



## Information Technology Department

### 5WH- FY25 OnBase Annual Maintenance Renewal

**CAR Form Description:** OnBase Annual Maintenance Renewal

**What:** FY25 OnBase Annual Maintenance Renewal

**Who:** Office of Information Technology

**Where:** 722 Moody Ave, Galveston, TX 77550

**When:** 1/1/2025 - 12/31/2025

**Why:** This is a renewal of our Annual Maintenance contract with DataBank IMX in order to maintain support of the OnBase Software. Please see attached for details.

**Additional Information:**

| <u>Item/Description</u>     | <u>Qty</u> | <u>Units</u> | <u>Total</u> |
|-----------------------------|------------|--------------|--------------|
| Hyland Software Maintenance | 1          |              | \$154,422.43 |
| Extended Support Fee        | 1          |              | \$38,610.27  |

**Total \$ 193,052.70**

Maintenance: Software  Hardware  FY: 25 Renewal:  Budget Amount: \$193,100.00

DIR Contract Yes  No

Charge to account: 1101159100 5419301

Submitted by: Darleen Grandison

Date: 11/14/2024

# FY25 OnBase Annual Maintenance Renewal

Requested by Grandison, Darleen on Nov 14, 2024 02:53 PM | Approval Status : Not Configured

## Request Details

|              |                         |       |                     |
|--------------|-------------------------|-------|---------------------|
| Request Type | <b>Service Request</b>  | Mode  | <b>E-Mail</b>       |
| Status       | <b>Work In Progress</b> | Level | <b>Not Assigned</b> |

## Requester Details

|                |                           |       |   |
|----------------|---------------------------|-------|---|
| Requester Name | <b>Grandison, Darleen</b> | Asset | - |
|----------------|---------------------------|-------|---|

|            |                         |              |                    |
|------------|-------------------------|--------------|--------------------|
| Site       | <b>Base Site</b>        | Category     | <b>Software</b>    |
| Group      | <b>Business Office</b>  | Sub Category | <b>ECM Systems</b> |
| Technician | <b>Michaels, Lauren</b> | Item         | <b>OnBase</b>      |

|                   |                              |                |                       |
|-------------------|------------------------------|----------------|-----------------------|
| Created Date      | <b>Nov 14, 2024 02:53 PM</b> | Responded Time | <b>Not Configured</b> |
| Due by date       | <b>Nov 22, 2024 02:53 PM</b> | Completed Time | <b>Not Configured</b> |
| Response Due Date | <b>Not Configured</b>        |                |                       |

Emails to Notify -

|            |                           |                  |                               |
|------------|---------------------------|------------------|-------------------------------|
| Created By | <b>Grandison, Darleen</b> | Department       | <b>Information Technology</b> |
| Template   | <b>Ad-Hoc Service</b>     | Service Category | <b>Ad-Hoc</b>                 |
| SLA        | <b>6 Day Resolution</b>   |                  |                               |

## Description

Quote Amount: \$ 193,052.70  
Start Date: 11/01/2025  
End Date: 12/31/2025

## Requester Details

**Grandison, Darleen**

darleen.grandison@galvestoncountytexas.gov

Employee ID

E09864

Phone +14097705342  
Mobile -  
Job Title IT Business Systems Manager  
Site Base Site  
Department Information Technology  
Reporting Manager Martinez, Chris  
Test -

### Assets belonging to the User

| Name        | Product                    | Product Type    | Asset Type | Product Manufacturer | Warranty Expiry Date |
|-------------|----------------------------|-----------------|------------|----------------------|----------------------|
| fch2049f6t2 | UC Conference Phone - 8841 | Desktop Phones  | Asset      | Cisco                | -                    |
| 79826M3     | Latitude 5421              | Workstation     | Asset      | Dell Inc.            | -                    |
| 6BWH2R3     | WD19S                      | Docking Station | Component  | Dell                 | -                    |
| 4LMS2H3     | U2722D                     | Monitor         | Component  | Dell                 | -                    |
| 2NMS2H3     | U2722D                     | Monitor         | Component  | Dell                 | -                    |

### Checklists

No checklists available

### Resolution

No resolution available



**MAINTENANCE INVOICE**

**NO. MO45001570**  
**DATE: 12/18/2024**

Sales Order No. MO45001570  
 Order Type Maintenance  
 Customer ID GAL3000

| BILL TO:   | SHIP TO:   |
|--|--|
| ACCOUNTS PAYABLE<br>GALVESTON CCOUNTY<br>722 MOODY AVE, 4TH FLOOR<br>GALVESTON, TX 77550 | ACCOUNTS PAYABLE<br>GALVESTON CCOUNTY<br>722 MOODY AVE, 4TH FLOOR<br>GALVESTON, TX 77550 |

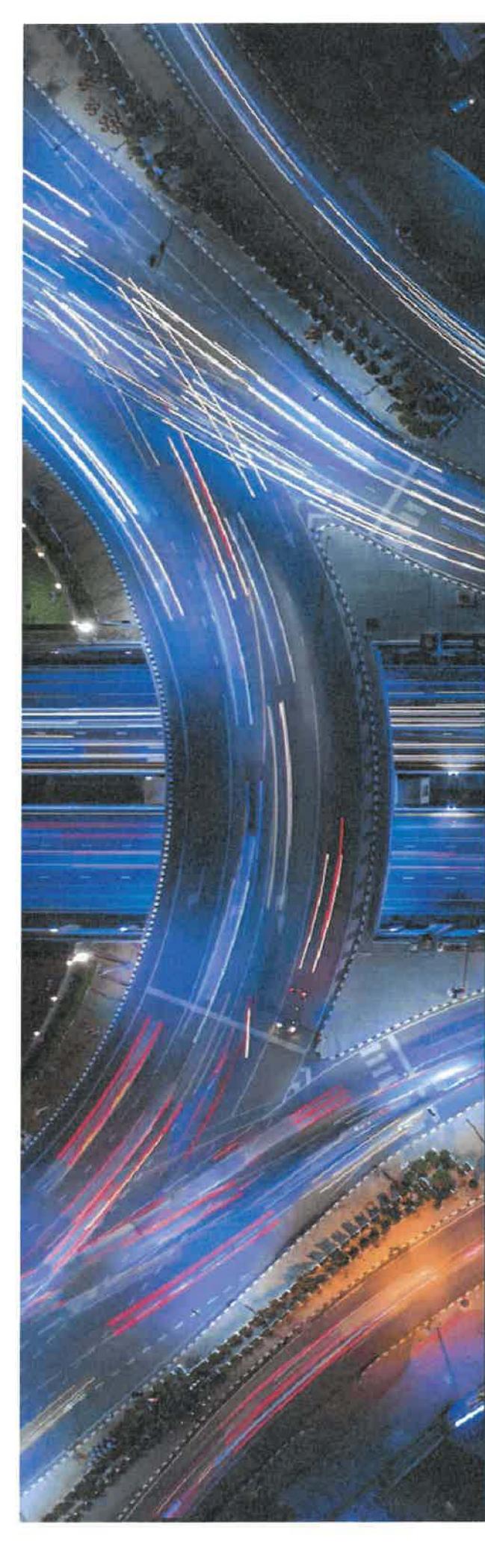
Notes: **\*\*OnBase Maintenance increase:** Hyland has the annual uplift on OnBase maintenance as 7.5% effective immediately. This uplift is reflected on the current invoice. PAGE 1  
**\*\*Reinstatement fees:** Effective with your 2025 customer renewal, will be a mandatory 10 percent reinstatement fee for any past due invoice. Hyland will no longer offer any type of grace period. Databank is to receive full payment before 1/31/2025 so that we may process the associated paper work with our technology partners. Receipt of a Purchase Order will not continue maintenance coverage.

| LOCATION CODE  | SHIP VIA | ORDERED BY   | CUSTOMER P.O. NO. |        |                |
|--|----------|--------------|-------------------|--------|----------------|
| 45   | Best Way |              |                   |        |                |
| ORDER DATE   | TERMS    | SALES PERSON | CONTRACT NUMBER   |        |                |
|  |          | Fryzek, A    |                   |        |                |
| PART NUMBER  | QUANTITY | UNITS        | UNIT PRICE        | DISC % | EXTENDED PRICE |
| 17005  | 1.00     | EACH         | 154,442.430000    | 0.00   | 154,442.43     |
| Hyland Maint - 1/1/2025 thru 12/31/2025  |          |              |                   |        |                |
| Notes: HSI # 13509   |          |              |                   |        |                |
| 17005  | 1.00     | EACH         | 38,610.266000     | 0.00   | 38,610.27      |
| Extended Support Fee   |          |              |                   |        |                |
| Notes: ESF fees will be waived in accordance with the Financial Commitment Agreement |          |              |                   |        |                |

Notes:

|   |  |                     |                   |
|---|--|---------------------|-------------------|
| <b>Please Remit Payment to:</b><br>Databank IMX LLC<br>PO BOX 829878<br>PHILADELPHIA, PA 19182-9878 | <b>Electronic Remittances to:</b><br>Account Name: Databank IMX LLC<br>Bank Name: Sumitomo Mitsui Banking Corp., New York<br>Routing #: 0260-0967-4<br>Acct Number: 340491 | Sales Total         | 193,052.70        |
|   |  | Shipping & Handling | 0.00              |
|   |  | Total Misc. Charges | 0.00              |
|   |  | Sales Tax           | 0.00              |
|   |  |                     | 193,052.70        |
|   |  | Less Paid Amount    | 0.00              |
|   |  | <b>TOTAL</b>        | <b>193,052.70</b> |

| Code    | Name  | Quantity | Unit Cost    | Extended Amount |
|---------|---|----------|--------------|-----------------|
| ADMPI1  | Document Composition Maintenance                                | 1        | \$ 5,701.46  | \$ 5,701.46     |
| AEMPI2  | Enterprise Application Enabler Maintenance                      | 1        | \$ 14,253.65 | \$ 14,253.65    |
| AIMPW3  | Desktop Document Imaging (Unlimited) Maintenance                | 22       | \$ 427.62    | \$ 9,407.64     |
| CLMPW1  | COLD/ERM Maintenance  | 1        | \$ 2,850.73  | \$ 2,850.73     |
| CMMP11  | Configuration Migration Utility Maintenance                     | 1        | \$ -         | \$ -            |
| CTMPC1  | Concurrent Client (1-100) Maintenance                           | 29       | \$ 399.12    | \$ 11,574.48    |
| CTMPC1  | Concurrent Client (1-100) Maintenance                           | 50       | \$ 399.12    | \$ 19,956.00    |
| CTMPN1  | Named User Client (1-100) Maintenance                           | 2        | \$ 199.55    | \$ 399.10       |
| DGMPN1  | Digital Signatures Maintenance                                  | 11       | \$ 57.02     | \$ 627.22       |
| DIMPW1  | Production Document Imaging (Kofax or Twain) (1) Maintenance    | 1        | \$ 1,425.37  | \$ 1,425.37     |
| DIMPW2  | Production Document Imaging (Kofax or Twain) (2+) Maintenance   | 2        | \$ 855.22    | \$ 1,710.44     |
| DKTMPI1 | Document Knowledge Transfer & Compliance (Maintenance)          | 1        | \$ 4,561.18  | \$ 4,561.18     |
| DMMP11  | EDM Services Maintenance  | 1        | \$ 11.40     | \$ 11.40        |
| DPMPW1  | Document Import Processor Maintenance                           | 1        | \$ 1,425.37  | \$ 1,425.37     |
| DSMPI1  | Distributed Disk Services Maintenance                           | 1        | \$ 1,425.37  | \$ 1,425.37     |
| DXMPI1  | Integration for DocuSign eSignature Maintenance                 | 1        | \$ 4,276.09  | \$ 4,276.09     |
| GWMP11  | Public Sector Constituency Web Access Maintenance               | 1        | \$ 840.97    | \$ 840.97       |
| IAMPW1  | Advanced Capture Maintenance                                    | 1        | \$ 7,126.83  | \$ 7,126.83     |
| OBAMPI1 | Office Business Application Maintenance                         | 1        | \$ 1,425.37  | \$ 1,425.37     |
| OBMPW1  | Multi-User Server Maintenance                                   | 1        | \$ 2,280.58  | \$ 2,280.58     |
| OCMPW1  | Batch OCR Maintenance   | 1        | \$ 427.62    | \$ 427.62       |
| OUTMPI1 | Integration for Microsoft Outlook Maintenance                   | 1        | \$ 2,850.73  | \$ 2,850.73     |
| PIMPW1  | PDF Input Filter Maintenance                                    | 1        | \$ 2,015.35  | \$ 2,015.35     |
| PRMPI1  | Physical Records Management Maintenance                         | 1        | \$ 4,276.09  | \$ 4,276.09     |
| PTMPC1  | Virtual Print Driver Maintenance                                | 1        | \$ 1,425.37  | \$ 1,425.37     |
| PWMP11  | Signature Pad Interface (TWAIN) Maintenance                     | 1        | \$ 1,710.43  | \$ 1,710.43     |
| RHMP11  | Reporting Dashboards (Maintenance)                              | 1        | \$ 2,850.73  | \$ 2,850.73     |
| RIMPI1  | Records Management Maintenance                                  | 1        | \$ 5,701.46  | \$ 5,701.46     |
| STMPI1  | StatusView Maintenance  | 1        | \$ -         | \$ -            |
| TYMPI1  | Directory Import Processor Maintenance                          | 1        | \$ 1,425.37  | \$ 1,425.37     |
| UFMP11  | Unity Forms Maintenance   | 1        | \$ -         | \$ -            |
| UIMPI1  | Unity Integration Toolkit Maintenance                           | 1        | \$ 2,850.73  | \$ 2,850.73     |
| UNMPI1  | Unity Client Server Maintenance                                 | 1        | \$ 2,850.85  | \$ 2,850.85     |
| WLMPC1  | Workflow Concurrent Client SL (1-20) Maintenance                | 20       | \$ 627.14    | \$ 12,542.80    |
| WLMPC2  | Workflow Concurrent Client SL (21-50) Maintenance               | 20       | \$ 513.13    | \$ 10,262.60    |
| WTMPI1  | Conversion From Microsoft Office To Image Framework Maintenance | 1        | \$ 855.22    | \$ 855.22       |
| WTMPW1  | Web Server Maintenance  | 1        | \$ 2,850.73  | \$ 2,850.73     |
| WWMPC1  | Workflow/WorkView Concurrent Client SL (1-20) Maintenance       | 10       | \$ 826.71    | \$ 8,267.10     |
| ESF1    | Extended Support Fee  | 1        | \$ 38,610.27 | \$ 38,610.27    |
|         |   |          |              | \$ 193,052.70   |



