

**GENERAL SERVICES ADMINISTRATION  
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*, a menu-driven database system. The INTERNET address GSA *Advantage!* is: [GSAAdvantage.gov](http://GSAAdvantage.gov).

|                                  |  |
|----------------------------------|--|
| <b>SCHEDULE NUMBER</b>           | <b>MAS</b>   |
| <b>SCHEDULE NAME</b>             | MULTIPLE AWARD SCHEDULE  |
| <b>LARGE CATEGORY</b>            | INFORMATION TECHNOLOGY   |
| <b>SUBCATEGORY</b>               | IT HARDWARE<br>IT SERVICES<br>IT SOFTWARE  |
| <b>SIN(s):</b>                   | 33411 Purchasing of New Electronic Equipment<br>811212 Computer and Office Machine Repair and Maintenance<br>511210 Software Licenses<br>54151 Software Maintenance<br>54151S Information Technology Professional Services<br>OLM Order-Level Materials  |
| <b>FSC/PSC CODES</b>             | 7010 ADPE System Configuration<br>J070 Maintenance and Repair of Automatic Data Processing Equipment, Software, Supplies, Support Equipment<br>D399 Other Computer Services  |
| <b>CONTRACT NUMBER:</b>          | 47QTCA19D001R  |
| <b>CONTRACT PERIOD:</b>          | NOVEMBER 2, 2018 THROUGH NOVEMBER 1, 2023<br>PRICELIST CURRENT THROUGH MODIFICATION #0013, JULY 8, 2020  |
| <b>CONTRACTOR:</b>               | Next Phase Solutions, LLC<br>1221 East Broadway Street, Suite 1001<br>Oviedo, FL 32765<br>Office: 800-677-0008<br>Email: <a href="mailto:information@npsols.com">information@npsols.com</a><br>Fax: 407-440-1411   |
| <b>Point of Contact:</b>         | David Godiksen, President<br>Next Phase Solutions, LLC<br>1221 East Broadway Street, Suite 1001<br>Oviedo, FL 32765-5959<br>Office: 407-592-3076<br>Email: <a href="mailto:David.Godiksen@npsols.com">David.Godiksen@npsols.com</a><br>Fax: 407-440-1411 |
| <b>Business Size:</b>            | Small Business, Women-Owned Business, Asian-Pacific American Owned, Economically Disadvantaged Women-Owned Small business, Minority-Owned Business   |
| <b>Tax Identification Number</b> | 821793803  |

**CUSTOMER INFORMATION**

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|----|--|---|
| 1a | Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).  | 33411 Purchasing of New Electronic Equipment<br>811212 Computer and Office Machine Repair and Maintenance<br>54151S Information Technology Professional Services<br>OLM Order-Level Materials |
| 1b | Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show | See pricelist   |
| 1c | If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item   | See pricelist   |
| 2  | Maximum Order  | \$500,000   |
| 3  | Minimum Order:   | \$100   |
| 4  | Geographic Coverage (delivery area):.  | Domestic Delivery   |
| 5  | Point(s) of production (city, county, and State or foreign country).   | Contact GSA Schedule Contractor.  |
| 6  | Discount from list prices or statement of net price:   | See attached price list. Prices shown are net of discount.  |
| 7  | Quantity Discounts:  | 1% for single task orders with an initial value exceeding \$500,000   |
| 8  | Prompt payment terms.  | 0% Net 30 days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.                               |
| 9a | Notification that Government purchase cards are accepted at or below the micro-purchase threshold  | Government Purchase Cards are accepted at or below the micro-purchase threshold.  |

|     |   |  |
|-----|---|--|
| 9b  | Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.               | Contractor <u>will not</u> accept the Government Purchase Card above the micro-purchase threshold.   |
| 10  | Foreign Items (list items by country of origin).  | N/A  |
| 11a | Time of Delivery:   | As negotiated with Agency  |
| 11b | Expedited Delivery  | Negotiable   |
| 11c | Overnight & 2-day delivery  | Negotiable   |
| 11d | Urgent Requirements   | Negotiable   |
| 12  | FOB Point(s)  | Destination  |
| 13a | Ordering Address:   | 1221 East Broadway Street, Suite 1001, Oviedo, FL 32765  |
| 13b | Ordering procedures:  | For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3 |
| 14  | Payment Address:  | 1221 East Broadway Street, Suite 1001, Oviedo, FL 32765  |
| 15  | Warranty Provision:   | Standard Commercial Warranty   |
| 16  | Export packing charges, if applicable:  | N/A  |
| 17  | Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level):                  | Contractor agrees to terms and conditions.   |
| 18  | Terms and conditions of rental, maintenance, and repair (if applicable):  | N/A  |
| 19  | Terms and conditions of installation (if applicable):   | N/A  |
| 20  | Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): | N/A  |
| 20a | Terms and conditions for any other services (if applicable):  | N/A  |
| 21  | List of service and distribution points (if applicable):  | Contact GSA Schedule Contractor.   |
| 22  | List of participating dealers (if applicable):  | None.  |
| 23  | Preventive maintenance (if applicable):   | N/A  |
| 24a | Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):   | N/A  |
| 24b | Section 508 Compliance for EIT:   | <a href="http://www.npsols.com">www.npsols.com</a>   |
| 25  | Data Universal Number System (DUNS) number  | 099104413  |
| 26  | Notification regarding registration in SAM database   | Next Phase Solutions is registered.  |

**TERMS AND CONDITIONS APPLICABLE TO SIN 33411  
PURCHASING OF NEW ELECTRONIC EQUIPMENT)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

**\*\*NOTE: Contractors are to indicate in the pricelist whether the equipment is self-installable.\*\***

a. INSTALLATION. When the equipment provided under this contract is not normally self- installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

**\*\*NOTE: CONTRACTORS SHOULD PROVIDE COMMERCIAL PRACTICES FOR INSTALLATION/DEINSTALLATION/REINSTALLATION FOR REVIEW AND POSSIBLE INCLUSION IN THE CONTRACT.\*\***

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirement of the Davis- Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

\*\*Contract Contractor\*\*

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

Refer to GSA Pricing Section.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO 811212 COMPUTER AND OFFICE  
MACHINE REPAIR MAINTENANCE**

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity locations within a (\*\*insert miles) mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

2. MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level

\*\*If there is no additional charge, indicate "none" in the space provided above.\*\*

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Quantity Range Discounts

|       |   |
|-------|---|
| Units | % |
| Units | % |
| Units | % |

9. REPAIR SERVICE RATE PROVISIONS

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

i When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

ii The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

i If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.

ii When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES AND

| REGULAR   | AFTER   | SUNDAYS    | MINIMUM HOURS | HOURS    | HOLIDAYS |
|---|---------|------------|---------------|----------|----------|
| LOCATION  | CHARGE* | PER HOUR** | PER HOUR**    | PER HOUR |          |
| CONTRACTOR'S SHOP   |         |            |               |          |          |
| ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS) |         |            |               |          |          |

ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)

\*MINIMUM CHARGES INCLUDE FULL HOURS ON THE JOB.

\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated , at a discount of % from such listed prices.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of warranty\*\*. \*\*insert commercial

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period \*\*insert commercial warranty\*\*.

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract.

The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**TERMS AND CONDITIONS APPLICABLE TO SIN 54151S INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

1. SCOPE
  - a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT/IAM Professional Services within the scope of this Information Technology Schedule.
  - b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.
  
2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)
  - a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
  - b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
  - c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
  
3. ORDER
  - a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
  - b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.
  
4. PERFORMANCE OF SERVICES
  - a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
  - b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
  - c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
  - d. Any Contractor travel required in the performance of IT/IAM Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.
  
5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)
  - a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
    - (1) Cancel the stop-work order; or
    - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
  - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I—OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/IAM Professional Services.

9. INDEPENDENT CONTRACTOR

All IT/IAM Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon

completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor- Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I –FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
  - (1) The offeror;
  - (2) Subcontractors; and/or
  - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

Refer to GSA Pricing Section

**TERMS AND CONDITIONS APPLICABLE TO ORDER-LEVEL MATERIALS (OLMs) -  
SUBJECT TO COOPERATIVE PURCHASING**

Order-Level Materials (OLMs) - SUBJECT TO COOPERATIVE PURCHASING Order-Level Materials (OLMs) are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA). OLMs are not defined, priced, or awarded at the FSS contract level. They are unknown before a task or delivery order is placed against the FSS contract or FSS BPA. OLMs are only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN) and are subject to a Not To Exceed (NTE) ceiling price. OLMs include direct materials, subcontracts for supplies and incidental services for which there is not a labor category specified in the FSS contract, other direct costs, and indirect costs. OLMs are purchased under the authority of the FSS Program and are not "open market items."

Items awarded under ancillary supplies/services or other direct cost (ODC) SINs are not OLMs. These items are defined, priced, and awarded at the FSS contract level, whereas OLMs are unknown before an order is placed. Ancillary supplies/services and ODC SINs are for use under all order type CLINs (Fixed-Price (FP), T&M, and LH), whereas the Order-Level Materials SIN is only authorized for use under T&M and LH order CLINs.

The Order-Level Materials SIN is only authorized for use in direct support of another awarded SIN. Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs. OLMs are defined and priced at the ordering activity level in accordance with GSAR clause 552.238-82 Special Ordering Procedures for the Acquisition of Order-Level Materials. Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF). The cumulative value of OLMs in an individual task or delivery order cannot exceed 33.33% of the total value of the order.

**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

**PREAMBLE**

**Next Phase Solutions, LLC** provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

David Godiksen, President

Next Phase Solutions, LLC

1221 East Broadway Street, Suite 1001, Oviedo, FL 32765

Office: 407-592-3076

Email: [David.Godiksen@npsols.com](mailto:David.Godiksen@npsols.com)

Fax: 407-440-1411



BPA NUMBER \_\_\_\_\_

**(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

| MODEL NUMBER/PART NUMBER | *SPECIAL BPA DISCOUNT/PRICE |
|--------------------------|-----------------------------|
| _____                    | _____                       |
| _____                    | _____                       |
| _____                    | _____                       |

(2) Delivery:

| DESTINATION | DELIVERY SCHEDULES / DATES |
|-------------|----------------------------|
| _____       | _____                      |
| _____       | _____                      |
| _____       | _____                      |

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

(4) This BPA does not obligate any funds.

(5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

| OFFICE | POINT OF CONTACT |
|--------|------------------|
| _____  | _____            |
| _____  | _____            |
| _____  | _____            |

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING  
"CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

## GSA PRICE LIST

### 33411 Purchasing of New Electronic Equipment / 811212 Computer and Office Machine Repair and Maintenance

| SIN   | MANUFACTURER NAME | MFR PART NO | PRODUCT NAME          | PRODUCT DESCRIPTION   | GSA PRICE (inclusive of the .75% IFF) |
|-------|-------------------|-------------|-----------------------|---|---------------------------------------|
| 33411 | Canon             | 9704B007AA  | P-208II               | Scan-tini Personal Document Scanner                         | \$150.37                              |
| 33411 | Canon             | 9705B007AB  | P-215II               | Scan-tini Personal Document Scanner                         | \$225.94                              |
| 33411 | Canon             | 9706B002AB  | DR-C225               | Office Document Scanner                                     | \$339.29                              |
| 33411 | Canon             | 9707B002AB  | DR-C225W              | Office Document Scanner                                     | \$414.86                              |
| 33411 | Canon             | 0651C002AB  | DR-C240               | Office Document Scanner                                     | \$600.75                              |
| 33411 | Canon             | 5482B002AE  | DR-M140               | Office Document Scanner                                     | \$827.45                              |
| 33411 | Canon             | 0114T27902  | DR-M160II             | Office Document Scanner                                     | \$903.02                              |
| 33411 | Canon             | 2405C002AB  | DR-M260               | Office Document Scanner                                     | \$903.02                              |
| 33411 | Canon             | 9392B002AA  | DR-M1060              | Office Document Scanner                                     | \$1,658.69                            |
| 33411 | Canon             | 3801B002BD  | DR-6010C              | Office Document Scanner                                     | \$2,187.65                            |
| 33411 | Canon             | 1255C002AD  | ScanFront 400         | Networked Document Scanner                                  | \$1,507.55                            |
| 33411 | Canon             | 1255C012AA  | ScanFront 400 CAC/PIV | Networked Document Scanner                                  | \$1,809.82                            |
| 33411 | Canon             | 4624B002AD  | DR-6030C              | Production Document Scanner                                 | \$3,018.89                            |
| 33411 | Canon             | 8073B002AB  | DR-G1130              | Production Document Scanner                                 | \$6,797.22                            |
| 33411 | Canon             | 8074B002AB  | DR-G1100              | Production Document Scanner                                 | \$4,530.22                            |
| 33411 | Canon             | 2260C001AA  | DR-X10C II            | Production Document Scanner                                 | \$13,598.23                           |
| 33411 | Canon             | 1722C001AA  | CR-120                | Check Scanner   | \$751.88                              |
| 33411 | Canon             | 2693C001AA  | CR-120N               | Check Scanner   | \$789.67                              |
| 33411 | Canon             | 1721C001AA  | CR-150                | Check Scanner   | \$978.58                              |
| 33411 | Canon             | 0132T237    | CR-120 MSR            | Check Scanner   | \$819.89                              |
| 33411 | Canon             | 0132T236    | CR-150 MSR            | Check Scanner   | \$1,046.59                            |
| 33411 | Canon             | 109C002AA   | CR-190i II            | Check Scanner   | \$2,263.22                            |
| 33411 | Canon             | 3149C002    | DR-G2140              | CANON DR-G2140 SCANNER                                      | \$6,797.23                            |
| 33411 | Canon             | 3150C002    | DR-G2110              | CANON DR-G2110 SCANNER                                      | \$4,530.23                            |
| 33411 | Canon             | 3149C009    | DR-G2140 USB          | Canon Imageformula Dr-G2140 USB Desktop Scanner             | \$6,797.23                            |
| 33411 | Canon             | 3150C009    | DR-G2110 USB          | Canon IMAGEFORMULA DR-G2110 USB Production Document Scanner | \$4,530.23                            |
| 33411 | Canon             | 3151C002    | DR-G2090              | Canon DR-G2090 Scanner                                      | \$3,774.56                            |
| 33411 | Canon             | 2646C002    | DR-C230               | Canon imageFORMULA DR-C230 Document Scanner                 | \$374.06                              |
| 33411 | Canon             | 3258C002    | DR-C225II             | Canon imageFORMULA DR-C225 II Document Scanner              | \$339.29                              |
| 33411 | Canon             | 3259C002    | DR-C225WII            | Canon DR-C225W II Document Scanner                          | \$414.86                              |



| SIN    | MANUFACTURER NAME | MFR PART NO | PRODUCT NAME | PRODUCT DESCRIPTION                                | GSA PRICE (inclusive of the .75% IFF) |
|--------|-------------------|-------------|--------------|--|---------------------------------------|
| 33411  | Canon             | 3595C002    | CR-L1        | Canon ImageFORMULA CR-L1 Document Scanner          | \$374.06                              |
| 811212 | Canon             | 5350B005    | eCarePAK     | Advanced Exchange Program for P-208II 1YR          | \$21.76                               |
| 811212 | Canon             | 5350B006    | eCarePAK     | Advanced Exchange Program for P-208II 2YR          | \$38.99                               |
| 811212 | Canon             | 5351B011    | eCarePAK     | Advanced Exchange Program for P-215II 1YR          | \$27.20                               |
| 811212 | Canon             | 5351B012    | eCarePAK     | Advanced Exchange Program for P-215II 2YR          | \$48.96                               |
| 811212 | Canon             | 5351B015    | eCarePAK     | Advanced Exchange Program for DR-C225/C225W 1YR    | \$62.56                               |
| 811212 | Canon             | 5351B2016   | eCarePAK     | Advanced Exchange Program for DR-C225/C225W 2YR    | \$112.44                              |
| 811212 | Canon             | 5351B017    | eCarePAK     | Advanced Exchange Program for DR-C240 1YR          | \$74.35                               |
| 811212 | Canon             | 5351B018    | eCarePAK     | Advanced Exchange Program for DR-C240 2YR          | \$134.20                              |
| 811212 | Canon             | 5351B021    | eCarePAK     | Advanced Exchange Program for DR-M140 1YR          | \$77.07                               |
| 811212 | Canon             | 5351B022    | eCarePAK     | Advanced Exchange Program for DR-M140 2YR          | \$138.74                              |
| 811212 | Canon             | 5352B011    | eCarePAK     | Advanced Exchange Program for DR-M160II 1YR        | \$80.70                               |
| 811212 | Canon             | 5352B012    | eCarePAK     | Advanced Exchange Program for DR-M160II 2YR        | \$145.08                              |
| 811212 | Canon             | 5352B015    | eCarePAK     | Advanced Exchange Program for DR-M1060 1YR         | \$267.50                              |
| 811212 | Canon             | 5352B016    | eCarePAK     | Advanced Exchange Program for DR-M1060 2YR         | \$481.51                              |
| 811212 | Canon             | 5352B013    | eCarePAK     | Advanced Exchange Program for DR 6010 1YR          | \$380.85                              |
| 811212 | Canon             | 5352B014    | eCarePAK     | Advanced Exchange Program for DR 6010 2YR          | \$685.54                              |
| 811212 | Canon             | 5353B021    | eCarePAK     | Advanced Exchange Program for DR 6030 1YR          | \$403.52                              |
| 811212 | Canon             | 5353B022    | eCarePAK     | Advanced Exchange Program for DR 6030 2YR          | \$726.34                              |
| 811212 | Canon             | 5353B023    | eCarePAK     | Advanced Exchange Program for DR 6030 9Mth         | \$302.87                              |
| 811212 | Canon             | 5353B024    | eCarePAK     | Advanced Exchange Program for DR 6030 9Mth+1YR     | \$635.66                              |
| 811212 | Canon             | 5353B025    | eCarePAK     | On-Site Service Program for DR-G1100 1YR           | \$902.26                              |
| 811212 | Canon             | 5353B026    | eCarePAK     | On-Site Service Program for DR-G1100 2YR           | \$1,624.08                            |
| 811212 | Canon             | 5353B027    | eCarePAK     | On-Site Service Program for DR-G1100 9Mth          | \$675.56                              |
| 811212 | Canon             | 5353B028    | eCarePAK     | On-Site Service Program for DR-G1100 9Mth + 1YR    | \$1,420.95                            |
| 811212 | Canon             | 5353B029    | eCarePAK+PM  | On-Site Service Program for DR-G1100 1YR+1PM       | \$1,070.93                            |
| 811212 | Canon             | 5353B030    | eCarePAK+PM  | On-Site Service Program for DR-G1100 2YR+2PM       | \$1,961.41                            |
| 811212 | Canon             | 5353B031    | eCarePAK+PM  | On-Site Service Program for DR-G1100 9Mth+1 PM     | \$845.13                              |
| 811212 | Canon             | 5353B032    | eCarePAK+PM  | On-Site Service Program for DR-G1100 9Mth+ 1YR+1PM | \$1,758.28                            |
| 811212 | Canon             | 5353B033    | eCarePAK     | On-Site Service Program for DR-G1130 1YR           | \$1,156.17                            |
| 811212 | Canon             | 5353B034    | eCarePAK     | On-Site Service Program for DR-G1130 2YR           | \$2,081.10                            |



| SIN    | MANUFACTURER NAME | MFR PART NO | PRODUCT NAME | PRODUCT DESCRIPTION                                 | GSA PRICE (inclusive of the .75% IFF) |
|--------|-------------------|-------------|--------------|---|---------------------------------------|
| 811212 | Canon             | 5353B035    | eCarePAK     | On-Site Service Program for DR-G1130 9Mth           | \$866.90                              |
| 811212 | Canon             | 5353B036    | eCarePAK     | On-Site Service Program for DR-G1130 9Mth+ 1YR      | \$1,820.85                            |
| 811212 | Canon             | 5353B037    | eCarePAK     | On-Site Service Program for DR-G1130 1YR+1PM        | \$1,324.83                            |
| 811212 | Canon             | 5353B038    | eCarePAK+PM  | On-Site Service Program for DR-G1130 2YR+2PM        | \$2,418.43                            |
| 811212 | Canon             | 5353B039    | eCarePAK+PM  | On-Site Service Program for DR-G1130 9Mth+1PM       | \$1,035.56                            |
| 811212 | Canon             | 5353B040    | eCarePAK+PM  | On-Site Service Program for DR-G1130 9Mth+1YR+2PM   | \$2,158.18                            |
| 811212 | Canon             | 5354B033    | eCarePAK     | On-Site Service Program for DR-X10CII 1YR           | \$2,171.78                            |
| 811212 | Canon             | 5354B034    | eCarePAK     | On-Site Service Program for DR-X10CII 2YR           | \$3,909.21                            |
| 811212 | Canon             | 5354B035    | eCarePAK     | On-Site Service Program for DR-X10CII 9Mth          | \$1,628.61                            |
| 811212 | Canon             | 5354B036    | eCarePAK     | On-Site Service Program for DR-X10CII 9Mth+1YR      | \$3,420.45                            |
| 811212 | Canon             | 5354B037    | eCarePAK+PM  | On-Site Service Program for DR-X10CII 1Yr+1PM       | \$2,605.23                            |
| 811212 | Canon             | 5354B038    | eCarePAK+PM  | On-Site Service Program for DR-X10CII 2YR+2PMs      | \$4,775.21                            |
| 811212 | Canon             | 5354B039    | eCarePAK+PM  | On-Site Service Program for DR-X10CII 9Mth+1PM      | \$2,062.06                            |
| 811212 | Canon             | 5354B040    | eCarePAK+PM  | On-Site Service Program for DR-X10CII 9Mth+1YR+2PMs | \$4,286.44                            |
| 811212 | Canon             | 5355B011    | eCarePAK     | Advanced Exchange Program for SF-400 1YR            | \$216.72                              |
| 811212 | Canon             | 5355B012    | eCarePAK     | Advanced Exchange Program for SF-400 2YR            | \$389.92                              |
| 811212 | Canon             | 5356B009    | eCarePAK     | Advanced Exchange Program for CR-120/120msr 2YR     | \$225.79                              |
| 811212 | Canon             | 5356B011    | eCarePAK     | Advanced Exchange Program for CR-150/150 msr 1YR    | \$175.91                              |
| 811212 | Canon             | 5356B012    | eCarePAK     | Advanced Exchange Program for CR-150/150 msr 2YR    | \$293.80                              |
| 811212 | Canon             | 5356B014    | eCarePAK     | Advanced Exchange Program for CR-120N 1YR           | \$142.36                              |
| 811212 | Canon             | 5356B015    | eCarePAK     | Advanced Exchange Program for CR-120N 2YR           | \$236.67                              |
| 811212 | Canon             | 5356B016    | eCarePAK     | Advanced Exchange Program for CR-120N 1Mth          | \$19.04                               |
| 811212 | Canon             | 5357B005    | eCarePAK     | Advanced Exchange Program for CR-190iII 1YR         | \$361.81                              |
| 811212 | Canon             | 5357B006    | eCarePAK     | Advanced Exchange Program for CR-190iII 2YR         | \$688.26                              |

54151S Information Technology Professional Services

| No. | SIN    | LABOR CATEGORIES           | GSA rate (w/IFF) |
|-----|--------|----------------------------|------------------|
| 1   | 54151S | Implementation Consultant  | \$183.70         |
| 2   | 54151S | Project Manager            | \$193.38         |
| 3   | 54151S | Custom Solution Consultant | \$207.87         |

| Item | SIN(s) | Labor Category             | Minimum Education | Minimum Years of Experience | Labor Category Description  |
|------|--------|----------------------------|-------------------|-----------------------------|---|
| 1    | 54151S | Implementation Consultant  | BS                | 4                           | Responsible for providing implementation services that include: creating the software database, licensing of all modules purchased, installation of the software, configuration of the solution, upgrading to the current version, and training on configuration and use of the software and purchased modules.   |
| 2    | 54151S | Project Manager            | BS                | 5                           | Responsible for project management services that include directing, coordinating and supporting successful implementation of information technology solutions. Additional project management duties may include: project planning, coordination of resources, maintaining project documentation, status reports, reviews, retrospectives, overseeing training, end user acceptance testing support and go-live support. Project manager is responsible for addressing customer business and technical consulting needs. |
| 3    | 54151S | Custom Solution Consultant | BS                | 6                           | Responsible for providing custom solution services that includes: application requirements definition, application development, pre-processor development, providing real-time two way integrations between a specific solution and other enterprise systems, API script development, API consultation, WorkView data import, and other custom solutions or integrations.   |

**EXPERIENCE & DEGREE SUBSTITUTION**

The above describes the functional responsibilities and education and experience requirements for each labor category services. These requirements are a guide to the types of experience and educational background of typical personnel in each labor category services. Due to the availability or limitation of education, occasionally substitution of experience as referenced below for a professional labor type with additional years of experience will be provided per the approval of the federal agency acquiring the service.

