuant to the terms and conditions of this Contract, a perpetual (except as otherwise provided in Section 16), nonexclusive, nontransferable, limited license to use the Software, solely for use by County, it agents and employees, internally, and only for capturing, storing, processing and accessing County's own data. County acknowledges that each Software and/or Module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. County shall be entitled to use one (1) production copy of each Software and/or Module licensed. In addition, County shall be entitled to make: one (1) additional copy of the Software and/or Modules licensed (but specifically excluding any Client Modules listed in Attachment A) for customary back-up purposes; one (1) additional copy of the Software and/or Modules licensed for customary remote disaster recovery purposes; and one (1) additional copy of Software and/or Modules licensed to be used exclusively in a non-production environment and solely for the purposes of experimenting, integrating and testing the Software and training County's employees on the Software. County shall not make additional copies of the Software. County shall not make any use of the Software in any manner not expressly permitted by this Contract. The Software is licensed for use by County and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. County agrees: (a) not to remove any Contractor notices in the Software; (b) not to sell, transfer, rent, lease, time share or sub-license the Software or Documentation to any third party; (c) not to alter or modify the Software; and (d) not to reverse engineer, disassemble, decompile or attempt to derive source

code from the Software, or prepare derivative works therefrom. 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. County is prohibited from using any software other than Contractor's Client modules or Query API module 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 Contractor has given its prior written consent to County's use of such other software and County has paid to Contractor the Software License Fees with respect to such access to the Software or data stored in the Software database in accordance with Contractor's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

3.2 WORK PRODUCTS LICENSE. Subject to County's payment in full of all Services Fees under any Subordinate Contract pursuant to which Contractor develops any Work Products that are not Software, and subject further to County's compliance with this Contract, Contractor grants to County a perpetual (except as provided in this Contract), non-exclusive, non-assignable, non-transferable limited license to use the Work Products that are not Software. This license is granted only to County and for the sole purpose of using such Work Products in connection with the Software. Except as otherwise provided in this Contract, County may not make or authorize the making of copies or adaptations of any Work Products. County agrees: (a) not to remove any Contractor notices in the Work Products or any copies thereof; and (b) not to sell, transfer, rent, lease, time share or sublicense the Work Products to any third party.

3.3 GRANT OF LICENSE FOR DEMONSTRATION SOFTWARE. Contractor grants to County a royalty-free, revocable, non-exclusive, non-assignable, non-transferable, personal and limited license to use one (1) copy of the OnBase® Software modules added to Attachment A attached hereto under the caption "Demonstration Software" (the "Demonstration Software"), in machine-readable object code form only, solely for County's internal use with

County's own data for evaluation, testing, internal demonstration and other non-commercial and non-production uses in an internal test environment, and on servers located only at the County of Orange Enterprise Data Center. County acknowledges that each module of the Demonstration Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. County shall not make additional copies of the Demonstration Software. County shall not make any commercial use of the Demonstration Software or use the Demonstration Software in any other manner not expressly permitted by this Contract. From time to time during the evaluation period, Contractor may notify County that Upgrades and Enhancements to the Demonstration Software are available. Provided that County is then in compliance with the Contract and with any and all other Contracts and contracts between County and Contractor, Contractor agrees to deliver one (1) copy of any such Upgrade and Enhancement to the Demonstration Software (and one (1) copy of any updated documentation) to County promptly upon the receipt of a written request from County for such Upgrade and Enhancement. County acknowledges ano agrees that all Upgrades and Enhancements delivered in accordance with this paragraph shall be considered to be "Demonstration Software" for all purposes of the Contract and the term Demonstration Software, as used in the Contract, shall include any such delivered Upgrades or Enhancements.

County acknowledges and agrees that Contractor shall not be obligated to provide any Maintenance and Support Services with respect to the Demonstration Software to County; and that Contractor's customer service center, technical services department and integration services team are not available to County for the Demonstration Software. All questions or requests regarding the Demonstration Software should be directed to Contractor's sales department.

Except as provided in this Section 3.3, which shall supersede any conflicting provisions of this Contract with respect to the Demonstration Software only, the Demonstration Software shall be deemed and considered by the parties to be Software subject to the other restrictions, limitations and provisions of this Contract.

SECTION 3A. CONSULTING SERVICES AND SOFTWARE SERVICES

3A.1 REQUEST FOR CONSULTING SERVICES OR SOFTWARE SERVICES.
County may in good faith request Consulting Services and/or Software Services from Contractor at any time during the term of this Contract. If Contractor in good faith agrees to

provide such Services, the Parties will enter into a Subordinate Contract. Either Party may, at its sole discretion, elect not to enter into any Subordinate Contract for Services. A Subordinate Contract will become effective and binding between the Parties only upon execution thereof by authorized representatives of both Parties. Subordinate Contract issued for Services may contain additional information and provisions as the Parties deem necessary, including, as appropriate, a description of such Services set forth in a Scope of Work/Specifications; a schedule for the performance of such Services and any milestones associated therewith; the identification of any Work Products; a description of the Parties' responsibilities; and a description of the total compensation to be paid to the Contractor for providing such Services, and the method of calculation and a schedule of payments.

3A.2 <u>COSTS AND EXPENSES RELATING TO CONSULTING SERVICES OR SOFTWARE SERVICES</u>. In addition to all other amounts payable by County under this Contract, County will reimburse the Contractor in accordance with the then current IRS Per Diem Rates (IRS Publication 1542) for meals, lodging and incidental expenses incurred by Contractor in connection with the performance of Services requested by County under this Contract or any Subordinate Contract. Further, County will reimburse Contractor for all other out-of pocket expenses incurred by Contractor in connection with the performance of Services requested by County under this Contract or any Subordinate Contract including, but not limited to, airline travel (Contractor will not seek reimbursement for airline travel for more than the cost of a coach class ticket for each traveling employee for the applicable flight) and car rental. Contractor shall invoice County for all costs and expenses hereunder in accordance with the invoicing procedures set forth in Attachment B.

3A.3 <u>PERFORMANCE / DELAYS</u>. Upon execution of a Subordinate Contract for Services outlined in this Section, Contractor agrees to provide the Services as described in each Subordinate Contract. If any delays in such Services occur solely as a result of any incorrect information or assumption (as such items are described in Section 3A.4 below), the scheduled

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completion date for the affected Services under the applicable Subordinate Contract shall be extended up to the extent of any such delays. Any costs or expenses resulting directly or indirectly from such delays shall be borne and paid solely by County and Contractor shall have no liability or responsibility for such costs or expenses. In the event that performance of any milestone set forth in any Subordinate Contract is not met due to a delay solely caused by Contractor, and provided that such cause is not an event of force majeure, Contractor agrees, at no charge to County, to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the delay of subsequent or later milestones or completion of such Services pursuant to the Subordinate Contract and shall reasonably cooperate with County in such efforts.

3A.4 INFORMATION AND ASSUMPTIONS. The description of Services in each Subordinate Contract, including the schedule, any Work Products and compensation, will be based upon information County provides to Contractor and upon any assumptions set forth in the Subordinate Contract. County acknowledges that if the information provided by County is incomplete or inaccurate, or if the stated assumptions are not correct, Contractor's ability to provide the Services and meet the schedule set forth in the Subordinate Contract may be adversely affected.

3A.5 CHANGES TO SUBORDINATE CONTRACT. Contractor or County may at any time and in good faith request a change to any Subordinate Contract. All changes to Subordinate Contract will be done by a County issued Amendment executed by both Parties as required under Section 22. With respect to an Amendment requested by the Contractor through the course of providing Services, Contractor will, at no additional cost to County (except as provided below), promptly prepare a detailed description of the change to be made identifying the reasonably anticipated impact and setting forth any applicable adjustments in the schedule and/or payments to Contractor under the relevant Subordinate Contract. If, in Contractor's commercially reasonable judgment, any change requested by County requires Contractor to perform additional discovery and design Services in order to assess the impact of

such proposed change and prepare and provide the proposed change described above, then the Parties shall use commercially reasonable efforts to mutually agree upon a schedule for such additional discovery and design Services, and payments for such additional discovery and design Services, and County shall be obligated to pay the agreed upon Services Fees for such additional discovery and design Services in the manner and in accordance with the schedule mutually agreed upon by the Parties. Contractor will continue performing Services in accordance with the applicable Subordinate Contract until the Parties mutually agree to the proposed change and a formal Amendment is executed, at which time such proposed change will be in effect for all purposes of the Subordinate Contract. In the event the Parties are unable to mutually agree upon a proposed change or a proposed Amendment, and such proposed change relates to a material component of the project that is the subject of the relevant Subordinate Contract, either Party may terminate such Subordinate Contract upon no less than thirty (30) days advance written notice to the other party.

3A.6   COUNTY'S OBLIGATIONS.

(a)   Assistance and Obligations. County agrees that it will cooperate with and assist Contractor in the performance of Consulting Services and Software Services, will provide the resources necessary for Contractor's performance hereunder as specified in the relevant Subordinate Contract or as otherwise required in the performance of such Services, and will perform or fulfill all obligations required to be performed or fulfilled by County under the terms of the relevant Subordinate Contract. County acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section 3A.6 and the relevant Subordinate Contract, Contractor's ability to provide such Services and meet the schedule and any milestones set forth in such Subordinate Contract may be adversely affected.

(b)   Third Party Software Rights. Notwithstanding any contrary terms, if County requests Contractor to perform such Services on or with respect to any third party software,

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County represents and warrants to Contractor that County has all necessary rights to allow Contractor to do so.

(c)   <u>Protection of County's Systems</u>. County understands that it is solely responsible to take appropriate measure to isolate and backup or otherwise archive its computer systems, including its computer programs, data and files.

(d)   <u>Safe Work Environment</u>. County will be responsible for and shall ensure that while Contractor employees, agents or subcontractors are on County's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons. County agrees to indemnify and hold harmless Contractor from and against any and all liabilities, damages, costs and expenses (including reasonable attorneys' fees) caused by the negligence or willful misconduct of County or any of County's employees, agents, contractors (other than Contractor) or invitees.

SECTION 4.   ACCEPTANCE

County will have thirty (30) days after completion of the Testing Period, as set forth in Section 10 of this Contract to refuse the Software or Work Products. If the Software or Work Products are not refused in writing and received by Contractor within ten (10) days after completion of the thirty (30) day period, it shall be deemed to have been accepted. If the Software or Work Products fail to conform to the Documentation or Specifications and Contractor is unable to remedy the deficiency within forty-five (45) days, County shall return all Software or Work Products furnished in connection with the applicable Subordinate Contract and the applicable Subordinate Contract shall be terminated as to such Software and Work Products. If the Software or Work Products fail to conform to the Documentation or Specifications and Contractor, within forty-five (45) days of receipt of the above said notice, corrects the deficiencies in the Software or Work Products, the County will provide Contractor with acknowledgment of its acceptance of said Software or Work Products.

It is agreed by the County and Contractor that acceptance by the County of any individual module or feature that is part of the Software or Work Product does not constitute acceptance of the entire Software or Work Product package being purchased through the Subordinate Contract.

Notwithstanding anything to the contrary, all Software and Work Products that are under license by County from Contractor, or any current or formerly authorized reseller or dealer of Contractor at any time on or prior to the Effective Date, shall be deemed for all purposes to have been accepted by County and shall not be subject to the refusal or other acceptance provisions of this Contract.

SECTION 5. TERM

This Contract shall commence on June 29, 2009 or on the date execution is completed and authorized by the Orange County Board of Supervisors, whichever occurs later, and continue in effect through and including June 30, 2010 unless otherwise terminated in accordance with this Contract. This Contract may be renewed annually for four (4) additional, consecutive one (1) year terms upon concurrence of both parties, with the first option to renew commencing July 1, 2010, unless otherwise terminated in accordance with this Contract. Subject to the termination rights under Section 16 with respect to County's license of the Software and any Work Products, the expiration of the term of this Contract shall not terminate County's license of the Software and any Work Products, and the provisions of this Contract shall continue in full force and effect in accordance with their respective terms with respect to such license rights (including specifically Sections 3, 11, 12 and 16) after any expiration of the term of this Contract under this Section.

