COOPERATIVE PURCHASE CONTRACT
Contract No. 2026-198

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and DataBank IMX, LLC, a Delaware limited liability company ("Contractor").

RECITALS:

A. The Region 4/OMNIA Partners Public Sector conducted a competitive and open procurement process through Request for Proposal R24-03 that resulted in Contract No. R240307 with Hyland Software for software solutions and services ("Agency Contract"); and

B. Contractor is a fully authorized vendor of Hyland Software products as identified in their quote listing Contract No. R240307; and

C. The City has authority to enter a cooperative purchase contract with Contractor utilizing the Agency Contract.

D. The Parties desire to incorporate the applicable End User License Agreement, as amended (the "EULA Amendment"), governing the software and services provided under this Contract, which is attached hereto as Exhibit C and incorporated herein by reference.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and/or services, as specified in the Quote attached as *Exhibit A*, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

Hyland OnBase Subscription (Three Years)

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Quote attached as *Exhibit A* and incorporated by reference.

3. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as *Exhibits B.1-B.2*, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract related to price for materials and/or services.

4. Payment:

4.1 Payment to Contractor for the materials and/or services shall not exceed one hundred sixty-four thousand seven hundred two dollars and fifty-one cents ($164,702.51), and shall be made in accordance with the price list and terms set forth in Exhibit A. This amount reflects a three-year subscription for the Hyland OnBase Enterprise solution (Product Code: HYOB-SUB) on an on-premises basis, consisting of Year 1 (July 1, 2026 through June 30, 2027) in the amount of $50,981.61; Year 2 (July 1, 2027 through June 30, 2028) in the amount of $54,805.29; and Year 3 (July 1, 2028 through June 30, 2029) in the amount of $58,915.61.

4.2 Any adjustment to the Payment amount must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the amendment price increase is less than $100,000; otherwise, City Council approval is required.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Upon request, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until June 30, 2029.

7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Shawn Armour
IT Manager - Applications
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: shawn.armour@flagstaffaz.gov

To Contractor:
Aaron Fryzek
Technical Account Manager
458 Pike Road
Huntingdon, PA 19006
afryzek@databankimx.com
402-875-2873

With a copy to:
Teddy Callan
Sr. Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: Teddy.Callan@flagstaffaz.gov

8. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

IN WITNESS WHEREOF, the City and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

City of Flagstaff

By:_____
City Manager

Dated:_____

Attest:

_____
City Clerk

Contractor

By:_____

Title:_____

Dated:_____

Approved as to form:

_____
City Attorney

Notice to Proceed issued:_____, 20___

HYLAND™ Exhibit A: Quote

Quote

Hyland Reference Number: HYL077289

Parties	
Channel Partner Name ("Channel Partner")	Databank IMX, LLC
Hyland Entity Name ("Hyland")	Hyland Software, Inc.
Customer Name (“Customer”)	City of Flagstaff

Channel Partner Information	
Billing Details	**Shipping Details**
City of Flagstaff	City of Flagstaff
Bill To Address	**Ship To Address**
211 W. Aspen Ave Flagstaff, Arizona 86001 United States	211 W. Aspen Ave Flagstaff, Arizona 86001 United States
Quote Details	**Sales Representative**
Term Length in Months: 36 Pricing Expiration Date: June 30, 2026 Quote Reference: Q-452121	Name: Paulina Simon Email: paulina.simon@hyland.com Phone: +48 887 087 716

ON-PREMISE
SUBSCRIPTIONS

Product Code	Product Name	Quantity
ADIPI1_SUBS	Document Composition	1
AIIPW3_SUBS	Desktop Document Imaging (Unlimited)	2
CTIPC_SUBS	Concurrent Client	5
CTIPN_SUBS	Named User Client	5
DIIPW1_SUBS	Production Document Imaging (Kofax or Twain) (1)	1
DPIPW1_SUBS	Document Import Processor	1
GOVT-B-LOCAL_SUBS	Local Government Licensing Bundle	1
GV-B-MU2-CTIPC1_SUBS	Local Government Concurrent Client	26
GV-B-MU2-CTIPN1_SUBS	Local Government Named User Client	3
GV-B-MU2-DIIPW1_SUBS	Local Government Production Document Imaging (Kofax or TWAIN)	1
GV-B-MU2-DIIPW2_SUBS	Local Government Production Document Imaging (Kofax or TWAIN)	1
GV-B-MU2-OUTIPI1_SUBS	Local Government Integration for Microsoft Outlook	1
GV-B-MU2-RIIPI1_SUBS	Local Government Records Management	1
GV-B-MU2-VLIPC1_SUBS	Local Government Workview Concurrent Client SL	1
GV-B-MU2-VLIPCPE_SUBS	Local Government Workview Concurrent Client SL PE	1
GV-B-MU2-WLIPC1_SUBS	Local Government Workflow Concurrent Client SL	18
GV-B-MU2-WLIPN1_SUBS	Local Government Workflow Named User Client SL	3
GV-B-MU2-WTIPW1_SUBS	Local Government Web Server	2
GWIPI1_SUBS	Public Sector Constituency Web Access	77590
PWIPI1_SUBS	Signature Pad Interface (TWAIN)	1
RHIPI1_SUBS	Reporting Dashboards	1
WLIPC_SUBS	Workflow Concurrent Client SL	5

PAYMENT SUMMARY

Year	Subscription Payments
Year 1	USD 50,981.61
Year 2	USD 54,805.29
Year 3	USD 58,915.61

Prices are exclusive of all taxes and governmental charges (such as duties). All invoices issued by Hyland will include all applicable taxes based on the jurisdiction in which the Customer is located. Customer agrees to provide Hyland with valid tax exemption certificates in advance of the issuance of any invoice.

Hyland, OnBase, Alfresco, Nuxeo, Brainware, Acuo, PACSgear, Nilread, and other Hyland product names are registered and/or unregistered trademarks of Hyland Software, Inc. and the affiliates in the United States and other countries. Other parties' trademarks, service marks, and product names that may be used herein are the property of their respective owners. This document contains confidential information of Hyland Software, Inc. or its affiliates. Such confidential information is provided solely for use by the entity to whom it is sent, and, unless otherwise prohibited by law, must be handled with the same degree of care used by such entity in handling its own information of the same nature or as otherwise set forth in any existing confidentiality agreement between Hyland Software, Inc. or its affiliate and such entity. The information in this document may contain technical data as defined by the Export Administration Regulations (EAR) and is subject to the Export Control Laws of the U.S. Government and may be subject to the export control laws of your entity's local jurisdiction. Transfer of such data by any means to a foreign person, whether in the United States or abroad without proper export authorization or other approval from the U.S. Government and the export authority of your entity's jurisdiction is strictly prohibited.

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

Exhibit C:

Combined EULA Amendment

AMENDMENT TO UNDERLYING LICENSE AGREEMENT
(FULL CONVERSION TO SUBSCRIPTION LICENSES)

This AMENDMENT TO UNDERLYING LICENSE AGREEMENT ("Amendment") is made and entered into effective as of the date that the last party to sign this Amendment has executed the same (as indicated by the date entered by such party with its signature below)("Amendment Effective Date"), by and between DataBank IMX, LLC (herein referred to as "DataBank"),("Licensor"), a Delaware Limited Liability Company, having an address of 458 Pike Road, Huntingdon Valley, PA 19006 and City of Flagstaff, Arizona ("User" or "Customer"), having an address of 211 W. Aspen Ave., Flagstaff, Arizona 86001, and amends that certain separate software that governs the licenses to the Software previously procured by User (such as an End User License Agreement (click through or written)) (the "Underlying License Agreement").

1. DEFINED TERMS:

DEFINED TERMS:

(a) Capitalized terms used in this Amendment and not defined herein are used herein with the same meanings given such terms under the Underlying License Agreement. The term "EULA" as used in the Underlying License Agreement and in this Amendment hereafter shall mean the Underlying License Agreement as amended by this Amendment.

(b) The following defined term is added to the EULA:

"Subscription Fees" means periodic fees for the licensing of Software licensed under the EULA and Maintenance and Support for such Software, and payable by User to Hyland's authorized solution provider.

2. CONVERSION FROM PERPETUAL LICENSES TO SUBSCRIPTION LICENSES: The parties agree that all Software licensed to User prior to the Amendment Effective Date and thereafter will be on a subscription basis. Accordingly, Licensor and User agree that, as of the Amendment Effective Date, the EULA shall be amended as follows:

(a) License; Term: User's right to use the Software as set forth in the EULA shall be subject to User's payment in full of the Subscription Fees and, unless terminated earlier for breach in accordance with the terms of the EULA, the term of such Software subscription license shall be 3 years ("Initial Term"). Upon expiration of the Initial Term, unless Hyland and User mutually agree in writing to an extension of the term via an amendment, the EULA will terminate and User's obligations upon termination as set forth in the EULA shall apply. Any reference in the EULA to Software license fees shall mean Subscription Fees.

(b) Infringement Indemnification: In the event User is entitled to a refund of fees paid under the IP infringement indemnification provision of the EULA, the amount of such refund shall be replaced with the "unused portion of prepaid Subscription Fees" (as defined below) paid by User, with respect to the infringing portion of the Software, notwithstanding anything to the contrary in the EULA. For these purposes, the "unused portion of the prepaid Subscription Fees" shall mean an

amount equal to the total Subscription Fees paid by User for the infringing portion of the Software for the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, and the denominator or which shall be twelve (12).

(c) Termination: User's right to terminate the EULA, or any portion thereof, for convenience shall not apply to the User's subscription.

(d) Add-On Subscription Amendment: If User previously executed an Add-On Subscription Amendment, this Amendment supersedes such Add-On Subscription Amendment.

3. **NO OTHER CHANGES:** In all other respects the EULA remains in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Signature page]

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

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

City of Flagstaff, Arizona ("CUSTOMER") By (Signature): _____ Printed Name: _____ Title: _____ Date: _____	**DataBank IMX, LLC** ("Licensor") By (Signature): _____ Printed Name: _____ Title: _____ Date: _____

Region 4 Education Service Center (ESC)

Contract # R240307

for

Software Solutions and Services

with

Hyland Software

Effective: January 1, 2025

The following documents comprise the executed contract effective: January 1, 2025

I. Vendor Contract and Signature Form

II. Supplier’s Response to the RFP

APPENDIX A

Contract

*This Contract ("**Contract**") is made as of December 17, 2024, by and between Hyland Software **Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Software Solutions and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 24-03 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;
      iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-

party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Hyland Exception: Notwithstanding anything to the contrary, this contract is subject to the parties' mutual agreement regarding exceptions, which may include mutually acceptable revision to such terms as we acknowledge your right to negotiate and approve the terms and conditions of any contract and Hyland Software respectfully reserves the same right. A form of Hyland Software's standard licensing and support agreements have been included in the Attachments section and are incorporated herein per the terms of solicitation.

Company Name	Hyland Software, Inc.
Address	28105 Clemens Road
City/State/Zip	Westlake, Ohio 44145
Telephone No.	+1.440.788.5000
Email Address	noreen.kilbane@hyland.com
Printed Name	+1.440.788.6336
Title	EVP, Chief Administrative Officer
Authorized signature	

Accepted by Region 4 ESC:

Contract No. R240307

Initial Contract Term 1/1/2025 to 12/31/2027

Region 4 ESC Authorized Board Member — Date: 12/17/2024

Linda Tinnerman
Print Name

Region 4 ESC Authorized Board Member — Date: 12/17/2024

Victor E. White
Print Name

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Hyland Software, Inc.

Address 28105 Clemens Rd.

Westlake, OH 44145

Phone 440.788.5000

Fax 440.788.5100

Contact

Signature
Noreen Kilbane
Printed Name
EVP, Chief Administrative Officer
Position with Company

Official Authorizing Proposal

Signature
Noreen Kilbane
Printed Name
EVP, Chief Administrative Officer
Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Hyland Exception: Hyland Software agrees to complete Form 1295 at the appropriate time necessary, upon entering into the contract.

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Noreen Kilbane, as an authorized representative of

Hyland Software, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Noreen Kilbane

Signature of Named Authorized Company Representative

6/11/2024

Date

24-03 Addendum 4
Hyland Software Inc
Supplier Response

Event Information

Number: 24-03 Addendum 4
Title: Software Solutions and Services
Type: Request for Proposal
Issue Date: 4/24/2024
Deadline: 6/13/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Thursday, May 9, 2024 at 11:00 am
via ZOOM. Click here to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

Hyland Software Inc Information

Contact: Stacey Chapman
Address: 28500 Clemens Road
westlake, OH 44145
Phone: (440) 788-5000
Email: governmentcontracts@hyland.com
Web Address: https://www.hyland.com/en

By submitting your response, you certify that you are authorized to represent and bind your company.

Stacey Chapman
Signature

governmentcontracts@hyland.com
Email

Submitted at 6/12/2024 09:58:23 PM (CT)

Supplier Note

Thank you for the opportunity to take part in this proposal process. Please reach out if you have any questions as you review our responses. Also, please note that the Hyland address listed above should be updated to the following: 28105 Clemens Road Westlake, Ohio 44145

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

Offer and Contract Signature Form - Hyland.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Appendix B - Terms & Conditions Acceptance Form

Appendix B Terms & Conditions Acceptance Form - Hyland.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Appendix C - Acknowledgment and Acceptance of Region 4 ESCs Open Records Policy - Hyland.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

Products and Pricing

Hyland Proposed Contract Pricelist OMNIA 6.13.24.xlsx

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Value Add

Hyland Value Add.pdf

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Additional Agreements Offeror will require Participating Agencies to sign.

Sample SaaS & Subscription Agreements.pdf

Upload any additional agreements offeror will require Participating Agencies here.

Antitrust Certification Statements

Appendix C - Antitrust Certification Statements - Hyland.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Certificate of Interested Parties (Form 1295)

Appendix C - Certificate of Interested Parties (Form 1295) - Hyland.pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

Appendix C - Texas Government Code 2270 Verification Form - Hyland.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

Diversity Program Certifications

No response

If there are any diversity programs, provide a copy of their certification.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification

No response

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Minority Women Business Enterprise Certification

No response

Please upload Minority Women Business Enterprise Certification if applicable.

Historically Underutilized Business (HUB) Certification

No response

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Historically Underutilized Business Zone Enterprise (HUBZone)

No response

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder

No response

Please upload other recognized diversity certificate holder if applicable.

Submit FEIN and Dunn & Bradstreet report.

D&B Response.pdf

Upload FEIN and Dunn & Brandstreet report here.

OMNIA Partners - Exhibit F Federal Funds Certifications

Exhibit F Federal Funds Certifications - Hyland.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

Exhibit G New Jersey Business Compliance Forms - Hyland.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Response Attachments

Hyland Extended Responses.pdf

Provides extended responses to some Attributes, particularly questions in the Evaluation Process and Criteria section and Exhibit A.

Hyland Fee Schedule Price List 6.13.24.pdf

Hyland Fee Schedule Price List - Confidential

Hyland Authorized Distributor Reseller List.pdf

List of Hyland's authorized distributors/resellers

Hyland Customer References.pdf

Hyland Customer References - Confidential

Hyland Software Letter of Financial Stability.pdf

Hyland Software Letter of Financial Stability referenced in our responses

Global Services Ebook.pdf

Hyland Global Services Ebook referenced in our responses

Content Services in the Hyland Cloud.pdf

Content Services in the Hyland Cloud referenced in our responses

Bid Attributes

1 Oral Communication

Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

☑ I have read and agree.

2 Scope of Work

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

3 Terms and Conditions

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

4 Products/Pricing - Upload on Response Attachments Tab

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apple, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)
- List all categories that you are offering

5 Is pricing available for all products and services?

☑ Yes

☐ No

6 Describe any shipping charges (where applicable).

All deliveries shall be freight prepaid F.O.B. destination and shall be included in all pricing unless otherwise clearly stated in writing.

N/A. Hyland is providing software and services.

7 Provide pricing for warranties on all products and services.

Hyland provides a warranty which is included with the purchase of software. The terms of our warranty are included in the applicable Master Software License, Services, and Support Agreements.

8 **Describe any return or restocking fees.**

N/A

9 **Describe customer fulfillment process.**

Hyland accepts purchase orders via email at purchase.orders@hyland.com, by fax or by mail. Purchase orders are reviewed for accuracy by a member of the Order Processing Team. Once the order has been accepted, it enters a workflow through Hyland's internal enterprise content management system. A set of checks and balances are in place to ensure order and invoicing accuracy. The order is then routed through several departments that include Credit, Accounting, License Provisioning, and Renewals. Upon completion of the process, the customer receives a zip file including licensing certificates, and those files are also posted to the Hyland Community site so the downloadable files can be accessed at any point by the customer. Invoices are then created and distributed electronically to the customer. Typical turnaround time from receipt of a complete and correct purchase order is 2-3 business days.

10 **Discounts or Rebates**

Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Quantity and volume discounts are offered on specific line items, as stated in the product names or descriptions on Hyland's pricelist document. Hyland does not currently offer any customer rebate programs.

11 **Verification of Contract Pricing**

Describe how customers verify they are receiving Contract pricing.

Customers may verify contract pricing by checking the public pricelist available online after award on Hyland's Contract landing page on the OMNIA website. In addition, customers may reach out to their assigned Hyland Account Executive for more information on pricing, or may contact the Government Contracts team directly at governmentcontracts@hyland.com with pricing verification questions.

12 **Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.**

Hyland delivers invoices via email as PDF attachments or uploads them to payment portals per the customer's request. Invoices are delivered to the address instructed by the customer. Payments can be submitted via check, ACH, wire transfer or credit card (without stipulation for payment, including VISA, MasterCard and American Express). Payment terms are net 30 days. Extended terms may be negotiated to accommodate special requests. For additional information, please see our Extended Responses document.

13 **Frequency of Pricing Updates**

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

On a regular basis, but generally no more than once per month, Hyland releases new versions of our existing software products as well as new offerings. Each new release initiates a change in our commercial fee schedule, which is the basis for our procurement vehicle pricing. Changes may include price adjustments, new product/service additions or product/service deletions. Hyland will seek to update the OMNIA Contract pricing in accordance with changes made to our commercial fee schedule in order to offer OMNIA participating agencies Hyland's most current products and services. Hyland's OMNIA Contract pricing is calculated based on the established commercial fee schedule and discounts are given at the category level, with a few specific exceptions that have been noted in the Contract pricelist. Hyland understands that category discounts should not change over the term of the Contract.

14

Future Product Introductions

Describe how future product introductions will be priced and align with Contract pricing proposed.

Future product additions to the Contract will be priced according to Hyland's commercial fee schedule rates, and category discounts outlined in the Contract pricelist where similar items already exist on the pricelist. In the event a new category of products is introduced, Hyland will consider the commercial fee schedule rates as well as any associated costs incurred by Hyland to support the products, and provide a proposed Contract discount structure accordingly. Whenever possible, Hyland will align the discount procedures for new product categories with categories already on the Contract pricelist.

15

Not to Exceed Pricing

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.

16

Appendix D, Exhibit A, OMNIA Partners Response for National Contract

Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

17

Appendix D, Exhibit B, OMNIA Partners Administration Agreement

The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed redlined exceptions to OMNIA Partners Administration Agreement.

18

Appendix D, Exhibits F and G

Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

19

Emergency Orders

Describe how Offeror responds to emergency orders.

Hyland will work with customers at the task order level to expedite orders when necessary. Hyland offers a standard maintenance program that includes 24x7 support of all licensed software. Customer requirements for enhanced response can include on-call, on-site presence and specified error correction, and solution support time frames. Premium support services are contracted under service level agreements. In addition, database verification and database administration services can be negotiated as addenda to standard and premium support services. All maintenance offers 24x7 support, upgrade support, fixes, and new releases. Support is extended to a free instance for testing and development.

20

What is Offeror's average Fill Rate?

Fill Rate is not applicable to software or related services.

21

What is Offeror's average on time delivery rate?

Describe Offeror's history of meeting the shipping and delivery timelines.

Hyland provides software licenses immediately upon processing a customer's Purchase Order. Our services offerings are timely, and provided as requested by the customer and as outlined and agreed upon in the Services Proposal.

22

Describe Offeror's return and restocking policy.

With respect to our software and related professional services, Hyland provides a warranty which is administered as noted in our response to the following attribute.

23 **Describe Offeror's ability to meet service and warranty needs.**

Hyland has 25+ years of experience working with different solutions. There are more than 600 resources delivering solutions and/or redefining project methodologies and providing support to those directly in the field in Hyland Global Services, as well as the support of the entire Technical Support, Quality Assurance, and Development teams. The combination of these resources brings enormous amount of knowledge to our customer's solution, whether it be business cases, or technical detail, down to software code for enhancements. Hyland Global Services has direct experience across multiple industries, as well as extensive back office knowledge which crosses all industries. Please see our Extended Responses document for additional information.

24 **Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

Hyland Technical Support offers customers two options — self-service support and assisted support — for expanding your Hyland technology knowledge and resolving issues you may experience. Technical Support is focused on compressing the time frame from issue inception to case closure while providing a remarkable support service experience. We deliver support via a strategic, multi-layered approach. Hyland Technical support is readily accessible through two channels: online support portal or phone for high-impact issues. Hyland Technical Support is available 24x7, excluding major US holidays which may have limited staff. For more information, please see our Extended Responses document.

25 **Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

Hyland has 25+ years of experience working with different solutions. There are more than 600 resources delivering solutions and/or redefining project methodologies and providing support to those directly in the field in Hyland Global Services, as well as the support of the entire Technical Support, Quality Assurance, and Development teams. The combination of these resources brings enormous amount of knowledge to our customer's solution, whether it be business cases, or technical detail, down to software code for enhancements. Hyland Global Services has direct experience across multiple industries, as well as extensive back office knowledge which crosses all industries. Please see our Extended Responses document for additional information.

26 **Describe Offeror's contract implementation/customer transition plan.**

Hyland uses internal and third-party solutions to manage customer information and contracts. Hyland uses Salesforce as its primary CRM. Hyland's particular Salesforce instance uses an account flag to identify the purchasing contracts used by each customer. When customers choose to use the OMNIA Partners Contract, Hyland's Government Contracts team will update the account flag accordingly in Salesforce. This account flag will then permit access to Contract pricing for generating quotes through the use of the Configure Price Quote (CPQ) tool. The account flags also serve as a checkpoint for terms tracking when Purchase Orders (POs) are submitted to our Order Processing team. Once POs are processed and entered into our system, the orders are sent to the Licensing and Invoicing teams to issue licenses and invoices. Invoices are generated through Workday. Workday notes and term tracking features allow us to reference Contract pricing and terms effectively on the backend as well. As soon as the customer's account is set up to reflect the OMNIA Partners contract in Salesforce, the rest of our system provides much of the transition and contract implementation processes automatically.

27 **Describe the financial condition of Offeror.**

Hyland is recognized as a leader in Content Services Platforms. We actively support approximately 14,300 customers in 100+ countries, making Hyland one of the largest independent content services vendors in the world. Hyland is a high-value, low-risk company built on stability and focus, as evidenced by our industry leading customer retention rates and year-after-year double-digit growth. Our compound annual revenue growth rate since 2010 is 18%. We maintain this stability by continually reinvesting in the development of our products. We typically spend approximately 15% of our revenue annually on research and development (R&D) of our product suite. In 2022, we spent $176.4 million on R&D. Hyland is a privately held company. Financial statements can be made available upon the execution and return of an appropriate non-disclosure agreement. For additional information, please see our Letter of Financial Stability.

28	**Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**
	Hyland does not permit electronic ordering due to the sophisticated nature of our software solutions and services offerings. Customers should work with their existing Account Executives to address questions relating to product or technical information, as well as ordering, returns, and reporting. Prospective customers can connect with Hyland's Government Contracts team at governmentcontracts@hyland.com for more information.
29	**Describe the Offeror's safety record.**
	We do not believe this is applicable to us as a software company. Hyland has various safety/security policies and programs in place, in the way of a Disruption Action Plan, Safety Task Force Team, Safety Captain Team, etc. These policies can be provided upon request. As far as a safety record or log, incidents are tracked in the event there is an incident at a Hyland office location.
30	**Provide a brief history of the Offeror, including year it was established and corporate office location.**
	Hyland was founded in 1991. Hyland's corporate headquarters is located at 28105 Clemens Road, Westlake, Ohio 44145. For more information, please see the our Extended Responses document.
31	**Describe Offeror's reputation in the marketplace.**
	Hyland's robust product portfolio with best of breed capabilities and our customer-centric culture enable our aggressive growth in the Content Services Platforms (CSP) market. We are the third largest CSP-only vendor in the world, according to Gartner's Market Share Analysis: Content Services, Worldwide, 2022 (published July 2023). Gartner recognized Hyland as a Leader in the Gartner Magic Quadrant for Content Services Platforms for 12 consecutive years and now includes us as a Representative Vendor in the Market Guide report. In addition, Hyland has been recognized as a 'Strong Performer' in The Forrester Wave™: Content Platforms, Q1 2023. Hyland's profile in the report positively positions Hyland by emphasizing the strengths of our current Alfresco offering, complete product portfolio and our strategy and vision.
32	**Describe Offeror's reputation of products and services in the marketplace.**
	Hyland is continually innovating and keeping a pulse on the future of the Content Services market, both internally and with our customers. Hyland has consistently been named a leader and recognized in reputable industry analyst evaluations and reports (https://www.hyland.com/en/resources/analyst-reports). We are respected in part to our completeness of vision as a vendor in the CSP market. As we continue to develop our software, we work hand-in-hand with our customers to prioritize enhancements to each version of the software released. We do this through Regional User Groups (RUGs), vertical and product focused user groups, and user events like our annual CommunityLIVE conference.
33	**Provide a current list of Authorized Distributors/Resellers including contact information and geographical area.**
	Please see the Hyland Authorized Distributor Reseller List attachment.
34	**Describe the experience and qualifications of key employees.**
	Just as customers have had a major impact on Hyland's development, without strong management and an employee base that believes in the driving forces behind Hyland, the company would not be the leading content services provider that it is today. What once began as a two employee operation has grown to more than 3,500 employees working together to deliver our products throughout North America, Latin America, Australia, Europe and Japan. Hyland is led by President and CEO Jitesh Ghai. For more information about our executive team, please visit our website: https://www.hyland.com/en/company/about/exec-team. Please also see our Extended Responses document for more information.

35 **Describe Offeror's experience working with the government sector.**

Hyland has been selling into the government sector since inception in 1991. Our solutions offer faster, affordable content services platform for every level of government. Hyland understands the challenges of modernization, tight budgets, and constituent needs. We have more than 2,300 government customers today. Our solutions allow for an easily-sustainable foundation that's scalable across any government organization as it evolves. More than 20 years ago, Hyland applied for and received its first General Services Administration (GSA) Schedule 70 contract, which was managed successfully for its entire term. Hyland rebid and was awarded a second contract with GSA in 2016, which has been successfully implemented and managed since its award. For more information, please see our Extended Responses document.

36 **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

Although Hyland has been involved in litigation, no litigation exists that would impact Hyland's ability to provide the products or services proposed in Hyland's RFP response. Hyland has not declared bankruptcy or reorganized in the past and is not currently involved in either activity.

37 **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

38 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

Hyland has over 30 years' experience working in the public sector. Our government customers now number more than 2,300 and our higher education vertical accounts for more than 9,900 customers today. Our public sector solutions deliver all the information customers need in the context or core systems integrations, within budget. Many of Hyland's solutions were designed with the public sector in mind. In addition, Hyland has experience managing and reporting on many federal, state, and national cooperative contracts. We have a Government Contracts team in place at Hyland. This team's responsibility is to manage the day-to-day operations of procurement vehicles. Government Contracts' role is generally defined as providing subject matter expertise to Hyland and its customers through a robust understanding of technical and regulatory requirements. For more information, please see our Extended Responses document.

39 **References**

Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Please see the Hyland Customer References attachment.

40 **Value Add**

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Hyland is offering the following software-related services in response to this RFP: Hosting, Maintenance, Training and various Professional Services. Please see the Hyland Value Add and Extended Responses attachments for more detail.

41 **Competitive Range**

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

42 Past Performance

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

43 Additional Investigations

Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

44 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

☑ Yes

☐ No

45 Supplier Response

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

46 Brief history and description of Supplier to include experience providing similar products and services.

Hyland provides?industry-leading technology foundations that empower its customers to create better human connections. Trusted by thousands of organizations worldwide, including more than half of the Fortune 100, Hyland's intelligent solutions seamlessly integrate content, data and processes to improve each interaction. Hyland solutions provide the technical infrastructure for organizations to transform siloed, disparate data points into unified, accessible, actionable content. Through providing industry-leading software and services, we help our customers manage information across the enterprise, connect their content across core applications and streamline, automate and optimize their processes so they can concentrate on the work that matters most. Hyland thrives on new ideas and diverse perspectives. We believe our people can accomplish anything. To help them get there, we provide the freedom to innovate, a license to be creative and leadership that supports and empowers each team member. Additional facts: - Founded in 1991 - More than 3,500 employees worldwide - Approximately 14,300 customers in 100+ countries - 15% of revenue is reinvested in ongoing product research and development - 18% compound annual revenue growth rate since 2010 - Sold direct and through channel – VARs, distributors, brokers, BPOs, SIs, ISVs and OEMs - Built and delivered by industry experts in Healthcare, Government, Financial Services, Insurance, Commercial and Higher Education - Global network of 450+ partners To learn more, visit https://www.hyland.com/en.

47 Total number and location of salespersons employed by Supplier.

Hyland has 558 employees in our Sales department. Please see our Extended Responses document for a breakdown by location.

48 Number and location of support centers (if applicable) and location of corporate office.

Hyland support centers are strategically located to ensure appropriate time zone coverage, local language support when available during local business hours and a highly effective ratio of analysts to customer support issue volume. Support Centers with more than five team members are located in the following cities: United States: Westlake, Ohio; Olathe, Kansas; Lincoln, Nebraska; International: Nottingham, United Kingdom; Maidenhead, United Kingdom; Amersfoort, Netherlands; Berlin, Germany; Sao Paulo, Brazil; Tokyo, Japan; Melbourne, Australia. Hyland’s headquarters are located in Westlake, Ohio. We have multiple office locations and many remote Hylanders around the world. For a complete listing of our office locations, please visit our website at https://www.hyland.com/en/company/about/locations.

49 **Annual sales for the three previous fiscal years.**

$1000000000.00

50 **Annual sales for the three previous fiscal years.**

$1118620000

51 **Annual sales for the three previous fiscal years.**

$1027606000

52 **Describe any green or environmental initiatives or policies.**

Hyland is dedicated to helping our community, and with this dedication, Hyland recognizes that it has a responsibility to the environment beyond legal and regulatory requirements. We are committed to reducing our environmental impact and continually improving our environmental performance as an integral part of our business strategy and operating methods. Whether it's how we build our facilities or dispose of waste, or through the vendors we use, Hyland supports practices that intelligently recycle and reuse materials. Preserving resources and logically reducing waste is critical in all parts of our community, and Hyland is proud to support initiatives that contribute to a clean environment.

53 **Diversity Programs**

Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Hyland engages in the following initiatives to increase business with diverse suppliers. Hyland's Supplier Diversity Mission Statement: The Sourcing department realizes the value and long-lasting supplier relationship that is gained by utilizing Small Businesses. We have created the following diversity statement, which is also included as part of Hyland's Supply Chain Transparency on https://www.hyland.com/en. Hyland Sourcing Department Diversity Statement: Hyland’s Sourcing Department actively seeks out, develops and attempts to build significant vendor relationships with Small Businesses, Small Disadvantaged Businesses, Small Women-Owned Businesses, Small Minority-Owned Businesses, Small Alaskan Native Corporations, Small Tribe and Tribal Organizations, and Small Veteran-Owned Businesses, including Service-Disabled Veteran-Owned Small Businesses and HUB-Zone Small Businesses, to ensure full and equitable opportunities when procuring goods and services. Supplier Diversity Program: We have centralized our purchasing at Hyland in order to create a more streamlined approach to purchasing which allows the Sourcing department to oversee our goals when it comes to Small Business spend. Sourcing has a Vendor Management system that allows us to indicate who our Small Businesses are and their Small Business type. We then track our spend by running monthly reports based on these vendors that are marked as Small Business. Sourcing attends Small Business networking events to meet Small Businesses and learn how their capabilities will meet our purchasing needs. Hyland’s Sourcing Department also requests suppliers to provide Tier 2 spend to ensure we are partnered with suppliers who share Hyland’s values of supporting Small Businesses. Marketing/advertising business opportunities to diversity vendors: Sourcing attends Small Business networking events to meet Small Businesses each year. Sourcing has a solution for vendor management and solicitation management. Small business vendors wishing to be considered for future opportunities are onboarded, vetted through our supplier onboarding process and stored in Hyland’s Supplier Directory. When it comes time for Sourcing to send out RFxs for purchases, we search several sources, including the Supplier Directory, to create a vendor list and ensure diverse suppliers are included. Human Rights: Hyland Sourcing will actively seek out and attempt to build vendor relationships with businesses committed to upholding fundamental human rights and believe that all human beings around the world should be treated with dignity, fairness, and respect. We will only engage vendors who demonstrate a serious commitment to the health and safety of their workers and operate in compliance with human rights laws.

54 **Minority Women Business Enterprise**

☐ Yes

☑ No

55 **If yes, list certifying agency:**

No response

56 **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise**

☐ Yes

☑ No

57 **If yes, list certifying agency:**

No response

58 **Historically Underutilized Business (HUB)**

☐ Yes

☑ No

59 **If yes, list certifying agency:**

No response

60 **Historically Underutilized Business Zone Enterprise (HUBZone)**

☐ Yes

☑ No

61 **If yes, list certifying agency:**

No response

62 **Other recognized diversity certificate holder**

☐ Yes

☑ No

63 **If yes, list certifying agency:**

No response

64 **Contractor Relationships**

List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Hyland intends to self-perform services under the OMNIA Contract.

65 **Describe how supplier differentiates itself from its competitors.**

Hyland provides intelligent content solutions that empower our customers to transform the way they work and deliver exceptional experiences to those they serve. Our solutions capture, process and manage high volumes of diverse content in order to improve, accelerate and automate operational decisions and workflows. Hyland's key pillars of differentiation include: • Modern platforms and intelligent solutions put today's content at your fingertips, driving better decision-making throughout the entire content lifecycle. • Future-looking, cloud-enabled technology built for growth and security, prepares people at every level of the organization to meet evolving customer expectations. • Configurable, scalable solutions enable automation and empower organizations to seamlessly integrate advanced technologies into any business system or process workflow. • We are a trusted advisor in digital?innovation, relying on longstanding partnerships and a deep understanding?of our customers' industries.

66 **Litigation, Bankruptcy or reorganization**

Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Although Hyland has been involved in litigation, no litigation exists that would impact Hyland's ability to provide the products or services proposed in Hyland's RFP response. Hyland has not declared bankruptcy or reorganized in the past and is not currently involved in either activity.

67 **Felony Conviction Notice**

Indicate if the supplier:

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

☐ Yes

☑ No

68 **Debarment or suspension actions**

Describe any debarment or suspension actions taken against supplier.

None

69 **Distribution, Logistics**

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Hyland is a single enterprise information platform for managing content, processes and cases. Hyland has transformed thousands of organizations worldwide by empowering them to become more agile, efficient and effective. Hyland provides a range of capabilities for managing content and processes. For more information, please see the corresponding item in our Extended Responses document.

70 **Distribution**

Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Hyland agrees to offer products and services domestically across the United States. Due to the nature of the software offerings, no additional costs will be incurred by the supplier or customers in delivery of software components. Maintenance and support services are provided remotely via phone and web. Any related services required by the customer may be performed remotely or onsite. When Hyland professional services are deployed onsite, travel and expenses will be billed to the customer in accordance with Hyland’s internal travel and expense policy, or as negotiated at the task order level.

7.1 Distribution

Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Upon award, an internal compliance plan will be created and implemented to ensure compliance with the OMNIA Contract terms. Hyland's Government Contracts team will coordinate with other internal teams to review contract requirements and monitor compliance regularly. Our compliance program will ensure that all orders received under this opportunity are appropriately priced according to the OMNIA contract pricelist. Hyland has a quote and order tool that will be configured to ensure that all applicable quotes identify the OMNIA contract number, contain accurate OMNIA pricing, and get flagged for sales reporting and fee remittance. Hyland's Government Contracts and Accounting and Finance Departments are experienced in cooperative contract sales reporting analysis. Cooperative contract sales reports are generated from Hyland's accounting system on a monthly basis. Each transaction on the report is reviewed to ensure quoted and invoiced pricing aligns with the pre-negotiated contract prices. Customers may verify contract pricing by checking the public pricelist available online after award on Hyland's Contract landing page on the OMNIA website. In addition, customers may reach out to their assigned Hyland Account Executive for more information on pricing, or may contact the Government Contracts team directly at governmentcontracts@hyland.com with pricing verification questions.

7.2 Logistics

Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

Hyland will provide all processing, handling, and delivery of products and services to end users.

7.3 Logistics

Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable.

Hyland products are hardware-independent, allowing your organization to leverage existing hardware or procure any hardware that can support the platforms upon which the solution can reside. For this, we do not have distribution facilities or warehouses. We have multiple office locations and many remote Hylanders around the world. For a complete listing of our office locations, please visit our website at https://www.hyland.com/en/company/about/locations.

74	**Marketing and Sales** Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier’s primary go to market strategy for Public Agencies to supplier’s teams nationwide, to include, but not limited to: • Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days. • Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days. As Hyland currently holds the Software Solutions and Services contract with OMNIA Partners, we have already positioned this contract as a valuable tool that eligible customers can take advantage of. We will continue the existing marketing and sales outreach strategies to keep building interest in and use of the Contract. Our executive leadership teams have already endorsed our OMNIA contract and will continue to support this award throughout the contract term. Our existing OMNIA contract educational materials will be updated for sales and support staff after award to include the most up-to-date information. For a large organization like Hyland, the 10 and 90 day timeline expectations are unrealistic. Hyland will put forth a good faith effort to implement the plans below within a realistic timeframe for our organization and commits to continuing to partner with OMNIA Partners to ensure the success of a new Master Agreement. Hyland markets and sells our products and services primarily through our reseller partner channel and directly from our Sales team here at Hyland. Procurement marketing strategies use a mix of best practices that stress face-to-face marketing and thought leadership, web presence, online communities, email campaigns and social media, to reach potential customers and educate them about the value of our products and solutions. The following represents various marketing and sales steps Hyland will take after award of the Contract, which have proven very successful with the current OMNIA Partners contract that Hyland holds. For additional information, please see our Extended Responses attachment as well as the OMNIA Bid - Marketing and Sales attachment.

75 **90-day Plan**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  •OMNIA Partners standard logo;
  •Copy of original Request for Proposal;
  •Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  •Summary of Products and pricing;
  •Marketing Materials
  •Electronic link to OMNIA Partners' website including the online registration page;
  •A dedicated toll-free number and email address for OMNIA Partners

As stated above, Hyland currently holds the Software Solutions and Services contract with OMNIA Partners, and has already positioned this contract as a valuable tool that eligible customers can take advantage of. We will continue the existing marketing and sales outreach strategies to keep building interest in and use of the Contract. These strategies have shown proven success, as we've seen a tremendous increase in sales throughout the life of the existing OMNIA Partners contract. Hyland will continue marketing and selling our products and services through our reseller channel and directly from our Sales team here at Hyland, but will take specific actions after selection to begin increasing awareness of a new contract award. Our marketing and sales strategies will include a mix of face-to-face marketing, web presence, online communities, email campaigns, and social media to reach customers and educate them about the value of our solutions as well as the benefits of the Contract. For a large organization like Hyland, the award to 90 day timeline expectations are unrealistic. Hyland will put forth a good faith effort to implement the plans below within a realistic timeframe for our organization and commits to continuing to partner with OMNIA Partners to ensure the success of a new Master Agreement. Hyland cannot commit to the requirements to design and publish co-branded marketing materials and advertise in trade publications. Print marketing is not a part of Hyland's current marketing and sales strategies. Furthermore, without more details on the actual commitment requested, Hyland cannot commit to attending and participating in the OMNIA Partners national, regional, and supplier-specific tradeshows as well as the requirement to attend and exhibit at the NIGP Annual Forums. The requirement to participate in OMNIA Partners tradeshows is vague. It is not clear how many events Hyland would be required to attend on an annual basis, or how much the participation in these events would cost. Hyland's marketing budget is reviewed and approved on an annual basis and these commitments need to be planned for. Hyland requires additional information to be provided by OMNIA in order to be able to determine the budgetary impacts of these requirements and seek approval from the Marketing Team. For additional information, please see our Extended Responses attachment as well as the OMNIA Bid - Marketing and Sales attachment.

76 Transition

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Hyland has a number of public agency customers who previously purchased software solutions and services by means other than a procurement contract. These customers are currently subject to different pricing and terms and conditions than typically offered to customers who utilize a procurement contract for purchasing. As a result, Hyland cannot transition all existing public agency customer accounts to the OMNIA Master Agreement, but Hyland will agree to work with any public agency customer who currently owns a perpetual solution acquired by other means, to transition to a subscription licensing model through the OMNIA Master Agreement. Hyland currently holds the following cooperative purchasing agreements: General Services Administration; Expires (GSA) March 31, 2026; Approximate sales volume: $12,000,000 Ohio State Term Schedule; Expires March 31, 2026; Approximate sales volume: $4,000,000 California Multiple Award Schedule (CMAS); Expires March 31, 2026; Approximate sales volume: $100,000 Ohio Department of Administrative Services (OH MCSA); Expires March 31, 2026; Approximate sales volume: $500,000 Texas Department of Information Resources; Expires December 9, 2025; Approximate sales volume: $3,000,000 Virginia Information Technologies Agency (VITA); Expires September 9, 2026; Approximate sales volume: $800,000 OMNIA Partners; Expires December 31, 2024; Approximate sales volume: $9,000,000 NASPO ValuePoint; Expires September 15, 2026; Approximate sales volume: $2,000,000 Sourcewell; Expires November 2, 2024; Approximate sales volume: $2,000,000 As you can see, Hyland's existing OMNIA Partners contract is our largest cooperative at the national level. Because this contract can be used by customers all across the United States, it is the cooperative agreement that we market the most to customers whose procurement regulations allows them to use this particular cooperative. While some State government customers are mandated by procurement regulation to use their State-run vehicles, many customers are able to use and prefer the OMNIA Partners Contract. When procurement regulations allow for us to market this Contract directly to end users, we will educate customers on the value of OMNIA, the benefits of using the Contract, and walk them through the process of registering with OMNIA if necessary.

77 Logo

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes

☐ No

78 Sales

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes

☐ No

79 **Training**

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes
☐ No

80 **Responsibility**

Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

At Hyland, the Government Contracts team is the first point of contact for all procurement contract questions, issues and requests for assistance to include all areas of responsibility listed above. The primary point of contact for this Contract is: Stacey Chapman Government Contracts Stacey.chapman@hyland.com 440.788.5468 As a secondary point of contact, please email governmentcontracts@hyland.com and the Government Contracts team will promptly assist in Stacey's absence.

81 **Sales Force**

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Hyland's national sales force is broken up first and foremost by direct sales and sales made through our partner channel. The direct sales segment of Hyland is further broken down by vertical, or customer segment (i.e. healthcare, public sector, financial services, commercial, etc.). In each vertical, the Hyland Account Managers are assigned to specific regions. The sales and marketing teams are managed at the highest level by: Chris McLaughlin EVP, Chief Revenue Officer Phone: +1.949.632.6007 Email: chris.mclaughlin@hyland.com

82 **Implementation**

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

The Contract will be implemented within the guidelines of the marketing plan as outlined above. Hyland will also provide education to Account Management teams in order provide next level education opportunities to existing customer base with the help of the OMNIA. Hyland will look to our Supplier Relationship partner at OMNIA to schedule OMNIA-led training sessions with our sales and marketing teams whenever necessary throughout the life of the Contract. As previously discussed, Hyland will also educate and train our authorized partner network on this Contract in order to reach the largest number of prospective public agency customers.

83

Program Management

Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Hyland's marketing and sales departments will be engaged in the efforts outlined throughout the Marketing and Sales section of this RFP response. The Government Contracts team will be responsible for providing administration and educational support related to the Contract. Hyland will also engage OMNIA to coordinate marketing sync calls as necessary with our internal sales teams. Throughout the life of the contract, Hyland will work with OMNIA in support of customer inquiries as they come up. New customers will be set up in Hyland's CRM system as quickly as possible after expressing interest in using the Contract. The Government Contracts will flag those customer accounts in our system to ensure pricing and terms of the Contract are used as appropriate.

84

Supplier's Customer List

State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Hyland is a privately held company. It is Hyland's policy that we do not disclose sales data specific to particular customers or industries. For approximate sales figures relating to Hyland's cooperative contracts, noted Attribute 76 above. For a list of references, please see the attached References document.

85

System Capabilities and Limitations

Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Hyland uses a number of internal and third party solutions to manage customer information, quotes, purchases, invoices, and contracts. Hyland uses Salesforce as its primary CRM for the sales team. Hyland has configured our Salesforce instance to use an account flag to identify specific customer accounts using the Contract. The account flags also permit access to Contract pricing for generating quotes for Contract customers through the use of the Configure Price Quote (CPQ) tool that is integrated into Salesforce. The account flags also serve as a checkpoint for pricing and terms tracking when Purchase Orders (POs) are submitted to our Order Processing team. Once POs are processed and entered into our system, the orders are sent to the Licensing and Invoicing teams to issue licenses and invoices as applicable. Invoices are generated through Workday. Workday allows us to keep track of Contract pricing and terms on the backend as well.

86

Projected Sales Year One

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$1000000

87

Projected Sales Year Two

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$1000000

88

Projected Sales Year Three

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$1000000

89 **General Terms and Conditions**

Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

90 **Felony Conviction Notification**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

☑ Non-Felon - person/owner IS NOT a convicted felon

☐ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

91 **Name of Felon and Nature of Felony, if applicable**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

92 **Criminal History Records Review of Certain Contract Employees**

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.
Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity ***and*** have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☑ I certify compliance with this attribute.

93	**Historically Underutilized Business (HUB) Certification** Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Select one of the available options: **OPTION A**: My business has NOT been certified as HUB. **OPTION B**: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event. ☑ OPTION A ☑ OPTION B

94	**Disclosure of Interested Parties** Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which: (1) requires an action or vote by the governing body; or (2) has a value of $1 million or more; or (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305. NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market). If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab. Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage. Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if: (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice. **IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.** ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS: • a sponsored research contract of an institution of higher education; • an interagency contract of a state agency or an institution of higher education; • a contract related to health and human services if: • the value of the contract cannot be determined at the time the contract is executed; and • any qualified vendor is eligible for the contract; • a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity; • a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or • a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code. ☑ I certify compliance with this attribute.

95

Conflict of Interest Questionnaire

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:
Texas Local Government Code, Section 176
Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☑ I certify compliance with this attribute.

96

Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

97

Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

98

Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

99

Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

100

Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

101	**Open Records Policy** All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act. The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below: **OPTION A**: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act. **OPTION B**: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event. *(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)* ☐ OPTION A - No proprietary information ☑ OPTION B - Proprietary information marked
102	**Consent to Release Proposal Tabulation** Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information. ☑ I certify compliance with this attribute.

103 **Contracting Information**

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

104 **Anti-Trust Certification Statement**

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

105 **Federal Rule (A) - Contract Term Violations**

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

106	**Federal Rule (B) - Termination Conditions** **(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) *Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.
107	**Federal Rule (C) - Equal Employment Opportunity** **(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

108

Federal Rule (D) - Davis Bacon Act/Copeland Act

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

*Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.*

☑ I certify compliance with this attribute.

109

Federal Rule (E) - Contract Work Hours and Safety Standards Act

(E) (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

*Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.*

☑ I certify compliance with this attribute.

110

Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement

(F) If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

*Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.*

☑ I certify compliance with this attribute.

111	**Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act** **(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. *Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.* ☑ I certify compliance with this attribute.
112	**Federal Rule (H) - Debarment and Suspension** **(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. *Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.* ☑ I certify compliance with this attribute.

113

Federal Rule (I) - Byrd Anti-Lobbying Amendment

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

114

Federal Rule (J) - Procurement of Recovered Materials

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

115

Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment

(K) ALIEF ISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,
(2) extend or renew a contract to procure or obtain, or
(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☑ I certify compliance with this attribute.

116

Federal Rule (L) - Buy American Provisions

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☑ I certify compliance with this attribute.

117

Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☑ I certify compliance with this attribute.

118	**Federal Rule - Federal Record Retention** When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. ☑ I certify compliance with this attribute.
119	**Federal Rule - Profit Negotiation** For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)). When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price. ☑ I certify compliance with this attribute.
120	**Federal Rule - Solid Waste Disposal Act** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.) Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph. ☑ I certify compliance with this attribute.

121	**Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215** When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy. ☑ I certify compliance with this attribute.
122	**Applicability to Subcontractors** Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action. ☑ I certify compliance with this attribute.
123	**Compliance with the Energy Policy and Conservation Act** When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). ☑ I certify compliance with this attribute.

124 Indemnification

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

125 Excess Obligations Prohibited

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

126 Suspension and Debarment

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

127	**Change in Law and Compliance with Laws** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.

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Region 4 Education Service Center & OMNIA Partners

Extended Responses

June 13, 2024

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NOTICE **42**

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EVALUATION PROCESS AND CRITERIA

a. Products/Pricing

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

Please see Hyland's pricelist attached in the procurement site.

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable) • Manufacturer part # • Offeror's Part # (if different from manufacturer part #) • Description • Manufacturers Suggested List Price and Net Price • Net price to Region 4 ESC (including freight) • Offer an extensive robust line of top manufacturers • Submitted price list must include the Offerors' company name, solicitation name/number and date. • List all categories that you are offering

Hyland is providing pricing based on a discount from our manufacturer list price catalog, a verbatim extract of which is being provided with our RFP response. The pricelist being submitted for this contract contains software, training, and services relative to various brands offered by Hyland.

iii. Is pricing available for all products and services?

Yes

iv. Describe any shipping charges (where applicable). All deliveries shall be freight prepaid F.O.B. destination and shall be included in all pricing unless otherwise clearly stated in writing.

N/A. Hyland is providing software and services.

v. Provide pricing for warranties on all products and services.

Hyland provides a warranty which is included with the purchase of software. The terms of our warranty are included in the applicable Master Software License, Services, and Support Agreements.

vi. Describe any return and restocking fees.

N/A

vii. Describe customer fulfillment process

Hyland accepts purchase orders via email at purchase.orders@hyland.com, by fax or by mail. Purchase orders are reviewed for accuracy by a member of the Order Processing Team. Once the order has been accepted, it enters a workflow through Hyland's internal enterprise content management system. A set of checks and balances are in place to ensure order and invoicing

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accuracy. The order is then routed through several departments that include Credit, Accounting, License Provisioning, and Renewals. Upon completion of the process, the customer receives a zip file including licensing certificates, and those files are also posted to the Hyland Community site so the downloadable files can be accessed at any point by the customer. Invoices are then created and distributed electronically to the customer. Typical turnaround time from receipt of a complete and correct purchase order is 2-3 business days.

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Quantity and volume discounts are offered on specific line items, as stated in the product names or descriptions on Hyland's pricelist document. Hyland does not currently offer any customer rebate programs.

ix. Describe how customers verify they are receiving Contract pricing.

Customers may verify contract pricing by checking the public pricelist available online after award on Hyland’s Contract landing page on the OMNIA website. In addition, customers may reach out to their assigned Hyland Account Executive for more information on pricing, or may contact the Government Contracts team directly at governmentcontracts@hyland.com with pricing verification questions.

x. Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

Hyland delivers invoices via email as PDF attachments or uploads them to payment portals per the customer's request. Invoices are delivered to the address instructed by the customer. Payments can be submitted via check, ACH, wire transfer or credit card (without stipulation for payment, including VISA, MasterCard and American Express).

Payment terms are net 30 days. Extended terms may be negotiated to accommodate special requests.

Hyland accepts purchasing cards, and there is no additional cost to OMNIA participating entities for using the P-card procurement and payment process. However, Hyland prefers ACH or a check as a payment method over purchasing cards because of the fees associated with purchasing cards. To ensure security of our customers’ payment information, Hyland cannot and does not store any credit card information in our system.

For subscription licenses or SaaS solutions, the first year's subscription fees or SaaS fees during the initial term are typically invoiced upon execution of the Agreement, and thereafter annually, in advance. For perpetual licenses, software license fees are typically invoiced promptly after the execution of the Agreement, and maintenance and support fees are billed annually in advance. Professional Service fees are billed as time and materials in arrears on a monthly basis or as a fixed fee with payment milestones agreed to by Customer and Hyland.