Education and experience may be substituted for each other. Each year of relevant experience may be substituted for one year of education, and vice versa. In addition, certifications, professional licenses, and vocational technical training may be substituted for experience or education. Successful completion of higher education which has not yet resulted in a degree may be counted as 1 year of experience for each year of college completed.

**Degree / Experience Equivalence**

Bachelors: Associate Degree + 2 years relevant experience, or 4 years relevant experience

Masters: Bachelors + 2 years relevant experience, Associates + 4 years relevant experience; or 6 years relevant experience

**511210 Software Licenses and 54151 Software Maintenance**

| SIN    | Manufacturer Name     | Manufacturer Part# | Product Name       | Product Description   | GSA Discount Price w/o IFF |
|--------|-----------------------|--------------------|--------------------|---|----------------------------|
| 511210 | Hyland Software, Inc. | OBIPW1             | Multi-User Server  | Provides utilities, OnBase Configuration, Basic Text Search and Print Servers, three-tier OnBase Broker and a License to use the copyrighted OnBase Database in conjunction with a supported SQL Database Management System (DBMS) in a single instance, multi-user environment. These licenses are not transferable to service bureau customers. | \$6,448.36                 |
| 511210 | Hyland Software, Inc. | OBIPA1             | Single User Server | Provides utilities, OnBase Configuration, Basic Text Search and Print Servers, three-tier OnBase Broker and a License to use the copyrighted OnBase   | \$806.05                   |

|        |                       |        |                    |  |            |
|--------|-----------------------|--------|--------------------|--|------------|
|        |                       |        |                    | Database in conjunction with a supported SQL Database Management System (DBMS) in a single instance environment. For Single User environments. Licenses are not transferable to service bureau customers.            |            |
| 511210 | Hyland Software, Inc. | CTIPC1 | Concurrent Client  | Provides retrieval, viewing, printing, and management of documents. Concurrent Clients have a minimum connection (lease) time of five (5) minutes. Both the OnBase Client or OnBase Web Client can use this license. | \$1,128.46 |
| 511210 | Hyland Software, Inc. | CTIPC2 | Concurrent Client  | Provides retrieval, viewing, printing, and management of documents. Concurrent Clients have a minimum connection (lease) time of five (5) minutes. Both the OnBase Client or OnBase Web Client can use this license. | \$967.25   |
| 511210 | Hyland Software, Inc. | CTIPC3 | Concurrent Client  | Provides retrieval, viewing, printing, and management of documents. Concurrent Clients have a minimum connection (lease) time of five (5) minutes. Both the OnBase Client or OnBase Web Client can use this license. | \$806.05   |
| 511210 | Hyland Software, Inc. | CTIPW1 | Workstation Client | Provides retrieval, viewing, printing, and management of documents. The OnBase Web Client cannot use this license.   | \$564.23   |

|            |                          |         |                     |  |             |
|------------|--------------------------|---------|---------------------|--|-------------|
| 51121<br>0 | Hyland<br>Software, Inc. | CTIPW2  | Workstation Client  | Provides retrieval,<br>viewing, printing, and<br>management of<br>documents. The<br>OnBase Web Client<br>cannot use this license.  | \$483.63    |
| 51121<br>0 | Hyland<br>Software, Inc. | CTIPW3  | Workstation Client  | Provides retrieval,<br>viewing, printing, and<br>management of<br>documents. The<br>OnBase Web Client<br>cannot use this license.  | \$403.02    |
| 51121<br>0 | Hyland<br>Software, Inc. | CTIPN1  | Named User Client   | Provides retrieval,<br>viewing, printing, and<br>management of<br>documents for a single<br>named user.Both the<br>OnBase Client or<br>OnBase Web Client can<br>use this license.  | \$564.23    |
| 51121<br>0 | Hyland<br>Software, Inc. | CTIPN2  | Named User Client   | Provides retrieval,<br>viewing, printing, and<br>management of<br>documents for a single<br>named user.Both the<br>OnBase Client or<br>OnBase Web Client can<br>use this license.  | \$483.63    |
| 51121<br>0 | Hyland<br>Software, Inc. | CTIPN3  | Named User Client   | Provides retrieval,<br>viewing, printing, and<br>management of<br>documents for a single<br>named user.Both the<br>OnBase Client or<br>OnBase Web Client can<br>use this license.  | \$403.02    |
| 51121<br>0 | Hyland<br>Software, Inc. | UCSIPI1 | Unity Client Server | Desktop client built on<br>.NET and WPF that<br>provides a<br>customizable user<br>experience to the<br>desktop. Includes<br>Combined Viewer<br>functionality for<br>visualizing, navigating<br>and personalizing large<br>collections of<br>documents, decisions<br>and data all in one<br>place, from one<br>consolidated interface. | \$12,090.68 |



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| 511210 | Hyland Software, Inc. | UBIPW1 | Unity Briefcase | Provides offline access to documents and processes for disconnected, field workforces.   | \$322.42   |
| 511210 | Hyland Software, Inc. | UBIPW2 | Unity Briefcase | Provides offline access to documents and processes for disconnected, field workforces.   | \$282.12   |
| 511210 | Hyland Software, Inc. | UBIPW3 | Unity Briefcase | Provides offline access to documents and processes for disconnected, field workforces.   | \$241.81   |
| 511210 | Hyland Software, Inc. | WTIPW1 | Web Server      | Provides an ActiveX or HTML browser interface to access documents stored in an OnBase database via the Internet, Extranet or corporate Intranet. Each physical Web Server connecting to an OnBase database requires a separate Web Server license. StatusView will not be automatically included with the Web Server. If StatusView functionality is desired for a solution, please include a line item on any order with the code STIPI1 as a 'No Charge' item. | \$8,060.45 |



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| 51121<br>0 | Hyland<br>Software, Inc. | EACIPI1 | External Access Client | <p>Allows an organization to create an external-facing Web portal that provides access to OnBase content and processes to users outside the organization. EAC provides three different levels of functionality: Read Only, Contribute and Full Access. Configuration-based functionality level determines the StatusView portlets available: 1) Read Only: Custom Query, Folders, Envelopes, External Links, HTML; 2) Contribute: DKT, E-Forms, File Upload; 3) Full Access: WF, WF Dashboard, WF Process Statistics, WF Queue Activity, WF Queue Filer, WV Filter and WV Summary. Each successive level inherits the functionality of the prior level. EAC requires a monthly Active-User fee for all users accessing the portal within a given month: 1) Read Only: \$2.00/Active-User/month; 2) Contribute: \$4.00/Active-User/month; 3) Full Access: \$8.00/Active-User/month. A built-in reporting mechanism will relay monthly usage data to Hyland for translation into a monthly billing amount according to the schedule provided.</p> | \$1,612.09 |
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| 51121<br>0 | Hyland Software, Inc. | OMIPW1-IPAD  | Mobile Access for iPad            | Provides the ability to access pending work in Workflow Queues, view the document, view keywords, execute ad-hoc tasks and view, modify and create notes from an iPad   | \$4,030.23 |
| 51121<br>0 | Hyland Software, Inc. | OMIPI1-IPHN  | Mobile Access for iPhone          | Provides the ability to access pending work in Workflow Queues, view the document, view keywords, execute ad-hoc tasks and view, modify and create notes from an iPhone.  | \$4,030.23 |
| 51121<br>0 | Hyland Software, Inc. | OMIPI1-ANDPH | Mobile Access for Android         | Provides the ability to access pending work in Workflow Queues, view the document, view keywords, execute ad-hoc tasks and view, modify and create notes from an Android device.  | \$4,030.23 |
| 51121<br>0 | Hyland Software, Inc. | OMIPI1-WINDO | Mobile Access for Windows         | Provides the ability to access pending work in Workflow Queues, view the document, view keywords, execute ad-hoc tasks and view, modify and create notes from a Windows tablet.   | \$4,030.23 |
| 51121<br>0 | Hyland Software, Inc. | OUTIPI1      | Integration for Microsoft Outlook | Allows a Microsoft Outlook user to interact with an OnBase system through the familiar Outlook client. Provides users the ability to save e-mails and/or any associated attachments by simply dragging the e-mail to the "OnBase" folder. Users can also retrieve documents from the interface. | \$8,060.45 |
| 51121<br>0 | Hyland Software, Inc. | SGIPW1       | Gateway Caching Server            | Enables an organization with distributed locations to manage file caching geographically,   | \$4,030.23 |

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|        |                       |        |                                       | providing increased retrieval times for documents such as PDF, OLE, and CAD drawings at the remote locations.   |             |
| 511210 | Hyland Software, Inc. | OSIPI1 | eCommerce Application                 | Provides the ability to search for and purchase documents from a web interface.   | \$12,090.68 |
| 511210 | Hyland Software, Inc. | GWIP11 | Public Sector Constituency Web Access | Provides constituents of a particular government agency web-based document viewing, and limited Workflow routing. Standard Client functionality will be restricted. This license is only for use by constituents in the public sector market. This license can NOT be used by any employee of any agency or anyone on that agency's internal network. Standard Client licenses must be purchased for agency employees. This license is required for each instance of an OnBase database within the agency. Constituent counts are determined by the most recent official Census results. Hyland reserves the right to increase license fees if the agency's constituent base increases. | \$4.03      |
| 511210 | Hyland Software, Inc. | ELIPI2 | Image-Only Multi-User Server          | Provides utilities, OnBase Configuration, Print Servers, and a License to use the copyrighted OnBase Database in a single instance, multi-user  | \$1,612.09  |

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|        |                       |        |  | environment for only image documents.  |            |
| 511210 | Hyland Software, Inc. | ELIPC2 | Image-Only Concurrent Client           | Provides retrieval, viewing, printing, and management of image documents. Concurrent Clients have a minimum connection (lease) time of five (5) minutes.   | \$483.63   |
| 511210 | Hyland Software, Inc. | ELIPW2 | Image-Only Workstation Client          | Provides retrieval, viewing, printing, and management of image documents. The OnBase Web Client cannot use this license.   | \$241.81   |
| 511210 | Hyland Software, Inc. | ELIPN2 | Image-Only Named User Client           | Provides retrieval, viewing, printing, and management of image documents for a single named user. Both the OnBase Client or OnBase Web Client can use this license.                                  | \$241.81   |
| 511210 | Hyland Software, Inc. | TIIPW1 | Production Document Imaging (TWAIN)    | Scans (digitizes) paper documents using TWAIN compatible devices. Advanced features include bar code recognition, distributed capture and indexing, blank page separation and auto-enabled indexing. | \$4,030.23 |
| 511210 | Hyland Software, Inc. | TIIPW2 | Production Document Imaging (TWAIN)    | Scans (digitizes) paper documents using TWAIN compatible devices. Advanced features include bar code recognition, distributed capture and indexing, blank page separation and auto-enabled indexing. | \$2,418.14 |
| 511210 | Hyland Software, Inc. | TIIPN1 | Prod. Doc. Imaging (TWAIN) (Named Use) | Intended for users within a Citrix or Terminal Services environment. Scans (digitizes) paper documents using   | \$4,030.23 |

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|        |                       |        |  | <p>TWAIN compatible devices. Advanced features include bar code recognition, distributed capture and indexing, blank page separation and auto-enabled indexing.</p>  |            |
| 511210 | Hyland Software, Inc. | TIIPN2 | Prod. Doc. Imaging (TWAIN) (Named Use) | <p>Intended for users within a Citrix or Terminal Services environment. Scans (digitizes) paper documents using TWAIN compatible devices. Advanced features include bar code recognition, distributed capture and indexing, blank page separation and auto-enabled indexing.</p> | \$2,418.14 |
| 511210 | Hyland Software, Inc. | ASIPW1 | Production Document Imaging (ISIS)     | <p>Scans (digitizes) paper documents using ISIS compatible devices. Advanced features include bar code recognition, distributed capture and indexing, blank page separation and auto-enabled indexing.</p>   | \$4,030.23 |
| 511210 | Hyland Software, Inc. | ASIPW2 | Production Document Imaging (ISIS)     | <p>Scans (digitizes) paper documents using ISIS compatible devices. Advanced features include bar code recognition, distributed capture and indexing, blank page separation and auto-enabled indexing.</p>   | \$2,418.14 |
| 511210 | Hyland Software, Inc. | DSIPW1 | Disconnected Scanning                  | <p>Provides users with a robust document capture solution that is used while disconnected from OnBase. Supports Kofax, ISIS, and TWAIN scanning.</p>   | \$4,030.23 |

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| 51121<br>0 | Hyland<br>Software, Inc. | DSIPW2 | Disconnected Scanning                 | Provides users with a robust document capture solution that is used while disconnected from OnBase. Supports Kofax, ISIS, and TWAIN scanning.  | \$2,418.14 |
| 51121<br>0 | Hyland<br>Software, Inc. | AIIPW1 | Desktop Document Imaging              | Scans paper documents using only TWAIN compatible devices.   | \$403.02   |
| 51121<br>0 | Hyland<br>Software, Inc. | AIIPW2 | Desktop Document Imaging              | Scans paper documents using only TWAIN compatible devices.   | \$806.05   |
| 51121<br>0 | Hyland<br>Software, Inc. | AIIPW3 | Desktop Document Imaging              | Scans paper documents using only TWAIN compatible devices.   | \$1,209.07 |
| 51121<br>0 | Hyland<br>Software, Inc. | AIIPN1 | Desktop Document Imaging (Named User) | Intended for users in a Citrix or Terminal Services environment. Scans paper documents using only TWAIN compatible devices.  | \$1,209.07 |
| 51121<br>0 | Hyland<br>Software, Inc. | FOIPW1 | Front Office Scanning Module          | Provides a simple and configurable scanning interface from within the OnBase Client or as a standalone scanning application. In a standalone installation, documents and index data are uploaded to OnBase via a connection to an OnBase Application Server or the OnBase Desktop. Indexing can be performed using Application Enabler (not included), HL7 datasets, or by manual entry. | \$806.05   |

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| 511210 | Hyland Software, Inc. | ESIPW1 | Express Scanning         | Simplifies the task of document scanning for any department. All options, scanner settings, and default index values are pre-designated. Supports any TWAIN, ISIS or Kofax compatible scanner as well as sweep functionality. Documents are imported or sent to a scan queue for further processing. | \$806.05    |
| 511210 | Hyland Software, Inc. | WSIPN1 | Web Scanning Named User  | Provides low-volume, ad-hoc, TWAIN based document scanning capability to the Web Client.   | \$403.02    |
| 511210 | Hyland Software, Inc. | IDCIP1 | Interactive Data Capture | Enhances standard indexing capabilities within the Unity Client Server. After OCR processing, manual indexing can be supplemented with Auto-Complete, Point and Click and Swiping capabilities.  | \$8,060.45  |
| 511210 | Hyland Software, Inc. | IAIPW1 | Advanced Capture         | Enables the automatic classification and indexing of scanned documents. Supports multiple languages and the processing of bi-tonal, grayscale and color images. Enables batch processing and also ad-hoc Automated Indexing from a select list.  | \$20,151.13 |
| 511210 | Hyland Software, Inc. | AZIPW1 | Ad-hoc Advanced Capture  | Enables the automatic classification and indexing of scanned documents. Permits Automated Indexing of an individual document or group of documents from an OnBase select list.   | \$4,030.23  |

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| 511210 | Hyland Software, Inc. | PAP-PER-0001-001K | Intelligent Capture AP Line Item-IPY-001K | Intelligent Capture AP Line Item-IPY-001K | \$1,047.86   |
| 511210 | Hyland Software, Inc. | PAP-PER-0001-005K | Intelligent Capture AP Line Item-IPY-005K | Intelligent Capture AP Line Item-IPY-005K | \$5,078.09   |
| 511210 | Hyland Software, Inc. | PAP-PER-0001-010K | Intelligent Capture AP Line Item-IPY-010K | Intelligent Capture AP Line Item-IPY-010K | \$10,156.17  |
| 511210 | Hyland Software, Inc. | PAP-PER-0001-020K | Intelligent Capture AP Line Item-IPY-020K | Intelligent Capture AP Line Item-IPY-020K | \$20,312.34  |
| 511210 | Hyland Software, Inc. | PAP-PER-0001-050K | Intelligent Capture AP Line Item-IPY-050K | Intelligent Capture AP Line Item-IPY-050K | \$50,700.25  |
| 511210 | Hyland Software, Inc. | PAP-PER-0001-100K | Intelligent Capture AP Line Item-IPY-100K | Intelligent Capture AP Line Item-IPY-100K | \$92,695.21  |
| 511210 | Hyland Software, Inc. | PAP-PER-0001-150K | Intelligent Capture AP Line Item-IPY-150K | Intelligent Capture AP Line Item-IPY-150K | \$127,355.16 |
| 511210 | Hyland Software, Inc. | PAP-PER-0001-250K | Intelligent Capture AP Line Item-IPY-250K | Intelligent Capture AP Line Item-IPY-250K | \$191,838.79 |
| 511210 | Hyland Software, Inc. | PAP-PER-0001-350K | Intelligent Capture AP Line Item-IPY-350K | Intelligent Capture AP Line Item-IPY-350K | \$245,037.78 |
| 511210 | Hyland Software, Inc. | PAP-PER-0001-500K | Intelligent Capture AP Line Item-IPY-500K | Intelligent Capture AP Line Item-IPY-500K | \$317,581.86 |
| 511210 | Hyland Software, Inc. | PAP-PER-0001-001M | Intelligent Capture AP Line Item-IPY-001M | Intelligent Capture AP Line Item-IPY-001M | \$485,239.29 |

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| 511210 | Hyland Software, Inc. | PAP-PER-0001-002M | Intelligent Capture AP Line Item-IPY-002M | Intelligent Capture AP Line Item-IPY-002M | \$969,672.54   |
| 511210 | Hyland Software, Inc. | PAP-PER-0001-005M | Intelligent Capture AP Line Item-IPY-005M | Intelligent Capture AP Line Item-IPY-005M | \$2,424,584.38 |
| 511210 | Hyland Software, Inc. | PAP-PER-0002-001K | Intelligent Capture AP Hdr/Ftr-IPY-001K   | Intelligent Capture AP Hdr/Ftr-IPY-001K   | \$483.63       |
| 511210 | Hyland Software, Inc. | PAP-PER-0002-005K | Intelligent Capture AP Hdr/Ftr-IPY-005K   | Intelligent Capture AP Hdr/Ftr-IPY-005K   | \$2,337.53     |
| 511210 | Hyland Software, Inc. | PAP-PER-0002-010K | Intelligent Capture AP Hdr/Ftr-IPY-010K   | Intelligent Capture AP Hdr/Ftr-IPY-010K   | \$4,594.46     |
| 511210 | Hyland Software, Inc. | PAP-PER-0002-020K | Intelligent Capture AP Hdr/Ftr-IPY-020K   | Intelligent Capture AP Hdr/Ftr-IPY-020K   | \$9,188.92     |
| 511210 | Hyland Software, Inc. | PAP-PER-0002-050K | Intelligent Capture AP Hdr/Ftr-IPY-050K   | Intelligent Capture AP Hdr/Ftr-IPY-050K   | \$22,972.29    |
| 511210 | Hyland Software, Inc. | PAP-PER-0002-100K | Intelligent Capture AP Hdr/Ftr-IPY-100K   | Intelligent Capture AP Hdr/Ftr-IPY-100K   | \$42,720.40    |
| 511210 | Hyland Software, Inc. | PAP-PER-0002-150K | Intelligent Capture AP Hdr/Ftr-IPY-150K   | Intelligent Capture AP Hdr/Ftr-IPY-150K   | \$58,841.31    |
| 511210 | Hyland Software, Inc. | PAP-PER-0002-250K | Intelligent Capture AP Hdr/Ftr-IPY-250K   | Intelligent Capture AP Hdr/Ftr-IPY-250K   | \$90,277.08    |
| 511210 | Hyland Software, Inc. | PAP-PER-0002-350K | Intelligent Capture AP Hdr/Ftr-IPY-350K   | Intelligent Capture AP Hdr/Ftr-IPY-350K   | \$115,264.48   |

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| 511210 | Hyland Software, Inc. | PAP-PER-0002-500K | Intelligent Capture AP Hdr/Ftr-IPY-500K   | Intelligent Capture AP Hdr/Ftr-IPY-500K   | \$150,730.48   |
| 511210 | Hyland Software, Inc. | PAP-PER-0002-001M | Intelligent Capture AP Hdr/Ftr-IPY-001M   | Intelligent Capture AP Hdr/Ftr-IPY-001M   | \$236,171.28   |
| 511210 | Hyland Software, Inc. | PAP-PER-0002-002M | Intelligent Capture AP Hdr/Ftr-IPY-002M   | Intelligent Capture AP Hdr/Ftr-IPY-002M   | \$472,342.57   |
| 511210 | Hyland Software, Inc. | PAP-PER-0002-005M | Intelligent Capture AP Hdr/Ftr-IPY-005M   | Intelligent Capture AP Hdr/Ftr-IPY-005M   | \$1,181,662.47 |
| 511210 | Hyland Software, Inc. | PIC-PER-0053-001K | Intelligent Capture Table Extraction-001K | Intelligent Capture Table Extraction-001K | \$322.42       |
| 511210 | Hyland Software, Inc. | PIC-PER-0053-005K | Intelligent Capture Table Extraction-005K | Intelligent Capture Table Extraction-005K | \$1,531.49     |
| 511210 | Hyland Software, Inc. | PIC-PER-0053-010K | Intelligent Capture Table Extraction-010K | Intelligent Capture Table Extraction-010K | \$3,062.97     |
| 511210 | Hyland Software, Inc. | PIC-PER-0053-020K | Intelligent Capture Table Extraction-020K | Intelligent Capture Table Extraction-020K | \$6,125.94     |
| 511210 | Hyland Software, Inc. | PIC-PER-0053-050K | Intelligent Capture Table Extraction-050K | Intelligent Capture Table Extraction-050K | \$15,314.86    |
| 511210 | Hyland Software, Inc. | PIC-PER-0053-100K | Intelligent Capture Table Extraction-100K | Intelligent Capture Table Extraction-100K | \$28,211.59    |
| 511210 | Hyland Software, Inc. | PIC-PER-0053-150K | Intelligent Capture Table Extraction-150K | Intelligent Capture Table Extraction-150K | \$39,496.22    |