SECTION 6. CONTINGENCY OF FUNDS

Contractor acknowledges that funding or portions of funding for this Contract and/or any individual Subordinate Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the Services hereunder or requested in any Subordinate Contract in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If

such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate the Maintenance and Support Services provisions of this Contract or any Subordinate Contract and terminate or modify the right of County to submit Subordinate Contracts under this Contract without penalty.

SECTION 7.   DELIVERY

Contractor shall deliver the Software or Services to the requesting County department or agency department in accordance with the delivery terms of the Subordinate Contract under which such Software or Services has been ordered.

SECTION 8.   INSTALLATION

Contractor shall be responsible for installation of the Software. At least ten (10) calendar days prior to the installation of the Software, County shall (i) provide at the Site the computer equipment and all required peripherals identified in the applicable Subordinate Contract, and (ii) obtain and install thereon all required third party software. County agrees that such computer equipment, peripherals and third party software shall be installed and fully operational before Contractor begins installation of the Software. Contractor shall install the Software at the Site in accordance with the installation schedule contained in the applicable Subordinate Contract. Any installation time incurred by Contractor as a result of County's delay or failure to comply with this Contract shall be charged to County at Contractor's then-current GSA rates. With forty-eight (48) -hour notice, County shall grant Contractor access to the Site and the computer system for the period of time required at a mutually agreed upon time, for such installation and shall give Contractor priority use of such Software during installation. Upon completion, Contractor shall deliver to County a Certificate of Completion and/or Delivery.

SECTION 9.   DATA CONVERSION

County shall be solely responsible for data conversion, data entry and verification of data.

SECTION 10. TESTING

County shall have forty (40) days ("Testing Period"), commencing upon delivery of the Certificate of Completion and/or Delivery, to test the Software and/or Work Products to

determine whether such Software and/or Work Products, including any and all modules and/or additional features, conform to the Documentation and, if applicable, Specifications or Scope of Work to County's good faith and reasonable satisfaction. During the Testing Period, County shall within two (2) business days provide written notice to Contractor of any failure of the Software or Work Products to substantially conform. Upon receipt of such notice, Contractor shall use its commercially reasonable efforts to remedy the substantial noncompliance and install a fix within ten (10) days of receipt of such notice and cause the non-conforming Software and/or Work Products to conform to the applicable Documentation, Specifications or Scope of Work to County's good faith and reasonable satisfaction as set forth above. If such notice is provided by County to Contractor, the Testing Period shall be extended through the fortieth (40th) day after Contractor's last receipt of notice of a failure of the Software or sixty (60) days after the delivery of the Certificate of Completion and/or Delivery, whichever occurs first.

SECTION 11. OWNERSHIP

County and Contractor agree that Contractor and its suppliers own the Software and Work Products and all proprietary rights, including, but not limited to, patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and Work Products, whether made by Contractor or any third party. The Software and Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software or Work Products are transferred to County. County agrees that nothing in this Contract or associated documents gives it any right, title or interest in the Software or Work Products, except for the limited express rights granted in Section 3.

SECTION 12. CONFIDENTIAL INFORMATION

Except for California Public Records Act (CPRA) requests or as required by other relevant law to disclose documents or information to a third party:

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A. County agrees that the Software and Work Products contain proprietary information, including trade secrets, know-how and confidential information that is the exclusive property of Contractor and its suppliers.

B. During the period this Contract is in effect, and at all times after its termination, County and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Contract.

C. County shall not disclose any such proprietary information concerning the Software or Work Products, including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of County without the prior written consent of Contractor.

SECTION 13. WARRANTY

13.1 SOFTWARE. For a period of forty-five (45) business days from the date of County's acceptance of the Software in accordance with Section 4, Contractor warrants to County that the media on which the Software is distributed are free from defects in materials and in workmanship. Provided that, within the forty-five (45) business day period referred to above, County returns the Software with a copy of County's receipt and the applicable Subordinate Contract, Contractor will, as Contractor's sole obligation and County's sole remedy for such defective media, at Contractor's sole discretion, either (a) replace the defective media; or (b) terminate the applicable Subordinate Contract with respect to the Software included on the defective media, in which event Contractor will refund all Software License Fees for such Software paid prior to the time of such termination.

13.2 WORK PRODUCTS OTHER THAN SOFTWARE. For a period of sixty (60) business days from the date of County's acceptance, in accordance with Section 4, of Work Products that are not Software, Contractor warrants to County that such Work Products will substantially conform to the Specifications for such Work Products. Provided that, within the

sixty (60) business day period referred to above, County notifies Contractor in writing of any non-conformity of the Work Products to the foregoing limited warranty, Contractor's sole obligation, and County's sole remedy, shall be for Contractor to use commercially reasonable efforts to correct such non-conformity(ies). If Contractor is unable to correct such non-conformity(ies) after twenty (20) business days, County's sole and exclusive remedy shall be to terminate the Subordinate Contract under which such Work Products have been provided and return such Work Products with a copy of County's receipt and all agreements to Contractor, in which Contractor will refund all of the Services Fees relating directly to such non-conforming Work Products paid prior to the time of such termination.

13.3 <u>CONSULTING SERVICES, SOFTWARE SERVICES AND/OR MAINTENANCE AND SUPPORT SERVICES</u>. For a period of thirty (30) business days from the date of: (a) in the case of Consulting Services or Software Services, the date of County's acceptance of such Consulting Services or Software Services in accordance with Section 4; or (b) in the case of Maintenance and Support Services, the date of completion of such Maintenance and Support Services, Contractor warrants to County that the Services have been performed in a good and workmanlike manner and substantially according to industry standards. Provided that, within the applicable thirty (30) business day period referred to above, County notifies Contractor in writing of any non-conformity of the Consulting Services, Software Services or Maintenance and Support Services to the foregoing limited warranty, Contractor's sole obligation, and County's sole remedy, shall be for Contractor to use commercially reasonable efforts to re-perform the non-conforming services in an attempt to correct the non-conformity(ies). If Contractor is unable to correct such non-conformity(ies) after a reasonable period of time, County's sole and exclusive remedy shall be to terminate the Subordinate Contract under which the non-conforming Services have been performed, in which event Contractor will refund to County all of the Services Fees relating directly to such non-conforming services paid prior to the time of such termination.

13.4 <u>DISCLAIMER OF OTHER WARRANTIES.</u>

(a)   Except as expressly set forth in Sections 13.1, 13.2 and 13.3, Contractor makes no warranty or representations regarding any Software, Work Products, Innovations, information or Services provided under this Contract. Contractor 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. Contractor does not warrant that any Services, Software, Work Products or Innovations provided will satisfy County's requirements or are without defect or error, or that the operation of any software provided under this Contract will be uninterrupted. Contractor does not assume liability whatsoever with respect to any third party hardware, firmware, software or services.

(b)   County specifically assumes responsibility for the selection of the Software, Work Products, and Services to achieve its business objectives.

(c)   No oral or written information given by Contractor, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Section 13 is authorized unless it is set forth in writing, references this Contract or the applicable Subordinate Contract, and is signed on behalf of Contractor by a corporate officer.

13A.   LIMITATIONS OF LIABILITY

13A.1 Except in connection with any claim described in Section 13A.3 below, in no event shall either Party be liable for any indirect, incidental, consequential, special or punitive damages including but not limited to any lost profits, lost savings, business interruption damages or expenses, the costs of substitute Software, Work Products or Services, losses resulting from erasure, damage, destruction or other loss of files, data or programs or the cost of recovering such information, even if such party has been advised of the possibility of such damages or losses.

13A.2 Except in connection with any claim described in section 13A.3 below, Contractor's liability for any loss or damages arising out of or in connection with this Contract, including, but not limited to, the performance or non-performance of Services or the use in inability to use Software or any Work Products or Innovations, shall in no event exceed (1) in any individual case, the amount that has been actually paid by County to Contractor under the Subordinate Contract or this Contract with respect to the transaction to which such loss or damages are related; and (2) in the aggregate, the lesser of (1) $1,000,000.00; or (2) the aggregate of all Software License Fees, Services Fees and Annual Maintenance Fees paid by County to Contractor under this Contract or any Subordinate Contract during the period of up to the immediately preceding twelve (12) months during the term of this Contract.

13A.3 Notwithstanding anything to the contrary, the limitations of: (1) Section 13A.1 above shall not apply with respect to any damages or losses arising out of a Party's breach of Section 12 or 15 (Confidentiality), any damages awarded to third parties that are subject to a Party's express indemnification obligations under this Contract, or any damages or losses arising out of County's breach of Section 3.1 or 11 of this Contract; and (2) Section 13A.2 shall not apply with respect to damages or losses arising out of Contractor's breach of Section 15 (Confidentiality) or any damages awarded to third parties that are subject to Contractor's express indemnification obligations under this Contract.

SECTION 14. SOFTWARE MAINTENANCE AND SUPPORT SERVICES

14.1 <u>COUNTY'S ELECTION WITH RESPECT TO MAINTENANCE AND SUPPORT SERVICES</u>.

(a) Contractor and County agree that each department or agency of County that has licensed and is using any Software shall have the right and option to: (1) purchase Maintenance and Support Services from Contractor under this Contract with respect to all of the Software licensed and used by such department or agency; or (2) purchase comparable maintenance and technical support services with respect to all of the Software licensed and used by such department or agency from any third party vendor that Contractor has authorized in writing to

provide such services to County. If such a department or agency of County makes an election under clause (2) above, such department or agency shall be required to enter into a separate Contract directly with the selected Contractor-authorized third party vendor for such maintenance and technical support services. Any election by a department or agency of County under clause (2) above shall not preclude such department or agency from making an election under clause (1) above, effective as of the commencement of the next maintenance period that would have been in effect under this Contract if such department or agency had made the election under such clause (1) with respect to each and every maintenance period that would have been in effect under this Contract.

(b)   Each department and agency of County that has licensed and is using any Software as of the Effective Date will make its initial election under Section 14.1(a) prior to or simultaneously with County's execution and delivery of this Contract. Each department or agency of County that has licensed and is using any Software will make any subsequent election under Section 14.1(a) as follows:

(1)   in the case of such department's or agency's initial licensing of Software, at the time such department or agency submits its written Subordinate Contract for such Software; or

(2)   in the case of such department's or agency's election with respect to any maintenance period after the initial maintenance period under this Contract, not less than sixty (60) days prior to the end of the maintenance period immediately preceding the maintenance period with respect to which such new election is to be effective.

(c)   Each department or agency of County shall make an election under Section 14.1(a) by delivering written notice of such election to Contractor in accordance with the requirements of Section 14.1(b).

14.2   CONTRACTOR'S PROVISION OF MAINTENANCE AND SUPPORT SERVICES.

If a department or agency of the County that has licensed and is using Software makes an election under 14.1(a) above, during each maintenance period of this Section 14 in which such election remains in effect during the maintenance period:

(a)   Contractor will use commercially reasonable efforts to provide to County the following Maintenance and Support Services for the Supported Software.

(i)   Corrections of Errors in the Supported Software so that the Supported Software will operate as described in the Documentation and any applicable Specifications.

(ii)   Periodic Upgrades and Enhancements of the Supported Software that may incorporate corrections of any substantial defects, fixes of any minor bugs, and enhancements to the Supported Software. Contractor will make such Upgrades and Enhancements available to County at no charge during the term of its maintenance obligations under this Contract or any subsequent maintenance Contract.