COUNTY OF GALVESTON, TX

STATEMENT OF WORK

ONBASE UPGRADE

DECEMBER 19, 2024



**DataBank**  
A KYOCERA GROUP COMPANY

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# VERSION CONTROL

## Document Attributes

|                         |   |
|-------------------------|---|
| Document Name           | Statement of Work                               |
| Document Identifier     | 20240319_County of Galveston_OnBase Upgrade_SOW |
| Publish Date            | 4/30/2024                                       |
| Current Revision Number | 0.3   |

## Version History

| Version Number | Date       | Responsibility (Author) | Description                           |
|----------------|------------|-------------------------|---------------------------------------|
| 0.1            | 4/30/2024  | Rick Billiet            | Initial draft                         |
| 0.2            | 4/30/2024  | Aaron Fryzek            | Standard Updates                      |
| 0.3            | 12/19/2024 | Aaron Fryzek            | Adjusted DIR Rates with \$185.50 rate |
|                |            |                         |                                       |
|                |            |                         |                                       |

## RACI Chart

| Name              | Position   | * | R | A | S | C | I |
|-------------------|--|---|---|---|---|---|---|
| Lee Meyerdirk     | DataBank - Government Practice Director              | X |   | X | X |   | X |
| Adam Herrmann     | DataBank – Senior Vice President of Services         |   |   | X | X |   | X |
| Rick Billiet      | DataBank – Manager, Database & Infrastructure        |   |   |   | X |   | X |
| Kendra Deutsch    | DataBank - Government Professional Services Director |   |   |   | X |   | X |
| Brian Wienclaw    | DataBank - Bid Manager                               |   | X |   |   |   | X |
| Aaron Fryzek      | DataBank - Solutions Consultant                      |   |   |   | X |   | X |
| Darleen Grandison | County of Galveston- Project Sponsor                 |   |   |   |   | X | X |

|                   |  |
|-------------------|--|
| <b>Column Key</b> | <p>* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement</p> <p>R – Responsible: Person responsible for creating this document.</p> <p>A – Accountable: Person accountable for accuracy of this document.</p> <p>S – Supports: Individuals providing supporting services in the production of this document.</p> <p>C – Consulted: Individuals providing input (interviewee, etc.).</p> <p>I – Informed: Individuals who must be informed of any changes.</p> |
|-------------------|--|

## End User Maintenance

|                    |            |
|--------------------|------------|
| Customer Number    | 13509      |
| Maintenance Status | FULL       |
| Expiration Date    | 12/31/2024 |

DataBank has verified End User Maintenance will be valid for the duration of this project.



## EXECUTIVE SUMMARY

Hyland Software, Inc., manufacturer of OnBase, occasionally releases new versions of the software. Each new version may contain new modules, new features in existing modules, corrections and/or enhancements to the software. DataBank strongly encourages their Customers to stay relatively current with the release schedule of OnBase. This benefits Customers in terms of maintenance, support, and overall user experience.

County of Galveston, TX (hereinafter referred to as "Customer") is seeking to upgrade their current OnBase environments and is leveraging DataBank IMX, LLC, a Delaware Limited Liability Company (hereinafter referred to as "DataBank"), with its principal offices located at 458 Pike Road, Huntingdon Valley, PA 19006 to assist with the upgrade implementation.

In conjunction with the upgrade, Customer has a number of existing VBScript items that use the deprecated dmCoreX API. As part of their preparation to upgrade their OnBase system, Customer has requested that these scripts be converted to use the Unity Automation API or replaced with Workflow actions. This Statement of Work addresses the following (1) scripts that require conversion to Unity Scripts:

- VBScript\_EmailValidation.vbs

## OBJECTIVE

The objective of this document is to present the project scope, deliverables, assumptions, and professional service estimates for implementing the solution at Customer. It will also serve to solicit approval from Customer to move ahead with the described activities upon receipt of a signed copy.

## UPGRADE PROJECT PLAN OVERVIEW

This Statement of Work outlines a project plan for an Incremental Parallel (IPUP) OnBase upgrade from version 18 to Current OnBase Release Build.

This project is to be performed remotely, using a remote screen-sharing application (Teams, Zoom, etc.).

Environments, servers and complex solutions to be covered under this project are:

### TEST Environment

- 1 Database Server
- 1 Web Server
- 1 App Server

### PROD Environment

- 1 Database Server
- 1 Web Server
- 1 App Server

Certain OnBase modules pose particular considerations for OnBase projects. Modules licensed in the Customer environment include, but are not limited to:

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Workflow          | <input checked="" type="checkbox"/> WorkView                | <input type="checkbox"/> SSO/Identity Provider      |
| <input type="checkbox"/> Encrypted Keyword/Diskgroups | <input type="checkbox"/> Autonomy IDOL                      | <input checked="" type="checkbox"/> File Server/DDS |
| <input type="checkbox"/> Mobile                       | <input checked="" type="checkbox"/> Thick Client Processing | <input checked="" type="checkbox"/> Other           |

The Batch OCR license has been sunset by Hyland and as part of this project will be replaced by Full Page OCR.

As part of this project, the OnBase database and/or component servers will be migrated to new hardware, or virtual hardware. This is a billable expense that is included in Time and Expenses estimates. Due to the number of servers



and the complexity of architecture, a change order may be required if further complexity or unreported performance issues are discovered once the project begins.

As part of the pre upgrade analysis an assessment of custom components was conducted. The results are –

Summary:

- Remove application disconnect from 1 Unity script
- Replace 1 VBScript
  - This is an autofill, so if in-use it is urgent
- Replace up to 110 SQL AF/DS
  - Note: 70 of these contain duplicate SQL queries

-----

Details:

- 1 Html Form (See attached spreadsheet for list)
  - 1 Missing Files (out of scope)
    - C:\inetpub\wwwroot\SIREIntegration\MeetingSelectForm\_08152014.html
- 11 Unity Scripts (See attached spreadsheet for list)
  - 1 Unpublished (out of scope)
  - 1 Retired based on naming (out of scope)
  - 2 Access databases (Client to validate connection strings)
  - 1 Unity Script is disconnecting from AppServer
    - UnityScript\_CountBusinessDays-Workflow.cs
- 1 VBScript (See attached spreadsheet for list)
  - Any in use require replacement
- 67 SQL Based Autofills (See attached spreadsheet for list)
  - 17 (not counted) Retired based on naming (out of scope)
- 43 SQL Based Datasets (See attached spreadsheet for list)
  - 2 (not counted) Retired based on naming (out of scope)

As part of this project, existing custom Script functionality will be converted to be compatible with modern OnBase architecture. This is a billable expense which must be included in Time and Expenses if the service is requested. Based on the number and complexity of custom Scripts that need updated, a change order may be required if further complexity is discovered once the project begins.

External Autofill Keyword Sets and Data Sets that use SQL Select string queries or VB Scripts are no longer recommended for use and may be removed in a future release. The rewrite \ replacement of these is out of scope for this project. The rewrite\replacement of these can be added as an additional billable expense.

Hyland has removed the Workflow functionality from the OnBase Thick Client as of version 23.1. Any end users currently using Thick client workflow will need to be transitioned to the Web or Unity client. Any back end processing will need to be moved to the Hyland Timer Service. As part of this project DataBank can install the required modules. Depending on the level of complexity of the solution a change order may be required to set up the workflows to run using the new modules.



## SCOPE OF SERVICES

The scope of this project consists of planning, discovery, development, testing, training, and deployment activities associated with the implementation of this project. Installation and/or configuration of OnBase components not listed or that exceed the documented numbers will require an approved change order.

The scope of this initiative will be limited to DataBank performing the following activities:

| Activity                                       | Description   |
|--|---|
| Environmental Discovery and Project Initiation | <ul style="list-style-type: none"> <li>• Outline roles and responsibilities between Customer and DataBank.</li> <li>• Discuss downtime (window when Customer cannot access OnBase).</li> <li>• DataBank will share User Acceptance Testing best practices and discuss Customer testing responsibilities as needed.</li> <li>• Determine target delivery date and rollout plan.</li> <li>• DataBank will survey Customer environment and document servers, processing locations, timers, and service paths.</li> <li>• DataBank will review all existing and/or new servers for compatibility and ensure they have necessary pre-requisites installed prior to install.</li> <li>• DataBank will analyze the existing OnBase software configuration and database settings.</li> <li>• DataBank to provide Customer with documentation on how to download necessary installer files from Hyland. Customer to download files.</li> </ul>   |
| Test Refresh                                   | <ul style="list-style-type: none"> <li>• The current Test database will be replaced by a copy of the Production database in order to refresh configuration and metadata in the Test environment.</li> </ul>   |
| Upgrade Test Environment Implementation        | <ul style="list-style-type: none"> <li>• DataBank will provide Customer with guidelines for server compatibility upon request.</li> <li>• Customer will provide servers as identified in Project Kickoff meeting, and is responsible for granting remote server access and necessary rights to the DataBank Engineer at the agreed upon time.</li> <li>• Server Migration to be implemented as part of IPUP process.</li> <li>• Upgrade project will include moving the OnBase database.</li> <li>• DataBank will consult with Customer on Test Data migration and will point Test disk groups to Test volumes.</li> <li>• Customer will be responsible for moving Test Data.</li> <li>• DataBank will install destination version OnBase server components as determined in Environmental Readiness Assessment for In Place upgrades or on new servers if IPUP.</li> <li>• If moving the OnBase database to a new server, Customer holds responsibility to ensure that the database software is installed and for taking a full backup of the production database and moving the database to the new database server. DataBank will be responsible for updating database connections, and database pointers within OnBase.</li> <li>• Customer assumes responsibility for Third-Party applications hosted on these servers and their compatibility.</li> </ul> |