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xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

On a regular basis, but generally no more than once per month, Hyland releases new versions of our existing software products as well as new offerings. Each new release initiates a change in our commercial fee schedule, which is the basis for our procurement vehicle pricing. Changes may include price adjustments, new product/service additions or product/service deletions. Hyland will seek to update the OMNIA Contract pricing in accordance with changes made to our commercial fee schedule in order to offer OMNIA participating agencies Hyland's most current products and services. Hyland's OMNIA Contract pricing is calculated based on the established commercial fee schedule and discounts are given at the category level, with a few specific exceptions that have been noted in the Contract pricelist. Hyland understands that category discounts should not change over the term of the Contract.

xii. Describe how future product introductions will be priced and align with Contract pricing proposed.

Future product additions to the Contract will be priced according to Hyland's commercial fee schedule rates, and category discounts outlined in the Contract pricelist where similar items already exist on the pricelist. In the event a new category of products is introduced, Hyland will consider the commercial fee schedule rates as well as any associated costs incurred by Hyland to support the products, and provide a proposed Contract discount structure accordingly. Whenever possible, Hyland will align the discount procedures for new product categories with categories already on the Contract pricelist.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

It appears that the Not to Exceed Pricing language and Appendix A, Term 17 are in conflict. Hyland is open to discussion regarding these two sections.

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b. Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Our responses to Exhibit A are included in this document below as well as in the Attributes section of the procurement site.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed redlined exceptions to OMNIA Partners Administration Agreement

Please see Hyland's redlined copy of Exhibit B, attached in the procurement site.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

These documents are attached in the procurement site.

iv. Describe how Offeror responds to emergency orders.

Hyland will work with customers at the task order level to expedite orders when necessary.

Hyland offers a standard maintenance program that includes 24x7 support of all licensed software. Customer requirements for enhanced response can include on-call, on-site presence and specified error correction, and solution support time frames. Premium support services are contracted under service level agreements. In addition, database verification and database administration services can be negotiated as addenda to standard and premium support services. All maintenance offers 24x7 support, upgrade support, fixes, and new releases. Support is extended to a free instance for testing and development.

v. What is Offeror's average Fill Rate?

Fill Rate is not applicable to software or related services.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Hyland provides software licenses immediately upon processing a customer's Purchase Order. Our services offerings are timely, and provided as requested by the customer and as outlined and agreed upon in the Services Proposal.

vii. Describe Offeror's return and restocking policy.

With respect to our software and related professional services, Hyland provides a warranty which is administered as noted in our response to the following attribute.

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viii. Describe Offeror's ability to meet service and warranty needs.

Hyland has 25+ years of experience working with different solutions. There are more than 600 resources delivering solutions and/or redefining project methodologies and providing support to those directly in the field in Hyland Global Services, as well as the support of the entire Technical Support, Quality Assurance, and Development teams. The combination of these resources brings enormous amount of knowledge to our customer's solution, whether it be business cases, or technical detail, down to software code for enhancements. Hyland Global Services has direct experience across multiple industries, as well as extensive back office knowledge which crosses all industries.
Pursuant to the terms of Hyland's standard Master Software License, Services and Support Agreement, Hyland offers the following 60-day warranty on the software: For a period of sixty (60) days from the date that license codes or a certificate necessary for a user to activate the software for production use have been delivered to such user, Hyland warrants to user that the software, when properly installed and properly used, will function in all material respects as described in the user documentation.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Hyland Technical Support offers customers two options — self-service support and assisted support — for expanding your Hyland technology knowledge and resolving issues you may experience.

Self-service support

Product documentation and a knowledge base are available on the online support portal for customers to grow their expertise as well as to research and resolve issues without the need to engage the Technical Support team directly. Technical Support knowledge team members are continually contributing robust technical content to ensure the knowledge base is a relevant and dynamic reference repository.

Additionally, the functionality of the online support portal provides a superior and tailored online experience that empowers users to:

- Create, update and view the status of support cases
- Securely download software and utilities
- Search the online product documentation
- Search the knowledge base for solutions to common technical issues
- Review training course schedules, outlines and agendas
- Access the available e-learning modules for self-study
- Keep informed of the latest Hyland technology announcements
- Access user-driven, peer forums and user groups focused on technologies, solutions and industries

Assisted support

Technical Support is focused on compressing the time frame from issue inception to case closure while providing a remarkable support service experience. We deliver support via a strategic, multi-layered approach:

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- Hyland Technical support is readily accessible through two channels: online support portal or phone for high-impact issues.
- Support is available 24x7, excluding major US holidays which may have limited staff.
- Support requests submitted via the support portal are routed to an available and knowledgeable Technical Support resource with the proper alignment of experience and product expertise to resolve each specific issue.
- High-impact issues reported by phone are addressed based on the product and scope of impact.
- The assigned Technical Support resource works directly with the customer, following up as often as needed based on the nature of the issue to drive issue resolution.
- A Customer Care Advocate is engaged for any concerns related to the delivered support experience, and assists with any non-technical support requests. The Customer Care Advocate monitors issue progress, engages additional Hyland resources and communicates with the customer as needed until the issue is resolved.
- Technical Support has direct access to Research & Development for assistance with software issues, and access to Global Services for solution related issues.
- Technical Support management is notified of issues that have an acute business impact in the customer environment to provide any additional resources that may be needed.

x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Purchase Orders are received by Hyland typically via email, and are processed by the Hyland Order Processing team. This team ensures Contract pricing is adhered to when the order is entered into Hyland's internal order management system. The orders are then forwarded to the Licensing and Invoicing teams within Hyland's Finance department. The Licensing team is responsible for issuing any new licenses and the Invoicing team is responsible for generating an invoice for the customer. The Finance department is responsible for ensuring invoices are paid by following up and tracking any additional contractual invoicing requirements for each customer with the use of our Workday system.

Payments can be submitted via check, ACH, wire transfer, credit card or p-card.

xi. Describe Offeror's contract implementation/customer transition plan.

Hyland uses internal and third-party solutions to manage customer information and contracts. Hyland uses Salesforce as its primary CRM. Hyland's particular Salesforce instance uses an account flag to identify the purchasing contracts used by each customer. When customers choose to use the OMNIA Partners Contract, Hyland's Government Contracts team will update the account flag accordingly in Salesforce. This account flag will then permit access to Contract pricing for generating quotes through the use of the Configure Price Quote (CPQ) tool. The account flags also serve as a checkpoint for terms tracking when Purchase Orders (POs) are submitted to our Order Processing team. Once POs are processed and entered into our system, the orders are sent to the Licensing and Invoicing teams to issue licenses and invoices. Invoices are generated through Workday. Workday notes and term tracking features allow us to reference Contract pricing and terms effectively on the backend as well. As soon as the customer's account is set up to reflect the OMNIA Partners contract in Salesforce, the rest of our system provides much of the transition and contract implementation processes automatically.

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xii. Describe the financial condition of Offeror.

Hyland is recognized as a leader in Content Services Platforms. We actively support approximately 14,300 customers in 100+ countries, making Hyland one of the largest independent content services vendors in the world.

Hyland is a high-value, low-risk company built on stability and focus, as evidenced by our industry leading customer retention rates and year-after-year double-digit growth. Our compound annual revenue growth rate since 2010 is 18%.

We maintain this stability by continually reinvesting in the development of our products. We typically spend approximately 15% of our revenue annually on research and development (R&D) of our product suite. In 2022, we spent $176.4 million on R&D.

Hyland is a privately held company. Financial statements can be made available upon the execution and return of an appropriate non-disclosure agreement.

For additional information, please see our *Letter of Financial Stability* in the Attachments section of the procurement site.

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Hyland does not permit electronic ordering due to the sophisticated nature of our software solutions and services offerings. Customers should work with their existing Account Executives to address questions relating to product or technical information, as well as ordering, returns, and reporting. Prospective customers can connect with Hyland's Government Contracts team at governmentcontracts@hyland.com for more information.

xiv. Describe the Offeror's safety record.

We do not believe this is applicable to us as a software company. Hyland has various safety/security policies and programs in place, in the way of a Disruption Action Plan, Safety Task Force Team, Safety Captain Team, etc. These policies can be provided upon request. As far as a safety record or log, incidents are tracked in the event there is an incident at a Hyland office location.

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c. Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Hyland provides industry-leading technology foundations that empower its customers to create better human connections. Trusted by thousands of organizations worldwide, including more than half of the Fortune 100, Hyland's intelligent solutions seamlessly integrate content, data and processes to improve each interaction.

Hyland solutions provide the technical infrastructure for organizations to transform siloed, disparate data points into unified, accessible, actionable content. Through providing industry-leading software and services, we help our customers manage information across the enterprise, connect their content across core applications and streamline, automate and optimize their processes so they can concentrate on the work that matters most.

Hyland thrives on new ideas and diverse perspectives. We believe our people can accomplish anything. To help them get there, we provide the freedom to innovate, a license to be creative and leadership that supports and empowers each team member.

Additional facts:

- Founded in 1991
- More than 3,500 employees worldwide
- Approximately 14,300 customers in 100+ countries
- 15% of revenue is reinvested in ongoing product research and development
- 18% compound annual revenue growth rate since 2010
- Sold direct and through channel – VARs, distributors, brokers, BPOs, SIs, ISVs and OEMs
- Built and delivered by industry experts in Healthcare, Government, Financial Services, Insurance, Commercial and Higher Education
- Global network of 450+ partners

Corporate office location:
28105 Clemens Road
Westlake, Ohio 44145

To learn more, visit https://www.hyland.com/en.

ii. Describe Offeror's reputation in the marketplace.

Hyland's robust product portfolio with best of breed capabilities and our customer-centric culture enable our aggressive growth in the Content Services Platforms (CSP) market. We are the third largest CSP-only vendor in the world, according to Gartner's Market Share Analysis: Content Services, Worldwide, 2022 (published July 2023). Gartner recognized Hyland as a Leader in the Gartner Magic Quadrant for Content Services Platforms for 12 consecutive years and now includes us as a Representative Vendor in the Market Guide report. In addition, Hyland has been recognized as a 'Strong Performer' in The Forrester Wave™: Content Platforms, Q1 2023. Hyland's profile in the report positively positions

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Hyland by emphasizing the strengths of our current Alfresco offering, complete product portfolio and our strategy and vision.

iii. Describe Offeror's reputation of products and services in the marketplace.

Hyland's robust product portfolio with best of breed capabilities and our customer-centric culture enable our aggressive growth in the Content Services Platforms (CSP) market. We are the third largest CSP-only vendor in the world, according to Gartner's Market Share Analysis: Content Services, Worldwide, 2022 (published July 2023). Gartner recognized Hyland as a Leader in the Gartner Magic Quadrant for Content Services Platforms for 12 consecutive years and now includes us as a Representative Vendor in the Market Guide report. In addition, Hyland has been recognized as a 'Strong Performer' in The Forrester Wave™: Content Platforms, Q1 2023. Hyland's profile in the report positively positions Hyland by emphasizing the strengths of our current Alfresco offering, complete product portfolio and our strategy and vision.

iv. Provide a current list of Authorized Distributors/Resellers including contact information and geographical area.

Please see the *Hyland Authorized Distributor Reseller List* attachment.

v. Describe the experience and qualification of key employees.

Just as customers have had a major impact on Hyland's development, without strong management and an employee base that believes in the driving forces behind Hyland, the company would not be the leading content services provider that it is today. What once began as a two employee operation has grown to more than 3,500 employees working together to deliver our products throughout North America, Latin America, Australia, Europe and Japan.

The following information has been provided for Hyland's executive management team:

Jitesh Ghai – President and Chief Executive Officer
Jitesh joins Hyland with more than two decades of experience in driving innovation-led transformations and defining and executing a vision for cloud, data and AI capabilities. He was most recently the executive vice president and chief product officer at Informatica Inc.

Nancy Person – Executive Vice President and Chief Financial Officer
Prior to joining Hyland in 2010, Nancy worked in the financial services industry in reporting and audit roles. She currently serves as a member of the Business Advisory Council of the Federal Reserve Bank of Cleveland.

Ed McQuiston – Chief Customer Officer
Ed joined Hyland in 2001 as the Director of Healthcare Solutions, founding Hyland's first vertical practice. With more than 20 years of experience in the content services and intelligent automation industries, he focuses on assisting organizations as they accelerate digital transformation initiatives.

Leonard Kim – Chief Product Officer
Leonard joined Hyland in 2023, bringing extensive technology expertise and valuable experience managing end-to-end transformation initiatives. His focus is on refining our product vision, competitively positioning our portfolio and driving Hyland's expansion into new markets.

John Phelan – Chief Technology Officer

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John began his career at Hyland in 1999 as a Quality Assurance Representative. He has worked in Hyland's Professional Services group and has served as the VP of Information Systems as well as VP of R&D. He serves on the board of directors for TechCorps.

Debbie Connelly – Chief People Officer
Debbie has been with Hyland since 1997, starting as a Human Resources Manager. As Chief People Officer, she is responsible for delivering a remarkable and inclusive candidate and employee experience around the globe. Debbie also serves on the board of Urban Community School.

Abby Moskovitz – Chief Legal Officer
Prior to joining Hyland in 2010, Abby worked at several law firms — McCutchen, Doyle, Brown & Enersen, Langrock, Sperry & Wool, and Dobrusin & Thennisch (now the Dobrusin Law Firm) — with a primary focus on intellectual property law. Abby received her J.D. from NYU School of Law.

Chris McLaughlin - Chief Revenue Officer
Chris joined Hyland in 2022. He brings more than 20 years of experience in content services from a variety of executive roles in sales, marketing and product management at FileNet, EMC Documentum and Nuxeo. His passion is helping customers realize maximum value from their technology investments.

Stephen Watt - Chief Information Officer
Stephen joined Hyland in 2004. He brings 27 years of IT experience across several industries, including education and IT consulting. He has a passion for new technology and supporting its application in driving strategic transformative goals.

Chris Winczewski - Chief Strategy Officer
Chris joined Hyland in 2020, bringing a diverse background in leading global strategic, product, development, operational and channel management teams in technology-focused companies. His focus is on building customer-centric and continuous learning environments.

Hyland's Professional Services team:
Hyland will deploy the necessary professional services resources to meet the needs of each project. It is Hyland's policy to negotiate the terms of the contract and each project prior to assigning resources. Upon execution of a contract, resources will be evaluated and assigned to the project team.

Professional Services: The Hyland Professional Services Group is comprised of Workflow and Case Management Business Consultants who have an average of 8 years' service as technical professionals. This group works directly with customers to analyze business processes and implement solutions using the Hyland product suite with a specific focus on Workflow processing and Case Management applications. These business process automation solutions are the key to realizing organizational and business process efficiencies and maximum ROI of the Hyland software.
The Professional Services Group gathers and documents business process requirements, designs and implements Hyland software solutions, trains users and administrators and supports production go-live. As well, the Professional Services Group provides recommendations on best practices and industry standards related to solution implementations. The Professional Services Group implements both enterprise level solutions across major vertical markets, as well as departmental solutions.

Implementation Services: The Hyland Implementation Services Group is comprised of professional certified Hyland Technical Consultants who have the knowledge and experience necessary to deploy Hyland solutions.

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Technical Consultants design, configure and train on almost every Hyland installation performed by Hyland. A Technical Consultant's primary focus typically lies with the core implementation of Hyland, which includes the base installation and setup of all infrastructure related areas (e.g. OnBase database\file\web servers, etc.). The Technical Consultant is also responsible for designing and configuring the optimal document and keyword taxonomy, methods for processing or ingestion of documents, as well as identifying end user needs for access and retrieval of stored documents. Our Implementation Services Group average 7 years of practical experience in technical consultation as well as general software installation and support. Collectively, the Implementation Services Group has deployed thousands of solutions, while also managing many other engagements for expansions and upgrades, just to name a few. Our expertise lies across multiple vertical markets, as well as with specific solutions and applications. Technical Consultants play a pivotal role in just about every engagement and ultimately contribute to the direct success of each and every project.

Project Management: Hyland Global Services Project Management is comprised of a group of professional Project Managers, Consultants, and Practice Leaders who have accumulated an average of 10 years of service as technical professionals with specific expertise in project management. The project management professionals have facilitated and managed many enterprise level implementations across multiple vertical markets where they have directly contributed to project success by providing expertise in budget management, project communication, resource management and scheduling, project planning and tracking, scope definition and control, and solution requirements definition.

Enterprise Solutions: The Hyland Enterprise Consulting Group is dedicated to providing enterprise planning services, strategy and support for project sponsors and customer management teams. Enterprise Consultants have an average 10 years ECM and management consulting experience. The Enterprise Consulting Group provides services for ensuring organizations understand all the requirements for an enterprise solution. This includes performing comprehensive reviews of current state deployments and future state requirements, cost-benefit analyses, infrastructure assessments, individual solution assessments and change management practices.

The Enterprise Consulting Group also provides strategic consulting and advising on a number of core enterprise planning topics such as records management, taxonomy and classification, conversion strategies, quality control, support and team building, governance and change management. Following a proven methodology, along with Lean and Six Sigma tools, discovery is performed at all organizational layers to best understand goals, challenges, needs, and bottlenecks to help organizations discover the value in working smarter every day.

Education Services: The Hyland Education Services Group is dedicated to helping partner organizations achieve competency in their role as designers, developers, implementers, and supports of world-class Hyland solutions. Hyland's training programs provide meaningful, relevant, and timely instruction that matches capabilities to learners' roles. Hyland provides classroom, online, self-paced, video, conference, and e-learning education programs that ensure ECM professionals help customers realize the full potential of their investment.

Hyland's education programs create a comprehensive and complete experience for partner organizations. The programs are dedicated to ensure the success of professionals who are ultimately responsible for the success of a Hyland implementation. Hyland is dedicated to guiding individuals to understand, learn, and grow their expertise and realize the full benefits a Hyland solution can provide to their customers in a fashion that meet best practice guidelines, is supportable, and will scale as the solution expands across the organization.

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vi. Describe Offeror's experience working with the government sector.

Hyland has been selling into the government sector since inception in 1991. Our solutions offer faster, affordable content services platform for every level of government. Hyland understands the challenges of modernization, tight budgets, and constituent needs. We have more than 2,300 government customers today. Our solutions allow for an easily-sustainable foundation that's scalable across any government organization as it evolves.

More than 20 years ago, Hyland applied for and received its first General Services Administration (GSA) Schedule 70 contract, which was managed successfully for its entire term. Hyland rebid and was awarded a second contract with GSA in 2016, which has been successfully implemented and managed since its award. Additionally, Hyland has experience managing and reporting on multiple national and state term contracts, and we have implemented a NASPO ValuePoint Cloud Solutions contract and Sourcewell national contract. All of the cooperative procurement vehicles held by Hyland today can be used to support customers in various levels government.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Although Hyland has been involved in litigation, no litigation exists that would impact Hyland's ability to provide the products or services proposed in Hyland's RFP response.

Hyland has not declared bankruptcy or reorganized in the past and is not currently involved in either activity.

viii. Indicate if Offeror is licensed to do business in all 50 states

Yes

ix. Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.

Hyland has over 30 years' experience working in the public sector. Our government customers now number more than 2,300 and our higher education vertical accounts for more than 9,900 customers today. Our public sector solutions deliver all the information customers need in the context or core systems integrations, within budget. Many of Hyland's solutions were designed with the public sector in mind. Our software reduces cost, development time and departmental silos by rapidly creating content-enabled solutions with low-code application.

In addition, Hyland has experience managing and reporting on many federal, state, and national cooperative contracts. We have a Government Contracts team in place at Hyland. This team's responsibility is to manage the day-to-day operations of procurement vehicles. These responsibilities include being a resource for internal and external inquiries surrounding public procurement, managing pricelists and discount procedures, educating partner and customers about public procurement, and being a liaison for customers, managing agencies, and sales/marketing teams. Government Contracts' role is generally defined as providing subject matter expertise to Hyland and its customers through a robust understanding of technical and regulatory requirements.

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x. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

For additional information, please see the *Hyland Customer References* attachment in the procurement site.

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d. Value Add

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Hyland is offering the following software-related services in response to this RFP.

Hosting: The premier cloud ECM offering unique benefits where the developer of the software is hosting the solution and Hyland's detailed insight into the infrastructure that best supports our software. For more information, please see the *Content Services in the Hyland Cloud* document in the Attachments section of the procurement site.

Maintenance: Hyland's hosted solutions are inclusive of maintenance for on-premise installations within the customer IT environment to include:

- Support for Hyland product functionality — provided with exceptional customer service
- A comprehensive Technical Support team to handle all aspects of the support process
- Optimized access to Technical Support analysts, who respond to all technical support requests
- Access to the subject matter experts needed to drive issues to resolution
- Advice related to the operation of the implemented software
- Defined escalation process to ensure resolution
- Response to software errors based on confirmed severity level
- A Technical Support advisor who serves as your advocate throughout the support process
- A comprehensive product and solution testing lab to reproduce your environment for acute issue troubleshooting
- Secure, personalized access to Hyland Community for self-service issue resolution, technical reference tools, product documentation, customer forums, product downloads, support issue creation and support issue status reports

Training

Hyland offers an extensive array of training courses covering basic to advanced solutions and techniques to enable our customers to fully leverage their investment in Hyland. We provide classroom, online, self-paced, video, conference and eLearning education programs, giving customers the flexibility to complete training in the way most convenient to them.

- **Instructor-led Courses:** Hyland offers comprehensive training courses to provide both end users and system administrators the knowledge they need to design, install, use, and maintain the OnBase solution. Classroom, online and onsite courses are available. A complete catalog of courses can be found on the Hyland University website at https://university.hyland.com/pages/instructor-led-catalog.
- **eLearning:** Our eLearning courses provide online, on-demand training for specific Hyland solutions and products. These courses can prepare learners for instructor-led courses and serve them as an ongoing reference resource throughout the life of their solution. eLearning is an excellent professional development tool, with courses available for end users, support reps, new employees, seasoned experts and everyone in between. A convenient way to learn, Hyland

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eLearning can be accessed anytime, anywhere. Explore the growing gallery of Hyland eLearning courses at: https://university.hyland.com/pages/elearning-catalog.

- **Premium Subscription and Alfresco Passport:** These offerings enable strategic training into intelligent capture, AI, enterprise search, security, RPA and more — for both the open source and low-code development approaches to content services that are so valuable to digital innovation in every industry. Role-based, guided professional development has never been easier. Learn more about Premium Subscription and Alfresco Passport at: https://university.hyland.com/pages/premium-and-passport.
- **Learning Paths:** Learning Paths are designed to meet the training needs and goals of every member of your Hyland team, providing a sequential roadmap of courses that relate to particular job roles. Learners can focus on the specific courses they need to enhance their skills with Hyland solutions and modules, with a step-by-step guide to mastery. Discover more of about how Learning Paths can unlock professional development and growth for your Hyland users at: https://university.hyland.com/pages/learning-paths
- **TechQuest:** Each year, Hyland offers hands-on technical conferences that teach Hyland solution professionals the latest features and functionality of the software and support our certification programs. Individuals can choose from several sessions throughout the week and interact directly with Hyland development, quality assurance, support, and services staff to get their questions and challenges directly addressed. Hyland has been offering TechQuest for more than a decade. More information on our upcoming TechQuest conferences can be found at: https://training.hyland.com/techquest.

Hyland's Education Services team is passionate about equipping our customers with the knowledge they need to realize the full potential of their Hyland solution. As such, we consistently evolve our training approach and refine the learning material available to our users.

Professional Services

The Hyland Global Services organization provides a broad range of services; from strategic planning and needs assessment, to solution deployment, managed services and training on a global basis. The underlying philosophy of Hyland Global Services is to empower customers to operate, maintain, modify, and extend their Hyland solutions—maximizing the value of their content services investment and minimizing their total cost of ownership over time. Hyland Global Services team members are employed to develop customer competence with the technology and confidence in the potential solution sets they can develop using Hyland content services technology. We use a mentoring approach that builds partnerships, not merely attains customers, which has been recognized by TSIA - the leading association for technology services organizations. TSIA honored Hyland as a 2019 STAR Award winner; read more here: https://news.hyland.com/hyland-presented-star-award-for-technology-services-excellence/.

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

Hyland Global Services offers the following:

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- **Implementation Services:** Rely on experienced solution implementation specialists to ensure your configuration, implementation and testing stays on time and within budget to maximize the investment in your Hyland solution.
- **Custom Integrations:** Our API and integration experts design applications and scripts extending Hyland document availability to other systems, including SAP, Infor Lawson, PeopleSoft, Ellucian, Workday, Salesforce, and to kiosks, web portals and WorkView Case Manager.
- **Upgrade Services:** Collaborate with our experts for upgrade assistance or guidance, especially when a Hyland solution is multiple versions behind, the upgrade has high visibility or tight deadlines, or involves multiple technologies, integrations or custom solutions.
- **Conversion Services:** Work collaboratively with our certified, experienced conversion experts to bring your legacy documents and data into your new or existing Hyland solution.
- **Database Platform Migration:** Whether upgrading to a new version of an existing database, or migrating to a new platform, our Oracle and Microsoft certified database engineers partner with you, ensuring a seamless transition.
- **Education:** Hyland education programs reflect a mentorship approach to customer technical and solution training. Hyland executes an industry-recognized, certification program supporting the career and professional development of both business and IT professionals.
- **Business Process Outsourcing:** Outsource scanning and indexing of high document volume areas of your organization, enabling rapid accessibility of documents—whether from the Hyland Cloud or your enterprise systems—utilizing our automated workflow and integration capabilities.
- **Staff Augmentation:** Our certified experts join your team for a project you've defined—including Workflow, WorkView and advanced capture projects—but don't have resources in-house to execute in required timeframes.
- **Enterprise Planning:** We work with you to identify and roadmap how to maximize your Hyland investment, and ensure your solutions continue to meet evolving enterprise goals—including improved service, ROI and risk mitigation.
- **Infrastructure Planning:** Expert analysis and guidance ensure optimal performance of your Hyland solutions, equipping you to maintain high-performing solutions despite changing workloads, requirements and SLAs.
- **Program Management:** Perpetual support for multiple enterprise-wide projects promotes a close understanding of your users, systems and ongoing success criteria, ensuring alignment with executive vision and continued project success.
- **Consulting Services:** In all we do, Hyland Global Services professionals strive to be your trusted advisors and enterprise technology consultants. Our Global Services customers find their solutions are built to evolve with their business. They consistently earn quantifiable ROI, both immediate and over time.
- **Change Management:** Having a structured approach to manage change is proven to significantly increase overall project success and user adoption rates. Ours is built on a four-tier framework, scalable based on your needs.
- **Project Management:** Leverage our experienced and certified project managers to ensure your project stays on track, on time and within budget, while providing a single-point-of-contact for your organization.

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Some additional Services offering include:

Managed Services: Hyland Managed Services subscription levels strategically support the maintenance, enhancement, development and optimization of your key solutions at the service level that's right for each customer offering:

- Advisory services: Hyland's experts provide an allotment of consultation sessions, which can be conducted remotely.
- Expert recommendations: Our team provides configuration recommendations, best practices, design reviews, and troubleshooting help.
- Day-to-day application management: Our experts cover the core capabilities of system administration so staff can focus on business.
- Proactive support for greater system stability: Our team executes technical work and resolves incidents. We also provide consulting as a service.
- Change execution for existing solutions: Our experts will manage change execution against existing solutions, including software upgrades.
- Technical ownership: We act as the technical owner of the customer's solutions – adding to or improving existing solutions.
- Continuous execution of change: Our experts will manage continuous execution of change for new uses of software.
- Application ownership: We act as the IT application owner, performing technical execution, plus planning and coordinating activities.

Imaging Services: Hyland's document imaging services expertise makes the valuable information in paper records and documents available to everyone who needs it, when they need it. Document imaging services simplifies file management processes with expert consultants for quick, secure access to critical documents and information, while mitigating risk and support reporting, audit planning and compliance efforts.

- Imaging services for today's workplace
- Scanning and indexing
- Index-only
- Film conversion
- Microfilm and microfiche
- Cloud hosting
- Physical storage
- Secure destruction
- Support compliance with industry requirements - Our staff have expertise in:
- Confidentiality
- Industry compliance requirements
- Audits
- Disaster recovery
- Document security

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- Records management

For more information on our Services offerings, please see the *Global Services Ebook* attachment or our website: https://www.hyland.com/en/solutions/services.

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EXHIBIT A

3.0 SUPPLIER RESPONSE

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Hyland provides industry-leading technology foundations that empower its customers to create better human connections. Trusted by thousands of organizations worldwide, including more than half of the Fortune 100, Hyland's intelligent solutions seamlessly integrate content, data and processes to improve each interaction.

Hyland solutions provide the technical infrastructure for organizations to transform siloed, disparate data points into unified, accessible, actionable content. Through providing industry-leading software and services, we help our customers manage information across the enterprise, connect their content across core applications and streamline, automate and optimize their processes so they can concentrate on the work that matters most.

Hyland thrives on new ideas and diverse perspectives. We believe our people can accomplish anything. To help them get there, we provide the freedom to innovate, a license to be creative and leadership that supports and empowers each team member.

Additional facts:

- Founded in 1991
- More than 3,500 employees worldwide
- Approximately 14,300 customers in 100+ countries
- 15% of revenue is reinvested in ongoing product research and development
- 18% compound annual revenue growth rate since 2010
- Sold direct and through channel – VARs, distributors, brokers, BPOs, SIs, ISVs and OEMs
- Built and delivered by industry experts in Healthcare, Government, Financial Services, Insurance, Commercial and Higher Education
- Global network of 450+ partners

To learn more, visit https://www.hyland.com/en.

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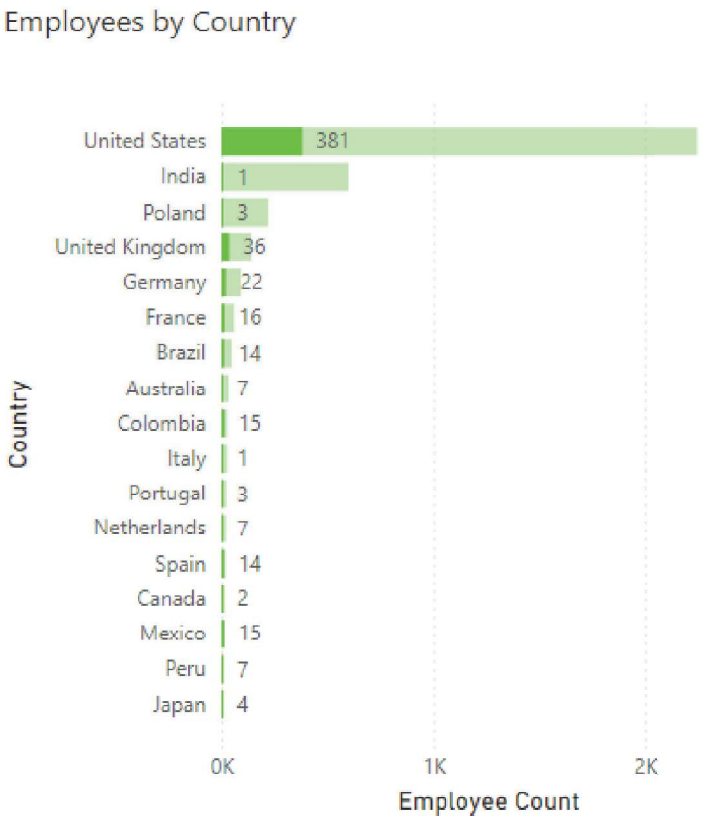
B. Total number and location of salespersons employed by Supplier.

Hyland has 558 employees in our Sales department. The graphic below shows the breakdown by country of those employees.



C. Number and location of support centers (if applicable) and location of corporate office.

Hyland support centers are strategically located to ensure appropriate time zone coverage, local language support when available during local business hours and a highly effective ratio of analysts to customer support issue volume. Support Centers with more than five team members are located in the following cities:

United States

- Westlake, Ohio
- Olathe, Kansas
- Lincoln, Nebraska

International

- Nottingham, United Kingdom
- Maidenhead, United Kingdom
- Amersfoort, Netherlands
- Berlin, Germany
- Sao Paulo, Brazil

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- Tokyo, Japan
- Melbourne, Australia

Hyland's headquarters are located in Westlake, Ohio. We have multiple office locations and many remote Hylanders around the world. For a complete listing of our office locations, please visit our website at https://www.hyland.com/en/company/about/locations.

D. Annual sales for the three previous fiscal years.

2023: The FY2023 audit is not yet complete so we cannot release exact figures, however we have over $1B in revenue for the year.
2022: $1,118,620,000
2021: $1,027,606,000

a. Submit FEIN and Dunn & Bradstreet report.

Per the terms of our agreement with D&B, Hyland is not able to provide the report; however, you can find Hyland's credit report through the Dun & Bradstreet web site: http://www.dnb.com/duns-number/lookup.html.

Hyland Software's Dun & Bradstreet # is 787515550.

Hyland Software's Federal Tax ID # is 34-1699247.

E. Describe any green or environmental initiatives or policies.

Hyland is dedicated to helping our community, and with this dedication, Hyland recognizes that it has a responsibility to the environment beyond legal and regulatory requirements. We are committed to reducing our environmental impact and continually improving our environmental performance as an integral part of our business strategy and operating methods.

Whether it's how we build our facilities or dispose of waste, or through the vendors we use, Hyland supports practices that intelligently recycle and reuse materials.

Preserving resources and logically reducing waste is critical in all parts of our community, and Hyland is proud to support initiatives that contribute to a clean environment.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Hyland engages in the following initiatives to increase business with diverse suppliers.

Hyland's Supplier Diversity Mission Statement: The Sourcing department realizes the value and long-lasting supplier relationship that is gained by utilizing Small Businesses. We have created the following diversity statement, which is also included as part of Hyland's Supply Chain Transparency on https://www.hyland.com/en.

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Hyland Sourcing Department Diversity Statement: Hyland's Sourcing Department actively seeks out, develops and attempts to build significant vendor relationships with Small Businesses, Small Disadvantaged Businesses, Small Women-Owned Businesses, Small Minority-Owned Businesses, Small Alaskan Native Corporations, Small Tribe and Tribal Organizations, and Small Veteran-Owned Businesses, including Service-Disabled Veteran-Owned Small Businesses and HUB-Zone Small Businesses, to ensure full and equitable opportunities when procuring goods and services.

Supplier Diversity Program: We have centralized our purchasing at Hyland in order to create a more streamlined approach to purchasing which allows the Sourcing department to oversee our goals when it comes to Small Business spend. Sourcing has a Vendor Management system that allows us to indicate who our Small Businesses are and their Small Business type. We then track our spend by running monthly reports based on these vendors that are marked as Small Business. Sourcing attends Small Business networking events to meet Small Businesses and learn how their capabilities will meet our purchasing needs. Hyland's Sourcing Department also requests suppliers to provide Tier 2 spend to ensure we are partnered with suppliers who share Hyland's values of supporting Small Businesses.

Marketing/advertising business opportunities to diversity vendors: Sourcing attends Small Business networking events to meet Small Businesses each year. Sourcing has a solution for vendor management and solicitation management. Small business vendors wishing to be considered for future opportunities are onboarded, vetted through our supplier onboarding process and stored in Hyland's Supplier Directory. When it comes time for Sourcing to send out RFxs for purchases, we search several sources, including the Supplier Directory, to create a vendor list and ensure diverse suppliers are included.

Human Rights: Hyland Sourcing will actively seek out and attempt to build vendor relationships with businesses committed to upholding fundamental human rights and believe that all human beings around the world should be treated with dignity, fairness, and respect. We will only engage vendors who demonstrate a serious commitment to the health and safety of their workers and operate in compliance with human rights laws.

Other Diversity Programs

DEI

Hyland's Diversity, Equity and Inclusion programs foster inclusion, equity and belonging for all. Hyland has always embraced the opportunity to look within and make positive changes to impact our employee base and our communities. We feel a deep responsibility to support a more diverse, equitable, inclusive and just world. That starts with us. Hyland's Diversity, Equity and Inclusion program helps to foster connection and support communities in which we live and serve.

- **Hyland's DEI vision**: We empower all voices and embrace diversity while unleashing innovation to positively impact society.
- **Hyland's DEI mission**: Our mission is to cultivate a culture of equity, inclusion and belonging that enables employees and customers to realize their full potential.

DEI Infrastructure/Governance

A commitment to Hyland's diversity, equity, and inclusion (DEI) takes all of us. To continue to stay aligned and proactive, Hyland has built a solid infrastructure to support our ongoing efforts and ensure this is an organizational approach to DEI. Hyland's Diversity, Equity and Inclusion program is supported by C-suite executives, HR and across the organization.

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- **Hyland's DEI Executive Council**: The DEI Executive Council provides corporate oversight of DEI strategy, programs and progress. The formation of this group demonstrates a commitment to Hyland's DEI journey at the highest levels of the organization.
- **Dedicated DEI Team**: Hyland's Corporate Social Responsibility team has a dedicated team to support Hyland's day to day responsibilities and progress.
- **Diverse by Design Strategy Team**: The strategy team helps to support the organizational wide structure of Hyland's DEI plan and help ensure an organizational alignment with diverse departments, roles and perspectives.
- **Hyland's Diversity Consulting Firm**: We recognized that Hyland has an opportunity to bring a subject matter expert in DEI to help support Hyland's initiatives. Hyland currently partners with V. Randolph Brown consulting to support consultative, education and communication best practices.
- **Hyland's Executive Sponsors and ERG Committees**: Hyland has volunteer-led opportunities to support each ERG through a leadership opportunity and an executive role.

Workplace Education
DEI education is rolled out across Hyland through different ways including a learning management tool, virtual learning education, micro-learning and taking advantage of conference/professional development courses. These courses help provide a common understanding and foundational knowledge.

Employee Resource Groups
Within Hyland, we have Employee Resource Groups (ERGs) which connect employees and serve as a resource to develop a diverse and inclusive work environment. Hyland ERGs foster awareness, respect, and inclusion within the workplace. These groups give employees a forum to share experiences, provide learning opportunities, hear from experts and facilitate professional development.

- **accessABILITY**: accessABILITY aims to create and nurture a culture of change for accessibility throughout Hyland.
- **Hyland Pride Alliance**: The Hyland Pride Alliance ERG aims to strengthen Hyland's active, inclusive culture in order to attract LGBT+ talent to Hyland and provide a network of support for Hylanders, their families and allies. The group promotes LGBT+ awareness and is a safe and supportive forum for discussing LGBT+ issues.
- **HylandWIN**: The Hyland Women in Networking ERG is a community of females and female supporters encouraging and inviting each other to build one another up to their full potential. The group provides resources for employees to be: Courageous, Charismatic and Knowledgeable.
- **MERG**: The Multicultural ERG provides members with a forum where they are encouraged to showcase their diverse identities, learn from fellow employees about unfamiliar cultures and introduce solutions to obstacles that people of color and underrepresented cultures experience.
- **Peace of Mind**: Peace of Mind Mental Wellbeing ERG provides a safe space for employees to gather, learn more about mental health challenges, understand the broad spectrum that is mental health, and have access to resources. Peace of Mind is open to all employees and we are committed to supporting those dealing with a mental health challenge, caregivers and allies.
- **VERG**: The Veteran ERG is a community for all veteran and military employees at Hyland. The group provides resources to Hyland that promote and support military individuals.

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Aperian
Aperian is an online platform that helps support Hyland's cultural intelligence, supporting inclusion and collaboration. Through the Aperian profile, employees have an opportunity to learn about different cultures and regions and receive guidance on how best to work across cultures.

Accommodations & Benefits
Accessibility and accommodations are supported by members of Hyland's HR, Facilities and IS teams. When an employee or a candidate has an accommodation request, they reach out to HR to help support their needs.

Workforce Development

- Hyland's campus recruiting strategy focuses on partnering with university diverse student groups and Historically Black Colleges and Universities. From these sponsorships we connect with students through career fairs, presentations, and networking events. Examples of national student groups we connect with include National Society of Black Engineers (NSBE), Society of Women Engineers (SWE), and Women in Business organizations.
- We also partner with national associations to attract diverse talent to Hyland. These include Seizing Every Opportunity, Generation USA, and Micro-Internships.

CEO Action
In 2017, Hyland became part of the CEO Action pledge to advance DEI in the workplace. Through this cohort, Hyland has exposure to other organizations and collaborative resources on DEI programming and how to evolve. Since 2019, Hyland has been involved in the CEO Action's Day of Understanding sharing resources to support education on an individual level.

Product Accessibility
Hyland has a Research and Development team who helps to provide education and resources to nurture a culture of accessibility through Hyland's products.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

Hyland is a large business and as such, does not qualify for any small business certifications.

a. Minority Women Business Enterprise

No

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

No

c. Historically Underutilized Business (HUB) Yes No

No

d. Historically Underutilized Business Zone Enterprise (HUBZone)

No

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e. Other recognized diversity certificate holder

No

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Hyland intends to self-perform services under the OMNIA Contract.

Describe how supplier differentiates itself from its competitors.

Hyland provides intelligent content solutions that empower our customers to transform the way they work and deliver exceptional experiences to those they serve. Our solutions capture, process and manage high volumes of diverse content in order to improve, accelerate and automate operational decisions and workflows. Hyland's key pillars of differentiation include:

Content intelligence
Modern platforms and intelligent solutions put today's content at your fingertips, driving better decision-making throughout the entire content lifecycle.

Agility
Future-looking, cloud-enabled technology built for growth and security, prepares people at every level of the organization to meet evolving customer expectations.

Dynamic solutions
Configurable, scalable solutions enable automation and empower organizations to seamlessly integrate advanced technologies into any business system or process workflow.

Expertise
We are a trusted advisor in digital innovation, relying on longstanding partnerships and a deep understanding of our customers' industries.

I. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Although Hyland has been involved in litigation, no litigation exists that would impact Hyland's ability to provide the products or services proposed in Hyland's RFP response.

Hyland has not declared bankruptcy or reorganized in the past and is not currently involved in either activity.

J. Felony Conviction Notice: Indicate if the supplier

is a publicly held corporation and this reporting requirement is not applicable;

is not owned or operated by anyone who has been convicted of a felony; or

is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Hyland Software, Inc. is not owned or operated by anyone who has been convicted of a felony.

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L. Describe any debarment or suspension actions taken against supplier

None.

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3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Hyland is a single enterprise information platform for managing content and processes. Hyland has transformed thousands of organizations worldwide by empowering them to become more agile, efficient and effective.

Hyland Capabilities

Hyland provides a range of capabilities for managing content and processes.

Core Capabilities

Capture
Automate multi-channel capture of paper and digital content

Manage
Organize and optimize content and assets across the entire organization

Automate
Intelligently automate rules-based tasks and processes

Process
Route and interact with content for cases and workflows

Collaborate
Securely share content and collaborate on processes and documents

Communicate
Automatically create and distribute personalized correspondence

Find
Find relevant information wherever it is located

Govern
Centralize and automate content compliance and security management

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Enhanced Capabilities

Tailored Solutions and Industry Expertise

We leverage our deep industry knowledge to help organizations build expertly tailored solutions that meet the specific, personalized needs of the people they serve.

EDUCATION

- Admissions
- Financial aid
- Transcript processing
- Student affairs
- Registrar's office

INSURANCE

- Property and casualty
- Life, health and annuity
- Third party administrators

HEALTHCARE

- Health information management
- Clinical and medical imaging
- Enterprise imaging
- Revenue cycle
- Health insurance

GOVERNMENT

- Justice and public safety
- Health and human services
- Planning and public works
- Finance and administration

FINANCIAL

- Banking
- Wealth management
- Credit unions
- Lending

TRANSPORTATION AND LOGISTICS

- Freight payment and billing
- Freight contract management
- Customs clearance activities
- Import/export compliance

ACCOUNTING

- Approval management
- Dispute resolution
- Invoice capture
- Invoice processing
- Vendor management

HUMAN RESOURCES

- Employee file management
- Employee onboarding
- Employee relations
- Employee offboarding
- Policies and procedures
- Employee file governance

OTHER INDUSTRIES

- Manufacturing
- Retail
- Food and beverage
- Global trade
- Construction
- *and more*

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Hyland Global Services

The Hyland Global Services organization provides a broad range of services; from strategic planning and needs assessment, to solution deployment, managed services and training on a global basis. The underlying philosophy of Hyland Global Services is to empower customers to operate, maintain, modify, and extend their Hyland solutions—maximizing the value of their content services investment and minimizing their total cost of ownership over time. Hyland Global Services team members are employed to develop customer competence with the technology and confidence in the potential solution sets they can develop using Hyland content services technology. We use a mentoring approach that builds partnerships, not merely attains customers, which has been recognized by TSIA - the leading association for technology services organizations. TSIA honored Hyland as a 2019 STAR Award winner; read more here: https://news.hyland.com/hyland-presented-star-award-for-technology-services-excellence/.

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Implementation Services: Rely on experienced solution implementation specialists to ensure your configuration, implementation and testing stays on time and within budget to maximize the investment in your Hyland solution.

Custom Integrations: Our API and integration experts design applications and scripts extending Hyland document availability to other systems, including SAP, Infor Lawson, PeopleSoft, Ellucian, Workday, Salesforce, and to kiosks, web portals and WorkView Case Manager.

Upgrade Services: Collaborate with our experts for upgrade assistance or guidance, especially when a Hyland solution is multiple versions behind, the upgrade has high visibility or tight deadlines, or involves multiple technologies, integrations or custom solutions.

Conversion Services: Work collaboratively with our certified, experienced conversion experts to bring your legacy documents and data into your new or existing Hyland solution.

Database Platform Migration: Whether upgrading to a new version of an existing database, or migrating to a new platform, our Oracle and Microsoft certified database engineers partner with you, ensuring a seamless transition.

Imaging Services: Secure document scanning, indexing and physical document storage/retention services for when you need help with a single backfile conversion, day-forward scanning, or until in-house resources are ready.

Education: Hyland education programs reflect a mentorship approach to customer technical and solution training. Hyland executes an industry-recognized, certification program supporting the career and professional development of both business and IT professionals.

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Managed Services: The goal of Hyland's Managed Services offerings are to help our customers improve and accelerate their technology investments. These include capabilities to operate, monitor, optimize and fully transform a solution built for the enterprise through our scalable and predictable, fixed cost offerings. Hyland can provide resources at-the-ready to assist, manage or lead end-to-end application management.

Business Process Outsourcing: Outsource scanning and indexing of high document volume areas of your organization, enabling rapid accessibility of documents—whether from the Hyland Cloud or your enterprise systems—utilizing our automated workflow and integration capabilities.

Staff Augmentation: Our certified experts join your team for a project you've defined—including Workflow, WorkView and advanced capture projects—but don't have resources in-house to execute in required timeframes.

Enterprise Planning: We work with you to identify and roadmap how to maximize your Hyland investment, and ensure your solutions continue to meet evolving enterprise goals—including improved service, ROI and risk mitigation.

Infrastructure Planning: Expert analysis and guidance ensure optimal performance of your Hyland solutions, equipping you to maintain high-performing solutions despite changing workloads, requirements and SLAs.

Program Management: Perpetual support for multiple enterprise-wide projects promotes a close understanding of your users, systems and ongoing success criteria, ensuring alignment with executive vision and continued project success.

Consulting Services: In all we do, Hyland Global Services professionals strive to be your trusted advisors and enterprise technology consultants. Our Global Services customers find their solutions are built to evolve with their business. They consistently earn quantifiable ROI, both immediate and over time.

Change Management: Having a structured approach to manage change is proven to significantly increase overall project success and user adoption rates. Ours is built on a four-tier framework, scalable based on your needs.

Project Management: Leverage our experienced and certified project managers to ensure your project stays on track, on time and within budget, while providing a single-point-of-contact for your organization.

Please see the following site for additional information: https://www.hyland.com/en/solutions/services.

Hyland Training Offerings

Hyland Education Services provides training separate from the solution-specific engagement. Courses are continuously reviewed and enhanced to offer the most current and relevant material on the Hyland product suite. Training sessions can be conducted at the customer site, at one of our training facilities, or via Hyland's online classroom - removing the need for students to travel. Hyland also has end-user training that customers can host on their own internal network for users. In addition, Hyland's end users have access to web-based training courses at training.hyland.com. This website provides users with the education and knowledge they need, when they need it. Web-based courses are self-paced and

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provide students with an overview of Hyland solutions. They are meant to build a student's beginning knowledge of a Hyland solution while developing their comfort with the system.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Hyland agrees to offer products and services domestically across the United States. Due to the nature of the software offerings, no additional costs will be incurred by the supplier or customers in delivery of software components. Maintenance and support services are provided remotely via phone and web. Any related services required by the customer may be performed remotely or onsite. When Hyland professional services are deployed onsite, travel and expenses will be billed to the customer in accordance with Hyland's internal travel and expense policy, or as negotiated at the task order level.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Upon award, an internal compliance plan will be created and implemented to ensure compliance with the OMNIA Contract terms. Hyland's Government Contracts team will coordinate with other internal teams to review contract requirements and monitor compliance regularly. Our compliance program will ensure that all orders received under this opportunity are appropriately priced according to the OMNIA contract pricelist. Hyland has a quote and order tool that will be configured to ensure that all applicable quotes identify the OMNIA contract number, contain accurate OMNIA pricing, and get flagged for sales reporting and fee remittance.

Hyland's Government Contracts and Accounting and Finance Departments are experienced in cooperative contract sales reporting analysis. Cooperative contract sales reports are generated from Hyland's accounting system on a monthly basis. Each transaction on the report is reviewed to ensure quoted and invoiced pricing aligns with the pre-negotiated contract prices.

Customers may verify contract pricing by checking the public pricelist available online after award on Hyland's Contract landing page on the OMNIA website. In addition, customers may reach out to their assigned Hyland Account Executive for more information on pricing, or may contact the Government Contracts team directly at governmentcontracts@hyland.com with pricing verification questions.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Hyland will provide all processing, handling, and delivery of products and services to end users.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Hyland products are hardware-independent, allowing your organization to leverage existing hardware or procure any hardware that can support the platforms upon which the solution can reside. For this reason, we do not have distribution facilities or warehouses.

Hyland currently has office presence in 6 locations and dozens of remote Hylanders around the world in 16 countries and many remote Hylanders around the world.

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Office locations include:
U.S. offices: Auburn (CA); Lansing (MI); Lincoln (NE); Olathe (KS); Toronto (Canada); Westlake (OH – corporate headquarters)

Global offices: Melbourne (Australia); Sydney (Australia); Sao Paulo (Brazil); Paris, (France); Berlin (Germany); Cologne (Germany); Freiburg (Germany); Kolkata (India); Tokyo (Japan); Katowice (Poland); Lisbon (Portugal); Amersfoort (Netherlands); Cham (Switzerland); Corcelles (Switzerland);Maidenhead (United Kingdom); Nottingham (United Kingdom)

For a complete listing of our office locations, please visit our website at https://www.hyland.com/en/company/about/locations.

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3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Hyland would request only the redacted version of our response be included on the website documentation.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to: i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

As Hyland currently holds the Software Solutions and Services contract with OMNIA Partners, we have already positioned this contract as a valuable tool that eligible customers can take advantage of. We will continue the existing marketing and sales outreach strategies to keep building interest in and use of the Contract. Our executive leadership teams have already endorsed our OMNIA contract and will continue to support this award throughout the contract term. Our existing OMNIA contract educational materials will be updated for sales and support staff after award to include the most up-to-date information. For a large organization like Hyland, the award to 90 day timeline expectations are unrealistic. Hyland will put forth a good faith effort to implement the plans below within a realistic timeframe for our organization and commits to continuing to partner with OMNIA Partners to ensure the success of a new Master Agreement.

Hyland markets and sells our products and services primarily through our reseller partner channel and directly from our Sales team here at Hyland. Procurement marketing strategies use a mix of best practices that stress face-to-face marketing and thought leadership, web presence, online communities, email campaigns and social media, to reach potential customers and educate them about the value of our products and solutions. The following represents various marketing and sales steps Hyland will take after award of the Contract, which have proven very successful with the current OMNIA Partners contract that Hyland holds.

Direct Email Campaigns: Utilize automated email campaigns as a way to reach the greatest number of people across many titles and roles in government. Upon selection, we will utilize current lists of customers eligible to purchase through the contract and announce the availability of the Hyland products and services through the contract. Past campaigns for this contract vehicle have been circulated to several thousand eligible contract purchasers. Additionally, Hyland runs a number of solution-based and CIO campaigns that review the features and functionalities of the Hyland products and services. Typically, Hyland runs approximately 16 of these campaigns annually. These campaigns will be enhanced with contract information so recipients understand, and are directed to the contract and information on how to use the contract to purchase Hyland products and services. Finally, Hyland connects best practice automated campaigns with customized landing pages to offer additional solution information and other content of interest. These campaigns will feature information about how to use the contract to purchase solutions and this information will be part of customized landing pages for

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these customers. Callers and account managers will reinforce the contract as a procurement vehicle in all follow-up calling to interested customers.