(iii)   Telephone support to be provided between the hours of 9:00 a.m. and 5:00 p.m. Eastern Time, Monday through Friday, excluding federal holidays, to assist County in using the Supported Software. Should County experience an emergency situation outside of normal hours, County may contact Contractor 24 hours per day, 7 days per week, by calling Contractor's regular telephone Maintenance and Support Services number and using Contractor's after hours paging system. Contractor's designated support engineer on call will contact County regarding the emergency situation within a reasonable time (usually not more than 3 hours) after the page.

(iv)   Contractor reserves the right to notify the County Agency or Department that it is making unauthorized (i.e., not in an emergency situation) or excessive use of after hours Maintenance and Support Services and to terminate the provision of such Services relating to the specific County Agency or Department's Subordinate Contract thereafter after sixty (60) days written notice, unless County pays Contractor for such continued after-hours Services charges at a rate per hour equal to Contractor's then current list price per hour for professional services (with a minimum charge of one hour per call). Termination of the provision of such Services under said Subordinate Contract shall not affect Services provided under any other County

Agency or Department's Subordinate Contract. County shall be informed at the time of a call if such call is considered an unauthorized or excessive use call and County shall have the opportunity to terminate the call and delay Maintenance and Support Services until normal hours on the next business day.

(b)   Maintenance and Support Services specifically do not include site-specific changes, modifications or additions to the implementation or configuration of County's workflow solutions beyond the scope of the original Specifications and any workflow functional design documents developed under any Subordinate Contracts.

(c)   County acknowledges and agrees that Contractor requires on-line access to the Supported Software installed on County's systems in order to provide Maintenance and Support Services hereunder. Accordingly, County shall install and maintain, at County's sole cost and expense, a properly functioning modem or other means of communication and the appropriate communications software as specified by Contractor; and County shall establish and maintain, at County's sole cost and expense, an adequate or dedicated connection with Contractor to facilitate Contractor's on-line Maintenance and Support Services.

14.3   ON-SITE SERVICES. Upon request of the County, and submission of a Subordinate Contract for such Services, agreeing to pay for such Services on a time and materials basis in accordance with Attachment B, Section 4(b), Contractor may provide on-site Maintenance and Support Services at County's facilities in connection with the correction of any Error(s) involving a mission critical function of the Software that is not functioning in County's production environment. On-site Maintenance and Support Services will commence within such period of time after the request and submission of a Subordinate Contract by County as the Parties shall mutually agree upon.

14.4   COSTS AND EXPENSES RELATING TO ON-SITE MAINTENANCE AND SUPPORT SERVICES. In addition to all other amounts payable by County under this Contract, County shall reimburse the Contractor in accordance with the then current IRS Per Diem Rates (IRS Publication 1542) for meals, lodging and incidental expenses incurred by Contractor in

connection with the performance of on-site Maintenance and Support Services requested by County under this Contract or any Subordinate Contract. Further, County will reimburse Contractor for all other out-of pocket expenses incurred by Contractor in connection with the performance of on-site Maintenance and Support Services requested by County under this Contract or any Subordinate Contract including, but not limited to, airline travel (Hyland will not seek reimbursement for airline travel for more than the cost of a coach class ticket for each traveling employee for the applicable flight) and car rental. Contractor shall invoice County for all costs and expenses hereunder in accordance with the invoicing procedures set forth in Attachment B.

14.5 <u>IMPROPER MAINTENANCE OR USE</u>. Contractor is not responsible for providing, or obligated to provide, Maintenance and Support Services or Upgrades and Enhancements under this Contract: (a) if the Software has been altered, revised, changed, enhanced or modified in any manner that was not authorized in writing in advance by Contractor; (b) 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 Contractor), hardware or any system or networking utilized by County; (c) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (d) if any party other than Contractor, or an authorized contractor specifically selected by County under Section 14.1(a), has provided any services in the nature of Maintenance and Support Services to County with respect to the Software.

14.6 <u>EXCLUDED SOFTWARE AND HARDWARE</u>. This Contract does not govern, and Contractor shall not be responsible for, the maintenance or support of any software other than the Supported Software or for any hardware or equipment of any kind or nature, whether or not obtained by County from Contractor.

14.7 <u>UPGRADES AND ENHANCEMENTS</u>. County acknowledges and agrees that Contractor has the right, at any time, to change the specifications and operating characteristics of

the Software and Contractor's policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Contractor and the sole and exclusive property of Contractor, and shall be subject to all of the restrictions, limitations and protections of this Contract, including but not limited to the provisions of Section 11.

14.8   COUNTY'S RESPONSIBILITIES.

(a)   Operation Of The Software. County acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, County is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Contractor shall have no responsibility or liability for data loss regardless of the reasons for said loss.

(b)   County's Implementation Of Error Corrections And Upgrades And Enhancements. In order to maintain the integrity and proper operation of the Software, County agrees to implement, in the manner instructed by Contractor, all Error corrections and Upgrades and Enhancements. County's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this Section 14.8(b) shall relieve Contractor 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, but in no such event shall County be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.

(c)   Notice of Errors; Documentation of Errors. County shall provide prompt written notice (which may include e-mail) of any Errors in the Software discovered by County, or otherwise brought to the attention of County, in accordance with Contractor's then current policies for reporting of Errors. Proper notice may include, without limitation, prompt

telephonic and written notice to Contractor of any alleged Error. If requested by Contractor, County agrees to provide written documentation of Errors to substantiate the Errors and to assist Contractor in the detection and correction of said Errors.

(d)   Access to Premises and Systems. County shall make available reasonable access at mutually agreed upon days and times to and use of County's premises, computer hardware, peripherals, Software and other software as Contractor deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. Such right of access and use shall be provided at no cost or charge to Contractor.

(e)   Project Manager. The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to request the removal and replacement of the Contractor's technical support team. The County's project manager shall notify the Contractor in writing of such request. The Contractor shall respond to such request within 14 calendar days after written notice by the County's project manager.

SECTION 15.   CONFIDENTIALITY

A.   County Information. Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

B.   Contractor Information. Except for California Public Records Act (CPRA) requests or as required by other relevant law to disclose documents or information to a third party, County, agrees to maintain the confidentiality of all Contractor Confidential Information which shall be deemed to be that information belonging to or in the possession or control of Contractor which is of a confidential, proprietary or trade secret nature that is furnished or disclosed to the County under this Contract in (1) tangible form and marked or designated in

writing in a manner to indicate its confidential, proprietary or trade secret nature, and/or (2) intangible form, that is identified as such, in writing, at the time of disclosure. Notwithstanding (1) and (2) above, Contractor Software, Work Products and Documentation are Confidential Information of Contractor regardless of how they are marked.

C.   Except for California Public Records Act (CPRA) requests or as required by other relevant law to disclose documents or information to a third party: Confidential Information of the Contractor or of the County will be deemed to exclude any particular information that, as evidenced by written documentation: (1) is already known to the receiving party without restrictions at the time of its disclosure by the disclosing party; (2) after its disclosure by the disclosing party, is made known to the receiving party without restrictions by a third party having the right to do so; (3) is or becomes publicly known without violation of this Contract; or (4) is independently developed by the receiving party without reference to the disclosing party's Confidential Information.

D.   Except for California Public Records Act (CPRA) requests or as required by other relevant law to disclose documents or information to a third party: Confidential Information will remain the property of Contractor, and County will not be deemed by virtue of this Contract or any access to Contractor's Confidential Information to have acquired any right or interest in or to any such Confidential Information.   County agrees: (i) to hold Contractor's Confidential Information in strict confidence; (ii) to limit disclosure of Contractor's Confidential Information to personnel furnished by County to perform Services under this Contract or otherwise having a need to know the information for this Contract; (iii) not to disclose any such Confidential Information to any third party; (iv) to use Contractor's Confidential Information solely and exclusively in accordance with the terms of the Contract in order to carry out its obligations and exercise its rights under the Contract; (v) to afford Contractor's Confidential Information at least the same level of protection against unauthorized disclosure or use as County normally uses to protect its own information of a similar character, but in no event less than reasonable care; and (vi) to notify Contractor promptly of any unauthorized use or disclosure of Contractor's

Confidential Information and cooperate with and assist Contractor in every reasonable way to stop or minimize such unauthorized use or disclosure.

E.   Except for California Public Records Act (CPRA) requests or as required by other relevant law to disclose documents or information to a third party: County agrees that if a court of competent jurisdiction determines that the County has breached, or attempted or threatened to breach, its confidentiality obligations to Contractor or Contractor's proprietary rights, money damages will not provide an adequate remedy. Accordingly, Contractor will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations. Such relief measures will be in addition to, and not in lieu of, any other rights and remedies available to Contractor.

F.   Upon termination or expiration of this Contract, County at Contractor's option, will return or destroy all Confidential Information belonging to Contractor that County does not possess under a valid license.

SECTION 16. TERMINATION

A.   This Contract may be terminated without cause by the County upon thirty (30) days advance written notice to Contractor. Such notification shall state the effective date of the termination of this Contract. If the County exercises this right of termination: (i) all Subordinate Contracts then outstanding also shall be terminated on the same effective date; and (ii) unless the notification specifically states otherwise, such termination shall not terminate the County's license of the Software and Work Products under this Contract and such license rights and this Contract shall survive such termination solely with respect to such license rights, subject to the termination rights of the parties with respect to such license rights under this Section 16A and under Section 16B.

B.   The Contractor may terminate this Contract for a material breach of this Contract by the County. Contractor shall give the County written notice of its determination to terminate this Contract for a material breach and provide the basis of such determination. In the event that

the material breach relates to any of the provisions of Section 3, Section 11, Section 12 or Section 15 of this Contract, such termination shall terminate this Contract in its entirety, including but not limited to the license rights of the County to the Software and Work Products. In the event that the material breach relates to any other provision of this Contract, such termination shall not terminate the County's license of the Software and Work Products under this Contract and such license rights and this Contract (including specifically Sections 3, 11, 12 and 15) shall survive such termination solely with respect to such license rights, subject to the rights of (i) the County to thereafter terminate such license rights under Section 16A; or (ii) Contractor to thereafter terminate such license rights under this Section 16B for a subsequent material breach by the County of Section 3, Section 11, Section 12 or Section 15.

C.   Upon any termination of the County's license rights by Contractor in the Software and Work Products purchased under this Contract, or any Subordinate Contract for any reason except as provided in Section 18 B, Section 13.1 or Section 13.2 Contractor shall refund to County all monies paid for the terminated licenses reduced by 20% for each complete year of use of the license by County. Upon receipt by County of all monies due and owing for refund, County shall immediately (i) discontinue any and all use of the Software, Work Products and Documentation, (ii) return to Contractor or destroy all copies of the Software, Work Products and Documentation licensed by County or otherwise in County's possession, and (iii) certify in writing to Contractor that County has completed the preceding actions. Any provision of this Contract related to confidentiality and indemnification or which by its nature or terms provides for survival shall survive the termination of this Contract.

D.   Upon termination of any Maintenance and Support Services by County or Contractor under this Contract or any Subordinate Contract for any reason except as set forth in Section 13.3, Contractor shall promptly refund to County (1/12) one twelfth of the Annual Maintenance Fees paid in advance for the terminated Services for each month remaining in the annual maintenance period to be computed based upon the date of written notice of termination.

SECTION 17. INSURANCE

Contractor agrees to deposit with the County prior to the provision of Services under this Contract, Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with, and to keep such insurance and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all sub-contractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance or shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor. All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of $25,000 ($5,000 for automobile liability), which shall specifically be approved by the County Executive Office/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRS) or deductibles shall be clearly stated on the Certificate of Insurance.

If Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the State of California, County Executive Office/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth herein below:

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Coverage	Per Occurrence	Annual Aggregate
Commercial General Liability, including a Broad Form Property Damage Endorsement	$1,000,000 combined single limit per occurrence	$2,000,000
Automobile Liability including coverage for all owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence	$1,000,000
Employers' Liability	$1,000,000 per occurrence	$1,000,000
Workers' Compensation	Statutory	Statutory

All liability insurance required by this Contract shall be at least $1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be $2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE~~.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of $1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to make commercially reasonable increases or decreases of insurance of any of the above insurance types throughout the term of this Contract. Any such increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

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County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

SECTION 18. INDEMNIFICATION

A.   Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") harmless from any claims, demands or liability of any kind or nature, for personal injury or tangible property damage, arising from or related to the Services, Software, Work Products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B.   Contractor agrees to indemnify County against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against County based upon any infringement or misappropriation by the Software, Work Products or Services of any patent, registered copyright or registered trademark of a third party, provided that Contractor: (a) is notified promptly after County receives notice of

such claim; (b) the Parties will reasonably cooperate in the selection of counsel, defense and any settlement with respect to any claim that imposes any liability or obligation on County; and (c) has the right, upon either the occurrence of or the likelihood (in the opinion of Contractor) of the occurrence of a finding of infringement or misappropriation, either to procure for County the right to continue use of the Software or Work Products, or to replace the relevant portions of the Software or Work Products with other equivalent, non-infringing po:tions. If Contractor is unable to accomplish either of the options set forth in (c) above, at Contractor's option Contractor may elect to either remove the portion of the Software or Work Products in issue and refund to County the Software License Fees paid by County and attributable to such portion of the Software, or the Service Fees paid by County and attributable to such portion of the Work Products, or remove the entire Software and Work Products and refund to County the entire Software License Fees attributable to the Software and the entire Service Fees attributable to the Work Products paid under this Contract and any related Subordinate Contracts. Notwithstanding anything to the contrary, Contractor shall have no obligation to County to defend or satisfy any claims made against County that arise from: (1) use of the Software or Work Products by County other than as expressly permitted by this Contract; (2) the combination of the Software or Work Products with any product not furnished by Contractor to County; or (3) the modification of the Software or Work Products other than by Contractor or any of its authorized resellers. If Contractor engages legal representation for any purposes under this Contract, Contractor shall ensure that the legal representation does not impose a conflict of interest with the County. THIS SECTION 18B STATES CONTRACTOR'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF COUNTY WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BY THE SOFTWARE, THE WORK PRODUCTS OR THE SERVICES.

SECTION 19. NOTICES

All notices and required reports shall be in writing and delivered to Contractor or County by hand delivery, first class mail (postage prepaid), facsimile (followed by first class mail), or by

other parcel delivery mechanism at the addresses below, or at any other address County or Contractor shall provide in writing to each other.

To County: County of Orange

CEO/County Procurement Office

Attn: Assigned DPA

1300 S. Grand Ave., Bldg. A, 2ND Fl.

Santa Ana, CA 92705

To Contractor: Hyland Software, Inc.

28500 Clemens Road

Westlake, Ohio 44145

SECTION 20. CHILD SUPPORT ENFORCEMENT REQUIREMENT

In order to comply with the child support enforcement requirements of the County of Orange, within thirty (30) days of award of contract, the Contractor agrees to furnish the required contractor data and certifications to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent. A copy of the County's Child Support Enforcement Certificate is attached thereto from agency/department subordinate Contracts.

Failure of the Contractor to timely submit the data and/or certifications required or to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of this Contract.

SECTION 21. ENTIRE CONTRACT

This Contract, Attachment A (as applicable for the initial period of this Contract) and Attachment B constitute the entire Contract between the Parties with respect to the matters stated herein. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Contract, oral or written, are hereby superseded, except to the

extent that they have been incorporated into this Contract. No exceptions, alternatives or substitutes of any of the terms, conditions and/or provisions of this Contract shall be considered valid unless specifically agreed to in writing by both Parties.

SECTION 22. AMENDMENTS

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties.

SECTION 23. ASSIGNMENT OR SUB-CONTRACTING

Neither the performance of this Contract, any Subordinate Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County, which consent shall not be unreasonably withheld or delayed. Neither this Contract, any Subordinate Contract nor any rights, benefits, burdens or obligations of the County hereunder may be assigned, in whole or in part, by the County without the express prior written consent of Contractor. Any attempt by a Party to assign or sub-contract the performance or any portion thereof of this Contract or any Subordinate Contract without the express written consent of the other Party shall be invalid and shall constitute a material breach and cause for termination of this Contract and any or all Subordinate Contracts, and any assignment in violation of this provision shall be null and void.

SECTION 24. CONTRACT ADMINISTRATION

For the purposes of this Contract, the County's Purchasing Agent or his or her designee shall act as the Contract Administrator. The Contract Administrator, or his or her designee, will provide overall coordination and direction of the services to be performed herein and will address policy issues as necessary and appropriate.

SECTION 25. INDEPENDENT CONTRACTOR

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

SECTION 26. NON-DISCRIMINATION

In the performance of this Contract, Contractor agrees that it will comply with the requirements of section 1735 of the California Labor Code and not engage nor permit any subcontractor to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation, including but not limited to, Section 1720 *et seq.* of the California Labor Code.

SECTION 27. COMPLIANCE WITH LAWS

Contractor represents and warrants that the goods and services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the goods and services at the time provided to and accepted by County.   Contractor acknowledges that County is relying on Contractor to ensure such compliance.

SECTION 28. CONFLICT OF INTEREST

Contractor shall not utilize in the performance of this Contract or any Subordinate Contract any formerly employed person of any of the County agencies or departments if that person was engaged in any negotiations, transactions, planning, arrangement, or any part of the decision-making process relevant to this Contract unless otherwise approved in writing by the Contract Administrator. This prohibition shall apply for a two-year period beginning on the date the person terminated County service.

Contractor shall not utilize in the performance of this Contract or any Subordinate Contract any County employee unless such employment is required as a condition of the employee's regular employment with the County.   An employee of the County is defined to be any person holding a permanent or temporary position with the County. Contractor shall not

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employ or negotiate to employ any County employee(s) who have been or are involved in administration or performance of this Contract or any Subordinate Contract, unless otherwise approved in writing by the Contract Administrator.

SECTION 29. CONSENT TO BREACH NOT WAIVER

No term or provision of this Contract or any Subordinate Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

SECTION 30. REMEDIES NOT EXCLUSIVE

The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

SECTION 31. GOVERNING LAW AND VENUE

This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California, without reference to conflict of law provisions. In the event of any legal action to enforce or interpret this Contract or any Subordinate Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

SECTION 32. WAIVER OF JURY

Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all

such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract any Subordinate Contract and/or any other claim of injury or damage.

SECTION 33. HEADINGS

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

SECTION 34. SEVERABILITY

If any term, covenant, condition or provision of this Contract or any Subordinate Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 35. INTERPRETATION

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract or any Subordinate Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code section 1654) or legal decision that would require interpretation of any ambiguities in this Contract or any Subordinate Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract or any Subordinate Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract or the applicable Subordinate Contract.

SECTION 36. AUTHORITY

The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

SECTION 37. COUNTERPARTS

This Contract may be executed in any number of counterparts, each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Contract.

SECTION 38. FORCE MAJEURE

No failure, delay or default in performance of any obligation of a Party to this Contract (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either Party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other Party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other Party. This Section 38 shall in no way limit the right of either Party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a Party under this Contract or any Subordinate Contract is postponed or extended pursuant to this Section 38 for longer than ninety (90) calendar days, the other Party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Contract.

SECTION 39. U.S. GOVERNMENT END USERS

The terms and conditions of this Contract shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions of DFARS. By the U.S. Government accepting the terms of this Contract and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software to Contractor. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this Contract, as stated in DFARS 227.7202, and the terms of this Contract shall supersede any conflicting contractual term or conditions. DFARS shall not apply to the use, disclosure, Services, License, rights or obligations of County under this Contract or any Subordinate Contract.

SECTION 40. EMPLOYEE ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Services under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing Services hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend

with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Services under this Contract.

SECTION 41. CIVIL RIGHTS

Contractor attests that Services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

SECTION 42. LOBBYING

On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

SECTION 43. DEBARMENT

Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

- Signature Page –

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Contractor: Hyland Software, Inc.*

Noreen Kilbane   _VP, Controller_
Print Name   Title

Noreen Kilbane   _05/27/2009_
Signature   Date

D. TIMOTHY PEMBRIDGE   _SECRETARY_
Print Name   Title

D. Timothy Pembridge   _5/27/2009_
Signature   Date

> HYLAND
> SOFTWARE
> 5/27/09
> Initial   Date
> LEGAL

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following:1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.
****

County of Orange, a political subdivision of the State of California

Grace Scott   _PCS_
Print Name   Title

Grace Scott   _6/16/09_
Signature   Date

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _Mich A. Haul_
      Deputy
Date _5-27-09_

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ATTACHMENT A
PERPETUAL USE SOFTWARE LICENSE AND ANNUAL MAINTENANCE

PRICE LIST

Software Description	Software License Fee	Annual Maintenance Fee
OnBase Single User		
Single User License		
OBIPA1/ OBMPA1	$806.04	$145.09
OnBase Server Modules		
OnBase Multi-User License		
OBIPW1/ OBMPW1	$4,030.22	$725.44
OnBase: Required for each Institution and each OnBase Database within that Institution. 3rd Party: Requires a supported SQL DBMS.		
EDM Services		
DMIPH/ DMMPH	$4,030.22	$725.44
3rd Party: If saving and retrieving from within 3rd party applications (i.e. MS Word and Excel), then licenses for those software applications are required. It is your responsibility to verify any ODMA-compliant applications can be stored directly into the system. Make no assumptions.		

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Collaboration

COIPII/ COMPII $8,060.45 $1,450.88

Provides a common workspace for users and teams to share

documents and WorkView objects, and allows for threaded

discussions around that information.

E-mail Integration for GroupWise

GRIPII/ GRMPII $4,030.23 $725.44

Allows a Novell GroupWise user to interact with an OnBase

system through the familiar GroupWise client. Provides user the

ability to save e-mails and/or any associated attachments directly

into OnBase. Users can also retrieve from the interface.

E-mail Integration for Lotus Notes

LNIPII/ LNMPII $3,918.99 $705.41

OnBase: In order to store and access these e-mails

messages/attachments, you need one of the three OnBase Client

licenses.3rd Party: Requires Lotus Notes release 5.

E-mail Integration for Outlook

OLIPII/ OLMPII $4,030.23 $725.44

OnBase: In order to store and access these e-mails

messages/attachments, you need one of the three OnBase Client

licenses.3rd Party: Requires Microsoft Outlook 2000 and above.

Virtual Print Driver

PTIPC1/ PTMPC1 $4,030.23 $725.44

OnBase: In order to store these documents you need one of the
three OnBase Client licenses. 3rd Party: Functions with Windows
2000 and XP. To use Windows 98 or NT, you must purchase
Leadtools Print Driver sold separately.

Monarch Web-based Integration

MNIPI2/ MNMPI2 $4,030.23 $725.44

OnBase: Requires a Web Server license (WTIPW1).Requires an
OnBase Client license.3rd Party: Requires version 4.0 or greater
of Datawatch RMS software. Requires Apache Tomcat 4.2 and
Microsoft IIS 4.0 or greater.

Report Mining Integration for Monarch

MNIPI1/ MNMPI1 $4,030.23 $725.44

OnBase: Requires one of the three OnBase Client licenses.3rd
Party: Requires version 5.0 or higher of Monarch software.

Distributed Disk Services

DSIPI1/ DSMPI1 $4,030.23 $725.44

Regulates public access to a server through middleware software
that acts as a proxy for accessing Disk Groups. Because
communications with the OnBase Client are handled through

TCIP/IP, administrators are not required to use Windows Shares
or UNC paths for Disk Group access.

Storage Integration for Centera

CTIPI1/ CTMPI1 $16,120.91 $2,901.76

Provides the ability to configure secondary OnBase Disk Group

copies to store files to the Centera platform as an alternative to

standard UNC paths.