| Activity   | Description  |
|--|--|
|  | <ul style="list-style-type: none"> <li>• DataBank will install destination version OnBase server components as determined in Environmental Readiness Assessment for In Place upgrades or on new servers if IPUP.</li> <li>• Customer is responsible for backing up the OnBase database.</li> <li>• Upgrade database and all component servers to target version.</li> <li>• DataBank will perform basic functionality testing of the Test upgrade. Basic OnBase functionality testing shall be limited to user login, storage, and retrieval.</li> <li>• Customer will be required to conduct user acceptance testing with Customer Subject Matter Experts and sign off on the Test environment upgrade.</li> <li>• After DataBank receives Customer sign off, upgrade can be performed in the production environment.</li> <li>• After DataBank receives Customer sign off, upgrade can be performed in the production environment.</li> </ul>  |
| Custom Script Conversions                            | <ul style="list-style-type: none"> <li>• Development <ul style="list-style-type: none"> <li>○ Solution development (1 scripts)</li> </ul> </li> <li>• Deployment &amp; Testing <ul style="list-style-type: none"> <li>○ Solution deployment</li> <li>○ End to end solution testing</li> </ul> </li> <li>• Project Management <ul style="list-style-type: none"> <li>○ Planning and coordination efforts</li> <li>○ Meetings <ul style="list-style-type: none"> <li>▪ Kickoff (internal/external)</li> <li>▪ Internal code review</li> <li>▪ All other project based meetings</li> </ul> </li> <li>○ Signoff for go-live</li> </ul> </li> <li>• Support for go-live</li> <li>• Handoff to DataBank support</li> </ul>   |
| Custom Development                                   | <ul style="list-style-type: none"> <li>• Unity Scripts <ul style="list-style-type: none"> <li>○ Remove Application Lock (1)</li> </ul> </li> </ul>   |
| Upgrade Production (Prod) Environment Implementation | <ul style="list-style-type: none"> <li>• Customer is responsible for backing up the OnBase database.</li> <li>• DataBank will provide Customer with guidelines for server compatibility upon request.</li> <li>• Customer will provide servers as identified in Project Kickoff meeting, and is responsible for granting remote server access and necessary rights to the DataBank Engineer at the agreed upon time.</li> <li>• Server Migration to be implemented as part of IPUP process.</li> <li>• Upgrade project will include moving the OnBase database.</li> <li>• Customer assumes responsibility for all new server OS compatibility including target OnBase version prerequisites, unless otherwise stated in this document. Servers and DataBank access to servers must be available on the negotiated date or the project may be delayed.</li> <li>• DataBank will install destination version OnBase server components as determined in Environmental Readiness Assessment for In Place upgrades or on new servers if IPUP.</li> </ul> |



| Activity                    | Description   |
|-----------------------------|---|
|                             | <ul style="list-style-type: none"> <li>• If moving the OnBase database to a new server, Customer holds responsibility to ensure that the database software is installed and for taking a full backup of the production database and moving the database to the new database server. DataBank will be responsible for updating database connections, and database pointers within OnBase.</li> <li>• Customer assumes responsibility for Third-Party applications hosted on these servers and their compatibility.</li> <li>• Customer is responsible for backing up and moving the backup of the OnBase database where applicable.</li> <li>• Upgrade database and all component servers to target version.</li> <li>• DataBank will perform basic functionality testing of the Prod upgrade. Basic OnBase functionality testing shall be limited to user login, storage, and retrieval.</li> <li>• Customer will be required to conduct user acceptance testing with Customer Subject Matter Experts and sign off on the Prod environment upgrade.</li> <li>• Within 5 days after project hand-off, support of the system will be transitioned to DataBank Support.</li> </ul>     |
| Testing and Go-Live Support | <ul style="list-style-type: none"> <li>• DataBank will provide post-upgrade support for unexpected software behavior or issues reported by Customer.</li> <li>• Any custom integration pieces should undergo User Acceptance Testing by Customer, and OnBase-side integration will be supported by DataBank.</li> <li>• If using the IPUP methodology, a Foundation version of OnBase and a Legacy version of OnBase will coexist for the duration of the project. To cut down on Go-Live Support costs and improve turnaround time, if unexpected behavior occurs in the Foundation version environment, Customer should verify all reported issues are not occurring in the Legacy environment prior to reporting the issue.</li> <li>• Customer is responsible for reporting &amp; prioritizing unexpected behavior.</li> <li>• If issues are found with the software or upgraded environment result in a Software Change Request (SCR) from Hyland Software and Customer chooses to have DataBank upgrade the solution to a later fixed build, and this causes Go-Live Support to exceed the estimated hours, a Change Order for extra support time may be required.</li> </ul> |
| Project Management          | <ul style="list-style-type: none"> <li>• DataBank will own project management activities such as status meetings, budget reports, and change management.</li> </ul>   |



The following items have been discussed but are considered out of scope for this project:

| Activity   | Description  |
|--|--|
| Electronic Form Rewrites                                       | <ul style="list-style-type: none"> <li>Following a pre-upgrade custom form check, it is assumed that there are no electronic forms that need to be rewritten at this time. If forms are identified and need to be rewritten, a change order will be required.</li> </ul>   |
| User Acceptance Testing  | <ul style="list-style-type: none"> <li>User Acceptance Testing is defined as the testing of unique processes configured by the Customer through the OnBase product.</li> <li>To minimize DataBank's billable time, User Acceptance Testing is the responsibility of the Customer.</li> <li>DataBank requires Customer involve their business subject matter experts and/or end users in functional testing.</li> </ul> |
| Configuration of modules or components not currently installed | <ul style="list-style-type: none"> <li>OnBase solutions, configuration or components that are not currently installed will not be considered in scope for this project.</li> <li>No additional new functionality will be considered part of the project.</li> <li>Any requests for DataBank to change configuration of existing components will require an approved change order.</li> </ul>                           |
| Workstation client software deployment                         | <ul style="list-style-type: none"> <li>Customer is responsible for deploying OnBase client-side software, ODBC Data Sources, or other items to user workstations, unless explicitly stated in scope, or if an approved change order is processed.</li> </ul>   |
| OnBase Training  | <ul style="list-style-type: none"> <li>Upgraded software may include new configuration options or updates to the user interface (UI).</li> <li>Administrator or end user training is not considered in scope for any upgrade project. If training is required, Customer will work with their Account Manager in a separate service request.</li> </ul>   |
| Data Conversion  | <ul style="list-style-type: none"> <li>Work outlined in this SOW does not include data conversion from existing or legacy systems to OnBase. Out of scope items would include, but not limited to: data related to integration, content stored in other repositories, etc. If this is desired, an approved change order will be required.</li> </ul>   |
| Custom Interfaces  | <ul style="list-style-type: none"> <li>Standard OnBase interfaces will be leveraged for this project. Customized web front-ends, applications, or web services are not in scope and will require an approved change order.</li> </ul>  |
| Integrations   | <ul style="list-style-type: none"> <li>Application integrations with OnBase will require a change order.</li> </ul>  |
| Activities not listed  | <ul style="list-style-type: none"> <li>Activities not listed in the in scope statement will require a change order.</li> </ul>   |

## DEFINITION OF DONE

DataBank defines upgrade project status as "Done"; that is, completed and ready for sign-off when the following statuses are present:

- All in scope installation activities have been completed
- All showstopper issues have been corrected or a viable workaround has been found
- Project will remain open for up to 15 (fifteen) days after the upgrade of the production system is complete. If after 15 days there are no open issues the project will be considered complete.



Note any non-showstopper issues with the software may be kept open with the upgrade technician when necessary. Pursuing corrections for unexpected software behavior often requires installing a new build of OnBase for correction. Once the unexpected software behavior is corrected and scheduled for release the issue will be considered closed. Resolution will require installing a new build and that installation would require a change order.

## COMPENSATION & PAYMENT SCHEDULE

DataBank will charge and bill services fees to Customer for the Professional Services provided under this SOW in the following manner:

1. Milestone or Fixed Bid project payments will be billed upon delivery or completion of the milestone.

All payments for subscription services or services outlined in this SOW must be made made in accordance with the terms and conditions specified in the Agreement. Payments should be completed within 30 days from the invoice date, unless otherwise agreed upon in writing by both parties.

## PRICING BREAKDOWN

### Professional Services Fees - Fixed Bid

The services rendered under this SOW will be delivered on a fixed fee basis. All Fixed Bid or Milestone projects will require a Project Initiation to commence. From that point forward, DataBank shall invoice Customer on completion or delivery of the following project related milestones. Travel and Expenses are outlined separately in the section below.

| Milestone                                      | Deliverables   | Fixed Bid          |
|--|--|--------------------|
| Environmental Discovery and Project Initiation | <ul style="list-style-type: none"> <li>▪ Project Kickoff</li> <li>▪ Project Plan</li> <li>▪ Release notes, documentation, download file info from Hyland Community</li> </ul>                      | \$2,782.50         |
| Upgrade Test and Implementation                | <ul style="list-style-type: none"> <li>▪ Refresh Test environment</li> <li>▪ Upgrade done on Test Servers</li> <li>▪ Database schema updated</li> <li>▪ Custom Dev assistance completed</li> </ul> | \$3,153.50         |
| Upgrade PROD and Implementation                | <ul style="list-style-type: none"> <li>▪ Upgrade done on PROD Servers</li> <li>▪ Database schema updated</li> <li>▪ Project Sign-off</li> </ul>  | \$5,750.50         |
| Production Deployment                          | <ul style="list-style-type: none"> <li>▪ Go-Live Support</li> </ul>  | \$1,855.00         |
| <b>Total</b>                                   |  | <b>\$13,541.50</b> |

Note: Fixed cost project. Customer will be billed for the specific milestone amount upon completion of each milestone above. It is important to note that scope can change throughout the lifecycle of a project requiring the use of DataBank's change order process. DataBank recommends Customer add a contingency reserve of 20% of total project estimate to account for change orders and additional requests.



## Script Conversion Professional Services Fees – Fixed Bid

The script conversion services rendered under this SOW will be delivered on a fixed fee basis. All Fixed Bid or Milestone projects will require a Project Initiation to commence project. From that point forward, DataBank shall invoice Customer on completion or delivery of the following project related milestones. Travel and Expenses are outlined separately in the section below. Vendor shall invoice Customer each month during the engagement for services completed in the month of delivery. Per script billing invoices will contain all scripts that have been transmitted into the customer system for customer review/approval. Terms are NET 30 for all invoices.

| Milestone            | Deliverables   | Fixed Bid         |
|----------------------|--|-------------------|
| VB Script Conversion | <ul style="list-style-type: none"> <li>▪ 1 VB Script conversion</li> <li>▪ Conversion project documentation</li> </ul> | \$4,637.50        |
| <b>Total</b>         |  | <b>\$4,637.50</b> |

Note: Fixed cost project. Customer will be billed for the specific milestone amount upon completion of each milestone above.

It is important to note that scope can change throughout the lifecycle of a project requiring the use of DataBank's change order process. DataBank recommends

## Investment Summary

| Description            | Total              |
|------------------------|--------------------|
| Professional Services  | \$13,541.50        |
| VB Script Conversion   | \$4,637.50         |
| <b>Estimated Total</b> | <b>\$18,179.00</b> |

# DATABANK POLICIE-S

## Travel & Expense Policy

Work is to be performed remotely. Any request of onsite work would require a Change Order.

## Non-Standard Time Policy

Professional Services are considered non-standard time if they are performed outside of standard business hours in Customer's time zone. In certain circumstances, DataBank will perform work outside of normal business hours. DataBank will only charge a premium when Customer has requested that work be performed outside of standard business hours (see above for location and/or hours details). Premium rates are billed at 1.50 times the quoted services rate.

## Change Order Policy

Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this SOW, if the schedule changes from the defined schedule in this SOW, or Project Assumptions listed in this SOW are not met. This includes billable and non-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Customer as part of the Change Order Process.



## CUSTOMER RESPONSIBILITIES

Customer agrees that the following actions and project requirements will be solely owned and completed/provided by Customer staff and Customer resources. Failure to complete actions will directly impact the project start date, project schedule and project success. Any requirements or Customer responsibilities not provided during the project will result in a change order to account for increased project schedule, increased resource expenses, and increased operating expenses.

### Required Prior to Project Start

DataBank resources will be assigned to the project and engaged in project activities beyond the initiation meeting once all of the following requirements have been met by the Customer.

1. Signed Statement of Work and Purchase Order, if required by Customer.
2. All applicable System Servers are installed, tested, and properly working
3. All applicable Operating Software is installed, tested, and working properly
4. A network account with rights to the network and hardware is set up and made available to DataBank for both onsite and remote work.
5. A work space will be made available for DataBank resources to perform the work described in this SOW. The space will be a physical space if work is performed on-site. The space will be remote machines if the work is performed remotely.
6. Customer will provide project staff with access to all printed and electronic information relevant to this project at the beginning of the project.
7. Customer will assign a Project Manager or Lead Resource to manage the day-to-day activities related to the project. This will include ongoing project planning, schedule coordination, and issue escalation in order to meet all milestones/requirements.

### Required During Project

Customer will provide the following during the project.

1. Customer will maintain and keep available all line items listed as requirements prior to project start.
2. Customer will manage/schedule its own resources during the project.
3. Customer will test the deployed solution as defined within the Solution Design Document.
4. Customer will document all issues/change requests as part of the Customer testing process.

## PROJECT ASSUMPTIONS

The following Assumptions are paramount to the defined scope and schedule for this project. Any variables in the project found to not match the listed assumptions will be documented by DataBank Project Manager as a project risk. A change order will be required for any variables that do not match the Project Assumptions and that impact the project deliverables, project schedule or project expenses.