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| 511210 | Hyland Software, Inc. | PIC-PER-0053-250K | Intelligent Capture Table Extraction-250K  | Intelligent Capture Table Extraction-250K  | \$59,647.36  |
| 511210 | Hyland Software, Inc. | PIC-PER-0053-350K | Intelligent Capture Table Extraction-350K  | Intelligent Capture Table Extraction-350K  | \$76,574.31  |
| 511210 | Hyland Software, Inc. | PIC-PER-0053-500K | Intelligent Capture Table Extraction-500K  | Intelligent Capture Table Extraction-500K  | \$100,755.67 |
| 511210 | Hyland Software, Inc. | PIC-PER-0053-001M | Intelligent Capture Table Extraction-001M  | Intelligent Capture Table Extraction-001M  | \$157,178.84 |
| 511210 | Hyland Software, Inc. | PIC-PER-0053-002M | Intelligent Capture Table Extraction-002M  | Intelligent Capture Table Extraction-002M  | \$315,163.73 |
| 511210 | Hyland Software, Inc. | PIC-PER-0053-005M | Intelligent Capture Table Extraction-005M  | Intelligent Capture Table Extraction-005M  | \$787,506.30 |
| 511210 | Hyland Software, Inc. | PIC-PER-0054-001K | Intelligent Capture Summary Data Only-001K | Intelligent Capture Summary Data Only-001K | \$241.81     |
| 511210 | Hyland Software, Inc. | PIC-PER-0054-005K | Intelligent Capture Summary Data Only-005K | Intelligent Capture Summary Data Only-005K | \$1,128.46   |
| 511210 | Hyland Software, Inc. | PIC-PER-0054-010K | Intelligent Capture Summary Data Only-010K | Intelligent Capture Summary Data Only-010K | \$2,256.93   |
| 511210 | Hyland Software, Inc. | PIC-PER-0054-020K | Intelligent Capture Summary Data Only-020K | Intelligent Capture Summary Data Only-020K | \$4,513.85   |
| 511210 | Hyland Software, Inc. | PIC-PER-0054-050K | Intelligent Capture Summary Data Only-050K | Intelligent Capture Summary Data Only-050K | \$11,284.63  |

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| 511210 | Hyland Software, Inc. | PIC-PER-0054-100K | Intelligent Capture Summary Data Only-100K | Intelligent Capture Summary Data Only-100K | \$20,957.18  |
| 511210 | Hyland Software, Inc. | PIC-PER-0054-150K | Intelligent Capture Summary Data Only-150K | Intelligent Capture Summary Data Only-150K | \$28,211.59  |
| 511210 | Hyland Software, Inc. | PIC-PER-0054-250K | Intelligent Capture Summary Data Only-250K | Intelligent Capture Summary Data Only-250K | \$42,720.40  |
| 511210 | Hyland Software, Inc. | PIC-PER-0054-350K | Intelligent Capture Summary Data Only-350K | Intelligent Capture Summary Data Only-350K | \$54,005.04  |
| 511210 | Hyland Software, Inc. | PIC-PER-0054-500K | Intelligent Capture Summary Data Only-500K | Intelligent Capture Summary Data Only-500K | \$70,125.94  |
| 511210 | Hyland Software, Inc. | PIC-PER-0054-001M | Intelligent Capture Summary Data Only-001M | Intelligent Capture Summary Data Only-001M | \$108,010.08 |
| 511210 | Hyland Software, Inc. | PIC-PER-0054-002M | Intelligent Capture Summary Data Only-002M | Intelligent Capture Summary Data Only-002M | \$215,214.11 |
| 511210 | Hyland Software, Inc. | PIC-PER-0054-005M | Intelligent Capture Summary Data Only-005M | Intelligent Capture Summary Data Only-005M | \$539,244.33 |
| 511210 | Hyland Software, Inc. | PIC-PER-0062-001K | Intelligent Capture Structured Form-001K   | Intelligent Capture Structured Form-001K   | \$80.60      |
| 511210 | Hyland Software, Inc. | PIC-PER-0062-005K | Intelligent Capture Structured Form-005K   | Intelligent Capture Structured Form-005K   | \$564.23     |
| 511210 | Hyland Software, Inc. | PIC-PER-0062-010K | Intelligent Capture Structured Form-010K   | Intelligent Capture Structured Form-010K   | \$1,128.46   |

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| 511210 | Hyland Software, Inc. | PIC-PER-0062-020K | Intelligent Capture Structured Form-020K     | Intelligent Capture Structured Form-020K     | \$2,256.93   |
| 511210 | Hyland Software, Inc. | PIC-PER-0062-050K | Intelligent Capture Structured Form-050K     | Intelligent Capture Structured Form-050K     | \$5,722.92   |
| 511210 | Hyland Software, Inc. | PIC-PER-0062-100K | Intelligent Capture Structured Form-100K     | Intelligent Capture Structured Form-100K     | \$10,478.59  |
| 511210 | Hyland Software, Inc. | PIC-PER-0062-150K | Intelligent Capture Structured Form-150K     | Intelligent Capture Structured Form-150K     | \$14,508.82  |
| 511210 | Hyland Software, Inc. | PIC-PER-0062-250K | Intelligent Capture Structured Form-250K     | Intelligent Capture Structured Form-250K     | \$22,569.27  |
| 511210 | Hyland Software, Inc. | PIC-PER-0062-350K | Intelligent Capture Structured Form-350K     | Intelligent Capture Structured Form-350K     | \$28,211.59  |
| 511210 | Hyland Software, Inc. | PIC-PER-0062-500K | Intelligent Capture Structured Form-500K     | Intelligent Capture Structured Form-500K     | \$37,078.09  |
| 511210 | Hyland Software, Inc. | PIC-PER-0062-001M | Intelligent Capture Structured Form-001M     | Intelligent Capture Structured Form-001M     | \$58,841.31  |
| 511210 | Hyland Software, Inc. | PIC-PER-0062-002M | Intelligent Capture Structured Form-002M     | Intelligent Capture Structured Form-002M     | \$116,876.57 |
| 511210 | Hyland Software, Inc. | PIC-PER-0062-005M | Intelligent Capture Structured Form-005M     | Intelligent Capture Structured Form-005M     | \$292,594.46 |
| 511210 | Hyland Software, Inc. | PIC-PER-0063-001K | Intelligent Capture Classification Only-001K | Intelligent Capture Classification Only-001K | \$80.60      |

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| 511210 | Hyland Software, Inc. | PIC-PER-0063-005K | Intelligent Capture Classification Only-005K | Intelligent Capture Classification Only-005K | \$564.23     |
| 511210 | Hyland Software, Inc. | PIC-PER-0063-010K | Intelligent Capture Classification Only-010K | Intelligent Capture Classification Only-010K | \$1,128.46   |
| 511210 | Hyland Software, Inc. | PIC-PER-0063-020K | Intelligent Capture Classification Only-020K | Intelligent Capture Classification Only-020K | \$2,256.93   |
| 511210 | Hyland Software, Inc. | PIC-PER-0063-050K | Intelligent Capture Classification Only-050K | Intelligent Capture Classification Only-050K | \$5,722.92   |
| 511210 | Hyland Software, Inc. | PIC-PER-0063-100K | Intelligent Capture Classification Only-100K | Intelligent Capture Classification Only-100K | \$10,478.59  |
| 511210 | Hyland Software, Inc. | PIC-PER-0063-150K | Intelligent Capture Classification Only-150K | Intelligent Capture Classification Only-150K | \$14,508.82  |
| 511210 | Hyland Software, Inc. | PIC-PER-0063-250K | Intelligent Capture Classification Only-250K | Intelligent Capture Classification Only-250K | \$22,569.27  |
| 511210 | Hyland Software, Inc. | PIC-PER-0063-350K | Intelligent Capture Classification Only-350K | Intelligent Capture Classification Only-350K | \$28,211.59  |
| 511210 | Hyland Software, Inc. | PIC-PER-0063-500K | Intelligent Capture Classification Only-500K | Intelligent Capture Classification Only-500K | \$37,078.09  |
| 511210 | Hyland Software, Inc. | PIC-PER-0063-001M | Intelligent Capture Classification Only-001M | Intelligent Capture Classification Only-001M | \$58,841.31  |
| 511210 | Hyland Software, Inc. | PIC-PER-0063-002M | Intelligent Capture Classification Only-002M | Intelligent Capture Classification Only-002M | \$116,876.57 |

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| 511210 | Hyland Software, Inc. | PIC-PER-0063-005M | Intelligent Capture Classification Only-005M      | Intelligent Capture Classification Only-005M      | \$292,594.46 |
| 511210 | Hyland Software, Inc. | PIC-PER-0011-0001 | Additional Verifier License                       | Additional Verifier License                       | \$1,059.95   |
| 511210 | Hyland Software, Inc. | PIC-PER-0012-0001 | Visibility Reporting System with 2 Report Engines | Visibility Reporting System with 2 Report Engines | \$15,568.77  |
| 511210 | Hyland Software, Inc. | PIC-PER-0013-0001 | Visibility Reporting System with 4 Report Engines | Visibility Reporting System with 4 Report Engines | \$25,946.60  |
| 511210 | Hyland Software, Inc. | PIC-PER-0014-SWAD | Additional Intelligent Capture Test Environment   | Additional Intelligent Capture Test Environment   | \$12,453.40  |
| 511210 | Hyland Software, Inc. | PAP-PER-0040-001K | Intelligent Capture AP Line Item-PPY-001K         | Intelligent Capture AP Line Item-PPY-001K         | \$644.84     |
| 511210 | Hyland Software, Inc. | PAP-PER-0040-005K | Intelligent Capture AP Line Item-PPY-005K         | Intelligent Capture AP Line Item-PPY-005K         | \$3,385.39   |
| 511210 | Hyland Software, Inc. | PAP-PER-0040-010K | Intelligent Capture AP Line Item-PPY-010K         | Intelligent Capture AP Line Item-PPY-010K         | \$6,770.78   |
| 511210 | Hyland Software, Inc. | PAP-PER-0040-020K | Intelligent Capture AP Line Item-PPY-020K         | Intelligent Capture AP Line Item-PPY-020K         | \$13,541.56  |
| 511210 | Hyland Software, Inc. | PAP-PER-0040-050K | Intelligent Capture AP Line Item-PPY-050K         | Intelligent Capture AP Line Item-PPY-050K         | \$33,853.90  |
| 511210 | Hyland Software, Inc. | PAP-PER-0040-100K | Intelligent Capture AP Line Item-PPY-100K         | Intelligent Capture AP Line Item-PPY-100K         | \$62,065.49  |

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| 511210 | Hyland Software, Inc. | PAP-PER-0040-150K | Intelligent Capture AP Line Item-PPY-150K | Intelligent Capture AP Line Item-PPY-150K | \$84,634.76    |
| 511210 | Hyland Software, Inc. | PAP-PER-0040-250K | Intelligent Capture AP Line Item-PPY-250K | Intelligent Capture AP Line Item-PPY-250K | \$128,161.21   |
| 511210 | Hyland Software, Inc. | PAP-PER-0040-350K | Intelligent Capture AP Line Item-PPY-350K | Intelligent Capture AP Line Item-PPY-350K | \$162,821.16   |
| 511210 | Hyland Software, Inc. | PAP-PER-0040-500K | Intelligent Capture AP Line Item-PPY-500K | Intelligent Capture AP Line Item-PPY-500K | \$211,183.88   |
| 511210 | Hyland Software, Inc. | PAP-PER-0040-001M | Intelligent Capture AP Line Item-PPY-001M | Intelligent Capture AP Line Item-PPY-001M | \$323,224.18   |
| 511210 | Hyland Software, Inc. | PAP-PER-0040-002M | Intelligent Capture AP Line Item-PPY-002M | Intelligent Capture AP Line Item-PPY-002M | \$646,448.36   |
| 511210 | Hyland Software, Inc. | PAP-PER-0040-005M | Intelligent Capture AP Line Item-PPY-005M | Intelligent Capture AP Line Item-PPY-005M | \$1,616,926.95 |
| 511210 | Hyland Software, Inc. | PAP-PER-0042-001K | Intelligent Capture AP Hdr/Ftr-PPY-001K   | Intelligent Capture AP Hdr/Ftr-PPY-001K   | \$322.42       |
| 511210 | Hyland Software, Inc. | PAP-PER-0042-005K | Intelligent Capture AP Hdr/Ftr-PPY-005K   | Intelligent Capture AP Hdr/Ftr-PPY-005K   | \$1,531.49     |
| 511210 | Hyland Software, Inc. | PAP-PER-0042-010K | Intelligent Capture AP Hdr/Ftr-PPY-010K   | Intelligent Capture AP Hdr/Ftr-PPY-010K   | \$3,062.97     |
| 511210 | Hyland Software, Inc. | PAP-PER-0042-020K | Intelligent Capture AP Hdr/Ftr-PPY-020K   | Intelligent Capture AP Hdr/Ftr-PPY-020K   | \$6,125.94     |

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| 511210 | Hyland Software, Inc. | PAP-PER-0042-050K | Intelligent Capture AP Hdr/Ftr-PPY-050K | Intelligent Capture AP Hdr/Ftr-PPY-050K   | \$15,314.86  |
| 511210 | Hyland Software, Inc. | PAP-PER-0042-100K | Intelligent Capture AP Hdr/Ftr-PPY-100K | Intelligent Capture AP Hdr/Ftr-PPY-100K   | \$28,211.59  |
| 511210 | Hyland Software, Inc. | PAP-PER-0042-150K | Intelligent Capture AP Hdr/Ftr-PPY-150K | Intelligent Capture AP Hdr/Ftr-PPY-150K   | \$39,496.22  |
| 511210 | Hyland Software, Inc. | PAP-PER-0042-250K | Intelligent Capture AP Hdr/Ftr-PPY-250K | Intelligent Capture AP Hdr/Ftr-PPY-250K   | \$59,647.36  |
| 511210 | Hyland Software, Inc. | PAP-PER-0042-350K | Intelligent Capture AP Hdr/Ftr-PPY-350K | Intelligent Capture AP Hdr/Ftr-PPY-350K   | \$76,574.31  |
| 511210 | Hyland Software, Inc. | PAP-PER-0042-500K | Intelligent Capture AP Hdr/Ftr-PPY-500K | Intelligent Capture AP Hdr/Ftr-PPY-500K   | \$100,755.67 |
| 511210 | Hyland Software, Inc. | PAP-PER-0042-001M | Intelligent Capture AP Hdr/Ftr-PPY-001M | Intelligent Capture AP Hdr/Ftr-PPY-001M   | \$157,178.84 |
| 511210 | Hyland Software, Inc. | PAP-PER-0042-002M | Intelligent Capture AP Hdr/Ftr-PPY-002M | Intelligent Capture AP Hdr/Ftr-PPY-002M   | \$315,163.73 |
| 511210 | Hyland Software, Inc. | PAP-PER-0042-005M | Intelligent Capture AP Hdr/Ftr-PPY-005M | Intelligent Capture AP Hdr/Ftr-PPY-005M   | \$787,506.30 |
| 511210 | Hyland Software, Inc. | ARIPW1            | Automated Redaction                     | Utilizes OCR character and pattern analysis or configured templates to evaluate document contents for information or areas on the document that need to be obscured and made unreadable. Documents are placed | \$16,120.91  |

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|        |                       |        |                             | for review before being permanently redacted so that private or confidential information cannot be viewed on the image documents.  |            |
| 511210 | Hyland Software, Inc. | BSIPW1 | Bar Code Recognition Server | Enables centralized bar code recognition, by allowing a single workstation to perform bar code processing on image batches that were scanned at many scanning workstations.  | \$4,030.23 |
| 511210 | Hyland Software, Inc. | BCIPI1 | Bar Code Generator          | Generates 3-of-9 bar code sheets from manual keyword 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 Bar Code 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 bar code sheet with the Document Type and Keywords encoded on it. | \$1,612.09 |
| 511210 | Hyland Software, Inc. | MTIPI1 | Merchant Capture            | Enables corporate and/or public sector organizations to benefit from The Check Clearing for the 21st Century Act (Check 21), in conjunction with their depository financial institution, by  | \$8,060.45 |

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|        |                       |        |                           | automating the paper-based, physical deposit process.  |             |
| 511210 | Hyland Software, Inc. | EBIP1  | Image Segment Archiver    | Provides the ability to divide an image in a scan queue into multiple OnBase documents by allowing the user to select sections of the image and archive each selected section to a separate OnBase document.               | \$3,224.18  |
| 511210 | Hyland Software, Inc. | PTIPC1 | Virtual Print Driver      | Provides a method to capture, index and store the print stream from any printable application and store the information as a TIFF image within the OnBase document repository. This is a single instance license.          | \$4,030.23  |
| 511210 | Hyland Software, Inc. | CLIPW1 | COLD / ERM                | Processes, indexes, and stores host/legacy application generated text files. Supports ASCII, PCL, AFP, PDF and DJDE natively.  | \$8,060.45  |
| 511210 | Hyland Software, Inc. | ACIPW1 | Advanced COLD / ERM       | Processes, indexes, and stores host/legacy application generated text files. Supports ASCII, PCL, AFP and DJDE natively. Uses multi-threaded technology with specific hardware requirements to maximize processing speeds. | \$28,211.59 |
| 511210 | Hyland Software, Inc. | DPIPW1 | Document Import Processor | Imports documents (scanned or other) and their respective index information. This module is often used in conjunction with third party forms processing  | \$4,030.23  |

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|        |                       |        |                                     | software as well as data conversion utilities.   |             |
| 511210 | Hyland Software, Inc. | ADIPW1 | Advanced Document Import Processor  | Imports documents (scanned or other) and their respective index information. This module is often used in conjunction with third party forms processing software as well as data conversions utilities. Uses multi-threaded technology with specific hardware requirements to maximize processing speeds.                          | \$16,120.91 |
| 511210 | Hyland Software, Inc. | TYIPI1 | Directory Import Processor          | Allows users to import documents residing in a network directory structure. The processor uses a configurable XML file to determine the document types and keyword values for the documents residing in the process directories. Could be utilized to archive documents that are scanned by a MFP device into network directories. | \$4,030.23  |
| 511210 | Hyland Software, Inc. | DXIPW1 | XML Index Document Import Processor | Imports documents (scanned or other) and their respective index information via an XML Index file.   | \$4,030.23  |
| 511210 | Hyland Software, Inc. | XMIPW1 | XML Tag Import Processor            | Processes, indexes, and stores XML format files.   | \$5,642.32  |
| 511210 | Hyland Software, Inc. | RPIPW1 | Remittance Processor                | Provides the ability to identify remittance information (check images, remittance slips, and financial information) from a   | \$16,120.91 |

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|--------|-----------------------|--------|------------------|--|------------|
|        |                       |        |                  | remittance text file and store the information within the OnBase document repository.  |            |
| 511210 | Hyland Software, Inc. | PCIPW1 | PCL Input Filter | Works in conjunction with OnBase COLD / ERM to process and store PCL data streams, enabling stored documents to retain original formatting features.   | \$2,418.14 |
| 511210 | Hyland Software, Inc. | AFIPW1 | AFP Input Filter | Works in conjunction with OnBase COLD / ERM to process and store AFP data streams, enabling stored documents to retain original formatting features.   | \$8,060.45 |
| 511210 | Hyland Software, Inc. | PIIPW1 | PDF Input Filter | Processes, indexes, and stores PDF documents. Allows for the extraction of index data from the PDF. Allows for the option of converting and storing the PDF as a TIFF (multi-page TIFF when applicable). Due to the variety of PDF formats, Hyland Software must verify that a PDF document can be processed prior to selling this module. Please make no assumptions. | \$6,045.34 |
| 511210 | Hyland Software, Inc. | SSIPW1 | Mailbox Importer | Allows configuration of OnBase to automatically import new messages from an email server that supports the IMAP or POP3 protocol. Through the definition of conditions and rules, email messages become documents and each document is   | \$8,060.45 |

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|        |                       |           |   | associated with a Document Type.  |            |
| 511210 | Hyland Software, Inc. | MAIPI1    | Archive Services - Microsoft SharePoint | Allows users to archive documents from SharePoint document libraries to OnBase. Archival can be ad-hoc, event-driven, or scheduled based on pre-defined rules.  | \$4,030.23 |
| 511210 | Hyland Software, Inc. | FOIPI1    | 132 Column Font                         | Provides the ability to view a complete 132-character wide COLD report in 800 x 600 screen resolution without having to scroll right and left to find the information.  | \$1,612.09 |
| 511210 | Hyland Software, Inc. | FOIPI2    | 132 Column Font                         | Provides the ability to view a complete 132-character wide COLD report in 800 x 600 screen resolution without having to scroll right and left to find the information.  | \$4,030.23 |
| 511210 | Hyland Software, Inc. | FSIPI1-BF | Integration for Biscom FAXCOM           | Provides the ability to specify how fax documents are configured for automatic import into OnBase upon receipt at the FAXCOM Server.  | \$4,836.27 |
| 511210 | Hyland Software, Inc. | ECIPW1    | Integration for eCopy ShareScan OP      | Enables an organization to use a choice of supported eCopy networked scanners or digital copiers to capture document images from eCopy ShareScan OP and route them directly into the OnBase system. Contact eCopy for the most current list of supported devices. | \$967.25   |

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| 511210 | Hyland Software, Inc. | EEIPI1 | Enterprise Integration - eCopy ShareScan | Integration for eCopy Site License  | \$40,302.27 |
| 511210 | Hyland Software, Inc. | HPIPW1 | Integration for HP Connect               | Enables an organization to use a choice of supported HP MFP devices to capture document images and route them directly into the OnBase system. Contact HP for the most current list of supported devices. | \$322.42    |
| 511210 | Hyland Software, Inc. | HPIPW2 | Integration for HP Connect               | Enables an organization to use a choice of supported HP MFP devices to capture document images and route them directly into the OnBase system. Contact HP for the most current list of supported devices. | \$282.12    |
| 511210 | Hyland Software, Inc. | HPIPW3 | Integration for HP Connect               | Enables an organization to use a choice of supported HP MFP devices to capture document images and route them directly into the OnBase system. Contact HP for the most current list of supported devices. | \$241.81    |
| 511210 | Hyland Software, Inc. | HPIPW4 | Integration for HP Connect               | Enables an organization to use a choice of supported HP MFP devices to capture document images and route them directly into the OnBase system. Contact HP for the most current list of supported devices. | \$201.51    |
| 511210 | Hyland Software, Inc. | HPIPWE | Intg. - HP Connect Enterprise License    | Enables an organization to use a choice of supported HP MFP devices to capture document images and route them directly into the OnBase system.  | \$40,302.27 |