Storage Integration for Tivoli

TVIPI1/ TVMPI1 $16,120.91 $2,901.76

Provides the ability to configure secondary OnBase Disk Group

copies to store files to the Tivoli platform (using standard file

servers or the TotalStorage DR550 hardware) as an alternative to

standard UNC paths.

Report Services

RPIPI1/ RPMPI1 $4,030.23 $725.44

Provides the ability to closely monitor critical performance

aspects of an OnBase implementation. Designed to be

customizable to allow nearly any element within the OnBase

system to be audited for business and IT statistics.

Document Knowledge Transfer

DKIPH/ DKMPH $6,448.36 $1,160.71

Enables organizations to distribute documents that are required

reading to the employee workforce and audit their reading

compliance for legal or regulatory purposes.

Web Server

WTIPWI/ WTMPWI $8,060.44 $1,450.88

Requires IIS 4.0 or greater. Web Server is only for Microsoft

Windows NT or Windows 2000 family of operating systems.

OnBase Workflow Modules

Workflow Departmental Server

WFIPD1/ WFMPD1 $8,060.44 $1,450.88

Provides electronic document routing through a configurable

work process. Includes pre-configured rules, actions, transitions,

and notifications and additional capabilities for VB scripts.

Allows one department within an organization to create workflow

solutions specific to that department (e.g. an AP department may

implement a Requisition process and a Payables Review process.

If more than one department wishes to use Workflow, they must

license additional department licenses). This license may be

applied toward purchase of Workflow Enterprise Server within

one year of the purchase date.

OnBase: In order to access the workflow client interface you

need one of the three OnBase Client licenses as well as a

Workflow Client license (WFIPC1, WFIPW1, or WWIPN1).

Workflow Enterprise Server

WFIPI1/ WFMPI1 $40,302.22 $7,254.40

Provides electronic document routing through a configurable

work process. Includes pre-configured rules, actions, transitions,

and notifications and additional capabilities for VB scripts.

Provides any number of workflow applications to be

implemented by any number of departments within the enterprise.

OnBase: In order to access the workflow client interface you

need one of the three OnBase Client licenses as well as a

Workflow Client license (WFIPC1, WFIPW1, or WWIPN1).

Workflow Workstation Client

WFIPW1/ WFMPW1 $403.02 $72.54

Provides access to Workflow functions in order to perform work

and complete tasks on documents.

OnBase: Requires an OnBase Workstation Client license.

Requires a Workflow Server license (WFIPD1 or WFIPI1).

Workflow Named User Client

WFIPN1/ WFMPN1, EACH $403.02 $72.54

Provides access to Workflow functions in order to perform work

and complete tasks on documents, for a single named user.

OnBase: Requires an OnBase Named Client license. Requires a

Workflow Server license (WFIPD1 or WFIPI1).

Workflow Concurrent Client

WFIPC1/ WFMPC1	$806.04	$145.09

Provides access to Workflow functions in order to perform work

and complete tasks on documents. License lease begins upon first

Workflow activity, ends when user closes or minimizes

Workflow.

OnBase: Requires one of the three OnBase Client licenses.

Requires a Workflow Server license (WFIPD1 or WFIPI1).

OnBase Client Modules

Workstation Client

CTIPW1/ CTMPW1, Qty 1 - 100, EACH	$483.63	$87.05
CTIPW2/ CTMPW2, Qty 101 - 200, EACH	$403.02	$72.54
CTIPW3/ CTMPW3, Qty 201 and above, EACH	$322.42	$58.04

Named User Client

CTIPN1/ CTMPN1, Qty 1 - 100, EACH	$483.63	$87.05
CTIPN2/ CTMPN2, Qty 101 - 200, EACH	$403.02	$72.54
CTIPN3/ CTMPN3, Qty 201 and above, EACH	$322.42	$58.04

Concurrent Client

CTIPC1/ CTMPC1, Qty 1 - 100, EACH	$967.25	$174.11
CTIPC2/ CTMPC2, Qty 101 – 200, EACH	$806.04	$145.09
CTIPC3/ CTMPC3, Qty 201 and above, EACH	$644.84	$116.07

License lease begins upon Client login or connection and ends when user closes the Client or 5 minutes, whichever is later.

Host Enabler Workstation Client

HEIPWI/ HEMPWI $120.91 $21.76

OnBase: Requires one of the three OnBase Client licenses. Native Support: Provides connectivity to VT-100, VT-220 & ANSI terminal types.3rd Party: Requires the supported host emulator software. (some limitations exist):· NetManage Rumba version 5.2, 6.0 (2000) or 7.1 (for AS/400 – 5250, Mainframe – 3270 & UNIX)· IBM Client Access version 4.4 (for AS/400 – 5250)· WRQ Reflections version 8.0 (ReGIS Graphics version only)· Attachmate version 6.4. Each

Host Enabler Concurrent Client

HEIPCI/ HEMPCI $241.81 $43.53

OnBase: Requires one of the three OnBase Client licenses. Native Support: Provides connectivity to VT-100, VT-220 & ANSI terminal types.3rd Party: Requires the supported host emulator software. (some limitations exist):· NetManage Rumba version 5.2, 6.0 (2000) or 7.1 (for AS/400 – 5250, Mainframe – 3270 & UNIX)· IBM Client Access version 4.4 (for AS/400 – 5250)· WRQ Reflections version 8.0 (ReGIS Graphics version only)· Attachmate version 6.4. Each.

Signature/ID Client

FNIPWI/ FNMPWI $161.21 $29.02

3rd Party: Requires a Kodak or Wang viewer installed on the

workstation. EACH.

Digital Signature

DGIPNI/DGMPNI $161.21 $29.02

Requires one of the three OnBase Client licenses. EACH.

132 Column Font

FOIPI1/ FOMPI1, Qty 1-100 workstations $1,612.09 $290.18

FOIPI2/ FOMPI2, Qty >100 workstations $4,030.22 $725.44

<u>**OnBase Application Enabler Modules**</u>

Please read the following prior to reviewing the Application

Enabler Module licenses:

1. The application enabler can be either an annual or perpetual

license. You cannot "mix and match" the two approaches, nor

can you get credit for an annual license towards a perpetual

license. Basically, whatever mode you begin with is the on you

must keep.

2. Due to the variety of applications, either Hyland Software or

you must verify that an application can be enabled prior to selling

this module. Please make no assumptions.

Application Enabler - Annual

AEIAI1/ AEMAI1 (per year and per enabled) $6,448.36 $1,160.70

Provides image enabling to third-party software applications that

are GUI, browser, or text-based.

OnBase: In order to access documents via the application enabler,

you need one of the three OnBase Client licenses.

Enterprise Application Enabler - Annual

AEIAI2/ AEMAI2 per year for all applications $20,151.11 $3,627.20

Provides image enabling to third-party software applications that

are GUI, browser, or text-based.

OnBase: In order to access documents via the application enabler,

you need one of the three OnBase Client licenses.

Application Enabler

AEIPI1/ AEMPI1 per enabled application $12,090.67 $2,176.32

Provides image enabling to third-party software applications that

are GUI or text-based.

OnBase: In order to access documents via the application enabler,

you need one of the three OnBase Client licenses. Due to the

variety of applications, Hyland Software must verify, in writing,

that an application can be enabled prior to selling this module.

Please make no assumptions.

Enterprise Application Enabler

AEIPI2/ AEMPI2 for all applications	$40,302.22	$7254.40

Provides image enabling to third-party software applications that are GUI, browser, or text-based.

OnBase: In order to access documents via the application enabler, you need one of the three OnBase Client licenses. Due to the variety of applications, Hyland Software must verify, in writing, that an application can be enabled prior to selling this module. Please make no assumptions.

OnBase Input Modules

COLD / ERM

CLIPW1/ CLMPW1	$8,060.44	$1,450.88

OnBase: Includes a Workstation Client license (CTIPW1).To process PCL, AFP or DJDE natively, the respective OnBase Input Filter is required.3rd Party: To process Metacode, third party conversion software is required to convert these formats to PCL.

Advanced COLD / ERM

ACIPW1/ ACMPW1	$28,211.56	$5,078.08

OnBase: Includes a Workstation Client license (CTIPW1).To process PCL, AFP or DJDE natively, the respective OnBase Input Filter is required.3rd Party: To process Metacode, third party conversion software is required to convert this format to PCL.

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PCL Input Filter

PCIPW1/ PCMPW1 $2,418.13 $435.26

OnBase: Requires a COLD/ERM license (CLIPW1).Due to the

variety of data streams, Hyland Software must verify that a PCL

stream can be processed prior to selling this module. Please make

no assumptions.

AFP Input Filter

AFIPW1/ AFMPW1 $8,060.44 $1,450.88

OnBase: Requires a COLD/ERM license (CLIPW1).Due to the

variety of data streams, Hyland Software must verify that a AFP

stream can be processed prior to selling this module. Please make

no assumptions.

DJDE Input Filter

DJIPW1/ DJMPW1 $4,030.22 $725.44

OnBase: Requires a COLD/ERM license (CLIPW1).Due to the variety

of data streams, Hyland Software must verify that a DJDE stream can be

processed prior to selling this module. Please make no assumptions.

Document Import Processor

DPIPW1/ DPMPW1 $4,030.22 $725.44

OnBase: Includes a Workstation Client license (CTIPW1).

Advanced Document Import Processor

ADIPW1/ ADMPW1 $16,120.89 $2,901.76

OnBase Includes a Workstation Client license (CTIPW1).

Tag Import Processor - XML

XMIPW1/ XMMPW1 $5,642.31 $1,015.62

OnBase: Includes a Workstation Client license (CTIPW1).

Subscription Server

SSIPW1/ SSMPW1 $8,060.44 $1,450.88

OnBase: Includes a Workstation Client license

(CTIPW1).idsMail® Universal Mail Server must be installed on

each workstation that uses Subscription Server. This is included

with OnBase.3rd Party: Microsoft Exchange using Outlook 97+

using Microsoft Exchange version 5.0+.

Facsimile Import Integration for RightFax

RFIPW1/ RFMPW1 $4,876.57 $877.78

OnBase: Includes a Workstation Client license (CTIPW1).3rd

Party: Requires version 8.5 or higher of RightFax software. Per

Server.

Integration for Cardiff Liquid Office

LOIPI1/ LOMPI1 $8,060.44 $1,450.88

OnBase: Includes a Workstation Client license (CTIPW1).3rd

Party: Requires version 2.1 or higher of Cardiff Liquid Office

software.

Remittance Processor

RPIPW1/ RPMPW1 $16,120.89 $2,901.76

OnBase: Includes a Workstation Client license (CTIPW1).Hyland

provides processing for files from IBM, Banctec, Unisys, NCR

and other formats including COFF. All files must be sent to

Hyland for verification.

Advanced Remittance Processor

APIPW1/ APMPW1 $32,241.81 $5,803.53

Provides the ability to identify remittance information (check

images, remittance slips, and financial information) from a

remittance text file and store the information within the OnBase

document repository. Uses multi-threaded technology with

specific hardware requirements to maximize processing speeds.

Statement Composition

SCIPW1/ SCMPW1 $8,060.44 $1,450.88

OnBase: Requires a COLD/ERM license (CLIPW1).

OnBase E-Form Modules

E-Forms

FMIPI1/ FMMPI1 $8,060.44 $1,450.88

3rd Party: Requires Microsoft IE 5.0+

Mobile E-Forms Server

MEIPI1/ MEMPI1 $4,836.27 $870.53

OnBase: Requires a Mobile E-Forms Client license

(MEIPC1).Requires a license to the E-Forms module (FMIPI1).In

order to store E-forms you need one of the three OnBase Client

licenses.3rd Party: Requires Microsoft IIS 4.0 or greater in a

Microsoft Windows NT or Windows 2000 platform.