1. Recognizing that technology is a changing landscape in which changes to software (OS and browser updates, OnBase major versions, etc.) are outside the control of DataBank, this quote and description of work is valid for 180 days following delivery of the Statement of Work to the Customer or the next OnBase long term release (LTR), whichever comes first. If work does not begin within that allotted period, a follow-up review of the system will be performed, and a Change Order for additional work may be required.
2. DataBank resources will schedule a kickoff call within (2) weeks after both parties sign this SOW.
3. A schedule will be presented during the kickoff call and will be updated after discovery is complete. If Customer delays lead to gaps of more than (5) unplanned days, the currently assigned DataBank resources may be reassigned to other projects. If the currently assigned resources are reassigned to other projects, the costs associated with performing knowledge transfer to new resources will be the responsibility of Customer. The timing of project reinitiating with a new resource will be determined on the resources new project booking. Customer has the opportunity to pay a \$6,500.00 a week resource hold fee during delays to retain resources and keep project schedules on track which will be issued through a change order.



4. DataBank will provide formal testing support for the number of hours and for the duration of time listed in this SOW. Additional hours may be added as needed via Change Order. Any additional testing support requirements must be defined.
5. During Customer testing, the only issues that will be considered to be addressed are those that are not pre-existing issues and are upgrade-related.
6. DataBank will manage/schedule its own resources during the project.
7. Both parties will attend up to 1 project status meeting per week throughout the duration of the project. Attendance will be via remote conference call unless other requirements are agreed upon by both parties. Additional Project Status requirements are subject to applicable Project Management fees.
8. DataBank assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.
9. After completion of the upgrade, it is possible that additional issues may be identified. For a period of 15 business days (about 3 calendar weeks), the DataBank project team will be available to provide support for issues falling within the upgrade project scope. After the 15<sup>th</sup> business day, post-upgrade support will transition to the DataBank Support teams to provide primary assistance.
10. This Agreement may be terminated with or without cause by either Party with not less than ninety (90) days prior written notice. The termination, effective upon the agreed termination date, shall result in the cessation of all work. Termination shall not relieve either Party of any obligation accrued prior to the termination date.
11. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. DataBank assumes that Customer is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.
12. DataBank resources will perform work unimpeded by Customer staff monitoring, shadowing, or Customer driven remote technology where DataBank resources are limited by Customer staff availability. A request to monitor/shadow DataBank resources, while welcomed, does impede resource efficiency which has a direct impact on the duration of the project and time needed to complete the project. A change order will be required to cover the increased project time that results from resource monitoring.
13. Formal Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes.
14. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Customer as part of the Change Order Process.

## SCRIPT UPDATE ASSUMPTIONS

1. This is a fixed price engagement based on the volume of scripts that match the assumptions documented below
2. Any scripts that are reviewed and tested but do not require any rewrite will be documented. The script's fees will then be credited back via a change order except for a \$400 fee for the review, testing and documentation.
3. Any exceptions to these assumptions will require a modification of scope and a change order. Scripts identified during the project that are an exception to these assumptions will be documented and provided to the customer by the DataBank project manager.
4. Price per script includes
  - o Discovery of solution relying on script
  - o Script Code Review
  - o Assessment against available OnBase functionality
  - o Rewrite / replacement script
    - Script will be rewritten in C# where possible as C# is the standard DataBank programming language
    - Script will be rewritten using the latest compatible .NET version



- Script will be rewritten to conform with DataBank coding standards
  - If applicable, script will be replaced with “out of the box” OnBase functionality where applicable and where not prohibited by additional OnBase licensing costs/requirements.
  - DataBank Development leadership quality reviews
  - Testing in Customer test environment
  - Deployment to Customer production environment
  - Tracking documentation of scripts reviewed
  - Deployed scripts will be archived in DataBank Code repository when permitted
5. Testing and deployment is limited to only two systems
    - One test/Dev/QA system
    - One Production system
  6. Script does not require connecting to a third-party API
  7. Script does not convert file formats
  8. Script is not more than 1,000 lines
    - Line length includes comments and white spacing / formatting
  9. Script to be reviewed is VBScript, VB.NET, or C#
  10. Replacement of script with available OnBase functionality will be presented to the customer by the DataBank project manager for approval
  11. If script performs database queries, the data source is configured on the server, and connection string information will be provided by the Customer.
  12. Script review/rewrite services will be performed as a remote service. Any requests for on-site portions of this project will require a change order that will cover additional costs needed for travel time and expenses as described in the Travel Expense Policy section of this document.
  13. Remote access will be provided by customer for Vendor to connect to customer’s system.
    - VPN access
    - Web meeting software (Teams, Zoom, etc.)
  14. Access is required for Vendor to copy scripts from customer system to Vendor development environment for development efforts.

***Access is required for Vendor to transfer updated scripts back to customer system from Vendor development environment once development efforts are complete***

## **GENERAL TERMS AND CONDITIONS**

The performance of the Services described in this Statement of Work (“SOW”) by DataBank for the Customer is subject to and shall be governed by the following terms and conditions. If this SOW is made pursuant to a Master Services Agreement (“MSA”), the terms and conditions set forth in such MSA are incorporated herein by reference and made a part of this SOW.



# ACCEPTANCE OF SOW

This SOW represents DataBank’s offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Customer signing and delivering this SOW to DataBank within 90 days from the date of this document (the “Acceptance Deadline”). DataBank may withdraw this offer at any time prior to acceptance by Customer. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by DataBank, if this offer is not accepted, in the manner provided above, by Customer on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s) set forth with their respective signatures below.

DataBank IMX, LLC, a Delaware Limited  
Liability Company  
\_\_\_\_\_  
Company Name (“DataBank”)

County of Galveston, TX  
\_\_\_\_\_  
Company Name (“Customer”)

*Kendra Deutsch*  
\_\_\_\_\_  
By (Signature)

*Mark Henry*  
\_\_\_\_\_  
By (Signature)

Kendra Deutsch - PS Director  
\_\_\_\_\_  
Printed Name and Title

**Mark Henry, County Judge**  
\_\_\_\_\_  
Printed Name and Title

12 / 26 / 2024  
\_\_\_\_\_  
Dated

1 / 6 / 25  
\_\_\_\_\_  
Dated

## Billing Information

\_\_\_\_\_  
Billing Contact and Title

\_\_\_\_\_  
Billing Email Address

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
Billing City, State, Zip







# DATABANK FINANCIAL COMMITMENT AGREEMENT

## Financial Commitment for OnBase Extended Support Fees

This DataBank Financial Commitment for OnBase Extended Support Fees Agreement (the “Financial Agreement”) is made and entered into effective as of the date that the last party to sign this Financial Agreement has executed the same (as indicated by the date entered by such party with its signature below), the “Effective Date” by and between DataBank IMX, LLC, a Delaware Limited Liability Company (hereinafter referred to as "DataBank"), with its principal offices located at 458 Pike Road, Huntingdon Valley, PA 19006, and Galveston County (“Customer”), having an address of 722 Moody Avenue, Galveston, TX 77550.

**WHEREAS**, the parties have entered into a DataBank OnBase Subscription Agreement and/or a DataBank OnBase Maintenance Agreement (collectively referred to as the 'Agreement'), that governs the overall relationship between Customer and DataBank; and

**WHEREAS**, Customer has entered, or will enter, into a Statement of Work for the upgrade of the OnBase system (“Upgrade SOW”) to be completed in 9 months from the contract end date as detailed in the 'Extension Period & Extended Support Fees Table,' with DataBank as part of the existing Agreement; and

**WHEREAS**, the parties have agreed to a specific extension period for the completion of the OnBase upgrade, as detailed in the Extension Period & Extended Support Fees table (the "Extension Period & ESF"); and

**WHEREAS**, as part of the Upgrade SOW, Customer acknowledges that the successful completion of the upgrade project is essential to the continuation of the provided OnBase subscription and/or maintenance support services;

All other terms and conditions of the existing Agreement between the parties, including but not limited to governing law, dispute resolution, remedies, termination, confidentiality, and indemnification, shall remain in full force and effect and are incorporated by reference into this Financial Agreement. In the event of any conflict or inconsistency between the terms of this Financial Agreement and the terms of the existing Agreement, the terms of the existing Agreement shall prevail, except as expressly modified by this Financial Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and DataBank agree as follows:

1. EXTENSION PERIOD & EXTENDED SUPPORT FEES

**EXTENSION PERIOD & EXTENDED SUPPORT FEES TABLE**

|                           |            |
|---------------------------|------------|
| <b>CONTRACT END DATE:</b> | 12/31/2024 |
|---------------------------|------------|



|   |                 |
|---|-----------------|
| <b>EXTENSION PERIOD END DATE</b><br>(OnBase Upgrade to be completed by) | 9/30/2025       |
| <b>EXTENDED SUPPORT FEES</b>  | \$38,610.27 USD |

2. **DEFINED TERMS**

Capitalized terms used in this Financial Agreement and not defined in this Financial Agreement are used herein with the same meanings as such terms have under the End User License Agreement for OnBase Software (via subscription or click-thru), entered into between Customer and Hyland Software Inc. (“EULA”).

3. **UPGRADE EXTENSION PERIOD**

Customer and DataBank hereby agree to extend the Upgrade Period as detailed in the Upgrade SOW and Extension Period & ESF. This extension is provided to ensure the successful completion of the upgrade project.

4. **FINANCIAL COMMITMENT**

- 4.1 In consideration of the extension provided herein and the services rendered DataBank, Customer hereby agrees to a financial commitment.
- 4.2 If the Upgrade SOW is not successfully completed by the expiration of the extension period as detailed in the Extension Period & ESF table, Customer shall be responsible for paying the full amount of the additional Extended Support fees as outlined in the Extension Period & ESF table on the next business day or as mutually agreed upon in writing.
- 4.3 The payment shall be made in accordance with the terms and conditions specified in the Agreement or as stated in Section 4.2, herein. Payments should be completed within 30 days from the invoice date, unless otherwise agreed upon in writing by both parties.

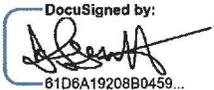
**[Signature page to follow]**



[Signature page]

Customer specifically represents and warrants that Customer has read and understands all parts of the EULA prior to entering into the Agreement.

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

|   |  |
|---|--|
| <p><b>Galveston County</b><br/>("CUSTOMER")</p> <p>By (Signature): </p> <p>Printed Name: <u>Mark Henry</u></p> <p>Title: <u>County Judge</u></p> <p>Date: <u>January 6, 2025</u></p> | <p><b>DataBank IMX, LLC</b><br/>("DATABANK")</p> <p>By (Signature): </p> <p>Printed Name: <u>Jodi Hanson</u></p> <p>Title: <u>Sr Contracts Manager</u></p> <p>Date: <u>12/26/2024</u></p> |
|---|--|



# Information Technology Department

722 21<sup>st</sup> Street  
Galveston, Texas 77550  
Office: (409) 766-2220  
Fax: (409) 765-2665

## MEMORANDUM

**To:** Lee Meyerdirk, eDocument Resources  
**From:** Richard Hindman, ECMS Project Manager  
**Date:** Monday, September 26, 2011

A handwritten signature in black ink, appearing to read "Richard Hindman", written over the "From:" line of the memorandum.

**Subject:** Fully Executed Master Software Maintenance and Services Agreement

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Lee,

Attached to this memo is one of the three original copies of the above mentioned agreement which includes the signed Statement of Work. As has been communicated via e-mail, the purchase order for professional services, travel and OnBase will be raised Monday, October 3, 2011. I anticipate it being transmitted to you on Tuesday, October 4, 2011.

Once again, thank you for your time, assistance and patience.

Richard

**MASTER SOFTWARE MAINTENANCE AND SERVICES AGREEMENT**

This Master Software Maintenance and Services Agreement (“**Agreement**”) is made and entered into this 30<sup>th</sup> day of August, 2011 (the “**Effective Date**”), by and between eDocument Resources, LLC, a Minnesota limited liability company, with offices at 6101 Baker Road, Suite 207, Minnetonka, MN 55345, (“**eDoc**”) and the County of Galveston, Texas, a public corporation and political subdivision organized and existing under the constitution and laws of the State of Texas, with offices at 722 Moody Ave. (21<sup>st</sup> Street), Galveston, Texas 77550, (“**Client**”). Heretofore, eDoc and Client may be referred to individually as a “**Party**” or together as the “**Parties**.”

**Premises**

eDoc is primarily engaged in the business of reselling software licensed by software vendors and providing related professional services, and maintenance and support services for such software. Client wishes to license certain software from a software vendor (“**Licensor**”) and purchase such software and certain services and/or hardware from eDoc as set forth in written purchase orders or statements of work that may be agreed upon and executed by eDoc and Client from time to time (each, an “**Order**”). eDoc is willing to provide such software and services under the terms and conditions provided herein.