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

Video: Hyland will create informational videos and instructional webinar recordings as a way to communicate the value of the Hyland products and services, and to demonstrate solutions. Marketing videos will present Contract information and will direct potential customers to the OMNIA website for purchase procedures and other information.

Organization Participation: As a part of our marketing strategy, Hyland participates in many governmental and public procurement associations at all levels. Customers can use these platforms as a way to learn more about Hyland's offerings and procurement options.

Social Media: Hyland makes use of various social media platforms, the corporate blogs and online communities to publish content, take thought leadership positions and pursue marketing strategies.

Digital Ads: Use digital ads to market its participation in the contract through sites that are visited by eligible contract participants.

Sales: Information regarding this specific Contract will be added to existing sales playbooks. An announcement of the award will be made in the monthly sales and management meetings, as well as communicated via email to our sales organization through executive leadership's monthly sales update email. Additionally, a separate communication will be released directly to the government, higher education, and public sales branches within Hyland.

Partner Outreach: Hyland's partner network will be notified about our new award under OMNIA. Partner training materials will be updated and webinars will also be held to ensure the sales and partner network understands the terms and usage requirements under the Contract.

Furthermore, Hyland will work with OMNIA to implement joint education initiatives with Hyland's national public sales teams.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to: i. Creation and distribution of a co-branded press release to trade publications ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days iii. Design, publication and distribution of co-branded marketing materials within first 90 days iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners. vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement vii. Ongoing

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marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with: - OMNIA Partners standard logo; - Copy of original Request for Proposal; - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier; - Summary of Products and pricing; - Marketing Materials - Electronic link to OMNIA Partners' website including the online registration page; - A dedicated toll-free number and email address for OMNIA Partners

As stated above, Hyland currently holds the Software Solutions and Services contract with OMNIA Partners, and has already positioned this contract as a valuable tool that eligible customers can take advantage of. We will continue the existing marketing and sales outreach strategies to keep building interest in and use of the Contract. These strategies have shown proven success, as we've seen a tremendous increase in sales throughout the life of the existing OMNIA Partners contract. Hyland will continue marketing and selling our products and services through our reseller channel and directly from our Sales team here at Hyland, but will take specific actions after selection to begin increasing awareness of a new contract award. Our marketing and sales strategies will include a mix of face-to-face marketing, web presence, online communities, email campaigns, and social media to reach customers and educate them about the value of our solutions as well as the benefits of the Contract.

For a large organization like Hyland, the award to 90 day timeline expectations are unrealistic. Hyland will put forth a good faith effort to implement the plans below within a realistic timeframe for our organization and commits to continuing to partner with OMNIA Partners to ensure the success of a new Master Agreement.

Hyland cannot commit to the requirements to design and publish co-branded marketing materials and advertise in trade publications. Print marketing is not a part of Hyland's current marketing and sales strategies. Furthermore, without more details on the actual commitment requested, Hyland cannot commit to attending and participating in the OMNIA Partners national, regional, and supplier-specific tradeshows as well as the requirement to attend and exhibit at the NIGP Annual Forums. The requirement to participate in OMNIA Partners tradeshows is vague. It is not clear how many events Hyland would be required to attend on an annual basis, or how much the participation in these events would cost. Hyland's marketing budget is reviewed and approved on an annual basis and these commitments need to be planned for. Hyland requires additional information to be provided by OMNIA in order to be able to determine the budgetary impacts of these requirements and seek approval from the Marketing Team.

Direct Email Campaigns: Utilize automated email campaigns as a way to reach the greatest number of people across many titles and roles in government. Upon selection, we will utilize current lists of customers eligible to purchase through the contract and announce the availability of the Hyland products and services through the contract. Past campaigns for this contract vehicle have been circulated to several thousand eligible contract purchasers. Additionally, Hyland runs a number of solution-based and CIO campaigns that review the features and functionalities of the Hyland products and services. Typically, Hyland runs approximately 16 of these campaigns annually. These campaigns will be enhanced with contract information so recipients understand, and are directed to the contract and information on how to use the contract to purchase Hyland products and services. Finally, Hyland connects best practice automated campaigns with customized landing pages to offer additional solution information and other content of interest. These campaigns will feature information about how to use the contract to purchase solutions and this information will be part of customized landing pages for these customers. Callers and account managers will reinforce the contract as a procurement vehicle in all follow-up calling to interested customers.

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

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Organization Participation: As a part of our marketing strategy, Hyland participates in many governmental and public procurement associations at all levels. Customers can use these platforms as a way to learn more about Hyland's offerings and procurement options.

Social Media: Hyland makes use of various social media platforms, the corporate blogs and online communities to publish content, take thought leadership positions and pursue marketing strategies.

Digital Ads: Use digital ads to market its participation in the contract through sites that are visited by eligible contract participants.

Sales: Information regarding this specific Contract will be added to existing sales playbooks. An announcement of the award will be made in the monthly sales and management meetings, as well as communicated via email to our sales organization through executive leadership's monthly sales update email. Additionally, a separate communication will be released directly to the government, higher education, and public sales branches within Hyland.

Partner Outreach: Hyland's partner network will be notified about our new award under OMNIA. Partner training materials will be updated and webinars will also be held to ensure the sales and partner network understands the terms and usage requirements under the Contract.

Furthermore, Hyland will work with OMNIA to implement joint education initiatives with Hyland's national public sales teams.

E. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Hyland has a number of public agency customers who previously purchased software solutions and services by means other than a procurement contract. These customers are currently subject to different pricing and terms and conditions than typically offered to customers who utilize a procurement contract for purchasing. As a result, Hyland cannot transition all existing public agency customer accounts to the OMNIA Master Agreement, but Hyland will agree to work with any public agency customer who currently owns a perpetual solution acquired by other means, to transition to a subscription licensing model through the OMNIA Master Agreement.

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Hyland currently holds the following cooperative purchasing agreements:

Cooperative Purchasing Agreement	Expires	Annual Sales Volume
General Services Administration (GSA)	March 31, 2026	Approximately $12,000,000
Ohio State Term Schedule	March 31, 2026	Approximately $4,000,000
California Multiple Award Schedule (CMAS)	March 31, 2026	Approximately $100,000
Ohio Department of Administrative Services (OH MCSA)	March 31, 2026	Approximately $500,000
Texas Department of Information Resources	December 9, 2025	Approximately $3,000,000
Virginia Information Technologies Agency (VITA)	September 9, 2026	Approximately $800,000
OMNIA Partners	December 31, 2024	Approximately $9,000,000
NASPO ValuePoint	September 15, 2026	Approximately $2,000,000
Sourcewell	November 2, 2024	Approximatley $2,000,000

As you can see, Hyland's existing OMNIA Partners contract is our largest cooperative at the national level. Because this contract can be used by customers all across the United States, it is the cooperative agreement that we market the most to customers whose procurement regulations allows them to use this particular cooperative. While some State government customers are mandated by procurement regulation to use their State-run vehicles, many customers are able to use and prefer the OMNIA Partners Contract. When procurement regulations allow for us to market this Contract directly to end users, we will educate customers on the value of OMNIA, the benefits of using the Contract, and walk them through the process of registering with OMNIA if necessary.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Acknowledged.

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F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate: i Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii Best government pricing iii No cost to participate iv Non-exclusive contract

Hyland confirms we will be proactive in direct sales under the Contract and will follow up promptly to any leads established by OMNIA. The marketing plans outlined in our response will be started immediately after award and continued throughout the life of the Contract. Our Account Executives in the public sector and in the partner channel will be educated to ensure the communications to our customers include information about the OMNIA agreement being a non-exclusive, competitively bid Contract that involves no cost to participate. Hyland will agree to educate the customers on best pricing and pre-negotiated terms that come along with use of the Contract. All of the initiatives will be incorporated into the already proven successful sales processes used by the Hyland sales teams.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include: i Key features of Master Agreement ii Working knowledge of the solicitation process iii Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners iv Knowledge of benefits of the use of cooperative contracts

Information regarding this Contract will be available to our internal sales organization via an internal website managed by Hyland's Government Contracts team. The site will act as a hub for information and additional resources for Account Executives that wish to provide this data to customers. Additionally, we'll include information about the Contract in our existing sales playbooks, on our Sales Academy site, as well as the on our partner Community website. Hyland will create informational marketing pieces and other content that address the burdens of traditional procurement and how OMNIA may simplify buying procedures. This information will be available for download for sales internally as well as to our partner channel., making the marketing material easy to find and reference will allow for a streamlined approach to selling under this vehicle.

Training for new employees, existing Account Executives, and partner resellers will be performed through recorded media, in-person training, and online webinars. The training will include information about the OMNIA agreement being a non-exclusive, competitively bid Contract that involves no cost to participate. Hyland will agree to educate the sales departments on best pricing terms and how to provide this pricing to customers based on internal controls and procedures. Training will be completed by Sales Management and the Government Contracts team. These internal and external training initiatives will allow anyone in a sales role at Hyland to effectively communicate the most important features of the Contract to customers, and integrate the advertisement of this Contract into our existing sales processes.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for: i Executive Support ii Marketing iii Sales iv Sales Support v Financial Reporting vi Accounts Payable vii Contracts

At Hyland, the Government Contracts team is the first point of contact for all procurement contract questions, issues and requests for assistance to include all areas of responsibility listed above. The primary point of contact for this Contract is:

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Stacey Chapman
Government Contracts
Stacey.chapman@hyland.com
440.788.5468

As a secondary point of contact, please email governmentcontracts@hyland.com and the Government Contracts team will promptly assist in Stacey's absence.

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Hyland's national sales force is broken up first and foremost by direct sales and sales made through our partner channel. The direct sales segment of Hyland is further broken down by vertical, or customer segment (i.e. healthcare, public sector, financial services, commercial, etc.). In each vertical, the Hyland Account Executives are assigned to specific regions.

The sales and marketing teams are managed at the highest level by:
Chris McLaughlin
EVP, Chief Revenue Officer
Phone: +1.949.632.6007
Email: chris.mclaughlin@hyland.com

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

The Contract will be implemented within the guidelines of the marketing plan as outlined above. Hyland will also provide education to Account Management teams in order provide next level education opportunities to existing customer base with the help of the OMNIA. Hyland will look to our Supplier Relationship partner at OMNIA to schedule OMNIA-led training sessions with our sales and marketing teams whenever necessary throughout the life of the Contract. As previously discussed, Hyland will also educate and train our authorized partner network on this Contract in order to reach the largest number of prospective public agency customers.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.

Hyland's marketing and sales departments will be engaged in the efforts outlined throughout the Marketing and Sales section of this RFP response. The Government Contracts team will be responsible for providing administration and educational support related to the Contract. Hyland will also engage OMNIA to coordinate marketing sync calls as necessary with our internal sales teams. Throughout the life of the contract, Hyland will work with OMNIA in support of customer inquiries as they come up. New customers will be set up in Hyland's CRM system as quickly as possible after expressing interest in using the Contract. The Government Contracts will flag those customer accounts in our system to ensure pricing and terms of the Contract are used as appropriate.

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K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Hyland is a privately held company. It is Hyland's policy that we do not disclose sales data specific to particular customers or industries. For approximate sales figures relating to Hyland's cooperative contracts, noted Attribute 76 above.

For a list of references, please see the attached References document. You can also visit our website for customer success stories: https://www.hyland.com/en/customers/case-studies.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Hyland uses a number of internal and third party solutions to manage customer information, quotes, purchases, invoices, and contracts. Hyland uses Salesforce as its primary CRM for the sales team. Hyland has configured our Salesforce instance to use an account flag to identify specific customer accounts using the Contract. The account flags also permit access to Contract pricing for generating quotes for Contract customers through the use of the Configure Price Quote (CPQ) tool that is integrated into Salesforce. The account flags also serve as a checkpoint for pricing and terms tracking when Purchase Orders (POs) are submitted to our Order Processing team. Once POs are processed and entered into our system, the orders are sent to the Licensing and Invoicing teams to issue licenses and invoices as applicable. Invoices are generated through Workday. Workday allows us to keep track of Contract pricing and terms on the backend as well.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). $_____.00 in year one $_____.00 in year two $_____.00 in year three To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$1M in year one
$1M in year two
$1M in year three

Through the current OMNIA/Hyland partnership, Hyland has been very successful in working with prospective customers to adopt the OMNIA Contract for their purchasing needs. However, many of these customers determine their own procurement policies or are subject to state procurement requirements that dictate how they procure and whether they are permitted to use procurement contracts generally or the OMNIA Contract in particular. As a result, Hyland is not in a position to guarantee sales under the Contract.

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N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. i Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). ii If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement. iii Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners). iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Supplier's strategies under these options when responding to a solicitation.

Hyland takes exception to this section as it seeks to impose obligations on Hyland beyond the scope of the OMNIA relationship. Hyland cannot be in a position where it is subject to contractual obligations, reporting or otherwise, for its commercial sales that do not involve the OMNIA relationship.

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GLOBAL SERVICES | EBOOK

GUIDING YOU TO ACHIEVE YOUR GOALS, AT EVERY STEP

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Introduction

THE VALUE OF THE DIGITAL WORKPLACE

Organizations employing content services are well-poised to quickly deliver digital solutions for today's challenges.

Organizations around the globe are experiencing a new reality where the pace at which IT, business units and organizational leaders must transform current business processes to meet user needs is unprecedented. Every day you are challenged to meet growing user requirements for immediate, secure access to information from anywhere at any time.

This means you must make your organizational information and data-driven processes work better for your people and those you serve. And key opportunities exist to transform digital processes in every corner of your business with the content services technology you have in place.

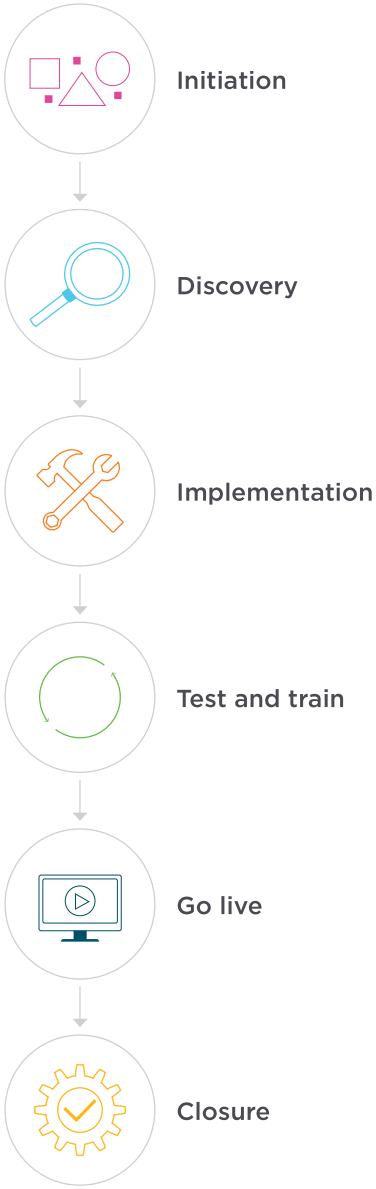
Many organizations want to take the next steps toward transformation, but may not know which path is the right one to best capitalize on their technology infrastructure, organizational goals, customer expectations and evolving requirements, including regulatory mandates and service level agreements (SLAs).

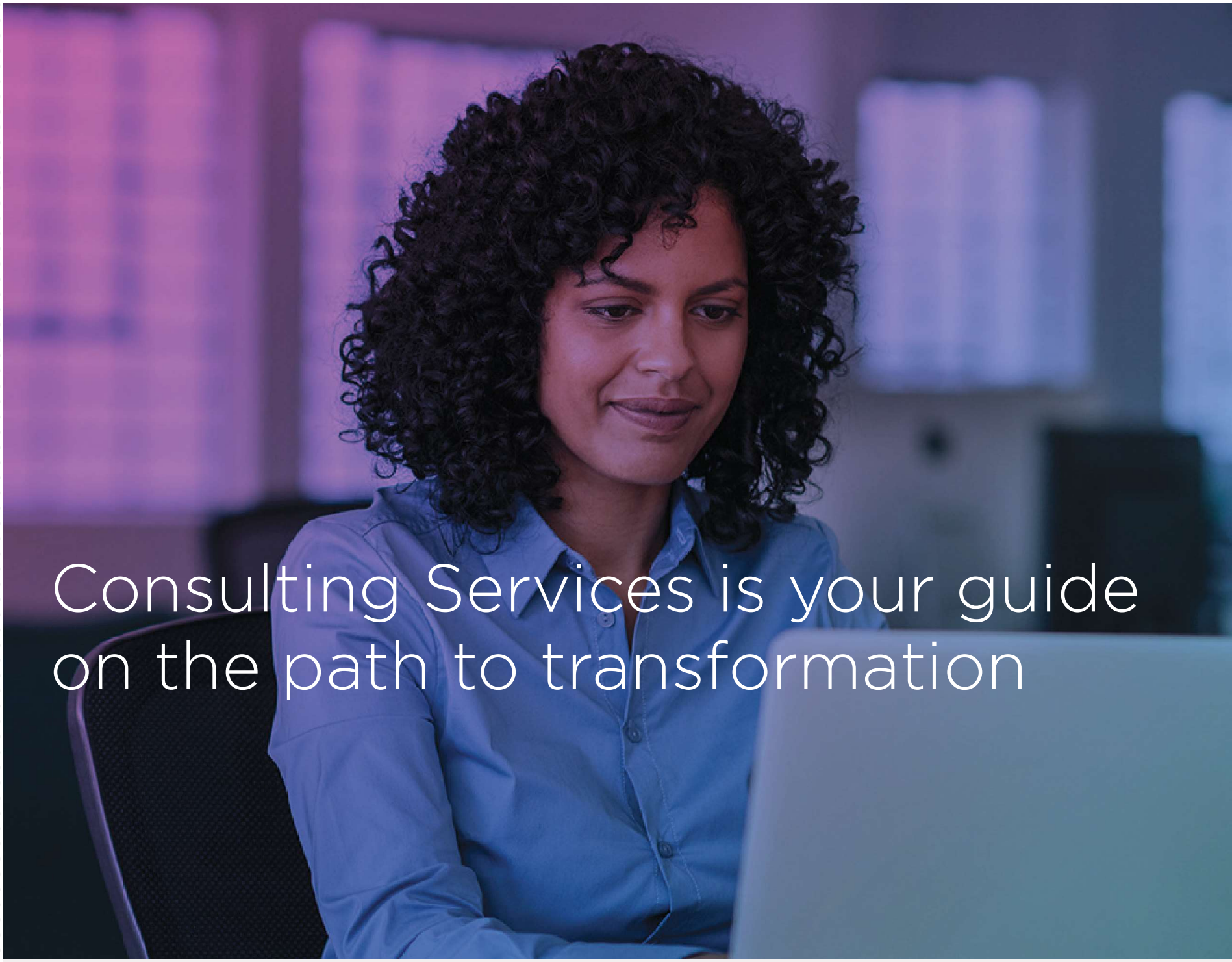
Hyland Global Services knows.

Our teams have been honing methodologies to capitalize on organizational data and content for more than 25 years. No matter how expansive the reach of your solutions, our industry-specific expert consultants are here to guide you to achieve transformative outcomes.

Read on to understand where you are in terms of today's benchmarks for digital maturity and how to get where you need to be.

METHODOLOGY





Consulting Services is your guide on the path to transformation

Uncover opportunities with visibility into your people, processes and technologies.
There is often a very real gap between what is possible and what organizations do with existing resources. Additionally new digital capabilities are emerging every day, often disrupting the status quo across industries.

Visibility into how to get the most out of emerging technologies, as well as technology you already own, will create differentiating opportunities for your organization.

INFORMATION ASSESSMENT

Understand where you are in terms of today's digital capability benchmarks, and how to get to where you need to be.
An information assessment helps you strategically leverage existing Hyland solutions and content assets, and plan for the future.

During an information assessment, our Hyland consultants align your corporate strategies with business level initiatives, providing a blueprint for immediate and long-term success. They analyze the current state of your key processes, challenges, content-driven solutions, supporting governance structure and stakeholders in and outside of your organization.

The engagement documentation includes recommendations outlining specific tactics, milestones and roles to support optimization and expansion efforts, as well as identifies growth requirements and cost-benefit projections.

With a strategic plan in place, you have the blueprint to continually **improve processes and delight your users.**

> The information assessment really helped highlight some of the pain points that we were all incurring, but at the same time where we could start.

DEBORA KLINE
SVP Strategic Projects, Civista Bank

Strategic, efficient discovery methodologies and proven tools yield clear next steps for **high-impact quick wins.**

STRATEGIC WORKSHOP

A quick, hands-on workshop identifies solution opportunities and provides a roadmap for solution optimization, process improvements and quick wins.

Hyland customers often seek advice from Global Services consultants on how to enhance and optimize solutions already in place, or how to leverage their Hyland technology to improve additional processes or business areas.

This is exactly what a strategic workshop helps you do; it is a quick accelerator to impactful outcomes for key areas of your business.

Our consultants begin by analyzing your current processes and solutions, and with that visibility, provide recommendations for optimizing your solutions to yield high value quick wins.

This interactive, one or two-day workshop includes activities and exercises to identify areas of focus and priorities, and can include a Hyland solution demo conducted on-site. Also included is a roadmap with an executive summary and prioritized list of recommendations — including time frames of short- and long-term milestones and best practices for a solution framework that tactically aligns with your strategic vision.

THE VALUE OF A ROADMAP

Industry-specific, expert recommendations that help you meet your goals.

A tactical roadmap often accompanies consulting services including Information Assessments and Strategic Workshops. It provides prioritized recommendations for durations ranging from one to five years. It includes short term, actionable recommendations and, depending on the service, support of a long-term program vision.

The roadmap often contains quantifiable cost estimations and cost-benefit analysis, defined milestones, change management tactics and risk assessments. It is a blueprint for your internal teams creating and augmenting solutions, as well as leaders determining business development trajectories and budgets, and ensuring successful user adoption.

This tool is a proven framework that supports your stakeholders at every level — from end users to leadership.

CHANGE MANAGEMENT

Strategic consulting addresses the needs of your organization's unique culture, and uses proven methods to encourage user adoption of critical solutions.

You'll always find staff who are resistant to change, especially if it involves processes that impact their daily work. When implementing any enterprise solution there will be functional day-to-day changes in individual roles, processes and technology.

We have learned from our more than 15,000 customers that project success rates significantly increase when the people who are impacted understand what is changing and why.

Our change management services provide a structured approach to managing the adoption of Hyland solutions that complements your organization's culture and style. Even small adjustments can have a big impact on employee happiness and user adoption.

PROGRAM MANAGEMENT

Keeping the big picture top of mind, a guided program provides visibility, control and guidance for all of your Hyland projects.

Our program management services enable you to plan and manage multi-year, or concurrent enterprise-wide projects with Hyland experts who are your steady point of contact for all of your content service endeavors. Program management provides visibility into individual projects and supports clear communication channels across all levels, yielding control and benefits not available from managing projects separately.

These consulting engagements are led by Hyland experts who have a deep understanding of your industry, your goals and what steps to take to ensure successful outcomes for the critical solutions you deliver.

No matter where you are in your journey, we'll **ensure you're well-positioned for secure, ongoing, optimal performance** of your evolving content services solutions.

I think certainly [the effort] has helped us change our organization. And I think organizations that are going to be successful are organizations that are constantly evaluating and re-evaluating how they're doing things.

RICHARD J. DUTTON
EVP, Chief Operating Officer, Civista Bank

INFRASTRUCTURE, CAPACITY AND PERFORMANCE PLANNING

Proper planning ensures your Hyland solutions and the people they serve will be well-positioned to operate efficiently, securely and effectively now and into the future.

Without proper planning, the evolution or growth of your solutions can present challenges in areas such as infrastructure, database or solution configuration.

That's where our infrastructure consultants come in — performing deep dives into your infrastructure, database and configuration, and providing guidance in optimizing solutions of all scale. This can be especially valuable before implementation, following go-live and when planning for disaster recovery or high availability.

These assessment services require minimal time on your end and guide you with the specific actions required to maintain high performing, healthy solutions.

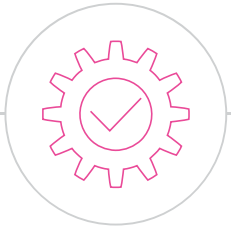
> They've understood our solution, they understand what our needs are and they've been able to make the right design decisions — and help guide us the right way — to make sure the solution overall is the right fit for us.
>
> **HEMANT KOCHHAR**
> Director, Appdev,
> Integration and Mobility,
> Coke One North America (CONA)

Hyland Global Services

You know your business better than anyone; and we know content services for your industry. Trust your business to a content services market leader.

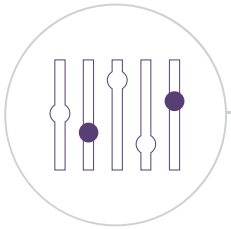
14
vertically aligned disciplines

11 years'
experience on average for the leadership team dedicated to Hyland's core values



2,300
unique engagements annually

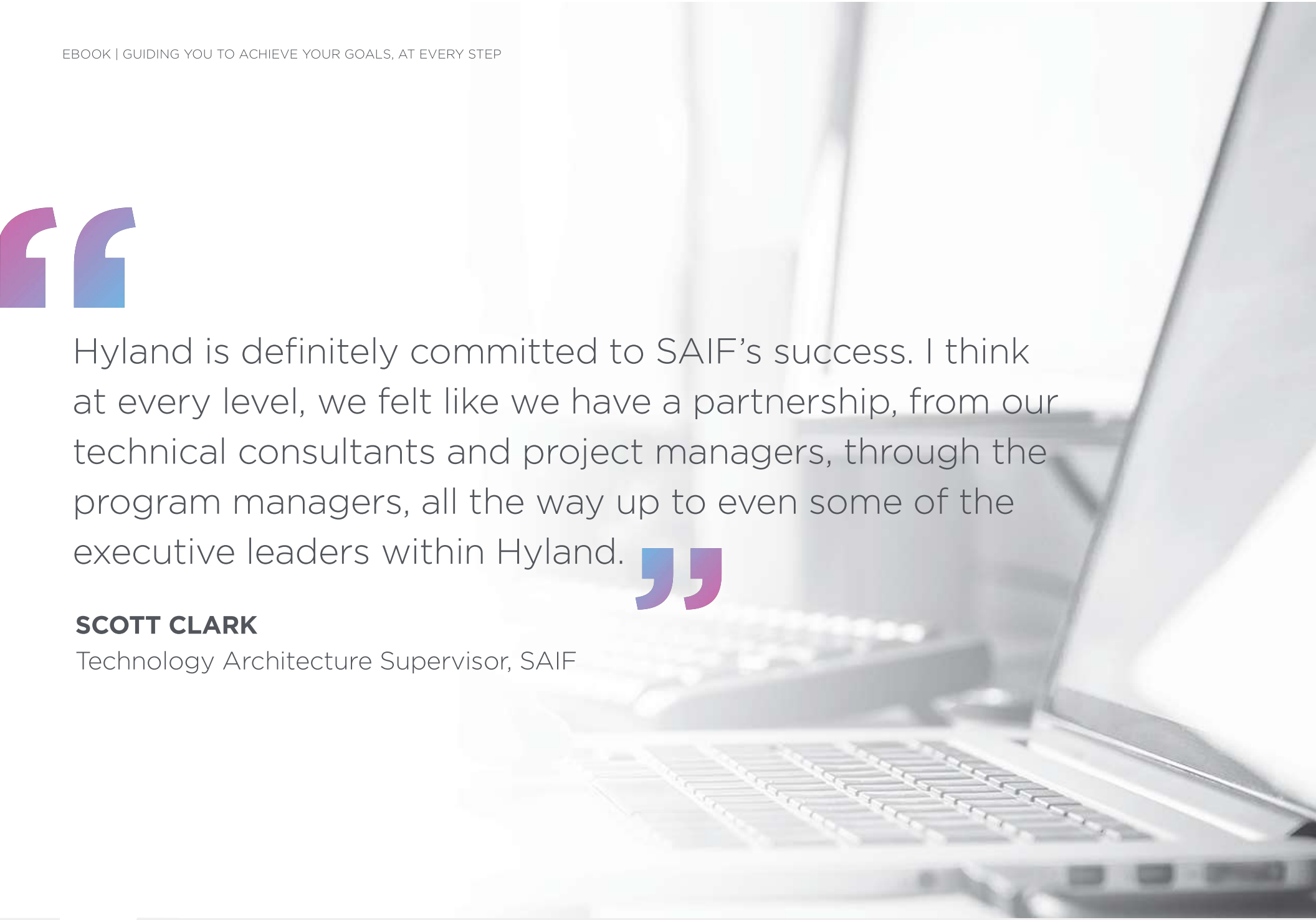
1,300
unique customers annually trust our services



8 years'
experience delivering Hyland solutions for the average consultant

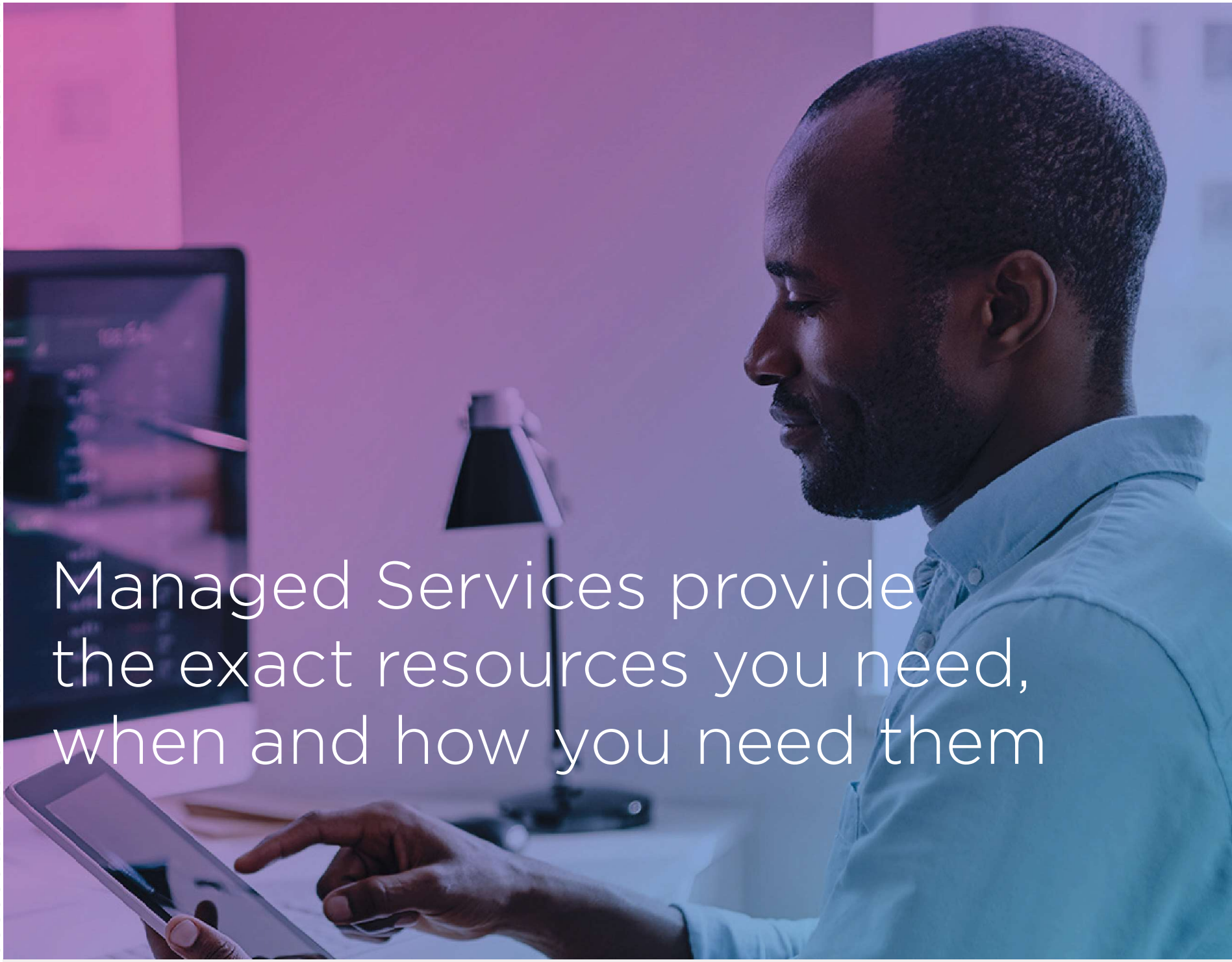
30+
years of growth

90%
of projects delivered on-time and within budget



Hyland is definitely committed to SAIF's success. I think at every level, we felt like we have a partnership, from our technical consultants and project managers, through the program managers, all the way up to even some of the executive leaders within Hyland.

SCOTT CLARK
Technology Architecture Supervisor, SAIF


Managed Services provide
the exact resources you need,
when and how you need them

Maintaining and optimizing your solutions using Managed Services is a proactive and predictable method to ensure best-in-class capabilities that deliver accelerated ROI.

Today's digital capabilities are evolving at an unprecedented pace and many organizations are choosing to employ managed services models for their content services solutions to ensure solutions stay current, optimized and high-performing.

Hyland's Managed Services provide you the peace of mind that your solutions are expertly and securely managed, and that they'll continue to deliver the service, customer experience and return on investment your people expect.

FLEXIBLE LEVELS OF SERVICE TO MEET YOUR RESOURCE NEEDS AND OPERATIONAL BUDGET

Our Managed Services offerings enable you to have the expert guidance and consulting you need, with a level of service and schedule that meets your requirements and operational budget.

Levels of service range from a fully outsourced offering — where Hyland provides a dedicated team for transformative, end-to-end solution delivery and strategic planning — to a more assistive role, supporting your teams with system administration guidance, on-demand consulting, configuration assistance and solution design review.

- **Operate**— Hyland acts on behalf of the customer to execute technical work to resolve incidents and we provide consulting as a service.
- **Enhance**— Hyland acts as the technical owner of the customer solution - adding to or improving existing solutions.
- **Expand**— Hyland acts as the customer IT "application owner," performing technical execution, as well as planning and coordinating activities on behalf of the customer.

> I was able to focus on my priority projects...so working with Hyland was almost like having an extra worker that was available as I needed.
>
> **ELLIE BARRY**
> Enterprise Content Manager,
> Dawn Foods

Managed Services enable you to **achieve enhanced value** at any time in your content services journey.

HANDS-ON COLLABORATION, STRATEGIC CONSULTING AND ON-DEMAND ACCESS TO EXPERTS

With Managed Services, you'll have tight collaboration with expert consultants for your industry. This includes semi-monthly status calls, quarterly solution reviews, reporting, on-demand assistance, strategic consulting, and change management guidance for user adoption.

Our Managed Services consultants also have direct access to more than 600 specialty Global Services resources and experts. This means you have direct access to development, support and integration engineers, ensuring your solutions are high-performing and market-leading.

PAIR YOUR EXPERTS WITH CONTENT SERVICES EXPERTS FOR BEST-IN-CLASS SOLUTIONS

It no longer makes sense to rely solely on in-house IT teams to take on the heavy lifting of content services strategy, solution delivery and optimization.

You know your business best and we know what tools and processes will help get you and your people there. Our team of experts help you stay on top of the newest Hyland software releases, updates, features, enhancements and integration capabilities, giving you the opportunity to continually optimize your solutions and attain faster ROI.

With Managed Services, ensuring your solutions are always at the top of their game is an easy thing to do.

Data Conversion Services eliminate uncertainty for your data migration, conversion and consolidation projects

We have the resources, expertise and proven capabilities to help you.

Whether you need to turn a warehouse of paper into digital files, need to convert terabytes of data from silos or legacy repositories or need to migrate existing databases to a Microsoft® or Oracle® platform, we can help.

CONVERSION SERVICES

Experience matters; partner with our conversion experts to convert from legacy systems to Hyland solutions with confidence.

We are seeing an increased need for our customers to convert large volumes of data from outdated systems to their Hyland platforms.

This is not surprising because your enterprise documents and data are among your organization's most valuable assets. Leveraging the power of a modern content services platform to make your data work better for your organization and those you serve is critically important in today's digital world.

Our dedicated Conversion Services teams can provide the expert guidance and support to enable you to convert with confidence.

We have decades of industry experience delivering on-time, predictable conversion projects with minimal downtime. And our honed methodologies, conversion framework and tools bring visibility and 100 percent file accountability to the project, including proven change management techniques and guidance that ensure a smooth transition for your users.

With multiple service levels — from extraction, to data-mapping, to a turn-key, comprehensive, end-to-end conversion service — we have the proven capabilities to meet your needs.

> The Hyland team got us through a very long 18 months, making the conversion as easy as it could possibly be.
>
> **SENIOR BUSINESS SYSTEMS ANALYST**
>
> Not-for-profit, 400+ bed, academic healthcare organization
>
> Member of Epic Community Connect

It is **people** who enable great institutions to do great things. It's true of your staff of experts and it's true of the **right** technology partners.

DATA MIGRATION SERVICES

Simplify data migration from any system, to any system.

Make your organization's digital content and data work better for you by consolidating data repositories and eliminating content and data silos that inhibit strategic data-sharing and automation. You'll also eliminate the perpetual costs to maintain secure environments of systems that are no longer bringing the value you need.

Our Data Migration team has decades of experience extracting metadata and documents from legacy systems and transforming this data into a customized format that meets your needs. Helping you to minimize IT sprawl and improve return on investment (ROI) of your data and content management investments.

DATABASE PLATFORM MIGRATION

Trust the experts for critical, specialized database work.

You may find at some point that you'll need to migrate Hyland enterprise solutions from one database platform to another, in order to accommodate growth or business requirements.

Our experts are here to help you execute your project securely and effectively. Certified on multiple platforms, including Oracle®, Microsoft® SQL Server® and Sybase®, we know the specific considerations when migrating Hyland solutions from one platform to the other.

IMAGING SERVICES

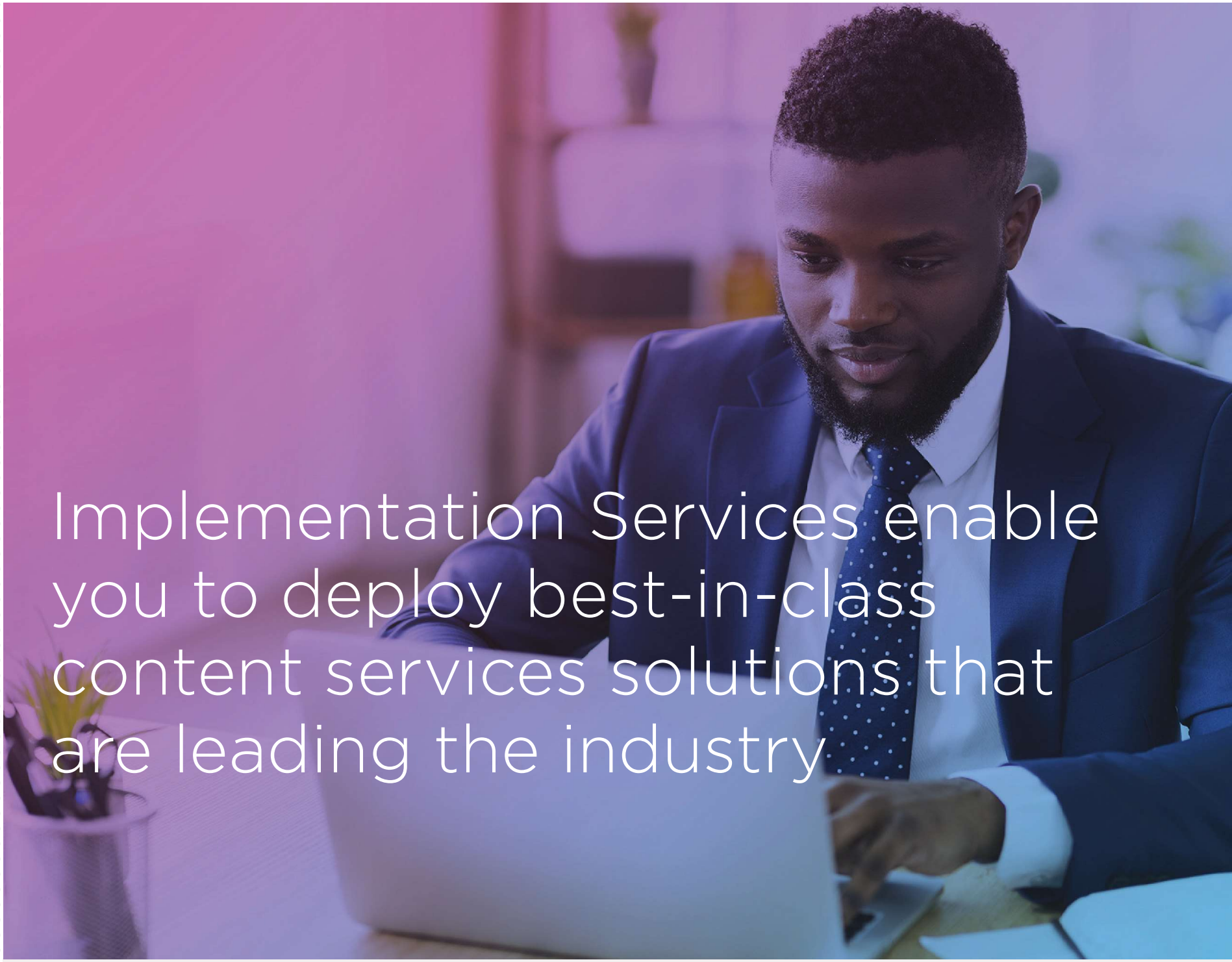
Eliminate your physical document backlog.

The faster your electronic documents are available to your business systems, the sooner your users and business processes will benefit. Instant access to time-sensitive documents, automated business process workflows and records management and accelerated case management are just a few of the benefits.

It doesn't make sense to keep your files in paper, film, or fiche format any longer. When you find that you need day-forward support, indexing or exception handling for a new business unit or process, or just need to have a backlog of files scanned and indexed, our Imaging Services have highly specialized teams who are committed to service and quality.

Organizations who promote the ability to quickly access and deliver critical information at the time employees, customers and stakeholders need it will be best positioned to capitalize on emerging transformative opportunities.

Quickly achieve this by partnering with experts in data-driven, content services solution delivery.



Implementation Services enable you to deploy best-in-class content services solutions that are leading the industry

Ensure your solution meets the needs of your internal and external users — and get it to market predictably.

We understand that you're trusting us in not only for our technical abilities to deliver, but to be an extension of, and partner to, your organization for this transformational work.

IMPLEMENTATION SOLUTION DELIVERY

Rely on the experience of the professionals who have spent more than 25 years delivering the solutions you need.

Our Implementation Solution Delivery teams subscribe to a set of core principles to make every project successful for our customers.

Our industry-aligned consultants and technical experts are dedicated to implementing best-in-class content services solutions that are leading today's digital marketplace. They know the best methods to incorporate highly automated case management and workflow solutions, strategic advanced capture capabilities and secure integrations with major line-of-business systems.

It's about more than technical expertise.

Proven project management is also an integral component to our service models. All Hyland professional services include expert project management that ensures your project stays on track and meets clearly defined goals.

> I think our relationship with Hyland helps give us a competitive advantage as we leverage the software that's incredibly important to deliver services.
>
> **KEN COLLINS**
> Chief Information Officer, SAIF

UPGRADE SERVICES

Protect your business by keeping your software secure, compliant and up-to-date.

Keeping your trusted enterprise software up-to-date with the latest version is one of the easiest methods to remain secure, compliant and resilient in this age of diverse information types, systems and mobile requirements.

Hyland's product releases contain critical support and security features for the latest browsers, operating systems and database versions — as well as thousands of updates and customer-driven enhancements.

When you need assistance, guidance or access to content services experts to ensure your upgrade is efficient and optimal, we are here for you. Our professional services teams simplify upgrading to the latest version of our software, either through our Managed Services or through an Upgrade Services engagement.

Our certified consultants are experts in strategic content services upgrades, performing more than 100 upgrades annually. They understand current integration and interoperability needs, the latest technology changes in our software and the potential impact to your environment.

Working side-by-side with your teams we have the experience in successfully navigating any challenges, ensuring your solutions are always at their best.

Ensure upgrades are using the **best methods** for performance, security and user experience.

Hyland's professional services experts are here when you get started on your content services journey, and as your solutions mature, evolve and expand — we're with you at **every step.**

CUSTOM INTEGRATIONS

Optimize user experiences with ease and interoperability.

We understand organizations are investing in more technology than just the Hyland platform. And as you continue to either maintain legacy systems or invest in new software tools, you need to ensure that you can integrate your Hyland solution with them — either natively, or through a custom integration.

That's why we have a dedicated team of experts who deliver the custom work that you may need. Delivering nearly 2,300 projects annually, our experts can help you integrate your Hyland solutions with existing ERP, SIS, CRM, EMR and other enterprise systems.

Every day our API and integration experts build solutions for customers that provide real time, two-way integrations for the exchange of documents and data, integrating with enterprise systems like:

- Allscripts
- Cerner
- Datatel®
- Epic
- Infor Lawson™
- Meditech
- PeopleSoft®
- Salesforce®
- SAP®
- Workday®

Create optimal user experiences and deliver them in the way consumers want to access what they need. We make it simple for you.

Education Services enables everyone who depends on Hyland solutions to succeed in their role

Learn, practice content services capabilities and strategically evolve your role along with the changes in your organization's digital landscape.

Education Services provides comprehensive role-based training and content services certifications that enable your team to become self-sufficient in maintaining, augmenting and expanding your Hyland solutions. This level of solution ownership enables you to quickly adapt your solutions as your business evolves.

FLEXIBLE ONLINE TRAINING

You can learn from Hyland professionals in an online setting that meets your needs — either in instructor-led classes or through self-paced options that enable you to learn at your own pace. Premium Subscription, our on-demand, online training tool, enables anyone in your organization to get the exact, role-based training they need to become experts.

We understand that you may not know which options or courses will be most beneficial for your role. This is why we created defined learning paths to help you get started. You can easily chart your path with a step-by-step series of courses, organized by job role.

TECHNICAL CONFERENCES OFFERED MULTIPLE TIMES PER YEAR

Our technical user conference, TechQuest, enables your technical teams to participate in hands-on focused training sessions with Hyland and Global Services team members to design, develop and refine your Hyland solution knowledge. You can also renew certifications at any TechQuest.

You will learn the powerful enhancements in the latest release as well as have the opportunity to discuss your current initiatives and discover best practices from the most experienced Hyland content services team in the world.

> The one thing I like is being able to come and talk to fellow system administrators at TechQuest...It's good to get perspective from your fellow techies... Just get an idea of how they do things at their organization, that's really helpful.

RICK WHITE
Senior Business Analyst,
City of Charlotte

ONGOING TRAINING TO MEET EVOLVING BUSINESS NEEDS

Getting your Hyland solutions in-house and into production is only the first step in a dynamic journey that creates competitive, game-changing differentiators for your business. You are in control of this journey and we are here to help you.

All of our training options are available on our website, where you can quickly filter to see the topics and training options best for you. You'll find there are many training options available at no cost.

Learn more at Training.Hyland.com

> It doesn't feel like a vendor, it feels like a partnership, and that's where I would like to get some of our other vendor relationships to. Where you're not speaking to a different person all the time. Where they don't forget where you are and what your business is about.
>
> Hyland remembers that. They know who we are, they know what we're trying to do, big and small, within the project and within our program.
>
> **BRIGITTE HAMILTON**
> Director of Portfolio and Project Management, SAIF

Conclusion

WE'RE HERE FOR YOU WITH EXPERT GUIDANCE THROUGHOUT YOUR CONTENT SERVICES JOURNEY

Our Global Services team members understand your industry. How? Because we employ more than 600 consultants, with dedicated practices including Financial Services, Government, Healthcare, Higher Education, Insurance, Manufacturing and Retail.

So regardless of your business needs, we can help guide you to where you want to be in your content services journey — allowing you to better meet the needs of your organization, and those you serve.

From implementation to expansion and beyond, our specialists are here to guide you — at every step of your journey.

ABOUT HYLAND GLOBAL SERVICES

Hyland Global Services is committed to helping you leverage your talents and technologies to succeed in your goals. Since 1991, Hyland's driving force has been to empower you to continually improve work processes by making information that exists in you organization work better for you. We've been successful for more than 25 years by working side-by-side with you, listening to the real-world challenges you face, and collaborating with you to develop industry-leading content services solutions.

CONTENT SERVICES IN THE HYLAND CLOUD

With more employees working off-site than ever before — including IT staff — organizations like yours need to ensure their employees have access to their critical information where and when they need it. You also need to ensure secure installation and maintenance of your applications and server infrastructure. When your solutions are in the Hyland Cloud, we assume the burden of all of these crucial functions and more. This frees your organization to focus on optimizing your business solutions and doing what you do best: Innovating and providing excellent experiences for your customers.

THE HYLAND CLOUD

The Hyland Cloud is mature, proven and purposefully designed to enable content and process management. With the Hyland Cloud, you not only get access to our industry-leading content services platform and capabilities, you also dramatically simplify how your organization deploys and manages your Hyland solutions. Leveraging a sophisticated multi-cloud architecture, the Hyland Cloud is administered, governed and supported by expert Hyland engineers. The Hyland Cloud delivers both single-instance SaaS solutions, such as OnBase, Perceptive Content and Brainware, and multi-tenant SaaS solutions, including those developed on the Hyland Experience Platform (HxP), like Hyland Experience Capture.

Hyland®

Most importantly: The future of Hyland's content services platform is firmly in the Hyland Cloud. Choosing the Hyland Cloud positions your organization to benefit long-term from our ongoing investment in development while bringing you the immediate advantages of SaaS solution delivery.

THE POWER OF MULTI-CLOUD

We know that our customers must meet demanding performance and availability requirements. That's why the Hyland Cloud leverages a multi-cloud architecture, giving our customers the power and the flexibility to deliver tailored solutions that are optimized for their unique organizational needs and regulatory requirements.

With a robust network of privately managed and select third-party co-located datacenters, the Hyland Cloud enables our customers to bring the right technology to their users reliably around the globe. Hyland also contractually guarantees your data location, which gives you complete transparency and control over where your data resides.

EXPERT SERVICES

Hyland Cloud customers can enjoy peace of mind knowing that their cloud environment is expertly managed 24/7/365.

The Hyland Cloud is managed exclusively by our specially trained and accredited staff, regardless of where your data is housed. This team of dedicated professionals are regularly audited and certified to retain security credentials and ensure they provide top-notch service to customers, regardless of how demanding their compliance standards are or how sensitive their data is.

The Hyland Cloud services include:

- **Operating System, network and firewall configuration**
  - Data integrity authentication
  - Encryption, including in transit and at rest
  - Networking traffic protection
  - Penetration testing and vulnerability scanning
- **Global infrastructure**
  - Redundancy, monitoring and high availability
  - Physical hardware maintenance, security and upgrades
  - Operation software and application installations, updates and upgrades
  - Business continuity and disaster recovery
  - Data replication
- **Compliance and governance**
  - Audits and certifications
  - Legal, regulatory and contractual compliance

HIGH AVAILABILITY

Hyland Cloud provides a redundant, reliable, up-to-date infrastructure in a secure environment for our customers. SaaS solutions include disaster recovery, competitive recovery point objectives (RPO) and recovery time objectives (RTO) — and offering specific service level agreement (SLA) commitments contractually guarantee the availability and uptime of your solution.

To ensure high availability for our customers, we use N+1 redundancy and backup methodology with three copies of data stored across two data centers. The first copy is the data in use; the second is the live backup in the same data center location; and the third is a backup in a secondary data center location, should the first location experience a failure.

SECURITY AND COMPLIANCE

The security of your data and of your customers' private information is the top priority of the Hyland Cloud team.

In the Hyland Cloud, your data is always encrypted and protected:

- **At rest,** while it is being stored
- **In use,** as it is being accessed by authorized users
- **In transit,** when it is transported between servers and the database

The Hyland Cloud meets or exceeds criteria for many leading cloud operational certifications, including:

- NIST
- PCI
- SOC 2
- SOC 3
- ISO 27001
- Cloud Security Alliance (CSA) Registered

We are also committed to helping you achieve your organizational compliance objectives. Our dedicated compliance analysts work hand-in-hand with application security professionals to manage our policies, procedures and documentations that adhere to ISO, HIPPA and NIST guidelines, among others. Talk to our experts to help you identify how the Hyland Cloud can help you address your organizations' regulatory requirements, standards and guidelines.