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|        |                       |        |   | Contact HP for the most current list of supported devices.  |             |
| 511210 | Hyland Software, Inc. | OSIPW1 | Integration for Sharp MFP 1-10 Devices  | Enables an organization to use a choice of supported Sharp MFP devices to capture document images and route them directly into the OnBase system. Contact Sharp for the most current list of supported devices.         | \$322.42    |
| 511210 | Hyland Software, Inc. | OSIPW2 | Integration for Sharp MFP 11-50 Devices | Enables an organization to use a choice of supported Sharp MFP devices to capture document images and route them directly into the OnBase system. Contact Sharp for the most current list of supported devices.         | \$241.81    |
| 511210 | Hyland Software, Inc. | OSIPW3 | Integration for Sharp MFP Unlimited     | Enables an organization to use a choice of supported Sharp MFP devices to capture document images and route them directly into the OnBase system. Contact Sharp for the most current list of supported devices.         | \$20,151.13 |
| 511210 | Hyland Software, Inc. | CUIPW1 | Integration for Canon uniFLOW           | Enables an organization to use a choice of supported Canon uniFLOW MFP devices to capture document images and route them directly into the OnBase system. Contact Canon for the most current list of supported devices. | \$322.42    |
| 511210 | Hyland Software, Inc. | CUIPW2 | Integration for Canon uniFLOW           | Enables an organization to use a choice of supported Canon uniFLOW MFP devices to capture document images and route them  | \$241.81    |

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|        |                       |        |                                   | directly into the OnBase system. Contact Canon for the most current list of supported devices.   |             |
| 511210 | Hyland Software, Inc. | CUIPWE | Integration for Canon uniFLOW     | Enables an organization to use a choice of supported Canon uniFLOW MFP devices to capture document images and route them directly into the OnBase system. Contact Canon for the most current list of supported devices.  | \$20,151.13 |
| 511210 | Hyland Software, Inc. | XRIPW1 | Integration for Xerox MFP         | Enables an organization to use a choice of supported Xerox MFP devices to capture document images and route them directly into the OnBase system. Contact your Xerox representative for the most current list of supported devices and additional components required for this solution. | \$161.21    |
| 511210 | Hyland Software, Inc. | KCIPW1 | Integration for KYOCERA           | Enables an organization to use a choice of supported KYOCERA MFP devices to capture document images and route them directly into the OnBase system. Contact KYOCERA for the most current list of supported devices.  | \$161.21    |
| 511210 | Hyland Software, Inc. | KMIPW1 | Intg. - KM bizhub Marketplace MFP | Enables an organization to use a choice of supported Konica Minolta devices to capture document images and route them directly into the OnBase system. Contact Konica Minolta for the most current list of supported devices.  | \$161.21    |

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| 51121<br>0 | Hyland<br>Software, Inc. | KDIPW1 | Intg. - KM Dispatcher<br>Phoenix        | Provides the ability to archive documents into OnBase from any networked Dispatcher Phoenix enabled multifunction scan device. Enables a user to assign documents into OnBase Document Types, assign OnBase Keywords and route the documents to the OnBase system. | \$604.53   |
| 51121<br>0 | Hyland<br>Software, Inc. | ELIPI1 | COLD / ERM - Only Multi-<br>User Server | Provides utilities, OnBase Configuration, Basic Text Search and Print Servers, and a License to use the copyrighted OnBase Database in a single instance, multi-user environment for only COLD (text) documents.   | \$1,612.09 |
| 51121<br>0 | Hyland<br>Software, Inc. | ELIPC1 | COLD / ERM - Only<br>Concurrent Client  | Provides retrieval, viewing, printing, and management of COLD documents. Concurrent Clients have a minimum connection (lease) time of five (5) minutes. Both the OnBase Client or OnBase Web Client can use this license.  | \$483.63   |
| 51121<br>0 | Hyland<br>Software, Inc. | ELIPW1 | COLD / ERM - Only<br>Workstation Client | Provides retrieval, viewing, printing, and management of documents. The OnBase Web Client cannot use this license.   | \$241.81   |
| 51121<br>0 | Hyland<br>Software, Inc. | ELIPN1 | COLD / ERM - Only<br>Named User Client  | Provides retrieval, viewing, printing, and management of documents for a single named user. Both the OnBase Client or OnBase Web Client can use this license.  | \$241.81   |

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| 51121<br>0 | Hyland<br>Software, Inc. | DIIPW1 | Production Document<br>Imaging Kofax/TWAIN | Scans (digitizes) paper documents using Kofax or TWAIN compatible devices. Advanced features include distributed capture and indexing, image enhancement, bar code recognition (Kofax), blank page separation and auto-enabled indexing.   | \$4,030.23 |
| 51121<br>0 | Hyland<br>Software, Inc. | DIIPW2 | Production Document<br>Imaging Kofax/TWAIN | Scans (digitizes) paper documents using Kofax or TWAIN compatible devices. Advanced features include distributed capture and indexing, image enhancement, bar code recognition (Kofax), blank page separation and auto-enabled indexing.   | \$2,418.14 |
| 51121<br>0 | Hyland<br>Software, Inc. | WLIPC1 | Workflow Concurrent<br>Client SL           | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms. | \$1,773.30 |
| 51121<br>0 | Hyland<br>Software, Inc. | WLIPC2 | Workflow Concurrent<br>Client SL           | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work  | \$1,450.88 |

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|        |                       |        |                               | and complete tasks on documents. Includes E-Forms.   |            |
| 511210 | Hyland Software, Inc. | WLIPC3 | Workflow Concurrent Client SL | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms. | \$1,289.67 |
| 511210 | Hyland Software, Inc. | WLIPC4 | Workflow Concurrent Client SL | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms. | \$1,128.46 |
| 511210 | Hyland Software, Inc. | WLIPC5 | Workflow Concurrent Client SL | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on                              | \$967.25   |

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|        |                       |        |                                | documents. Includes E-Forms.   |            |
| 511210 | Hyland Software, Inc. | WLIPC6 | Workflow Concurrent Client SL  | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms. | \$886.65   |
| 511210 | Hyland Software, Inc. | WLIPW1 | Workflow Workstation Client SL | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms. | \$1,128.46 |
| 511210 | Hyland Software, Inc. | WLIPW2 | Workflow Workstation Client SL | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on                              | \$886.65   |

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|        |                       |        |                                | documents. Includes E-Forms.   |          |
| 511210 | Hyland Software, Inc. | WLIPW3 | Workflow Workstation Client SL | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms. | \$725.44 |
| 511210 | Hyland Software, Inc. | WLIPW4 | Workflow Workstation Client SL | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms. | \$644.84 |
| 511210 | Hyland Software, Inc. | WLIPW5 | Workflow Workstation Client SL | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on                              | \$564.23 |

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|        |                       |        |                                | documents. Includes E-Forms.   |            |
| 511210 | Hyland Software, Inc. | WLIPW6 | Workflow Workstation Client SL | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms. | \$483.63   |
| 511210 | Hyland Software, Inc. | WLIPN1 | Workflow Named User Client SL  | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms. | \$1,128.46 |
| 511210 | Hyland Software, Inc. | WLIPN2 | Workflow Named User Client SL  | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on                              | \$886.65   |

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|        |                       |        |                               | documents. Includes E-Forms.   |          |
| 511210 | Hyland Software, Inc. | WLIPN3 | Workflow Named User Client SL | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms. | \$725.44 |
| 511210 | Hyland Software, Inc. | WLIPN4 | Workflow Named User Client SL | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms. | \$644.84 |
| 511210 | Hyland Software, Inc. | WLIPN5 | Workflow Named User Client SL | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on                              | \$564.23 |

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|--------|-----------------------|---------|-----------------------------------|--|-------------|
|        |                       |         |                                   | documents. Includes E-Forms.   |             |
| 511210 | Hyland Software, Inc. | WLIPN6  | Workflow Named User Client SL     | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms. | \$483.63    |
| 511210 | Hyland Software, Inc. | WAIPI1  | Workflow Approval Management      | Allows business users to configure required approvals, create business rules to evaluate documents and assign approvers in the Unity Client for any OnBase Workflow process. Approval hierarchies from existing business systems can also be leveraged to automatically manage approval assignments.                     | \$16,120.91 |
| 511210 | Hyland Software, Inc. | OSHIPI1 | OnBase Interaction with ShareBase | Allows for automating the creation and sharing of documents and folders in ShareBase by leveraging OnBase Workflow. With the interaction license, users can execute configured Workflow tasks in OnBase to add OnBase documents to ShareBase, create or delete ShareBase   | \$4,030.23  |

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|--------|-----------------------|--------|-------------------------------|---|------------|
|        |                       |        |                               | folders, and create links to ShareBase folders that can be shared with non-ShareBase users.   |            |
| 511210 | Hyland Software, Inc. | VLIPC1 | WorkView Concurrent Client SL | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views. | \$1,209.07 |
| 511210 | Hyland Software, Inc. | VLIPC2 | WorkView Concurrent Client SL | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views. | \$1,047.86 |
| 511210 | Hyland Software, Inc. | VLIPC3 | WorkView Concurrent Client SL | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views. | \$967.25   |

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| 51121<br>0 | Hyland<br>Software, Inc. | VLIPC4 | WorkView Concurrent<br>Client SL  | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views. | \$886.65 |
| 51121<br>0 | Hyland<br>Software, Inc. | VLIPC5 | WorkView Concurrent<br>Client SL  | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views. | \$806.05 |
| 51121<br>0 | Hyland<br>Software, Inc. | VLIPC6 | WorkView Concurrent<br>Client SL  | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views. | \$725.44 |
| 51121<br>0 | Hyland<br>Software, Inc. | VLIPW1 | WorkView Workstation<br>Client SL | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to   | \$725.44 |

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|        |                       |        |                                | issues. Configuration tool allows user to define custom database tables, screens and views.   |          |
| 511210 | Hyland Software, Inc. | VLIPW2 | WorkView Workstation Client SL | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views. | \$644.84 |
| 511210 | Hyland Software, Inc. | VLIPW3 | WorkView Workstation Client SL | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views. | \$564.23 |
| 511210 | Hyland Software, Inc. | VLIPW4 | WorkView Workstation Client SL | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views. | \$483.63 |

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| 511210 | Hyland Software, Inc. | VLIPW5 | WorkView Workstation Client SL | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views. | \$403.02 |
| 511210 | Hyland Software, Inc. | VLIPW6 | WorkView Workstation Client SL | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views. | \$322.42 |
| 511210 | Hyland Software, Inc. | VLIPN1 | WorkView Named User Client SL  | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views. | \$725.44 |
| 511210 | Hyland Software, Inc. | VLIPN2 | WorkView Named User Client SL  | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to   | \$644.84 |

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|        |                       |        |                               | issues. Configuration tool allows user to define custom database tables, screens and views.   |          |
| 511210 | Hyland Software, Inc. | VLIPN3 | WorkView Named User Client SL | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views. | \$564.23 |
| 511210 | Hyland Software, Inc. | VLIPN4 | WorkView Named User Client SL | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views. | \$483.63 |
| 511210 | Hyland Software, Inc. | VLIPN5 | WorkView Named User Client SL | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views. | \$403.02 |

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| 511210 | Hyland Software, Inc. | VLIPN6 | WorkView Named User Client SL            | Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views. | \$322.42   |
| 511210 | Hyland Software, Inc. | IMIPC1 | Information Management Concurrent Client | Provides access to OnBase, along with Workflow and WorkView capabilities, allowing users to perform functions related to case management. Includes E-Forms.   | \$3,304.79 |
| 511210 | Hyland Software, Inc. | IMIPC2 | Information Management Concurrent Client | Provides access to OnBase, along with Workflow and WorkView capabilities, allowing users to perform functions related to case management. Includes E-Forms.   | \$2,901.76 |
| 511210 | Hyland Software, Inc. | IMIPC3 | Information Management Concurrent Client | Provides access to OnBase, along with Workflow and WorkView capabilities, allowing users to perform functions related to case management. Includes E-Forms.   | \$2,740.55 |
| 511210 | Hyland Software, Inc. | IMIPC4 | Information Management Concurrent Client | Provides access to OnBase, along with Workflow and WorkView capabilities, allowing users to perform functions related to case management. Includes E-Forms.   | \$2,418.14 |

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| 511210 | Hyland Software, Inc. | IMIPC5 | Information Management Concurrent Client | Provides access to OnBase, along with Workflow and WorkView capabilities, allowing users to perform functions related to case management. Includes E-Forms. | \$2,095.72 |
| 511210 | Hyland Software, Inc. | IMIPC6 | Information Management Concurrent Client | Provides access to OnBase, along with Workflow and WorkView capabilities, allowing users to perform functions related to case management. Includes E-Forms. | \$1,934.51 |
| 511210 | Hyland Software, Inc. | WWIPC1 | Workflow/WorkView Concurrent Client SL   | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms.   | \$2,337.53 |
| 511210 | Hyland Software, Inc. | WWIPC2 | Workflow/WorkView Concurrent Client SL   | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms.   | \$1,934.51 |
| 511210 | Hyland Software, Inc. | WWIPC3 | Workflow/WorkView Concurrent Client SL   | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms.   | \$1,773.30 |
| 511210 | Hyland Software, Inc. | WWIPC4 | Workflow/WorkView Concurrent Client SL   | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms.   | \$1,612.09 |
| 511210 | Hyland Software, Inc. | WWIPC5 | Workflow/WorkView Concurrent Client SL   | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms.   | \$1,450.88 |

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| 511210 | Hyland Software, Inc. | WWIPC6 | Workflow/WorkView Concurrent Client SL  | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms. | \$1,289.67 |
| 511210 | Hyland Software, Inc. | WWIPW1 | Workflow/WorkView Workstation Client SL | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms. | \$1,450.88 |
| 511210 | Hyland Software, Inc. | WWIPW2 | Workflow/WorkView Workstation Client SL | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms. | \$1,128.46 |
| 511210 | Hyland Software, Inc. | WWIPW3 | Workflow/WorkView Workstation Client SL | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms. | \$967.25   |
| 511210 | Hyland Software, Inc. | WWIPW4 | Workflow/WorkView Workstation Client SL | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms. | \$886.65   |
| 511210 | Hyland Software, Inc. | WWIPW5 | Workflow/WorkView Workstation Client SL | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms. | \$806.05   |
| 511210 | Hyland Software, Inc. | WWIPW6 | Workflow/WorkView Workstation Client SL | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms. | \$725.44   |
| 511210 | Hyland Software, Inc. | WWIPN1 | Workflow/WorkView Named User Client SL  | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms. | \$1,450.88 |

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| 511210 | Hyland Software, Inc. | WWIPN2  | Workflow/WorkView Named User Client SL     | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms.   | \$1,128.46 |
| 511210 | Hyland Software, Inc. | WWIPN3  | Workflow/WorkView Named User Client SL     | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms.   | \$967.25   |
| 511210 | Hyland Software, Inc. | WWIPN4  | Workflow/WorkView Named User Client SL     | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms.   | \$886.65   |
| 511210 | Hyland Software, Inc. | WWIPN5  | Workflow/WorkView Named User Client SL     | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms.   | \$806.05   |
| 511210 | Hyland Software, Inc. | WWIPN6  | Workflow/WorkView Named User Client SL     | Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms.   | \$725.44   |
| 511210 | Hyland Software, Inc. | WVOIPI1 | WorkView Integration for Microsoft Outlook | Enables users to view WorkView data related to a selected e-mail within Microsoft Outlook, execute WorkView filters, and full-text search WorkView objects/data (with the Context Search Framework license) in order to gather additional context and information related to a message. | \$8,060.45 |

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| 51121<br>0 | Hyland<br>Software, Inc. | CFIPI1 | Context Search<br>Framework              | Context Search Framework provides a simple interface that makes it easy to full-text search across the data stored in one or more of your WorkView   Case Manager business applications. Administrators can define search scopes that can include one or more record types (classes) and assign them to specific OnBase user groups. End users can then perform simple to advanced searches on data values to quickly and easily locate relevant data records (objects). | \$8,060.45  |
| 51121<br>0 | Hyland<br>Software, Inc. | CHUPI1 | OnBase Checklists for<br>Process Control | Provides automatic generation of electronic checklists and assignment of tasks to specific individuals. Allows users to share feedback and flag checklists for review. Provides visibility into checklist status to ensure consistent and timely process completion.   | \$24,181.36 |
| 51121<br>0 | Hyland<br>Software, Inc. | FMUPI1 | E-Forms                                  | Provides the ability to complete, index, and store HTML based documents (forms) from the OnBase Client interface using an HTML form template.  | \$8,060.45  |
| 51121<br>0 | Hyland<br>Software, Inc. | AXUPI1 | Integration for Access<br>Forms          | Captures and saves data from Access Forms directly into OnBase, and allows pre-population of Access Forms generated forms  | \$8,060.45  |

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|        |                       |           |   | with data stored in OnBase.   |             |
| 511210 | Hyland Software, Inc. | AXIPI2    | Integration for Access Forms Enterprise | Captures and saves data from Access Forms directly into OnBase, and allows pre-population of Access Forms generated forms with data stored in OnBase.   | \$28,211.59 |
| 511210 | Hyland Software, Inc. | BRIP1     | Business Rules Engine                   | Allows organizations to react quickly to changing business conditions, adjusting their approach to markets or adding new lines of business. The Business Rules Engine is designed to allow managers to create business rules which can contain parameterized values. This allows shift supervisors to adjust threshold values as needed to account for dynamic business environments. | \$16,120.91 |
| 511210 | Hyland Software, Inc. | PDFIP1    | PDF Framework                           | Enables PDF features for dependent products as referenced in the OnBase Requirements section for that product.  | \$2,418.14  |
| 511210 | Hyland Software, Inc. | WTIPI1-AS | Conversion Framework for Aspose         | Enables users who do not have Microsoft Office to view required documents and convert Word documents to non-editable Tiff images or PDF files.  | \$2,418.14  |

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| 51121<br>0 | Hyland<br>Software, Inc. | FPIPW1  | Full-Page OCR                            | Provides server-based conversion of images to text. OCR on the Data Capture Server allows for multi-threaded processing with the licensing of multiple cores. Supports multiple languages, processing of bi-tonal, grayscale and color images, and creation of multiple output formats (ASCII text, Adobe PDF, HTML or Microsoft Word). Enables batch processing and ad-hoc document OCR. | \$1,209.07 |
| 51121<br>0 | Hyland<br>Software, Inc. | OCIPW1  | Batch OCR                                | Converts images to text in order to facilitate text searching and/or full text indexing. Supports multiple languages, processing of bi-tonal, grayscale and color images, and creation of multiple output formats (ASCII text, Adobe PDF, HTML or Microsoft Word). Enables batch processing and also ad-hoc document OCR from a select list.  | \$1,209.07 |
| 51121<br>0 | Hyland<br>Software, Inc. | ALOIPW1 | Asian Language OCR                       | Provides the ability to OCR Asian language material.  | \$806.05   |
| 51121<br>0 | Hyland<br>Software, Inc. | IRIP1   | ICR Support for OCR and Advanced Capture | Enables the recognition/extraction of handwritten numerals, text and punctuation characters in conjunction with the Batch OCR or Automated Indexing products.   | \$4,030.23 |

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| 51121<br>0 | Hyland<br>Software, Inc. | OMIPI1 | OMR Marks Generator                 | Custom DLL to generate OMR marks for automatic mail stuffing machinery to be used with the OnBase Image Statements module.  | \$2,418.14  |
| 51121<br>0 | Hyland<br>Software, Inc. | DXIPI1 | Integration for DocuSign eSignature | Allows OnBase users to upload documents directly to DocuSign, to be securely sent to recipients and signed electronically from any device. Email notifications alert recipients of documents requiring their signatures. Once completed, signed documents are imported back into OnBase to be stored. | \$12,090.68 |
| 51121<br>0 | Hyland<br>Software, Inc. | PWIPI1 | Signature Pad Interface (TWAIN)     | Allows the real-time signing of TIFF images and OnBase E-Forms within the OnBase Client. The original image is altered with the signature that is scratched on a Topaz signature pad device.  | \$4,836.27  |
| 51121<br>0 | Hyland<br>Software, Inc. | DGIPN1 | Digital Signatures                  | Allows users to digitally approve documents within the OnBase system via certificate-based signing. Also, allows signed documents to be routed in Workflow based on the presence or absence of signatures.  | \$161.21    |
| 51121<br>0 | Hyland<br>Software, Inc. | DCIPW1 | Digital Signing Server              | Allows server-based digital approval of documents within OnBase via a single certificate-based signature.   | \$20,151.13 |



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| 511210 | Hyland Software, Inc. | DMIP11 | EDM Services                    | Provides the ability to store and manage revisions of documents generated by Microsoft Office and other file formats. Includes multiple file import, revision control, version control, document commenting, checkin/checkout, automatic upload and synchronization of revisions, document templates, and the Briefcase. | \$4,030.23  |
| 511210 | Hyland Software, Inc. | ADIP11 | Document Composition            | Allows for Ad-hoc creation of form letters using Microsoft Word templates. The content of the created document is a combination of merged data form templates, E-Forms, Workflow properties, web services, database queries and nested sub-templates.  | \$16,120.91 |
| 511210 | Hyland Software, Inc. | BDIP11 | Enterprise Document Composition | Allows for Batch and Ad-Hoc creation of form letters using Microsoft Word templates. The content of the created document is a combination of merged data form templates, E-Forms, Workflow properties, web services, database queries and nested sub-templates.  | \$40,302.27 |
| 511210 | Hyland Software, Inc. | SCIPW1 | Statement Composition           | Provides customers the ability to create better looking, more functional and customer data-specific statements. Through a point-and-click, menu-   | \$8,060.45  |

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|        |                       |       |                  | driven configuration, the user defines what data to include, the data layout and formatting options, and graphical elements- logos, pictures, charts and messaging.  |            |
| 511210 | Hyland Software, Inc. | ISIP1 | Image Statements | Prints primary documents (usually statements) with supporting documents in a batch process or on an ad hoc basis. The number of statements processed in a month determines the required licensing. Sold in blocks of 1,000. Example: Customer purchases 15,000 statements. The first 10,000 statements are purchased from tier 1. The next 5,000 statements are purchased at tier 2. Future licenses purchased by Customer begin at the tier where their last purchase was made. | \$1,209.07 |
| 511210 | Hyland Software, Inc. | ISIP2 | Image Statements | Prints primary documents (usually statements) with supporting documents in a batch process or on an ad hoc basis. The number of statements processed in a month determines the required licensing. Sold in blocks of 1,000. Example: Customer purchases 15,000 statements. The first 10,000 statements are purchased from tier 1. The next 5,000 statements are purchased at tier 2.   | \$806.05   |

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|        |                       |        |                       | Future licenses purchased by Customer begin at the tier where their last purchase was made.   |            |
| 511210 | Hyland Software, Inc. | ISIP3  | Image Statements      | Prints primary documents (usually statements) with supporting documents in a batch process or on an ad hoc basis. The number of statements processed in a month determines the required licensing. Sold in blocks of 1,000.Example: Customer purchases 15,000 statements. The first 10,000 statements are purchased from tier 1. The next 5,000 statements are purchased at tier 2. Future licenses purchased by Customer begin at the tier where their last purchase was made. | \$403.02   |
| 511210 | Hyland Software, Inc. | PDIPW1 | Print Distribution    | Provides scheduled print back services for remote locations.  | \$2,418.14 |
| 511210 | Hyland Software, Inc. | DDIP1  | Document Distribution | Automatically delivers previously rendered Image Statements electronically to designated recipients via fax, e-mail, CD or web presentment.Sold in blocks of 250 with a minimum initial purchase of 4 blocks (1,000).To determine price:Recipients x Fee =  | \$806.05   |