Therefore, the parties hereby agree as follows:

**1. SERVICES AND SOFTWARE.**

1.1 Orders. eDoc shall provide the services described in an Order for services (the “**Services**”) and shall provide to Client the Software (as defined below). Each Order shall identify this Agreement and shall be deemed incorporated into this Agreement by this reference and deemed a part hereof. Each party shall perform its respective obligations as stated in each Order and in this Agreement. For purposes of clarity, the following shall be deemed to be Orders under this Agreement: (a) an executed statement of work for Services; or (b) in the case of Software and software maintenance and support, an executed purchase order. “**Software**” shall mean the computer software identified in an Order for software, which shall be subject to an end user license agreement between Client and Licensor. Software includes all later-provided upgrades, fixes, updates, patches or similar amended forms of the Software as may be provided to Client under Maintenance and Support (as defined below). Exhibit C – Statement of Work represents the initial Statement of Work for Services, which is attached hereto and made a part of this Agreement.

1.2 Obligation for Orders. Notwithstanding anything to the contrary in this agreement, nothing in this agreement will require Client to make any minimum number of Orders. Additionally, nothing in this agreement will require eDoc to accept any minimum number of Orders.

1.3 Changes. Either party may request changes to an Order for Services. In such event, the requesting party shall provide a written description of the changes and the parties shall consult and cooperate with each other in good faith to discuss the change and any change in costs, scheduling modifications, hardware or environment requirements, and other implications of the proposed changes. Any requested change shall be become effective only upon mutual execution of a written change order to an Order for Services, at which time it shall become part of the applicable Order. Additional change control procedures may be set forth in an applicable Order. If a change sought by Client is termination of an Order for Services, the requested change shall be presented to eDoc by Client on a unilateral change order. In such event, eDoc will provide Client with an invoice for services rendered under the applicable Order prior to the termination date stated in the change order and Client shall issue payment to eDoc under the terms and conditions set forth in Section 2, Fees and Payment, below.

1.4 Maintenance And Support. When Client purchases Software licenses, Client shall simultaneously purchase at least the first year of maintenance and technical support services for the Software (“**Maintenance and Support**”), the terms of such Maintenance and Support are set forth in Exhibit A, which is attached hereto and

made a part of this Agreement. eDoc and Client shall each perform their respective duties related to Maintenance and Support in accordance with the terms set forth in Exhibit A. Additionally, as requested by and as a courtesy to Client, eDoc has attached hereto the Hyland OnBase Software End User License Agreement in Exhibit D and the Hyland OnBase Software Support Lifecycle Policy in Exhibit E and both are made a part of this Agreement. Exhibit D and Exhibit E are for reference purposes only and Client understands that eDoc is not a party to and is not legally or in any other way responsible or liable for any and all performance related to either exhibit.

## **2. FEES AND PAYMENT.**

2.1 Fees. eDoc shall charge Client according to the fee schedule in Exhibit B, which is attached hereto and made a part of this agreement. Client agrees to pay amounts due under this Agreement in accordance with the rates set forth in Exhibit B. In addition, Client shall pay all applicable taxes, fees and surcharges set forth on eDoc's invoice. If Client enjoys a tax-exempt status, Client shall provide a copy of its tax exemption certificate or letter to eDoc prior to the first Order. Client and eDoc agree that the fees contained in Exhibit B are the maximum fees which may be paid by Client under this contract given no change orders are executed increasing the amounts in Exhibit B as described in Section 1, paragraph 1.3, Changes, nor is Client obligated to pay any minimum amount of fees under this agreement.

2.2 Payment. Unless otherwise specified in an Order, Client shall pay each invoice in full within thirty (30) days from the date of such invoice. All prices are in U.S. Dollars, and all payments shall be in U.S. currency. Client will pay all reasonable and necessary attorney fees and costs required for eDoc to collect on any outstanding balance.

2.3 Out-of-Pocket Expenses. Client does not contemplate eDoc having any out of pocket expenses associated with work set forth in an Order. Rather, eDoc represents that the fee schedule set forth in Exhibit B includes any out of pocket expenses that can reasonably be anticipated. If there are any expenses associated with an Order that could not have been reasonably anticipated by eDoc, eDoc will itemize such expenses and obtain approval from Client prior to commencement of the related work. Failure to obtain such approval in advance will relieve Client of any obligation to pay such expenses. Such expenses may relate in whole or in part to the work of an Order. In no event should any other work under an Order be delayed by an approval request related to work in part.

**3. TIME AND MATERIALS CHARGES.** Notwithstanding anything to the contrary, if Client requests services that eDoc is not obligated to provide under this Agreement or an Order, or is not obligated to provide in the manner requested, eDoc will itemize such charges and obtain approval from Client for same prior to commencement of work. Failure to obtain such approval in advance will relieve the Client of any obligation to pay such charges.

**4. THIRD PARTY PRODUCTS.** As part of the Agreement, eDoc may procure for and on behalf of Client certain other commercially available products and related documentation developed or manufactured by third parties ("**Third Party Products**") as are specified in the Order, in consideration of Customer's payment of the relevant fees specified in the Order. Client understands that eDoc is not the manufacturer or developer of the Third Party Products; however, eDoc acknowledges that it will, as part of its procurement of the products, cause the developer or manufacturer to issue the number of licenses specified by Client for the products. Upon receipt of the licenses, Client agrees to look solely to the manufacturer or developer of such products for any license or warranties with respect to such products. Client understands that certain components of Third Party Products may be of U.S. origin and subject to U.S. export jurisdiction and Client agrees to comply with all applicable international and national laws that apply to the Third Party Products, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the U.S. and other governments.

**5. CLIENT RESPONSIBILITIES.** Client shall be responsible for: (i) providing trained and competent personnel to assist eDoc in connection with the performance of the Services; (ii) providing such materials, items, and information as may be necessary to enable eDoc to perform the Services; (iii) promptly responding to requests for information made by eDoc in connection with the performance of the Services; (iv) the accuracy of all information provided by Client; (v) ensuring that all electrical and other communications technology connections are present, operating correctly, and appropriate for the operation of the Software and the performance of the Services; (vi) ensuring that the space and environment where the Software is located and where the Services are to be performed is appropriate for the operation of the Software and the performance of the Services; (vii) obtaining and installing the hardware and software necessary for the Software and the performance of the Services; (viii) ensuring that the hardware and software of Client is compatible with the Software and the performance of the Services; and (ix) making back-up copies of any of Client's data or content. eDoc shall have no liability or responsibility for any failure of Client to perform any of its obligations, or for any delays in performance by eDoc caused by any failure of Client to perform any of its obligations.

**6. EDOC RESPONSIBILITIES.** eDoc shall provide the Services in a professional workmanlike manner and eDoc's personnel shall be trained and competent with respect to the Services. To the extent notice is provided to eDoc in advance in writing, when on the premises of Client, eDoc's employees and subcontractors shall be subject to all the rules, regulations, policies, and programs that Client may have in effect from time to time respecting vendor, visitor, and employee conduct. As may be reasonably requested by Client, eDoc shall consult and cooperate with, and assist Client and Client's agents, suppliers, vendors, contractors, and providers who are providing products or services to Client that may be used with or affected by any Services.

**7. TERM AND TERMINATION.** The term of this Agreement shall commence on the Effective Date and continue thereafter until the expiration or termination of the latest-ending Order or June 30, 2012 whichever is later. Client may terminate this agreement upon issuance of a written thirty (30) day notice to eDoc. Should Client terminate this agreement, at its discretion Client may choose to continue the work under any and all Orders up to the date of termination. In such event, eDoc will provide Client with an invoice for services rendered under any and all applicable Orders to the termination date and Client shall issue payment to eDoc under the terms and conditions set forth in Section 2, Fees and Payment.

The expiration or termination of an Order shall not affect any other Order, and shall not terminate this Agreement with respect to other Orders that remain in effect. In addition to any other termination rights specified elsewhere in this Agreement or an Order, any Order can be terminated:

- (a) If a party provides written notice of a breach of this Agreement and/or an Order and the breaching party fails to cure the breach within thirty (30) days after written notice of the breach is provided, except such period is five (5) days in the case of a material breach based on Client's obligations to pay eDoc under this Agreement;
- (b) Immediately by either party in the event of the other party's commission of a criminal or fraudulent act; or
- (c) Immediately, by either party in the event the other party shall initiate or have initiated against it, voluntarily or involuntarily, any act, process or proceeding under the provisions of any bankruptcy law, or under any other insolvency law or other statute or law providing for the modification or adjustment of the rights of creditors.

**8. REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants to the other that: (a) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and all applicable Orders; (b) the execution, delivery and performance of this Agreement and all

applicable Orders have been duly authorized by such party; (c) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained in order for it to enter into and perform its obligations under this Agreement and all applicable Orders; and (d) the signatories to this Agreement for eDoc and Client's Commissioner's Court, possesses all necessary authority to enter into the Agreement and all applicable Orders.

## 9. LIMITED WARRANTY.

9.1 Limited Warranty of Services. eDoc warrants that it shall perform the Services in a good and workmanlike manner and in substantial conformity with the description of the Services provided in the applicable Order. In order to assert any claim that any Services fail to conform to this limited warranty, Client must notify eDoc in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If the Services in question are determined not to conform to this limited warranty, as Client's sole and exclusive remedy, eDoc shall, in its sole discretion, re-perform the subject Services, or make a refund to Client of the amount paid by Client for the defective Services.

9.2 Exclusions. This warranty specifically excludes: (a) non-performance issues caused as a result of any circumstances described as exclusions from the Services in any Order or the Maintenance and Support terms in Exhibit A; (b) incorrect data or incorrect procedures used or provided by Client or a third party; (c) or failure of Client to perform and fulfill its obligations under this Agreement or the license agreements applicable to the affected Software. eDoc makes no warranty under this Agreement for any Software that may be licensed from Licensor to Client. Any warranty that may be granted regarding the Software, Upgrades or Enhancements shall be solely between Licensor and Client.

9.3 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, EDOC MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SERVICES PROVIDED UNDER THIS AGREEMENT. EDOC 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. EDOC DOES NOT WARRANT THAT ANY SERVICES PROVIDED HEREUNDER WILL SATISFY CLIENT'S REQUIREMENTS, WILL BE ERROR-FREE, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. EDOC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THIRD PARTY PRODUCTS OR SOFTWARE. NOTHING IN THIS AGREEMENT OR IN ANY ORAL OR WRITTEN DESCRIPTION OF THE SERVICES SHALL CONSTITUTE A REPRESENTATION OR WARRANTY. EDOC DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

9.4 Between the parties, Client is solely responsible for maintaining backup copies of its files, data or programs related to the Services and the Software, and eDoc disclaims any responsibility for ensuring that Client performs such backup duties.

10. **LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL EDOC'S OR ITS SUPPLIER'S LIABILITY UNDER THIS AGREEMENT OR AN ORDER EXCEED THE AMOUNT PAID BY CLIENT TO EDOC UNDER THE ORDER FOR SERVICES GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EDOC OR ITS SUPPLIERS 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, DAMAGES ARISING OUT OF OR RELATING TO THIRD PARTY PRODUCTS, THE SOFTWARE, ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF EDOC OR SUCH SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

## 11. CONFIDENTIAL INFORMATION.

11.1 Confidentiality Obligations. Each party may disclose (the “**Discloser**”) confidential and proprietary information (“**Confidential Information**”) to the other party (the “**Recipient**”). In each such case, the Recipient shall hold such Confidential Information in confidence and shall protect such information by all reasonable security measures, including but not limited to taking those steps the Recipient would take to protect the confidentiality of its own most highly confidential and Confidential Information. The Confidential Information shall not be disclosed except to a party’s employees or subcontractors who have a need to know such Confidential Information in order to perform such party’s obligations under this Agreement or an Order and only to the extent necessary for such purposes; provided, that such Recipient shall be responsible for any breach of those confidentiality provisions by its employees and subcontractors. eDoc’s Confidential Information shall include but not be limited to, software, and documentation; development tools; know-how and data related thereto; analytical procedures; techniques; research; and information relating to the trade secrets or business affairs of eDoc, its affiliates, employees, suppliers or agents including eDoc’s systems. Client’s Confidential Information shall include but not be limited to, financial information; information relating to the trade secrets or business affairs of Client, its affiliates, employees, suppliers or agents, including customer credit card information; customer lists; other consumer data; merchandising plans; marketing and promotion plans; program scripts; program marketing techniques and methods; and product design and information and computer systems. Neither party shall have any rights in the other party’s Confidential Information and shall return or destroy all such Confidential Information at the other party’s request.