CONTINUOUS INNOVATION

Hyland has been a pioneer of content services in the cloud since 2004, and through this length of service we've established a proven track record of delivering excellence. We've honed our expertise and provided value and service to more than 1300 lifetime Hyland Cloud customers in 26 countries. We've stored several billion documents — several petabytes of data — for our customers. And we have historically provided **99.99 percent data availability** uptime to our customers. That's not a hypothetical promise: That's what we actually delivered.

Building upon this strong foundation, the Hyland Cloud is at the heart of Hyland's vision for solution development and delivery into the future. Hyland's innovative content services capabilities empowered by the sophisticated Hyland Cloud can drive digital transformation for your workforce and help you provide excellent experiences for your customers.

Learn more at **Hyland.com/Cloud**

Hyland®

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Hyland®

Learn more at **Hyland.com/Services**

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HYLAND VALUE ADD

Hyland is offering the following software-related services in response to this RFP.

Hosting: The premier cloud ECM offering unique benefits where the developer of the software is hosting the solution and Hyland's detailed insight into the infrastructure that best supports our software. For more information, please see the *Content Services in the Hyland Cloud* document in the Attachments section of the procurement site.

Maintenance: Hyland's hosted solutions are inclusive of maintenance for on-premise installations within the customer IT environment to include:

- Support for Hyland product functionality — provided with exceptional customer service
- A comprehensive Technical Support team to handle all aspects of the support process
- Optimized access to Technical Support analysts, who respond to all technical support requests
- Access to the subject matter experts needed to drive issues to resolution
- Advice related to the operation of the implemented software
- Defined escalation process to ensure resolution
- Response to software errors based on confirmed severity level
- A Technical Support advisor who serves as your advocate throughout the support process
- A comprehensive product and solution testing lab to reproduce your environment for acute issue troubleshooting
- Secure, personalized access to Hyland Community for self-service issue resolution, technical reference tools, product documentation, customer forums, product downloads, support issue creation and support issue status reports

Training

Hyland offers an extensive array of training courses covering basic to advanced solutions and techniques to enable our customers to fully leverage their investment in Hyland. We provide classroom, online, self-paced, video, conference and eLearning education programs, giving customers the flexibility to complete training in the way most convenient to them.

- **Instructor-led Courses:** Hyland offers comprehensive training courses to provide both end users and system administrators the knowledge they need to design, install, use, and maintain the OnBase solution. Classroom, online and onsite courses are available. A complete catalog of courses can be found on the Hyland University website at https://university.hyland.com/pages/instructor-led-catalog.
- **eLearning:** Our eLearning courses provide online, on-demand training for specific Hyland solutions and products. These courses can prepare learners for instructor-led courses and serve them as an ongoing reference resource throughout the life of their solution. eLearning is an excellent professional development tool, with courses available for end users, support reps, new employees, seasoned experts and everyone in between. A convenient way to learn, Hyland eLearning can be accessed anytime, anywhere. Explore the growing gallery of Hyland eLearning courses at: https://university.hyland.com/pages/elearning-catalog.
- **Premium Subscription and Alfresco Passport:** These offerings enable strategic training into intelligent capture, AI, enterprise search, security, RPA and more — for both the open source

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Hyland™

and low-code development approaches to content services that are so valuable to digital innovation in every industry. Role-based, guided professional development has never been easier. Learn more about Premium Subscription and Alfresco Passport at: https://university.hyland.com/pages/premium-and-passport.

- **Learning Paths:** Learning Paths are designed to meet the training needs and goals of every member of your Hyland team, providing a sequential roadmap of courses that relate to particular job roles. Learners can focus on the specific courses they need to enhance their skills with Hyland solutions and modules, with a step-by-step guide to mastery. Discover more of about how Learning Paths can unlock professional development and growth for your Hyland users at: https://university.hyland.com/pages/learning-paths
- **TechQuest:** Each year, Hyland offers hands-on technical conferences that teach Hyland solution professionals the latest features and functionality of the software and support our certification programs. Individuals can choose from several sessions throughout the week and interact directly with Hyland development, quality assurance, support, and services staff to get their questions and challenges directly addressed. Hyland has been offering TechQuest for more than a decade. More information on our upcoming TechQuest conferences can be found at: https://training.hyland.com/techquest.

Hyland's Education Services team is passionate about equipping our customers with the knowledge they need to realize the full potential of their Hyland solution. As such, we consistently evolve our training approach and refine the learning material available to our users.

Professional Services

The Hyland Global Services organization provides a broad range of services; from strategic planning and needs assessment, to solution deployment, managed services and training on a global basis. The underlying philosophy of Hyland Global Services is to empower customers to operate, maintain, modify, and extend their Hyland solutions—maximizing the value of their content services investment and minimizing their total cost of ownership over time. Hyland Global Services team members are employed to develop customer competence with the technology and confidence in the potential solution sets they can develop using Hyland content services technology. We use a mentoring approach that builds partnerships, not merely attains customers, which has been recognized by TSIA - the leading association for technology services organizations. TSIA honored Hyland as a 2019 STAR Award winner; read more here: https://news.hyland.com/hyland-presented-star-award-for-technology-services-excellence/.

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

Hyland Global Services offers the following:

- **Implementation Services:** Rely on experienced solution implementation specialists to ensure your configuration, implementation and testing stays on time and within budget to maximize the investment in your Hyland solution.
- **Custom Integrations:** Our API and integration experts design applications and scripts extending Hyland document availability to other systems, including SAP, Infor Lawson,

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Hyland™

PeopleSoft, Ellucian, Workday, Salesforce, and to kiosks, web portals and WorkView Case Manager.

- **Upgrade Services:** Collaborate with our experts for upgrade assistance or guidance, especially when a Hyland solution is multiple versions behind, the upgrade has high visibility or tight deadlines, or involves multiple technologies, integrations or custom solutions.
- **Conversion Services:** Work collaboratively with our certified, experienced conversion experts to bring your legacy documents and data into your new or existing Hyland solution.
- **Database Platform Migration:** Whether upgrading to a new version of an existing database, or migrating to a new platform, our Oracle and Microsoft certified database engineers partner with you, ensuring a seamless transition.
- **Education:** Hyland education programs reflect a mentorship approach to customer technical and solution training. Hyland executes an industry-recognized, certification program supporting the career and professional development of both business and IT professionals.
- **Business Process Outsourcing:** Outsource scanning and indexing of high document volume areas of your organization, enabling rapid accessibility of documents—whether from the Hyland Cloud or your enterprise systems—utilizing our automated workflow and integration capabilities.
- **Staff Augmentation:** Our certified experts join your team for a project you've defined—including Workflow, WorkView and advanced capture projects—but don't have resources in-house to execute in required timeframes.
- **Enterprise Planning:** We work with you to identify and roadmap how to maximize your Hyland investment, and ensure your solutions continue to meet evolving enterprise goals—including improved service, ROI and risk mitigation.
- **Infrastructure Planning:** Expert analysis and guidance ensure optimal performance of your Hyland solutions, equipping you to maintain high-performing solutions despite changing workloads, requirements and SLAs.
- **Program Management:** Perpetual support for multiple enterprise-wide projects promotes a close understanding of your users, systems and ongoing success criteria, ensuring alignment with executive vision and continued project success.
- **Consulting Services:** In all we do, Hyland Global Services professionals strive to be your trusted advisors and enterprise technology consultants. Our Global Services customers find their solutions are built to evolve with their business. They consistently earn quantifiable ROI, both immediate and over time.
- **Change Management:** Having a structured approach to manage change is proven to significantly increase overall project success and user adoption rates. Ours is built on a four-tier framework, scalable based on your needs.
- **Project Management:** Leverage our experienced and certified project managers to ensure your project stays on track, on time and within budget, while providing a single-point-of-contact for your organization.

Some additional Services offering include:

Managed Services: Hyland Managed Services subscription levels strategically support the maintenance, enhancement, development and optimization of your key solutions at the service level that’s right for each customer offering:

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- Advisory services: Hyland's experts provide an allotment of consultation sessions, which can be conducted remotely.
- Expert recommendations: Our team provides configuration recommendations, best practices, design reviews, and troubleshooting help.
- Day-to-day application management: Our experts cover the core capabilities of system administration so staff can focus on business.
- Proactive support for greater system stability: Our team executes technical work and resolves incidents. We also provide consulting as a service.
- Change execution for existing solutions: Our experts will manage change execution against existing solutions, including software upgrades.
- Technical ownership: We act as the technical owner of the customer's solutions – adding to or improving existing solutions.
- Continuous execution of change: Our experts will manage continuous execution of change for new uses of software.
- Application ownership: We act as the IT application owner, performing technical execution, plus planning and coordinating activities.

Imaging Services: Hyland's document imaging services expertise makes the valuable information in paper records and documents available to everyone who needs it, when they need it. Document imaging services simplifies file management processes with expert consultants for quick, secure access to critical documents and information, while mitigating risk and support reporting, audit planning and compliance efforts.

- Imaging services for today’s workplace
- Scanning and indexing
- Index-only
- Film conversion
- Microfilm and microfiche
- Cloud hosting
- Physical storage
- Secure destruction
- Support compliance with industry requirements - Our staff have expertise in:
- Confidentiality
- Industry compliance requirements
- Audits
- Disaster recovery
- Document security
- Records management

For more information on our Services offerings, please see the *Global Services Ebook* attachment or our website: https://www.hyland.com/en/solutions/services.

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NOTICE

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AUTHORIZED DISTRIBUTORS/DEALERS

Hyland provides the following list of current partners who are authorized to accept purchase orders and payments under this opportunity. Hyland reserves the right to modify this list as needed during the duration of this opportunity, per the terms of the negotiated contract:

Distributor/Dealer	Address	Website
3SG Plus, LLC	8415 Pulsar Place, Suite 300 Columbus, OH 43240	www.3sgplus.com
Databank, IMX	458 Pike Road Huntingdon Valley, PA 19007	www.databankimx.com
eDocs Technologies	700 River Ave. Pittsburgh, Pennsylvania 15212	www.edocstechnologies.com
i3-Imagesoft, LLC	200 W. 2nd St., #582 Royal Oak, Michigan 48068	www.imagesoftinc.com
Initium Softworks LLC	801 International Parkway, Floor 5 Lake Mary, FL 32746	www.iswhub.com
Integrated Data Products	172 Lindemann Drive Iowa City, Iowa 52245	www.idp2020.com
Keymark, Inc.	105 Tech Lane Liberty, South Carolina 29657	www.keymarkinc.com
Konica Minolta Business Solutions	2120 Washington, Suite 450 Arlington, VA 22204	www.kmbs.konicaminolta.us
Naviant, Inc.	201 Praine heights Drive Verona, WI 53593	www.naviant.com
Paperless Solutions, Inc.	3580 Progress Drive, Suite A Bensalem, PA 19020	www.paperless.com
Sharp Business Systems	8670 Argent Street Santee, California 92071	www.sharp-sbs.com
Versivo	7051 Heathcote Village Way, Ste. 235 Gainesville, VA	www.versivo.com
Xerox Corporation	6836 Austin Center Blvd., Suite 300 Austin, TX 78731	www.xerox.com

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HYLAND MASTER AGREEMENT

This Master Agreement is a binding agreement between [CUSTOMER'S NAME AND ADDRESS] ("Customer") and Hyland _____ ("Hyland") effective as of the Effective Date, and consists of this document, all schedules referred to herein and/or in an Order Form (each, a "Schedule"), and all Services Proposals and Order Forms issued hereunder (collectively the "Agreement"). As of the Effective Date, the following schedules are incorporated into this Agreement by reference:

☒ General Terms Schedule

☒ Software-as-a-Service Schedule, available at: https://legal.hyland.com/Customer-Legal-Center#contracts-software-as-a-service-schedule

All products or services which may be licensed or purchased by Customer from Hyland from time to time shall be governed by this Agreement. Customer specifically represents and warrants to Hyland that Customer has read and understands all of the terms and conditions contained in this Agreement, including all the schedules referenced above and/or in any Order Form, prior to entering into this Agreement.

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

[CUSTOMER'S NAME]	**Hyland**
By:	By:
Name: (Print)	Name: (Print)
Title:	Title:
Date:	Date:
	Hyland Legal
	Approved By:
	Date:

SAMPLE

GENERAL TERMS SCHEDULE

This General Terms Schedule ("General Terms" or "General Terms Schedule") includes terms that will apply to any product license or service you purchase from Hyland. Other Schedules will have more specific terms relevant to the product licensee or service governed by that Schedule. If there is a conflict between the terms of this General Terms Schedule and any other Schedule, the other Schedule shall control with respect to the subject matter of such Schedule. In the event the same topic is addressed in both the General Terms Schedule and any other Schedule but the terms do not conflict, the terms of both the General Terms Schedule and the Schedule shall apply. Capitalized terms used in this General Terms Schedule may be defined within this Schedule or within other Schedules to which they are applicable.

1. TERM; TERMINATION; SURVIVAL OF PROVISIONS AFTER EXPIRATION OR TERMINATION.

1.1 Term of the Agreement and Product Subscription(s). The Agreement shall have a term commencing on the Effective Date, and will continue until all Product Subscriptions have expired or been terminated. The term of a Product Subscription shall be the Initial Term, and such term shall automatically renew for additional periods of one (1) year unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the then-current term. In the event Customer purchases add-on licenses or services to a Product Subscription via an Order Form or purchase order, the term of such add-on licenses or service shall run coterminous with the existing applicable Product Subscription, unless otherwise stated via an Order Form.

1.2 Termination By Either Party.

1.2.1 Either party may terminate the Agreement effective immediately upon written notice to the other party, if the other party has committed a breach of a material provision of the Agreement and has failed to cure the breach within thirty (30) days after the receipt of written notice of the breach given by the non-breaching party; provided, that Hyland shall not be required to give any opportunity to cure any breach in the case of a Prohibited Act or breach of the U.S. Government End User restriction, all of which are considered for all purposes to be material provisions of this Agreement.

1.2.2 If, in the reasonable opinion of Customer or Hyland, the compliance by either party with the terms of the Agreement will be in violation of any law or regulation implemented or modified after the Effective Date, Customer or Hyland, as the case may be, may terminate the applicable license or services under the Agreement, upon thirty (30) days written notice to the other party.

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

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

1.3.2 *Survival of Certain Obligations*. All provisions of the Agreement which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied. For clarity, this includes all provisions under these General Terms other than the Marketing and Publicity provision.

1.3.3 *Additional Effects or Consequences of Termination.* Upon termination of the Agreement, any license to use the Software or Hyland Cloud Service will automatically terminate without other or further action on the part of any party; and Customer shall immediately: (a) discontinue any and all use of the Software, Documentation, and, if applicable, Hyland Cloud Service; and (b) in the case of Software and Documentation within Customer's control, either: (i) return the Software and Documentation to Hyland, or (ii) with the prior permission of Hyland, destroy the Software and Documentation and certify in writing to Hyland that Customer has completed such destruction.

2. PAYMENT TERMS.

2.1 Invoicing. All invoices shall be sent electronically by Hyland to the other party to the attention of "Accounts Payable," or to such other person or department as the other party may specify from time to time by written notice to Hyland. In the event any invoice contains a billing error which is discovered by Hyland, Hyland may issue a new invoice to correct the error.

2.2 General Payment Terms. So long as Customer is not in default of any payment obligations under this Agreement, except as otherwise provided in this Agreement, Customer shall pay in full all Undisputed Amounts within thirty (30) days after the receipt of such invoice. "Undisputed Amounts" means all amounts on any invoice for which Customer has not provided written notice to Hyland, prior to the invoice due date, setting forth Customer's good faith objections to payment of such invoice amounts. With respect to any annual fees, Hyland may increase or decrease the fees invoiced if the value of the currency used, determined based on the currency's exchange rate to USD as tracked and published by the Wall Street Journal, has fluctuated by ten percent (10%) or more between the beginning of the prior annual period and the applicable invoice date.

SAMPLE

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

2.4 Resolution of Invoice Disputes. In the case of any Disputed Amount (as defined below) that are timely disputed in accordance with this Section, both parties will use reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. Any amounts not timely disputed in accordance with the preceding sentence shall be deemed to be undisputed and shall be payable in accordance with the terms of this Agreement. If any Disputed Amount remains disputed in good faith after such 30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties' executive managers are unable to resolve the dispute within ten (10) calendar days of such meeting, either party thereafter may file litigation in a court of competent jurisdiction to seek resolution of the dispute. As used herein, "Disputed Amounts" means those amounts on any invoice for which the invoiced party has provided written notice to Hyland, prior to the invoice due date, setting forth such party's good faith objections to payment of such amounts.

2.5 Certain Remedies For Non-Payment or For Late Payment. At the election of Hyland, exercisable by written notice to Customer, any past due amounts (except properly Disputed Amounts in accordance with this Agreement) under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of: (a) any default by Customer in the payment of any Undisputed Amounts, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment; or (b) any failure of the parties to resolve a dispute relating to a Disputed Amount within sixty (60) days (or such other period mutually agreed by the parties in writing) following Hyland's receipt of the written notice timely disputing payment of such amounts, Hyland shall have the right to suspend or cease the provision of any services under this Agreement or any Services Proposal, including, if applicable, the delivery of any Upgrades and Enhancements to Customer, unless and until such default shall have been cured or such dispute has been resolved, as applicable.

2.6 Currency; Delivery of Tangible Keys and CDs. All fees, costs and expenses shall be determined and invoiced in, and all payments required to be made in connection with this Agreement shall be made in the currency identified in the applicable Order Form or purchase order accepted by Hyland. Delivery of tangible keys or CDs, if any, shall be F.O.B. Hyland's (or its affiliate's) offices.

2.7 Training. Hyland offers training courses to Customer and its employees as described on Hyland's training web portal (currently https://training.onbase.com). Training fees for such courses shall be determined at Hyland's retail prices in effect at the time Customer registers for training. Hyland shall invoice Customer for applicable training fees upon Customer's registration for each training course and such invoice shall be due and payable in accordance with this Agreement. In the event that Customer prepays for training, then such prepaid training shall expire twelve (12) months from the date Hyland accepts Customer's purchase order for such training or the Effective Date of the applicable Order Form for such training, whichever is earlier.

3. CONFIDENTIAL INFORMATION.

3.1 "Confidential Information" shall be such information disclosed hereunder that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without reference to the other party's information.

3.2 Each party agrees that, with respect to the Confidential Information of the other party, or its affiliates, such party as a recipient shall use the same degree of care to protect the other party's Confidential Information that such party uses to protect its own confidential information, but in any event not less than reasonable care, and not use or disclose to any third party any such Confidential Information, except as may be required by law or court order or as provided under this Agreement. Each party shall be liable and responsible for any breach of this Section committed by any of such party's employees, agents, consultants, contractors or representatives.

4. OWNERSHIP AND PROHIBITED CONDUCT.

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4.1 Ownership. Hyland and its suppliers own the Software, Work Products, Documentation, Hyland Cloud Services, Add-On Services, and Innovations, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the foregoing. The Software, Documentation, Hyland Cloud Services, Add-On Services, and Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software, Hyland Cloud Services, Add-On Services, Innovations or Work Products are transferred to Customer. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software, Hyland Cloud Service, Add-On Services, Documentation, or Work Products, except for the limited express rights granted in this Agreement. Customer acknowledges and agrees that, with respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software, Hyland Cloud Services, and Add-On Services, and Hyland's policies respecting Upgrades and Enhancements (including but not limited to its release process). THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. At no time shall Customer file or obtain any lien or security interest in or on any components of the Software, Hyland Cloud Service, Add-On Services, Documentation, or Work Products.

4.2 Prohibited Conduct. Customer agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear on or during the use of the Software, Work Products, Documentation, Hyland Cloud Services, or Add-On Services; (b) sell, transfer, rent, lease or sub-license the Software, Work Products, Documentation, Hyland Cloud Services, or Add-On Services to any third party; (c) except as expressly permitted with respect to Work Products, alter or modify the Software, Work Products, Hyland Cloud Services, Add-On Services, or Documentation; or (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Software, Work Products, Documentation, Hyland Cloud Services, or Add-On Services, or prepare derivative works therefrom.

5. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN THIS AGREEMENT, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, HYLAND CLOUD SERVICE (INCLUDING ANY SOFTWARE OR HARDWARE), ADD-ON SERVICES, WORK PRODUCTS, INNOVATIONS, INFORMATION, MAINTENANCE AND SUPPORT, PROFESSIONAL SERVICES OR ANY OTHER SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SERVICES PROPOSAL. HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT, HYLAND CLOUD SERVICE, ADD-ON SERVICES, PROFESSIONAL SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE, HYLAND CLOUD SERVICE, ADD-ON SERVICES, OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, HYLAND AND ITS SUPPLIERS DO NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

HYLAND SPECIFICALLY ASSUMES NO RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, WORK PRODUCTS, ADD-ON SERVICES, MAINTENANCE AND SUPPORT, HYLAND CLOUD SERVICE AND PROFESSIONAL SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE, HYLAND CLOUD SERVICES, ADD-ON SERVICES, OR WORK PRODUCTS USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE, HYLAND CLOUD SERVICE, AND WORK PRODUCTS "AS IS."

No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

6. LIMITATIONS OF LIABILITY.

NEITHER PARTY NOR ANY OF ITS AFFILIATES (AND IN THE CASE OF HYLAND, ITS SUPPLIERS) SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, GOODWILL, SAVINGS OR PROFITS (EXCLUDING FEES DUE UNDER THIS AGREEMENT), LOSS OR CORRUPTION OF DATA OR PROGRAMS, COSTS OF REPLACEMENT OR THE REMEDY OF COVER, OR BUSINESS INTERRUPTION DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, EXPENSES OR COSTS.

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HYLAND'S (INCLUDING ITS AFFILIATES AND SUPPLIERS) TOTAL, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED UNDER IT, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO HYLAND BY CUSTOMER (LESS ANY REFUNDS OR CREDITS) FOR THE USE OF THE PRODUCTS OR PROVISION OF THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED TO CUSTOMER FREE OF CHARGE (SUCH AS EVALUATION SOFTWARE OR SERVICES), NEITHER HYLAND NOR ANY OF ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR DIRECT DAMAGES.

THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL NOT APPLY: (1) TO THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY LAW, (2) PAYMENTS TO A THIRD PARTY ARISING FROM HYLAND'S INDEMNIFICATION OBLIGATION FOR INTELLECTUAL PROPERTY INFRINGEMENT; OR (3) TO ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S OR CONTRACTOR'S OR COMMUNITY CONNECT USER'S PROHIBITED ACTS.

IF CUSTOMER USES THE SOFTWARE, HYLAND CLOUD SERVICE, ADD-ON SERVICES OR EQUIPMENT (AS THE CASE MAY BE) IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE, HYLAND CLOUD SERVICES, ADD-ON SERVICES OR EQUIPMENT DO NOT OFFER MEDICAL INTERPRETATIONS OF DATA, DIAGNOSE PATIENTS, OR RECOMMEND THERAPY OR TREATMENT; THE SOFTWARE, HYLAND CLOUD SERVICE, ADD-ON SERVICES AND EQUIPMENT ARE AN INFORMATION RESOURCE AND IS NOT A SUBSTITUTE FOR THE SKILL, JUDGMENT AND KNOWLEDGE OF CUSTOMER'S USERS OF THE SOFTWARE, HYLAND CLOUD SERVICE, ADD-ON SERVICES OR EQUIPMENT IN THE PROVISION OF HEALTHCARE SERVICES. IN ADDITION TO THE LIMITATIONS OF LIABILITY PROVIDED HEREIN, HYLAND SHALL NOT HAVE ANY LIABILITY FOR ANY ASPECT OF HEALTHCARE SERVICES PROVIDED BY CUSTOMER IN CONJUNCTION WITH ITS USE OF THE SOFTWARE, HYLAND CLOUD SERVICE, ADD-ON SERVICES OR EQUIPMENT.

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

8. INSURANCE REQUIREMENTS.

Hyland will maintain and keep in force the following insurance coverage:

(i) Worker's Compensation and Employer's Liability Insurance Coverage (as applicable). In the case of coverage of US employees, the worker's compensation coverage shall be in the minimum amounts required by statute, and the Employer's Liability Insurance Coverage shall be USD $1,000,000 bodily injury each accident, USD $1,000,000 bodily injury by disease each employee and policy limit. In the case of coverage for UK employees, the policy limits under the Employer's Liability Insurance Coverage shall be GBP 5,000,000;

(ii) General Liability Insurance Coverage. The policy limit under the General Liability Insurance Coverage shall be USD$1,000,000.00 per occurrence and USD $2,000,000,00 in aggregate;

(iii) Automobile Liability Insurance Coverage. The policy limit under the Automobile Liability Insurance Coverage policy shall be for USD $1,000,000.00 per occurrence;

(iv) Cyber Liability Insurance: The policy limit under the Cyber Liability Insurance Coverage shall be for USD $5,000,000.00 per claim;

(v) Professional Liability (Errors & Omissions): The policy limit under the Professional Liability Insurance Coverage shall be for USD $5,000,000.00 per claim;

SAMPLE

Hyland shall provide a certificate of insurance listing the above coverages upon Customer's reasonable request.

9. GENERAL PROVISIONS.

9.1. Affiliate Rights. Affiliates of Customer will have rights to use the Software or Hyland Cloud Services purchased pursuant to an Order Form to the extent such Affiliate(s) are identified on such Order Form (an "Authorized Affiliate"). The Customer shall be responsible for any breaches of this Agreement by any such Authorized Affiliate as if such Authorized Affiliate was the Customer.

9.2. Governing Law; Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Cuyahoga County, Ohio.

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

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

9.5. Integration. This Agreement constitutes the entire Agreement among the parties with respect to the subject matter of this Agreement, including any schedules, Order Forms, or attachments that may be referenced. No provision of this Agreement will be deemed waived, amended or modified by any of the parties, unless such waiver, amendment or modification is made in writing and signed by authorized representatives of all the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. This Agreement supersedes all previous agreements between or among any of the parties relating to the subject matter hereof. Customer acknowledges and agrees in entering into this Agreement and its purchases hereunder are not contingent on the availability of any future functionality, features, programs, or services. The parties specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any purchase order or other electronic, written or oral communication are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

9.6. Notices. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under the Agreement shall be deemed effective when made in writing and sent to each party, by either: (a) reputable overnight courier, specifying next day delivery to the address specified in the Agreement or last known business address of such party; or (b) email to the address specified in the Agreement or such other email address provided by such party for such purpose, without receipt of a notice of failed delivery.

In cases where the Hyland contracting party is not Hyland Software, Inc., all notices shall also be sent with copy to:

Hyland Software, Inc.
28105 Clemens Road
Westlake, OH 44145
Attn: General Counsel
hylandcontracts@hyland.com

9.7. Binding Effect; No Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Except as otherwise set forth in this Agreement, neither party may assign, transfer or sublicense all or part of this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by a party of this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of such party's assets that assumes in writing all of such party's obligations and duties under this Agreement. Notwithstanding anything to the contrary, Hyland may assign this Agreement to any Hyland affiliate without the consent of the other party upon written notice to the other party. Any assignment made without compliance with the section shall be null and void and of no force or effect. The parties agree that Hyland may assign or subcontract all or part of its obligations contemplated by this Agreement to a Hyland affiliate.

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9.8. Severability. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

9.9. Subcontracting. Hyland may subcontract all or any part of the services, provided that Hyland shall remain responsible to Customer for the provision of any subcontracted services.

9.10. Independent Contractor. The parties hereto are independent contractors under this Agreement and nothing in this Agreement (or any Schedule hereto) authorizes a party to act as a legal representative or agent of the other party for any purpose or to commit the other party to any obligations with a third party, including, but not limited to, any obligations related to such other party's employees. It is expressly understood that this Agreement does not establish a franchise relationship, partnership, principal-agent relationship or joint venture.

9.11. Export. Any Software, Hyland Cloud Service, Add-On Services, Work Products or Documentation provided under this Agreement are subject to export control laws and regulations of the United States and other jurisdictions. Customer hereto agrees to comply fully with all relevant export control laws and regulations, including the regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software, Hyland Cloud Service, Add-On Services, Work Products or Documentation is not exported in violation of United States of America law or the laws and regulations of other jurisdictions. Customer agrees that it will not export or re-export Hyland's Software, Hyland Cloud Service, Add-On Services, Work Products or Documentation to any organizations or nationals in the United States embargoed territories of Cuba, Iran, North Korea, Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. Customer shall not use Hyland's Software, Hyland Cloud Service, Add-On Services, Work Products, or Documentation for any prohibited end uses under applicable laws and regulations of the United States and other jurisdictions, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America and other jurisdictions.

9.12. Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to Confidential Information and intellectual property rights may not be adequate for the aggrieved party's protection and, accordingly, the aggrieved party shall have the right to seek, in addition to any other relief and remedies available to it, specific performance and/or injunctive relief to enforce the provisions of this Agreement.

9.13. Non-Solicitation; No-Hire. During the term of this Agreement and for one (1) year after the expiration or termination of this Agreement, neither party will:

(a) solicit for employment or for engagement as an independent contractor for the soliciting party or for any other third party a person who is or was an employee of the other party, or otherwise encourage or assist any such person to leave the employ of the other party for any reason, in each case at any time during such person's employment by the other party or within one (1) year after such person has ceased to be an employee of the other party; or

(b) hire or engage, directly or indirectly, as an employee or independent contractor a person: (i) with whom the hiring party had contact or who became known to the hiring party in connection with this Agreement; and (ii) who is or was an employee of the other party, in each case at any time during such person's employment by the other party or within one year (1) after such person has ceased to be an employee of the other party.

Each violation of this provision by a party entitles the other party to liquidated damages (not a penalty) in an amount equal to the greater of: (i) $50,000.00, or (ii) 100% of the employee's annual earnings immediately prior to leaving the other party's service, and, in either case, all costs associated with the collection of such liquidated damages, including, but not limited to, reasonable attorneys' fees. A general advertisement or a request for employment that is initiated exclusively by an employee of the other party shall not be considered a solicitation pursuant to this Section. The parties agree that this provision survives the termination of this Agreement.

9.14. Marketing and Publicity.

From time to time, upon the reasonable request of Hyland, Customer agrees to make one or more employees available: (i) for telephone interviews with Hyland and/or third parties, relating to Hyland, the Software, Customer's use of the Software, the benefits Customer has derived from the Software or similar topics; and (ii) to participate in customer site visits. Hyland agrees that it shall reimburse Customer for any out-of-pocket travel, lodging, registration and meals costs and expenses that are incurred by any such employees of Customer in connection with any off site visit if applicable, provided that such costs and expenses

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are reimbursable in accordance with Hyland's expense reimbursement policies.

Either party may, with prior approval of the other party, prepare and issue a press release referring to the other party and relating to the signing of this Agreement, the scope of the relationship and the Software solution established under this Agreement.

Hyland may, with the prior approval of Customer, prepare, publish and distribute, for its sales, marketing and advertising purposes, one or more case studies describing any or all of the applications for which the Software will be used by Customer (e.g., Accounts Payable).

Except as specifically permitted herein, or as necessary to perform its obligations under this Agreement, neither party shall, without the prior written consent of the other party, use the names, services marks or trademarks of such other party nor the name of any employee of such other party, or reveal the existence of or terms of this Agreement, in any advertising or publicity release or promotional literature.

9.15. Counterparts. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the Agreement.

9.16. Expenses. Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

9.17. Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement or that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 99 or similar laws; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this Agreement as it applies to their respective software products.

9.18. GRaaS Services. If Customer is purchasing GRaaS Services, GRaaS Services are not governed by the terms of this Agreement, but instead are subject to the GRaaS Services Terms and Conditions, which are available at https://www.hyland.com/en/legal/graas-terms-conditions.

9.19. Hyland Content Portal. If Customer is purchasing a hosted version of the Hyland Content Portal, such hosted version of the Hyland Content Portal is not governed by the terms of this Agreement, but instead is subject to the Hyland Content Portal Terms of Use, which are available at https://legal.hyland.com/Customer-Legal-Center#hyland-portal-termsandconditions.

10. DEFINED TERMS.

The defined terms below shall have the meaning ascribed to them below as used throughout the Agreement. Specific Schedules may also include additional defined terms that are relevant to the terms of that Schedule and these General Terms. Defined terms below may also incorporate defined terms that are defined in a particular Schedule, only if applicable. In the event the same defined term is defined in two (2) or more Schedules, the term shall be given the meaning defined in each Schedule with respect to that Schedule, and, if the term is also used within the General Terms Schedule, the General Terms Schedule shall be interpreted to include all definitions, as the context requires.

"Add-On Service" means a software as a service offering provided by Hyland that provides additional or separate functionality or service to Customer's Software solution or Hyland Cloud Service.

"Affiliate" of the Customer means an entity that has control of, is under control by, or is under common control with the Customer, either directly or indirectly through one or more other entities that have control of, are under control by, or are under common control with the Customer. The term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity through the ownership of at least 50% of voting securities.

"Effective Date" means (i) with respect to this Agreement, the date this Agreement is signed by the last party that signs this Agreement; and (ii) with respect to an Order Form, unless otherwise stated in the Order Form, the date such Order Form is signed by the last party that signs such Order Form.

"GRaaS Services" means the Policy Center Solution and Data Sets to which Customer has purchased a subscription under an Order Form, which is available at https://www.hyland.com/en/legal/graas-terms-conditions.

"Hyland Content Portal" means: (a) a portal solution that comprises of both content, via portal pages, and online forms enabling Customer to manage content, forms and data in one centralized place; and (b) is hosted by a third party software vendor of Hyland.

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"Initial Term" means the Initial Term as defined in the applicable Order Form which Customer has purchased the applicable Product Subscription(s).

"Innovations" means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of the Agreement (including any Services Proposal).

"Order Form" means a document signed by authorized representatives of each party describing the Software or other products or services purchased, associated fees, and other terms agreed to by the parties.

"Product Subscription" means a subscription to any product or service purchased or licensed by Customer and governed by the Agreement.

"Prohibited Act" or "Prohibited Acts" means any action taken by Customer that is: (i) in violation of the license provisions of any Schedule of this Agreement; (ii) contrary to the ownership provision of the General Terms; (iii) in violation of the Prohibited Conduct provisions of the General Terms; or (iv) in violation of any term of the Agreement that is identified to be a Prohibited Act.

"Software" means: except as otherwise expressly stated in a particular Schedule, (a) Hyland's proprietary software products identified in an Order Form and/or for which Customer submits a written purchase order to Hyland (or an authorized channel partner, if applicable) that Hyland accepts and fulfills, including, in each case, third party software bundled by Hyland together with Hyland's proprietary software products as a unified product; and (b) all Upgrades and Enhancements of the software products described in clause (a) which Customer properly obtains pursuant to this Agreement or an agreement with one of Hyland's authorized Channel Partners, as the case may be. Software does not include Alfresco Community Versions, Hyland Content Portal or GRasS Services.

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HYLAND MASTER AGREEMENT

This Master Agreement is a binding agreement between [CUSTOMER'S NAME AND ADDRESS] ("Customer") and Hyland _____ ("Hyland") effective as of the Effective Date, and consists of this document, all schedules referred to herein and/or in an Order Form (each, a "Schedule"), and all Services Proposals and Order Forms issued hereunder (collectively the "Agreement"). As of the Effective Date, the following schedules are incorporated into this Agreement by reference:

☒ General Terms Schedule

☒ Software License and Maintenance Schedule – Subscription, available at: https://legal.hyland.com/Customer-Legal-Center#subscription-schedule

All products or services which may be licensed or purchased by Customer from Hyland from time to time shall be governed by this Agreement. Customer specifically represents and warrants to Hyland that Customer has read and understands all of the terms and conditions contained in this Agreement, including all the schedules referenced above and/or in any Order Form, prior to entering into this Agreement.

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

[CUSTOMER'S NAME]	**Hyland**
By:	By:
Name: (Print)	Name: (Print)
Title:	Title:
Date:	Date:
	Hyland Legal
	Approved By:
	Date:

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GENERAL TERMS SCHEDULE

This General Terms Schedule ("General Terms" or "General Terms Schedule") includes terms that will apply to any product license or service you purchase from Hyland. Other Schedules will have more specific terms relevant to the product licensee or service governed by that Schedule. If there is a conflict between the terms of this General Terms Schedule and any other Schedule, the other Schedule shall control with respect to the subject matter of such Schedule. In the event the same topic is addressed in both the General Terms Schedule and any other Schedule but the terms do not conflict, the terms of both the General Terms Schedule and the Schedule shall apply. Capitalized terms used in this General Terms Schedule may be defined within this Schedule or within other Schedules to which they are applicable.

1. TERM; TERMINATION; SURVIVAL OF PROVISIONS AFTER EXPIRATION OR TERMINATION.

1.1 Term of the Agreement and Product Subscription(s). The Agreement shall have a term commencing on the Effective Date, and will continue until all Product Subscriptions have expired or been terminated. The term of a Product Subscription shall be the Initial Term, and such term shall automatically renew for additional periods of one (1) year unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the then-current term. In the event Customer purchases add-on licenses or services to a Product Subscription via an Order Form or purchase order, the term of such add-on licenses or service shall run coterminous with the existing applicable Product Subscription, unless otherwise stated via an Order Form.

1.2 Termination By Either Party.

1.2.1 Either party may terminate the Agreement effective immediately upon written notice to the other party, if the other party has committed a breach of a material provision of the Agreement and has failed to cure the breach within thirty (30) days after the receipt of written notice of the breach given by the non-breaching party; provided, that Hyland shall not be required to give any opportunity to cure any breach in the case of a Prohibited Act or breach of the U.S. Government End User restriction, all of which are considered for all purposes to be material provisions of this Agreement.

1.2.2 If, in the reasonable opinion of Customer or Hyland, the compliance by either party with the terms of the Agreement will be in violation of any law or regulation implemented or modified after the Effective Date, Customer or Hyland, as the case may be, may terminate the applicable license or services under the Agreement, upon thirty (30) days written notice to the other party.

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

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

1.3.2 *Survival of Certain Obligations*. All provisions of the Agreement which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied. For clarity, this includes all provisions under these General Terms other than the Marketing and Publicity provision.

1.3.3 *Additional Effects or Consequences of Termination.* Upon termination of the Agreement, any license to use the Software or Hyland Cloud Service will automatically terminate without other or further action on the part of any party; and Customer shall immediately: (a) discontinue any and all use of the Software, Documentation, and, if applicable, Hyland Cloud Service; and (b) in the case of Software and Documentation within Customer's control, either: (i) return the Software and Documentation to Hyland, or (ii) with the prior permission of Hyland, destroy the Software and Documentation and certify in writing to Hyland that Customer has completed such destruction.

2. PAYMENT TERMS.

2.1 Invoicing. All invoices shall be sent electronically by Hyland to the other party to the attention of "Accounts Payable," or to such other person or department as the other party may specify from time to time by written notice to Hyland. In the event any invoice contains a billing error which is discovered by Hyland, Hyland may issue a new invoice to correct the error.

2.2 General Payment Terms. So long as Customer is not in default of any payment obligations under this Agreement, except as otherwise provided in this Agreement, Customer shall pay in full all Undisputed Amounts within thirty (30) days after the receipt of such invoice. "Undisputed Amounts" means all amounts on any invoice for which Customer has not provided written notice to Hyland, prior to the invoice due date, setting forth Customer's good faith objections to payment of such invoice amounts. With respect to any annual fees, Hyland may increase or decrease the fees invoiced if the value of the currency used, determined based on the currency's exchange rate to USD as tracked and published by the Wall Street Journal, has fluctuated by ten percent (10%) or more between the beginning of the prior annual period and the applicable invoice date.

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

2.4 Resolution of Invoice Disputes. In the case of any Disputed Amount (as defined below) that are timely disputed in accordance with this Section, both parties will use reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. Any amounts not timely disputed in accordance with the preceding sentence shall be deemed to be undisputed and shall be payable in accordance with the terms of this Agreement. If any Disputed Amount remains disputed in good faith after such 30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties' executive managers are unable to resolve the dispute within ten (10) calendar days of such meeting, either party thereafter may file litigation in a court of competent jurisdiction to seek resolution of the dispute. As used herein, "Disputed Amounts" means those amounts on any invoice for which the invoiced party has provided written notice to Hyland, prior to the invoice due date, setting forth such party's good faith objections to payment of such amounts.

2.5 Certain Remedies For Non-Payment or For Late Payment. At the election of Hyland, exercisable by written notice to Customer, any past due amounts (except properly Disputed Amounts in accordance with this Agreement) under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of: (a) any default by Customer in the payment of any Undisputed Amounts, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment; or (b) any failure of the parties to resolve a dispute relating to a Disputed Amount within sixty (60) days (or such other period mutually agreed by the parties in writing) following Hyland's receipt of the written notice timely disputing payment of such amounts, Hyland shall have the right to suspend or cease the provision of any services under this Agreement or any Services Proposal, including, if applicable, the delivery of any Upgrades and Enhancements to Customer, unless and until such default shall have been cured or such dispute has been resolved, as applicable.

2.6 Currency; Delivery of Tangible Keys and CDs. All fees, costs and expenses shall be determined and invoiced in, and all payments required to be made in connection with this Agreement shall be made in the currency identified in the applicable Order Form or purchase order accepted by Hyland. Delivery of tangible keys or CDs, if any, shall be F.O.B. Hyland's (or its affiliate's) offices.

2.7 Training. Hyland offers training courses to Customer and its employees as described on Hyland's training web portal (currently https://training.onbase.com). Training fees for such courses shall be determined at Hyland's retail prices in effect at the time Customer registers for training. Hyland shall invoice Customer for applicable training fees upon Customer's registration for each training course and such invoice shall be due and payable in accordance with this Agreement. In the event that Customer prepays for training, then such prepaid training shall expire twelve (12) months from the date Hyland accepts Customer's purchase order for such training or the Effective Date of the applicable Order Form for such training, whichever is earlier.

3. CONFIDENTIAL INFORMATION.

3.1 "Confidential Information" shall be such information disclosed hereunder that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without reference to the other party's information.

3.2 Each party agrees that, with respect to the Confidential Information of the other party, or its affiliates, such party as a recipient shall use the same degree of care to protect the other party's Confidential Information that such party uses to protect its own confidential information, but in any event not less than reasonable care, and not use or disclose to any third party any such Confidential Information, except as may be required by law or court order or as provided under this Agreement. Each party shall be liable and responsible for any breach of this Section committed by any of such party's employees, agents, consultants, contractors or representatives.

4. OWNERSHIP AND PROHIBITED CONDUCT.

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4.1 Ownership. Hyland and its suppliers own the Software, Work Products, Documentation, Hyland Cloud Services, Add-On Services, and Innovations, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the foregoing. The Software, Documentation, Hyland Cloud Services, Add-On Services, and Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software, Hyland Cloud Services, Add-On Services, Innovations or Work Products are transferred to Customer. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software, Hyland Cloud Service, Add-On Services, Documentation, or Work Products, except for the limited express rights granted in this Agreement. Customer acknowledges and agrees that, with respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software, Hyland Cloud Services, and Add-On Services, and Hyland's policies respecting Upgrades and Enhancements (including but not limited to its release process). THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. At no time shall Customer file or obtain any lien or security interest in or on any components of the Software, Hyland Cloud Service, Add-On Services, Documentation, or Work Products.

4.2 Prohibited Conduct. Customer agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear on or during the use of the Software, Work Products, Documentation, Hyland Cloud Services, or Add-On Services; (b) sell, transfer, rent, lease or sub-license the Software, Work Products, Documentation, Hyland Cloud Services, or Add-On Services to any third party; (c) except as expressly permitted with respect to Work Products, alter or modify the Software, Work Products, Hyland Cloud Services, Add-On Services, or Documentation; or (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Software, Work Products, Documentation, Hyland Cloud Services, or Add-On Services, or prepare derivative works therefrom.

5. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN THIS AGREEMENT, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, HYLAND CLOUD SERVICE (INCLUDING ANY SOFTWARE OR HARDWARE), ADD-ON SERVICES, WORK PRODUCTS, INNOVATIONS, INFORMATION, MAINTENANCE AND SUPPORT, PROFESSIONAL SERVICES OR ANY OTHER SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SERVICES PROPOSAL. HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT, HYLAND CLOUD SERVICE, ADD-ON SERVICES, PROFESSIONAL SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE, HYLAND CLOUD SERVICE, ADD-ON SERVICES, OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, HYLAND AND ITS SUPPLIERS DO NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

HYLAND SPECIFICALLY ASSUMES NO RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, WORK PRODUCTS, ADD-ON SERVICES, MAINTENANCE AND SUPPORT, HYLAND CLOUD SERVICE AND PROFESSIONAL SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE, HYLAND CLOUD SERVICES, ADD-ON SERVICES, OR WORK PRODUCTS USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE, HYLAND CLOUD SERVICE, AND WORK PRODUCTS "AS IS."

No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

6. LIMITATIONS OF LIABILITY.

NEITHER PARTY NOR ANY OF ITS AFFILIATES (AND IN THE CASE OF HYLAND, ITS SUPPLIERS) SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, GOODWILL, SAVINGS OR PROFITS (EXCLUDING FEES DUE UNDER THIS AGREEMENT), LOSS OR CORRUPTION OF DATA OR PROGRAMS, COSTS OF REPLACEMENT OR THE REMEDY OF COVER, OR BUSINESS INTERRUPTION DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, EXPENSES OR COSTS.

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HYLAND'S (INCLUDING ITS AFFILIATES AND SUPPLIERS) TOTAL, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED UNDER IT, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO HYLAND BY CUSTOMER (LESS ANY REFUNDS OR CREDITS) FOR THE USE OF THE PRODUCTS OR PROVISION OF THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED TO CUSTOMER FREE OF CHARGE (SUCH AS EVALUATION SOFTWARE OR SERVICES), NEITHER HYLAND NOR ANY OF ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR DIRECT DAMAGES.

THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL NOT APPLY: (1) TO THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY LAW, (2) PAYMENTS TO A THIRD PARTY ARISING FROM HYLAND'S INDEMNIFICATION OBLIGATION FOR INTELLECTUAL PROPERTY INFRINGEMENT; OR (3) TO ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S OR CONTRACTOR'S OR COMMUNITY CONNECT USER'S PROHIBITED ACTS.

IF CUSTOMER USES THE SOFTWARE, HYLAND CLOUD SERVICE, ADD-ON SERVICES OR EQUIPMENT (AS THE CASE MAY BE) IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE, HYLAND CLOUD SERVICES, ADD-ON SERVICES OR EQUIPMENT DO NOT OFFER MEDICAL INTERPRETATIONS OF DATA, DIAGNOSE PATIENTS, OR RECOMMEND THERAPY OR TREATMENT; THE SOFTWARE, HYLAND CLOUD SERVICE, ADD-ON SERVICES AND EQUIPMENT ARE AN INFORMATION RESOURCE AND IS NOT A SUBSTITUTE FOR THE SKILL, JUDGMENT AND KNOWLEDGE OF CUSTOMER'S USERS OF THE SOFTWARE, HYLAND CLOUD SERVICE, ADD-ON SERVICES OR EQUIPMENT IN THE PROVISION OF HEALTHCARE SERVICES. IN ADDITION TO THE LIMITATIONS OF LIABILITY PROVIDED HEREIN, HYLAND SHALL NOT HAVE ANY LIABILITY FOR ANY ASPECT OF HEALTHCARE SERVICES PROVIDED BY CUSTOMER IN CONJUNCTION WITH ITS USE OF THE SOFTWARE, HYLAND CLOUD SERVICE, ADD-ON SERVICES OR EQUIPMENT.

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

8. INSURANCE REQUIREMENTS.

Hyland will maintain and keep in force the following insurance coverage:

(i) Worker's Compensation and Employer's Liability Insurance Coverage (as applicable). In the case of coverage of US employees, the worker's compensation coverage shall be in the minimum amounts required by statute, and the Employer's Liability Insurance Coverage shall be USD $1,000,000 bodily injury each accident, USD $1,000,000 bodily injury by disease each employee and policy limit. In the case of coverage for UK employees, the policy limits under the Employer's Liability Insurance Coverage shall be GBP 5,000,000;

(ii) General Liability Insurance Coverage. The policy limit under the General Liability Insurance Coverage shall be USD$1,000,000.00 per occurrence and USD $2,000,000,00 in aggregate;

(iii) Automobile Liability Insurance Coverage. The policy limit under the Automobile Liability Insurance Coverage policy shall be for USD $1,000,000.00 per occurrence;

(iv) Cyber Liability Insurance: The policy limit under the Cyber Liability Insurance Coverage shall be for USD $5,000,000.00 per claim;

(v) Professional Liability (Errors & Omissions): The policy limit under the Professional Liability Insurance Coverage shall be for USD $5,000,000.00 per claim;

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Hyland shall provide a certificate of insurance listing the above coverages upon Customer's reasonable request.

9. GENERAL PROVISIONS.

9.1. Affiliate Rights. Affiliates of Customer will have rights to use the Software or Hyland Cloud Services purchased pursuant to an Order Form to the extent such Affiliate(s) are identified on such Order Form (an "Authorized Affiliate"). The Customer shall be responsible for any breaches of this Agreement by any such Authorized Affiliate as if such Authorized Affiliate was the Customer.

9.2. Governing Law; Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Cuyahoga County, Ohio.

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

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

9.5. Integration. This Agreement constitutes the entire Agreement among the parties with respect to the subject matter of this Agreement, including any schedules, Order Forms, or attachments that may be referenced. No provision of this Agreement will be deemed waived, amended or modified by any of the parties, unless such waiver, amendment or modification is made in writing and signed by authorized representatives of all the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. This Agreement supersedes all previous agreements between or among any of the parties relating to the subject matter hereof. Customer acknowledges and agrees in entering into this Agreement and its purchases hereunder are not contingent on the availability of any future functionality, features, programs, or services. The parties specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any purchase order or other electronic, written or oral communication are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

9.6. Notices. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under the Agreement shall be deemed effective when made in writing and sent to each party, by either: (a) reputable overnight courier, specifying next day delivery to the address specified in the Agreement or last known business address of such party; or (b) email to the address specified in the Agreement or such other email address provided by such party for such purpose, without receipt of a notice of failed delivery.

In cases where the Hyland contracting party is not Hyland Software, Inc., all notices shall also be sent with copy to:

Hyland Software, Inc.
28105 Clemens Road
Westlake, OH 44145
Attn: General Counsel
hylandcontracts@hyland.com

9.7. Binding Effect; No Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Except as otherwise set forth in this Agreement, neither party may assign, transfer or sublicense all or part of this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by a party of this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of such party's assets that assumes in writing all of such party's obligations and duties under this Agreement. Notwithstanding anything to the contrary, Hyland may assign this Agreement to any Hyland affiliate without the consent of the other party upon written notice to the other party. Any assignment made without compliance with the section shall be null and void and of no force or effect. The parties agree that Hyland may assign or subcontract all or part of its obligations contemplated by this Agreement to a Hyland affiliate.

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9.8. Severability. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

9.9. Subcontracting. Hyland may subcontract all or any part of the services, provided that Hyland shall remain responsible to Customer for the provision of any subcontracted services.

9.10. Independent Contractor. The parties hereto are independent contractors under this Agreement and nothing in this Agreement (or any Schedule hereto) authorizes a party to act as a legal representative or agent of the other party for any purpose or to commit the other party to any obligations with a third party, including, but not limited to, any obligations related to such other party's employees. It is expressly understood that this Agreement does not establish a franchise relationship, partnership, principal-agent relationship or joint venture.

9.11. Export. Any Software, Hyland Cloud Service, Add-On Services, Work Products or Documentation provided under this Agreement are subject to export control laws and regulations of the United States and other jurisdictions. Customer hereto agrees to comply fully with all relevant export control laws and regulations, including the regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software, Hyland Cloud Service, Add-On Services, Work Products or Documentation is not exported in violation of United States of America law or the laws and regulations of other jurisdictions. Customer agrees that it will not export or re-export Hyland's Software, Hyland Cloud Service, Add-On Services, Work Products or Documentation to any organizations or nationals in the United States embargoed territories of Cuba, Iran, North Korea, Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. Customer shall not use Hyland's Software, Hyland Cloud Service, Add-On Services, Work Products, or Documentation for any prohibited end uses under applicable laws and regulations of the United States and other jurisdictions, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America and other jurisdictions.

9.12. Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to Confidential Information and intellectual property rights may not be adequate for the aggrieved party's protection and, accordingly, the aggrieved party shall have the right to seek, in addition to any other relief and remedies available to it, specific performance and/or injunctive relief to enforce the provisions of this Agreement.