Mobile E-Forms Client

MEIPC1/ MEMPC1 $241.81 $43.53

OnBase: Requires a Mobile E-Forms Server license (MEIPI1).

OnBase Imaging Modules

Please read the following prior to reviewing the Imaging Module licenses:

1. If you license the first copy of a Production, ISIS, or Disconnected Scanning module, you still enjoy the "second and beyond" tier if you purchase a second, different scan method. For example, if a customer has two scanners, one Kofax and one ISIS, you would license the Production Document Imaging module ($5,000) for the Kofax scanner and then license the "second and beyond" license for ISIS ($2,000).

2. Desktop Document Imaging only supports TWAIN devices.

3. The 3rd party forms capture integrations listed below are institutional licenses.

Production Document Imaging

DIIPW1/ DIMPW1, Qty 1	$4,030.22	$725.44
DIIPW2/ DIMPW2, Qty 2+, EACH	$1,612.09	$290.18

OnBase: Includes a Workstation Client license (CTIPW1).3rd Party: If utilizing Kofax, the Kofax software or a Kofax image processing board is required.

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ISIS Document Imaging

ISIPW1/ ISMPW1 for first	$4,030.22	$725.44
ISIPW2/ ISMPW2 for second and beyond	$1,612.09	$290.18

OnBase: Includes Workstation Client license (CTIPW1).3rd
Party: Utilizes ISIS toolkit, which Hyland provides.

Disconnected Scanning Module

DSIPW1/ DSMPW1 for first	$4,030.22	$725.44
DSIPW2 for second and beyond	$1,612.09	$290.18

3rd Party: The Disconnected Scanning module requires the use
of a Kofax compliant scanner and uses the Adrenaline image-
processing interface. Both the software and hardware Adrenaline
platforms are supported.

Desktop Document Imaging

AIIPW1/ AIMPW1 - for <15 pages per minute	$403.02	$72.54
AIIPW2/ AIMPW2 - for <30 pages per minute	$806.04	$145.09
AIIPW3/ AIMPW3 - for >30 pages per minute	$1,209.06	$217.36

Scans paper documents using only TWAIN compatible devices.

Web Scanning Named User

WSIPN1/ WSMPN1	$403.02	$72.54

OnBase: Requires a valid Web Server license (WTIP11).Requires
an OnBase Client license.3rd Party: Clients supported under
Windows 98, NT and 2000 (is not supported under XP without

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addition of additional third-party controls). Requires a supported
client-side Web browser.

Front Office Scanning Module

FOIPW1/ FOMPW1 $806.04 $145.09

OnBase: Requires an Application Enabler license (AEIAI1 or
AEIAI2).

Integration for OCR for AnyDoc

OFIPI1/ OFMPI1 $2,821.16 $507.81

OnBase: Includes a Workstation Client license (CTIPW1).

Integration for Verity TELEform

CRIPI1/ CRMPI1 $2,821.16 $507.81

OnBase: Includes a Workstation Client license (CTIPW1).3rd
Party: Requires version 8.1 of the Cardiff TELEform software.

Integration for ReadSoft

RDIPI1/ RDMPI1 $2,821.16 $507.81

OnBase: Includes a Workstation Client license (CTIPW1).

Integration for Captiva InputAccel

IAIPI1/ IAMPI1 $2,821.16 $507.81

OnBase: Includes a Workstation Client license (CTIPW1).

Integration for Kofax Ascent Capture

KXIPI1/ KXIPI1 (subject to change based on current

negotiations with Kofax) $2,821.16 $507.81

OnBase: Includes a Workstation Client license (CTIPW1).3rd

Party: Requires version 5.5 of the Ascent Capture software.

Dual Window Indexer for PeopleSoft v.8

DWIPI1/ DWMPI1 $12,090.67 $2,176.32

OnBase: Requires an OnBase Client license.

Signature Pad Interface (TWAIN)

PWIPI1/ PWMPI1 $4,836.27 $870.53

OnBase: Requires an OnBase Client license

Image Sement Archiver

EBIPI1/ EBMPI1 $3,224.18 $580.35

OnBase: Requires an OnBase Client license. Requires an OnBase

production imaging license.

Integration for AutoStore Route to OnBase

ASIPII/ ASMPII $2,418.14 $435.26

Provides the ability to archive documents into OnBase from any

networked AutoStore enabled multifunction scan device. Using

the OnBase route component, you can assign documents into

OnBase document types or scan queues, assign OnBase

keywords, and route the documents to one or more OnBase

systems.

OnBase WorkView Modules

WorkView Server

RMIPII/ RMMPII $8,060.44 $1,450.88

OnBase: Requires a WorkView Client license (RMIPC1) or

(RMIPW1) for each user. Requires an OnBase Client license for

accessing/attaching documents.3rd Party: Requires a supported

SQL DBMS.

WorkView Concurrent Client

RMIPC1/ RMMPC1 (each) $806.04 $145.09

OnBase: Requires a WorkView Server license (RMIPII).

Requires an OnBase Client license for accessing/attaching

documents.

WorkView Workstation Client

RMIPWI/ RMMPWI (each) $403.02 $72.54

OnBase: Requires a WorkView Server license (RMIPII).

Requires an OnBase Client license for accessing/attaching

documents.

WorkView Named Client

RMIPNI/ RMMPNI (each) $403.02 $72.54

OnBase: Requires a WorkView Server license (RMIPII).

Requires an OnBase Client license for accessing/attaching

documents.

OnBase Full Text Modules

Full Text Indexing Server for Verity

VTIPII/ VTMPII $8,060.44 $1,450.88

OnBase: In order to access the full text documents you need one

of the three OnBase Client licenses as well as a Verity Full Text

Indexing Client licenses (VTIPCI or VTIPWI).(Includes version

4.5.1 or greater of the Verity K2 Server software.)3rd Party:

Requires NT Server 4.0 or Win 2000 Server with Internet

Information Services (IIS) installed.

Full Text Indexing Concurrent Client for Verity

VTIPC1/ VTMPC1 (each) $241.81 $43.53

OnBase: Requires one of the three OnBase Client licenses.

Requires a Verity Full Text Indexing Server license (VTIPI1).

Full Text Indexing Named User Client for Verity

VTIPN1/ VTMPN1 (each) $120.91 $21.76

OnBase: Requires an OnBase Named Client license. Requires a

Verity Full Text Indexing Server license (VTIPI1).

Full Text Indexing Workstation Client for Verity

VTIPW1/ VTMPW1 (each) $120.91 $21.76

OnBase: Requires an OnBase Workstation Client license.

Requires a valid Verity Full Text Indexing Server license

(VTIPI1).

Migration Tool for Verity

VTIPM1/ VTMPM1 $2,418.13 $435.26

OnBase: Requires Verity Full Text Indexing Server license

(VTIPI1) and Verity Full Text Indexing Clients (VTIPC1 or

VTIPW1)

Full Text Indexing Workstation Client for Microsoft

TXIPW1/ TXMPW1 $80.60 $14.51

Requires FXIPW1.

Full Text Indexing Concurrent Client for Microsoft

TXIPC1/ TXMPC1 $161.21 $29.02

License lease begins upon Full Text use and ends when user

closes the Client or 5 minutes, whichever is later. Requires

FXIPW1.

Full Text Indexing Named User Client for Microsoft

TXIPN1/ TXMPN1 (each) $80.60 $14.51

OnBase: Requires an OnBase Named Client license. Requires a

Microsoft Full Text Indexing Server license (FXIPl1).

Microsoft Full Text Indexing Server

FXIPl1/ FXMPl1 $4,030.22 $725.44

OnBase: In order to access the full text documents you need one

of the three OnBase Client licenses as well as a Microsoft Full

Text Indexing Client license (TXIPC1 or TXIPW1).3rd Party:

Requires NT Server 4.0 with Microsoft Index Server (NT Option

Pack) and IE 4.0+.

OnBase Output Modules

CD Authoring

CDIPWI/ CDMPWI	$536.42	$96.55

OnBase: Requires an OnBase Client license. Minimum hardware:

Please visit www.teamonbase.com for latest requirements.

DVD Authoring

DVIPWI/ DVMPWI	$1,612.09	$290.18

OnBase: Requires an OnBase Client license. Minimum hardware:

Please visit www.teamonbase.com for latest requirements.

Automated CD Authoring

AAIPWI/ AAMPWI	$4,030.00	$725.40

OnBase: Includes a Workstation Client license (CTIPWI).3rd

Party: Rimage PC Unit and software required. Minimum

hardware: Please visit www.teamonbase.com for latest

requirements.

Automated DVD Authoring

AVIPWI/ AVMPWI	$6,448.36	$1,160.70

OnBase: Includes Workstation Client (CTIPWI).Includes an

Automated CD Authoring license (AAIPWI).3rd Party: Rimage

PC Unit and software required. Minimum hardware: Please visit

www.teamonbase.com for latest requirements.

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Automated CD/DVD Publishing

ADIPC1/ ADMPC1	$4,030.23	$725.44
ADIPC2/ ADMPC2 (each)	$3,224.18	$580.35

1 – 100 CD Publishing Orders Additional blocks of 100

Publishing OrdersOnBase: Requires an OnBase Client license.

Requires Automated CD Authoring (AAIPW1), Export

(EXIPC1) and Publishing (PBIAI1).3rd Party: Rimage PC Unit

and software required.

Publishing

PBIAI1/ PBMAI1 (this is a renewable annual license)	$1,612.09	$290.18

OnBase: Requires an OnBase Client license. Requires Export

(EXIPC1). If Publishing to CD or DVD, requires the respective

Authoring module (CDIPW1 or DVIPW1).3rd Party: Requires

Sybase SQL Anywhere restricted run-time database license, and

Sybase SQL Anywhere standalone database (version 5.504, 7.x

or 8.x).

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Aggregate Publishing

PBIPII/ PBMPII (per entity receiving CDs/DVDs) $806.05 $145.09

Allows customers receiving published CDs/DVDs to have a

database that contains index/pointer information for multiple

published CDs/DVDs. When they receive a new published

CD/DVD, they will update the aggregate database with the new

index/pointer information. In order to properly license the above

scenarios, the company that produces the published CD/DVD

will have to acquire an Aggregate Publishing license for each

customer that takes advantage of this functionality.

Export

EXIPCI/ EXMPCI $4,030.22 $725.44

OnBase: Requires an OnBase Client license. If Exporting to CD,

requires CD Authoring license (CDIPWI).3rd Party: Requires

standalone Sybase SQL Anywhere 5.5/5.0, or 7.0 or Sybase

Adaptive Server Anywhere 8.0.

Exception Reports

ERIPII/ ERMPII $3,224.18 $580.35

OnBase: Requires an OnBase Client license.

ACH Generator

AHIPWI/ AHMPWI $16,120.89 $2,901.76

OnBase: Requires an OnBase Client license. Before selling this

module, discussions must be held with Hyland to verify the

application being proposed. All proposed applications must be

approved by Hyland in writing. Make no assumptions.

Print Distribution

PDIPW1/ PDMPW1 $2,418.13 $435.26

OnBase: Requires an OnBase Client license.

Batch OCR

OCIPW1/ OCMPW1 $886.65 $159.60

OnBase: Requires an OnBase Client license. Requires a

Document Imaging License.

Ad-hoc Document OCR

AOIPW1/ AOMPW1 $403.02 $72.54

Permits OCR of an individual document or group of documents from an

OnBase select list. This functionality is also available with the Batch

OCR License, but the Batch OCR license must be used to schedule and

OCR On Base imaging batches. Converts images to text in order to

facilitate text searching and/or full text indexing.

Image Statements

ISIPI1/ ISMPI1, per statement per month (1 to 10,000)	$1.21	$0.22
ISIPI2/ ISMPI2, per statement per month (10,000 to 50,000)	$0.81	$0.15
ISIPI3/ ISMPI3, per statement per month (50,000 and above)	$0.40	$0.07

Sold in blocks of 1,000. Requires an OnBase Client license.