Confidential Information shall not include information that: (a) was already in the lawful possession of the Recipient prior to receipt thereof, directly or indirectly, from the Discloser; (b) lawfully becomes available to Recipient on a non-confidential basis from a source other than Discloser that is not under an obligation to keep such information confidential; (c) is generally available to the public other than as a result of a breach of this Agreement by Recipient; or (d) is subsequently and independently developed by Recipient without reference to the Confidential Information of the Discloser. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any request of a competent governmental body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such party advises the other party of the request prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

11.2 Open Records. Notwithstanding the above, the parties recognize that as a political subdivision of the State of Texas, Client is subject to the terms and provisions of Texas Gov’t Code Ch. 552, commonly referred to as the Texas Public Information Act, or the Texas Open Records Act. As such, any citizen may request to see information, including this contract, its contents of exhibits, the proposal submitted by eDoc, or other items that eDoc may consider to be proprietary or confidential. Therefore, in the event a citizen delivers a request to Client for any information associated with eDoc, including but not limited to this contract, Client will advise eDoc of the receipt of such request. eDoc will then follow the procedures set forth in the Texas Gov’t Code Ch. 552 to obtain a ruling from the Office of the Attorney General of the State of Texas to prevent the

release of such information, and eDoc will cooperate with Client as Client requires to provide any required information to the Office of the Attorney General. Should eDoc feel compelled to initiate litigation to appeal any ruling by the Office of the Attorney General, such costs of litigation will be borne solely by eDoc, and eDoc shall prosecute such litigation. Client shall be named and act only as a nominal party in such litigation.

**12. SUBCONTRACTORS.** eDoc may subcontract the performance of Services under this Agreement with written consent by Client. eDoc shall remain responsible for the performance of all Services under this Agreement as if performed by eDoc.

**13. NATURE OF RELATIONSHIP.** The provisions of this Agreement shall not in any respect whatsoever be deemed to create a partnership, joint venture, or other business combination between eDoc and Client. eDoc and Client shall not represent or imply to any other person or organization that this Agreement authorizes either eDoc or Client to act as an agent for or on behalf of the other party, other than as provided for in this Agreement. Neither eDoc nor Client shall be obligated by any agreement, representation or warranty made by the other, nor shall eDoc or Client be obligated for damages to any person or organization for personal injuries or property damage directly or indirectly arising out of the conduct of the other party's business or caused by the other party's negligence, willful act, or failure to act. As independent contractors, eDoc and Client shall be separately responsible for the payment of their income or other taxes. In addition, eDoc and Client shall be separately responsible for carrying workers' compensation insurance on themselves and their employees and agents.

**14. NON-SOLICITATION.** To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination of this Agreement, each party agrees that it shall not knowingly solicit or attempt to solicit any of the other party's executive employees or employees who are key to such party's performance of its obligations under this Agreement or an Order. Notwithstanding the foregoing, nothing herein shall prevent either party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that party and/or who initiates contact with that party without any direct solicitation of that person by that party or any agent of that party.

**15. FORCE MAJEURE.** Neither eDoc nor Client shall be in breach of this Agreement in the event they are unable to perform their obligations under this Agreement as a result of natural disaster, war, emergency conditions, labor strife, the substantial inoperability of the Internet, the inability to obtain supplies, or other reasons or conditions beyond their reasonable control; provided, however, if such reasons or conditions remain in effect for a period of more than ninety (90) days, either eDoc or Client may terminate this Agreement without further liability to the other party.

**16. REMEDIES.** Injunctive or other equitable relief shall be a remedy available to either party in the event of a breach of any provision of this Agreement by the other party, but such remedy shall not be the exclusive remedy available to the parties.

**17. NOTICE.** Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing; and (iii) shall be addressed to each party at its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.

**18. SURVIVAL.** The provisions of this Agreement which, by their terms, require performance after the termination of this Agreement, or have application to events that may occur after the termination of this Agreement, shall survive the termination of this Agreement.

**19. ASSIGNMENT AND DELEGATION.** Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.

**20. SUCCESSORS IN INTEREST.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

**21. WAIVER.** The waiver of any provision or the breach of any provision of this Agreement shall not be effective unless made in writing. Any waiver by either party of any provision or the breach of any provision of this Agreement shall not operate as or be construed to be a continuing waiver of the provision or the breach of the provision.

**22. GOVERNING LAW; JURISDICTION; VENUE.** This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Texas, County of Galveston. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Texas, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

**23. SEVERABILITY.** In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

**24. EXECUTION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

**25. ENTIRE AGREEMENT, AMENDMENTS, CONFLICTS.** This Agreement (including the exhibits attached hereto) and any Orders placed hereunder, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement or an Order shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement and any Order. The terms and conditions of the exhibits and any Order hereunder, are integral parts of this Agreement and are fully incorporated herein by this reference. No conflicting or supplemental pre-printed provisions on eDoc's or Client's forms shall be binding on the parties. In the event of any conflict or inconsistency between this Agreement and an Order, the provisions of this Agreement shall be controlling.

**EXECUTION**

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: GALVESTON COUNTY, TEXAS

COUNTY CLERK

COMMISSIONER'S COURT

BY: *Dwight D. Sullivan*

Dwight D. Sullivan,  
County Clerk

BY: *Mark Henry*

COUNTY JUDGE

DATE: 9/6/11

APPROVED AS TO FORM

BY: *Don Gregory*

COUNTY ATTORNEY'S OFFICE

eDOCUMENT RESOURCES, LLC

*Scott A. Laster*

Witness

BY: *AKS Shyp*

*[Signature]*

Witness

TITLE: President

DATE: 8/19/11

CORPORATE SEAL:

**EXHIBIT A**  
**SOFTWARE MAINTENANCE AND SUPPORT**  
**TERMS AND CONDITIONS**

The terms and conditions of this Exhibit A are subject to the provisions of the Agreement. Unless otherwise specified, capitalized terms used in this Exhibit A shall have the meanings defined in the Agreement.

**1. DEFINED TERMS.** The following terms in this Exhibit A shall have the meanings set forth below. Other capitalized terms used herein have the definitions set forth herein or in the Agreement.

1.1 **"Documentation"** shall mean electronic on-line material, including user manuals, provided by Licensor for the Supported Software and that relate to the functional, operational or performance characteristics of the Supported Software.

1.2 **"Error"** shall mean any defect or condition inherent in the Supported Software that causes the Supported Software to fail to perform in accordance with the current Documentation published by Licensor.

1.3 **"EULA"** shall mean the end user license agreement entered into between Client and Licensor governing the licensing of Software.

1.4 **"New Products"** means new, separate product offerings, new modules, software changed to run with new operating systems or hardware, or software having new or substantially changed functionality.

1.5 **"Standard Hours"** means Monday through Friday, 8:00 AM to 5:00 PM Central Time, excluding eDoc holidays.

1.6 **"Supported Software"** shall mean Software which is: (1) licensed to Client pursuant to an Order; (2) under Maintenance and Support; and (3) either the current released version of the Software, or the next immediately preceding released version of the Software. Supported Software shall also include Upgrades and Enhancements which have amended and updated such Software. Support Software shall not include any prior released version of the Software that has been superseded by a new release for more than two (2) years (as determined from the date that Licensor first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of that Software.

1.7 **"Upgrades and Enhancements"** shall mean new versions, improvements, modifications, upgrades, updates, fixes and additions to the Supported Software that Licensor commercially releases to its end users generally during the Support Term to correct deficiencies or enhance the capabilities of the Supported Software, together with related updates of the Documentation. Upgrades and Enhancements shall not include New Products.

**2. MAINTENANCE AND SUPPORT SERVICES.** Subject to payment of the Maintenance and Support fee and these terms of this Exhibit A and the Agreement, eDoc will provide to Client the following Maintenance and Support on the Supported Software:

2.1 Support. During Standard Hours, eDoc will be available to provide Client with telephone and e-mail (support@edocumentresources.com) support to answer general Supported Software product questions and to identify and correct properly reported Error(s) in the Supported Software that are confirmed by Licensor. eDoc may also provide Maintenance and Support via remote network access as described herein. Should Client experience an emergency situation outside of Standard Hours, Client may contact eDoc via telephone 24 hours

per day, 7 days per week, by calling eDoc's regular telephone Maintenance and Support number and using eDoc's after hours paging system. eDoc's designated on-call support engineer will contact Client regarding the emergency situation within a reasonable time (usually not more than 3 hours) after the page. eDoc reserves the right to notify Client that it is making unauthorized (i.e., not in an emergency situation) or excessive use of after hours Maintenance and Support and to terminate the provision of such Maintenance and Support thereafter, unless Client pays eDoc for such continued after-hours Maintenance and Support at the rate of \$250 per hour (with a minimum charge of one hour per call). Client shall be informed at the time of a call if such call is considered an unauthorized or excessive use call and Client shall have the opportunity to terminate the call and delay Maintenance and Support until Standard Hours.

2.2 Error Correction: Client shall promptly notify eDoc of any Errors in the Supported Software in accordance with this Agreement and eDoc's current Error reporting procedures. After confirming such Error with Licensor, eDoc shall use commercially reasonable efforts to correct confirmed Errors.

2.3 Upgrades And Enhancements. eDoc will provide to Client copies of all Upgrades and Enhancements to the Supported Software released by Licensor during the Support Term. Client acknowledges and agrees that its rights to install and use such Upgrades and Enhancements are granted solely through the EULA. Client acknowledges and agrees that eDoc's provision of Maintenance and Support is subject to modification by Licensor because Licensor has the right, at any time, to change the specifications and operating characteristics of the Supported Software and Licensor's policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Supported Software and revisions to the Documentation pertaining to the Supported Software shall remain proprietary to Licensor and the sole and exclusive property of Licensor, and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property, 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 Licensor.

**3. EXCLUSIONS FROM MAINTENANCE AND SUPPORT.** The following are not included in Maintenance and Support; but may be available to Client under the terms of a separate Order:

- a. Services required as a result of, in whole or in part, any alteration, enhancement, configuration or modification of any nature of the Software;
- b. Correction of any Error if Client has previously received corrections for such Error, but Client has not implemented such correction;
- c. Services required as a result of defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, data back-up and recovery system, third party software (other than third party software bundled with the Software), hardware or any system or networking utilized by Client;
- d. Retrofitting, modifying, or fixing configuration after installation of an Upgrade and Enhancement
- e. Installation or configuration for Software upgrades or New Products;
- f. Any services resulting from abuse, misuse, improper handling, accident or neglect by Client;
- g. Any services resulting from any party other than edoc or Licensor, or any subcontractor or agent of the foregoing, providing Maintenance and Support;
- h. Any services on Software that is not Supported Software
- i. Training, including training for new users when the software is first implemented in a production environment;
- j. Consulting;
- k. Services performed at Client facility; or
- l. Services resulting from any other problem that is reasonably determined by eDoc to be unrelated to the Software.

4. **ANNUAL MAINTENANCE FEES.** Maintenance and Support fees for the Initial Term (as defined below) shall be as specified on the Order for Software, and shall be due at the time of placement of the Order. Maintenance and Support fees for a Renewal Term (as defined below) shall be determined by eDoc and eDoc shall notify Client of the new amount at least forty-five (45) days prior to the next Renewal Term. eDoc shall invoice Client for Maintenance and Support fees for Renewal Terms at least forty-five (45) days prior to the end of the then-current Renewal Term. The Maintenance and Support fees for any Renewal Term less than twelve (12) calendar months will be pro-rated based upon the number of calendar months in such period (including the calendar month in which such Renewal Term commences).

## 5. **CLIENT'S RESPONSIBILITIES.**

5.1 Operation of the Software. Client acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software; including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Client is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. eDoc and Licensor shall have no responsibility or liability for data loss. eDoc and Licensor shall have no responsibility or liability for Client's selection or use of the Software or any hardware, third party software or systems.

5.2 Client's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Supported Software, Client agrees to implement, in the manner instructed by eDoc, all Error corrections and Upgrades and Enhancements. Client's failure to implement any Error corrections or Upgrades and Enhancements of the Supported Software as provided in this Section shall relieve eDoc of any responsibility or liability whatsoever for any failure or malfunction of the Supported Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Client be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term of the Agreement.

5.3 Notice of Errors; Documentation of Errors. Client shall provide prompt notice of any Errors in the Supported Software discovered by Client, or otherwise brought to the attention of Client, in accordance with Service Provider's then current policies for reporting of Errors. During Standard Hours, proper notice may include, without limitation, prompt telephonic and/or written notice via e-mail to support@edocumentresources.com of any alleged Error. If requested by eDoc, Client agrees to provide written documentation of Errors to substantiate the Errors and to assist eDoc in the detection and correction of said Errors.

5.4 Access to Premises and Systems. Client acknowledges and agrees that eDoc requires on-line access to the Supported Software installed on Client's systems in order for eDoc to provide Maintenance and Support. Accordingly, Client shall install and maintain, at Client's sole cost and expense, properly functioning and accessible communication methods, including without limitation telephones, online collaboration, e-mail systems, and the appropriate communications software as specified by eDoc; and Client shall establish and maintain, at Client's sole cost and expense, an adequate or dedicated connection with eDoc to facilitate eDoc's on-line Maintenance and Support. Client shall make available reasonable access to and use of Client's premises, computer hardware, peripherals, Supported Software and other software as eDoc deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support. In addition, Client acknowledges and agrees that Licensor may be engaged by eDoc to provide Error corrections or other Maintenance and Support directly to

Client and, accordingly, Client shall provide such same access directly to Licensor. Such right of access and use shall be provided at no cost or charge to eDoc or Licensor.