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|        |                       |         |  | Price Note: Price is not a monthly fee or annual fee. The formula determines the perpetual cost of the license.   |             |
| 511210 | Hyland Software, Inc. | COIPI1  | Collaboration                            | Provides a common workspace for users and teams to share documents and WorkView objects, and allows for threaded discussions around that information. Synchronous collaboration is provided through integration with Citrix GoTo Meeting. | \$8,060.45  |
| 511210 | Hyland Software, Inc. | PRIP1   | Physical Records Management              | Enables organizations to manage the tracking, locating and access of physical records using OnBase as the single interface.   | \$12,090.68 |
| 511210 | Hyland Software, Inc. | DKTIPI1 | Document Knowledge Transfer & Compliance | Provides the ability for organizations to distribute required reading documents to the workforce and assess employee comprehension for compliance and regulatory purposes.  | \$12,896.73 |
| 511210 | Hyland Software, Inc. | DKTIPI2 | Enterprise Web Access - DKT & Compliance | Provides web-based viewing of required reading documents via the Document Knowledge Transfer & Compliance interface only. Standard Client functionality is restricted. This license does not consume additional Concurrent Clients.       | \$16,120.91 |
| 511210 | Hyland Software, Inc. | LDIPW1  | Document Tracking                        | Enables the storage and tracking of documentation to ensure compliance with   | \$1,612.09  |

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|--------|-----------------------|--------|----------------------------------|--|------------|
|        |                       |        |                                  | Government requirements for Application Processing.  |            |
| 511210 | Hyland Software, Inc. | LDIPW2 | Document Tracking                | Enables the storage and tracking of documentation to ensure compliance with Government requirements for Application Processing.  | \$1,289.67 |
| 511210 | Hyland Software, Inc. | LDIPW3 | Document Tracking                | Enables the storage and tracking of documentation to ensure compliance with Government requirements for Application Processing.  | \$1,128.46 |
| 511210 | Hyland Software, Inc. | LDIPW4 | Document Tracking                | Enables the storage and tracking of documentation to ensure compliance with Government requirements for Application Processing.  | \$967.25   |
| 511210 | Hyland Software, Inc. | LDIPW5 | Document Tracking                | Enables the storage and tracking of documentation to ensure compliance with Government requirements for Application Processing.  | \$806.05   |
| 511210 | Hyland Software, Inc. | PHIP11 | Integration for Microsoft Search | Allows users to search and retrieve OnBase content, along with other enterprise sites and repositories, when using SharePoint or other Microsoft Search-enabled applications.                    | \$4,030.23 |
| 511210 | Hyland Software, Inc. | CSIPI1 | CAD Services                     | Provides a central repository for compound documents. Enables CAD compound document activities and functions. Features include import, and enhanced foldering. Necessary for Autodesk AutoCAD or | \$4,030.23 |

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|        |                       |         |   | other 3rd party CAD integrations.  |            |
| 511210 | Hyland Software, Inc. | CADIPC1 | CAD Document Viewer Concurrent Client               | Provides a central repository for compound documents. Enables CAD compound document activities and functions. Features include import, and enhanced foldering. Necessary for Autodesk AutoCAD or other 3rd party CAD integrations. The purchase of CAD Services will make available the CADDocumentViewer User Group on the Hyland Software Delivery site. The User Group contains the appropriate CAD Document Viewer supplemental file for download, necessary for the rendering of PDFs in the CAD Document Viewer Concurrent Client. | \$806.05   |
| 511210 | Hyland Software, Inc. | WTIPI1  | Conversion From Microsoft Office To Image Framework | Enables users who do not have Microsoft Office to view required documents and convert Word documents to non-editable Tiff images or PDF files.   | \$2,418.14 |



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| 51121<br>0 | Hyland<br>Software, Inc. | IMFIPI1 | Image Forms | <p>Enterprise license. Image Forms replicate paper forms electronically, providing the ease and accessibility of an electronic form while eliminating the frustration of duplicate entry or costly mistakes. Built on the same platform as Unity Forms, Image Forms are simple to configure and share popular features like Custom Actions, Signatures, and Calculated Fields. The form can be filled out in a supported client or browser and routed through Workflow. Image Forms can dramatically reduce the time it takes to fill out, process, and submit forms by: Validating data upon entry or on submission of the form, shortening cycle times by eliminating the physical routing of paper, and supporting processes that rely on regulated forms by providing an electronic image replica of the form. Additionally, the Forms Designer in the Unity Client provides an intuitive interface to create form templates quickly and easily. Includes Unity Forms.</p> | \$40,302.27 |
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| 51121<br>0 | Hyland<br>Software, Inc. | FTSIPI1               | Full-Text Search                    | Full-Text Search allows users to perform powerful searches on collections of full-text indexed documents using input words or phrases, or by using Simple Query Syntax to construct search strings with operators such as AND and OR. Full-text searches can also be combined with OnBase Keyword or date range searches to filter the documents returned. Full-Text Search uses the Hyland Full-Text Server to perform advanced searches and integrate with the OnBase clients. Search and retrieval is significantly faster than an external text search. | \$16,120.91 |
| 51121<br>0 | Hyland<br>Software, Inc. | PES-PER-0042-<br>0001 | Enterprise Search Initial<br>Bundle | Perceptive Enterprise Search is an application that provides secure unified information access to all your content across diverse enterprise systems. Perceptive Enterprise Search takes advantage of the full breadth of technology in the Search Product Family and is easily scalable to thousands of users or documents. Enterprise Search is licensed by server. Sizing recommendations guidelines are 200 concurrent users or 2 million documents.  | \$29,017.63 |

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| 51121<br>0 | Hyland<br>Software, Inc. | PES-PER-0043-<br>0001 | Enterprise Search<br>Production Server               | Perceptive Enterprise Search is an application that provides secure unified information access to all your content across diverse enterprise systems. Perceptive Enterprise Search takes advantage of the full breadth of technology in the Search Product Family and is easily scalable to thousands of users or documents. Enterprise Search is licensed by server. Sizing recommendations guidelines are 200 concurrent users or 2 million documents. | \$13,702.77 |
| 51121<br>0 | Hyland<br>Software, Inc. | PES-PER-0044-<br>SWAD | Enterprise Search Test<br>Server                     | Perceptive Enterprise Search is an application that provides secure unified information access to all your content across diverse enterprise systems. Perceptive Enterprise Search takes advantage of the full breadth of technology in the Search Product Family and is easily scalable to thousands of users or documents. Enterprise Search is licensed by server. Sizing recommendations guidelines are 200 concurrent users or 2 million documents. | \$4,030.23  |
| 51121<br>0 | Hyland<br>Software, Inc. | PEC-PER-0155-<br>SWAD | Perceptive Content<br>Additional Test<br>Environment | Perceptive Content<br>Additional Test<br>Environment   | \$2,498.74  |



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| 51121<br>0 | Hyland<br>Software, Inc. | AEIPI1 | Application Enabler            | Provides image enabling to third-party software applications that are GUI, browser, or text-based. Due to the variety of applications, Solution Providers must verify that an application can be enabled prior to selling this module. As part of the verification, Solution Providers are also required to complete a pre-qualification form located on <a href="http://www.teamonbase.com">www.teamonbase.com</a> . Please make no assumptions. If verification is unsuccessful, Hyland can be contacted for assistance.   | \$16,120.91 |
| 51121<br>0 | Hyland<br>Software, Inc. | AEIPI2 | Enterprise Application Enabler | Provides image enabling to third-party software applications that are GUI, browser, or text-based. Provides any number of applications to be image-enabled within the enterprise. Due to the variety of applications, Solution Providers must verify that an application can be enabled prior to selling this module. As part of the verification, Solution Providers are also required to complete a pre-qualification form located on <a href="http://www.teamonbase.com">www.teamonbase.com</a> . Please make no assumptions. If verification is unsuccessful, Hyland | \$40,302.27 |

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|        |                       |           |   | can be contacted for assistance.  |             |
| 511210 | Hyland Software, Inc. | OBAIPI1   | Office Business Application             | Allows users of Word, Excel, and PowerPoint to interact with OnBase content through their familiar Microsoft Office interface. This integration provides users with single-click menu access for storing, retrieving, and editing OnBase documents and related content. | \$4,030.23  |
| 511210 | Hyland Software, Inc. | OBAIPI2   | Office Business Application             | Allows users of Word, Excel, and PowerPoint to interact with OnBase content through their familiar Microsoft Office interface. This integration provides users with single-click menu access for storing, retrieving, and editing OnBase documents and related content. | \$12,090.68 |
| 511210 | Hyland Software, Inc. | WSPIPI1-C | Web Serv. Publ. Exec. Web Services Call | Web Services Publishing requires a \$0.10 fee Per Executed Web Service Call. A built-in reporting mechanism will relay monthly usage data to Hyland for translation into a monthly billing amount for the sum of all Executed Web Service Calls within the given month. | \$0.08      |

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| 51121<br>0 | Hyland<br>Software, Inc. | WSPPI1 | Web Services Publishing   | <p>Allows for point and click creation of standard web services tailored for an organization's OnBase solution, providing a Web API for use by external users or third party applications. In addition to this license, which allows users to publish web services, Web Services Publishing requires a \$0.10 fee Per Executed Web Service Call. A built-in reporting mechanism will relay monthly usage data to Hyland for translation into a monthly billing amount.</p>   | \$4,030.23 |
| 51121<br>0 | Hyland<br>Software, Inc. | UIPI1  | Unity Integration Toolkit | <p>Provides an object-oriented API that exposes key OnBase functionality. Unity contains functionality to query, store, retrieve and modify documents and metadata as well as other document-centric features such as notes. The Unity Integration Toolkit is only for integration to OnBase from external applications or custom applications that exist outside of OnBase Automation. A separate OnBase Automation license is required for automation integrations. In addition to the Unity Integration Toolkit, a Unity Automation license is granted to any customer or partner that has at least one person with a current</p> | \$8,060.45 |

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|--------|-----------------------|--------|--------------------------|--|------------|
|        |                       |        |                          | <p>OnBase API Certification. The Unity Automation allows access to Unity through OnBase Automation configured through the OnBase Configuration module. OnBase Automation is any extension to OnBase configured through OnBase Configuration such as Workflow or WorkView scripting, but includes any automation code configured through the Configuration module.</p>  |            |
| 511210 | Hyland Software, Inc. | APIPQ1 | Query API (Thick Client) | <p>Provides the ability to query for documents within the OnBase repository from third party applications. Note: This is NOT Web Server Client licensing. Query API is only for External User Access. Access for Internal Users should be granted through the purchase of standard client Licensing. If you purchase the initial tier of either OnBase Client or OnBase Core you enjoy the second tier of either on any additional purchase.</p> | \$8,060.45 |
| 511210 | Hyland Software, Inc. | APIPQ2 | Query API (Thick Client) | <p>Provides the ability to query for documents within the OnBase repository from third party applications. Note: This is NOT Web Server Client licensing. Query API is only for External User Access. Access for Internal Users should be granted through the</p>  | \$6,448.36 |

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|        |                       |        |                  | purchase of standard client Licensing.If you purchase the initial tier of either OnBase Client or OnBase Core you enjoy the second tier of either on any additional purchase.   |            |
| 511210 | Hyland Software, Inc. | APIPQ3 | Query API (Core) | Provides the ability to query for documents within the OnBase repository from third party applications.Note: This is NOT Web Server Client licensing. Query API is only for External User Access. Access for Internal Users should be granted through the purchase of standard client Licensing.If you purchase the initial tier of either OnBase Client or OnBase Core you enjoy the second tier of either on any additional purchase. | \$8,060.45 |
| 511210 | Hyland Software, Inc. | APIPQ4 | Query API (Core) | Provides the ability to query for documents within the OnBase repository from third party applications.Note: This is NOT Web Server Client licensing. Query API is only for External User Access. Access for Internal Users should be granted through the purchase of standard client Licensing.If you purchase the initial tier of either OnBase Client or OnBase Core you enjoy the second tier of either on any additional purchase. | \$6,448.36 |

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| 511210 | Hyland Software, Inc. | ARIPI1 | Archival API                           | Provides the ability to archive documents from third party systems into the OnBase system.  | \$4,030.23  |
| 511210 | Hyland Software, Inc. | ITIP11 | Integration for Trinisys               | Allows for the archiving of data and documents in to the OnBase system through the Trinisys platform.   | \$4,030.23  |
| 511210 | Hyland Software, Inc. | RVIP11 | Reverse API                            | Provides the ability for OnBase to retrieve information or documents from third party applications.   | \$8,060.45  |
| 511210 | Hyland Software, Inc. | SAIP11 | Connector for Use with SAP ArchiveLink | The HTTP Content Server interface allows an SAP system to perform content management functions against the OnBase system. Using this interface, SAP systems may use OnBase as its repository for storage and retrieval of archived documents. This base component is required in order to use: Bar Code Import for use with SAP ArchiveLink, Print List and Data Archive for use with SAP ArchiveLink, Business Indexing Connector for use with SAP ArchiveLink, Imaging iViews for use with SAP ArchiveLink. | \$24,181.36 |
| 511210 | Hyland Software, Inc. | SBIP11 | Bar Code Import - SAP ArchiveLink      | The Bar Code component of SAP ArchiveLink allows an OnBase scanning application to register scanned documents with SAP software for later storage linking of inbound documents via barcode.   | \$8,060.45  |

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| 51121<br>0 | Hyland<br>Software, Inc. | SDIPI1 | Print List and Data<br>Archive - SAP        | Uses SAP ArchiveLink to import SAP ArchiveLink print lists, data archive files and imaging documents. Archiving data contained in the SAP system will reduce the storage requirements of the SAP system, improve response times and reduce the time to backup, recover and upgrade the SAP system.                               | \$8,060.45  |
| 51121<br>0 | Hyland<br>Software, Inc. | SIPI1  | Bus. Indx. Connector -<br>SAP ArchiveLink   | Used to automatically index OnBase documents in OnBase that have been related to business objects in a SAP system. This makes it possible to use OnBase to search for the documents related to any business object in a SAP system. This module also keeps the keywords on documents in OnBase synchronized with the SAP system. | \$12,090.68 |
| 51121<br>0 | Hyland<br>Software, Inc. | SPIPI1 | Web Parts for Microsoft<br>SharePoint       | Enables Microsoft SharePoint users to configure, view, and interact with all available StatusView objects from within a SharePoint web page.   | \$4,030.23  |
| 51121<br>0 | Hyland<br>Software, Inc. | SLIPI1 | Content Connector -<br>Microsoft SharePoint | Enables the automatic linking of documents, batch processed into OnBase, to related items and records managed in SharePoint. Based upon rules defined by a SharePoint site owner, relevant OnBase content is made accessible as item list attachments  | \$2,418.14  |

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|        |                       |        |                                    | and document library items.  |            |
| 511210 | Hyland Software, Inc. | SSIPN1 | Ad-Hoc Scanning User - SharePoint  | Enables a user to utilize the Ad-Hoc Scanning Server for Microsoft SharePoint.   | \$40.30    |
| 511210 | Hyland Software, Inc. | EGIPI1 | Integration for ESRI ArcGIS Server | Allows users of ArcGIS Server based web applications to link OnBase documents to features on web based maps. The integration provides a set of easy-to-use web links in the map application for query, point-and-click retrieval and archiving of OnBase documents related to map features. The integration is based on ESRI's ArcGIS Server task framework and allows GIS administrators to easily imbed the OnBase web links into new or existing .Net based ArcGIS Server applications. | \$8,060.45 |
| 511210 | Hyland Software, Inc. | IXIPI1 | Conversion Tool for IXOS           | Utilized to migrate data from the IXOS repository to OnBase. The tool reads the IXOS repository and creates the necessary Document Import Processor index files to process the data into OnBase.   | \$8,060.45 |
| 511210 | Hyland Software, Inc. | RCIPI1 | Conversion Tool for Ricoh eCabinet | Utilized to migrate data from the Ricoh eCabinet repository to OnBase. The tool reads the Ricoh eCabinet repository and creates the necessary Import   | \$4,030.23 |

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|        |                       |        |   | Processor index files to process the data into OnBase.  |             |
| 511210 | Hyland Software, Inc. | RHIPI1 | Reporting Dashboards                    | Graphically displays data returned from a configured data provider, allowing users to quickly identify relevant information and trends surrounding the data managed by the data provider. Available dashboard items include basic pie, chart and bar graphs, or more advanced displays such as gauges, pivot tables and maps. | \$8,060.45  |
| 511210 | Hyland Software, Inc. | RPIPI1 | Report Services                         | 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.  | \$4,030.23  |
| 511210 | Hyland Software, Inc. | ERIP11 | Exception Reports                       | Creates reports that can identify missing or aged documents.  | \$3,224.18  |
| 511210 | Hyland Software, Inc. | RXIP11 | Report Mining                           | Provides the ability to extract historic trend data already in OnBase as well as current trend data for analysis and reporting.   | \$12,090.68 |
| 511210 | Hyland Software, Inc. | MNIPI1 | Report Mining Intg. - Datawatch Modeler | Allows for the easy extraction and analysis of data that is contained within COLD/ERM and PDF reports stored in OnBase. Business intelligence contained within existing reports   | \$4,030.23  |

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|        |                       |        |  | can be tapped without IT involvement or re-keying data. Report extract formats include Microsoft Excel, among others.  |            |
| 511210 | Hyland Software, Inc. | MNIPI2 | Report Mining Intg. - Datawatch Server | Allows for the easy extraction and analysis of data that is contained within COLD / ERM (text) reports stored in OnBase. Integrated with Datawatch software, the business intelligence contained within existing reports can be tapped without IT involvement or re-keying of the data. Report extract formats include Excel, PDF, and text. | \$4,030.23 |
| 511210 | Hyland Software, Inc. | BAIPI1 | Business Activity Monitoring           | Provide real-time snapshots of Workflow processes. Available through the StatusView interface of the OnBase Web Server or a SharePoint Web site, these portlets are configurable by business users who have the appropriate rights.  | \$8,060.45 |
| 511210 | Hyland Software, Inc. | DRIP11 | Document Retention                     | Manages the retention and disposition of stored documents according to pre-defined business rules, involving the passage of time, allowing for automatic destruction and/or removal from the OnBase document repository.   | \$8,060.45 |

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| 51121<br>0 | Hyland<br>Software, Inc. | RIIP1 | Records Management                  | Manages the retention, disposition, and destruction of managed record folders according to an organization's business rules, based on the occurrence of an event in accordance with external regulations or compliance laws. This includes Document Retention (DRIP1).              | \$16,120.91 |
| 51121<br>0 | Hyland<br>Software, Inc. | DTIP1 | Document Transfer                   | Facilitates the movement of documents between multiple OnBase systems, allowing users to interact with information across distributed organizational structures and geographies.  | \$5,642.32  |
| 51121<br>0 | Hyland<br>Software, Inc. | DSIP1 | Distributed Disk Services           | 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 TCP/IP, administrators are not required to use Windows Shares or UNC paths for Disk Group access. | \$4,030.23  |
| 51121<br>0 | Hyland<br>Software, Inc. | CTIP1 | Storage Integration for EMC Centera | Provides the ability to configure secondary OnBase Disk Group copies to store files to the Centera platform as an alternative to standard UNC paths.  | \$16,120.91 |
| 51121<br>0 | Hyland<br>Software, Inc. | TVIP1 | Storage Integration for IBM Tivoli  | Provides the ability to configure secondary OnBase Disk Group copies to store files to the Tivoli platform (using standard file   | \$16,120.91 |

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|        |                       |        |                         | servers or the TotalStorage DR550 hardware) as an alternative to standard UNC paths.   |            |
| 511210 | Hyland Software, Inc. | CDIPW1 | CD Authoring            | Provides the ability to utilize CD-R storage for data backups or document exporting/publishing.  | \$806.05   |
| 511210 | Hyland Software, Inc. | DVIPW1 | DVD Authoring           | Provides the ability to utilize DVD storage for data backups or document exporting/publishing.   | \$1,612.09 |
| 511210 | Hyland Software, Inc. | BAIPW1 | Blu-ray Authoring       | Provides the ability to utilize Blu-ray storage for data backups or document exporting/publishing.   | \$3,224.18 |
| 511210 | Hyland Software, Inc. | AAIPW1 | Automated CD Authoring  | Provides the ability to automatically create backup CD-Rs from OnBase using the Rimage system.   | \$4,030.23 |
| 511210 | Hyland Software, Inc. | AVIPW1 | Automated DVD Authoring | Provides the ability to automatically create backup DVDs or from OnBase using the Rimage system.   | \$6,448.36 |
| 511210 | Hyland Software, Inc. | PBIAI1 | Publishing              | Allows an end user to distribute OnBase runtime units in order to retrieve exported OnBase documents, creating a self-contained OnBase system for distribution. This is a renewable annual license.      | \$1,612.09 |
| 511210 | Hyland Software, Inc. | PBIP1  | Aggregate Publishing    | 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 | \$806.05   |



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|        |                       |        |                               | <p>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.</p>   |            |
| 511210 | Hyland Software, Inc. | ADIPC1 | Automated CD / DVD Publishing | <p>Extends Export/Publishing to a "lights-out" operation. Instead of having people dedicated to launching Export or Publishing jobs directly through the Client, they can now define the jobs in advance and have the OnBase system produce CD-R or DVD output for them at pre-determined intervals throughout the year. If you are publishing information for 500 institutions, you would buy 1 of the first tier and 4 of the second tier. The number of CD/DVDs created per year for an institution is not relevant. (For example, twelve monthly CDs or DVDs sent to an institution, each containing the same set of document types, would equate to a single license).</p> | \$4,030.23 |

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| 51121<br>0 | Hyland<br>Software, Inc. | ADIPC2 | Automated CD / DVD<br>Publishing | Extends<br>Export/Publishing to a<br>"lights-out" operation.<br>Instead of having<br>people dedicated to<br>launching Export or<br>Publishing jobs directly<br>through the Client, they<br>can now define the jobs<br>in advance and have<br>the OnBase system<br>produce CD-R or DVD<br>output for them at pre-<br>determined intervals<br>throughout the year. If<br>you are publishing<br>information for 500<br>institutions, you would<br>buy 1 of the first tier<br>and 4 of the second<br>tier. The number of<br>CD/DVDs created per<br>year for an institution is<br>not relevant. (For<br>example, twelve<br>monthly CDs or DVDs<br>sent to an institution,<br>each containing the<br>same set of document<br>types, would equate to<br>a single license). | \$3,224.18 |
| 51121<br>0 | Hyland<br>Software, Inc. | EPIPI1 | Encrypted CD / DVD<br>Publishing | Allows users to produce<br>a CD/DVD with<br>encrypted contents.<br>This eliminates the<br>ability for someone to<br>casually browse the<br>document files or<br>database that comes on<br>the media.  | \$4,030.23 |
| 51121<br>0 | Hyland<br>Software, Inc. | EXIPC1 | Export                           | Exports documents and<br>their respective indexes<br>out of an OnBase<br>system. These<br>documents and indexes<br>can be imported into<br>another OnBase system<br>or used in conjunction<br>with the OnBase<br>Publishing module.   | \$4,030.23 |