9.13. Non-Solicitation; No-Hire. During the term of this Agreement and for one (1) year after the expiration or termination of this Agreement, neither party will:

(a) solicit for employment or for engagement as an independent contractor for the soliciting party or for any other third party a person who is or was an employee of the other party, or otherwise encourage or assist any such person to leave the employ of the other party for any reason, in each case at any time during such person's employment by the other party or within one (1) year after such person has ceased to be an employee of the other party; or

(b) hire or engage, directly or indirectly, as an employee or independent contractor a person: (i) with whom the hiring party had contact or who became known to the hiring party in connection with this Agreement; and (ii) who is or was an employee of the other party, in each case at any time during such person's employment by the other party or within one year (1) after such person has ceased to be an employee of the other party.

Each violation of this provision by a party entitles the other party to liquidated damages (not a penalty) in an amount equal to the greater of: (i) $50,000.00, or (ii) 100% of the employee's annual earnings immediately prior to leaving the other party's service, and, in either case, all costs associated with the collection of such liquidated damages, including, but not limited to, reasonable attorneys' fees. A general advertisement or a request for employment that is initiated exclusively by an employee of the other party shall not be considered a solicitation pursuant to this Section. The parties agree that this provision survives the termination of this Agreement.

9.14. Marketing and Publicity.

From time to time, upon the reasonable request of Hyland, Customer agrees to make one or more employees available: (i) for telephone interviews with Hyland and/or third parties, relating to Hyland, the Software, Customer's use of the Software, the benefits Customer has derived from the Software or similar topics; and (ii) to participate in customer site visits. Hyland agrees that it shall reimburse Customer for any out-of-pocket travel, lodging, registration and meals costs and expenses that are incurred by any such employees of Customer in connection with any off site visit if applicable, provided that such costs and expenses

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are reimbursable in accordance with Hyland's expense reimbursement policies.

Either party may, with prior approval of the other party, prepare and issue a press release referring to the other party and relating to the signing of this Agreement, the scope of the relationship and the Software solution established under this Agreement.

Hyland may, with the prior approval of Customer, prepare, publish and distribute, for its sales, marketing and advertising purposes, one or more case studies describing any or all of the applications for which the Software will be used by Customer (e.g., Accounts Payable).

Except as specifically permitted herein, or as necessary to perform its obligations under this Agreement, neither party shall, without the prior written consent of the other party, use the names, services marks or trademarks of such other party nor the name of any employee of such other party, or reveal the existence of or terms of this Agreement, in any advertising or publicity release or promotional literature.

9.15. Counterparts. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the Agreement.

9.16. Expenses. Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

9.17. Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement or that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 99 or similar laws; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this Agreement as it applies to their respective software products.

9.18. GRaaS Services. If Customer is purchasing GRaaS Services, GRaaS Services are not governed by the terms of this Agreement, but instead are subject to the GRaaS Services Terms and Conditions, which are available at https://www.hyland.com/en/legal/graas-terms-conditions.

9.19. Hyland Content Portal. If Customer is purchasing a hosted version of the Hyland Content Portal, such hosted version of the Hyland Content Portal is not governed by the terms of this Agreement, but instead is subject to the Hyland Content Portal Terms of Use, which are available at https://legal.hyland.com/Customer-Legal-Center#hyland-portal-termsandconditions.

10. DEFINED TERMS.

The defined terms below shall have the meaning ascribed to them below as used throughout the Agreement. Specific Schedules may also include additional defined terms that are relevant to the terms of that Schedule and these General Terms. Defined terms below may also incorporate defined terms that are defined in a particular Schedule, only if applicable. In the event the same defined term is defined in two (2) or more Schedules, the term shall be given the meaning defined in each Schedule with respect to that Schedule, and, if the term is also used within the General Terms Schedule, the General Terms Schedule shall be interpreted to include all definitions, as the context requires.

"Add-On Service" means a software as a service offering provided by Hyland that provides additional or separate functionality or service to Customer's Software solution or Hyland Cloud Service.

"Affiliate" of the Customer means an entity that has control of, is under control by, or is under common control with the Customer, either directly or indirectly through one or more other entities that have control of, are under control by, or are under common control with the Customer. The term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity through the ownership of at least 50% of voting securities.

"Effective Date" means (i) with respect to this Agreement, the date this Agreement is signed by the last party that signs this Agreement; and (ii) with respect to an Order Form, unless otherwise stated in the Order Form, the date such Order Form is signed by the last party that signs such Order Form.

"GRaaS Services" means the Policy Center Solution and Data Sets to which Customer has purchased a subscription under an Order Form, which is available at https://www.hyland.com/en/legal/graas-terms-conditions.

"Hyland Content Portal" means: (a) a portal solution that comprises of both content, via portal pages, and online forms enabling Customer to manage content, forms and data in one centralized place; and (b) is hosted by a third party software vendor of Hyland.

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"Initial Term" means the Initial Term as defined in the applicable Order Form which Customer has purchased the applicable Product Subscription(s).

"Innovations" means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of the Agreement (including any Services Proposal).

"Order Form" means a document signed by authorized representatives of each party describing the Software or other products or services purchased, associated fees, and other terms agreed to by the parties.

"Product Subscription" means a subscription to any product or service purchased or licensed by Customer and governed by the Agreement.

"Prohibited Act" or "Prohibited Acts" means any action taken by Customer that is: (i) in violation of the license provisions of any Schedule of this Agreement; (ii) contrary to the ownership provision of the General Terms; (iii) in violation of the Prohibited Conduct provisions of the General Terms; or (iv) in violation of any term of the Agreement that is identified to be a Prohibited Act.

"Software" means: except as otherwise expressly stated in a particular Schedule, (a) Hyland's proprietary software products identified in an Order Form and/or for which Customer submits a written purchase order to Hyland (or an authorized channel partner, if applicable) that Hyland accepts and fulfills, including, in each case, third party software bundled by Hyland together with Hyland's proprietary software products as a unified product; and (b) all Upgrades and Enhancements of the software products described in clause (a) which Customer properly obtains pursuant to this Agreement or an agreement with one of Hyland's authorized Channel Partners, as the case may be. Software does not include Alfresco Community Versions, Hyland Content Portal or GRasS Services.

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REFERENCES

Customer references provide a testament to our ability to provide an industry-leading, flexible, yet easy to use ECM solution. Hyland encourages prospective customers to engage our current clients and hear for themselves why OnBase has quickly become an industry leader. However, we ask that you be respectful of their time and contact them in advance to schedule a call.

In accordance with public records regulations, contact information for Government entities is provided, with customer consent, as part of this response. Contact information for private sector customers is not included to maintain the privacy of specific customer detail and personal contact information. Additional information for private sector customers will be provided upon request at the appropriate time as deemed necessary by the procurement process.

CONFIDENTIAL- The following customer reference information is confidential.

CITY OF WESTERVILLE

Contact:	Andy Barker, OnBase Administrator
Phone Number:	614-209-1117
E-mail:	*andy.barker@westerville.org*
Location:	Westerville, Ohio
Years Services:	12
Services:	Using OnBase for Contract Management, Plan Review, Court Case Management, GIS Applications, Agenda-Media, Agenda Management
Annual Volume:	$170,825.30

HORRY COUNTY

Contact:	Ashley Webb, Development Project Manager
Phone Number:	843-877-0768
E-mail:	*webba@horrycounty.org*
Location:	Conway, South Carolina
Years Services:	18
Services:	Using OnBase for Records Management, Taxpayer Inquiry Management, Policy & Procedure Management, GIS Applications, Claims Case Management, Easement Tracking, Inspection Code Enforcement. They are also using Hyland RPA to enter personal tax property returns.
Annual Volume:	$263,865.49

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CITY OF CEDAR RAPIDS

Contact:	Sheila Shaver, Systems Analyst & OnBase Administrator
Phone Number:	319-286-5650
E-mail:	*s.shaver@cedar-rapids.org*
Location:	Cedar Rapids, Iowa
Years Services:	23
Services:	Using OnBase for Vendor Management, Accounts Receivable, Human Services Case Management, Permits and Registration, Health and Safety, Agenda Management, Law Enforcement, Human Resources, Public Records, and Employee File Management
Annual Volume:	$78,214.63

THE UNIVERSITY OF ARIZONA GLOBAL CAMPUS

Contact:	Stephanie Laberge, Business Operations Systems Analyst
Phone Number:	858-285-5274
E-mail:	*stephanie.laberge@uagc.edu*
Location:	Chandler, Arizona
Years Services:	15
Services:	Using Perceptive Content for Document Management, Transcript Capture, and Student Records
Annual Volume:	$240,757.95

CITY OF CHARLOTTE

Contact:	Richard Saintvilus, IT Manager
Phone Number:	980-766-5566
E-mail:	*richard.saintvilus@charlottenc.gov*
Location:	Charlotte, North Carolina
Years Services:	9
Services:	Using OnBase for Facilities Management, Law Enforcement, Affordable Housing, Document Management, Public Utilities, Employee File Management
Annual Volume:	$367,394.25

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WASATCH COUNTY

Contact:	Don Wood, IT Executive
Phone Number:	435-671-3460
E-mail:	*dwood@wasatch.utah.gov*
Location:	Heber City, Utah
Years Services:	12
Services:	Using OnBase for Agenda Management, Plan Review, Public Records, Agenda-Media, Recruiting & Selection
Annual Volume:	$215,809.65

CITY OF IRVINE

Contact:	Taryn Tang, Management Analyst II
Phone Number:	949-724-6280
E-mail:	*ttang@cityofirvine.org*
Location:	Irvine, California
Years Services:	12
Services:	Using OnBase for Records Management, Community Development
Annual Volume:	$149,115.00

SAN DIEGO STATE UNIVERSITY

Contact:	Sue Reyes, Analyst/Programmer, Enrollment Services
Phone Number:	619-594-1817
E-mail:	*slreyes@sdsu.edu*
Location:	San Diego, California
Years Services:	14
Services:	Using OnBase for Admissions Processing & Review, Registrar Processing, Transcript Capture, Graduate Admissions Processing, Student Advising, Faculty Onboarding, Financial Aid Processing & Review
Annual Volume:	$270,580.30

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UNIVERSITY OF MINNESOTA

Contact:	Ryan Larson, Enterprise Application Administrator
Phone Number:	612-624-8344
E-mail:	*rdlarson@umn.edu*
Location:	Minneapolis, Minnesota
Years Services:	23
Services:	Using Perceptive Content and Enterprise Search
Annual Volume:	$232,585.64

SAN JOSE STATE UNIVERSITY

Contact:	James Anderson, Director Campus Application Support
Phone Number:	408-924-8143
E-mail:	*james.anderson@sjsu.edu*
Location:	San Jose, California
Years Services:	9
Services:	Using OnBase for Employee File Management, Admission Processing & Review, Faculty & Student Onboarding, Financial Aid Processing & Review, Transcript Capture, Accounts Payable
Annual Volume:	$122,562.61

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Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES NBK Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES NBK Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES NBK Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES NBK Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES NBK Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES NBK Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES NBK Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES NBK Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES NBK Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES NBK Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES NBK Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: □

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

Hyland Note: Hyland assesses these regulations to not apply to its offering, but, to the extent they may apply, a general public waiver for software would also apply.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES NBK Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES NBK Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES NBK Initials of Authorized Representative of offeror

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Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
Hyland Software, Inc.

Address, City, State, and Zip Code:
28105 Clemens Rd., Westlake, OH 44145

Phone Number: 440.788.5000 Fax Number: 440.788.5100

Printed Name and Title of Authorized Representative:
Noreen Kilbane, EVP, Chief Administrative Officer

Email Address:
noreen.kilbane@hyland.com

Signature of Authorized Representative: Noreen Kilbane Date: 6/10/2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Hyland Note: Contractor agrees to this section to the extent required of Hyland pursuant to applicable law and provided it has been made aware by the participating public agency of the funding source for a purchase.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

Hyland Note: Hyland does not generally agree to penalties in contracts, but is willing to discuss mutually acceptable alternatives to such provisions or other approach as permitted by applicable law.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. **Hyland Note:** Hyland does not generally agree to termination for convenience for subscription license purchases but is willing to discuss.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating

Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

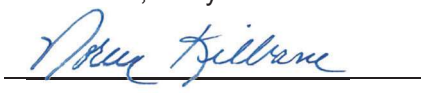
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Hyland Software, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Noreen Kilbane, EVP, Chief Administrative Officer

Name and Title of Contractor's Authorized Official

6/10/2024

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. **Hyland Note:** We can comply except as visits to a data center may be required.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Hyland Software, Inc.

Address, City, State, and Zip Code:
28105 Clemens Road, Westlake, Ohio 44145

Phone Number: +1.440.788.5000 Fax Number: +1.440.788.5100

Printed Name and Title of Authorized Representative:
Noreen Kilbane

Email Address: noreen.kilbane@hyland.com

Signature of Authorized Representative:

Date: 6/10/2024

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Hyland Software, Inc.

Organization Address: 28105 Clemens Rd., Westlake, OH 44145

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

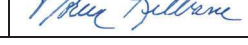
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
HSI Holding II, Inc. a Delaware corporation, owns 100% of the stock of Hyland Software, Inc.	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Noreen Kilbane	Title:	EVP, Chief Administrative Officer
Signature:		Date:	Type text here

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, Noreen Kilbane (name of affiant) residing in Westlake (name of municipality)
in the County of Cuyahoga and State of Ohio of full age,
being duly sworn according to law on my oath depose and say that:

I am EVP, Chief Administrative Officer (title or position) of the firm of Hyland Software, Inc. (name of firm)

_____ the bidder making this Proposal for the bid

entitled Region 4 RFP # 24-03 (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the OMNIA Partners (name of contracting unit) relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Hyland Software, Inc..

Subscribed and sworn to

before me this day

Signature

JUNE 10, 2024

Noreen Kilbane
(Type or print name of affiant under signature)

DEBRA ANN SMITH
Notary public of STATE OF OHIO

My Commission expires OCTOBER 24, 2026

Debra Ann Smith
(Seal)

DEBRA ANN SMITH
Notary Public, State of Ohio
My Commission Expires:
October 24, 2026

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Hyland Software, Inc.

Street: 28105 Clemens Rd

City, State, Zip Code: Westlake, OH 44145

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

Hyland Exception: Hyland does have an Affirmative Action Employee Information Report, but we do not share our plans externally. Therefore, Hyland has not signed the Mandatory Affirmative Action Language on the following page.

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. **X**

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/10/2024

Date

EVP, Chief Administrative Officer

Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Hyland Software, Inc.		
Address:	28105 Clemens Rd		
City:	Westlake	State: OH	Zip: 44145

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Noreen Kilbane	EVP, Chief Administrative Officer
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
Not applicable			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
HSI Holdings II, Inc. a Delaware corporation, owns 100% stock of Hyland Software, Inc.	
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 10 day of JUNE, 2024

(Notary Public) DEBRA ANN SMITH. Debra Ann Smith

My Commission expires: OCTOBER 24, 2026

Doug Kilbane
(Affiant)

Noreen Kilbane EVP, Chief Admin Officer
(Print name & title of affiant)

(Corporate Seal)

NOTARIAL SEAL
STATE OF OHIO

DEBRA ANN SMITH
Notary Public, State of Ohio
My Commission Expires:
October 24, 2026

Version March 19, 2024

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 24-03 Software Solutions and Services

VENDOR NAME: Hyland Software, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

6/10/2024
Date

EVP, Chief Administrative Officer
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☑ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Noreen Kilbane, EVP, Chief Administrative Officer	34-1699247
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Hyland Software, Inc.	
Vendor's Name	Vendor's Phone Number
28105 Clemens Rd	440.788.5100
Vendor's Address (Street Address)	Vendor's Fax Number
Westlake, OH 44145	
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

Hyland Note: We have included both our New Jersey Business Registration Certificate and our New Jersey Certificate of Good Standing on the following pages.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	HYLAND SOFTWARE, INC.
Trade Name:	
Address:	28500 CLEMENS RD WEST LAKE, OH 44145-1145
Certificate Number:	0840108
Effective Date:	February 24, 1997
Date of Issuance:	October 25, 2023

For Office Use Only:

20231025084214549

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING

HYLAND SOFTWARE, INC.
0100898865

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Ohio Foreign For-Profit Corporation was registered by this office on February 24, 2003.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

CORPORATION SERVICE COMPANY
PRINCETON SOUTH CORPORATE CENTER,
SUITE 160, 100 CHARLES EWING BLVD
EWING, NJ 08628

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 31st day of May, 2024

Elizabeth Maher Muoio
State Treasurer

Certificate Number : 6154004899

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

Hyland Note: Hyland can provide evidence as required at the appropriate time when entering into the contract.

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Region 4 RFP # 24-03

VENDOR NAME: Hyland Software, Inc.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☒ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

6/10/2024
Date

Noreen Kilbane, EVP, Chief Administrative Officer
Print Name and Title

Hyland Software, Inc. - OMNIA Partners Pricelist - Effective 2.2026					
SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
3MIPI1_SUBS	Integration for 3M CAC	$ 14,400.00	$ 11,865.60	OnBase	YR
AAIPI1_SUBS	Integration for Accela	$ 4,800.00	$ 3,955.20	OnBase	YR
AAIPW1_SUBS	Automated CD Authoring	$ 2,400.00	$ 1,977.60	OnBase	YR
ACIPW1_SUBS	Advanced COLD/ERM	$ 16,800.00	$ 13,843.20	OnBase	YR
ACTCI1-C	Advanced Capture Solutions Training Class - Per Person	$ 3,600.00	$ 3,337.20	Training	IE
ADBIPI1_SUBS	OnBase Integration for Adobe Sign eSignature - Per Year	$ 7,200.00	$ 5,932.80	OnBase	YR
ADCAP1	Advanced Capture Consultant	$ 260.00	$ 254.41	Services	HR
ADCSSH1	Advanced Capture Hosting Package	$ 750.00	$ 618.00	OnBase	MO
ADIPC_SUBS	Automated CD/DVD Publishing	$ 2,400.00	$ 1,977.60	OnBase	YR
ADIPI1_SAAS	Document Composition - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 19,790.40	$ 16,307.29	OnBase	YR
ADIPI1_SUBS	Document Composition	$ 9,600.00	$ 7,910.40	OnBase	YR
ADIPW1_SUBS	Advanced Document Import Processor	$ 9,600.00	$ 7,910.40	OnBase	YR
ADMIPI1_SUBS	Admissions Process Automation for PeopleSoft	$ 25,920.00	$ 21,358.08	OnBase	YR
ADMIPI2_SUBS	Admissions Process Automation for Banner	$ 23,040.00	$ 18,984.96	OnBase	YR
ADMIPI3_SUBS	Admissions Process Automation for Colleague	$ 21,600.00	$ 17,798.40	OnBase	YR
AEIPI1_SAAS	Application Enabler - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 19,790.40	$ 16,307.29	OnBase	YR
AEIPI1_SUBS	Application Enabler	$ 9,600.00	$ 7,910.40	OnBase	YR
AEIPI2_SAAS	Enterprise Application Enabler - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 49,476.00	$ 40,768.22	OnBase	YR
AEIPI2_SUBS	Enterprise Application Enabler	$ 24,000.00	$ 19,776.00	OnBase	YR
AFIPW1_SUBS	AFP Input FIlter	$ 4,800.00	$ 3,955.20	OnBase	YR
AGEIPC1_SAAS	OnBase Agenda Concurrent Client - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 494.76	$ 407.68	OnBase	YR
AGEIPC1_SUBS	OnBase Agenda Concurrent Client	$ 240.00	$ 197.76	OnBase	YR
AGEIPI1_SAAS	OnBase Agenda - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
AGEIPI1_SUBS	OnBase Agenda	$ 2,400.00	$ 1,977.60	OnBase	YR
AIIPN1_SUBS	Desktop Document Imaging (Named User)	$ 720.00	$ 593.28	OnBase	YR
AIIPN2_SUBS	Desktop Document Imaging (Named Use)	$ 960.00	$ 791.04	OnBase	YR
AIIPW1_SUBS	Desktop Document Imaging (15 ppm max)	$ 240.00	$ 197.76	OnBase	YR
AIIPW1E_SUBS	Enterprise Desktop Document Imaging (15 ppm max)	$ 0.48	$ 0.40	OnBase	YR
AIIPW2_SAAS	Desktop Document Imaging (30 ppm max) - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 989.52	$ 815.36	OnBase	YR
AIIPW2_SUBS	Desktop Document Imaging (30 ppm max)	$ 480.00	$ 395.52	OnBase	YR
AIIPW2E_SUBS	Enterprise Desktop Document Imaging (30 ppm max)	TBD	TBD	OnBase	YR
AIIPW3_SAAS	Desktop Document Imaging (Unlimited) - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 1,484.28	$ 1,223.05	OnBase	YR
AIIPW3_SUBS	Desktop Document Imaging (Unlimited)	$ 720.00	$ 593.28	OnBase	YR
AIIPW3E_SAAS	Enterprise Desktop Document Imaging (Unlimited)	TBD	TBD	OnBase	YR
AIIPW3E_SUBS	Enterprise Desktop Document Imaging (Unlimited)	TBD	TBD	OnBase	YR
AKIPI1_SAAS	Encrypted Alpha Keywords - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
AKIPI1_SUBS	Encrypted Alpha Keywords	$ 4,800.00	$ 3,955.20	OnBase	YR

Hyland Software, Inc. - OMNIA Partners Pricelist - Effective 2.2026					
SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
ALF-ACS-ACE	Alfresco Content Encryption. Priced per named user. Minimum 100 users.	$ 73.00	$ 60.15	Alfresco	YR
ALF-ACS-ADDSAP-PROD-CON	Additional SAP Production Connector. Per production instance.	$ 15,000.00	$ 12,360.00	Alfresco	YR
ALF-ACS-AGS	Alfresco Governance Services. Priced per named user. Minimum 100 named users.	$ 164.00	$ 135.14	Alfresco	YR
ALF-ACS-AIS	Alfresco Intelligence Services. Priced at 30% of total Base Subscription price.	$ 0.30	$ 0.29	Alfresco	YR
ALF-ACS-AWS-CON	Alfresco Content Connector for AWS S3. Per production instance.	$ 24,000.00	$ 19,776.00	Alfresco	YR
ALF-ACS-BASE	Alfresco Content Services. Base subscription. Minimum 100 named users. Priced per named user. Includes elastic search.	$ 360.00	$ 296.64	Alfresco	YR
ALF-ACS-EXTCS	Alfresco External Content as a Service. Per named user. Minimum 100 named users.	$ 45.00	$ 37.08	Alfresco	YR
ALF-ACS-MICRO365-CON	Alfresco Collaboration Connector for Microsoft 365. Per named user. Minimum 100 named users.	$ 72.00	$ 59.33	Alfresco	YR
ALF-ACS-MSAZU-CON	Alfresco Content Connector for MS Azure. Per production instance.	$ 24,000.00	$ 19,776.00	Alfresco	YR
ALF-ACS-MSOUTL-CON	Alfresco Content Services - Alfresco Content Connector for MS Outlook. Priced per named user.	$ 72.00	$ 70.45	Alfresco	YR
ALF-ACS-SAP-CON	Alfresco Content Connector for SAP. Per named user. Minimum 100 named users.	$ 145.00	$ 119.48	Alfresco	YR
ALF-ACS-SF-CON	Alfresco Content Connector for Salesforce. Per named user. Minimum 100 named users.	$ 162.00	$ 133.49	Alfresco	YR
ALF-ADDSTRG_SUBS	Alfresco Additional Storage	TBD	TBD	Alfresco	YR
ALF-APS-BASE	Alfresco Process Services. Priced per named user. Minimum 100 named users. Includes elastic search.	$ 360.00	$ 296.64	Alfresco	YR
ALF-APS-EXTCS	Alfresco External Content as a Service. Priced per named user. Minimum 100 named users.	$ 45.00	$ 37.08	Alfresco	YR
ALF-ASR_SUBS	ASR - Read Only Access	$ 72,000.00	$ 59,328.00	Alfresco	YR
ALF-CLOUD-ACS-STAGENV	Alfresco Cloud - Staging Environment	$ 60,000.00	$ 58,710.00	Alfresco	YR
ALF-CONNECT-MICRO365_PAAS	Alfresco Collaboration Connector for Microsoft 365 + Teams	$ 0.10	10.00%	Alfresco	YR
ALF-DBP-ACE	Alfresco Content Encryption. Per named user. Minimum 100 named users.	$ 73.00	$ 60.15	Alfresco	YR
ALF-DBP-ADDSAP-PROD-CON	Additional SAP Production Connector. Per production instance.	$ 15,000.00	$ 12,360.00	Alfresco	YR
ALF-DBP-AIS	Alfresco Intelligence Services. Priced at 30% of total Base Subscription price.	$ 0.30	$ 0.29	Alfresco	YR
ALF-DBP-AWS-CON	Alfresco Content Connector for AWS S3. Per production instance.	$ 24,000.00	$ 19,776.00	Alfresco	YR
ALF-DBP-BASE	Alfresco Digital Business Platform. Base Subscription. Price per user.	$ 675.00	$ 556.20	Alfresco	YR
ALF-DBP-CA_SUBS	Alfresco Content Accelerator. Per named user. Minimum 100 named users.	$ 164.00	$ 135.14	Alfresco	YR
ALF-DBP-EPS_SUBS	Alfresco External Process Services. For unlimited named external users.	$ 200,000.00	$ 164,800.00	Alfresco	YR
ALF-DBP-EXTCS	Alfresco External Content as a Service. Per named user. Minimum 100 named users.	$ 73.00	$ 60.15	Alfresco	YR
ALF-DBP-MICRO365-CON	Alfresco Collaboration Connector for Microsoft 365. Per named user. Minimum 100 named users.	$ 72.00	$ 59.33	Alfresco	YR
ALF-DBP-MSAZU-CON	Alfresco Content Connector for MS Azure. Per production instance.	$ 24,000.00	$ 19,776.00	Alfresco	YR
ALF-DBP-MSOUTL-CON	Digital Business Platform. Alfresco Content Connector for MS Outlook. Per Named User. Requires same amount of named users as the selected Base.	$ 72.00	$ 70.45	Alfresco	YR
ALF-DBP-SAP-CON	Alfresco Content Connector for SAP. Per named user. Minimum 100 named users.	$ 145.00	$ 119.48	Alfresco	YR
ALF-DBP-SF-CON	Alfresco Content Connector for Salesforce. Per named user. Minimum 100 named users.	$ 162.00	$ 133.49	Alfresco	YR
ALF-DTE_SUBS	Document Transformation Engine	$ 36,000.00	$ 35,226.00	Alfresco	YR
ALF-ENTVIEW_SUBS	Alfresco Enterprise Viewer. Per named user. Minimum 100 named users.	$ 100.00	$ 82.40	Alfresco	YR
ALF-FCSERV_SUBS	Alfresco Federation Classification Server. Includes Production, Development, & Test Environment. Priced per Classification Server.	$ 56,000.00	$ 57,103.20	Alfresco	YR
ALF-FEDCON_SUBS	Alfresco Federation Connector. Includes Production, Development, & Test Environment. Priced per Named Connector.	$ 24,500.00	$ 24,982.65	Alfresco	YR
ALF-FEDSER_SUBS	Alfresco Federation Services - per number of documents.	$ 966,000.00	$ 985,030.20	Alfresco	YR

Hyland Software, Inc. - OMNIA Partners Pricelist - Effective 2.2026					
SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
ALF-FEDSERVER_SUBS	Alfresco Federation Server. Includes Production, Development, & Test Environment. Priced per Federation Server.	$ 56,000.00	$ 57,103.20	Alfresco	YR
ALF-PAAS-ACA	Alfresco Content Accelerator	$ 0.35	$ 0.34	Alfresco	YR
ALF-PAAS-AEV	Alfresco Enterprise Viewer	$ 0.25	25.00%	Alfresco	YR
ALF-PAAS-AGS	Alfresco Governance as a Service	$ 0.35	$ 0.34	Alfresco	YR
ALF-PAAS-AI	Alfresco AI as a Service	$ 0.35	$ 0.34	Alfresco	YR
ALF-PAAS-APA	Alfresco Process Automation	$ 0.35	$ 0.34	Alfresco	YR
ALF-PAAS-APA-E	Alfresco Process Automation Enterprise	TBD	TBD	Alfresco	YR
ALF-PAAS-ATC	Active Traditional Content (TB)	$ 6,500.00	$ 6,360.25	Alfresco	YR
ALF-PAAS-DEVSB	Alfresco Development Sandbox	$ 25,000.00	$ 24,462.50	Alfresco	YR
ALF-PAAS-I_SAAS	Alfresco Platform - Core	$ 130,000.00	$ 127,205.00	Alfresco	YR
ALF-PAAS-II_SAAS	Alfresco Platform - Advanced	$ 260,000.00	$ 254,410.00	Alfresco	YR
ALF-PAAS-III_SAAS	Alfresco Platform - Premium	$ 450,000.00	$ 440,325.00	Alfresco	YR
ALF-PAAS-IV_SAAS	Alfresco Platform - Ultimate	$ 840,000.00	$ 821,940.00	Alfresco	YR
ALF-PAAS-OUT_SAAS	Alfresco Connector for Outlook	$ 0.15	15.00%	Alfresco	YR
ALF-PAAS-PPROD	Alfresco Pre-Production Environment	$ 50,000.00	$ 48,925.00	Alfresco	YR
ALF-PAAS-SAP	Alfresco Connector for SAP	$ 0.10	10.00%	Alfresco	YR
ALF-PAAS-SFC	Alfresco Connector for Salesforce	$ 0.10	10.00%	Alfresco	YR
ALFSPPREM	Alfresco Success Paths - Premier. Success Paths Premier offering includes the following SKUs: ALFSP_PTAM, ALFSP_PPASSPORT, ALFSP_PILT, ALFSP_PTECHQ, ALFSP_PCLIVE.	$ 76,200.00	$ 74,561.70	Maintenance	YR
ALFSPSIG	Alfresco Success Paths - Signature. Success Paths Signature offering includes the following SKUs: ALFSP_STECHQ, ALFSP_STAM, ALFSP_SILT, ALFSP_SCLIVE, ALFSP_SPASSPORT, ALFSP_STAM-CUST.	TBD	TBD	Maintenance	YR
APBIPI1_SUBS	Line of Business and Message Broker	$ 19,200.00	$ 15,820.80	OnBase	YR
APFOUNDWD-E_SUBS	AP Foundation for Workday (Above 1M Annual Invoices)	TBD	TBD	OnBase	YR
APIPQ1_SUBS	Query API (Initial 500 queries/hour) (Thick Client)	$ 4,800.00	$ 3,955.20	OnBase	YR
APIPQ2_SUBS	Query API (Additional block of 500 queries/hour) (Thick Client)	$ 3,840.00	$ 3,164.16	OnBase	YR
APIPQ3_SAAS	Query API (Initial 500 queries/hour) (OnBase Unity/Core) - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
APIPQ3_SUBS	Query API (Initial 500 queries/hour) (OnBase Unity/Core)	$ 4,800.00	$ 3,955.20	OnBase	YR
APIPQ4_SAAS	Query API (Additional block of 500 queries/hour) (OnBase Unity/Core) - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 7,916.16	$ 6,522.92	OnBase	YR
APIPQ4_SUBS	Query API (Additional block of 500 queries/hour) (OnBase Unity/Core)	$ 3,840.00	$ 3,164.16	OnBase	YR
APIPQ5_SUBS	Sparak - Query API (Initial 250 queries/hour)	$ 2,400.00	$ 1,977.60	OnBase	YR
ARIPI1_SUBS	Archival API	$ 2,400.00	$ 1,977.60	OnBase	YR
ARIPW1_SUBS	Automated Redaction	$ 9,600.00	$ 7,910.40	OnBase	YR
ASIPW1_SAAS	Production Document Imaging (ISIS) - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
ASIPW1_SUBS	Production Document Imaging (ISIS)	$ 2,400.00	$ 1,977.60	OnBase	YR
ASIPW2_SUBS	Production Document Imaging (ISIS)	$ 1,440.00	$ 1,186.56	OnBase	YR
ASIPWE_SUBS	Enterprise Production Document Imaging (ISIS)	TBD	TBD	OnBase	YR
ATGIPI1_SAAS	Agenda To Go - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
ATGIPI1_SUBS	Agenda To Go	$ 2,400.00	$ 1,977.60	OnBase	YR

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SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
AV2IPN1_SAAS	Engineering Viewer Named Client License - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 989.52	$ 815.36	OnBase	YR
AV2IPN1_SUBS	Engineering Viewer Named Client License	$ 480.00	$ 395.52	OnBase	YR
AVIPW1_SUBS	Automated DVD Authoring	$ 3,840.00	$ 3,164.16	OnBase	YR
AVTIPI1_SUBS	Agenda Voting	$ 7,200.00	$ 5,932.80	OnBase	YR
AZIPW1_SUBS	Ad-hoc Advanced Capture	$ 2,400.00	$ 1,977.60	OnBase	YR
BCIPI1_SAAS	Bar Code Generator - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 1,979.04	$ 1,630.73	OnBase	YR
BCIPI1_SUBS	Bar Code Generator	$ 960.00	$ 791.04	OnBase	YR
BCIPW1_SAAS	Bar Code Recognition for Advanced Capture - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 1,979.04	$ 1,630.73	OnBase	YR
BCIPW1_SUBS	Bar Code Recognition for Advanced Capture	$ 960.00	$ 791.04	OnBase	YR
BDIPI1_SUBS	Enterprise Document Composition	$ 24,000.00	$ 19,776.00	OnBase	YR
BSIPW1_SAAS	Bar Code Recognition Server - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
BSIPW1_SUBS	Bar Code Recognition Server	$ 2,400.00	$ 1,977.60	OnBase	YR
BT2016_SUBS	BizTalk Server 2016 Standard (Runtime)	$ 672.00	$ 553.73	OnBase	YR
BWICP1-C	Brainware Intelligent Capture: Core Concepts - Per Person	$ 3,600.00	$ 3,337.20	Training	IE
BWINV1-C	Brainware for Invoices - Per Person	$ 3,600.00	$ 3,337.20	Training	IE
BW-RMS_SUBS	Remote Matching Service	TBD	TBD	Brainware	YR
BW-SAAS-APHFIPY-DBPL	SaaS-Brainware AP Hdr/Ftr - Double Platinum Level hosting. Price here reflects up to 5M Invoices Per Year. Discounts may apply for lower invoice amounts at the Double Platinum Level hosting.	$ 886,100.00	$ 730,146.40	Brainware	YR
BW-SAAS-APHFIPY-GL	SaaS-Brainware AP Hdr/Ftr - Gold Level hosting. Price here reflects up to 5M Invoices Per Year. Discounts may apply for lower invoice amounts at the Gold Level hosting.	$ 619,730.00	$ 510,657.52	Brainware	YR
BW-SAAS-APHFIPY-PL	SaaS-Brainware AP Hdr/Ftr - Platinum Level hosting. Price here reflects up to 5M Invoices Per Year. Discounts may apply for lower invoice amounts at the Platinum Level hosting.	$ 848,600.00	$ 699,246.40	Brainware	YR
BW-SAAS-APHFPPY-DBPL	SaaS-Brainware AP Hdr/Ftr-Double Platinum Level hosting. Price here reflects up to 5M Pages Per Year. Discounts may apply for lower page amounts at the Double Platinum Level hosting.	$ 683,600.00	$ 563,286.40	Brainware	YR
BW-SAAS-APHFPPY-GL	SaaS-Brainware AP Hdr/Ftr-Gold Level hosting. Price here reflects up to 5M Pages Per Year. Discounts may apply for lower page amounts at the Gold Level hosting.	$ 620,600.00	$ 511,374.40	Brainware	YR
BW-SAAS-APHFPPY-PL	SaaS-Brainware AP Hdr/Ftr-Platinum Level hosting. Price here reflects up to 5M Pages Per Year. Discounts may apply for lower page amounts at the Platinum Level hosting.	$ 652,100.00	$ 537,330.40	Brainware	YR
BW-SAAS-APLIPY-DBPL	SaaS-Brainware AP Line Item Double Platinum Level hosting. Price here reflects up to 5M Invoices Per Year. Discounts may apply for lower invoice amounts at the Double Platinum Level hosting.	$ 1,430,000.00	$ 1,178,320.00	Brainware	YR
BW-SAAS-APLIPY-GL	SaaS-Brainware AP Line Item Gold Level hosting. Price here reflects up to 5M Invoices Per Year. Discounts may apply for lower invoice amounts at the Gold Level hosting.	$ 1,355,000.00	$ 1,116,520.00	Brainware	YR
BW-SAAS-APLIPY-PL	SaaS-Brainware AP Line Item Platinum Level hosting. Price here reflects up to 5M Invoices Per Year. Discounts may apply for lower invoice amounts at the Platinum Level hosting.	$ 1,392,500.00	$ 1,147,420.00	Brainware	YR
BW-SAAS-APLPPY-DBPL	SaaS-Brainware AP Line Item-Double Platinum Level hosting. Price here reflects up to 5M Pages Per Year. Discounts may apply for lower page amounts at the Double Platinum Level hosting.	$ 1,068,100.00	$ 880,114.40	Brainware	YR

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BW-SAAS-APLPPY-GL	SaaS-Brainware AP Line Item-Gold Level hosting. Price here reflects up to 5M Pages Per Year. Discounts may apply for lower page amounts at the Gold Level hosting.	$ 1,056,900.00	$ 870,885.60	Brainware	YR
BW-SAAS-APLPPY-PL	SaaS-Brainware AP Line Item-Platinum Level hosting. Price here reflects up to 5M Pages Per Year. Discounts may apply for lower page amounts at the Platinum Level hosting.	$ 2,829,840.00	$ 2,331,788.16	Brainware	YR
BW-SAAS-COPPY-DBPL	SaaS-Brainware Classification Only- Double Platinum Level hosting. Prices refelct up to 5M Pages Per Year. Discounts may apply for lower page amounts at the Double Platinum Level hosting.	$ 339,100.00	$ 279,418.40	Brainware	YR
BW-SAAS-COPPY-GL	SaaS-Brainware Classification Only- Gold Level hosting. Prices refelct up to 5M Pages Per Year. Discounts may apply for lower page amounts at the Gold Level hosting.	$ 276,100.00	$ 227,506.40	Brainware	YR
BW-SAAS-COPPY-PL	SaaS-Brainware Classification Only- Platinum Level hosting. Prices refelct up to 5M Pages Per Year. Discounts may apply for lower page amounts at the Platinum Level hosting.	$ 307,600.00	$ 253,462.40	Brainware	YR
BW-SAAS-SDOPPY-DBPL	SaaS-Brainware Summary Data Only-Double Platinum Level hosting. Price here reflects up to 5M Pages Per Year. Discounts may apply for lower page amounts at the Double Platinum Level hosting.	$ 582,800.00	$ 480,227.20	Brainware	YR
BW-SAAS-SDOPPY-GL	SaaS-Brainware Summary Data Only-Gold Level hosting. Price here reflects up to 5M Pages Per Year. Discounts may apply for lower page amounts at the Gold Level hosting.	$ 519,800.00	$ 428,315.20	Brainware	YR
BW-SAAS-SDOPPY-PL	SaaS-Brainware Summary Data Only-Platinum Level hosting. Price here reflects up to 5M Pages Per Year. Discounts may apply for lower page amounts at the Platinum Level hosting.	$ 551,300.00	$ 454,271.20	Brainware	YR
BW-SAAS-SFPPY-DBPL	SaaS-Brainware Structured Form- Double Platinum Level hosting. Price here reflects up to 5M Pages Per Year. Discounts may apply for lower page amounts at the Double Platinum Level hosting.	$ 339,100.00	$ 279,418.40	Brainware	YR
BW-SAAS-SFPPY-GL	SaaS-Brainware Structured Form- Gold Level hosting. Price here reflects up to 5M Pages Per Year. Discounts may apply for lower page amounts at the Gold Level hosting.	$ 276,100.00	$ 227,506.40	Brainware	YR
BW-SAAS-SFPPY-PL	SaaS-Brainware Structured Form- Platinum Level hosting. Price here reflects up to 5M Pages Per Year. Discounts may apply for lower page amounts at the Platinum Level hosting.	$ 307,600.00	$ 253,462.40	Brainware	YR
BW-SUB-APHFIPY	Sub-Brainware AP Hdr/Ft. Price here reflects up to 5M Invoices Per Year. Price here reflects up to 5M Invoices Per Year. Discounts may apply for fewer Pages Per Year. SKU remains the same for all quantities.	$ 528,900.00	$ 435,813.60	Brainware	YR
BW-SUB-APHFPPY	Sub-Brainware AP Hdr/Ftr. Price here reflects up to 5M Pages Per Year.Price here reflects up to 5M Invoices Per Year. Discounts may apply for fewer Pages Per Year. SKU remains the same for all quantities.	$ 395,700.00	$ 326,056.80	Brainware	YR
BW-SUB-APLIPY	Sub-Brainware AP Line Item. Price here reflects up to 5M Invoices Per Year. Discounts may apply for fewer Pages Per Year. SKU remains the same for all quantities.	$ 964,020.00	$ 794,352.48	Brainware	YR
BW-SUB-APLPPY	Sub-Brainware AP Line Item. Price here reflects up to 5M Pages Per Year. Price here reflects up to 5M Invoices Per Year. Discounts may apply for fewer Pages Per Year. SKU remains the same for all quantities.	$ 744,780.00	$ 613,698.72	Brainware	YR
BW-SUB-COPPY	Sub - Brainware Classification Only. Price here reflects up to 5M Pages Per Year. Price here reflects up to 5M Invoices Per Year. Discounts may apply for fewer Pages Per Year. SKU remains the same for all quantities.	$ 120,120.00	$ 98,978.88	Brainware	YR
BW-SUB-SDOPPY	Sub - Brainware Summary Data Only. Price here reflects up to 5M Pages Per Year. Price here reflects up to 5M Invoices Per Year. Discounts may apply for fewer Pages Per Year. SKU remains the same for all quantities.	$ 315,060.00	$ 259,609.44	Brainware	YR

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BW-SUB-SFPPY	Sub - Brainware Structured Form. Price here reflects up to 5M Pages Per Year. Price here reflects up to 5M Invoices Per Year. Discounts may apply for fewer Pages Per Year. SKU remains the same for all quantities.	$ 120,120.00	$ 98,978.88	Brainware	YR
CACIPI1_SUBS	Smart Card Authentication	$ 4,800.00	$ 3,955.20	OnBase	YR
CADIPC1_SAAS	CAD Document Viewer Concurrent Client - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 989.52	$ 815.36	OnBase	YR
CADIPC1_SUBS	CAD Document Viewer Concurrent Client	$ 480.00	$ 395.52	OnBase	YR
CCDIPI1_SUBS	Client Connector for Deltek Costpoint	$ 9,600.00	$ 7,910.40	OnBase	YR
CCIPIE_SUBS	Enterprise Combined Client API (Core/Thick)	TBD	TBD	OnBase	YR
CDIPW1_SUBS	CD Authoring	$ 480.00	$ 395.52	OnBase	YR
CFIPI1_SAAS	Context Search Framework - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
CFIPI1_SUBS	Context Search Framework	$ 4,800.00	$ 3,955.20	OnBase	YR
CHMGPR	Change Management Practitioner	$ 260.00	$ 254.41	Services	HR
CIC-APP-HYLSF_SAAS	Hyland for Salesforce per user per year.	$ 360.00	$ 367.09	Content Innovation Cloud	YR
CIC-APP-IBC_SAAS	Intelligent Correspondence Revenue Cycle - Contains AI. Priced per page per year.	$ 0.45	$ 0.46	Content Innovation Cloud	YR
CIC-APP-IMR_SAAS	Intelligent Medical Records - Contains AI. Priced per page per year.	$ 0.45	$ 0.46	Content Innovation Cloud	YR
CIC-APP-SFNS_SAAS	Hyland for SAP SuccessFactors - Entire Organization - Non-Specialist. Priced per non-specialist per year.	$ 24.00	$ 24.47	Content Innovation Cloud	YR
CIC-APP-SFS_SAAS	Hyland for SAP SuccessFactors - Entire Organization - Specialist. Priced per specialist per year.	$ 240.00	$ 244.73	Content Innovation Cloud	YR
CIC-APP-SFSO_SAAS	Hyland for SAP SuccessFactors Integration - Specialists Only. Proced per user per year. 20 user minimum.	$ 1,000.00	$ 1,019.70	Content Innovation Cloud	YR
CIC-APP-WISO_SAAS	Hyland for Workday - Specialist. Per user per month. Minimum 30 users required.	$ 42.50	$ 43.34	Content Innovation Cloud	MO
CIC-APP-WNS_SAAS	Hyland for Workday - Non-Specialist	$ 3.50	$ 3.57	Content Innovation Cloud	MO
CIC-ATC_SAAS	Active Traditional Content (TB). Priced per TB per year.	$ 6,500.00	$ 6,628.05	Content Innovation Cloud	YR
CIC-AUTOMATE-CU_SAAS	Automate - 25 Concurrent Users	$ 22,500.00	$ 22,943.25	Content Innovation Cloud	YR
CIC-CI-AB-OUTCOME_SAAS	Agent Builder - Contains AI - Outcome	$ 0.10	$ 0.10	Content Innovation Cloud	YR
CIC-CI-AGENTBUILD_SAAS	Agent Builder - Contains AI	$ 5,000.00	$ 5,098.50	Content Innovation Cloud	YR
CIC-CI-DISCOVERY-D_SAAS	Knowledge Discovery - Documents	$ 673,200.00	$ 686,462.04	Content Innovation Cloud	YR
CIC-CI-DISCOVERY-D-I_SAAS	Knowledge Discovery - 600,000 Documents	$ 12,000.00	$ 12,236.40	Content Innovation Cloud	YR
CIC-CI-DISCOVERY-DOTF_SAAS	Knowledge Discovery - Documents - One Time Fee	$ 1,346,400.00	$ 1,372,924.08	Content Innovation Cloud	EA
CIC-CI-DISCOVERY-S_SAAS	Knowledge Discovery - Sessions. Priced per session per year.	$ 0.40	$ 0.41	Content Innovation Cloud	YR
CIC-CI-DISCOVERY-S-I_SAAS	Knowledge Discovery - 60,000 Sessions	$ 12,000.00	$ 12,236.40	Content Innovation Cloud	YR
CIC-CI-DISCOVERY-STRG_SAAS	Knowledge Discovery - Storage	$ 1,800.00	$ 1,835.46	Content Innovation Cloud	YR
CIC-CI-ENRICHMENT_SAAS	Knowledge Enrichment - Contains AI. Per year.	$ 5,000.00	$ 5,098.50	Content Innovation Cloud	YR
CIC-CI-KE-CUR_AV_SAAS	Knowledge Enrichment - Curation of Audio/Video - Contains AI	$ 0.20	$ 0.20	Content Innovation Cloud	YR
CIC-CI-KE-CUR_IMG_SAAS	Knowledge Enrichment - Curation of Image - Contains AI	$ 0.10	$ 0.10	Content Innovation Cloud	YR
CIC-CI-KE-CUR_TXT_SAAS	Knowledge Enrichment - Curation of Text - Contains AI	$ 0.04	$ 0.04	Content Innovation Cloud	YR
CIC-CI-KE-ENR_IMG_SAAS	Knowledge Enrichment - Enrichment of Image - Contains AI	$ 0.10	$ 0.10	Content Innovation Cloud	YR
CIC-CI-KE-ENR_TXT_SAAS	Knowledge Enrichment - Enrichment of Text - Contains AI	$ 0.04	$ 0.04	Content Innovation Cloud	YR
CIC-PI-AUTOMATE-NU_SAAS	Automate - per Named User	$ 300.00	$ 305.91	Content Innovation Cloud	YR
CIC-PI-IDP_SAAS	IDP - Contains Artificial Intelligence Functionality. Priced per page per year.	$ 0.67	$ 0.68	Content Innovation Cloud	YR
CIC-PI-IDP-BAOPP_SAAS	IDP Bundle per Page Volume Add-On	$ 0.45	$ 0.46	Content Innovation Cloud	YR
CIC-PI-IDP-BF_SAAS	IDP Backfile. Priced per page per year.	$ 1.25	$ 1.27	Content Innovation Cloud	YR

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CIC-PI-IDP-I_SAAS	IDP - 60,000 Pages	$ 27,000.00	$ 27,531.90	Content Innovation Cloud	YR
CIC-UPGRADE-PSFLAT	Upgrade Program	$ 73,425.00	$ 74,871.47	Services	EA
CLIPW1_SAAS	COLD/ERM - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
CLIPW1_SUBS	COLD/ERM	$ 4,800.00	$ 3,955.20	OnBase	YR
COIPI1_SAAS	Collaboration - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
CSIPI1_SAAS	CAD Services - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
CSIPI1_SUBS	CAD Services	$ 2,400.00	$ 1,977.60	OnBase	YR
CTIPC_SAAS	Concurrent Client - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 1,385.33	$ 1,141.51	OnBase	YR
CTIPC_SUBS	Concurrent Client. Pricing based on number of users. Pricing here is for first 100 users. Volume discounts apply for additional users.	$ 672.00	$ 553.73	OnBase	YR
CTIPC1-VO_SUBS	Concurrent Client - View Only	$ 70.08	$ 57.75	OnBase	YR
CTIPCE_SAAS	Enterprise Concurrent Clients	TBD	TBD	OnBase	YR
CTIPCE_SUBS	Enterprise Concurrent Clients	TBD	TBD	OnBase	YR
CTIPCPE_SUBS	Concurrent Client PE	$ 672.00	$ 553.73	OnBase	YR
CTIPI1_SUBS	Storage Integration for EMC Centera	$ 9,600.00	$ 7,910.40	OnBase	YR
CTIPN_SAAS	Named User Client - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 692.66	$ 570.75	OnBase	YR
CTIPN_SUBS	Named User Client. Pricing based on number of users. Pricing here is for first 100 users. Volume discounts apply for additional users.	$ 336.00	$ 276.86	OnBase	YR
CTIPNPE_SUBS	Named User Client PE	$ 336.00	$ 276.86	OnBase	YR
CTIPW_SAAS	Workstation Client - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 692.66	$ 570.75	OnBase	YR
CTIPW_SUBS	Workstation Client	$ 336.00	$ 276.86	OnBase	YR
CTIPWPE_SUBS	Workstation Client PE	$ 336.00	$ 276.86	OnBase	YR
CTO-OLIPI1_SUBS	SMB Integration for Microsoft Outlook	$ 2,400.00	$ 1,977.60	OnBase	YR
CUIPW_SUBS	Integration for Canon uniFLOW	$ 192.00	$ 158.21	OnBase	YR
CUS	Cloud Update Service. Priced per dollar in ARR per year.	$ 0.15	$ 0.15	Content Innovation Cloud	YR
CUSOL1	Integration Engineer	$ 260.00	$ 254.41	Services	HR
CVCNS1	Conversion Consultant	$ 310.00	$ 303.34	Services	HR
CVWIPI1_SUBS	Combined Viewer	$ 2,400.00	$ 1,977.60	OnBase	YR
DBSRV1	Database Engineer	$ 310.00	$ 303.34	Services	HR
DGIPN1_SUBS	Digital Signatures	$ 96.00	$ 79.10	OnBase	YR
DIIPW_SAAS	Production Document Imaging (Kofax or Twain)	$ 4,947.60	$ 4,076.82	OnBase	YR
DIIPW_SUBS	Production Document Imaging (Kofax or Twain)	$ 2,400.00	$ 1,977.60	OnBase	YR
DIIPW1_SAAS	Production Document Imaging (Kofax or Twain) (1	$ 4,947.60	$ 4,076.82	OnBase	YR
DIIPW1_SUBS	Production Document Imaging (Kofax or Twain) (1)	$ 2,400.00	$ 1,977.60	OnBase	YR
DIIPW2_SAAS	Production Document Imaging (Kofax or Twain) (2+)	$ 2,968.56	$ 2,446.09	OnBase	YR
DIIPW2_SUBS	Production Document Imaging (Kofax or Twain) (2+)	$ 1,440.00	$ 1,186.56	OnBase	YR
DIIPWE_SUBS	Enterprise Production Document Imaging (Kofax or TWAIN)	TBD	TBD	OnBase	YR
DKTIPI1_SUBS	Document Knowledge Transfer & Compliance	$ 7,680.00	$ 6,328.32	OnBase	YR
DKTIPI2_SUBS	Enterprise Web Access for Document Knowledge Transfer & Compliance	$ 9,600.00	$ 7,910.40	OnBase	YR