**6. INITIAL AND RENEWAL TERMS OF MAINTENANCE AND SUPPORT.** Subject to the early termination provisions of the Agreement, the initial term of Maintenance and Support (the “**Initial Term**”) shall commence on the day that eDoc issues to Client license codes for the Supported Software licensed by Client under the applicable EULA and shall expire on the first annual anniversary of such date or as such other date specified on the applicable Order. Thereafter Maintenance and Support shall be automatically renewed on a cycle of either: (1) annually for successive one-year terms; or (2) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends, and thereafter, annually on a calendar year by calendar year basis (each, a “**Renewal Term**”), unless either party provides the other party written notice of non-renewal at least thirty (30) days prior to the end of the then-current term of Maintenance and Support. The Initial Term and a Renewal Term together shall be referred to as the “**Support Term.**”

**7. TERMINATION OF MAINTENANCE AND SUPPORT.** Client may terminate Maintenance and Support at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to eDoc. Client shall not be entitled to a refund from eDoc of any Maintenance and Support fees for such termination. If Client terminates Maintenance and Support because of a breach by eDoc, Client shall be entitled to a refund from eDoc of the “unused portion of the annual maintenance fees” for the then-current term of Maintenance and Support; provided however that Client is current on all payment obligations under this Agreement. For these purposes, the “unused portion of the annual maintenance fees” shall mean that portion of the Maintenance and Support fees paid by Client based on the then-remaining term for which such fees apply.

7.1 Effect of Termination. If Client elects not to renew Maintenance and Support services or either party terminates Maintenance and Support as set forth herein, such termination and/or election shall not affect Client’s license to the applicable Software hereunder and the order for such Software shall remain in full force and effect. If Client's license to use any of the Software is terminated for any reason, Maintenance and Support services will terminate as to such Software.

7.2 Reinstatement of Maintenance and Support. In the event of the termination of Maintenance and Support by Client under Section 7, Client may at any time reinstate Maintenance and Support in accordance with this Section 7.2. To obtain reinstatement, Client shall deliver a written request for reinstatement to eDoc, together with payment in full of (i) Maintenance and Support fees, based upon eDoc’s support and maintenance fee schedule in effect as of the time of such reinstatement, for all periods that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (ii) an amount equal to one hundred ten percent (110%) of the Maintenance and Support fee, based on Client's Maintenance and Support fees in effect as of the time of such reinstatement, for the Renewal Term of Maintenance commencing on the effective date of such reinstatement. Any reinstatement under this Section 7.2 shall be effective as of the first business day after eDoc has received the payments required to be made hereunder in connection with such reinstatement. Renewals of Maintenance and Support shall thereafter continue as described in Section 6 above.

**EXHIBIT B – PRICING**

**Contract Cost Summary**

|  |               |
|--|---------------|
| • Implementation Services (excluding travel)     | \$ 126,574    |
| • Software (including first year of maintenance) | 329,584       |
| • Travel   | <u>51,310</u> |

**Total Contract Cost** **\$ 507,468**

**Software & Hardware**

Software assurance fees will take effect at the time the software license is activated.

**Professional Services**

Fees will be invoiced upon completion of predefined milestones or project deliverables. eDoc will provide a project acceptance form to be signed upon completion of each milestone. An invoice will be issued and due net 30 days upon eDoc receipt of signed acceptance form.

**Assumptions**

- The Scope of Work indicates that we will need 857 hours of eDoc’s resources time to complete the project within scope. eDoc will adhere to this plan and any deviation from the scope and/or Project Plan will require a Change Order and be approved by both parties, and billed accordingly. A Change Order will be required to add additional hours to the project if needed.

The following hourly rates will apply for the duration of the agreement.

| <b>Resource</b>                               | <b>Hourly Rate</b> | <b>Estimated Effort</b> | <b>Cost</b>       |
|---|--------------------|-------------------------|-------------------|
| Project Manager (cost includes rounding adj.) | \$145              | 117                     | \$ 16,954         |
| Business Analyst                              | \$145              | 128                     | 18,560            |
| OnBase Implementation Specialist              |                    |                         |                   |
| • Standard Rate                               | \$145              | 496                     | 71,920            |
| • Advanced Rate                               | \$165              | <u>116</u>              | <u>19,140</u>     |
| <b>Total</b>                                  |                    | <b>857</b>              | <b>\$ 126,574</b> |

## Professional Services Milestones

eDoc will bill Client upon completion and acceptance of the following Professional Services Milestones on a department-by-department basis regardless of the resource utilization by Client. The following table is an extract from the Scope of Work, Exhibit C.

| Task Description                                      | Hours      | Rate     | Cost                |
|---|------------|----------|---------------------|
| Project Management (cost includes rounding adj.)      | 117        | \$145.00 | \$16,917.00         |
| Enterprise Infrastructure Setup                       | 62         | \$145.00 | \$8,990.00          |
| Requirements Review & Validation                      | 72         | \$145.00 | \$10,440.00         |
| Ongoing Technical Support                             | 8          | \$145.00 | \$1,160.00          |
| <b>Stage 1 Activity - Imaging/Doc. Mgmt/Rec. Mgmt</b> |            |          |                     |
| Requirements Specification Workshops & Design         | 32         | \$145.00 | \$4,640.00          |
| Basic OnBase Configuration                            | 110        | \$145.00 | \$15,950.00         |
| Integration with Core Systems                         | 32         | \$145.00 | \$4,640.00          |
| System & Production Testing                           | 31         | \$145.00 | \$4,437.00          |
| End User Documentation and Training                   | 44         | \$145.00 | \$6,424.00          |
| Production Deployment                                 | 20         | \$145.00 | \$2,842.00          |
| <b>Stage 2 Activity – E-Forms &amp; E-Signatures</b>  |            |          |                     |
| Requirements Specification Workshops & Design         | 48         | \$145.00 | \$6,960.00          |
| E-Form & E-Signature Configuration                    | 36         | \$165.00 | \$5,940.00          |
| System & Production Testing                           | 31         | \$145.00 | \$4,437.00          |
| End User Documentation and Training                   | 44         | \$145.00 | \$6,423.00          |
| Production Deployment                                 | 20         | \$145.00 | \$2,842.00          |
| <b>Stage 3 Activity – Automated Workflow</b>          |            |          |                     |
| Requirements Specification Workshops & Design         | 24         | \$145.00 | \$3,480.00          |
| Workflow Configuration                                | 80         | \$165.00 | \$13,200.00         |
| System & Production Testing                           | 15         | \$145.00 | \$2,219.00          |
| End User Documentation and Training                   | 22         | \$145.00 | \$3,212.00          |
| Production Deployment                                 | 10         | \$145.00 | \$1,421.00          |
| <b>Total</b>  | <b>857</b> |          | <b>\$126,574.00</b> |

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RESOURCES

| A. ECMS Software              |                               | Qty.                  | One Time            | Maintenance        |
|-------------------------------|-------------------------------|-----------------------|---------------------|--------------------|
| SW 2.1                        | Imaging                       | 25 Licenses           | \$33,600.00         | \$6,720.00         |
| SW 2.2                        | Enterprise Content Management | 50 Concurrent Users   | \$201,960.00        | \$41,992.00        |
| SW 2.3                        | Electronic Records Management | 1 Enterprise License  | \$28,000.00         | \$5,600.00         |
| SW 2.4                        | E-Forms                       | 1 Development License | Included w/Workflow |                    |
| SW 2.5                        | E-Signature                   | 11 Certificates       | \$1,760.00          | \$352.00           |
| SW 2.6                        | Automate Workflow             | 1 Development License | \$8,000.00          | \$1,600.00         |
| <b>ECMS Software Subtotal</b> |                               |                       | <b>\$273,320.00</b> | <b>\$56,264.00</b> |

## Travel Costs

See Exhibit C, Statement of Work for more detail

|              |   |
|--------------|---|
| Airfare      | \$1,025 (including taxes and fees)                          |
| Hotel        | \$500 (\$125 per night excluding taxes)                     |
| Meals        | \$225 (per diem \$45 per day)                               |
| Transport    | \$300 (standard/mid-sized/intermediate car including taxes) |
| Parking      | \$40 (airport)  |
| Mileage      | \$20  |
| Other        | \$25  |
| <b>Total</b> | <b>\$2,135</b>  |

The overall trip charges based on the projected timeline are as follows:

| Month         | Trips     | Travelers | Airfare         | Hotel           | Meals          | Transport      | Parking        | Mileage      | Other        | Totals          |
|---------------|-----------|-----------|-----------------|-----------------|----------------|----------------|----------------|--------------|--------------|-----------------|
| Sep '11       | 2         | 3         | \$6,150         | \$3,000         | \$1,350        | \$600          | \$240          | \$120        | \$150        | \$11,610        |
| Oct '11       | 2         | 2         | \$4,100         | \$2,000         | \$900          | \$600          | \$160          | \$80         | \$100        | \$7,940         |
| Nov '11       | 2         | 2         | \$4,100         | \$2,000         | \$900          | \$600          | \$160          | \$80         | \$100        | \$7,940         |
| Dec '11       | 2         | 2         | \$4,100         | \$2,000         | \$900          | \$600          | \$160          | \$80         | \$100        | \$7,940         |
| Jan '12       | 2         | 2         | \$4,100         | \$2,000         | \$900          | \$600          | \$160          | \$80         | \$100        | \$7,940         |
| Feb '12       | 2         | 2         | \$4,100         | \$2,000         | \$900          | \$600          | \$160          | \$80         | \$100        | \$7,940         |
| <b>Totals</b> | <b>12</b> | <b>13</b> | <b>\$26,650</b> | <b>\$13,000</b> | <b>\$5,850</b> | <b>\$3,600</b> | <b>\$1,040</b> | <b>\$520</b> | <b>\$650</b> | <b>\$51,310</b> |



## ONBASE ORDER SUMMARY

|  |  |                   |  |
|--|--|-------------------|--|
| <b>PURCHASE ORDER:</b>   |  | <b>HSI #</b>      |  |
| DATE:  | Wednesday, July 20, 2011                           | HASP TYPE:        |  |
| VENDOR NAME:   | eDocument Resources                                | CUSTOMER NAME:    | Galveston County   |
| VENDOR ADDRESS:  | 6101 Baker Road, Suite 207<br>Minnetonka, MN 55345 | CUSTOMER ADDRESS: | 722 Moody<br>Galveston, TX 77550   |
| VENDOR CONTACT:  | Lee Meyerdirk                                      | CUSTOMER CONTACT: | Mr. Rufus Crowder  |
| VENDOR PHONE:  | 952-607-3613                                       | CUSTOMER PHONE:   | 409-621-7987   |
| VENDOR EMAIL: <a href="mailto:neverdirk@edocumentresources.co">neverdirk@edocumentresources.co</a> |  | CUSTOMER EMAIL:   | <a href="mailto:rufus.crowder@co.galveston.tx.us">rufus.crowder@co.galveston.tx.us</a> |