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| 511210 | Hyland Software, Inc. | AKIPI1 | Encrypted Alpha Keywords                | Enables storage of sensitive alpha-numeric keywords in an encrypted format.  | \$8,060.45  |
| 511210 | Hyland Software, Inc. | EHIPI1 | Encrypted Disk Groups                   | Enables organizations to encrypt documents as they are imported into OnBase and stored on a file server. If viewed outside of OnBase, documents will be unreadable.  | \$8,060.45  |
| 511210 | Hyland Software, Inc. | SNIP11 | Single SignOn for Msft Act Dir Serv     | Allows OnBase to be configured to use authentication credentials from selected single sign-on service vendors. Single sign-on services centralize authentication and authorization across multiple applications. | \$0.00      |
| 511210 | Hyland Software, Inc. | SNIP12 | Single SignOn for CA eTrust SiteMinder  | Allows OnBase to be configured to use authentication credentials from selected single sign-on service vendors. Single sign-on services centralize authentication and authorization across multiple applications. | \$16,120.91 |
| 511210 | Hyland Software, Inc. | SNIP13 | Single SignOn - IBM Tivoli Access Mgr   | Allows OnBase to be configured to use authentication credentials from selected single sign-on service vendors. Single sign-on services centralize authentication and authorization across multiple applications. | \$20,151.13 |
| 511210 | Hyland Software, Inc. | SNIP18 | Single SignOn for PeopleSoft Enterprise | Allows OnBase to be configured to use authentication credentials from selected single sign-on service vendors. Single  | \$4,030.23  |

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|            |                          |        |   | sign-on services<br>centralize<br>authentication and<br>authorization across<br>multiple applications.   |             |
| 51121<br>0 | Hyland<br>Software, Inc. | SNIP12 | Single SignOn for Onbase<br>Entrust         | Allows OnBase to be<br>configured to use<br>authentication<br>credentials from<br>selected single sign-on<br>service vendors. Single<br>sign-on services<br>centralize<br>authentication and<br>authorization across<br>multiple applications. | \$12,090.68 |
| 51121<br>0 | Hyland<br>Software, Inc. | SNIP13 | Single SignOn for RSA<br>Access Manager     | Allows OnBase to be<br>configured to use<br>authentication<br>credentials from<br>selected single sign-on<br>service vendors. Single<br>sign-on services<br>centralize<br>authentication and<br>authorization across<br>multiple applications. | \$24,181.36 |
| 51121<br>0 | Hyland<br>Software, Inc. | SNIP14 | Single SignOn for SAML                      | Allows OnBase to be<br>configured to use<br>authentication<br>credentials from<br>selected single sign-on<br>service vendors. Single<br>sign-on services<br>centralize<br>authentication and<br>authorization across<br>multiple applications. | \$8,060.45  |
| 51121<br>0 | Hyland<br>Software, Inc. | SNIP15 | Single SignOn - Msft. Act.<br>Dir. Fd. Srv. | Allows OnBase to be<br>configured to use<br>authentication<br>credentials from<br>selected single sign-on<br>service vendors. Single<br>sign-on services<br>centralize<br>authentication and<br>authorization across<br>multiple applications. | \$1,612.09  |

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| 51121<br>0 | Hyland<br>Software, Inc. | SNIP16 | Single Sign-On - Central<br>Auth Serv (CAS) | Allows OnBase to be<br>configured to use<br>authentication<br>credentials from<br>selected single sign-on<br>service vendors. Single<br>sign-on services<br>centralize<br>authentication and<br>authorization across<br>multiple applications.   | \$8,060.45 |
| 51121<br>0 | Hyland<br>Software, Inc. | PTIP1  | Ad-Hoc IRD Printing                         | Allows a Client<br>workstation to<br>generate a true<br>substitute check<br>("replacement in lieu<br>of" IRD) with data<br>captured by the Check<br>Import and Image Cash<br>Letter Import<br>processes. Authorized<br>users have the option<br>to print either a<br>standard substitute<br>check or a return<br>substitute check with<br>additional fields for<br>document the return<br>and other information. | \$4,030.23 |
| 51121<br>0 | Hyland<br>Software, Inc. | P9IPW1 | Image Cash Letter<br>Generator (X9.37)      | Enables financial<br>institutions to generate<br>both forward and<br>return electronic image<br>cash letters in the DSTU<br>X9.37-2003 file format<br>from check image<br>documents stored in<br>OnBase. One file is<br>created for each pocket<br>of the transport where<br>the items were<br>captured, allowing<br>synchronization with<br>the sorter sort pattern.  | \$8,060.45 |
| 51121<br>0 | Hyland<br>Software, Inc. | PFIPW1 | Posting File Generator                      | Enables financial<br>institutions to import<br>an electronic image<br>cash letter in DSTU<br>X9.37-2003 file format<br>and create a posting file<br>for the core banking   | \$4,030.23 |

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|        |                       |        |                              | application to post the transactions.   |            |
| 511210 | Hyland Software, Inc. | RGIPW1 | NSF File Processor           | Enables financial institutions to import a return file generated from a core business application. Items included in the file will be pulled from OnBase and will be available for the Image Cash Letter Generator to create a Return X9.37 file in the DSTU X9.37-2003 format consisting of check data and images that are to be returned to the Federal Reserve or a partner institution. | \$4,030.23 |
| 511210 | Hyland Software, Inc. | BRIPW1 | Branch Capture               | Allows financial institution branches to remotely capture and balance check images and upload them to the central OnBase system.  | \$2,418.14 |
| 511210 | Hyland Software, Inc. | BRIPW2 | Branch Capture               | Allows financial institution branches to remotely capture and balance check images and upload them to the central OnBase system.  | \$1,209.07 |
| 511210 | Hyland Software, Inc. | EGIPW1 | eMortgage Delivery for Chase | Provides lenders with the ability to send digitized loan documents and index information from OnBase to Chase in Chase's preferred image transfer format.   | \$4,030.23 |
| 511210 | Hyland Software, Inc. | CRIPW1 | Integration for A2IA CAR/LAR | Enables the OnBase Check 21 solution to read the courtesy amount and legal amount from the check image, streamlining the balancing process prior to the images being imported into OnBase.Sold in Blocks  | \$1,289.67 |

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|        |                       |        |                              | of 100,000 checks processed annually.  |            |
| 511210 | Hyland Software, Inc. | CRIPW2 | Integration for A2IA CAR/LAR | Enables the OnBase Check 21 solution to read the courtesy amount and legal amount from the check image, streamling the balancing process prior to the images being imported into OnBase.Sold in Blocks of 100,000 checks processed annually. | \$1,128.46 |
| 511210 | Hyland Software, Inc. | CRIPW3 | Integration for A2IA CAR/LAR | Enables the OnBase Check 21 solution to read the courtesy amount and legal amount from the check image, streamling the balancing process prior to the images being imported into OnBase.Sold in Blocks of 100,000 checks processed annually. | \$967.25   |
| 511210 | Hyland Software, Inc. | CRIPW4 | Integration for A2IA CAR/LAR | Enables the OnBase Check 21 solution to read the courtesy amount and legal amount from the check image, streamling the balancing process prior to the images being imported into OnBase.Sold in Blocks of 100,000 checks processed annually. | \$806.05   |
| 511210 | Hyland Software, Inc. | CRIPW5 | Integration for A2IA CAR/LAR | Enables the OnBase Check 21 solution to read the courtesy amount and legal amount from the check image, streamling the balancing process prior to the images being imported into OnBase.Sold in Blocks                                       | \$644.84   |

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|        |                       |         |                                | of 100,000 checks processed annually.  |            |
| 511210 | Hyland Software, Inc. | Q2IPI2  | Integration with Q2 Software   | Allows the Q2 home banking product to query for OnBase documents and retrieve them for display to credit union customers.  | \$8,060.45 |
| 511210 | Hyland Software, Inc. | CLIP11  | Intg -Misys FB Credit Mgmt Ent | Allows a Misys FusionBanking Credit Management Enterprise user to interact with an OnBase system through the familiar FusionBanking Credit Management Enterprise client. Provides a user the ability to upload documents directly into OnBase and retrieve documents from the interface.   | \$8,060.45 |
| 511210 | Hyland Software, Inc. | AGEIPI1 | OnBase Agenda                  | Allows organizations to electronically create and manage meeting templates, meeting dates and times as well as agenda, agenda packet and minutes documents. Can be used in conjunction with pre-configured E-Forms and workflows to improve review processes, provide for collaboration and reduce the amount of time needed to produce timely and complete agendas, agenda packets and minutes. OnBase Agenda includes OnBase modular functionality for specific use with the Agenda application. | \$4,030.23 |

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| 511210 | Hyland Software, Inc. | AGEIPC1 | OnBase Agenda Concurrent Client | Allows for concurrent access to the OnBase Agenda application and performance of Agenda-related activities and tasks.  | \$403.02    |
| 511210 | Hyland Software, Inc. | ATGIPI1 | Agenda To Go                    | Provides the ability to download a meeting created in OnBase Agenda to a user's iPad. From the Agenda To Go app, users can view meetings, download associated meeting documents, and markup meeting documents.   | \$4,030.23  |
| 511210 | Hyland Software, Inc. | AVTIPI1 | Agenda Voting                   | Enables voting via the OnBase Agenda application.  | \$12,090.68 |
| 511210 | Hyland Software, Inc. | OPRIPI1 | OnBase Plan Review              | Enables government agencies and other organizations to perform plan review processes related to community development, such as commercial buildings, private residence work, roads, bridges and other infrastructure projects. A submittal web site allows electronic upload of plan sheets and related documents. Plan revisions can be re-submitted, and finalized plans can be approved, stamped and returned to submitters, with collected comments and markups. Plan Review supports 2D drawing formats only. | \$6,045.34  |

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| 51121<br>0 | Hyland<br>Software, Inc. | OPRIPN1 | Plan Review Named User<br>Client     | Provides Named User<br>access to the OnBase<br>Plan Review<br>application.  | \$2,015.11  |
| 51121<br>0 | Hyland<br>Software, Inc. | OPRIPC1 | Plan Review Concurrent<br>Client     | Provides Concurrent<br>access to the OnBase<br>Plan Review<br>application.  | \$4,030.23  |
| 51121<br>0 | Hyland<br>Software, Inc. | PRTIPI1 | Plan Review Integration<br>Toolkit   | Enables the OnBase<br>Plan Review solution to<br>be integrated with a<br>third party line of<br>business application,<br>allowing for electronic<br>plan review to be<br>included in<br>organizational<br>processes. The toolkit<br>offers an API for<br>creating plan review<br>projects with data from<br>the line of business<br>application,<br>authenticating portal<br>users and other key<br>functions as well as the<br>ability to use the<br>OnBase Application<br>Enabler for user<br>interface-level<br>integration. | \$12,090.68 |
| 51121<br>0 | Hyland<br>Software, Inc. | ITDIPI1 | Intg. - Tempest<br>Development Group | Enables users of<br>OnBase Plan Review to<br>integrate with the<br>Tempest Development<br>Group products for<br>permitting to include<br>electronic plan review<br>in the overall<br>permitting process.  | \$12,090.68 |
| 51121<br>0 | Hyland<br>Software, Inc. | ACWIPI1 | Integration for Azteca<br>Cityworks  | Offers a seamless<br>integration with Azteca<br>Cityworks, providing<br>users ECM capabilities<br>within the Cityworks<br>product. Allows users<br>to associate documents<br>to a Cityworks Server<br>object, view the<br>associated documents  | \$12,090.68 |

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|        |                       |        |                                       | and archive new Cityworks-related documents directly in to OnBase.  |            |
| 511210 | Hyland Software, Inc. | AAIPI1 | Integration for Accela                | Offers a seamless integration with Accela Automation through the standard Accela EDMS interface. Features include the ability to associate documents to an Accela CAP object, view and download associated documents, and archive new Accela related documents through the Accela product directly into OnBase.   | \$8,060.45 |
| 511210 | Hyland Software, Inc. | PSIPI1 | Public Sector Constituency Web Access | Provides constituents of a particular government agency web-based document viewing, and limited Workflow routing. Standard Client functionality will be restricted. This license is only for use by constituents in the public sector market. This license can NOT be used by any employee of any agency or anyone on that agency's internal network. Standard Client licenses must be purchased for agency employees. This license is required for each instance of an OnBase database within the agency. Constituent counts are determined by the most recent official Census results. Hyland reserves the right to increase license fees if the agency's | \$4.03     |

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|--------|-----------------------|--------|--------------------------------|--|-------------|
|        |                       |        |                                | constituent base increases.  |             |
| 511210 | Hyland Software, Inc. | ICIP1  | Integration for CourtView      | Enables users to archive and retrieve images through the CourtView interface.  | \$12,090.68 |
| 511210 | Hyland Software, Inc. | TKIP1  | Integration for DTS TrakRecord | Enables storage and retrieval of document images in connection with the DTS TrakRecord system.   | \$8,060.45  |
| 511210 | Hyland Software, Inc. | EMIP16 | Integration for Epic           | Designed to integrate with Epic's suite of products such as Cadence, Prelude, Resolute, and EpicCare Inpatient/Ambulatory, Media Manager, ROI, EpicWeb, EpicCareLink, etc. Integration capabilities consist of integrated document retrieval/viewing, integrated plug-in for ROI printing and integrated scanning directly from Epic applications. | \$80,604.53 |
| 511210 | Hyland Software, Inc. | P1IPW1 | EDI 810 EOB Processor          | Converts Invoices in versions 4010 of the 810 EDI format to XML. The processor also extracts a list of keywords from each Invoice to index the document as they are imported into OnBase.  | \$8,060.45  |

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| 511210 | Hyland Software, Inc. | T1IPW1   | EDI TS 130 Processor                      | Processes EDI 130 (4010) Student Educational Records data streams into individual documents and provides ability to import.   | \$8,060.45  |
| 511210 | Hyland Software, Inc. | YOUPI1   | Integration for YouTube for Meeting Video | Allows the OnBase Minutes functionality within OnBase Agenda to integrate with YouTube, enabling the viewing of live and on-demand meetings on an organization's YouTube Channel.   | \$16,120.91 |
| 511210 | Hyland Software, Inc. | ICVIPI1  | Integration for CityView                  | Integration for CityView  | \$12,090.68 |
| 54151  | Hyland Software, Inc. | TRITEK-C | Introduction to Installation              | The Introduction to Installation course covers the installation process for an OnBase system. The class focuses on pre-installation requirements and takes students through the OnBase configuration process. Processing modules are discussed in-depth, with many opportunities for gaining hands-on experiences using sample business scenarios. Upon completion of the course, students should be able to install an OnBase system under the guidance of an OnBase certified installer. Duration: 5 days | \$2,539.04  |



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|-------|-----------------------|-----------|------------------------------|---|-------------|
| 54151 | Hyland Software, Inc. | TRITEK-CO | Introduction to Installation | The Introduction to Installation course covers the installation process for an OnBase system. The class focuses on pre-installation requirements and takes students through the OnBase configuration process. Processing modules are discussed in-depth, with many opportunities for gaining hands-on experiences using sample business scenarios. Upon completion of the course, students should be able to install an OnBase system under the guidance of an OnBase certified installer. Duration: 5 days | \$2,720.40  |
| 54151 | Hyland Software, Inc. | TRITEK2-C | Introduction to Installation | The Introduction to Installation course covers the installation process for an OnBase system. The class focuses on pre-installation requirements and takes students through the OnBase configuration process. Processing modules are discussed in-depth, with many opportunities for gaining hands-on experiences using sample business scenarios. Upon completion of the course, students should be able to install an OnBase system under the guidance of an OnBase certified                             | \$18,136.02 |

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|-------|-----------------------|-----------|-------------------------|---|------------|
|       |                       |           |                         | installer.Duration: 5 days  |            |
| 54151 | Hyland Software, Inc. | TRCRT1-C  | Installer Certification | The Installer Certification course refines a student's ability to install and troubleshoot an OnBase solution. Special emphasis is placed on: system design, storage facilities, and select modules (including authoring and full-text indexing). Students are responsible for installing a new OnBase system, including the appropriate setup and configuration of OnBase modules covered in this and prerequisite courses. Duration: 5 days | \$2,539.04 |
| 54151 | Hyland Software, Inc. | TRCRT1-CO | Installer Certification | The Installer Certification course refines a student's ability to install and troubleshoot an OnBase solution. Special emphasis is placed on: system design, storage facilities, and select modules (including authoring and full-text indexing). Students are responsible for installing a new OnBase system, including the appropriate setup and configuration of OnBase modules  | \$2,720.40 |

|       |                       |          |                         |  |             |
|-------|-----------------------|----------|-------------------------|--|-------------|
|       |                       |          |                         | covered in this and prerequisite courses.<br>Duration: 5 days  |             |
| 54151 | Hyland Software, Inc. | TRCRT2-C | Installer Certification | The Installer Certification course refines a student's ability to install and troubleshoot an OnBase solution. Special emphasis is placed on: system design, storage facilities, and select modules (including authoring and full-text indexing). Students are responsible for installing a new OnBase system, including the appropriate setup and configuration of OnBase modules covered in this and prerequisite courses.<br>Duration: 5 days | \$18,136.02 |
| 54151 | Hyland Software, Inc. | TRSYS1   | System Administration   | The System Administration course is designed to introduce new and existing system administrators to the use, maintenance, and administration of OnBase. The class provides in-depth, hands-on experience based on using actual business scenarios. The class also investigates technical support processes, effective maintenance strategies, online documentation and other resources available to OnBase                                       | \$2,539.04  |

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|-------|-----------------------|-----------|-----------------------|---|-------------|
|       |                       |           |                       | system administrators.<br>Duration: 5 days  |             |
| 54151 | Hyland Software, Inc. | TRSYS1-CO | System Administration | The System Administration course is designed to introduce new and existing system administrators to the use, maintenance, and administration of OnBase. The class provides in-depth, hands-on experience based on using actual business scenarios. The class also investigates technical support processes, effective maintenance strategies, online documentation and other resources available to OnBase system administrators.<br>Duration: 5 days | \$2,720.40  |
| 54151 | Hyland Software, Inc. | TRSYS2    | System Administration | The System Administration course is designed to introduce new and existing system administrators to the use, maintenance, and administration of OnBase. The class provides in-depth, hands-on experience based on using actual business scenarios. The class also investigates technical support processes, effective maintenance strategies, online documentation and  | \$18,136.02 |

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|-------|-----------------------|-----------|--------------------------------|--|------------|
|       |                       |           |                                | other resources available to OnBase system administrators.<br>Duration: 5 days   |            |
| 54151 | Hyland Software, Inc. | TRSYS3    | Advanced System Administration | The Advanced System Administrator class provides students with a detailed understanding of the general system structure as well as the process for creating an effective disaster recovery plan. Special emphasis will be on identifying problematic components of a system as well as detailing a strategy for modifying and upgrading OnBase. Additionally, students learn about additional modules and how they can be leveraged in an existing installation.<br>Duration: 5 days | \$2,539.04 |
| 54151 | Hyland Software, Inc. | TRSYS3-CO | Advanced System Administration | The Advanced System Administrator class provides students with a detailed understanding of the general system structure as well as the process for creating an effective disaster recovery plan. Special emphasis will be on identifying problematic components of a system as well as detailing a strategy for modifying and upgrading OnBase. Additionally, students learn about additional  | \$2,720.40 |

|       |                       |          |                                |  |             |
|-------|-----------------------|----------|--------------------------------|--|-------------|
|       |                       |          |                                | modules and how they can be leveraged in an existing installation.<br>Duration: 5 days   |             |
| 54151 | Hyland Software, Inc. | TRSYS4   | Advanced System Administration | The Advanced System Administrator class provides students with a detailed understanding of the general system structure as well as the process for creating an effective disaster recovery plan. Special emphasis will be on identifying problematic components of a system as well as detailing a strategy for modifying and upgrading OnBase. Additionally, students learn about additional modules and how they can be leveraged in an existing installation.<br>Duration: 5 days | \$18,136.02 |
| 54151 | Hyland Software, Inc. | TRWKF1-C | Introduction to Workflow       | The Introduction to Workflow course introduces OnBase partner technical staff to the processes and tools associated with creating, modifying, and troubleshooting OnBase workflow implementations. Training scenarios require students to employ multiple functions within their Workflow design. The course employs a hands-on approach to understanding  | \$2,539.04  |

|       |                       |           |                          |   |             |
|-------|-----------------------|-----------|--------------------------|---|-------------|
|       |                       |           |                          | Workflow interactions and design possibilities.   |             |
| 54151 | Hyland Software, Inc. | TRWKF1-CO | Introduction to Workflow | The Introduction to Workflow course introduces OnBase partner technical staff to the processes and tools associated with creating, modifying, and troubleshooting OnBase workflow implementations. Training scenarios require students to employ multiple functions within their Workflow design. The course employs a hands-on approach to understanding Workflow interactions and design possibilities. | \$2,720.40  |
| 54151 | Hyland Software, Inc. | TRWKF3-C  | Introduction to Worflow  | The Introduction to Workflow course introduces OnBase partner technical staff to the processes and tools associated with creating, modifying, and troubleshooting OnBase workflow implementations. Training scenarios require students to employ multiple functions within their Workflow design. The course employs a hands-on approach to understanding Workflow interactions and design possibilities. | \$18,136.02 |

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| 54151 | Hyland Software, Inc. | TRWFE2    | Workflow Design | Update Product Code (should end in 3). The Workflow Design course provides attendees with a review of the business discovery process and strategies for translating business requirements into Workflow functionality. The class will require students to filter provided information and create Workflow solutions that accomplish organizational goals. The class requires students to create a Workflow project from initial discovery through testing for a variety of business scenarios. | \$2,539.04 |
| 54151 | Hyland Software, Inc. | TRWFE2-CO | Workflow Design | Update Product Code (should end in 3). The Workflow Design course provides attendees with a review of the business discovery process and strategies for translating business requirements into Workflow functionality. The class will require students to filter provided information and create Workflow solutions that accomplish organizational goals. The class requires students to create a Workflow project from initial discovery through testing for a variety of business scenarios. | \$2,720.40 |

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|-------|-----------------------|-----------|--------------------------|---|-------------|
| 54151 | Hyland Software, Inc. | TRWFE4    | Workflow Design          | The Workflow Design course provides attendees with a review of the business discovery process and strategies for translating business requirements into Workflow functionality. The class will require students to filter provided information and create Workflow solutions that accomplish organizational goals. The class requires students to create a Workflow project from initial discovery through testing for a variety of business scenarios. | \$18,136.02 |
| 54151 | Hyland Software, Inc. | TRAPI1-C  | OnBase API Certification | The OnBase API Certification course explores the OnBase APIs and instructs students on the effective use of those APIs with their custom applications. Students learn to perform basic OnBase operations through the OnBase APIs. Primary languages used within the course include VBScript and C# / VB.NET. Familiarity with Visual Studio is a plus. Duration: 5 days   | \$2,539.04  |
| 54151 | Hyland Software, Inc. | TRAPI1-CO | OnBase API Certification | The OnBase API Certification course explores the OnBase APIs and instructs students on the effective use of those APIs with their custom applications. Students learn to perform basic OnBase operations through the OnBase   | \$2,720.40  |

|       |                       |          |                                |   |             |
|-------|-----------------------|----------|--------------------------------|---|-------------|
|       |                       |          |                                | APIs. Primary languages used within the course include VBScript and C# / VB.NET. Familiarity with Visual Studio is a plus. Duration: 5 days   |             |
| 54151 | Hyland Software, Inc. | TRAPI2-C | OnBase API Certification       | The OnBase API Certification course explores the OnBase APIs and instructs students on the effective use of those APIs with their custom applications. Students learn to perform basic OnBase operations through the OnBase APIs. Primary languages used within the course include VBScript and C# / VB.NET. Familiarity with Visual Studio is a plus. Duration: 5 days   | \$18,136.02 |
| 54151 | Hyland Software, Inc. | TRCSA1   | Web Server/App. Enabler Admin. | The Web Server / Application Enabler Administration course is designed to teach students administration techniques for the OnBase Web Server and Application Enabler. The course will also cover security and data storage modifications for the Web Server in addition to appropriate troubleshooting techniques. The course also covers essential Application Enabler configuration and installation techniques. The class will culminate in a practical implementation of an OnBase solution incorporating the Web Server, Application | \$2,539.04  |