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DMIPI1_SAAS	EDM Services - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
DMIPI1_SUBS	EDM Services	$ 2,400.00	$ 1,977.60	OnBase	YR
DPIPW1_SAAS	Document Import Processor - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
DPIPW1_SUBS	Document Import Processor	$ 2,400.00	$ 1,977.60	OnBase	YR
DRIPI1_SAAS	Document Retention - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
DRIPI1_SUBS	Document Retention	$ 4,800.00	$ 3,955.20	OnBase	YR
DSIPC1_SUBS	Healthcare Disconnected Scanning for Citrix (1)	$ 2,880.00	$ 2,373.12	OnBase	YR
DSIPC2_SUBS	Healthcare Disconnected Scanning for Citrix (2+)	$ 1,152.00	$ 949.25	OnBase	YR
DSIPI1_SAAS	Distributed Disk Services - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
DSIPI1_SUBS	Distributed Disk Services	$ 2,400.00	$ 1,977.60	OnBase	YR
DSIPW_SUBS	Disconnected Scanning	$ 2,400.00	$ 1,977.60	OnBase	YR
DSIPW2_SAAS	Disconnected Scanning (2+) - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 2,968.56	$ 2,446.09	OnBase	YR
DSIPWE_SUBS	Enterprise Disconnected Scanning	TBD	TBD	OnBase	YR
DVIPW1_SUBS	DVD Authoring	$ 960.00	$ 791.04	OnBase	YR
DXIPI1_SAAS	Integration for DocuSign eSignature - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 14,842.80	$ 12,230.47	OnBase	YR
DXIPI1_SUBS	Integration for DocuSign eSignature	$ 7,200.00	$ 5,932.80	OnBase	YR
DXIPW1_SUBS	XML Index Document Import Processor	$ 2,400.00	$ 1,977.60	OnBase	YR
EACEIPIE_SUBS	Enterprise External Access Client	TBD	TBD	OnBase	YR
EACIPI1-CO_SAAS	External Access Client Contribute User - SaaS	$ 8.25	$ 6.80	OnBase	MO
EACIPI1-FA_SAAS	External Access Client Full Access User - SaaS	$ 16.49	$ 13.59	OnBase	MO
EACIPI1-RO_SAAS	External Access Client Read Only User - SaaS	$ 4.12	$ 3.39	OnBase	MO
EACIPIE_SUBS	Enterprise External Access Client (Per Portal)	TBD	TBD	OnBase	YR
EBIPI1_SUBS	Image Segment Archiver	$ 1,920.00	$ 1,582.08	OnBase	YR
ECIPW1_SUBS	Integration for eCopy ShareScan OP	$ 576.00	$ 474.62	OnBase	YR
EEIPI1_SUBS	Enterprise Integration for eCopy ShareScan	$ 24,000.00	$ 19,776.00	OnBase	YR
EFTWI1-C	Basic Electronic Forms - Online	$ 1,440.00	$ 1,334.88	Training	IE
EGIPI1_SAAS	Integration for ESRI ArcGIS Server - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
EGIPI1_SUBS	Integration for ESRI ArcGIS Server	$ 4,800.00	$ 3,955.20	OnBase	YR
EHIPI1_SAAS	Encrypted Diskgroups - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
EHIPI1_SUBS	Encrypted Diskgroups	$ 4,800.00	$ 3,955.20	OnBase	YR
EIIPI1_SUBS	Enterprise Core API	TBD	TBD	OnBase	YR
EISIPI1_SUBS	Enterprise Integration Server (EIS)	$ 19,200.00	$ 15,820.80	OnBase	YR
EISIPI1-XB_SUBS	Enterprise Integration Server (EIS)	$ 19,200.00	$ 15,820.80	OnBase	YR
EISSSH1	EIS Hosting Package	$ 1,500.00	$ 1,236.00	OnBase	MO
ELIPC1_SUBS	COLD/ERM-Only Concurrent Client	$ 288.00	$ 237.31	OnBase	YR
ELIPC2_SUBS	Image-Only Concurrent Client	$ 288.00	$ 237.31	OnBase	YR
ELIPC3_SUBS	Proformance - COLD/ERM-Only Concurrent Client	$ 240.00	$ 197.76	OnBase	YR

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ELIPI1_SUBS	COLD/ERM-Only Multi-User Server	$ 960.00	$ 791.04	OnBase	YR
ELIPI2_SUBS	Image-Only Multi-User Server	$ 960.00	$ 791.04	OnBase	YR
ELIPW1_SUBS	COLD/ERM-Only Workstation Client	$ 144.00	$ 118.66	OnBase	YR
ELIPW2_SUBS	Image-Only Workstation Client	$ 144.00	$ 118.66	OnBase	YR
EMIPI1_SUBS	Integration for Epic (Single Integration)	$ 24,000.00	$ 19,776.00	OnBase	YR
EMIPI2_SUBS	Integration for Epic (Enterprise)	$ 36,000.00	$ 29,664.00	OnBase	YR
EMIPI3_SUBS	Integration for Epic - For enterprise Epic integration	$ 48,000.00	$ 39,552.00	OnBase	YR
EMIPI4_SUBS	Integration for Epic	$ 48,000.00	$ 39,552.00	OnBase	YR
EMIPI5_SUBS	Integration for Epic	$ 72,000.00	$ 59,328.00	OnBase	YR
EMIPI6_SUBS	Integration for Epic	$ 48,000.00	$ 39,552.00	OnBase	YR
ENTSCN_SUBS	Enterprise Scanning	TBD	TBD	OnBase	YR
ENTSCN2_SUBS	Enterprise Scanning	TBD	TBD	OnBase	YR
ENTSCN3_SUBS	Enterprise Scanning	TBD	TBD	OnBase	YR
ERIPI1_SAAS	Exception Reports - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 3,958.08	$ 3,261.46	OnBase	YR
ERIPI1_SUBS	Exception Reports	$ 1,920.00	$ 1,582.08	OnBase	YR
ESGSV1	Enterprise Solutions Consultant	$ 260.00	$ 254.41	Services	HR
ESIPW1_SUBS	Express Scanning	$ 480.00	$ 395.52	OnBase	YR
EXIPC1_SUBS	Export	$ 2,400.00	$ 1,977.60	OnBase	YR
ExpertAccess-Custom	Expert Access Custom	TBD	TBD	Recurring Services	YR
ExpertAccess-Large	Expert Access Large	$ 165,000.00	$ 161,452.50	Recurring Services	YR
ExpertAccess-Medium	Expert Access Medium	$ 90,000.00	$ 88,065.00	Recurring Services	YR
ExpertAccess-Small	Expert Access Small	$ 50,000.00	$ 48,925.00	Recurring Services	YR
EXSUP1	Extended Support Fee. Hyland charges a 25% extended support fee for any customer running on a version of software that has been designated as an "Extended Support Version". This fee is calculated from and charged in addition to the customer's annual maintenance, subscription, and/or hosting renewal total.	$ 0.25	25.00%	Maintenance	YR
FIXEDFEE	Fixed Fee Billing for Services Engagements	TBD	TBD	Services	EA
FMIPI1_SUBS	E-Forms	$ 4,800.00	$ 3,955.20	OnBase	YR
FOIPC1_SUBS	Healthcare Front Office Scanning for Citrix	$ 576.00	$ 474.62	OnBase	YR
FOIPW1_SUBS	Front Office Scanning	$ 480.00	$ 395.52	OnBase	YR
FOIPWE_SUBS	Enterprise Front Office Scanning	TBD	TBD	OnBase	YR
FPIPW1_SAAS	Full-Page OCR - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 1,484.28	$ 1,223.05	OnBase	YR
FPIPW1_SUBS	Full-Page OCR	$ 720.00	$ 593.28	OnBase	YR
FSIPI1-BF_SUBS	Integration for Biscom FAXCOM	$ 2,880.00	$ 2,373.12	OnBase	YR
FSIPI1-EF_SUBS	Integration for Esker Fax	$ 2,880.00	$ 2,373.12	OnBase	YR
FTSIPI1_SAAS	Full-Text Search - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 19,790.40	$ 16,307.29	OnBase	YR
FTSIPI1_SUBS	Full-Text Search	$ 9,600.00	$ 7,910.40	OnBase	YR
FTSSH1	Full-Text Indexing Hosting Package	$ 750.00	$ 618.00	OnBase	MO
GC-CTIPW_PAAS	Gov Cloud - Workstation Client	$ 692.66	$ 677.77	OnBase	YR
GC-DPIPW1_PAAS	Gov Cloud - Document Import Processor	$ 4,947.60	$ 4,841.23	OnBase	YR
GC-EACIPI1_PAAS	Gov Cloud - External Access Client	$ 1,979.04	$ 1,936.49	OnBase	YR
GC-ENTSCN_PAAS	Government Cloud - Enterprise Scanning	TBD	TBD	OnBase	YR

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GC-FHIRIPI1_PAAS	Government Cloud - FHIR	TBD	TBD	OnBase	YR
GC-GWIPI1_PAAS	Gov Cloud - Public Sector Constituency Web Access	$ 0.01	$ 0.01	OnBase	YR
GC-HLIPW1_PAAS	Gov Cloud - HL7 Module	$ 24,738.00	$ 24,206.13	OnBase	YR
GC-INVIPI_PAAS	Gov Cloud - Document Packaging & Delivery	$ 79,161.60	$ 77,459.63	OnBase	YR
GC-IRIPI1_PAAS	Gov Cloud - ICR Support for Advanced Capture	$ 4,947.60	$ 4,841.23	OnBase	YR
GC-OCIPW1_PAAS	Gov Cloud - Batch OCR	$ 1,484.28	$ 1,452.37	OnBase	YR
GC-ONB-ACAP_PAAS	Gov Cloud - OnBase Advanced Capture Package	$ 58,800.00	$ 57,535.80	OnBase	YR
GC-ONB-CFP_PAAS	Gov Cloud - OnBase Healthcare Claims Format Processor (Provider)	$ 77,740.00	$ 76,068.59	OnBase	YR
GC-ONB-CFPY_PAAS	Gov Cloud Healthcare Claims Format Processor (Payor)	$ 36,000.00	$ 35,226.00	OnBase	YR
GC-ONB-CPAC_PAAS	Gov Cloud - Constituent Public Access (View Only)	$ 120,000.00	$ 117,420.00	OnBase	YR
GC-ONB-DCP_PAAS	Gov Cloud - Document Composition & Packaging	$ 40,000.00	$ 39,140.00	OnBase	YR
GC-ONB-EAC_PAAS	Gov Cloud - External Access Client	$ 2,220.00	$ 2,172.27	OnBase	YR
GC-ONB-EHREPC_PAAS	Gov Cloud - OnBase Integration for Epic	$ 14,576,250.00	$ 14,262,860.63	OnBase	YR
GC-ONB-ESC-DBPL_PAAS	GovCloud OnBase Essential - Per Concurrent User - Double Platinum	$ 7,820.00	$ 7,651.87	OnBase	YR
GC-ONB-ESC-GL_PAAS	GovCloud OnBase Essential - Per Concurrent User - Gold	$ 4,710.00	$ 4,608.74	OnBase	YR
GC-ONB-ESC-PL_PAAS	GovCloud OnBase Essential - Per Concurrent User - Platinum	$ 6,640.00	$ 6,497.24	OnBase	YR
GC-ONB-ESN-DBPL_PAAS	GovCloud OnBase Essential - Per Named User - Double Platinum	$ 2,930.00	$ 2,867.01	OnBase	YR
GC-ONB-ESN-GL_PAAS	GovCloud OnBase Essential - Per Named User - Gold.	$ 2,530.00	$ 2,475.61	OnBase	YR
GC-ONB-ESN-PL_PAAS	GovCloud OnBase Essential - Per Named User - Platinum	$ 2,730.00	$ 2,671.31	OnBase	YR
GC-ONB-HCES_PAAS	Gov Cloud - Enterprise Essential for Healthcare Providers	$ 1,457,625.00	$ 1,426,286.06	OnBase	YR
GC-ONB-HCST_PAAS	Gov Cloud - Enterprise Standard for Healthcare Providers	$ 2,915,250.00	$ 2,852,572.13	OnBase	YR
GC-ONB-INTG1-11_PAAS	Gov Cloud Integration for DocuSign eSignature	$ 13,950.00	$ 13,650.08	OnBase	YR
GC-ONB-INTG1-13_PAAS	Gov Cloud - Integration for Esker Fax	$ 13,950.00	$ 13,650.08	OnBase	YR
GC-ONB-INTG1-14_PAAS	Gov Cloud - Integration for ESRI ArcGIS Server	$ 13,950.00	$ 13,650.08	OnBase	YR
GC-ONB-INTG1-2_PAAS	Government Cloud - Business Indexing Connector for use with SAP ArchiveLink	$ 13,950.00	$ 13,650.08	Hyland Managed Government Cloud	YR
GC-ONB-INTG1-4_PAAS	Government Cloud - Connector for use with SAP ArchiveLink	$ 13,950.00	$ 13,650.08	Hyland Managed Government Cloud	YR
GC-ONB-INTG1-40_PAAS	Gov Cloud - Query API (500 queries/hour) (OnBase Unity/Core)	$ 13,950.00	$ 13,650.08	OnBase	YR
GC-ONB-INTG1-49_PAAS	Gov Cloud OnBase Workday Student Integration	$ 13,950.00	$ 13,650.08	OnBase	YR
GC-ONB-INTG1-60_PAAS	Gov Cloud - OnBase Integration for Adobe Sign eSignature	$ 13,950.00	$ 13,650.08	OnBase	YR
GC-ONB-INTG1-64_PAAS	Gov Cloud - Web Parts for Microsoft SharePoint	$ 13,950.00	$ 13,650.08	OnBase	YR
GC-ONB-INTG1-7_PAAS	Gov Cloud - Integration for Biscom FAXCOM	$ 13,950.00	$ 13,650.08	OnBase	YR
GC-ONB-OIM_PAAS	Gov Cloud - Image Forms	$ 36,000.00	$ 35,226.00	OnBase	YR
GC-ONB-PRC-DBPL_PAAS	GovCloud OnBase Premier - Per Concurrent User - Double Platinum	$ 15,110.00	$ 14,785.14	OnBase	YR
GC-ONB-PRC-GL_PAAS	GovCloud OnBase Premier - Per Concurrent User - Gold	$ 10,490.00	$ 10,264.47	OnBase	YR
GC-ONB-PRC-PL_PAAS	GovCloud OnBase Premier - Per Concurrent User - Platinum	$ 12,520.00	$ 12,250.82	OnBase	YR
GC-ONB-PRN-DBPL_PAAS	GovCloud OnBase Premier - Per Named User - Double Platinum	$ 3,930.00	$ 3,845.51	OnBase	YR
GC-ONB-PRN-GL_PAAS	GovCloud OnBase Premier - Per Named User - Gold	$ 3,530.00	$ 3,454.11	OnBase	YR
GC-ONB-PRN-PL_PAAS	GovCloud OnBase Premier - Per Named User - Platinum	$ 3,730.00	$ 3,649.81	OnBase	YR
GC-ONB-PWCE_PAAS	Government Cloud - OnBase Standard Custom Enterprise	TBD	TBD	Hyland Managed Government Cloud	YR
GC-ONB-SFI_PAAS	Gov Cloud - OnBase Integration for Salesforce - Per User	$ 630.00	$ 616.46	OnBase	YR
GC-ONB-STC-DBPL_PAAS	GovCloud OnBase Standard - Per Named User - Double Platinum	$ 3,430.00	$ 3,356.26	OnBase	YR
GC-ONB-STC-GL_PAAS	GovCloud OnBase Standard - Per Concurrent User - Gold	$ 8,560.00	$ 8,375.96	OnBase	YR
GC-ONB-STC-PL_PAAS	GovCloud OnBase Standard - Per Concurrent User - Platinum	$ 10,170.00	$ 9,951.35	OnBase	YR
GC-ONB-STN-DBPL_PAAS	GovCloud OnBase Standard - Per Concurrent User - Double Platinum	$ 12,220.00	$ 11,957.27	OnBase	YR
GC-ONB-STN-GL_PAAS	GovCloud OnBase Standard - Per Named User - Gold	$ 3,030.00	$ 2,964.86	OnBase	YR

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GC-ONB-STN-PL_PAAS	GovCloud OnBase Standard - Per Named User - Platinum	$ 3,230.00	$ 3,160.56	OnBase	YR
GC-ONB-WEBUI-COMME_PAAS	Government Cloud - Services Accelerator - Web UI Framework - Commercial - Enterprise	TBD	TBD	OnBase	YR
GC-P5IPW1-5010_PAAS	Gov Cloud - EDI 835 EOB Processor (HIPAA 5010)	$ 14,842.80	$ 14,523.68	OnBase	YR
GC-P7IPW1-5010_PAAS	Gov Cloud - EDI 837 Processor (HIPAA 5010)	$ 14,842.80	$ 14,523.68	OnBase	YR
GC-PDIIPI1_PAAS	Government Cloud - Enterprise Production Document Imaging	TBD	TBD	OnBase	YR
GC-RPIPI1_PAAS	Gov Cloud - Report Services	$ 4,947.60	$ 4,841.23	OnBase	YR
GC-RUIPI1_PAAS	Gov Cloud - Release of Information	$ 49.48	$ 48.42	OnBase	YR
GC-SSIPW1_PAAS	Gov Cloud - Mailbox Importer	$ 9,895.20	$ 9,682.45	OnBase	YR
GC-WSPIPIE_PAAS	Government Cloud - Enterprise Web Services Publishing. Per year.	TBD	TBD	OnBase	YR
GC-WVOIPI1_PAAS	Gov Cloud - WorkView Integration for Microsoft Outlook	$ 9,895.20	$ 9,682.45	OnBase	YR
GC-WWIPC_PAAS	Gov Cloud Workflow/WorkView Concurrent Client SL	$ 2,869.61	$ 2,807.91	OnBase	YR
GOVT-B-LOCAL_SAAS	Local Government Licensing Bundle - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 19,790.40	$ 19,364.91	OnBase	YR
GOVT-B-LOCAL_SUBS	Local Government Licensing Bundle	$ 9,600.00	$ 9,393.60	OnBase	YR
GV-B-MU2-ADIPI1_SUBS	Local Government Document Composition	$ 3,840.00	$ 3,757.44	OnBase	YR
GV-B-MU2-AEIPI1_SUBS	Local Government Application Enabler	$ 2,880.00	$ 2,818.08	OnBase	YR
GV-B-MU2-AEIPI2_SUBS	Local Government Enterprise Application Enabler	$ 9,600.00	$ 9,393.60	OnBase	YR
GV-B-MU2-ASIPW1_SUBS	Local Government Production Document Imaging (ISIS) - For first	$ 960.00	$ 939.36	OnBase	YR
GV-B-MU2-ASIPW2_SUBS	Local Government Production Document Imaging (ISIS) - For second and beyond	$ 384.00	$ 375.74	OnBase	YR
GV-B-MU2-AVTIPI1_SUBS	Local Government Agenda Voting	$ 3,840.00	$ 3,757.44	OnBase	YR
GV-B-MU2-CTIPC1_SAAS	Local Government Concurrent Client - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 643.19	$ 629.36	OnBase	YR
GV-B-MU2-CTIPC1_SUBS	Local Government Concurrent Client	$ 312.00	$ 305.29	OnBase	YR
GV-B-MU2-CTIPCPE_SUBS	Local Government Concurrent Client PE	$ 312.00	$ 305.29	OnBase	YR
GV-B-MU2-CTIPN1_SAAS	Local Government Named User Client - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 395.81	$ 387.30	OnBase	YR
GV-B-MU2-CTIPN1_SUBS	Local Government Named User Client	$ 192.00	$ 187.87	OnBase	YR
GV-B-MU2-CTIPNPE_SUBS	Local Government Named User Client PE	$ 192.00	$ 187.87	OnBase	YR
GV-B-MU2-DIIPW1_SAAS	Local Government Production Document Imaging (Kofax or TWAIN)	$ 1,979.04	$ 1,936.49	OnBase	EA
GV-B-MU2-DIIPW1_SUBS	Local Government Production Document Imaging (Kofax or TWAIN)	$ 960.00	$ 939.36	OnBase	YR
GV-B-MU2-DIIPW2_SAAS	Local Government Production Document Imaging (Kofax or TWAIN)	$ 791.62	$ 774.60	OnBase	YR
GV-B-MU2-DIIPW2_SUBS	Local Government Production Document Imaging (Kofax or TWAIN)	$ 384.00	$ 375.74	OnBase	YR
GV-B-MU2-DRIPI1_SAAS	Local Government Document Retention - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 3,958.08	$ 3,872.98	OnBase	YR
GV-B-MU2-DRIPI1_SUBS	Local Government Document Retention	$ 1,920.00	$ 1,878.72	OnBase	YR
GV-B-MU2-DSIPI1_SUBS	Local Government Distributed Disk Service	$ 960.00	$ 939.36	OnBase	YR
GV-B-MU2-EHIPI1_SUBS	Local Govt Encrypted Disk Groups	$ 2,880.00	$ 2,818.08	OnBase	YR
GV-B-MU2-FTSIPI1_SUBS	Local Government Full Text Search	$ 5,760.00	$ 5,636.16	OnBase	YR
GV-B-MU2-IAIPW1_SUBS	Local Government Advanced Capture	$ 4,800.00	$ 4,696.80	OnBase	YR
GV-B-MU2-IBSIPI1_SUBS	Local Government Integration for BS&A Software	$ 3,840.00	$ 3,757.44	OnBase	YR
GV-B-MU2-ICVIPI1_SUBS	Local Government Integration for CityView	$ 2,880.00	$ 2,818.08	OnBase	YR
GV-B-MU2-IDIPC1_SAAS	Local Government Full-Text Indexing Concurrent Client for Autonomy IDOL - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 118.74	$ 116.19	OnBase	YR
GV-B-MU2-IMFIPI2_SUBS	Local Government Image Forms	$ 4,800.00	$ 4,696.80	OnBase	YR
GV-B-MU2-OBAIPI1_SUBS	Local Government Office Business Application	$ 960.00	$ 939.36	OnBase	YR

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GV-B-MU2-OPRIPC1_SAAS	Local Government Plan Review Concurrent Client - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 2,968.56	$ 2,904.74	OnBase	YR
GV-B-MU2-OPRIPC1_SUBS	Local Government Plan Review Concurrent Client	$ 1,440.00	$ 1,409.04	OnBase	YR
GV-B-MU2-OPRIPCPE_SUBS	Local Government Plan Review Concurrent Client PE	$ 1,440.00	$ 1,409.04	OnBase	YR
GV-B-MU2-OPRIPN1_SAAS	Local Government Plan Review Named User Client - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 1,731.66	$ 1,694.43	OnBase	YR
GV-B-MU2-OPRIPN1_SUBS	Local Government Plan Review Named User Client	$ 840.00	$ 821.94	OnBase	YR
GV-B-MU2-OPRIPNPE_SUBS	Local Government Plan Review Named User Client PE	$ 840.00	$ 821.94	OnBase	YR
GV-B-MU2-OUTIPI1_SAAS	Local Government Integration for Microsoft Outlook - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 3,958.08	$ 3,872.98	OnBase	YR
GV-B-MU2-OUTIPI1_SUBS	Local Government Integration for Microsoft Outlook	$ 1,920.00	$ 1,878.72	OnBase	YR
GV-B-MU2-PRTIPI1_SAAS	Local Government Plan Review Integration Toolkit - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 5,937.12	$ 5,809.47	OnBase	YR
GV-B-MU2-PRTIPI1_SUBS	Local Government Plan Review Integration Toolkit	$ 2,880.00	$ 2,818.08	OnBase	YR
GV-B-MU2-PTIPC1_SUBS	Local Government Virtual Print Driver	$ 1,680.00	$ 1,643.88	OnBase	YR
GV-B-MU2-RIIPI1_SUBS	Local Government Records Management	$ 3,840.00	$ 3,757.44	OnBase	YR
GV-B-MU2-TIIPW1_SUBS	Local Government Production Document Imaging (TWAIN) - For first	$ 960.00	$ 939.36	OnBase	YR
GV-B-MU2-TIIPW2_SUBS	Local Government Production Document Imaging (TWAIN) - For second and beyond	$ 384.00	$ 375.74	OnBase	YR
GV-B-MU2-UNIPI1_SUBS	Local Government Unity Client Server	$ 1,920.00	$ 1,878.72	OnBase	YR
GV-B-MU2-VLIPC1_SUBS	Local Government Workview Concurrent Client SL	$ 432.00	$ 422.71	OnBase	YR
GV-B-MU2-VLIPCPE_SUBS	Local Government Workview Concurrent Client SL PE	$ 432.00	$ 422.71	OnBase	YR
GV-B-MU2-VLIPN1_SUBS	Local Government Workview Named User Client SL	$ 259.20	$ 253.63	OnBase	YR
GV-B-MU2-VLIPNPE_SUBS	Local Government Workview Named User Client SL PE	$ 259.20	$ 253.63	OnBase	YR
GV-B-MU2-WLIPC1_SAAS	Local Government Workflow Concurrent Client SL - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 989.52	$ 968.25	OnBase	YR
GV-B-MU2-WLIPC1_SUBS	Local Government Workflow Concurrent Client SL	$ 480.00	$ 469.68	OnBase	YR
GV-B-MU2-WLIPCPE_SUBS	Local Government Workflow Concurrent Client SL PE	$ 480.00	$ 469.68	OnBase	YR
GV-B-MU2-WLIPN1_SUBS	Local Government Workflow Named User Client SL	$ 336.00	$ 328.78	OnBase	YR
GV-B-MU2-WLIPNPE_SUBS	Local Government Workflow Named User Client SL PE	$ 336.00	$ 328.78	OnBase	YR
GV-B-MU2-WTIPW1_SAAS	Local Government Web Server - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 3,958.08	$ 3,872.98	OnBase	YR
GV-B-MU2-WTIPW1_SUBS	Local Government Web Server	$ 1,920.00	$ 1,878.72	OnBase	YR
GV-B-MU2-WWIPC1_SUBS	Local Government Workflow/Workview Concurrent SL	$ 835.20	$ 817.24	OnBase	YR
GV-B-MU2-WWIPCPE_SUBS	Local Government Workflow/Workview Concurrent SL PE	$ 835.20	$ 817.24	OnBase	YR
GV-B-MU2-WWIPN1_SUBS	Local Government Workflow/WorkView Named User Client SL	$ 518.40	$ 507.25	OnBase	YR
GV-B-MU2-WWIPNPE_SUBS	Local Government Workflow/WorkView Named User Client SL PE	$ 518.40	$ 507.25	OnBase	YR
GV-B-MU2-YOUIPI1_SUBS	Local Government Integration for YouTube for Meeting Video	$ 3,840.00	$ 3,757.44	OnBase	YR
GWIPI1_SAAS	Public Sector Constituency Web Access - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 0.01	$ 0.01	OnBase	YR
GWIPI1_SUBS	Public Sector Constituency Web Access	$ -	$ -	OnBase	YR
HCPAP1-LG_SAAS	Hyland Content Portal for AP - Large Business - Up to 10 Forms - Hosted	$ 54,500.00	$ 55,573.65	Content Portal	YR
HCPAP1-LG_SUBS	Hyland Content Portal for AP - Large Business - Up to 10 Forms	$ 24,000.00	$ 24,472.80	Content Portal	YR
HCPAP1-SM_SAAS	Hyland Content Portal for AP - Small Business - Up to 10 Forms- Hosted	$ 45,200.00	$ 46,090.44	Content Portal	YR
HCPAP1-SM_SUBS	Hyland Content Portal for AP - Small Business - Up to 10 Forms	$ 14,700.00	$ 14,989.59	Content Portal	YR
HCPAP2-LG_SAAS	Hyland Content Portal for AP - Large Business - Up to 25 Forms- Hosted	$ 58,520.00	$ 59,672.84	Content Portal	YR

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HCPAP2-LG_SUBS	Hyland Content Portal for AP - Large Business - Up to 25 Forms	$ 28,020.00	$ 28,571.99	Content Portal	YR
HCPAP2-SM_SAAS	Hyland Content Portal for AP - Small Business - Up to 25 Forms- Hosted	$ 49,220.00	$ 50,189.63	Content Portal	YR
HCPAP2-SM_SUBS	Hyland Content Portal for AP - Small Business - Up to 25 Forms	$ 18,720.00	$ 19,088.78	Content Portal	YR
HCPAP3-LG_SAAS	Hyland Content Portal for AP - Large Business - Up to 50 Forms- Hosted	$ 59,840.00	$ 61,018.85	Content Portal	YR
HCPAP3-LG_SUBS	Hyland Content Portal for AP - Large Business - Up to 50 Forms	$ 29,340.00	$ 29,918.00	Content Portal	YR
HCPAP3-SM_SAAS	Hyland Content Portal for AP - Small Business - Up to 50 Forms- Hosted	$ 50,540.00	$ 51,535.64	Content Portal	YR
HCPAP3-SM_SUBS	Hyland Content Portal for AP - Small Business - Up to 50 Forms	$ 20,040.00	$ 20,434.79	Content Portal	YR
HCPAPI1-LG_SAAS	OnBase Integration for Hyland Content Portal for AP - Large Business - Up to 10 Forms - Hosted	$ 34,100.00	$ 34,771.77	Content Portal	YR
HCPAPI1-LG_SUBS	OnBase Integration for Hyland Content Portal for AP - Large Business - Up to 10 Forms	$ 16,000.00	$ 16,315.20	Content Portal	YR
HCPAPI1-SM_SAAS	OnBase Integration for Hyland Content Portal for AP - Small Business - Up to 10 Forms	$ 21,600.00	$ 22,025.52	Content Portal	YR
HCPAPI1-SM_SUBS	OnBase Integration for Hyland Content Portal for AP - Small Business - Up to 10 Forms	$ 9,800.00	$ 9,993.06	Content Portal	YR
HCPAPI2-LG_SAAS	OnBase Integration for Hyland Content Portal for AP - Large Business - Up to 25 Forms	$ 41,580.00	$ 42,399.13	Content Portal	YR
HCPAPI2-LG_SUBS	OnBase Integration for Hyland Content Portal for AP - Large Business - Up to 25 Forms	$ 18,680.00	$ 19,048.00	Content Portal	YR
HCPAPI2-SM_SAAS	OnBase Integration for Hyland Content Portal for AP - Small Business - Up to 25 Forms	$ 26,680.00	$ 27,205.60	Content Portal	YR
HCPAPI2-SM_SUBS	OnBase Integration for Hyland Content Portal for AP - Small Business - Up to 25 Forms	$ 12,480.00	$ 12,725.86	Content Portal	YR
HCPAPI3-LG_SAAS	OnBase Integration for Hyland Content Portal for AP - Large Business - Up to 50 Forms	$ 44,560.00	$ 45,437.83	Content Portal	YR
HCPAPI3-LG_SUBS	OnBase Integration for Hyland Content Portal for AP - Large Business - Up to 50 Forms	$ 19,560.00	$ 19,945.33	Content Portal	YR
HCPAPI3-SM_SAAS	OnBase Integration for Hyland Content Portal for AP - Small Business - Up to 50 Forms	$ 28,460.00	$ 29,020.66	Content Portal	YR
HCPAPI3-SM_SUBS	OnBase Integration for Hyland Content Portal for AP - Small Business - Up to 50 Forms	$ 13,360.00	$ 13,623.19	Content Portal	YR
HCPAPIU-LG_SAAS	OnBase Integration for Hyland Content Portal for AP - Large Business - Unlimited Forms	$ 51,160.00	$ 52,167.85	Content Portal	YR
HCPAPIU-LG_SUBS	OnBase Integration for Hyland Content Portal for AP - Large Business - Unlimited Forms	$ 21,360.00	$ 21,780.79	Content Portal	YR
HCPAPIU-SM_SAAS	OnBase Integration for Hyland Content Portal for AP - Small Business - Unlimited Forms	$ 32,620.00	$ 33,262.61	Content Portal	YR
HCPAPIU-SM_SUBS	OnBase Integration for Hyland Content Portal for AP - Small Business - Unlimited Forms	$ 15,120.00	$ 15,417.86	Content Portal	YR
HCPAPU-LG_SAAS	Hyland Content Portal for AP - Large Business - Unlimited Forms- Hosted	$ 62,540.00	$ 63,772.04	Content Portal	YR
HCPAPU-LG_SUBS	Hyland Content Portal for AP - Large Business - Unlimited Forms	$ 32,040.00	$ 32,671.19	Content Portal	YR
HCPAPU-SM_SAAS	Hyland Content Portal for AP - Small Business - Unlimited Forms- Hosted	$ 53,180.00	$ 54,227.65	Content Portal	YR
HCPAPU-SM_SUBS	Hyland Content Portal for AP - Small Business - Unlimited Forms	$ 22,680.00	$ 23,126.80	Content Portal	YR
HCPGU1-LG_SUBS	Hyland Content Portal for General Use - Employee Count Greater than 500 - Up to 25 Forms	$ 21,360.00	$ 21,780.79	Content Portal	YR
HCPGUI1-LG_SAAS	OnBase Integration for Hyland Content Portal for General Use - Employee Count Greater than 500 - Up to 25 Forms	$ 32,440.00	$ 33,079.07	Content Portal	YR
HCPGUI1-LG_SUBS	OnBase Integration for Hyland Content Portal for General Use - Employee Count Greater than 500 - Up to 25 Forms	$ 14,240.00	$ 14,520.53	Content Portal	YR
HCPGUI1-MD_SAAS	OnBase Integration for Hyland Content Portal for General Use - Employee Count 251-500 - Up to 25 Forms	$ 26,800.00	$ 27,327.96	Content Portal	YR
HCPGUI1-MD_SUBS	OnBase Integration for Hyland Content Portal for General Use - Employee Count 251-500 - Up to 25 Forms	$ 9,800.00	$ 9,993.06	Content Portal	YR
HCPGUI1-SM_SAAS	OnBase Integration for Hyland Content Portal for General Use - Employee Count Up to 250 - Up to 25 Forms	$ 22,920.00	$ 23,371.52	Content Portal	YR
HCPGUI1-SM_SUBS	OnBase Integration for Hyland Content Portal for General Use - Employee Count Up to 250 - Up to 25 Forms	$ 7,120.00	$ 7,260.26	Content Portal	YR
HCPGUI2-LG_SAAS	OnBase Integration for Hyland Content Portal for General Use - Employee Count Greater than 500 - Up to 50 Forms	$ 43,620.00	$ 44,479.31	Content Portal	YR
HCPGUI2-LG_SUBS	OnBase Integration for Hyland Content Portal for General Use - Employee Count Greater than 500 - Up to 50 Forms	$ 20,920.00	$ 21,332.12	Content Portal	YR

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SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
HCPGUI2-MD_SAAS	OnBase Integration for Hyland Content Portal for General Use - Employee Count 251-500 - Up to 50 Forms	$ 33,480.00	$ 34,139.56	Content Portal	YR
HCPGUI2-MD_SUBS	OnBase Integration for Hyland Content Portal for General Use - Employee Count 251-500 - Up to 50 Forms	$ 14,680.00	$ 14,969.20	Content Portal	YR
HCPGUI2-SM_SAAS	OnBase Integration for Hyland Content Portal for General Use - Employee Count Up to 250 - Up to 50 Forms	$ 27,400.00	$ 27,939.78	Content Portal	YR
HCPGUI2-SM_SUBS	OnBase Integration for Hyland Content Portal for General Use - Employee Count Up to 250 - Up to 50 Forms	$ 9,800.00	$ 9,993.06	Content Portal	YR
HCPGUIU-LG_SAAS	OnBase Integration for Hyland Content Portal for General Use - Employee Count Greater than 500 - Unlimited Forms	$ 56,120.00	$ 57,225.56	Content Portal	YR
HCPGUIU-LG_SUBS	OnBase Integration for Hyland Content Portal for General Use - Employee Count Greater than 500 - Unlimited Forms	$ 28,920.00	$ 29,489.72	Content Portal	YR
HCPGUIU-MD_SAAS	OnBase Integration for Hyland Content Portal for General Use - Employee Count 251-500 - Unlimited Forms	$ 42,120.00	$ 42,949.76	Content Portal	YR
HCPGUIU-MD_SUBS	OnBase Integration for Hyland Content Portal for General Use - Employee Count 251-500 - Unlimited Forms	$ 20,920.00	$ 21,332.12	Content Portal	YR
HCPGUIU-SM_SAAS	OnBase Integration for Hyland Content Portal for General Use - Employee Count Up to 250 - Unlimited Forms	$ 32,760.00	$ 33,405.37	Content Portal	YR
HCPGUIU-SM_SUBS	OnBase Integration for Hyland Content Portal for General Use - Employee Count Up to 250 - Unlimited Forms	$ 13,360.00	$ 13,623.19	Content Portal	YR
HCPHE1-LG_SAAS	Hyland Content Portal for Higher Education - Large School - Up to 25 Forms - Hosted	$ 51,860.00	$ 52,881.64	Content Portal	YR
HCPHE1-LG_SUBS	Hyland Content Portal for Higher Education - Large School - Up to 25 Forms	$ 21,360.00	$ 21,780.79	Content Portal	YR
HCPHE1-MD_SAAS	Hyland Content Portal for Higher Education - Medium School - Up to 25 Forms - Hosted	$ 45,200.00	$ 46,090.44	Content Portal	YR
HCPHE1-MD_SUBS	Hyland Content Portal for Higher Education - Medium School - Up to 25 Forms	$ 14,700.00	$ 14,989.59	Content Portal	YR
HCPHE1-SM_SAAS	Hyland Content Portal for Higher Education - Small School - Up to 25 Forms - Hosted	$ 41,180.00	$ 41,991.25	Content Portal	YR
HCPHE1-SM_SUBS	Hyland Content Portal for Higher Education - Small School - Up to 25 Forms	$ 10,680.00	$ 10,890.40	Content Portal	YR
HCPHE2-LG_SAAS	Hyland Content Portal for Higher Education - Large School - Up to 50 Forms - Hosted	$ 61,880.00	$ 63,099.04	Content Portal	YR
HCPHE2-LG_SUBS	Hyland Content Portal for Higher Education - Large School - Up to 50 Forms	$ 31,380.00	$ 31,998.19	Content Portal	YR
HCPHE2-MD_SAAS	Hyland Content Portal for Higher Education - Medium School - Up to 50 Forms - Hosted	$ 52,520.00	$ 53,554.64	Content Portal	YR
HCPHE2-MD_SUBS	Hyland Content Portal for Higher Education - Medium School - Up to 50 Forms	$ 22,020.00	$ 22,453.79	Content Portal	YR
HCPHE2-SM_SAAS	Hyland Content Portal for Higher Education - Small School - Up to 50 Forms - Hosted	$ 45,200.00	$ 46,090.44	Content Portal	YR
HCPHE2-SM_SUBS	Hyland Content Portal for Higher Education - Small School - Up to 50 Forms	$ 14,700.00	$ 14,989.59	Content Portal	YR
HCPHEI1-LG_SAAS	OnBase Integration for Hyland Content Portal for Higher Education - Large School - Up to 25 Forms	$ 25,140.00	$ 25,635.26	Content Portal	YR
HCPHEI1-LG_SUBS	OnBase Integration for Hyland Content Portal for Higher Education - Large School - Up to 25 Forms	$ 14,240.00	$ 14,520.53	Content Portal	YR
HCPHEI1-MD_SAAS	OnBase Integration for Hyland Content Portal for Higher Education - Medium School - Up to 25 Forms	$ 17,700.00	$ 18,048.69	Content Portal	YR
HCPHEI1-MD_SUBS	OnBase Integration for Hyland Content Portal for Higher Education - Medium School - Up to 25 Forms	$ 9,800.00	$ 9,993.06	Content Portal	YR
HCPHEI1-SM_SAAS	OnBase Integration for Hyland Content Portal for Higher Education - Small School - Up to 25 Forms	$ 13,820.00	$ 14,092.25	Content Portal	YR
HCPHEI1-SM_SUBS	OnBase Integration for Hyland Content Portal for Higher Education - Small School - Up to 25 Forms	$ 7,120.00	$ 7,260.26	Content Portal	YR

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HCPHEI2-LG_SAAS	OnBase Integration for Hyland Content Portal for Higher Education - Large School - Up to 50 Forms	$ 35,420.00	$ 36,117.77	Content Portal	YR
HCPHEI2-LG_SUBS	OnBase Integration for Hyland Content Portal for Higher Education - Large School - Up to 50 Forms	$ 20,920.00	$ 21,332.12	Content Portal	YR
HCPHEI2-MD_SAAS	OnBase Integration for Hyland Content Portal for Higher Education - Medium School - Up to 50 Forms	$ 24,080.00	$ 24,554.38	Content Portal	YR
HCPHEI2-MD_SUBS	OnBase Integration for Hyland Content Portal for Higher Education - Medium School - Up to 50 Forms	$ 14,680.00	$ 14,969.20	Content Portal	YR
HCPHEI2-SM_SAAS	OnBase Integration for Hyland Content Portal for Higher Education - Small School - Up to 50 Forms	$ 17,100.00	$ 17,436.87	Content Portal	YR
HCPHEI2-SM_SUBS	OnBase Integration for Hyland Content Portal for Higher Education - Small School - Up to 50 Forms	$ 9,800.00	$ 9,993.06	Content Portal	YR
HCPHEIU-LG_SAAS	OnBase Integration for Hyland Content Portal for Higher Education - Large School - Unlimited Forms	$ 49,420.00	$ 50,393.57	Content Portal	YR
HCPHEIU-LG_SUBS	OnBase Integration for Hyland Content Portal for Higher Education - Large School - Unlimited Forms	$ 28,920.00	$ 29,489.72	Content Portal	YR
HCPHEIU-MD_SAAS	OnBase Integration for Hyland Content Portal for Higher Education - Medium School - Unlimited Forms	$ 32,380.00	$ 33,017.89	Content Portal	YR
HCPHEIU-MD_SUBS	OnBase Integration for Hyland Content Portal for Higher Education - Medium School - Unlimited Forms	$ 20,920.00	$ 21,332.12	Content Portal	YR
HCPHEIU-SM_SAAS	OnBase Integration for Hyland Content Portal for Higher Education - Small School - Unlimited Forms	$ 21,260.00	$ 21,678.82	Content Portal	YR
HCPHEIU-SM_SUBS	OnBase Integration for Hyland Content Portal for Higher Education - Small School - Unlimited Forms	$ 13,360.00	$ 13,623.19	Content Portal	YR
HCPHEU-LG_SAAS	Hyland Content Portal for Higher Education - Large School - Unlimited Forms - Hosted	$ 73,880.00	$ 75,335.44	Content Portal	YR
HCPHEU-LG_SUBS	Hyland Content Portal for Higher Education - Large School - Unlimited Forms	$ 43,380.00	$ 44,234.59	Content Portal	YR
HCPHEU-MD_SAAS	Hyland Content Portal for Higher Education - Medium School - Unlimited Forms - Hosted	$ 61,880.00	$ 63,099.04	Content Portal	YR
HCPHEU-MD_SUBS	Hyland Content Portal for Higher Education - Medium School - Unlimited Forms	$ 31,380.00	$ 31,998.19	Content Portal	YR
HCPHEU-SM_SAAS	Hyland Content Portal for Higher Education - Small School - Unlimited Forms - Hosted	$ 50,540.00	$ 51,535.64	Content Portal	YR
HCPHEU-SM_SUBS	Hyland Content Portal for Higher Education - Small School - Unlimited Forms	$ 20,040.00	$ 20,434.79	Content Portal	YR
HCPIH1_SAAS	Hyland Content Portal Integration Hub - Hosted	$ 5,600.00	$ 5,710.32	Content Portal	YR
HCPIH1_SUBS	Hyland Content Portal Integration Hub	$ 5,600.00	$ 5,710.32	Content Portal	YR
HCPJCMS_SUBS	Jadu Central CMS – Content Only	$ 39,000.00	$ 39,768.30	Content Portal	YR
HCPLG1-LG_SAAS	Hyland Content Portal for Local Government - Large Jurisdiction - Up to 10 Forms - Hosted	$ 51,860.00	$ 52,881.64	Content Portal	YR
HCPLG1-LG_SUBS	Hyland Content Portal for Local Government - Large Jurisdiction - Up to 10 Forms	$ 21,360.00	$ 21,780.79	Content Portal	YR
HCPLG1-MD_SAAS	Hyland Content Portal for Local Government - Medium Jurisdiction - Up to 10 Forms - Hosted	$ 45,200.00	$ 46,090.44	Content Portal	YR
HCPLG1-MD_SUBS	Hyland Content Portal for Local Government - Medium Jurisdiction - Up to 10 Forms	$ 14,700.00	$ 14,989.59	Content Portal	YR
HCPLG1-MG_SAAS	Hyland Content Portal for Local Government - Mega Jurisdiction - Up to 10 Forms - Hosted	$ 57,200.00	$ 58,326.84	Content Portal	YR
HCPLG1-MG_SUBS	Hyland Content Portal for Local Government - Mega Jurisdiction - Up to 10 Forms	$ 26,700.00	$ 27,225.99	Content Portal	YR
HCPLG1-SM_SAAS	Hyland Content Portal for Local Government - Small Jurisdiction - Up to 10 Forms - Hosted	$ 41,180.00	$ 41,991.25	Content Portal	YR
HCPLG1-SM_SUBS	Hyland Content Portal for Local Government - Small Jurisdiction - Up to 10 Forms	$ 10,680.00	$ 10,890.40	Content Portal	YR
HCPLG2-LG_SAAS	Hyland Content Portal for Local Government - Large Jurisdiction - Up to 25 Forms - Hosted	$ 61,880.00	$ 63,099.04	Content Portal	YR
HCPLG2-LG_SUBS	Hyland Content Portal for Local Government - Large Jurisdiction - Up to 25 Forms	$ 31,380.00	$ 31,998.19	Content Portal	YR
HCPLG2-MD_SAAS	Hyland Content Portal for Local Government - Medium Jurisdiction - Up to 25 Forms - Hosted	$ 52,520.00	$ 53,554.64	Content Portal	YR

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HCPLG2-MD_SUBS	Hyland Content Portal for Local Government - Medium Jurisdiction - Up to 25 Forms	$ 22,020.00	$ 22,453.79	Content Portal	YR
HCPLG2-MG_SAAS	Hyland Content Portal for Local Government - Mega Jurisdiction - Up to 25 Forms - Hosted	$ 66,500.00	$ 67,810.05	Content Portal	YR
HCPLG2-MG_SUBS	Hyland Content Portal for Local Government - Mega Jurisdiction - Up to 25 Forms	$ 36,000.00	$ 36,709.20	Content Portal	YR
HCPLG2-SM_SAAS	Hyland Content Portal for Local Government - Small Jurisdiction - Up to 25 Forms - Hosted	$ 45,200.00	$ 46,090.44	Content Portal	YR
HCPLG2-SM_SUBS	Hyland Content Portal for Local Government - Small Jurisdiction - Up to 25 Forms	$ 14,700.00	$ 14,989.59	Content Portal	YR
HCPLGI1-LG_SAAS	OnBase Integration for Hyland Content Portal for Local Government - Large Jurisdiction - Up to 10 Forms	$ 24,840.00	$ 25,329.35	Content Portal	YR
HCPLGI1-LG_SUBS	OnBase Integration for Hyland Content Portal for Local Government - Large Jurisdiction - Up to10 Forms	$ 14,240.00	$ 14,520.53	Content Portal	YR
HCPLGI1-MD_SAAS	OnBase Integration for Hyland Content Portal for Local Government - Medium Jurisdiction - Up to 10 Forms	$ 18,300.00	$ 18,660.51	Content Portal	YR
HCPLGI1-MD_SUBS	OnBase Integration for Hyland Content Portal for Local Government - Medium Jurisdiction - Up to 10 Forms	$ 9,800.00	$ 9,993.06	Content Portal	YR
HCPLGI1-MG_SAAS	OnBase Integration for Hyland Content Portal for Local Government - Mega Jurisdiction - Up to 10 Forms	$ 32,900.00	$ 33,548.13	Content Portal	YR
HCPLGI1-MG_SUBS	OnBase Integration for Hyland Content Portal for Local Government - Mega Jurisdiction - Up to 10 Forms	$ 17,800.00	$ 18,150.66	Content Portal	YR
HCPLGI1-SM_SAAS	OnBase Integration for Hyland Content Portal for Local Government - Small Jurisdiction - Up to 10 Forms	$ 14,120.00	$ 14,398.16	Content Portal	YR
HCPLGI1-SM_SUBS	OnBase Integration for Hyland Content Portal for Local Government - Small Jurisdiction - Up to 10 Forms	$ 7,120.00	$ 7,260.26	Content Portal	YR
HCPLGI2-LG_SAAS	OnBase Integration for Hyland Content Portal for Local Government - Large Jurisdiction - Up to 25 Forms	$ 34,820.00	$ 35,505.95	Content Portal	YR
HCPLGI2-LG_SUBS	OnBase Integration for Hyland Content Portal for Local Government - Large Jurisdiction - Up to 25 Forms	$ 20,920.00	$ 21,332.12	Content Portal	YR
HCPLGI2-MD_SAAS	OnBase Integration for Hyland Content Portal for Local Government - Medium Jurisdiction - Up to 25 Forms	$ 24,680.00	$ 25,166.20	Content Portal	YR
HCPLGI2-MD_SUBS	OnBase Integration for Hyland Content Portal for Local Government - Medium Jurisdiction - Up to 25 Forms	$ 14,680.00	$ 14,969.20	Content Portal	YR
HCPLGI2-MG_SAAS	OnBase Integration for Hyland Content Portal for Local Government - Mega Jurisdiction - Up to 25 Forms	$ 45,400.00	$ 46,294.38	Content Portal	YR
HCPLGI2-MG_SUBS	OnBase Integration for Hyland Content Portal for Local Government - Mega Jurisdiction - Up to 25 Forms	$ 24,000.00	$ 24,472.80	Content Portal	YR
HCPLGI2-SM_SAAS	OnBase Integration for Hyland Content Portal for Local Government - Small Jurisdiction - Up to 25 Forms	$ 17,700.00	$ 18,048.69	Content Portal	YR
HCPLGI2-SM_SUBS	OnBase Integration for Hyland Content Portal for Local Government - Small Jurisdiction - Up to 25 Forms	$ 9,800.00	$ 9,993.06	Content Portal	YR
HCPLGIU-LG_SAAS	OnBase Integration for Hyland Content Portal for Local Government - Large Jurisdiction - Unlimited Forms	$ 48,220.00	$ 49,169.93	Content Portal	YR
HCPLGIU-LG_SUBS	OnBase Integration for Hyland Content Portal for Local Government - Large Jurisdiction - Unlimited Forms	$ 28,920.00	$ 29,489.72	Content Portal	YR
HCPLGIU-MD_SAAS	OnBase Integration for Hyland Content Portal for Local Government - Medium Jurisdiction - Unlimited Forms	$ 33,620.00	$ 34,282.31	Content Portal	YR
HCPLGIU-MD_SUBS	OnBase Integration for Hyland Content Portal for Local Government - Medium Jurisdiction - Unlimited Forms	$ 20,920.00	$ 21,332.12	Content Portal	YR