## ONBASE PRICING

| Product Name                                      | Product Code | License Fee | Qty   | Extended Price | Maintenance | Total       |
|---|--------------|-------------|-------|----------------|-------------|-------------|
| Multi-User Server                                 | OBIPW1       | \$ 5,000.00 | 1.00  | \$ 5,000.00    | \$ 900.00   | \$ 5,900.00 |
| Concurrent Client                                 | CTIPC1       | R 1,200.00  | 50.00 | R 60,000.00    | R 10,800.00 | R 70,800.00 |
| Production Document Imaging (Kofax or TWA) DIPW1  |              | R 5,000.00  | 1.00  | R 5,000.00     | R 900.00    | R 5,900.00  |
| Production Document Imaging (Kofax or TWA) DIPW2  |              | R 2,000.00  | 2.00  | R 4,000.00     | R 720.00    | R 4,720.00  |
| Desktop Document Imaging (Unlimited)              | AIPW3        | R 1,500.00  | 22.00 | R 33,000.00    | R 5,940.00  | R 38,940.00 |
| Batch OCR   | OcipW1       | R 1,500.00  | 1.00  | R 1,500.00     | R 270.00    | R 1,770.00  |
| Automated Indexing                                | IAPW1        | R 10,000.00 | 1.00  | R 10,000.00    | R 1,800.00  | R 11,800.00 |
| Signature Pad Interface (TWA)IH                   | PWIP1        | R 6,000.00  | 1.00  | R 6,000.00     | R 1,080.00  | R 7,080.00  |
| Workflow/Forms Concurrent Client SL (1-20) WLIPC1 |              | R 2,000.00  | 20.00 | R 40,000.00    | R 7,200.00  | R 47,200.00 |
| Workflow Concurrent Client SL (21-50)             | WLIPC2       | R 1,600.00  | 20.00 | R 32,000.00    | R 5,760.00  | R 37,760.00 |
| Digital Signatures                                | DGIPH1       | R 200.00    | 11.00 | R 2,200.00     | R 396.00    | R 2,596.00  |
| Web Server  | WTIPW1       | R 10,000.00 | 1.00  | R 10,000.00    | R 1,800.00  | R 11,800.00 |
| Unity Client Server                               | UNIP1        | R 10,000.00 | 1.00  |                | R 1,800.00  | R 1,800.00  |
| EDM Services                                      | DMIP1        | R 5,000.00  | 1.00  | R 5,000.00     | R 900.00    | R 5,900.00  |
| Office Business Application for 2010              | OIPW4-10     | R 15,000.00 | 1.00  | R 15,000.00    | R 2,700.00  | R 17,700.00 |
| Web Parts for Microsoft SharePoint                | SPIP1        | R 5,000.00  | 1.00  | R 5,000.00     | R 900.00    | R 5,900.00  |
| Integration for Microsoft Outlook 2010            | OLIP1-10     | R 5,000.00  | 1.00  | R 5,000.00     | R 900.00    | R 5,900.00  |
| Enterprise Application Enabler                    | AEIP2        | R 50,000.00 | 1.00  | R 50,000.00    | R 9,000.00  | R 59,000.00 |
| Web Services Toolkit                              | WSIP1        | R 10,000.00 | 1.00  | R 10,000.00    | R 1,800.00  | R 11,800.00 |
| Physical Records Management                       | PRIP1        | R 15,000.00 | 1.00  | R 15,000.00    | R 2,700.00  | R 17,700.00 |
| Records Management                                | RIP1         | R 20,000.00 | 1.00  | R 20,000.00    | R 3,600.00  | R 23,600.00 |
| Distributed Disk Services                         | DSIP1        | R 5,000.00  | 1.00  | R 5,000.00     | R 900.00    | R 5,900.00  |
| Public Sector Constituency Web Access             | GWIP1        | R 0.01      | ##### | R 2,950.00     | R 531.00    | R 3,481.00  |

|                                    |                      |
|------------------------------------|----------------------|
| Software                           | \$ 341,650.00        |
| Less Galveston Government Discount | \$ 68,330.00         |
| <b>Total Software Investment</b>   | <b>\$ 273,320.00</b> |
| Annual Maintenance                 | \$ 56,264.00         |
| <b>Professional Services</b>       |                      |
| <b>Total</b>                       | <b>\$ 329,584.00</b> |



## EXHIBIT C – STATEMENT OF WORK

This page represents a placeholder for eDocument Resources Statement of Work for the Galveston County OnBase Implementation Project. Said Statement of Work is approximately twenty-one (21) pages in length and is attached to the Master Software Maintenance and Services Agreement with the Effective Date of 27<sup>th</sup> day of June, 2011.

**EXHIBIT D – END USER LICENSING AGREEMENT**

**OnBase® End User License Agreement**

**IMPORTANT- READ CAREFULLY**

This OnBase® End User License Agreement (“EULA”) is made between Hyland Software, Inc. (“Hyland”), 28500 Clemens Road, Westlake, Ohio 44145 USA, an Ohio corporation, and the person or entity (“User”) that has submitted to Hyland or an applicable Hyland authorized solution provider written purchase orders that have been accepted by Hyland or such solution provider for OnBase® Information Management System software (“Software”), that has paid the applicable Software license fees for such Software and that has agreed to the terms of this EULA by clicking the “I ACCEPT THE AGREEMENT” option that appears at the bottom of this screen. Unless Hyland and User have executed and delivered another OnBase® End User License Agreement or document of similar import with respect to the Software, BY CLICKING ON THE “I ACCEPT THE AGREEMENT” OPTION AT THE BOTTOM OF THIS SCREEN, USER AGREES TO BE BOUND BY THE TERMS OF THIS EULA. IF USER IS NOT WILLING TO BE BOUND BY THESE TERMS, USER SHOULD CLICK ON THE “I DECLINE THE AGREEMENT” OPTION AT THE BOTTOM OF THIS SCREEN. If Hyland and User have executed and delivered another OnBase® End User License Agreement or document of similar import with respect to the Software, this EULA shall have no force or effect and the terms and conditions of such other OnBase® End User License Agreement or document of similar import shall govern.

**REPRESENTATION AND WARRANTY REGARDING AUTHORITY:** BY CLICKING THE “I ACCEPT THE AGREEMENT” OPTION AT THE BOTTOM OF THIS SCREEN, USER REPRESENTS AND WARRANTS THAT THE PERSON THAT HAS CLICKED THE “I ACCEPT THE AGREEMENT” OPTION HAS ALL REQUISITE POWER AND AUTHORITY, FOR AND ON BEHALF OF USER, TO TAKE SUCH ACTION AND TO BIND USER TO SUCH ACCEPTANCE AND TO THE TERMS AND CONDITIONS OF THIS EULA.

**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 User internally, and only for capturing, storing, processing and accessing User’s own data. 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. The Software includes all “Upgrades or Enhancements” to the Software that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and Hyland or Hyland’s authorized solution provider.
- (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. 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. In addition, User shall be entitled to license: one (1) additional copy of the Software licensed in User's production system for customary remote disaster recovery purposes ("Disaster Recovery System"); and 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"). Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE USED IN ANY NON-PRODUCTION SYSTEM AND HYLAND PROVIDES THAT SOFTWARE "AS IS." User's sole recourse in the event of any dissatisfaction with any Software in any non-production system is to stop using such Software and return it to Hyland. User shall not make 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 4(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) User may not make any use of the Disaster Recovery System in a production environment concurrently with the operation of any other copy of the Software in a production environment.
- (f) From time to time Hyland may make "beta" copies of prospective new versions of the Software or of potential new OnBase Information Management System software modules ("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. USER ACKNOWLEDGES AND UNDERSTANDS THAT ANY BETA SOFTWARE IS A PRE-RELEASE VERSION ONLY, STILL MAY BE UNDERGOING TESTING AT HYLAND AND IS NOT A HYLAND COMMERCIALY RELEASED PRODUCT. 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 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.
- (g) From time to time User may elect to evaluate certain OnBase Information Management System 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 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.

- (h) 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 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.
- (i) 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.

**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. INSTALLATION:** User may retain the Hyland authorized solution provider through which User orders the Software or, if none, then Hyland to provide installation services. If Hyland is retained, the parties will enter into a separate Work Agreement governing the procurement and performance of such services. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software.

**4. 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 sixty (60) days from the earlier of: (1) the date that license codes or a certificate necessary for User to activate the Software for use have been delivered to User; or (2) the sixtieth (60<sup>th</sup>) day after the date that the Software has been delivered to User (either by shipment of media containing the Software, downloading of the Software onto User's systems in connection with the installation of the Software, or the Software 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 operate substantially in accordance with the "Help Files" included in the Software 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 7, Hyland will refund any portion of the Software license fees paid prior to the time of such termination with respect to such Software.

(d) HYLAND MAKES NO OTHER WARRANTIES OR REPRESENTATIONS REGARDING THE SOFTWARE OR ANY MEDIA. HYLAND DISCLAIMS AND EXCLUDES 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 DOES 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, and is signed on behalf of Hyland by a corporate officer.

**5. LIMITATIONS OF LIABILITY:** IN NO EVENT SHALL HYLAND'S 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.

**6. MAINTENANCE:** Maintenance and technical support of the Software may be available for purchase by User from Hyland or the Hyland authorized solution provider through which User has ordered the Software pursuant to the terms of a separate Software Maintenance Agreement.

**7. 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 7 or in Section 4, 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.

8. **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.

9. **NOTICE:** 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 shall be deemed to have been given and received on the date personally delivered or on the date deposited in the U.S. mail or with the commercial overnight courier.

10. **GOVERNING LAW; JURISDICTION:** The laws of the State of Ohio 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, as amended, shall not be applicable with respect to this EULA. Any legal action brought concerning this EULA or any dispute hereunder shall be brought only in the courts of the State of Ohio USA, in the County of Cuyahoga, or in the federal courts located in such state and county. Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Hyland as a party, User agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise to take any and all reasonable actions to achieve Hyland's objectives of this provision.

11. **ENTIRE AGREEMENT:** This EULA constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous 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 additional terms contained in any invoice delivered by Hyland or its authorized solution provider, 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 or any such invoice. 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.

12. **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. By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this EULA, as stated in DFARS 227.7202, and the terms of this EULA shall supersede any conflicting contractual term or conditions.

## EXHIBIT E – ONBASE SUPPORT LIFECYCLE POLICY

### HYLAND SOFTWARE

#### **OnBase Product Support Lifecycle Policy**

Hyland Software is committed to supporting products that our customers use to accomplish their organization's goals. Over time, some products are superseded by new offerings and enhancements that make our products easier to use. The Hyland Software Product Support Lifecycle is intended to give direction to internal, as well as external, members of the OnBase community.

#### **Support Lifecycle Policy**

The Hyland Software Support Lifecycle policy took effect in May 2008 and applies to the OnBase Enterprise Content Management suite. The Software Retirement Schedule on Team OnBase is updated yearly to inform partners of the version(s) that are subject to an Extended Support fee. The policy states that:

- Each version will receive Mainstream Support for a period of five years from the year in which the version was released. A module is considered to have received a full year of Mainstream Support on December 31st of the year of its release, regardless of when in the year the release occurred. A version is retired at the end of the fifth year of Mainstream Support.
- Extended Support is offered for retired versions. Extended Support is subject to an additional support fee that is applied to the annual maintenance renewal.

#### **Software Retirement Schedule**

- After Dec. 31, 2009 versions 5.2 and below will be on extended support
- After Dec. 31, 2010 versions 6.4 and below will be on extended support
- After Dec. 31, 2011 versions 7.2 and below will be on extended support
- After Dec. 31, 2012 versions 8.0 and 8.2 and below will be on extended support
- After Dec. 31, 2013 versions 9.0 and 9.2 and below will be on extended support
- After Dec. 31, 2014 version 10.0 and below will be on extended support

#### **Support End of Life - Modules, APIs and Integration Points**

Hyland Software continually evolves and enhances the modules and APIs of the OnBase suite of products. Evolution of the suite may require deprecation of obsolete methods, allowing for the next generation technology to become the mainstream approach, increasing the offering of OnBase. The table below is a list of modules, APIs, and Integration Points that have a definitive End of Life.

- **End of Mainstream Support** When a module ends Mainstream Support and enters the Extended Support phase, enhancements are no longer actively considered for the module. Defects, including non-critical defects, are resolved on a case-by-cases basis. Technical Support is available for the module and the module continues to be shipped with the current release of the software.
- **End of Extended Support** Once Extended Support has passed, only critical defects are considered on a case-by-case basis. Non-critical defects are not resolved and enhancements are not considered. Technical Support is available for the module and the module continues to be shipped with the current release of the software.

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RESOURCES

- **End of Life** Once End of Life is reached for a module, the module is considered unsupported in the next immediate release. The module will no longer ship as part of the OnBase suite. Tech Support continues to support the product in previous releases, but support will no longer be available for releases that occur after the End of Life date. Modules reaching this phase will ultimately have a replacement module that should be used instead.

## End of Life Schedule

| Product                 | End of Mainstream Support | End of Extended Support | End of Life   | Replacement Module             |
|-------------------------|---------------------------|-------------------------|---------------|--------------------------------|
| Core-based VBScripts    | Dec. 31, 2009             | Dec. 31, 2010           | Dec. 31, 2013 | Unity Automation API1          |
| DMCoreX API             | Dec. 31, 2009             | Dec. 31, 2010           | Dec. 31, 2013 | Unity Automation API1          |
| Explorer Extensions     | July 1, 2010              | July 1, 2010            | Dec. 31, 2010 | Unity Client2                  |
| Java Web Client         | Dec. 31, 2010             | Dec. 31, 2010           | Dec. 31, 2011 | HTML Web Client                |
| Local Mode Desktop      | July 1, 2010              | July 1, 2010            | Dec. 31, 2010 | Unity Client2                  |
| Mobile Forms            | Dec. 31, 2009             | Dec. 31, 2010           | Dec. 31, 2010 | Unity Briefcase1               |
| Verity Full-Text Search | July 1, 2010              | July 1, 2010            | Dec. 31, 2013 | Autonomy Idol Full-Text Search |
| Web Services Toolkit    | Dec. 31, 2010             | Dec. 31, 2013           | Dec. 31, 2015 | Unity Integration Toolkit1     |