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|-------|-----------------------|--------|--------------------------------|--|-------------|
|       |                       |        |                                | Enabler, and the OnBase Desktop.<br>Duration: 5 days   |             |
| 54151 | Hyland Software, Inc. | TRCSA2 | Web Server/App. Enabler Admin. | The Web Server / Application Enabler Administration course is designed to teach students administration techniques for the OnBase Web Server and Application Enabler. The course will also cover security and data storage modifications for the Web Server in addition to appropriate troubleshooting techniques. The course also covers essential Application Enabler configuration and installation techniques. The class will culminate in a practical implementation of an OnBase solution incorporating the Web Server, Application Enabler, and the OnBase Desktop.<br>Duration: 5 days | \$18,136.02 |

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| 54151 | Hyland Software, Inc. | WSTWA2   | Web Server - Online | <p>The Web Server - Online course provides students with a robust understanding of the advantages of the OnBase Web Server and the inherent functionality it brings to an OnBase solution. Students will implement the OnBase Web Server and configure it to meet specific environmental and business requirements. Students will be exposed, through the use of Hyland Software's Virtual classroom, to the installation, configuration, troubleshooting, and modification of a Web Server environment. Special attention is provided on the requirements for upgrading a Web Server installation. Duration: 2 days</p> | \$1,088.16 |
| 54151 | Hyland Software, Inc. | WSTWA2-C | Web Server          | <p>The Web Server - Online course provides students with a robust understanding of the advantages of the OnBase Web Server and the inherent functionality it brings to an OnBase solution. Students will implement the OnBase Web Server and configure it to meet specific environmental and business requirements. Students will be exposed, through the use of Hyland Software's</p>   | \$6,093.70 |

|       |                       |          |                              |   |            |
|-------|-----------------------|----------|------------------------------|---|------------|
|       |                       |          |                              | Virtual classroom, to the installation, configuration, troubleshooting, and modification of a Web Server environment. Special attention is provided on the requirements for upgrading a Web Server installation. Duration: 2 days   |            |
| 54151 | Hyland Software, Inc. | AETWA2   | Application Enabler - Online | The Application Enabler - Online course teaches students how to configure Application Enabler to index documents and retrieve documents while interacting with another application. Students will connect to Hyland Software's Virtual classroom to install and configure Application Enabler for use with the OnBase Thick Client, Web Client, Disconnected Scanning, and bar code generation. The course provides an in-depth look at installation best practices as well. Duration: 2 days | \$1,088.16 |
| 54151 | Hyland Software, Inc. | AETWA2-C | Application Enabler          | The Application Enabler - Online course teaches students how to configure Application Enabler to index documents and retrieve documents while interacting with another application. Students will connect to Hyland Software's Virtual classroom to install and configure Application Enabler for use with the OnBase   | \$6,093.70 |

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|-------|-----------------------|-----------|-------------------------|---|------------|
|       |                       |           |                         | Thick Client, Web Client, Disconnected Scanning, and bar code generation. The course provides an in-depth look at installation best practices as well.<br>Duration: 2 days  |            |
| 54151 | Hyland Software, Inc. | TRWV11-C  | WorkView Implementation | The WorkView Implementation course is designed to teach students the architecture and configuration techniques for OnBase WorkView. A critical component of the course is the functional requirements discovery process and its associated documentation, which is unique to OnBase WorkView application development. Students are given multiple examples of OnBase WorkView applications as references for use in future design and development projects.<br>Duration: 5 days | \$2,539.04 |
| 54151 | Hyland Software, Inc. | TRWV11-CO | WorkView Implementation | The WorkView Implementation course is designed to teach students the architecture and configuration techniques for OnBase WorkView. A critical component of the course is the functional requirements discovery process and its associated documentation, which is unique to OnBase WorkView application development. Students are given multiple   | \$2,720.40 |

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|       |                       |          |   | examples of OnBase WorkView applications as references for use in future design and development projects.<br>Duration: 5 days   |             |
| 54151 | Hyland Software, Inc. | TRWVI2-C | WorkView Implementation                 | The WorkView Implementation course is designed to teach students the architecture and configuration techniques for OnBase WorkView. A critical component of the course is the functional requirements discovery process and its associated documentation, which is unique to OnBase WorkView application development. Students are given multiple examples of OnBase WorkView applications as references for use in future design and development projects.<br>Duration: 5 days | \$18,136.02 |
| 54151 | Hyland Software, Inc. | PHTOI1   | Partner Hosted Customer Training Course | Partners may engage Hyland Software Education Services to execute a standard OnBase customer course at their facilities for the partner's direct customers. This provides the partner with an opportunity to engage their customers, ensure that the system administrators are committed to their role in the OnBase solution, and support the  | \$17,002.52 |

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|       |                       |        |   | continued growth of the OnBase solution. Partners will be responsible for all travel and expenses for the course and the class size limits apply. This license must be used for all partner hosted courses supporting more than one customer.   |          |
| 54151 | Hyland Software, Inc. | TRUAW1 | OnBase System Admin. Recert. - Online   | This four-hour, online, instructor-led course will explore the changes in OnBase and how they directly impact system administration as well as the new features and best practices for administration. The class will also interactively explore areas of OnBase functionality and how they can be used to resolve user and organizational needs. Upon successfully completing this course, any individual who was or is an OnBase Certified System Administrator will have their certification status updated for two years. | \$272.04 |
| 54151 | Hyland Software, Inc. | WATWC1 | OnBase Workflow Admin. Recert. - Online | This four-hour, online, instructor-led course will explore the changes in OnBase workflow and their impact on new and existing workflow solution. This course will focus on best practices in design and targeting process efficiency. This interactive class will look at the results from   | \$272.04 |

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|       |                       |        |                          | <p>various process configuration and apply several workflow strategies to current projects. Upon successfully completing this course, any individual who was or is an OnBase Certified Workflow Administrator will have their certification status updated for two years.</p>   |            |
| 54151 | Hyland Software, Inc. | TREND1 | OnBase End User Training | <p>The OnBase End User Training course is designed to prepare attendees for the use of the OnBase Client or OnBase Web Client for basic retrieval and document interaction. Additional time will be spent performing retrievals using text searching, as well as the creation and viewing of document notes. E-mail and printing of documents will also be covered. Duration: 2 hours per session</p> | \$3,627.20 |
| 54151 | Hyland Software, Inc. | TRCCC1 | Custom Customer Training | <p>Hyland Software can create a training course geared towards the technical needs of individuals who are not pursuing one of the available OnBase certifications. The Customer will be responsible for any additional content generation and course preparation as well as travel and expenses for the technical staff necessary for the course. All Custom Customer Training courses must be</p>    | \$3,627.20 |

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|       |                       |          |   | reviewed and approved by the Manager of Education Services prior to booking.   |            |
| 54151 | Hyland Software, Inc. | TRCCC2   | Custom Customer Training                | Hyland Software can create a training course geared towards the technical needs of individuals who are not pursuing one of the available OnBase certifications. The Customer will be responsible for any additional content generation and course preparation as well as travel and expenses for the technical staff necessary for the course. All Custom Customer Training courses must be reviewed and approved by the Manager of Education Services prior to booking. | \$507.81   |
| 54151 | Hyland Software, Inc. | ACTCI1-C | Advanced Capt. Solutions Training Class | The Advanced Capture Solutions course provides in-depth, hands-on experience with Hyland's Advanced Capture solution. The course focuses on the appropriate installation and configuration of capture solutions, highlights best practices for identification and capture of document information, and administering in-place solutions. Duration: 5 days  | \$2,539.04 |



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| 54151 | Hyland Software, Inc. | ACTCI1-CO | Advanced Capt. Solutions Training Class | The Advanced Capture Solutions course provides in-depth, hands-on experience with Hyland's Advanced Capture solution. The course focuses on the appropriate installation and configuration of capture solutions, highlights best practices for identification and capture of document information, and administering in-place solutions. Duration: 5 days | \$2,720.40  |
| 54151 | Hyland Software, Inc. | ACTCI2-C  | Advanced Capt. Solutions Training Class | The Advanced Capture Solutions course provides in-depth, hands-on experience with Hyland's Advanced Capture solution. The course focuses on the appropriate installation and configuration of capture solutions, highlights best practices for identification and capture of document information, and administering in-place solutions. Duration: 5 days | \$18,136.02 |
| 54151 | Hyland Software, Inc. | TQTCE1    | TechQuest                               | TechQuest is a week of hands-on, focused training sessions designed to develop and refine OnBase customers' and resellers' technical knowledge. Attendees will have the opportunity to explore the technical specifications of solution design, work directly with new OnBase and meet one-   | \$2,539.04  |

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|       |                       |          |                                 | on-one with Hyland technical and development staff all while networking with other OnBase technical professionals to learn how they leverage OnBase.Duration: 5 days   |            |
| 54151 | Hyland Software, Inc. | EFTWI1   | Basic Electronic Forms - Online | This full day, instructor-led online course explores the essentials of creating HTML forms for use as electronic forms in OnBase. The course will review several tools for creating electronic forms, review the underlying architecture of forms and how they function in OnBase, as well as review best practices for design and manipulation through OnBase and Workflow. Individuals will craft several forms and build upon their knowledge to create electronic forms solutions. The course will also explore the embedding of simple scripts into the forms for data validation.Duration: 1 day | \$544.08   |
| 54151 | Hyland Software, Inc. | TRTSC1-C | Supporting OnBase               | The Technical Support Certification Course provides a unique opportunity for OnBase professionals dedicated to the technical support function to develop practical skills for diagnosing and troubleshooting common support issues. The course includes classroom instruction coupled  | \$2,539.04 |



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|-------|-----------------------|-----------|-------------------|--|------------|
|       |                       |           |                   | with practical exercises that address common issues faced by many partner companies in their direct support business. Participants also have an opportunity to work with members of Hyland Software's technical support group in a one-on-one basis, including observation of live support calls and the issue resolution procedures operative at Hyland Software.<br>Duration: 5 days   |            |
| 54151 | Hyland Software, Inc. | TRTSC1-CO | Supporting OnBase | The Technical Support Certification Course provides a unique opportunity for OnBase professionals dedicated to the technical support function to develop practical skills for diagnosing and troubleshooting common support issues. The course includes classroom instruction coupled with practical exercises that address common issues faced by many partner companies in their direct support business. Participants also have an opportunity to work with members of Hyland Software's technical support group in a one-on-one basis, including observation of live support calls and the issue resolution procedures operative at Hyland Software.<br>Duration: 5 days | \$2,720.40 |

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| 54151 | Hyland Software, Inc. | HC-TRSYS1    | System Administration - Healthcare | <p>The System Administration for Healthcare Solutions course is designed to provide the same core competencies of the System Administration course while healthcare-specific solutions and functionality. The course introduces new and existing OnBase System Administrators in healthcare settings to the use, maintenance, and administration of OnBase. The class provides in-depth, hands-on practical experience that map directly to the day-to-day activities of an OnBase System Administrator for a Healthcare solution. The class also investigates maintenance strategies and resources available to OnBase System Administrators. Duration: 5 days</p> | \$2,539.04 |
| 54151 | Hyland Software, Inc. | HC-TRSYS1-CO | System Administration - Healthcare | <p>The System Administration for Healthcare Solutions course is designed to provide the same core competencies of the System Administration course while healthcare-specific solutions and functionality. The course introduces new and existing OnBase System Administrators in healthcare settings to the use, maintenance, and</p>   | \$2,720.40 |

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|-------|-----------------------|-----------|------------------------------------|---|-------------|
|       |                       |           |                                    | <p>administration of OnBase. The class provides in-depth, hands-on practical experience that map directly to the day-to-day activities of an OnBase System Administrator for a Healthcare solution. The class also investigates maintenance strategies and resources available to OnBase System Administrators. Duration: 5 days</p>  |             |
| 54151 | Hyland Software, Inc. | HC-TRSYS2 | System Administration - Healthcare | <p>The System Administration for Healthcare Solutions course is designed to provide the same core competencies of the System Administration course while healthcare-specific solutions and functionality. The course introduces new and existing OnBase System Administrators in healthcare settings to the use, maintenance, and administration of OnBase. The class provides in-depth, hands-on practical experience that map directly to the day-to-day activities of an OnBase System Administrator for a Healthcare solution. The class also investigates maintenance strategies and resources available to OnBase System Administrators. Duration: 5 days</p> | \$18,136.02 |



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| 54151 | Hyland Software, Inc. | TRADSYS1-C  | OCR for AnyDoc System Administration | The OCR for AnyDoc System Administration is a five day course designed to introduce new and existing AnyDoc System Administrators to the use, maintenance, and administration of the AnyDoc Product Suite. This class focuses on installation, creating and testing master form templates, configuring and working within form family management, batch processing and system maintenance. This week includes training on OCR for AnyDoc and an introduction to AnyDoc CAPTUREit, AnyDoc EXCHANGEit, and AnyDoc MANAGEit. Duration: 5 days | \$2,539.04 |
| 54151 | Hyland Software, Inc. | TRADSYS1-CO | OCR for AnyDoc System Administration | The OCR for AnyDoc System Administration is a five day course designed to introduce new and existing AnyDoc System Administrators to the use, maintenance, and administration of the AnyDoc Product Suite. This class focuses on installation, creating and testing master form templates, configuring and working within form family management, batch processing and system maintenance. This week includes training on OCR for AnyDoc and an introduction to AnyDoc   | \$2,720.40 |

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|-------|-----------------------|------------|-----------------|--|------------|
|       |                       |            |                 | CAPTUREit, AnyDoc EXCHANGEit, and AnyDoc MANAGEit. Duration: 5 days  |            |
| 54151 | Hyland Software, Inc. | TRADIX1-C  | Infiniworx Core | The Infiniworx Core five day course provides an introduction to Infiniworx and creates the foundation for effectively deploying a capture workflow solution for document classification and document and data processing. Participants will learn how to construct workflows using drag-and-drop tools instead of programming, how to virtually eliminate the manual presorting of documents with auto-classification and routing, and how flexibility Infiniworx can be. Duration: 5 days | \$2,539.04 |
| 54151 | Hyland Software, Inc. | TRADIX1-CO | Infiniworx Core | The Infiniworx Core five day course provides an introduction to Infiniworx and creates the foundation for effectively deploying a capture workflow solution for document classification and document and data processing. Participants will learn how to construct workflows using drag-and-drop tools instead of programming, how to virtually eliminate the manual presorting of   | \$2,720.40 |

|       |                       |            |               |  |            |
|-------|-----------------------|------------|---------------|--|------------|
|       |                       |            |               | documents with auto-classification and routing, and how flexibility Infiniworx can be. Duration: 5 days  |            |
| 54151 | Hyland Software, Inc. | TRADAA1-C  | AnyDoc AnyApp | The AnyDoc AnyApp five day course details how to create, debug and test an AnyApp solution. It uses OCR for AnyDoc, and emphasizes setting up templates for unstructured forms processing specific to invoices. It is designed to teach various problem-solving approaches to acquiring data from unstructured forms. Sections of the class are devoted to various techniques concerning invoices, as opposed to attempting to mention every control on every dialog. Duration: 5 days | \$2,539.04 |
| 54151 | Hyland Software, Inc. | TRADAA1-CO | AnyDoc AnyApp | The AnyDoc AnyApp five day course details how to create, debug and test an AnyApp solution. It uses OCR for AnyDoc, and emphasizes setting up templates for unstructured forms processing specific to invoices. It is designed to teach various problem-solving approaches to acquiring data from unstructured forms. Sections of the class are devoted to various techniques concerning   | \$2,720.40 |

|       |                       |           |  |  |            |
|-------|-----------------------|-----------|--|--|------------|
|       |                       |           |  | invoices, as opposed to attempting to mention every control on every dialog. Duration: 5 days  |            |
| 54151 | Hyland Software, Inc. | EISDV1-C  | Enterprise Intg. Server for Developers | The Enterprise Integration Server for Developers course introduces students to the capabilities of the Hyland Enterprise Integration Server. Students will be introduced to the EIS architecture via lecture and labs. Students will build a real-world integration between OnBase and a Line of Business system. The course culminates with a certification exam. | \$2,539.04 |
| 54151 | Hyland Software, Inc. | EISDV1-CO | Enterprise Intg. Server for Developers | The Enterprise Integration Server for Developers course introduces students to the capabilities of the Hyland Enterprise Integration Server. Students will be introduced to the EIS architecture via lecture and labs. Students will build a real-world integration between OnBase and a Line of Business system. The course culminates with a certification exam. | \$2,720.40 |

|       |                       |            |                     |   |          |
|-------|-----------------------|------------|---------------------|---|----------|
| 54151 | Hyland Software, Inc. | OBFUND1-C  | OnBase Fundamentals | <p>The OnBase Fundamentals course is designed to provide those who will be engaging with Hyland Global Services, or becoming the System Administrator for your organization, with an understanding of the various components of the software that can be used to create OnBase solutions. Solution exercises will require learners to use OnBase resources before engaging in hands-on labs. Duration: 3 days</p> | \$453.40 |
| 54151 | Hyland Software, Inc. | OBFUND1-CO | OnBase Fundamentals | <p>The OnBase Fundamentals course is designed to provide those who will be engaging with Hyland Global Services, or becoming the System Administrator for your organization, with an understanding of the various components of the software that can be used to create OnBase solutions. Solution exercises will require learners to use OnBase resources before engaging in hands-on labs. Duration: 3 days</p> | \$453.40 |

|       |                       |           |  |  |            |
|-------|-----------------------|-----------|--|--|------------|
| 54151 | Hyland Software, Inc. | BWICP1-C  | Brainware Intelligent Capture: Core Concepts | For both OnBase and Perceptive customers, this Brainware Intelligent Capture class will introduce learners to the basics of installing and creating a project from the ground up. Students will have the opportunity to learn about Classification and Extraction engines in order to make the best choices for the documents and fields they wish to capture. They will experience these methods using both Structured and Unstructured document types and will create a fully functioning project using the Designer and Runtime Service applications. Students will also experience the Verifier application and work with Exception Handling states as a part of their solution. | \$2,720.40 |
| 54151 | Hyland Software, Inc. | BWICP1-CO | Brainware Intelligent Capture: Core Concepts | For both OnBase and Perceptive customers, this Brainware Intelligent Capture class will introduce learners to the basics of installing and creating a project from the ground up. Students will have the opportunity to learn about Classification and Extraction engines in order to make the best choices for the documents and fields they wish to capture. They will experience these methods using  | \$2,720.40 |

|       |                       |           |  |  |            |
|-------|-----------------------|-----------|--|--|------------|
|       |                       |           |  | both Structured and Unstructured document types and will create a fully functioning project using the Designer and Runtime Service applications. Students will also experience the Verifier application and work with Exception Handling states as a part of their solution.   |            |
| 54151 | Hyland Software, Inc. | BWINV1-C  | Brainware for Invoices: Installation and Configuration | The Brainware for Invoices course further builds upon the Brainware for Intelligent Capture: Core Concepts course and will introduce learners to the basics of installing and using the Invoices solution. Students will have the opportunity to adjust field settings to align with their business rules and configure validation to enhance their results. | \$2,720.40 |
| 54151 | Hyland Software, Inc. | BWINV1-CO | Brainware for Invoices: Installation and Configuration | The Brainware for Invoices course further builds upon the Brainware for Intelligent Capture: Core Concepts course and will introduce learners to the basics of installing and using the Invoices solution. Students will have the opportunity to adjust field settings to align with their business rules and configure validation to enhance their results. | \$2,720.40 |

|            |                          |          |                                  |  |     |
|------------|--------------------------|----------|----------------------------------|--|-----|
| 51121<br>0 | Hyland<br>Software, Inc. | MAINT1   | Annual Maintenance               | None.  | 20% |
| 51121<br>0 | Hyland<br>Software, Inc. | EXSUP1   | Extended Support Fee             | Hyland software charges a 15% extended support fee for any customer running on a version of software that has been designated as an "Extended Support Version". This fee is in addition to the Annual Maintenance percentage.  | 15% |
| 51121<br>0 | Hyland<br>Software, Inc. | REINSTAT | Annual Maintenance Reinstatement | (MAINTR) Hyland Software charges a 10% maintenance reinstatement fee for maintenance that has lapsed. To reinstate, 100% of the maintenance fees for the lapsed period must be paid, plus an amount equal to 110% of the Annual Maintenance fee for the renewal period commencing on the effective date of such reinstatement. | 10% |

## End User License Agreement IMPORTANT- READ CAREFULLY

This End User License Agreement (“EULA”) is made between Hyland Software, Inc. (“Hyland”), 28500 Clemens Road, Westlake, Ohio 44145 USA, and [USER NAME HERE] (“User”), [INSERT USER'S ADDRESS], an entity authorized to order under GSA Schedule contracts as defined in GSA Order ADM4800.2G, as may be revised from time to time, with respect to the licensing of the those certain proprietary software modules owned by Hyland, as described on Exhibit A attached hereto, including, in each case, third party software bundled by Hyland as part of a unified product (“Software”). “User” shall mean the instrumentality of the United States Government, or other authorized ordering entity, on whose behalf an order for the Software is issued pursuant to the Federal Supply Schedule 70 Contract which incorporates this agreement by reference and addenda. It shall mean the instrumentality/entity itself, and shall not apply to nor bind a representative, employee, or other individual acting on behalf of the instrumentality/entity with respect to the Software. The User is the party who is granted the license for the Software.

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

### 1. LICENSE:

- (a) Subject to payment in full of the Software license fees, Hyland grants to User a perpetual (except as otherwise provided in this EULA), non-exclusive, non-assignable (except as otherwise provided in this EULA), limited license to the Software, in machine-readable object code form only, solely for use by: (i) User internally, and only for capturing, storing, processing and accessing User’s own data; and (ii) subject to Section 1(l) below, by a third party contractor retained by User as a provider of services to User (“Contractor”), but only by the Contractor for capturing, storing, processing and accessing User’s own data in fulfillment of the Contractor’s contractual obligations as a service provider to User. The Software is licensed for use by a single organization and may not be used for the processing of third-party data as a service bureau, application service provider or otherwise. User shall not make any use of the Software in any manner not expressly permitted by this EULA.
- (b) User acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software may control such use. Software products that are volume-restricted will no longer function when the number of images processed within the annual term exceeds the maximum number of images per year (the “Volume Level”). User may choose to purchase a higher Volume Level at any time. User may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. User is prohibited from using any software other than the Software Client modules or the Software API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to User’s use of such other software and User has paid to Hyland the Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland’s licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.
- (c) User shall be entitled to use one (1) production copy of each Software module licensed and one (1) additional copy of the Software licensed in User’s production system for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software in a production environment. In addition, User shall be entitled to license a reasonable number of copies of the Software licensed in User’s production system to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration modules of the Software licensed by User under this Agreement, and training User’s employees on the

Software (“Test Systems”). User may be required to provide to Hyland certain information relating to User’s intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. User’s sole recourse in the event of any dissatisfaction with any Software used in any non-production system is to stop using such Software and return it to Hyland. User shall not make additional copies of the Software not specifically authorized by this paragraph (c).