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SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
HCPLGIU-MG_SAAS	OnBase Integration for Hyland Content Portal for Local Government - Mega Jurisdiction - Unlimited Forms	$ 68,060.00	$ 69,400.78	Content Portal	YR
HCPLGIU-MG_SUBS	OnBase Integration for Hyland Content Portal for Local Government - Mega Jurisdiction - Unlimited Forms	$ 35,560.00	$ 36,260.53	Content Portal	YR
HCPLGIU-SM_SAAS	OnBase Integration for Hyland Content Portal for Local Government - Small Jurisdiction - Unlimited Forms	$ 22,160.00	$ 22,596.55	Content Portal	YR
HCPLGIU-SM_SUBS	OnBase Integration for Hyland Content Portal for Local Government - Small Jurisdiction - Unlimited Forms	$ 13,360.00	$ 13,623.19	Content Portal	YR
HCPLGU-LG_SAAS	Hyland Content Portal for Local Government - Large Jurisdiction - Unlimited Forms - Hosted	$ 73,880.00	$ 75,335.44	Content Portal	YR
HCPLGU-LG_SUBS	Hyland Content Portal for Local Government - Large Jurisdiction - Unlimited Forms	$ 43,380.00	$ 44,234.59	Content Portal	YR
HCPLGU-MD_SAAS	Hyland Content Portal for Local Government - Medium Jurisdiction - Unlimited Forms - Hosted	$ 61,880.00	$ 63,099.04	Content Portal	YR
HCPLGU-MD_SUBS	Hyland Content Portal for Local Government - Medium Jurisdiction - Unlimited Forms	$ 31,380.00	$ 31,998.19	Content Portal	YR
HCPLGU-MG_SAAS	Hyland Content Portal for Local Government - Mega Jurisdiction - Unlimited Forms - Hosted	$ 83,840.00	$ 85,491.65	Content Portal	YR
HCPLGU-MG_SUBS	Hyland Content Portal for Local Government - Mega Jurisdiction - Unlimited Forms	$ 53,340.00	$ 54,390.80	Content Portal	YR
HCPLGU-SM_SAAS	Hyland Content Portal for Local Government - Small Jurisdiction - Unlimited Forms - Hosted	$ 50,540.00	$ 51,535.64	Content Portal	YR
HCPLGU-SM_SUBS	Hyland Content Portal for Local Government - Small Jurisdiction - Unlimited Forms	$ 20,040.00	$ 20,434.79	Content Portal	YR
HCPPC1_SAAS	Hyland Content Portal Payment Connector - Hosted	$ 6,700.00	$ 6,831.99	Content Portal	YR
HCPPC1_SUBS	Hyland Content Portal Payment Connector	$ 6,700.00	$ 6,831.99	Content Portal	YR
HCPSGI1-MDS_SAAS	OnBase Integration for Hyland Content Portal for State Government - Medium Agency - Single Department	$ 18,600.00	$ 18,966.42	Content Portal	YR
HCPSGI1-SMS_SUBS	OnBase Integration for Hyland Content Portal for State Government - Small Agency - Single Department	$ 6,240.00	$ 6,362.93	Content Portal	YR
HCPSGI-LGE_SAAS	OnBase Integration for Hyland Content Portal for State Government - Large Agency - Entire Agency	$ 42,680.00	$ 43,520.80	Content Portal	YR
HCPSGI-LGE_SUBS	OnBase Integration for Hyland Content Portal for State Government - Large Agency - Entire Agency	$ 28,480.00	$ 29,041.06	Content Portal	YR
HCPSGI-LGS_SAAS	OnBase Integration for Hyland Content Portal for State Government - Large Agency - Single Department	$ 23,660.00	$ 24,126.10	Content Portal	YR
HCPSGI-LGS_SUBS	OnBase Integration for Hyland Content Portal for State Government - Large Agency - Single Department	$ 13,360.00	$ 13,623.19	Content Portal	YR
HCPSGI-MDE_SAAS	OnBase Integration for Hyland Content Portal for State Government - Medium Agency - Entire Agency	$ 30,780.00	$ 31,386.37	Content Portal	YR
HCPSGI-MDE_SUBS	OnBase Integration for Hyland Content Portal for State Government - Medium Agency - Entire Agency	$ 20,480.00	$ 20,883.46	Content Portal	YR
HCPSGI-MDS_SUBS	OnBase Integration for Hyland Content Portal for State Government - Medium Agency - Single Department	$ 9,800.00	$ 9,993.06	Content Portal	YR
HCPSGI-MGE_SAAS	OnBase Integration for Hyland Content Portal for State Government - Mega Agency - Entire Agency	$ 76,160.00	$ 77,660.35	Content Portal	YR
HCPSGI-MGE_SUBS	OnBase Integration for Hyland Content Portal for State Government - Mega Agency - Entire Agency	$ 59,560.00	$ 60,733.33	Content Portal	YR
HCPSGI-MGS_SAAS	OnBase Integration for Hyland Content Portal for State Government - Mega Agency - Single Department	$ 30,500.00	$ 31,100.85	Content Portal	YR

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HCPSGI-MGS_SUBS	OnBase Integration for Hyland Content Portal for State Government - Mega Agency - Single Department	$ 17,800.00	$ 18,150.66	Content Portal	YR
HCPSGI-SME_SAAS	OnBase Integration for Hyland Content Portal for State Government - Small Agency - Entire Agency	$ 23,340.00	$ 23,799.80	Content Portal	YR
HCPSGI-SME_SUBS	OnBase Integration for Hyland Content Portal for State Government - Small Agency - Entire Agency	$ 14,240.00	$ 14,520.53	Content Portal	YR
HCPSGI-SMS_SAAS	OnBase Integration for Hyland Content Portal for State Government - Small Agency - Single Department	$ 14,140.00	$ 14,418.56	Content Portal	YR
HCPSG-LGE_SAAS	Hyland Content Portal for State Government - Large Agency - Entire Agency- Hosted	$ 73,220.00	$ 74,662.43	Content Portal	YR
HCPSG-LGE_SUBS	Hyland Content Portal for State Government - Large Agency - Entire Agency	$ 42,720.00	$ 43,561.58	Content Portal	YR
HCPSG-LGS_SAAS	Hyland Content Portal for State Government - Large Agency - Single Department- Hosted	$ 50,540.00	$ 51,535.64	Content Portal	YR
HCPSG-LGS_SUBS	Hyland Content Portal for State Government - Large Agency - Single Department	$ 20,040.00	$ 20,434.79	Content Portal	YR
HCPSG-MDE_SAAS	Hyland Content Portal for State Government - Medium Agency - Entire Agency- Hosted	$ 61,220.00	$ 62,426.03	Content Portal	YR
HCPSG-MDE_SUBS	Hyland Content Portal for State Government - Medium Agency - Entire Agency	$ 30,720.00	$ 31,325.18	Content Portal	YR
HCPSG-MDS_SAAS	Hyland Content Portal for State Government - Medium Agency - Single Department- Hosted	$ 45,200.00	$ 46,090.44	Content Portal	YR
HCPSG-MDS_SUBS	Hyland Content Portal for State Government - Medium Agency - Single Department	$ 14,700.00	$ 14,989.59	Content Portal	YR
HCPSG-MGE_SAAS	Hyland Content Portal for State Government - Mega Agency - Entire Agency- Hosted	$ 119,840.00	$ 122,200.85	Content Portal	YR
HCPSG-MGE_SUBS	Hyland Content Portal for State Government - Mega Agency - Entire Agency	$ 89,340.00	$ 91,100.00	Content Portal	YR
HCPSG-MGS_SAAS	Hyland Content Portal for State Government - Mega Agency - Single Department- Hosted	$ 57,200.00	$ 58,326.84	Content Portal	YR
HCPSG-MGS_SUBS	Hyland Content Portal for State Government - Mega Agency - Single Department	$ 26,700.00	$ 27,225.99	Content Portal	YR
HCPSG-SME_SAAS	Hyland Content Portal for State Government - Small Agency - Entire Agency- Hosted	$ 51,860.00	$ 52,881.64	Content Portal	YR
HCPSG-SME_SUBS	Hyland Content Portal for State Government - Small Agency - Entire Agency	$ 21,360.00	$ 21,780.79	Content Portal	YR
HCPSG-SMS_SAAS	Hyland Content Portal for State Government - Small Agency - Single Department- Hosted	$ 39,860.00	$ 40,645.24	Content Portal	YR
HCPSG-SMS_SUBS	Hyland Content Portal for State Government - Small Agency - Single Department	$ 9,360.00	$ 9,544.39	Content Portal	YR
HCPWVI-API_SAAS	WorkView Integration for Hyland Content Portal ? OnBase API Only	$ 4,000.00	$ 4,078.80	Content Portal	YR
HCPWVI-API_SUBS	WorkView Integration for Hyland Content Portal ? OnBase API Only	$ 4,000.00	$ 4,078.80	Content Portal	YR
HCPWVI-LG_SAAS	WorkView Integration for Hyland Content Portal - Large	$ 18,000.00	$ 18,354.60	Content Portal	YR
HCPWVI-LG_SUBS	WorkView Integration for Hyland Content Portal - Large	$ 18,000.00	$ 18,354.60	Content Portal	YR
HCPWVI-MD_SAAS	WorkView Integration for Hyland Content Portal - Medium	$ 15,000.00	$ 15,295.50	Content Portal	YR
HCPWVI-MD_SUBS	WorkView Integration for Hyland Content Portal - Medium	$ 15,000.00	$ 15,295.50	Content Portal	YR
HCPWVI-MG_SAAS	WorkView Integration for Hyland Content Portal - Mega	$ 20,000.00	$ 20,394.00	Content Portal	YR
HCPWVI-MG_SUBS	WorkView Integration for Hyland Content Portal - Mega	$ 20,000.00	$ 20,394.00	Content Portal	YR
HCPWVI-SM_SAAS	WorkView Integration for Hyland Content Portal - Small	$ 10,000.00	$ 10,197.00	Content Portal	YR
HCPWVI-SM_SUBS	WorkView Integration for Hyland Content Portal - Small	$ 10,000.00	$ 10,197.00	Content Portal	YR
HC-TRSYS1-C	System Administration - Healthcare	$ 3,600.00	$ 3,337.20	Training	IE
HC-TRUAW1-C	Healthcare System Administrator Recertification - Per Person. This System Administrator Healthcare Recertification training encompasses one half day (4 hours) of instructor-led training. Duration: .5 day	$ 375.00	$ 347.63	Training	YR
HES-CCLIPC1_SUBS	Concurrent Client (Includes Workflow)	$ 1,536.00	$ 1,265.66	OnBase	YR
HES-CCLIPN1_SUBS	Named User Client (Includes Workflow) - 10 Users	$ 8,400.00	$ 6,921.60	OnBase	YR
HES-CCLIPN2_SUBS	Named User Client (Includes Workflow) - 25 Users	$ 20,640.00	$ 17,007.36	OnBase	YR
HES-CCLIPN3_SUBS	Named User Client (Includes Workflow) - 50 Users	$ 39,960.00	$ 32,927.04	OnBase	YR
HES-CCLIPN4_SUBS	Named User Client (Includes Workflow) - Single User	$ 888.00	$ 731.71	OnBase	YR
HES-FINAID_SUBS	Financial Aid Processing - Subscription	$ 36,000.00	$ 29,664.00	OnBase	YR
HES-GRADADM_SUBS	Graduate Admissions Processing and Review - Subscription	$ 36,000.00	$ 29,664.00	OnBase	YR

Hyland Software, Inc. - OMNIA Partners Pricelist - Effective 2.2026					
SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
HES-TCAP_SUBS	Transcript Capture - Subscription	$ 28,800.00	$ 23,731.20	OnBase	YR
HES-TCE_SUBS	Transcript Capture & Transfer Credit Equivalency (TCE) - Subscription	$ 43,200.00	$ 35,596.80	OnBase	YR
HINTLPROC_SAAS	Hyland Intelligent Document Processing priced by pages per year. Offers advanced Intelligent Document Processing (IDP) capabilities including: Advanced document capture and processing automation, AI-driven document separation, and classification Intelligent data extraction. Pricing here reflects 800,0001 - 100,000,000 pages per year. Pricing for <800,0001 pages per year may be discounted in bulk increments SKU remains the same for all quantities.	$ 3,740,625.00	$ 3,852,843.75	Intelligent Document Procesing	YR
HINTLPROC_SUBS	Hyland Intelligent Document Processing will offer advanced Intelligent Document Processing (IDP) capabilities including: Advanced document capture and processing automation, AI-driven document separation and classification, Intelligent data extraction. Requires TR-HINTLPROC to be quoted. Hyland Intelligent Document Processing Max. Priced based on pages per year (PPY). Reflected here is price for 80,000,001 - 100,000,000. Discounts apply for fewer PPY.	$ 2,531,250.00	$ 2,581,115.63	Intelligent Document Processing	YR
HLIPW1_SUBS	HL7 Module	$ 12,000.00	$ 9,888.00	OnBase	YR
HLIPW2_SUBS	HL7 Module	$ 7,200.00	$ 5,932.80	OnBase	YR
HMGC-SVCS	Hyland Managed Government Cloud Software Security Vulnerability Monitoring & Remediation Service. Per year.	$ 128,000.00	$ 125,248.00	Recurring Services	YR
HOSIPI_SUBS	Hospital License - Community Connect	$ 384.00	$ 316.42	OnBase	YR
HOST1	Annual Hosting Fees. Pricing TBD based on software contract price. Subject to uptick of 10% per renewal. Billed annually.	TBD	TBD	Hosting	YR
HPIPW_SUBS	Integration for HP MFP	$ 192.00	$ 158.21	OnBase	YR
HPIPWE_SUBS	Integration for HP MFP Enterprise License	$ 24,000.00	$ 19,776.00	OnBase	YR
HRPA-CONDUCTOR_SUBS	Conductor Subscription	TBD	TBD	Hyland RPA	YR
HRPA-LOGIN_SUBS	Login Service	TBD	TBD	Hyland RPA	YR
HYCLD-LOGEXT-DLY	Hyland Cloud Data Warehouse Extraction Service – Daily Logs	$ 800.00	$ 782.80	OnBase	MO
HYCLD-LOGEXT-MNY	Hyland Cloud Data Warehouse Extraction Service – Monthly Logs	$ 300.00	$ 247.20	OnBase	MO
HYCLD-LOGEXT-WKY	Hyland Cloud Data Warehouse Extraction Service – Weekly Logs	$ 500.00	$ 412.00	OnBase	MO
HYCLD-MTDEXT-MNY	Hyland Cloud Data Warehouse Extraction Service – Monthly Metadata	$ 300.00	$ 247.20	OnBase	MO
HYCLD-MTDEXT-WKY	Hyland Cloud Data Warehouse Extraction Service – Weekly Metadata	$ 500.00	$ 515.00	OnBase	MO
HYCLD-PCIE	Hyland Cloud PCI Enclave (Annual Fee)	$ 36,000.00	$ 35,226.00	OnBase	YR
HYCLD-PCIE-SF	Hyland Cloud PCI Enclave Set Up Fee	$ 3,000.00	$ 2,935.50	OnBase	MO
HYCLD-STG-500GBM	Hyland Cloud Storage 500 GB Overage Fee - Monthly	TBD	TBD	OnBase	MO
HYCLD-STRG-PB	Per PB, Per Year.	$ 160,000.00	$ 156,560.00	OnBase	YR
HYCLD-STRG-TB	Hyland Cloud Storage (TBs)	$ 1,800.00	$ 1,761.30	OnBase	YR
HYCLD-STRG-TB-PTNR	Hyland Cloud Storage for Partners (TBs)	$ 1,800.00	$ 1,761.30	OnBase	YR
HYCLD-UTFULL	Hyland Cloud User Testing Full Environment	TBD	TBD	OnBase	YR
HYCLD-UTLITE	Hyland Cloud User Test Environment	$ 41,400.00	$ 40,509.90	OnBase	YR
HYCLD-UTLITE-INS	Hyland Cloud User Test Environment for Insurance Accelerator	$ 27,000.00	$ 26,419.50	OnBase	YR
HYLCAREAPEXIST	Hyland Care AP Existing Customer	$ 108,000.00	$ 105,678.00	Recurring Services	YR
HYLCAREAPNEWD4DPR	Hyland Care AP Project Request D4D	$ 40,000.00	$ 39,140.00	Recurring Services	YR
HYL-RAAS	Resource as a Service Full Time - Priced per year	$ 414,960.00	$ 406,038.36	Recurring Services	YR
HYL-RAAS-CUST	Resource as a Service Full Time Enterprise - Priced per year. Subject to 10% uptick per renewal.	TBD	TBD	Recurring Services	YR
HYL-RAASONSITE	Resource as a Service Onsite Trip. Per trip.	$ 3,600.00	$ 3,522.60	Recurring Services	EA

Hyland Software, Inc. - OMNIA Partners Pricelist - Effective 2.2026					
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HYL-RAASP	Resource as a Service Part Time - Priced per year	$ 245,700.00	$ 240,417.45	Recurring Services	YR
HYL-RAASP-10	Resource as a Service - Part Time 10 Hours. Per year. Subject to 10% per renewal.	$ 128,700.00	$ 125,932.95	Recurring Services	YR
HYL-WKDY-WOREPO_SAAS	Hyland for Workday - without Repo	$ 5.03	$ 4.14	OnBase	MO
HYL-WKDY-WREPO_SAAS	Hyland for Workday - with Repo	$ 9.15	$ 7.54	OnBase	MO
IAIPW1_SAAS	Advanced Capture - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 24,738.00	$ 20,384.11	OnBase	YR
IAIPW1_SUBS	Advanced Capture	$ 12,000.00	$ 9,888.00	OnBase	YR
IAIPW10_SUBS	Advanced Capture	$ 120,000.00	$ 98,880.00	OnBase	YR
IAIPW2_SUBS	Advanced Capture	$ 6,000.00	$ 4,944.00	OnBase	YR
IAIPW3_SUBS	Advanced Capture	$ 7,200.00	$ 5,932.80	OnBase	YR
IAIPW4_SUBS	Advanced Capture	$ 9,600.00	$ 7,910.40	OnBase	YR
IAIPW5_SUBS	Advanced Capture	$ 12,000.00	$ 9,888.00	OnBase	YR
IAIPW6_SUBS	Advanced Capture	$ 14,400.00	$ 11,865.60	OnBase	YR
IAIPW7_SUBS	Advanced Capture	$ 24,000.00	$ 19,776.00	OnBase	YR
IAIPW8_SUBS	Advanced Capture	$ 48,000.00	$ 39,552.00	OnBase	YR
IAIPW9_SUBS	Advanced Capture	$ 72,000.00	$ 59,328.00	OnBase	YR
IAR-OVG-PAAS	Inbound Application Requests Overages	$ 168,000.00	$ 164,388.00	Hosting	YR
IBSIPI1_SUBS	Integration for BS&A Software	$ 7,200.00	$ 5,932.80	OnBase	YR
ICIPI1_SAAS	Integration for CourtView - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 14,842.80	$ 12,230.47	OnBase	YR
ICIPI1_SUBS	Integration for CourtView	$ 7,200.00	$ 5,932.80	OnBase	YR
ICIPW1_SUBS	Intelligent Capture for AP	$ 12,000.00	$ 9,888.00	OnBase	YR
ICIPW2_SUBS	Intelligent Capture for AP	$ 9,600.00	$ 7,910.40	OnBase	YR
ICIPW3_SUBS	Intelligent Capture for AP	$ 7,200.00	$ 5,932.80	OnBase	YR
ICIPW4_SUBS	Intelligent Capture for AP - Subscription	$ 3,600.00	$ 2,966.40	OnBase	YR
ICLIPW1_SUBS	Intelligent Classification	$ 7,200.00	$ 5,932.80	OnBase	YR
IDCIPI1_SUBS	Interactive Data Capture	$ 4,800.00	$ 3,955.20	OnBase	YR
IDIPC1_SAAS	Full-Text Indexing Concurrent Client for Autonomy IDOL - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 296.86	$ 244.61	OnBase	YR
IDIPI1_SAAS	Full-Text Indexing Server for Autonomy IDOL - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
IMFIPI2_SUBS	Image Forms	$ 12,000.00	$ 9,888.00	OnBase	YR
IMIPC_SUBS	Information Management Concurrent Client	$ 1,968.00	$ 1,621.63	OnBase	YR
IMIPCPE_SUBS	Information Management Concurrent Client PE	$ 1,968.00	$ 1,621.63	OnBase	YR
IMPENG	Implementation Engineer	$ 260.00	$ 254.41	Services	HR
INFAN1	Infrastructure Analyst	$ 310.00	$ 303.34	Services	HR
INSTL1	Technical Consultant	$ 260.00	$ 254.41	Services	HR
INVIPI_SAAS	Document Packaging & Delivery - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 79,161.60	$ 65,229.16	OnBase	YR
INVIPI_SUBS	Document Packaging & Delivery. Pricing here reflects the cost for 100,001+ document packets per year. Additional discounts are available for fewer document packets per year.	$ 38,400.00	$ 31,641.60	OnBase	YR
IRIPI1_SUBS	ICR Support for Advanced Capture	$ 2,400.00	$ 1,977.60	OnBase	YR
ISIPW1_SUBS	Production Document Imaging (ISIS or TWAIN) (1)	$ 2,400.00	$ 1,977.60	OnBase	YR
ISIPW2_SUBS	Production Document Imaging (ISIS or TWAIN) (2+)	$ 960.00	$ 791.04	OnBase	YR

Hyland Software, Inc. - OMNIA Partners Pricelist - Effective 2.2026					
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IVMIPI_SUBS	Integration for Medical Imaging Viewer (Merge). Pricing based on number of studies. Pricing here is for 1.5M-2M studies. Volume discounts apply for fewer studies.	$ 76,824.00	$ 63,302.98	OnBase	YR
IVMIPI-IS_SUBS	Integration for Medical Imaging Viewer (Merge) with Image Sharing. Pricing based on number of studies. Pricing here is for 1.5M-2M studies. Volume discounts apply for fewer studies.	$ 96,030.24	$ 79,128.92	OnBase	YR
KDIPW1_SUBS	Integration for Konica Minolta Dispatcher Phoenix	$ 360.00	$ 296.64	OnBase	YR
KMIPW1_SUBS	Integration for Konica Minolta bizhub MarketPlace MFP	$ 96.00	$ 79.10	OnBase	YR
LDIPW_SUBS	Document Tracking	$ 960.00	$ 791.04	OnBase	YR
LEXIPW1_SUBS	Integration for Lexmark MFP	$ 192.00	$ 158.21	OnBase	YR
LNIPI1_SUBS	Integration for IBM Lotus Notes	$ 2,400.00	$ 1,977.60	OnBase	YR
MAINT1	Annual Maintenance Fees. Pricing based on 20% of perpetual software contract price per year. Discounts vary based on contract discount applied to software modules. Subject to annual uptick of 10%. Billed annually.	20.00%	20.00%	Maintenance	YR
MAINTE	Enterprise Annual Maintenance Fees. Pricing based on 20% of perpetual software contract price per year. Discounts vary based on contract discount applied to software modules. Subject to uptick of 10% per renewal. Billed annually.	20.00%	20.00%	Maintenance	YR
MAINT-EXC	Existing Customer Annual Maintenance Fees. Pricing for existing solution based on 20% of original solution cost. Discounts vary based on original negotiated pricing. Subject to uptick of 10% per renewal. Billed annually.	20.00%	20.00%	Maintenance	YR
MAINTR/REINSTAT	Reinstatement of Annual Maintenance and Subscription Fees	10.00%	10.00%	Maintenance	EA
MCIPI1_SUBS	Signature Deficiencies for Epic	$ 9,600.00	$ 7,910.40	OnBase	YR
MGIPI1_SUBS	Medical Records Coding Interface	$ 9,600.00	$ 7,910.40	OnBase	YR
MS_Hyland Care_Advise	Managed Services ADVISE offering specific to Hyland Care.	$ 36,000.00	$ 35,226.00	Recurring Services	YR
MS_Hyland Care_Enhance	Managed Services ENHANCE offering specific to Hyland Care.	$ 182,000.00	$ 178,087.00	Recurring Services	YR
MS_Hyland Care_Operate	Managed Services OPERATE offering specific to Hyland Care.	$ 85,000.00	$ 83,172.50	Recurring Services	YR
MS-ADD-ESCB-10	Managed Services - Elective Service Change Requests – Must be sold with MS-OPERATE, MS-ENHANCE, or MS-EXPAND	$ 15,000.00	$ 14,677.50	Recurring Services	YR
MS-ADD-SCRIPT	Custom Script Enhancement(s) and/or Development. With purchase of Custom Script Requests as an add-on Managed Service, Customer is entitled to use its Change Request account balance to open a Change Request relating to a non-software code or configuration item used in a customer Hyland solution, including but not limited to APIs, Unity Scripts, or pre-processors.	$ 20,000.00	$ 19,570.00	Recurring Services	YR
MS-ADVISE	Advise Managed Services	$ 36,000.00	$ 35,226.00	Recurring Services	YR
MS-APAAS-D4D	Hyland Care AP New Customer D4D	$ 13,000.00	$ 12,720.50	Recurring Services	YR
MS-APAAS-WD	Hyland Care AP New Customer WD	$ 113,000.00	$ 110,570.50	Recurring Services	YR
MS-ASSIST-12	Assist Managed Services with 12 inquiries	$ 20,000.00	$ 19,570.00	Recurring Services	YR
MS-ASSIST-24	Assist Managed Services with 24 inquiries	$ 40,000.00	$ 39,140.00	Recurring Services	YR
MS-ASSIST-36	Assist Managed Services with 36 inquiries	$ 60,000.00	$ 58,710.00	Recurring Services	YR
MS-Enhance	Managed Services Enhance	$ 182,000.00	$ 178,087.00	Recurring Services	YR
MS-Expand	Managed Services Expand	$ 365,000.00	$ 357,152.50	Recurring Services	YR
MS-MONITOR	Monitor Managed Services	$ 35,000.00	$ 34,247.50	Recurring Services	YR
MS-OE-ENHANCE	Managed Services Enhance - Offshore Exclusion - Must be sold with MS-ENHANCE.	$ 110,000.00	$ 107,635.00	Recurring Services	YR
MS-OE-EXPAND	Managed Services Expand - Offshore Exclusion - Must be sold with MS-EXPAND.	$ 154,000.00	$ 150,689.00	Recurring Services	YR
MS-OE-OPERATE	Managed Services Operate - Offshore Exclusion - Must be sold with MS-OPERATE.	$ 73,000.00	$ 71,430.50	Recurring Services	YR
MS-Operate	Managed Services Operate	$ 85,000.00	$ 83,172.50	Recurring Services	YR

Hyland Software, Inc. - OMNIA Partners Pricelist - Effective 2.2026					
SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
MVMIPI_SUBS	Medical Imaging Viewer Powered by Merge - Subscription. Pricing based on number of studies. Pricing here is for 1.5M-2M studies. Volume discounts apply for fewer studies.	$ 256,080.00	$ 211,009.92	OnBase	YR
MVMIPIB_SUBS	Medical Imaging Viewer Powered by Merge - Subscription	$ 36,000.00	$ 29,664.00	OnBase	YR
MVMIPIB-IS_SUBS	Medical Imaging Viewer Powered by Merge (with Image Sharing) - Subscription	$ 45,000.00	$ 37,080.00	OnBase	YR
MVMIPIE_SUBS	Medical Imaging Viewer Powered by Merge	TBD	TBD	OnBase	YR
MVMIPIE-IS_SUBS	Medical Imaging Viewer Powered by Merge (with Image Sharing)	TBD	TBD	OnBase	YR
MVMIPI-IS_SUBS	Medical Imaging Viewer Powered by Merge (with Image Sharing) - Subscription. Pricing based on number of studies. Pricing here is for 1.5M-2M studies. Volume discounts apply for fewer studies.	$ 320,100.00	$ 263,762.40	OnBase	YR
NUX-ADD-CCC01_SUBS	Nuxeo Creative Cloud Connector (per user/seat)	$ 400.00	$ 412.00	Nuxeo	YR
NUX-ADD-DRV01_SUBS	Nuxeo Drive (per user/seat)	$ 40.00	$ 41.20	Nuxeo	YR
NUX-ADD-ENV01p	Nuxeo Enhanced Viewer (per server)	$ 30,000.00	$ 30,900.00	Nuxeo	YR
NUX-ADD-MSFTOUT01_SUBS	Nuxeo Outlook Connector (per user/seat)	$ 40.00	$ 41.20	Nuxeo	YR
NUX-ADD-SFC01_SUBS	Nuxeo Salesforce Connector	$ 64,000.00	$ 65,920.00	Nuxeo	YR
NUX-BUNDLE_SUBS	Nuxeo Subscription Bundle	TBD	TBD	Nuxeo	YR
NUX-EPRV_SUBS	Elastic Provisioning	TBD	TBD	Nuxeo	YR
NUX-EXTSUP_SUBS	Nuxeo Extended Support - Without Security Patch	TBD	TBD	Nuxeo	YR
NUX-INS-DIA01	Additional Production Server Instance (1) ? Diamond	$ 150,000.00	$ 123,600.00	Nuxeo	YR
NUX-INS-GLD01	Additional Production Server Instance (1) ? Gold	$ 90,000.00	$ 74,160.00	Nuxeo	YR
NUX-INS-PLT01	Additional Production Server Instance (1) ? Platinum	$ 150,000.00	$ 123,600.00	Nuxeo	YR
NUX-PAAS-ADV	Nuxeo Platform - Advanced	$ 260,000.00	$ 254,410.00	Nuxeo	YR
NUX-PAAS-CCC	Nuxeo Creative Cloud Connector (per user/seat)	$ 400.00	$ 391.40	Nuxeo	YR
NUX-PAAS-CORE	Nuxeo Platform - Core	$ 130,000.00	$ 127,205.00	Nuxeo	YR
NUX-PAAS-CUST	Nuxeo Platform - Custom	TBD	TBD	Nuxeo	YR
NUX-PAAS-DEVSB	Nuxeo Development Sandbox	$ 25,000.00	$ 24,462.50	Nuxeo	YR
NUX-PAAS-DRV	Nuxeo Drive	15.00%	15.00%	Nuxeo	YR
NUX-PAAS-ENV	Nuxeo Enhanced Viewer	$ 0.35	$ 0.34	Nuxeo	YR
NUX-PAAS-OLC	Nuxeo Outlook Connector	10.00%	10.00%	Nuxeo	YR
NUX-PAAS-PPROD	Nuxeo Pre-Production Environment	$ 50,000.00	$ 48,925.00	Nuxeo	YR
NUX-PAAS-PREM	Nuxeo Platform - Premium	$ 450,000.00	$ 440,325.00	Nuxeo	YR
NUX-PAAS-SCC	Nuxeo Sitecore Connector	10.00%	10.00%	Nuxeo	YR
NUX-PAAS-SFC	Nuxeo Salesforce Connector	10.00%	10.00%	Nuxeo	YR
NUX-PAAS-TC	Active Content (TB)	$ 6,500.00	$ 6,360.25	Nuxeo	YR
NUX-PAAS-ULT	Nuxeo Platform - Ultimate	$ 840,000.00	$ 821,940.00	Nuxeo	YR
NUX-PICD-OEM_SUBS	Pondera Incremental Customer Deployment	$ 15,000.00	$ 12,360.00	Nuxeo	YR
NUX-SCL-CNT-CUST	Containerization Scaling - Custom	TBD	TBD	Nuxeo	YR
NUX-SCL-LEG-STR01	Nuxeo Platform Subscription - Alternative Scaling - Binary Storage	TBD	TBD	Nuxeo	YR
NUX-SISNV-OEM_SUBS	Siemens Industry Software NV	$ 333.33	$ 274.66	Nuxeo	YR
NUX-SLA-UPG01	Upgrade: Standard to Premium SLA	$ 35,000.00	$ 28,840.00	Nuxeo	YR
NUX-SLA-UPG05	Upgrade: Standard to Premium Plus SLA	$ 70,000.00	$ 57,680.00	Nuxeo	YR
NUX-SLA-UPG10_SUBS	Upgrade: Premium to Premium Plus SLA	$ 35,000.00	$ 28,840.00	Nuxeo	YR
NUX-SUB-DIA01	Nuxeo Platform Subscription - Diamond	$ 525,000.00	$ 432,600.00	Nuxeo	YR
NUX-SUB-DIAFLX-CUST	Nuxeo Platform Subscription - Diamond Flex - Custom	TBD	TBD	Nuxeo	YR
NUX-SUB-GLD01	Nuxeo Platform Subscription - Gold	$ 90,000.00	$ 74,160.00	Nuxeo	YR
NUX-SUB-LEG-CUST	Nuxeo Platform Subscription - Legacy - Custom	TBD	TBD	Nuxeo	YR

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NUX-SUB-LEG-SLV01	Nuxeo Platform Subscription - Silver	$ 45,000.00	$ 37,080.00	Nuxeo	YR
NUX-SUB-LEG-XSPT01	Nuxeo Platform Subscription - Legacy - No Support	TBD	TBD	Nuxeo	YR
NUX-SUB-PLT01	Nuxeo Platform Subscription - Platinum	$ 150,000.00	$ 123,600.00	Nuxeo	YR
NUX-TEC-SBM01	Studio Branch Management	$ 30,000.00	$ 24,720.00	Nuxeo	YR
NUX-USR-STU01_SUBS	Studio User (per user/seat)	$ 500.00	$ 412.00	Nuxeo	YR
NUX-USR-TEC01_SUBS	Technical Contact	$ 17,500.00	$ 14,420.00	Nuxeo	YR
OBAIPI1_SAAS	Office Business Application - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
OBAIPI1_SUBS	Office Business Application	$ 2,400.00	$ 1,977.60	OnBase	YR
OBAIPI2_SAAS	Office Business Application - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 14,842.80	$ 12,230.47	OnBase	YR
OBAIPI2_SUBS	Office Business Application	$ 7,200.00	$ 5,932.80	OnBase	YR
OBEIPI1_SUBS	OnBase Ethos Integration - Subscription - Per Year	$ 6,000.00	$ 4,944.00	OnBase	YR
OBFUND1-C	OnBase Fundamentals	$ 565.00	$ 523.76	Training	IE
OBIPA1_SUBS	OnBase Single User License	$ 480.00	$ 395.52	OnBase	YR
OBIPW1_SAAS	Multi-User Server - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 7,916.16	$ 6,522.92	OnBase	YR
OBIPW1_SUBS	Multi-User Server	$ 3,840.00	$ 3,164.16	OnBase	YR
OBOL-EXSUP1	OnBase Online Extended Hosting Support Fee	25.00%	25.00%	Maintenance	YR
OBOLHOST-CUSTOM	Custom Code Isolation Fee	TBD	TBD	OnBase	EA
OBOLHOST-DOUBLEPLAT	Hosting Fee	4.00%	4.00%	OnBase	MO
OBOLHOST-GOLD	Hosting Fee	2.50%	2.50%	OnBase	MO
OBOLHOST-PLATINUM	Hosting Fee	3.00%	3.00%	OnBase	MO
OBOLHOST-SILVER	Hosting Fee	2.00%	2.00%	OnBase	MO
OBOL-STORAGE	OnBase Online Storage Fee	TBD	TBD	OnBase	MO
OBOLSVCS	Global Cloud Services Professional Services	TBD	TBD	OnBase	HR
OBOLSVCS-BACKFILE	Hyland Cloud Backfile Conversion Fee	$ 3.00	$ 2.47	OnBase	EA
OBOLSVCS-BACKFILEHRS	OnBase Cloud Backfile Conversion Services	$ 2.00	$ 1.65	OnBase	EA
OBOLSVCS-CTX	Application Delivery License	$ 50.00	$ 41.20	OnBase	EA
OBOLSVCS-EXSSH1	Data Extraction Charges	$ 1,000.00	$ 824.00	OnBase	EA
OBOLSVCS-USERTESTING	User Testing Environment	$ 3,500.00	$ 2,884.00	OnBase	MO
OBOLSVCS-USERTESTLITE	User Testing Lite Environment	$ 3,000.00	$ 2,472.00	OnBase	MO
OBSETUPHOST	OnBase Cloud Hosting Setup Fee	TBD	TBD	OnBase	EA
OBSETUPSUB	Hyland Cloud Subscription Setup Fee	TBD	TBD	OnBase	EA
OCIPW1_SAAS	Batch OCR - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 1,484.28	$ 1,223.05	OnBase	YR
OCRSSH1	OCR Hosting Package	$ 750.00	$ 618.00	OnBase	MO
OFM-DPIPW1_SUBS	Document Import Processor	$ 1,440.00	$ 1,186.56	OnBase	YR
OMIPI1-ANDPH_SAAS	Mobile Access for Android - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
OMIPI1-ANDPH_SUBS	Mobile Access for Android	$ 2,400.00	$ 1,977.60	OnBase	YR
OMIPI1-IPHN_SAAS	Mobile Access for iPhone - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
OMIPI1-IPHN_SUBS	Mobile Access for iPhone	$ 2,400.00	$ 1,977.60	OnBase	YR
OMIPI1-WINDO_SUBS	Mobile Access for Windows	$ 2,400.00	$ 1,977.60	OnBase	YR

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OMIPW1-IPAD_SAAS	Mobile Access for iPad - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
OMIPW1-IPAD_SUBS	Mobile Access for iPad	$ 2,400.00	$ 1,977.60	OnBase	YR
ONB-ACCC_SAAS	Ambulatory Center - Community Connect	$ 1,900.00	$ 1,565.60	OnBase	YR
ONB-ACCC_SUBS	Ambulatory Center - Community Connect	$ 1,500.00	$ 1,236.00	OnBase	YR
ONB-DEVSAND	OnBase Development Sandbox	$ 22,000.00	$ 22,433.40	OnBase	YR
ONB-DEVSAND-HC	OnBase Healthcare Development Sandbox	$ 37,000.00	$ 37,728.90	OnBase	YR
ONB-INTG1-1_SAAS	Bar Code Import for use with SAP ArchiveLink - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-1_SUBS	Bar Code Import for use with SAP ArchiveLink	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-10_SUBS	Integration for CUBUS Solutions	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-11_SAAS	Integration for DocuSign eSignature - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-11_SUBS	Integration for DocuSign eSignature	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-12_SAAS	Integration for eCopy ShareScan OP - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-13_SAAS	Integration for Esker Fax - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-13_SUBS	Integration for Esker Fax	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-14_SAAS	Integration for ESRI ArcGIS Server - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-14_SUBS	Integration for ESRI ArcGIS Server	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-15_SUBS	Integration for Fidelity Empower	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-16_SUBS	Integration for Fuji Xerox MFD	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-17_SAAS	Integration for HP MFP Enterprise License - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-17_SUBS	Integration for HP MFP Enterprise License	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-18_SUBS	Integration for Jack Henry jXchange	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-19_SAAS	Integration for Konica Milta bizhub MarketPlace MFP - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-19_SUBS	Integration for Konica Milta bizhub MarketPlace MFP	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-2_SAAS	Business Indexing Connector for use with SAP ArchiveLink - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-2_SUBS	Business Indexing Connector for use with SAP ArchiveLink	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-20_SAAS	Integration for Konica Milta Dispatcher Phoenix - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-20_SUBS	Integration for Konica Milta Dispatcher Phoenix	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-21_SAAS	Integration for KYOCERA - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR

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SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
ONB-INTG1-21_SUBS	Integration for KYOCERA	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-22_SUBS	Integration for Lexmark MFP	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-23_SAAS	Integration for Linedata Capitalstream - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-23_SUBS	Integration for Linedata Capitalstream	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-24_SUBS	Integration for Microsoft Search	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-25_SAAS	Integration for Misys FusionBanking Credit Management Enterprise - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-25_SUBS	Integration for Misys FusionBanking Credit Management Enterprise	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-26_SAAS	Integration for Open Text Fax Server, RightFax Edition - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-26_SUBS	Integration for Open Text Fax Server, RightFax Edition	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-27_SAAS	Integration for PrintMail - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-27_SUBS	Integration for PrintMail	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-28_SAAS	Integration for Sharp MFP - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-29_SAAS	Integration for Symitar Episys - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-29_SUBS	Integration for Symitar Episys	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-3_SAAS	Client Connector for Deltek Costpoint - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-3_SUBS	Client Connector for Deltek Costpoint	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-30_SAAS	Integration for Trinisys - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-30_SUBS	Integration for Trinisys	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-31_SUBS	Integration for Xerox MFP	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-32_SUBS	Integration with Q2 Software	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-33_SAAS	Print List and Data Archive for use with SAP ArchiveLink - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-33_SUBS	Print List and Data Archive for use with SAP ArchiveLink	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-36_SAAS	Reverse API Integration for Bisys - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-36_SUBS	Reverse API Integration for Bisys	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-37_SUBS	Storage Integration for EMC Centera	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-39_SUBS	Query API (500 queries/hour) (Thick Client)	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-4_SAAS	Connector for use with SAP ArchiveLink - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-4_SUBS	Connector for use with SAP ArchiveLink	$ 6,000.00	$ 4,944.00	OnBase	YR

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SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
ONB-INTG1-40_SAAS	Query API (500 queries/hour) (OnBase Unity/Core) - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-40_SUBS	Query API (500 queries/hour) (OnBase Unity/Core)	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-42_SUBS	Integration for Accela	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-43_SAAS	Integration for Azteca Cityworks - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-43_SUBS	Integration for Azteca Cityworks	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-44_SAAS	Integration for CityView - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-44_SUBS	Integration for CityView	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-45_SAAS	Integration for CourtView - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-45_SUBS	Integration for CourtView	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-46_SAAS	Integration for Tempest Development Group - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-46_SUBS	Integration for Tempest Development Group	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-47_SUBS	Integration for YouTube for Meeting Video	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-48_SAAS	CAD Services - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-48_SUBS	CAD Services	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-49_SUBS	OnBase Workday Student Integration	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-50_SAAS	OnBase Ethos Integration - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-50_SUBS	OnBase Ethos Integration	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-51_SAAS	Plan Review Integration Toolkit - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-51_SUBS	Plan Review Integration Toolkit	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-6_SAAS	Home Banking/Digital Banking Integration - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-6_SUBS	Home Banking/Digital Banking Integration	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-60_SAAS	OnBase Integration for Adobe Sign eSignature - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-60_SUBS	OnBase Integration for Adobe Sign eSignature	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-61_SAAS	Integration for 3M CAC - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-61_SUBS	Integration for 3M CAC	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-62_SAAS	Integration for Nuance CAC - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-62_SUBS	Integration for Nuance CAC	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-63_SAAS	Integration for Optum CAC - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR

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SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
ONB-INTG1-63_SUBS	Integration for Optum CAC	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-64_SUBS	Web Parts for Microsoft SharePoint	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-7_SAAS	Integration for Biscom FAXCOM - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-7_SUBS	Integration for Biscom FAXCOM	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-8_SUBS	Integration for Can uniFLOW	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-INTG1-9_SAAS	Integration for Corelation Inc. KeyStone - Double Platinum Level hosting. Discounts may apply for hosting below the Double Platinum level. SKU remains the same for all levels of hosting.	$ 13,950.00	$ 11,494.80	OnBase	YR
ONB-INTG1-9_SUBS	Integration for Corelation Inc. KeyStone	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-PLNR-C_SAAS	Plan Review - Per Concurrent User	$ 665.00	$ 547.96	OnBase	YR
ONB-PREPROD	OnBase Pre-Production	$ 49,000.00	$ 49,965.30	OnBase	YR
ONB-PREPROD-HC	OnBase Healthcare Pre-Production	$ 80,000.00	$ 81,576.00	OnBase	YR
ONB-SAAS-ACAP-GL	OnBase Advanced Capture Package - SaaS. Priced per year. Price here reflects a double platinum hosting package based on 99.90% monthly uptime percentage. Discounts may apply for lower monthly uptime percentages and gold or platinum hosting classes. SKU remains the same for all quantities and hosting classes.	$ 55,200.00	$ 45,484.80	OnBase	YR
ONB-SAAS-AGM-3TB_SAAS	Agenda Media - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 13,500.00	$ 11,124.00	OnBase	YR
ONB-SAAS-AGM-ADD-1TB	Agenda Media - Additional 1 TB Customer Data Streaming	$ 4,500.00	$ 3,708.00	OnBase	YR
ONB-SAAS-AI	OnBase Integration for Anthology - Per User	$ 420.00	$ 346.08	OnBase	YR
ONB-SAAS-APIAA-GL	OnBase AP Invoice Approval App - SaaS. Priced per named user per year. Price here reflects the cost per user for 501+ Users at double-platinum hosting class. Discounts may apply for fewer user quantities and gold or platinum hosting classes. SKU remains the same for all quantities and hosting classes.	$ 825.00	$ 679.80	OnBase	YR
ONB-SAAS-CFPY-GL	OnBase Healthcare Claims Format Processor (Payor) - SaaS - Priced per year. Price here reflects a double platinum hosting package based on 99.90% monthly uptime percentage per year. Discounts may apply for lower monthly uptime percentages and gold or platinum hosting classes. SKU remains the same for all quantities and hosting classes.	$ 36,000.00	$ 29,664.00	OnBase	YR
ONB-SAAS-CPAC-GL	OnBase Constituent Public Access. Constituent Public Access (View Only). SaaS. Priced per year. Price here reflects a population of 1,000,000+ at the double platinum hosting class. Discounts may apply for fewer constituents and gold or platinum hosting classes. SKU remains the same for all quantities and hosting classes.	$ 120,000.00	$ 98,880.00	OnBase	YR
ONB-SAAS-DCP-GL	OnBase Document Composition & Packaging. Saas. Priced per year. Price here reflects a double platinum hosting package based on 99.90% monthly uptime percentage. Discounts may apply for lower monthly uptime percentages and gold or platinum hosting classes. SKU remains the same for all quantities and hosting classes.	$ 48,000.00	$ 39,552.00	OnBase	YR
ONB-SAAS-DWCE-GL	OnBase Essential Custom Enterprise - Gold - Per User - Per Year	TBD	TBD	OnBase	YR
ONB-SAAS-DW-GL	OnBase Essential. SaaS. Priced per named user per year. Price here reflects per named users 1-25 at the double platinum hosting class level. Discounts may apply for additional user quantities and gold or platinum hosting classes. SKU remains the same for all quantities and hosting classes.	$ 2,100.00	$ 1,730.40	OnBase	YR
ONB-SAAS-DW-GL-C	OnBase Essential - Gold Level. SaaS. Per concurrent user per year. Pricing here reflects the cost per user for the first 25 users. Volume discounts may apply for additional user quantities. SKU remains the same for all quantities.	$ 7,350.00	$ 6,056.40	OnBase	YR

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ONB-SAAS-EAC-GL	OnBase External Access Client. SaaS. Flat Fee + Consumption - Monthly Active-User Fee, Per User Type. Price here reflects double platinum hosting class. Discounts may apply for gold or platinum hosting classes.	$ 2,200.00	$ 1,812.80	OnBase	YR
ONB-SAAS-EAE-GL	Enterprise External Access - Gold - Per User - Per Year	TBD	TBD	OnBase	YR
ONB-SAAS-HCW	Hyland Clinician Window	$ 17,250.00	$ 14,214.00	OnBase	YR
ONB-SAAS-INTG1-GL	OnBase Integration Choice - Per Integration. SaaS. Price here reflects 1 integration for double platinum hosting class. Discounts may apply for gold or platinum hosting classes.	$ 10,695.00	$ 8,812.68	OnBase	YR
ONB-SAAS-INTG5-GL	OnBase Integration Choice - Per Integration. SaaS. Price here reflects 5 integrations for double platinum hosting class. Discounts may apply for gold or platinum hosting classes.	$ 32,085.00	$ 26,438.04	OnBase	YR
ONB-SAAS-KWCE-GL	OnBase Premier Custom Enterprise - Gold - Per User - Per Year	TBD	TBD	OnBase	YR
ONB-SAAS-KW-GL	OnBase Premier. SaaS. Priced per named user per year. Price here reflects per named users 1-25 at double platinum hosting class. Discounts may apply for additional user quantities and gold or platinum hosting classes. SKU remains the same for all quantities and hosting classes.	$ 3,600.00	$ 2,966.40	OnBase	YR
ONB-SAAS-KW-GL-C	OnBase Premier - Gold Level. SaaS. Per concurrent user per year. Pricing here reflects the cost per user for the first 25 users. Volume discounts may apply for additional user quantities. SKU remains the same for all quantities.	$ 12,600.00	$ 10,382.40	OnBase	YR
ONB-SAAS-LGV-DW-GL	Local Government OnBase Essential - Per User	$ 1,470.00	$ 1,438.40	OnBase	YR
ONB-SAAS-LGV-KW-GL	Local Government OnBase Premier - Per User	$ 2,520.00	$ 2,465.82	OnBase	YR
ONB-SAAS-LGV-PW-GL	Local Government OnBase Standard - Per User	$ 1,995.00	$ 1,952.11	OnBase	YR
ONB-SAAS-OBAG2-GL	OnBase Agenda. SaaS. Priced per year. Price here reflects a double platinum hosting package based on 99.90% monthly uptime percentage. Discounts may apply for lower monthly uptime percentages and gold or platinum hosting classes. SKU remains the same for all quantities and hosting classes.	$ 48,000.00	$ 39,552.00	OnBase	YR
ONB-SAAS-OIM-GL	OnBase Image Forms. SaaS. Priced per year. Price here reflects a double platinum hosting package based on 99.90% monthly uptime percentage. Discounts may apply for lower monthly uptime percentages and gold or platinum hosting classes. SKU remains the same for all quantities and hosting classes.	$ 36,000.00	$ 29,664.00	OnBase	YR
ONB-SAAS-PA-GL	OnBase Public Access. SaaS. Priced per student per year. Price here reflects 35,001+ Students at double platinum hosting class. Discounts may apply for lesser student quantities and gold or platinum hosting classes. SKU remains the same for all quantities and hosting classes.	$ 182,880.00	$ 150,693.12	OnBase	YR
ONB-SAAS-PLNR-GL	OnBase Plan Review. SaaS. Priced per user per year. Pricing here reflects 101+ users at double platinum hosting class. Discounts may apply for fewer users and gold or platinum hosting classes. SKU remains the same for all quantities and hosting classes.	$ 285.00	$ 234.84	OnBase	YR
ONB-SAAS-PRIORTYWM-GL	OnBase Priority Work Management - SaaS. Pricing is based on 30+ Direct FTEs. Pricing for fewer Direct FTEs is discounted from this ceiling price. SKU remains the same for all quantities.	$ 12,000.00	$ 9,888.00	OnBase	YR
ONB-SAAS-PWCE-GL	OnBase Standard Custom Enterprise - Gold - Per User - Per Year	TBD	TBD	OnBase	YR
ONB-SAAS-PW-GL	OnBase Standard. SaaS. Priced per named user per year. Pricing here reflects per named users 1-25 at double platinum hosting class. Discounts may apply for additional user quantities and gold or platinum hosting classes. SKU remains the same for all quantities and hosting classes.	$ 3,800.00	$ 3,131.20	OnBase	YR

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SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
ONB-SAAS-PW-GL-C	OnBase Standard - Gold. SaaS. Pricing is based on per concurrent user in the customer's organization. Pricing here reflects the cost of up to 25 Users. Volume discounts may apply for additional user quantities. SKU remains the same for all quantities.	$ 9,975.00	$ 8,219.40	OnBase	YR
ONB-SAAS-SFI	OnBase Integration for Salesforce. SaaS. Priced per user per year. Price here reflects double platinum hosting class. Discounts may apply for gold or platinum hosting classes.	$ 630.00	$ 519.12	OnBase	YR
ONB-SAAS-SFI-C_SAAS	OnBase Integration for Salesforce - Per Concurrent User	$ 1,470.00	$ 1,211.28	OnBase	YR
ONB-SAAS-SFIE	OnBase Integration For Salesforce - Enterprise - Per User	TBD	TBD	OnBase	YR
ONB-SAAS-WSPE-GL	Enterprise Web Services Publishing - Gold - Per User - Per Year	TBD	TBD	OnBase	YR
ONB-SAAS-WSP-GL	OnBase Web Services Publishing. SaaS. Priced based on Flat Fee + Consumption Fee Per Call Executed per year. Price here reflects a double platinum hosting package based on 99.90% monthly uptime percentage. Discounts may apply for lower monthly uptime percentages and gold or platinum hosting classes. SKU remains the same for all quantities and hosting classes.	$ 5,550.00	$ 4,573.20	OnBase	YR
ONB-SFIE_SAAS	OnBase Integration for Salesforce - Enterprise	TBD	TBD	OnBase	YR
ONB-SUB-ACAP	Advanced Capture Package	$ 30,000.00	$ 24,720.00	OnBase	YR
ONB-SUB-APIAA	OnBase AP Invoice Approval App - Per User	$ 360.00	$ 296.64	OnBase	YR
ONB-SUB-CFPY	Healthcare Claims Format Processor (Payor)	$ 15,000.00	$ 12,360.00	OnBase	YR
ONB-SUB-CPAC	Constituent Public Access (View Only). Subscription. Price based on constituent population. Price here is for population of $1M+ constituents. Additional discounts available for fewer constituents.	$ 50,000.00	$ 41,200.00	OnBase	YR
ONB-SUB-DCP	Document Composition & Packaging	$ 20,000.00	$ 16,480.00	OnBase	YR
ONB-SUB-DGD	Document Generation & Distribution	$ 9,600.00	$ 7,910.40	OnBase	YR
ONB-SUB-DW	OnBase Essential - Per User - Per Year - Subscription	$ 900.00	$ 741.60	OnBase	YR
ONB-SUB-DW-C	Hyland OnBase Essential. Subscription. Pricing is based on per concurrent user in the customer's organization. Pricing here reflects the cost of up to 25 Users. Pricing for users >26 may be discounted in bulk user increments. SKU remains the same for all quantities.	$ 3,150.00	$ 2,595.60	OnBase	YR
ONB-SUB-DWCE	OnBase Essential Custom Enterprise - Per User - Per Year	TBD	TBD	OnBase	YR
ONB-SUB-DW-OC100	OnBase Essential Occasional User (100 Days)	$ 450.00	$ 370.80	OnBase	YR
ONB-SUB-DW-OC50	OnBase Essential Occasional User (50 Days)	$ 90.00	$ 74.16	OnBase	YR
ONB-SUB-EAC	External Access Client - Flat Fee + Consumption - Monthly Active-User Fee, Per User Type	$ 960.00	$ 791.04	OnBase	YR
ONB-SUB-EAE	Enterprise External Access - Per User - Per Year	TBD	TBD	OnBase	YR
ONB-SUB-HCW	Hyland Clinician Window	$ 15,000.00	$ 12,360.00	OnBase	YR
ONB-SUB-INTG1	Integration Add-on - Per Integration	$ 6,000.00	$ 4,944.00	OnBase	YR
ONB-SUB-INTG5	Integration Choice Package (Pick 5)	$ 18,000.00	$ 14,832.00	OnBase	EA
ONB-SUB-KW	OnBase Premier - Per User - Per Year - Subscription	$ 1,500.00	$ 1,236.00	OnBase	YR
ONB-SUB-KW-C	Hyland OnBase Premier. Subscription. Pricing is based on per concurrent user in the customer's organization. Pricing here reflects the cost of up to 25 Users. Pricing for users >26 may be discounted in bulk user increments. SKU remains the same for all quantities.	$ 5,250.00	$ 4,326.00	OnBase	YR
ONB-SUB-KWCE	OnBase Premier Custom Enterprise - Per User - Per Year	TBD	TBD	OnBase	YR
ONB-SUB-KW-OC100	OnBase Premier Occasional User (100 Days)	$ 750.00	$ 618.00	OnBase	YR
ONB-SUB-KW-OC50	OnBase Premier Occasional User (50 Days)	$ 150.00	$ 123.60	OnBase	YR
ONB-SUB-LGV-DW	Local Government OnBase Essential - Per User	$ 630.00	$ 616.46	OnBase	YR
ONB-SUB-LGV-KW	Local Government OnBase Premier - Per User	$ 1,050.00	$ 1,027.43	OnBase	YR
ONB-SUB-LGV-PW	Local Government OnBase Standard - Per User	$ 840.00	$ 821.94	OnBase	YR
ONB-SUB-OBAG2	OnBase Agenda	$ 20,000.00	$ 16,480.00	OnBase	YR