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OMR Marks Generator

OMIPI1/ OMMPI1 $2,418.14 $435.26

Customer DLL to generate OMR marks for automatic mail

stuffing machinery to be used with the OnBase Image

Document Distribution

DDIPI1/ DDMPI1, per statement per month (MaxDocsInMonth

* $5.00 = Price) Note: -Sold in blocks of a thousand. Price per

recipient $3.22 $0.58

OnBase: Requires Image Statement license (ISIPIx).CD

Publishing distribution requires:· Automated CD Authoring,

Export and Publishing (AAIPW1, EXIPC1, PB1AI1)· Also

requires additional 3rd party components listed below.3rd

Party:Fax distribution requires WinFax Pro (v 8.0+).E-mail

distribution requires Microsoft Exchange Server. URL

notification distribution requires Web Server (WTIPW1) and

Microsoft Exchange Server. CD Publishing distribution requires:·

Rimage PC unit and software· Sybase SQL Anywhere restricted

run-time database license · Sybase SQL Anywhere standalone

database(Sybase SQL Anywhere versions 5.504, 7.x or 8.x are

supported)Sold in blocks of 250 with a minimum initial purchase

of 4 blocks (1,000).To determine price: Recipients x $4.00 =

PriceNote: Price is not a monthly fee or annual fee. The above

formula determines the perpetual cost of the license.

Barcode Generator

BCIP11/ BCMP11 $1,612.09 $290.18

Generates 3-of-9 barcode sheets from manual keywords entry (in

standalone mode) or from keyword and document type

information scraped from the line-of-business application screen

(when used with Application Enabler). In standalone mode, the

Barcode Generator connects to the OnBase database and allows

the user to select a Document Type, at which point a keyword list

is displayed for manual entry. At completion of manual entry,

the user can trigger the printing of a 3-of-9 barcode sheet with the

Document Type and Keywords encoded on it.

Ad-hoc IRD Printing

PTIP11/ PTMP11 $4,030.23 $725.44

Allows a Client workstation to generate a "replacement in lieu of"

IRD with the data captured by the Posing File Generator module.

Image Cash Letter Generator

P9IPW1/ P9MPW1 $8,060.45 $1,450.88

Creates electronic cash letters in the 937 format from check

image documents stored in OnBase. One file is created for each

pocket of the transport where the items were captured allowing

synchronization with the sorter sort pattern.

Posting File Generator

PFIPW1/ PFMPW1 $4,030.23 $725.44

Enables financial institutions to import a case letter in 937 file

format and create a posting file for the core banking application

to post the transactions. Used in conjunction with the 937 check

processor format.

OnBase Records Management Modules

Document Retention

DRIPI1/ DRMPI1 $8,060.46 $1,450.80

OnBase: Requires an OnBase Client license.

Physical Records Management

PRIPI1/ PRMPI1 $12,090.68 $2,176.32

Enables organizations to manage the tracking, locating and access

of physical records using OnBase as the single interface.

Records Management

RIIPI1/ RIMPI1 $16,120.91 $2,901.76

Manages the retention, disposition, and destruction of managed

records folders according to an organization's business rules,

based on the occurrence of an event in accordance with external

regulations or compliance laws.

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Integration with SAP

SAIPI1/ SAMPI1 $16,120.91 $2,901.76

The HTTP Content Server interface allows an SAP R/3 system to

perform content management functions against the OnBase

system. Using this interface, SAP R/3 may use OnBase as its

repository for storage and retrieval of archived documents. This

is an integration for use with SAP ArchiveLink.

Barcode Import for use with SAP ArchiveLink

SBIPI1/ SBMPI1 $8,060.45 $1,450.88

The BAPI (Barcode) component of ArchiveLink allows an

OnBase scanning application to register scanned documents with

SAP.

Print List and Data Archive for use with SAP ArchiveLink

SDIPI1/ SDMPI1 $8,060.45 $1,450.88

Uses ArchiveLink to import ArchiveLink print lists, data archive

files and imaging documents. Archiving SAP data will reduce

the storage requirements of SAP, improve response times and

reduce the time to backup, recover and upgrade SAP.

OLE Viewer for use with SAP ArchiveLink

SCIPII/ SCMPII $8,060.45 $1,450.88

Used when the end user wants to work within the SAP user

interface, but wants to view and store documents via the OnBase

OCX viewer.

Business Indexing Connector for use with SAP ArchiveLink

SIIPII/ SIMPII $12,090.68 $2,176.32

Used to automatically index OnBase documents that have been

related to SAP business objects. This makes it possible to use

OnBase to search for the documents related to any SAP business

object. This module also keeps the keywords on OnBase

documents synchronized with SAP.

<u>OnBase Compliance Framework Modules</u>

Compliance Framework Template

SOIPII/ SOMPII $8,060.44 $1,450.88

The Compliance Framework Template is for existing OnBase

customers who may already have several components of the

Compliance Framework bundle, or are existing WorkView

customers.

<u>OnBase Healthcare Modules</u>

EDI 835 EOB Processor

P5IPW1/ P5MPW1 $4,030.23 $725.44

Converts EOB statements in versions 4010 or 4010A1 of the 835

EDI format to XML or PCL format for import into OnBase. The

processor also extracts a fixed list of keywords from each EOB to

index the documents as they are imported into OnBase. The 835

file is separated into a single document for each claim.

EDI 837 Processor

P7IPW1/ P7MPW1 $4,030.23 $725.44

Converts individual healthcare claims in versions 4010 and

4010A1 of the 837 Professional EDI format to HCFA-1500 forms

and UB-92 in XML format. This processor does not process

Dental 837 documents.

<u>OnBase GeoDox Modules</u>

GeoDox for ArcIMS

ESIPH/ ESMPH $8,060.44 $1,450.88

Provides the ability to select an area or objects from a map and

retrieve the OnBase documents associated with those objects.

OnBase users can also cross-reference a document to display all

associated geospatial references in a map using ESRI ArcIMS.

CAD Services

CSIPH/ CSMPH $4,030.23 $725.44

Provides a central repository for compound documents. Enables

CAD compound document activities and functions. Features

include import, drawing number reservation, and enhance

foldering. Necessary for Autodesk AutoCAD, SpatiaX, or other

3rd party CAN integrations.

CAD Services Concurrent Client - View Only

CVIPCI/ CVMPCI $241.81 $43.53

Provides the ability to utilize Spicer supported CAD file formats

(excluding 3D) for viewing.

CAD Services Concurrent Client - View/Markup

CMIPCI/ CMMPCI $483.63 $87.05

Provides the ability to utilize Spicer supported CAD file formats

(excluding 3D) for viewing and markup.

CAD Services Workstation Client - View Only

CVIPWI/ CVMPWI $120.91 $21.76

Provides the ability to utilize Spicer supported CAD file formats

(excluding 3D) for viewing.

CAD Services Workstation Client - View/Markup

CMIPWI/ CMMPWI $241.81 $43.53

Provides the ability to utilize Spicer supported CAD file formats (excluding 3D) for viewing and markup.

OnBase COLD-Only Modules

Please read the following prior to reviewing the COLD-Only licenses:

1. These modules are for a COLD-only system. No other type of file can be processed into this system.

2. You are still required to license a COLD/ERM license (CLIPW1) in order to process documents into the system.

3. The only type of client available is a concurrent client and there are no tiers available. Other modules that revolve around accessing the COLD documents can be used in conjunction with a COLD-Only system, but they will consume a concurrent license as well.

4. If a customer wishes to add functionality to their COLD-only system, they must pay the difference between the COLD-Only Multi-User server module and the regular Multi-User server module (difference is $3,000). They must also pay the difference between the COLD-Only Concurrent Client and a regular Concurrent Client for each client licensed. (difference would be $600 x # of clients). Be advised that depending on the number of clients, the addition of functionality could be a sizable investment and maintenance will increase.

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COLD-Only Multi-User Server

ELIPH/ ELMPH $1,612.09 $290.18

OnBase: Required for each Institution and each OnBase Database within

that Institution. 3rd Party: Requires a supported SQL DBMS.

COLD-Only Concurrent Client

ELIPCI/ ELMPCI (each) $483.63 $87.05

Concurrent license lease begins upon Client login/connection and

ends when user closes the Client or 5 minutes, whichever is later.

OnBase Image-Only Modules

Please read the following prior to reviewing the Image-Only licenses:

1. These modules are for an Image-only system. No other type of file can be processed into this system.

2. You are still required to license one of the many document imaging modules in order to process image documents into the system. (You may use the DIP or other such processes to process in image documents)

3. The only type of client available is a concurrent client and there are no tiers available. Other modules that revolve around accessing the image documents can be used in conjunction with an Image-Only system, but they will consume a concurrent license as well.

4. If a customer wishes to add functionality to their Image-only system, they must pay the difference between the Image-Only Multi-User server module and the regular Multi-User server module (difference is $3,000). They must also pay the difference between the Image-Only Concurrent Client and a regular Concurrent Client for each client licensed. (difference would be $600 x # of clients). Be advised that depending on the number of clients, the addition of functionality could be a sizable investment and maintenance will increase.

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Image-Only Multi-User Server

ELIPI2/ ELMPI2 $1,612.09 $290.18

OnBase: Required for each Institution and each OnBase Database

within that Institution. 3rd Party: Requires a supported SQL

DBMS.

Image-Only Concurrent Client

ELIPC2/ ELMPC2 (each) $483.63 $87.05

Concurrent license lease begins upon Client login/connection and

ends when user closes the Client or 5 minutes, whichever is later.

OnBase API

Archival API

ARIPH/ ARMPH $4,030.22 $725.44

OnBase: Requires an OnBase Client license.

Reverse API

RVIPH/ RVMPH $8,060.44 $1,450.88

Per Application

Query API

APIPQ1/ APMPQ1 (for initial 500 queries per hour)	$8,060.44	$1,450.88
APIPQ2/ APMPQ2 (for additional blocks of 500 queries per hour)	$6,448.36	$1,160.70

A query is considered a search for a document or set of documents through the API. If you are running the OnBase client or OnBase Core as an API broker you receive 50 queries per hour at no cost. Anything beyond 50 queries per hour on a single workstation or server requires this module.

Custom Web Indexing Platform

WIIPH/ WIMPH	$3,224.18	$580.35

OnBase: Requires the Web Server License (WTIPH).Requires an OnBase Client license.3rd Party: Requires Microsoft IIS 4.0 or higherWeb Server is only for Microsoft Windows NT or Windows 2000 family of operating systems.

OnBase Service Bureau Licensing and Policies

Service Bureau License

SBBPW1/ SBMPW1	$5,642.32	$1,015.62
SBBPW2/ SBMPW2	$1,612.09	$290.18

Provides entities that are in the business of processing documents for their clients the ability to process, store and present documents to it's clients.

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OnBase Annual Maintenance

MAINTX	18% of the then current GSA price for all licensed Modules.
Entitles the customer to: Same as Maint1	18% of the then current GSA price for all licensed Modules.

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OnBase Annual Maintenance Reinstatement

MAINTR

18% of the
then current
GSA price for
all licensed
Modules +
10% of the
annual
maintenance
fee.

Hyland Software charges a 10% maintenance reinstatement fee for maintenance that lapses. (That means 10% of the annual maintenance fee for the license purchased). This is in addition to paying maintenance for the lapse period.

Hyland Software Services

Installation

INSTL1*

$1,219.14

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Consulting

WFCNS1* $1,712.84

To qualify for these services, dates of service must be ordered

and scheduled in advance on a single purchase order and must be

supported by a similar purchase order from the End User to the

Solution Provider.