- (d) User agrees: (1) not to remove any Hyland notices in the Software or Documentation (as defined in Section 5(b)); (2) not to sell, transfer, rent, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Software or Documentation; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software; and (5) not to prepare derivative works from the Software or Documentation.
- (e) “Beta Software” means either: (1) a complete new version of the Software which is a pre-release version only, is still undergoing development and testing at Hyland and is not a Hyland commercially released product; or (2) a potential new Software module which is included in a commercially-released version of the Software, but which is not available for commercial licensing by User or Hyland’s other customers generally and is still undergoing development and testing at Hyland. From time to time Hyland may make Beta Software available for User’s use in the Test Systems; and User may elect to license and use the Beta Software in the Test Systems. Except for the provisions of Section 5(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Beta Software, User acknowledges and agrees that all Beta Software delivered in accordance with this paragraph shall be considered to be “Software” for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Beta Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software; or (2) the date of Hyland’s commercial release of the final version of such Beta Software for licensing to its end users generally. Upon expiration or other termination of such period, User immediately shall discontinue any and all of use of the Beta Software and related documentation and remove or permit Hyland to deactivate the Beta Software. The expiration or termination of this EULA as to any Beta Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.
- (f) From time to time User may elect to evaluate certain Software modules that it has not licensed and does not currently use in its production environment (“Evaluation Software”), for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for User’s use in User’s Test Systems. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Evaluation Software, User acknowledges and agrees that all Evaluation Software delivered in accordance with this paragraph shall be considered to be “Software” for all other purposes of this EULA. Notwithstanding anything to the contrary, as to any Evaluation Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) thirty (30) days after the date such Software is activated for use in User’s Test Systems; or (2) immediately upon the delivery of written notice to such effect by Hyland to User. Upon expiration or other termination of such period, User immediately shall either (A) discontinue any and all of use of the Evaluation Software and related documentation and remove or permit Hyland to deactivate the Evaluation Software; or (B) deliver payment in full of the Software license fees that have been agreed upon for such Software to Hyland (if User purchases licenses for Software directly from Hyland) or to Hyland’s authorized solution provider (if User purchases licenses for Software through such authorized solution provider), and confirm in writing to Hyland that such Evaluation Software is added as additional Software licensed for User’s use in its production environment and (and other permitted environments) under this EULA. The termination of this EULA as to any Evaluation Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.
- (g) Upon expiration or other termination of any period of use of any Beta Software or of any Evaluation Software that User elects not to purchase a license to for use in User’s production environment under this EULA, User agrees that it will either provide to Hyland remote access to User’s systems on which such Beta Software or such Evaluation Software is installed for the limited purpose of permitting Hyland to deactivate such Beta Software or such Evaluation Software, or provide other reasonable means for deactivation.
- (h) User may not assign, transfer or sublicense all or part of this EULA without the prior written consent of Hyland; provided that Hyland agrees that such consent shall not be unreasonably withheld in the case of any assignment by User of the

EULA in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of User's assets that assumes in writing all of User's obligations and duties under this EULA.

- (i) The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. Such third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. Notwithstanding the above, User acknowledges that, depending on the modules licensed, the Software may include open source software provided pursuant to an open source license, in which case the open source license (a copy of which is provided in the Software) may grant you additional rights to such open source software.
- (j) The optional AccuZip™ component of the OCR for AnyDoc and AnyDoc EXCHANGEit Software products contains material obtained under agreement from the United States Postal Service (USPS) and must be kept current via an update plan provided by Hyland to maintain User's continued right to use. The USPS has contractually required Hyland to include "technology which automatically disables access to outdated [zip code] products." This technology disables only the AccuZip component and is activated only if AccuZip is not updated on a regular and timely basis. Hyland regularly updates the zip code list as part of maintenance and support for the AccuZip module.
- (k) If applicable, Software also includes all adapters created by Hyland and provided to you by Hyland or a Hyland authorized solution provider as part of an integration between the Software and a third party line of business application ("Integration Code"). Such Integration Code may only be used in combination with the Software and in accordance with the terms of this EULA.
- (l) The parties agree that any use of the Software by any Contractor shall be undertaken only in compliance with this EULA. User shall not allow any Contractor to: (1) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs"); (2) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or (3) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community), either through Contractor's use of User's own log-in credentials or through credentials received directly or indirectly by Contractor, in any case unless and until such Contractor and Hyland have executed an agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). In the case of any Contractor which has not signed a Contractor Use Agreement (including in the case of any breach by Customer of the preceding sentence ("Unauthorized Contractor")), User acknowledges that it's authorization of such use by an Unauthorized Contractor could result in User liability for any breach by such Contractor of any provision of the Agreement or harm caused to Hyland as a result of Unauthorized Contractor's permitted access to the Software without the constraints of the Contractor Use Agreement.
- (m) The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). User is not licensed to use the Software in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. User agrees not to use, distribute or sublicense the use of the Software in, or in connection with, any High Risk Use."
- (n) Upon reasonable notice to User, and upon a schedule that is mutually agreed upon by the parties, Hyland shall be permitted access to User's Software system and to audit User's use of the Software in order to determine User's compliance with the licensing terms this EULA. User shall reasonably cooperate with Hyland with respect to its performance of such audit and Hyland shall bear the costs of such audit. User acknowledges and agrees that except as otherwise required by law, User is prohibited from publishing the results of any benchmark test using the Software to any third party without Hyland's prior

written approval, and that User has not relied on the future availability of any programs or services in entering into this EULA.

- (o) The Medical Imaging Viewer Powered by Agfa Software module can provide an optional lossy compression algorithm for the permanent long-term archive. Responsibility for any decision by User to implement lossy compression (as opposed to lossless compression, which is the default) and or the deletion of the original data file will lie solely with the User. User acknowledges that lossy compression is irreversible and will result in the permanent destruction of image data and a loss of image quality. User also acknowledges that any decision as to the suitability of lossy compression for a particular image type or class of images lies solely with the User.

**2. OWNERSHIP:** Hyland and its suppliers own the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software, except for the limited express rights granted in this EULA.

**3. LICENSING PURCHASE ORDERS; SOFTWARE LICENSE FEES:** Ordering, invoicing and payment shall be in accordance with the GSA Schedule Contract to which this EULA has been incorporated by addenda, as well as the applicable Federal Acquisition Regulations for orders under GSA Schedule Contracts.

**4. INSTALLATION:** User may retain Hyland to provide installation services pursuant to the terms of a separate Work Agreement between the parties. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software.

**5. LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES:**

- (a) For a period of sixty (60) days from the date of delivery of Software delivered to User on tangible media at User's site, Hyland warrants to User that the media on which the Software is delivered are free from defects in materials and in workmanship.
- (b) For a period of six (6) months from the date that a Software module and a production certificate (which is a license certificate necessary to be applied to User's systems to activate the Software for use in User's production environment) including such Software module first have been delivered to User (either by shipment of media containing the Software, downloading of the Software or the production certificate onto User's systems in connection with the installation of the Software, or the Software or the production certificate being made available for download by User from a web site identified to User), Hyland warrants to User that the Software, when properly installed and properly used, will function in all material respects as described in the "Help Files" included in the Software and that relate to the functional, operational or performance characteristics of the Software ("Documentation"). The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Software that has been (1) modified by User or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused.
- (c) Hyland's sole obligation, and User's sole and exclusive remedy, for any non-conformities to the express limited warranties under paragraph (a) or (b) shall be as follows: provided that, within the applicable 60-day period, User notifies Hyland in writing of the non-conformity, Hyland will either (1) repair or replace the non-conforming media or Software, which in the case of the Software may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Hyland determines that repair or replacement of the non-conforming media or Software is not commercially practicable, then terminate this EULA with respect to the Software associated with the non-conforming media or with respect to the non-conforming Software, in which event, upon compliance by User with its obligations under Section 9, Hyland will refund any portion of the Software license fees paid prior to the time of such termination with respect to such Software.

- (d) EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN SECTIONS 5(a) and 5(b), HYLAND AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES OR REPRESENTATIONS REGARDING THE SOFTWARE OR ANY MEDIA. HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE INCLUDING BUT NOT LIMITED TO WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES THAT ARISE OR MAY BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL SATISFY USER'S REQUIREMENTS OR IS WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES. HYLAND DOES NOT PROVIDE ANY WARRANTY OR ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.
- (e) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this EULA or the Schedule Contract which this EULA forms a part of, and is signed on behalf of Hyland by a corporate officer, or authorized negotiator identified in the GSA Schedule Contract.

**6. INDEMNIFICATION:** Hyland agrees to indemnify User against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against User based upon any infringement or misappropriation by the Software of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (a) is notified immediately after User receives notice of such claim; (b) is consulted by the Department of Justice ("DOJ") and to the extent mutually agreed upon with the DOJ, is solely in charge of the defense of and any settlement negotiations with respect to such claim; (c) receives User's reasonable cooperation in the defense or settlement of such claim; and (d) has the right, upon either the occurrence of or the likelihood (in the opinion of Hyland) of the occurrence of a finding of infringement or misappropriation, either to procure for User the right to continue use of the Software, or to replace the relevant portions of the Software with other equivalent, non-infringing portions. If Hyland is unable to accomplish either of the options set forth in (d) above, at Hyland's option Hyland shall: (1) remove the infringing portion of the Software, and refund to User the full Software license fees paid by User for the infringing portion of the Software; or (2) remove the entire Software and refund to User the sum of (A) the full Software license fees paid by User for the infringing portion of the Software, plus (B) the unamortized Software license fees paid by User and attributable to the other portions of the Software, based upon a three (3) year straight-line amortization schedule commencing on the date such other portions of the Software are activated for use on User's systems. Notwithstanding anything to the contrary, Hyland shall have no obligation to User to defend or satisfy any claims made against User that arise from: (w) use of the Software by User other than as expressly permitted by this EULA; (x) the combination of the Software with any product not furnished by Hyland to User; (y) the modification of the Software other than by Hyland or any of its authorized resellers; or (z) the User's business methods or processes. THIS SECTION 6 STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF USER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BY THE SOFTWARE.

**7. LIMITATIONS OF LIABILITY:** IN NO EVENT SHALL HYLAND'S (INCLUDING ITS SUPPLIERS') LIABILITY EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEES ACTUALLY PAID BY USER. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS 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, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR CLAIMS BY THIRD PARTIES, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THIS AGREEMENT BE INTERPRETED AS MAKING MICROSOFT CORPORATION, AS A SUPPLIER TO HYLAND OF THIRD PARTY SOFTWARE BUNDLED WITH THE SOFTWARE LICENSED UNDER THIS EULA, LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS (\$5.00).

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

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

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

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

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

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

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

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



incorporate such alternative regulations via inclusion in its order, and the terms required by such regulations shall supersede any conflicting contractual term or conditions in this EULA.

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

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

**HYLAND SOFTWARE, INC.**

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Hyland Legal

Approved By:

Date:

EXHIBIT A

TO  
EULA

Software licensed for use pursuant to the EULA:

1. Current Software licensed:

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

Placeholder for Negotiated Agreement

## Software Maintenance Agreement

This Agreement is made and entered into effective as of the date this Agreement is signed by the last party that signs, as determined based upon the dates set forth after their respective signatures (the “Effective Date”), by and between Hyland Software, Inc., with its principal offices at 28500 Clemens Road, Westlake, Ohio 44145 (“Hyland”), and \_\_\_\_\_, with its principal offices at \_\_\_\_\_ (“Licensee”) an entity authorized to order under GSA Schedule contracts as defined in GSA Order ADM4800.2G, as may be revised from time to time. “Licensee” shall mean the instrumentality of the United States Government, or other authorized ordering entity, on whose behalf an order for the Software is issued pursuant to the Federal Supply Schedule 70 Contract which incorporates this agreement by reference and addenda. It shall mean the instrumentality/entity itself, and shall not apply to nor bind a representative, employee, or other individual acting on behalf of the instrumentality/entity with respect to the Software.

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

### RECITAL:

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

NOW, THEREFORE, the parties mutually agree as follows:

1. **DEFINED TERMS.** The following terms shall have the meanings set forth below for all purposes of this Agreement:
  - (a) Annual Maintenance Fees. “Annual Maintenance Fees” means the amounts charged by Hyland and payable by Licensee for Maintenance and Support of Supported Software or Extended Support Software for a maintenance period.
  - (b) Documentation. “Documentation” means the “Help Files” included in the Software which relate to the functional, operational or performance characteristics of the Software.
  - (c) Error. “Error” means any defect or condition inherent in the Software that causes the Software to fail to function in all material respects as described in the Documentation.
  - (d) Error Correction Services. “Error Correction Services” means Hyland’s services described in Section 2.1(b).
  - (e) EULA. “EULA” is defined in the recital to this Agreement.
  - (f) Initial Maintenance Period. “Initial Maintenance Period” means the twelve (12) month period that begins on the earlier of: (1) the date Licensee (or Hyland at Licensee’s direction) actually applies the initial Production Certificate to the initial Software; or (2) the sixtieth (60<sup>th</sup>) day after the Production Certificate is first made available to Licensee for electronic download by Hyland.
  - (g) Maintenance and Support. “Maintenance and Support” means:
    - (1) for Supported Software: (A) Error Correction Services, (B) Technical Support Services, and (C) the availability of Upgrades and Enhancements in accordance with Section 2.1(d); or
    - (2) for Extended Support Software: (A) Technical Support Services and (B) the availability of an Upgrade and Enhancement in accordance with Section 2.1(d).

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

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

(i) Supported Software; Extended Support Software; Retired Software. At any particular time during a maintenance period under this Agreement:

(1) “Supported Software” means the current released version of the Software and any other version of such Software that is not Extended Support Software or Retired Software.

(2) “Extended Support Software” means any version of the Software which is identified on Hyland’s secure end user web site (currently <https://www.hyland.com/community>) as being subject to extended support.

(3) “Retired Software” means any version of the Software which is identified on Hyland’s secure end user web site as being retired.

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

(j) Technical Support Services. “Technical Support Services” means Hyland’s services described in Section 2.1(a).

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

## 2. MAINTENANCE AND SUPPORT.

2.1 Maintenance and Support Terms. Subject to Licensee’s payment of the applicable Annual Maintenance Fees, Hyland will provide Maintenance and Support as follows:

(a) Technical Support Services.

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

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

(b) Error Correction Services.

(1) During Regular Technical Support Hours, with respect to any Errors in the Supported Software which are reported by Licensee and which are confirmed by Hyland, in the exercise of its reasonable judgment, Hyland will use its commercially reasonable efforts to correct the Error, which may be effected by a commercially reasonable workaround. Hyland shall promptly commence to confirm any reported Errors after receipt of a proper report of such

suspected Error from Licensee. Hyland may elect to correct the Error in the current available or in the next available commercially released version of the Supported Software and require Licensee to implement an Upgrade and Enhancement to the version selected by Hyland in order to obtain the correction.

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

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

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

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

(2) Error Correction Services. In reporting any suspected Errors in Supported Software, Licensee shall provide prompt notice of any Errors in Supported Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Hyland's then current policies for reporting of Errors. Hyland's current policies require Licensee to report Errors by telephone using Hyland's regular technical support telephone line (440-788-5600) or by e-mail using Hyland's regular technical support e-mail address ([support@onbase.com](mailto:support@onbase.com)), except that outside of Regular Technical Support Hours all qualified suspected Errors must be reported by telephone. If requested by Hyland, Licensee agrees to provide written documentation of Errors to substantiate the Errors and to assist Hyland in the detection, confirmation and correction of such Errors.

(d) Upgrades and Enhancements.

(1) Hyland will provide all Upgrades and Enhancements, if and when released during the term of this Section 2 of this Agreement. Licensee acknowledges and agrees that Hyland has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland's policies respecting Upgrades and Enhancements and the release thereof to its end users.

(2) Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Hyland and the sole and exclusive property of Hyland, and shall be subject to all of the restrictions, limitations and protections of the EULA and this Agreement. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Hyland.

(3) In the case of Extended Support Software, the only Upgrade and Enhancement available is a full Upgrade and Enhancement to the latest released version of Supported Software.

(4) Upgrades and Enhancements are not available for Retired Software.

(e) Licensee's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Licensee agrees to implement, in the manner instructed by Hyland, all Error corrections and Upgrades and Enhancements to the Supported Software or Extended Support Software, as applicable. Licensee's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this paragraph shall relieve Hyland of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement.

(f) On-line Access. Licensee acknowledges and agrees that Hyland requires on-line access to the Software installed on Licensee's systems in order to provide Maintenance and Support. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, means of communication and the appropriate communications software as specified by Hyland and an adequate connection with Hyland to facilitate Hyland's on-line Maintenance and Support.

## 2.2 Exclusions.

(a) Generally. Hyland is not responsible for providing, or obligated to provide, Maintenance and Support under this Agreement: (1) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any design defect in any configuration of the Software, which activities in any such case were undertaken by any party other than Hyland; (2) in connection with any Error if Hyland has previously provided corrections for such Error which Licensee fails to implement; (3) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Hyland), hardware or any system or networking utilized by Licensee; (4) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Maintenance and Support to Licensee with respect to the Software.

(b) Software API and Work Products. Maintenance and Support is not provided for any problems (other than Errors) or questions related to the operation or use of the Software application programming interfaces (APIs). In addition, Maintenance and Support is not provided for any Work Products (as defined hereinbelow) delivered under any work agreement. "Work Products" means all work products in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing that are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of professional services.

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

## 2.3 Certain Other Responsibilities of Licensee.

(a) Operation of the Software and Related Systems. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software and all related hardware and software (including the database software); and for obtaining or providing training for its personnel; and for instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use.

(b) Access to Premises and Systems. Licensee shall make available reasonable access to and use of Licensee's computer hardware, peripherals, Software and other software as Hyland deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support. Such right of access and use shall be provided at no cost or charge to Hyland.

2.4 Professional Services for Projects Not Covered by Technical Support Services or Error Correction Services. If Licensee requests technical services related to the Software that Hyland is not obligated to provide under this Agreement, and Hyland nevertheless agrees to provide such requested services, then in any such case Licensee agrees that such services shall not be covered by this Agreement or the Annual Maintenance Fees and such services only shall be engaged and provided

pursuant to a separate work agreement for professional services fees in accordance with such terms as the parties may mutually agree upon.

### 3. PURCHASE ORDERS.

Licensee shall be required to submit a purchase order for the purchase of Maintenance and Support under this Agreement for the first maintenance period applicable to each Supported Software or Extended Support Software module. Each such purchase order shall be subject to acceptance or rejection by Hyland.

### 4. FEES, PAYMENTS, CURRENCY AND TAXES.

(a) Annual Maintenance Fees. Licensee shall pay to Hyland Annual Maintenance Fees for each maintenance period under this Agreement in the amounts invoiced by Hyland for Supported Software or Extended Support Software for the applicable maintenance period determined in accordance with the GSA Contract. Hyland shall invoice Licensee for Annual Maintenance Fees promptly after Hyland's acceptance of Licensee's purchase order for Maintenance and Support of such Software, but only in accordance with the payment and invoicing terms of the GSA Schedule Contract. Licensee shall pay each such invoice in full net 30 days from the invoice date, or as otherwise provided in the payment and invoicing terms of the GSA Schedule Contract. In the event that any maintenance period under this Agreement for a Supported Software or Extended Support Software module is a period of less than twelve (12) calendar months, the Annual Maintenance Fees for such maintenance period for such module will be pro-rated based upon the number of calendar months in such maintenance period (including the calendar month in which such maintenance period commences if such period commences prior to the 15<sup>th</sup> day of such month).

(b) Taxes and Governmental Charges. Licensee agrees to provide Hyland with evidence of tax exemption in accordance with Federal Acquisition Regulation, Subparts 29.2 and 29.3, in connection with any remittance otherwise required to be made by Hyland on behalf of or for the account of Licensee.

(c) Resolution of Invoice Disputes. If, prior to the due date for payment under any invoice, Licensee notifies Hyland in writing that it disputes all or any portion of an amount invoiced, both parties will use commercially reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any amount remains disputed in good faith after such 30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute.

(d) Certain Remedies for Non-Payment or for Late Payment. Hyland's remedies for Non-payment shall be addressed in accordance with the invoicing and payment terms of the GSA Schedule Contract, as well as the Prompt Payment Act, and Contract Disputes Act.

(e) U.S. Dollars. All fees, costs and expenses under this Agreement shall be determined and invoiced in, and all payments required to be made in connection with this Agreement to Hyland shall be made in, U.S. dollars.

### 5. LIMITED WARRANTY.

(a) Limited Warranty. For a period of sixty (60) days from the date of completion of Technical Support Services or Error Corrections Services, Hyland warrants to Licensee that such services have been performed in a good and workmanlike manner and substantially according to industry standards. Provided that, within the 60-day period referred above, Licensee notifies Hyland in writing of any non-conformity of such services to the foregoing limited warranty, Hyland's sole obligation, and Licensee's sole and exclusive remedy, shall be for Hyland to use commercially reasonable efforts to re-perform the nonconforming services in an attempt to correct the nonconformity(ies). If Hyland is unable to correct such nonconformity(ies) after a reasonable period of time, Licensee's sole and exclusive remedy shall be to exercise its termination rights under Section 7.2. This limited warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

(b) No Warranty of Upgrades and Enhancements. The EULA shall govern any limited warranty or disclaimers relating to Upgrades and Enhancements of the Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Upgrades and Enhancements.

(c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5(a) ABOVE, HYLAND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT OR ANY UPGRADES AND ENHANCEMENTS TO SOFTWARE PROVIDED UNDER THIS AGREEMENT. HYLAND DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES OR UPGRADES AND ENHANCEMENTS TO SOFTWARE PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY OF THE FOREGOING WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

(d) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, or the GSA Schedule Contract which this EULA forms a part of, and is signed on behalf of Hyland by a corporate officer, or authorized negotiator identified in the GSA Schedule Contract.

## 6. **LIMITATIONS OF LIABILITY.**

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

## 7. **TERM AND TERMINATION.**

### 7.1 Term.

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

shall immediately terminate at the time the version of the Software licensed by Licensee and in use in its production environment becomes Retired Software.

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

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

#### 7.2 Early Termination by Licensee.

(a) **For Convenience.** At any time Licensee may terminate this Agreement, for any reason or for no reason, upon not less than thirty (30) days advance written notice to Hyland to such effect.

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

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

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

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

(b) Survival of Certain Obligations. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 2.1(d)(2) (as it relates to title and ownership), Section 5(c) and (d), Section 5, Section 6, Section 7, Section 9 and Section 10.

**8. FORCE MAJEURE.** No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 8 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 8 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

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

## **10. GENERAL PROVISIONS.**

Governing Law; Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the applicable substantive Federal laws. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall be determined solely in accordance with applicable federal law.

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

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

(d) Integration. This Agreement and the EULA, including any and all exhibits and schedules referred to herein or therein, and together with the GSA Schedule Contract in which it has been incorporated as an addenda, set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement, subject to the terms of its incorporation in the GSA Schedule Contract, will prevail over any conflicting stipulations contained or referenced in any other document.

(e) Binding Agreement; No Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Hyland may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity, with the prior written consent of Licensee, which shall not be unreasonably withheld. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Hyland. Any change in control of Licensee resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section 10(e) shall be null and void and of no force or effect.

(f) Severability. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

(g) Independent Contractor. The parties acknowledge that Hyland is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support.

(h) Subcontracting. Hyland may subcontract all or any part of Maintenance and Support. Hyland shall remain responsible to Licensee for the provision of any subcontracted services.

(i) Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.

(j) Intentionally Omitted.

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

(l) Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Service Provider

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_