Upgrade Services

UPGRD1, per hour (1hr. Minimum and no partial hour

capability) $151.13

UPGRD2* per day $1,511.33

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Demonstration Software

Demonstration Software licensed for use:

Product Name	Product Code	Quantity	Cost
OnBase Multi-User Server	OBIPWI	1	$0.00
Web Server	WTIPW1	1	$0.00
EDM Services	DMIPH	1	$0.00
Lotus Notes E-Mail Integration	LNIPI1	1	$0.00
Outlook Integration	OLIPI1	1	$0.00
Virtual Print Driver	PTIPC1	1	$0.00
Plumtree Portal Extension	PPIPI1	1	$0.00
Monarch Data Mining Integration	MNIPI1	1	$0.00
Monarch Web-based Integration	MNIPI2	1	$0.00
Single User License	OBIPA1	1	$0.00
Concurrent Client 1-100	CTIPCI	10	$0.00
Workstation Client 1-100	CTIPW1	1	$0.00
Named User Client 1-100	CTIPN1	1	$0.00
Host Enabler Concurrent Client	HEIPC1	10	$0.00
Host Enabler Workstation Client	HEIPW1	1	$0.00
Signature / ID Client	FNIPW1	1	$0.00
Digital Signature	SGIPN1	1	$0.00
132 Column Video Font 1-100	FOJPH	1	$0.00
Workflow Departmental Server	WFIPD1	1	$0.00
Workflow Enterprise Server	WFIPI1	1	$0.00
Workflow Concurrent Client	WFIPCI	10	$0.00
Workflow Workstation Client	WFIPW1	1	$0.00
Workflow Named User Client	WWIPN1	1	$0.00
Application Enabler - Annual (Per year and per application enabled)	AEJAI1	1	$0.00
Application Enabler (Per enabled application)	AEIPI1	1	$0.00
Enterprise Application Enabler (For all applications)	AEIPI2	1	$0.00
COLD/ERM	CLIPWI	1	$0.00
Advanced COLD / ERM	ACIPWI	1	$0.00
PCL Input Filter	PCIPWI	1	$0.00
AFP Input Filter	AFIPWI	1	$0.00
DJDE Input Filter	DJIPWI	1	$0.00
Document Import Processor	DPIPWI	1	$0.00
Advanced Document Import Processor	ADIPWI	1	$0.00
Tag Import Processor - XML	XMIPW	1	$0.00
Subscription Server	SS	1	$0.00

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RightFaxs Import Integration	RFIPW	1	$0.00
Cardiff Liquid Office Integration	LOIPH	1	$0.00
Remittance Processor	RP	1	$0.00
Statement Designer	SCIPW 1	1	$0.00
E-Forms	FMIPH	1	$0.00
Mobile E-Forms Server	MEIPH	1	$0.00
Mobile E-Forms Client	ME	1	$0.00
Production Document Imaging	DIMPWI	1	$0.00
ISIS Document Imaging	ISIPWI	1	$0.00
Disconnected Scanning Module	DSIPW 1	1	$0.00
Desktop Document Imaging < 15 pages per minute	AIMPWI	1	$0.00
Web Scanning Named User	WSIPNI	1	$0.00
Front Office Scanning Module	FOIPW 1	1	$0.00
Anydoc OCR for Forms Integration	OFIPI 1	1	$0.00
Cardiff TELEform Integration	CRIPI 1	1	$0.00
ReadSoft Eyes & Hands Integration	RDIPH	1	$0.00
Captiva Input Accel Integration	IAIPI 1	1	$0.00
Kofax Ascent Capture Integration	KXJPI 1	1	$0.00
Top Image Systems AFPSPRO Integration	TIIPH	1	$0.00
Lawson Integration for AP	LWIPI 1	1	$0.00
PeopleSoft V.8 Dual Window Indexer	DWIPH	1	$0.00
Signature Pad Interface (TWAIN)	PWIPWI	1	$0.00
Image Segment Archiver	EBIPI 1	1	$0.00
WorkView	RMIPJI	1	$0.00
WorkView Concurrent Client	RMIPC 1	10	$0.00
WorkView Workstation Client	RMIPWI	1	$0.00
WorkView Named Client	RM	1	$0.00
Verity Full Text Indexing Server	VTIPH	1	$0.00
Verity Full Text Indexing Concurrent Client	VTIPC 1	10	$0.00
Verity Full Text Indexing Named User Client	VTIPNI	1	$0.00
Verity Full Text Indexing Workstation Client	VTIPWI	1	$0.00
Verity Migration Tool	VTIPMI	1	$0.00
Microsoft Full Text Indexing Server	FXIPI 1	1	$0.00
Microsoft Full Text Indexing Concurrent Client	TXIPCI	10	$0.00
Microsoft Full Text Indexing Named User	TXIPNI	1	$0.00
Microsoft Full Text Indexing Workstation Client	TXIPWI	1	$0.00
CD Authoring	CDIPWI	1	$0.00
DVD Authoring	DVIPWI	1	$0.00
Automated CD Authoring	AAIPWI	1	$0.00
Automated DVD Authoring	AVIPWI	1	$0.00

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Automated CD Publishing (1-100 CD Publishing Orders)	ADIPCI	1	$0.00
KPM Optistorm Integration	KMIPI1	1	$0.00
Publishing - Annual	PBIAII	1	$0.00
Export	EXIPCI	1	$0.00
Exception Reports	ERIPI1	1	$0.00
ACH Generator	AHPWI	1	$0.00
Print Distribution	PDIPWI	1	$0.00
Batch OCR	OCIPWI	1	$0.00
Image Statements (1-10,000 statements per month per statement)	ISIPI1	1	$0.00
Document Distribution (per recipient)	DDIPI1	1	$0.00
Document Retention	DRIPI1	1	$0.00
COLD-Only Multi-User Server	ELIPI1	1	$0.00
COLD-Only Concurrent Client	ELIPC	10	$0.00
Image-Only Multi-User Server	ELIPI2	1	$0.00
Image-Only Concurrent Client	ELIPC2	10	$0.00
Archival API	AR	1	$0.00
Reverse API (per application)	RVIPH	1	$0.00
Query API (initial 500 queries per hour)	APIPQI	1	$0.00
Custom Web Indexing Platform	WIIPI1	1	$0.00

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Attachment B

Compensation and Payment Terms

This is a fixed fee Contract for each annual period between the County and Contractor for Software licenses, Software Services, Consulting Services, and Annual Maintenance and Support Services provided in the Attachment A, Perpetual Use Software License and Annual Maintenance Price List, to this Contract applicable for each period of this Contract.

A. PRICING

Cost increases may be considered during Contract renewal periods only. A minimum of 30 days advance notice in writing is required to secure price adjustments. Contractor will not invoice the County in an amount greater than Contractor's listed GSA pricing.

B. INVOICING

1. INVOICES AND PAYMENT. Invoices shall cover services or goods not previously billed and shall reference the Contract number. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency (department) and subject to routine processing. Contractor is responsible for providing invoices acceptable to the County. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Payment/Invoicing Instructions - The requesting Agency/Department will instruct the Contractor on the Subordinate Contract where invoices are to be sent.

Acceptable invoicing format - The Contractor will provide an invoice for services rendered, not more frequently than monthly. Each invoice will have a number and will include the following information:

1. Name and address of County agency
2. Contractor's name & address
3. Contractor's remittance address
4. County Contract Nunmber
5. Contractor's Federal I.D. number
6. Date of Service
7. Service Description
8. Total

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Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

2.   INVOICES FOR SOFTWARE LICENSE FEES. Contractor shall invoice County for all Software License Fees in full upon activation of the Software for any use by County.

3.   INVOICES FOR SOFTWARE SERVICES AND/OR CONSULTING SERVICES FEES. Contractor shall invoice County in accordance with the payment schedule set forth in the applicable Subordinate Contract, or, if a Subordinate Contract does not specify a payment schedule, then on a monthly basis.

4.   INVOICES FOR MAINTENANCE AND SUPPORT SERVICES FEES:

(a) Invoices For Annual Maintenance Fees. Contractor shall invoice County for Annual Maintenance Fees for each maintenance period covered by Section 14 as follows: (A) in the case of the initial maintenance period, promptly after the Effective Date; (B) in the case of the initial maintenance period under Section 14 that relates to any Software described in Section 14.1(b)(I), simultaneously with Contractor's invoicing to County for the Software that is being licensed by County as described in such Section 14.1(b)(1); or (C) in the case of any other maintenance period under Section 14, at least forty-five (45) days prior to the end of the then-current maintenance period of Section 14 of this Contract. In the event that any period of Section 14 of this Contract for which Annual Maintenance Fees are payable is a period of less than twelve (12) calendar months, the Annual Maintenance Fees for such period will be a pro rated amount based upon (1/12) one twelfth of the Annual Maintenance Fees multiplied by every month services are provided during that partial year.

(b) Invoices for Time and Materials Charges. Contractor shall invoice County for all time and materials charges under Section 14 upon completion of the covered Services or, if such Services require a period of more than one month to complete, then on a monthly basis.

5.   TAXES AND GOVERNMENTAL CHARGES. All payments under this Contract or any Subordinate Contract are exclusive of all applicable taxes and governmental charges (such

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

6. RECEIPT OF INVOICES. All invoices sent by U.S. mail to the address specified in the introduction to this Contract (or such other address as County may have specified in writing to Contractor) shall be deemed to have been received by County on the fifth business day after the date such invoices are deposited in the U.S. mail. All invoices sent by reputable, national overnight courier to such address shall be deemed to have been received by County on the next business day after the date such invoices are deposited with the courier. All invoices sent by any other means shall be deemed to have been received by County at the time of actual receipt.

7. CERTAIN REMEDIES FOR NON-PAYMENT OR FOR LATE PAYMENT. In the event of any default by County in the payment of any amounts due hereunder, which default continues unremedied for at least sixty (60) calendar days after Contractor has provided written notice to County of such default, Contractor shall have the right to suspend or cease the provision of any Services under this Contract or any Subordinate Contract, and the delivery of any Upgrades and Enhancements of Software, to County unless and until such default has been cured

8. U.S. DOLLARS. All payments by County to Contractor shall be made in U.S. dollars.

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B. COMPENSATION

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing. The cost/compensation proposed shall include all charges Contractor intends to charge the County for providing all Software licensing and Services specified herein.

1.   SOFTWARE LICENSE FEES. Software License Fees shall be paid to Contractor for the license of the Software granted under this Contract in accordance with Attachment A. Contractor acknowledges and agrees that County has paid in full all Software License Fees for all Software that has been licensed by County from Contractor or any authorized reseller or dealer of Contractor at any time on or prior to the Effective Date.

2.   SOFTWARE SERVICES FEES. County shall pay to Contractor in accordance with Attachment A the Services Fees determined in accordance with the relevant Subordinate Contract and Attachment A for the Software Services covered by such Subordinate Contract.

3.   CONSULTING SERVICES FEES. County shall pay to Contractor the Consulting Services Fees as set forth on Attachment A in accordance with the specific Subordinate Contract.

4.   MAINTENANCE AND SUPPORT SERVICES FEES

(A)   Annual Maintenance Fees. County shall pay to Contractor Annual Maintenance Fees in accordance with Attachment A for each Software module licensed.

(B)   Time and Materials Charges. If County requests (1) Maintenance and Support Services that Contractor is not obligated to provide under the provisions of Section 14, and Contractor agrees to provide such requested Services notwithstanding such provisions, (2) on-site Maintenance and Support Services in accordance with Section 14, or (3) any other services in the nature of Maintenance and Support Services that Contractor is not obligated to provide, or is not obligated to provide in the manner requested, and Contractor agrees to provide the requested Maintenance and Support Services, then in any such case County agrees that such

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Maintenance and Support Services shall not be covered by the Annual Maintenance Fees under Attachment B, Section 4(A) and County agrees to pay Contractor for such Maintenance and Support Services in accordance with the consulting rate set forth in Attachment A.

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