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SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
ONB-SUB-OIM	OnBase Image Forms	$ 15,000.00	$ 12,360.00	OnBase	YR
ONB-SUB-PA	Public Access. Subscription. Price based on number of students. Price here is for 35,001+ students. Additional discounts available for fewer students.	$ 75,000.00	$ 61,800.00	OnBase	YR
ONB-SUB-PLNR	Plan Review - Per User. Subscription. Price based on number of users. Price here is for users 1-25. Discounts available for additional users.	$ 120.00	$ 98.88	OnBase	YR
ONB-SUB-PRIORTYWM	Priority Work Management. Pricing based on number of FTEs using solution. Additional discounts apply to fewer FTEs.	$ 5,000.00	$ 4,120.00	OnBase	YR
ONB-SUB-PW-C	Hyland OnBase Standard. Subscription. Pricing is based on per concurrent user in the customer's organization. Pricing here reflects the cost of up to 25 Users. Pricing for users >26 may be discounted in bulk user increments. SKU remains the same for all quantities.	$ 4,200.00	$ 3,460.80	OnBase	YR
ONB-SUB-PWCE	OnBase Standard Custom Enterprise - Per User - Per Year	TBD	TBD	OnBase	YR
ONB-SUB-PW-OC100	OnBase Standard Occasional User (100 Days)	$ 600.00	$ 494.40	OnBase	YR
ONB-SUB-PW-OC50	OnBase Standard Occasional User (50 Days)	$ 120.00	$ 98.88	OnBase	YR
ONB-SUB-SFI	OnBase Integration for Salesforce - Per User	$ 240.00	$ 197.76	OnBase	YR
ONB-SUB-SFIE	OnBase Integration for Salesforce - Enterprise - Per User - Per Year	TBD	TBD	OnBase	YR
ONB-SUB-WSP	Web Services Publishing - Flat Fee + Consumption Fee Per Call Executed	$ 2,400.00	$ 1,977.60	OnBase	YR
ONB-SUB-WSPE	Enterprise Web Services Publishing - Per User - Per Year	TBD	TBD	OnBase	YR
ONB-WEBUI-SLED_SAAS	Services Accelerator - Web UI Framework - Non-Profit/SLED	$ 1.35	$ 1.32	OnBase	YR
ONB-WEBUI-SLED_SUBS	Services Accelerator - Web UI Framework - Non-Profit/SLED	$ 0.99	$ 0.82	OnBase	YR
ONB-WRKDYEXTND-DBPL-SAAS	Hyland for Workday Extend - Double Platinum. SaaS. Pricing is based on number of employees in customer's organization. Pricing here reflects the cost for 3,001+ employees. Pricing for 3,000 employees or fewer is derived from a list price of $74,420.	$ 156,282.00	$ 128,776.37	OnBase	YR
ONB-WRKDYEXTND-PL-SAAS	Hyland for Workday Extend - Platinum. SaaS. Pricing is based on number of employees in customer's organization. Pricing here reflects the cost for 3,001+ employees. Pricing for 3,000 employees or fewer is derived from a list price of $61,000.	$ 128,100.00	$ 105,554.40	OnBase	YR
ONB-WRKDYEXTND-SAAS	Hyland for Workday Extend - Gold. SaaS. Pricing is based on number of employees in customer's organization. Pricing here reflects the cost for 3,001+ employees. Pricing for 3,000 employees or fewer is derived from a list price of $50,000.	$ 105,000.00	$ 86,520.00	OnBase	YR
ONB-WRKDYEXTND-SUBS	Hyland for Workday Extend. Subscription. Pricing is based on number of employees in customer's organization. Pricing here reflects the cost for 3,001+ employees. Pricing for 3,000 employees or fewer is derived from a list price of $30,000.	$ 75,000.00	$ 61,800.00	OnBase	YR
ONB-WSPIPI1-C	Web Services Publishing Executed Web Service Call	$ 0.10	$ 0.08	OnBase	MO
OPRIPC1_SAAS	Plan Review Concurrent Client - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
OPRIPC1_SUBS	Plan Review Concurrent Client	$ 2,400.00	$ 1,977.60	OnBase	YR
OPRIPI1_SAAS	Plan Review - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 7,421.40	$ 6,115.23	OnBase	YR
OPRIPI1_SUBS	Plan Review	$ 3,600.00	$ 2,966.40	OnBase	YR
OPRIPN1_SAAS	Plan Review Named User Client - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 2,473.80	$ 2,038.41	OnBase	YR
OPRIPN1_SUBS	Plan Review Named User Client	$ 1,200.00	$ 988.80	OnBase	YR
OPVIPI1_SUBS	OnBase Patient Window	$ 48.00	$ 39.55	OnBase	YR
OSIPW_SUBS	Integration for Sharp MFP	$ 192.00	$ 158.21	OnBase	YR
OSIPW3_SUBS	Integration for Sharp MFP (Per Device, Unlimited)	$ 12,000.00	$ 9,888.00	OnBase	YR

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OUTIPI1_SAAS	Integration for Microsoft Outlook - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
OUTIPI1_SUBS	Integration for Microsoft Outlook	$ 4,800.00	$ 3,955.20	OnBase	YR
P1IPW1_SUBS	EDI 810 Processor	$ 4,800.00	$ 3,955.20	OnBase	YR
P5IPW1_SUBS	EDI 835 EOB Processor	$ 4,800.00	$ 3,955.20	OnBase	YR
P5IPW1-5010_SUBS	EDI 835 EOB Processor (HIPAA 5010)	$ 7,200.00	$ 5,932.80	OnBase	YR
P7IPW1_SUBS	EDI 837 Processor	$ 4,800.00	$ 3,955.20	OnBase	YR
P7IPW1-5010_SUBS	EDI 837 Processor (HIPAA 5010)	$ 7,200.00	$ 5,932.80	OnBase	YR
PCCNS1	Principal Consultant	$ 310.00	$ 303.34	Services	HR
PCIPW1_SUBS	PCL Input Filter	$ 1,440.00	$ 1,186.56	OnBase	YR
PDFIPI1_SAAS	PDF Framework - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 2,968.56	$ 2,446.09	OnBase	YR
PDFIPI1_SUBS	PDF Framework	$ 1,440.00	$ 1,186.56	OnBase	YR
PDIIPI1_SUBS	Enterprise Production Document Imaging	TBD	TBD	OnBase	YR
PEC-0007_SUBS	Perceptive Experience AP Invoice Approval App	$ 88,020.00	$ 72,528.48	Perceptive Content	YR
PEC-0085_SUBS	Perceptive Email Agent	$ 10,000.00	$ 9,785.00	Perceptive Content	YR
PEC-0463_SUBS	Sub-SAP Connector for Invoices	$ 39,300.00	$ 32,383.20	Perceptive Content	YR
PEC-0604_SUBS	Sub-Perceptive Experience Web Scanning. Pricing here is for 1,000+ Perceptive Content Client Licenses Deployed. Volumes less than 1,000 may receive discounts. SKU remains the same for all quantities.	$ 88,020.00	$ 72,528.48	Perceptive Content	YR
PEC-0712_SUBS	Interact for Salesforce App	$ 180.00	$ 176.13	Perceptive Content	YR
PEC-0906_SUBS	Sub-Connector for SAP ArchiveLink	$ 88,020.00	$ 72,528.48	Perceptive Content	YR
PEC-SAAS0003-0001	SaaS-Subscription Licensing Group - Base Fee	$ 1,485.00	$ 1,223.64	Perceptive Content	MO
PEC-SAAS0004-0001	SaaS-Subscription Licensing Professional Tier - Base Fee	$ 1,730.00	$ 1,425.52	Perceptive Content	MO
PEC-SAAS0005-0001	SaaS-Subscription Licensing Enterprise Tier - Base Fee	$ 1,980.00	$ 1,631.52	Perceptive Content	MO
PEC-SAAS-0007	SaaS-Perceptive Experience AP Invoice Approval App	$ 245.00	$ 201.88	Perceptive Content	MO
PEC-SAAS0011-0001	User Platform - Professional-0001	TBD	TBD	Perceptive Content	MO
PEC-SAAS0011-0010	User Platform - Professional-0010	TBD	TBD	Perceptive Content	MO
PEC-SAAS0019-SWAD	SaaS-Subscription Licensing Enterprise Tier - Test Environment - Base Fee	$ 390.00	$ 321.36	Perceptive Content	MO
PEC-SAAS0020-SWAD	SaaS-Subscription Licensing Group Tier - Test Environment - Base Fee	$ 205.00	$ 168.92	Perceptive Content	MO
PEC-SAAS0021-SWAD	SaaS-Subscription Licensing Professional Tier - Test Environment - Base Fee	$ 290.00	$ 238.96	Perceptive Content	MO
PEC-SAAS-0024-0001	SaaS-Perceptive Experience Content Apps	TBD	TBD	Perceptive Content	MO
PEC-SAAS-0030-0001	SaaS - Doc Management Expansion-0001	$ 165.00	$ 135.96	Perceptive Content	MO
PEC-SAAS-0030-0005	SaaS - Doc Management Expansion-0005	$ 825.00	$ 679.80	Perceptive Content	MO
PEC-SAAS-0030-0010	SaaS - Doc Management Expansion-0010	$ 1,650.00	$ 1,359.60	Perceptive Content	MO
PEC-SAAS-0030-0025	SaaS - Doc Management Expansion-0025	$ 4,125.00	$ 3,399.00	Perceptive Content	MO
PEC-SAAS-0030-0050	SaaS - Doc Management Expansion-0050	$ 7,455.00	$ 6,142.92	Perceptive Content	MO
PEC-SAAS-0030-0100	SaaS - Doc Management Expansion-0100	$ 11,340.00	$ 9,344.16	Perceptive Content	MO
PEC-SAAS-0030-0250	SaaS - Doc Management Expansion-0250	$ 21,940.00	$ 18,078.56	Perceptive Content	MO
PEC-SAAS-0030-0500	SaaS - Doc Management Expansion-0500	$ 38,380.00	$ 31,625.12	Perceptive Content	MO
PEC-SAAS-0036-0001	SaaS - ECM Expansion-0001	$ 220.00	$ 181.28	Perceptive Content	MO
PEC-SAAS-0036-0005	SaaS - ECM Expansion-0005	$ 1,090.00	$ 898.16	Perceptive Content	MO
PEC-SAAS-0036-0010	SaaS - ECM Expansion-0010	$ 2,180.00	$ 1,796.32	Perceptive Content	MO
PEC-SAAS-0036-0025	SaaS - ECM Expansion-0025	$ 5,445.00	$ 4,486.68	Perceptive Content	MO
PEC-SAAS-0036-0050	SaaS - ECM Expansion-0050	$ 8,920.00	$ 7,350.08	Perceptive Content	MO

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PEC-SAAS-0036-0100	SaaS - ECM Expansion-0100	$ 12,710.00	$ 10,473.04	Perceptive Content	MO
PEC-SAAS-0036-0250	SaaS - ECM Expansion-0250	$ 23,770.00	$ 19,586.48	Perceptive Content	MO
PEC-SAAS-0036-0500	SaaS - ECM Expansion-0500	$ 40,945.00	$ 33,738.68	Perceptive Content	MO
PEC-SAAS-0041-0001	SaaS - Foundation Bundle Expansion-0001	$ 120.00	$ 98.88	Perceptive Content	MO
PEC-SAAS-0041-0005	SaaS - Foundation Bundle Expansion-0005	$ 605.00	$ 498.52	Perceptive Content	MO
PEC-SAAS-0041-0010	SaaS - Foundation Bundle Expansion-0010	$ 1,210.00	$ 997.04	Perceptive Content	MO
PEC-SAAS-0041-0025	SaaS - Foundation Bundle Expansion-0025	$ 3,025.00	$ 2,492.60	Perceptive Content	MO
PEC-SAAS-0041-0050	SaaS - Foundation Bundle Expansion-0050	$ 5,500.00	$ 4,532.00	Perceptive Content	MO
PEC-SAAS-0041-0100	SaaS - Foundation Bundle Expansion-0100	$ 9,630.00	$ 7,935.12	Perceptive Content	MO
PEC-SAAS-0041-0250	SaaS - Foundation Bundle Expansion-0250	$ 19,680.00	$ 16,216.32	Perceptive Content	MO
PEC-SAAS-0041-0500	SaaS - Foundation Bundle Expansion-0500	$ 35,200.00	$ 29,004.80	Perceptive Content	MO
PEC-SAAS-0057-0001	SaaS-Interact for MS Office	$ 15.45	$ 12.73	Perceptive Content	MO
PEC-SAAS-0062-0001	SaaS-CaptureNow Adrenaline	$ 72.00	$ 59.33	Perceptive Content	MO
PEC-SAAS-0069-0001	SaaS-Direct Print	$ 380.00	$ 313.12	Perceptive Content	MO
PEC-SAAS-0071-0001	SaaS-EDI	$ 630.00	$ 519.12	Perceptive Content	MO
PEC-SAAS0073-0001	Hosting Fee	TBD	TBD	Perceptive Content	MO
PEC-SAAS-0095-0001	SaaS-Recognition Agent-Barcodes/FormsID	$ 505.00	$ 416.12	Perceptive Content	MO
PEC-SAAS-0101-0001	SaaS-Perceptive Connector for Infor APIA	$ 505.00	$ 416.12	Perceptive Content	YR
PEC-SAAS-0114-0001	SaaS-Perceptive Content Ethos Integration	$ 5,880.00	$ 4,845.12	Perceptive Content	YR
PEC-SAAS-0155-SWIN	SaaS - Perceptive Content Bundles Included Test Environment	TBD	TBD	Perceptive Content	MO
PEC-SAAS-0273-0001	SaaS-AP Invoice eForm	$ 740.00	$ 609.76	Perceptive Content	MO
PEC-SAAS-0341-0001	SaaS-Interact for Outlook - Per Seat User	$ 3.10	$ 2.55	Perceptive Content	MO
PEC-SAAS-0342-0001	SaaS-Interact for Outlook Server (Required)	$ 250.00	$ 206.00	Perceptive Content	MO
PEC-SAAS-0347-0001	SaaS-Integration Server Transaction Packs	$ 505.00	$ 416.12	Perceptive Content	MO
PEC-SAAS-0360-0001	SaaS-Output Agent - 5 Agents	$ 360.00	$ 296.64	Perceptive Content	MO
PEC-SAAS-0403-0001	SaaS-eAuthorize Server (Required)	$ 245.00	$ 201.88	Perceptive Content	MO
PEC-SAAS-0452-0002-LG	Perceptive Integration for Hyland Content Portal for Higher Education - Large School - Unlimited Forms	$ 49,420.00	$ 50,393.57	Content Portal	YR
PEC-SAAS-0452-0002-MD	Perceptive Integration for Hyland Content Portal for Higher Education - Medium School - Unlimited Forms	$ 32,380.00	$ 33,017.89	Content Portal	YR
PEC-SAAS-0452-0002-SM	Perceptive Integration for Hyland Content Portal for Higher Education - Small School - Unlimited Forms	$ 21,260.00	$ 21,678.82	Content Portal	YR
PEC-SAAS-0452-0010-LG	Perceptive Integration for Hyland Content Portal for Higher Education - Large School - Up to 25 Forms	$ 25,140.00	$ 25,635.26	Content Portal	YR
PEC-SAAS-0452-0010-MD	Perceptive Integration for Hyland Content Portal for Higher Education - Medium School - Up to 25 Forms	$ 17,700.00	$ 18,048.69	Content Portal	YR
PEC-SAAS-0452-0010-SM	Perceptive Integration for Hyland Content Portal for Higher Education - Small School - Up to 25 Forms	$ 13,820.00	$ 14,092.25	Content Portal	YR
PEC-SAAS-0452-0025-LG	Perceptive Integration for Hyland Content Portal for Higher Education - Large School - Up to 50 Forms	$ 35,420.00	$ 36,117.77	Content Portal	YR
PEC-SAAS-0452-0025-MD	Perceptive Integration for Hyland Content Portal for Higher Education - Medium School - Up to 50 Forms	$ 24,080.00	$ 24,554.38	Content Portal	YR
PEC-SAAS-0452-0025-SM	Perceptive Integration for Hyland Content Portal for Higher Education - Small School - Up to 50 Forms	$ 17,100.00	$ 17,436.87	Content Portal	YR

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PEC-SAAS-0453-0002-LG	Perceptive Integration for Hyland Content Portal for Local Government - Large Jurisdiction - Unlimited Forms	$ 48,220.00	$ 49,169.93	Content Portal	YR
PEC-SAAS-0453-0002-MD	Perceptive Integration for Hyland Content Portal for Local Government - Medium Jurisdiction - Unlimited Forms	$ 33,620.00	$ 34,282.31	Content Portal	YR
PEC-SAAS-0453-0002-MG	Perceptive Integration for Hyland Content Portal for Local Government - Mega Jurisdiction - Unlimited Forms	$ 68,060.00	$ 69,400.78	Content Portal	YR
PEC-SAAS-0453-0002-SM	Perceptive Integration for Hyland Content Portal for Local Government - Small Jurisdiction - Unlimited Forms	$ 22,160.00	$ 22,596.55	Content Portal	YR
PEC-SAAS-0453-0010-LG	Perceptive Integration for Hyland Content Portal for Local Government - Large Jurisdiction - Up to 25 Forms	$ 24,840.00	$ 25,329.35	Content Portal	YR
PEC-SAAS-0453-0010-MD	Perceptive Integration for Hyland Content Portal for Local Government - Medium Jurisdiction - Up to 25 Forms	$ 18,300.00	$ 18,660.51	Content Portal	YR
PEC-SAAS-0453-0010-MG	Perceptive Integration for Hyland Content Portal for Local Government - Mega Jurisdiction - Up to 25 Forms	$ 32,900.00	$ 33,548.13	Content Portal	YR
PEC-SAAS-0453-0010-SM	Perceptive Integration for Hyland Content Portal for Local Government - Small Jurisdiction - Up to 25 Forms	$ 14,120.00	$ 14,398.16	Content Portal	YR
PEC-SAAS-0453-0025-LG	Perceptive Integration for Hyland Content Portal for Local Government - Large Jurisdiction - Up to 50 Forms	$ 34,820.00	$ 35,505.95	Content Portal	YR
PEC-SAAS-0453-0025-MD	Perceptive Integration for Hyland Content Portal for Local Government - Medium Jurisdiction - Up to 50 Forms	$ 24,680.00	$ 25,166.20	Content Portal	YR
PEC-SAAS-0453-0025-MG	Perceptive Integration for Hyland Content Portal for Local Government - Mega Jurisdiction - Up to 50 Forms	$ 45,400.00	$ 46,294.38	Content Portal	YR
PEC-SAAS-0453-0025-SM	Perceptive Integration for Hyland Content Portal for Local Government - Small Jurisdiction - Up to 50 Forms	$ 17,700.00	$ 18,048.69	Content Portal	YR
PEC-SAAS-0454-0002-LG	Perceptive Integration for Hyland Content Portal for AP - Large Business - Unlimited Forms	$ 51,160.00	$ 52,167.85	Content Portal	YR
PEC-SAAS-0454-0002-SM	Perceptive Integration for Hyland Content Portal for AP - Small Business - Unlimited Forms	$ 32,620.00	$ 33,262.61	Content Portal	YR
PEC-SAAS-0454-0010-LG	Perceptive Integration for Hyland Content Portal for AP - Large Business - Up to 10 Forms	$ 34,100.00	$ 34,771.77	Content Portal	YR
PEC-SAAS-0454-0010-SM	Perceptive Integration for Hyland Content Portal for AP - Small Business - Up to 10 Forms	$ 21,600.00	$ 22,025.52	Content Portal	YR
PEC-SAAS-0454-0025-LG	Perceptive Integration for Hyland Content Portal for AP - Large Business - Up to 25 Forms	$ 41,580.00	$ 42,399.13	Content Portal	YR
PEC-SAAS-0454-0025-SM	Perceptive Integration for Hyland Content Portal for AP - Small Business - Up to 25 Forms	$ 26,680.00	$ 27,205.60	Content Portal	YR
PEC-SAAS-0454-0050-LG	Perceptive Integration for Hyland Content Portal for AP - Large Business - Up to 50 Forms	$ 44,560.00	$ 45,437.83	Content Portal	YR
PEC-SAAS-0454-0050-SM	Perceptive Integration for Hyland Content Portal for AP - Small Business - Up to 50 Forms	$ 28,460.00	$ 29,020.66	Content Portal	YR
PEC-SAAS-0454-LGEA	Perceptive Integration for Hyland Content Portal for State Government - Large Agency - Entire Agency	$ 42,680.00	$ 43,520.80	Content Portal	YR
PEC-SAAS-0454-LGSD	Perceptive Integration for Hyland Content Portal for State Government - Large Agency - Single Department	$ 23,660.00	$ 24,126.10	Content Portal	YR
PEC-SAAS-0454-MDEA	Perceptive Integration for Hyland Content Portal for State Government - Medium Agency - Entire Agency	$ 30,780.00	$ 31,386.37	Content Portal	YR
PEC-SAAS-0454-MDSD	Perceptive Integration for Hyland Content Portal for State Government - Medium Agency - Single Department	$ 18,600.00	$ 18,966.42	Content Portal	YR
PEC-SAAS-0454-MGEA	Perceptive Integration for Hyland Content Portal for State Government - Mega Agency - Entire Agency	$ 76,160.00	$ 77,660.35	Content Portal	YR
PEC-SAAS-0454-MGSD	Perceptive Integration for Hyland Content Portal for State Government - Mega Agency - Single Department	$ 30,500.00	$ 31,100.85	Content Portal	YR

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PEC-SAAS-0454-SMEA	Perceptive Integration for Hyland Content Portal for State Government - Small Agency - Entire Agency	$ 23,340.00	$ 23,799.80	Content Portal	YR
PEC-SAAS-0454-SMSD	Perceptive Integration for Hyland Content Portal for State Government - Small Agency - Single Department	$ 14,140.00	$ 14,418.56	Content Portal	YR
PEC-SAAS-0462-0001	SaaS-Transcript eForm	$ 410.00	$ 337.84	Perceptive Content	MO
PEC-SAAS-0464-0001	SaaS-SAP Connector	$ 1,465.00	$ 1,207.16	Perceptive Content	MO
PEC-SAAS-0466	SaaS-Core for Transcripts	$ 3,745.00	$ 3,085.88	Perceptive Content	MO
PEC-SAAS-0572-0001	SaaS-CaptureNow TWAIN	$ 72.00	$ 59.33	Perceptive Content	MO
PEC-SAAS-0573-0001	SaaS-CaptureNow ISIS - Level 2	$ 72.00	$ 59.33	Perceptive Content	MO
PEC-SAAS-0574-0001	SaaS-CaptureNow ISIS - Level 3	$ 72.00	$ 59.33	Perceptive Content	MO
PEC-SAAS-0575-0001	SaaS-CaptureNow ISIS - Level 1	$ 72.00	$ 59.33	Perceptive Content	MO
PEC-SAAS-0589-SWAD	SaaS-Addl Test-Ent Content Mgmt Pkg	TBD	TBD	Perceptive Content	MO
PEC-SAAS-0624-001K	SaaS-eAuthorize Signing Events-001K	$ 1,290.00	$ 1,062.96	Perceptive Content	MO
PEC-SAAS-0624-005K	SaaS-eAuthorize Signing Events-005K	$ 5,150.00	$ 4,243.60	Perceptive Content	MO
PEC-SAAS-0624-125K	SaaS-eAuthorize Signing Events-125K	$ 96,565.00	$ 79,569.56	Perceptive Content	MO
PEC-SAAS-0624-625K	SaaS-eAuthorize Signing Events-625K	$ 418,440.00	$ 344,794.56	Perceptive Content	MO
PEC-SAAS-0698-0001	SaaS-Connector for Dynamics AX	$ 250.00	$ 206.00	Perceptive Content	MO
PEC-SAAS-0716-0001	SaaS-Subscription Licensing-Group-0001	$ 140.00	$ 115.36	Perceptive Content	MO
PEC-SAAS-0716-0005	SaaS-Subscription Licensing-Group-0005	$ 700.00	$ 576.80	Perceptive Content	MO
PEC-SAAS-0716-0010	SaaS-Subscription Licensing-Group-0010	$ 1,400.00	$ 1,153.60	Perceptive Content	MO
PEC-SAAS-0716-0025	SaaS-Subscription Licensing-Group-0025	$ 2,500.00	$ 2,060.00	Perceptive Content	MO
PEC-SAAS-0716-0050	SaaS-Subscription Licensing-Group-0050	$ 5,000.00	$ 4,120.00	Perceptive Content	MO
PEC-SAAS-0716-0100	SaaS-Subscription Licensing-Group-0100	$ 7,200.00	$ 5,932.80	Perceptive Content	MO
PEC-SAAS-0716-0250	SaaS-Subscription Licensing-Group-0250	$ 14,625.00	$ 12,051.00	Perceptive Content	MO
PEC-SAAS-0716-0500	SaaS-Subscription Licensing-Group-0500	$ 24,750.00	$ 20,394.00	Perceptive Content	MO
PEC-SAAS-0717-0001	SaaS-Subscription Licensing-Professional-0001	$ 205.00	$ 168.92	Perceptive Content	MO
PEC-SAAS-0717-0005	SaaS-Subscription Licensing-Professional-0005	$ 1,025.00	$ 844.60	Perceptive Content	MO
PEC-SAAS-0717-0010	SaaS-Subscription Licensing-Professional-0010	$ 2,050.00	$ 1,689.20	Perceptive Content	MO
PEC-SAAS-0717-0025	SaaS-Subscription Licensing-Professional-0025	$ 3,500.00	$ 2,884.00	Perceptive Content	MO
PEC-SAAS-0717-0050	SaaS-Subscription Licensing-Professional-0050	$ 7,000.00	$ 5,768.00	Perceptive Content	MO
PEC-SAAS-0717-0100	SaaS-Subscription Licensing-Professional-0100	$ 9,250.00	$ 7,622.00	Perceptive Content	MO
PEC-SAAS-0717-0250	SaaS-Subscription Licensing-Professional-0250	$ 18,000.00	$ 14,832.00	Perceptive Content	MO
PEC-SAAS-0717-0500	SaaS-Subscription Licensing-Professional-0500	$ 29,250.00	$ 24,102.00	Perceptive Content	MO
PEC-SAAS-0718-0001	SaaS-Subscription Licensing-Enterprise-0001	$ 285.00	$ 234.84	Perceptive Content	MO
PEC-SAAS-0718-0005	SaaS-Subscription Licensing-Enterprise-0005	$ 1,425.00	$ 1,174.20	Perceptive Content	MO
PEC-SAAS-0718-0010	SaaS-Subscription Licensing-Enterprise-0010	$ 2,850.00	$ 2,348.40	Perceptive Content	MO
PEC-SAAS-0718-0025	SaaS-Subscription Licensing-Enterprise-0025	$ 4,375.00	$ 3,605.00	Perceptive Content	MO
PEC-SAAS-0718-0050	SaaS-Subscription Licensing-Enterprise-0050	$ 8,750.00	$ 7,210.00	Perceptive Content	MO
PEC-SAAS-0718-0100	SaaS-Subscription Licensing-Enterprise-0100	$ 10,800.00	$ 8,899.20	Perceptive Content	MO
PEC-SAAS-0718-0250	SaaS-Subscription Licensing-Enterprise-0250	$ 20,625.00	$ 16,995.00	Perceptive Content	MO
PEC-SAAS-0718-0500	SaaS-Subscription Licensing-Enterprise-0500	$ 34,000.00	$ 28,016.00	Perceptive Content	MO
PEC-SAAS-0719-SWAD	SaaS-Test-Subscription Licensing-Group	$ 205.00	$ 168.92	Perceptive Content	MO
PEC-SAAS-0720-0001	SaaS-Test-Subscription Licensing-Professional	$ 290.00	$ 238.96	Perceptive Content	MO
PEC-SAAS-0721-0001	SaaS-Test-Subscription Licensing-Enterprise	$ 390.00	$ 321.36	Perceptive Content	MO
PEC-SAAS-0742-0001	SaaS-CaptureNow File IP	$ 10.25	$ 8.45	Perceptive Content	MO

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SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
PEC-SAAS-0802-0001	SaaS-Perceptive Connector for InforCloudSuite	$ 505.00	$ 416.12	Perceptive Content	YR
PEC-SAAS-0906-0001	SaaS-Connector for SAP ArchiveLink	$ 1,010.00	$ 832.24	Perceptive Content	MO
PEC-SAAS-DMTB-0001-DBPL	SaaS - Perceptive Content Document Management Bundle (Concurrent User) - Double Platinum	$ 4,300.00	$ 3,543.20	Perceptive Content	YR
PEC-SAAS-DMTB-0001-GL	SaaS - Perceptive Content Document Management Bundle (Concurrent User) - Gold	$ 3,200.00	$ 2,636.80	Perceptive Content	YR
PEC-SAAS-DMTB-0001-PL	SaaS - Perceptive Content Document Management Bundle (Concurrent User) - Platinum	$ 3,600.00	$ 2,966.40	Perceptive Content	YR
PEC-SAAS-ECMB-0001-DBPL	SaaS - Perceptive Content ECM Bundle (Concurrent User) - Double Platinum	$ 5,300.00	$ 4,367.20	Perceptive Content	YR
PEC-SAAS-ECMB-0001-GL	SaaS - Perceptive Content ECM Bundle (Concurrent User) - Gold	$ 3,900.00	$ 3,213.60	Perceptive Content	YR
PEC-SAAS-ECMB-0001-PL	SaaS - Perceptive Content ECM Bundle (Concurrent User) - Platinum	$ 4,400.00	$ 3,625.60	Perceptive Content	YR
PEC-SAAS-FDNB-0001-DBPL	SaaS - Perceptive Content Foundation Bundle (Concurrent User) - Double Platinum	$ 3,300.00	$ 2,719.20	Perceptive Content	YR
PEC-SAAS-FDNB-0001-GL	SaaS - Perceptive Content Foundation Bundle (Concurrent User) - Gold	$ 2,500.00	$ 2,060.00	Perceptive Content	YR
PEC-SAAS-FDNB-0001-PL	SaaS - Perceptive Content Foundation Bundle (Concurrent User) - Platinum	$ 2,800.00	$ 2,307.20	Perceptive Content	YR
PEC-SUB-0007	Sub-Perceptive Experience AP Invoice Approval App	$ 1,710.00	$ 1,409.04	Perceptive Content	MO
PEC-SUB-0028-SWAD	Sub - Content Bundles Test Part	$ 155.00	$ 127.72	Perceptive Content	MO
PEC-SUB-0029-0001	Sub - Doc Management Base Fee (Required if < 25 users)	$ 1,955.00	$ 1,610.92	Perceptive Content	MO
PEC-SUB-0030-0001	Sub - Doc Management Expansion-0001	$ 165.00	$ 135.96	Perceptive Content	MO
PEC-SUB-0030-0005	Sub - Doc Management Expansion-0005	$ 825.00	$ 679.80	Perceptive Content	MO
PEC-SUB-0030-0010	Sub - Doc Management Expansion-0010	$ 1,650.00	$ 1,359.60	Perceptive Content	MO
PEC-SUB-0030-0025	Sub - Doc Management Expansion-0025	$ 4,125.00	$ 3,399.00	Perceptive Content	MO
PEC-SUB-0030-0050	Sub - Doc Management Expansion-0050	$ 7,455.00	$ 6,142.92	Perceptive Content	MO
PEC-SUB-0030-0100	Sub - Doc Management Expansion-0100	$ 11,340.00	$ 9,344.16	Perceptive Content	MO
PEC-SUB-0030-0250	Sub - Doc Management Expansion-0250	$ 21,940.00	$ 18,078.56	Perceptive Content	MO
PEC-SUB-0030-0500	Sub - Doc Management Expansion-0500	$ 38,380.00	$ 31,625.12	Perceptive Content	MO
PEC-SUB-0033-0001	Sub - Document Management Bundle-0001 User	$ 165.00	$ 135.96	Perceptive Content	MO
PEC-SUB-0033-0005	Sub - Document Management Bundle-0005 Users	$ 825.00	$ 679.80	Perceptive Content	MO
PEC-SUB-0033-0010	Sub - Document Management Bundle-0010 Users	$ 1,650.00	$ 1,359.60	Perceptive Content	MO
PEC-SUB-0033-0025	Sub - Document Management Bundle-0025 Users	$ 4,125.00	$ 3,399.00	Perceptive Content	MO
PEC-SUB-0033-0050	Sub - Document Management Bundle-0050 Users	$ 7,455.00	$ 6,142.92	Perceptive Content	MO
PEC-SUB-0033-0100	Sub - Document Management Bundle-0100 Users	$ 11,340.00	$ 9,344.16	Perceptive Content	MO
PEC-SUB-0033-0250	Sub - Document Management Bundle-0250 Users	$ 21,940.00	$ 18,078.56	Perceptive Content	MO
PEC-SUB-0033-0500	Sub - Document Management Bundle-0500 Users	$ 38,380.00	$ 31,625.12	Perceptive Content	MO
PEC-SUB-0034-0001	Sub - ECM Base Fee (required if < 25 users)	$ 2,935.00	$ 2,418.44	Perceptive Content	MO
PEC-SUB-0035-0001	Sub - ECM Bundle-0001 users	$ 220.00	$ 181.28	Perceptive Content	MO
PEC-SUB-0035-0005	Sub - ECM Bundle-0005 users	$ 1,090.00	$ 898.16	Perceptive Content	MO
PEC-SUB-0035-0010	Sub - ECM Bundle-0010 users	$ 2,180.00	$ 1,796.32	Perceptive Content	MO
PEC-SUB-0035-0025	Sub - ECM Bundle-0025 users	$ 5,445.00	$ 4,486.68	Perceptive Content	MO
PEC-SUB-0035-0050	Sub - ECM Bundle-0050 users	$ 8,920.00	$ 7,350.08	Perceptive Content	MO
PEC-SUB-0035-0100	Sub - ECM Bundle-0100 users	$ 12,710.00	$ 10,473.04	Perceptive Content	MO
PEC-SUB-0035-0250	Sub - ECM Bundle-0250 users	$ 23,770.00	$ 19,586.48	Perceptive Content	MO
PEC-SUB-0035-0500	Sub - ECM Bundle-0500 users	$ 40,945.00	$ 33,738.68	Perceptive Content	MO
PEC-SUB-0035-E	Sub - ECM Bundle - Enterprise	TBD	TBD	Perceptive Content	YR
PEC-SUB-0036-0001	Sub - ECM Expansion-0001	$ 220.00	$ 181.28	Perceptive Content	MO
PEC-SUB-0036-0005	Sub - ECM Expansion-0005	$ 1,090.00	$ 898.16	Perceptive Content	MO
PEC-SUB-0036-0010	Sub - ECM Expansion-0010	$ 2,180.00	$ 1,796.32	Perceptive Content	MO
PEC-SUB-0036-0025	Sub - ECM Expansion-0025	$ 5,445.00	$ 4,486.68	Perceptive Content	MO

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SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
PEC-SUB-0036-0050	Sub - ECM Expansion-0050	$ 8,920.00	$ 7,350.08	Perceptive Content	MO
PEC-SUB-0036-0100	Sub - ECM Expansion-0100	$ 12,710.00	$ 10,473.04	Perceptive Content	MO
PEC-SUB-0036-0250	Sub - ECM Expansion-0250	$ 23,770.00	$ 19,586.48	Perceptive Content	MO
PEC-SUB-0036-0500	Sub - ECM Expansion-0500	$ 40,945.00	$ 33,738.68	Perceptive Content	MO
PEC-SUB-0038-0001	Sub - Foundation Bundle-0001 User	$ 120.00	$ 98.88	Perceptive Content	MO
PEC-SUB-0038-0005	Sub - Foundation Bundle-0005 Users	$ 605.00	$ 498.52	Perceptive Content	MO
PEC-SUB-0038-0010	Sub - Foundation Bundle-0010 Users	$ 1,210.00	$ 997.04	Perceptive Content	MO
PEC-SUB-0038-0025	Sub - Foundation Bundle-0025 Users	$ 3,025.00	$ 2,492.60	Perceptive Content	MO
PEC-SUB-0038-0050	Sub - Foundation Bundle-0050 Users	$ 5,500.00	$ 4,532.00	Perceptive Content	MO
PEC-SUB-0038-0100	Sub - Foundation Bundle-0100 Users	$ 9,630.00	$ 7,935.12	Perceptive Content	MO
PEC-SUB-0038-0250	Sub - Foundation Bundle-0250 Users	$ 19,680.00	$ 16,216.32	Perceptive Content	MO
PEC-SUB-0038-0500	Sub - Foundation Bundle-0500 Users	$ 35,200.00	$ 29,004.80	Perceptive Content	MO
PEC-SUB-0039-0001	Sub - Foundation Bundle Base Fee (required if < 25 users)	$ 980.00	$ 807.52	Perceptive Content	MO
PEC-SUB-0041-0001	Sub - Foundation Bundle Expansion-0001	$ 120.00	$ 98.88	Perceptive Content	MO
PEC-SUB-0041-0005	Sub - Foundation Bundle Expansion-0005	$ 605.00	$ 498.52	Perceptive Content	MO
PEC-SUB-0041-0010	Sub - Foundation Bundle Expansion-0010	$ 1,210.00	$ 997.04	Perceptive Content	MO
PEC-SUB-0041-0025	Sub - Foundation Bundle Expansion-0025	$ 3,025.00	$ 2,492.60	Perceptive Content	MO
PEC-SUB-0041-0050	Sub - Foundation Bundle Expansion-0050	$ 5,500.00	$ 4,532.00	Perceptive Content	MO
PEC-SUB-0041-0100	Sub - Foundation Bundle Expansion-0100	$ 9,630.00	$ 7,935.12	Perceptive Content	MO
PEC-SUB-0041-0250	Sub - Foundation Bundle Expansion-0250	$ 19,680.00	$ 16,216.32	Perceptive Content	MO
PEC-SUB-0041-0500	Sub - Foundation Bundle Expansion-0500	$ 35,200.00	$ 29,004.80	Perceptive Content	MO
PEC-SUB-0057-0001	Sub-Interact for MS Office	$ 15.45	$ 12.73	Perceptive Content	MO
PEC-SUB-0062-0001	Sub-CaptureNow Adrenaline	$ 72.00	$ 59.33	Perceptive Content	MO
PEC-SUB-0063-0001	Sub-CaptureNow File with IP	$ 10.25	$ 8.45	Perceptive Content	MO
PEC-SUB-0065-0001	Sub-CaptureNow ISIS - Level 1	$ 72.00	$ 59.33	Perceptive Content	MO
PEC-SUB-0066-0001	Sub-CaptureNow ISIS - Level 2	$ 72.00	$ 59.33	Perceptive Content	MO
PEC-SUB-0068-0001	Sub-CaptureNow ISIS - Level 3	$ 72.00	$ 59.33	Perceptive Content	MO
PEC-SUB-0069-0001	Sub-Direct Print	$ 380.00	$ 313.12	Perceptive Content	MO
PEC-SUB-0086-0001	Sub-Output Agent - DICOM Module	$ 105.00	$ 86.52	Perceptive Content	MO
PEC-SUB-0098-0001	Sub-Recognition Agent-Barcodes/FormsID	$ 505.00	$ 416.12	Perceptive Content	MO
PEC-SUB-0109-0001	Sub-Retention Administrator	$ 105.00	$ 86.52	Perceptive Content	MO
PEC-SUB-0114-0001	Sub-Perceptive Content Ethos Integration	$ 5,880.00	$ 4,845.12	Perceptive Content	YR
PEC-SUB-0115-SWAD	Sub-Test-CaptureNow Adrenaline	$ 10.00	$ 8.24	Perceptive Content	MO
PEC-SUB-0116-SWAD	Sub-Test-CaptureNow File with IP	$ 5.00	$ 4.12	Perceptive Content	MO
PEC-SUB-0117-SWAD	Sub-Test-CaptureNow TWAIN	$ 5.00	$ 4.12	Perceptive Content	MO
PEC-SUB-0118-SWAD	Sub-Test-CaptureNow ISIS - Level 1	$ 5.00	$ 4.12	Perceptive Content	MO
PEC-SUB-0119-SWAD	Sub-Test-CaptureNow ISIS - Level 2	$ 72.00	$ 59.33	Perceptive Content	MO
PEC-SUB-0121-SWAD	Sub-Test-CaptureNow ISIS - Level 3	$ 10.00	$ 8.24	Perceptive Content	MO
PEC-SUB-0233	Perp Expansion Sub-Retention Policy Manager	$ 4,785.00	$ 3,942.84	Perceptive Content	MO
PEC-SUB-0235	Perp Expansion Sub-Doc Control Suite	$ 2,520.00	$ 2,076.48	Perceptive Content	MO
PEC-SUB-0236	Perp Expansion Sub-eForms	$ 2,015.00	$ 1,660.36	Perceptive Content	MO
PEC-SUB-0237	Perp Expansion Sub-Business Insight	$ 1,135.00	$ 935.24	Perceptive Content	MO
PEC-SUB-0239	Perp Expansion Sub- Integration Server	$ 505.00	$ 416.12	Perceptive Content	MO
PEC-SUB-0241	Perp Expansion - iScript	$ 1,815.00	$ 1,495.56	Perceptive Content	YR
PEC-SUB-0273-0001	Sub-AP Invoice eForm	$ 740.00	$ 609.76	Perceptive Content	MO

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SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
PEC-SUB-0292	Sub-Perceptive Fax Agent	$ 1,210.00	$ 997.04	Perceptive Content	YR
PEC-SUB-0302-0001	Sub-Perceptive Data Transfer - 1 File	$ 645.00	$ 531.48	Perceptive Content	MO
PEC-SUB-0303-0001	Sub-Perceptive Data Transfer - Unlimited Use	$ 950.00	$ 782.80	Perceptive Content	MO
PEC-SUB-0319-0001	Sub-Additional Active Server Node	$ 620.00	$ 510.88	Perceptive Content	MO
PEC-SUB-0341-0001	Sub-Interact for Outlook - Per Seat User	$ 3.10	$ 2.55	Perceptive Content	MO
PEC-SUB-0342-0001	Sub-Interact for Outlook Server (Required)	$ 250.00	$ 206.00	Perceptive Content	MO
PEC-SUB-0347-0001	Sub-Integration Server Transaction Packs	$ 505.00	$ 416.12	Perceptive Content	MO
PEC-SUB-0360-0001	Sub-Output Agent - 5 Agents	$ 360.00	$ 296.64	Perceptive Content	MO
PEC-SUB-0378-025K	Sub-TransForm Annual Submissions-025K	$ 1,010.00	$ 832.24	Perceptive Content	MO
PEC-SUB-0403-0001	Sub-eAuthorize Server (Required)	$ 245.00	$ 201.88	Perceptive Content	MO
PEC-SUB-0416-0001	Sub-TransForm Server License	$ 505.00	$ 416.12	Perceptive Content	MO
PEC-SUB-0452-0002-LG	Perceptive Integration for Hyland Content Portal for Higher Education - Large School - Unlimited Forms	$ 28,920.00	$ 29,489.72	Content Portal	YR
PEC-SUB-0452-0002-MD	Perceptive Integration for Hyland Content Portal for Higher Education - Medium School - Unlimited Forms	$ 20,920.00	$ 21,332.12	Content Portal	YR
PEC-SUB-0452-0002-SM	Perceptive Integration for Hyland Content Portal for Higher Education - Small School - Unlimited Forms	$ 13,360.00	$ 13,623.19	Content Portal	YR
PEC-SUB-0452-0010-LG	Perceptive Integration for Hyland Content Portal for Higher Education - Large School - Up to 25 Forms	$ 14,240.00	$ 14,520.53	Content Portal	YR
PEC-SUB-0452-0010-MD	Perceptive Integration for Hyland Content Portal for Higher Education - Medium School - Up to 25 Forms	$ 9,800.00	$ 9,993.06	Content Portal	YR
PEC-SUB-0452-0010-SM	Perceptive Integration for Hyland Content Portal for Higher Education - Small School - Up to 25 Forms	$ 7,120.00	$ 7,260.26	Content Portal	YR
PEC-SUB-0452-0025-LG	Perceptive Integration for Hyland Content Portal for Higher Education - Large School - Up to 50 Forms	$ 20,920.00	$ 21,332.12	Content Portal	YR
PEC-SUB-0452-0025-MD	Perceptive Integration for Hyland Content Portal for Higher Education - Medium School - Up to 50 Forms	$ 14,680.00	$ 14,969.20	Content Portal	YR
PEC-SUB-0452-0025-SM	Perceptive Integration for Hyland Content Portal for Higher Education - Small School - Up to 50 Forms	$ 9,800.00	$ 9,993.06	Content Portal	YR
PEC-SUB-0453-0002-LG	Perceptive Integration for Hyland Content Portal for Local Government - Large Jurisdiction - Unlimited Forms	$ 28,920.00	$ 29,489.72	Content Portal	YR
PEC-SUB-0453-0002-MD	Perceptive Integration for Hyland Content Portal for Local Government - Medium Jurisdiction - Unlimited Forms	$ 20,920.00	$ 21,332.12	Content Portal	YR
PEC-SUB-0453-0002-MG	Perceptive Integration for Hyland Content Portal for Local Government - Mega Jurisdiction - Unlimited Forms	$ 35,560.00	$ 36,260.53	Content Portal	YR
PEC-SUB-0453-0002-SM	Perceptive Integration for Hyland Content Portal for Local Government - Small Jurisdiction - Unlimited Forms	$ 13,360.00	$ 13,623.19	Content Portal	YR
PEC-SUB-0453-0010-LG	Perceptive Integration for Hyland Content Portal for Local Government - Large Jurisdiction - Up to 10 Forms	$ 14,240.00	$ 14,520.53	Content Portal	YR
PEC-SUB-0453-0010-MD	Perceptive Integration for Hyland Content Portal for Local Government - Medium Jurisdiction - Up to 10 Forms	$ 9,800.00	$ 9,993.06	Content Portal	YR
PEC-SUB-0453-0010-MG	Perceptive Integration for Hyland Content Portal for Local Government - Mega Jurisdiction - Up to 10 Forms	$ 17,800.00	$ 18,150.66	Content Portal	YR
PEC-SUB-0453-0010-SM	Perceptive Integration for Hyland Content Portal for Local Government - Small Jurisdiction - Up to 10 Forms	$ 7,120.00	$ 7,260.26	Content Portal	YR

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SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
PEC-SUB-0453-0025-LG	Perceptive Integration for Hyland Content Portal for Local Government - Large Jurisdiction - Up to 25 Forms	$ 20,920.00	$ 21,332.12	Content Portal	YR
PEC-SUB-0453-0025-MD	Perceptive Integration for Hyland Content Portal for Local Government - Medium Jurisdiction - Up to 25 Forms	$ 14,680.00	$ 14,969.20	Content Portal	YR
PEC-SUB-0453-0025-MG	Perceptive Integration for Hyland Content Portal for Local Government - Mega Jurisdiction - Up to 25 Forms	$ 24,000.00	$ 24,472.80	Content Portal	YR
PEC-SUB-0453-0025-SM	Perceptive Integration for Hyland Content Portal for Local Government - Small Jurisdiction - Up to 25 Forms	$ 9,800.00	$ 9,993.06	Content Portal	YR
PEC-SUB-0454-0002-LG	Perceptive Integration for Hyland Content Portal for AP - Large Business - Unlimited Forms	$ 21,360.00	$ 21,780.79	Content Portal	YR
PEC-SUB-0454-0002-SM	Perceptive Integration for Hyland Content Portal for AP - Small Business - Unlimited Forms	$ 15,120.00	$ 15,417.86	Content Portal	YR
PEC-SUB-0454-0010-LG	Perceptive Integration for Hyland Content Portal for AP - Large Business - Up to 10 Forms	$ 16,000.00	$ 16,315.20	Content Portal	YR
PEC-SUB-0454-0010-SM	Perceptive Integration for Hyland Content Portal for AP - Small Business - Up to 10 Forms	$ 9,800.00	$ 9,993.06	Content Portal	YR
PEC-SUB-0454-0025-LG	Perceptive Integration for Hyland Content Portal for AP - Large Business - Up to 25 Forms	$ 18,680.00	$ 19,048.00	Content Portal	YR
PEC-SUB-0454-0025-SM	Perceptive Integration for Hyland Content Portal for AP - Small Business - Up to 25 Forms	$ 12,480.00	$ 12,725.86	Content Portal	YR
PEC-SUB-0454-0050-LG	Perceptive Integration for Hyland Content Portal for AP - Large Business - Up to 50 Forms	$ 19,560.00	$ 19,945.33	Content Portal	YR
PEC-SUB-0454-0050-SM	Perceptive Integration for Hyland Content Portal for AP - Small Business - Up to 50 Forms	$ 13,360.00	$ 13,623.19	Content Portal	YR
PEC-SUB-0454-LGEA	Perceptive Integration for Hyland Content Portal for State Government - Large Agency - Entire Agency	$ 28,480.00	$ 29,041.06	Content Portal	YR
PEC-SUB-0454-LGSD	Perceptive Integration for Hyland Content Portal for State Government - Large Agency - Single Department	$ 13,360.00	$ 13,623.19	Content Portal	YR
PEC-SUB-0454-MDEA	Perceptive Integration for Hyland Content Portal for State Government - Medium Agency - Entire Agency	$ 20,480.00	$ 20,883.46	Content Portal	YR
PEC-SUB-0454-MDSD	Perceptive Integration for Hyland Content Portal for State Government - Medium Agency - Single Department	$ 9,800.00	$ 9,993.06	Content Portal	YR
PEC-SUB-0454-MGEA	Perceptive Integration for Hyland Content Portal for State Government - Mega Agency - Entire Agency	$ 59,560.00	$ 60,733.33	Content Portal	YR
PEC-SUB-0454-MGSD	Perceptive Integration for Hyland Content Portal for State Government - Mega Agency - Single Department	$ 17,800.00	$ 18,150.66	Content Portal	YR
PEC-SUB-0454-SMEA	Perceptive Integration for Hyland Content Portal for State Government - Small Agency - Entire Agency	$ 14,240.00	$ 14,520.53	Content Portal	YR
PEC-SUB-0454-SMSD	Perceptive Integration for Hyland Content Portal for State Government - Small Agency - Single Department	$ 6,240.00	$ 6,362.93	Content Portal	YR
PEC-SUB-0462-0001	Sub-Transcript eForm	$ 410.00	$ 337.84	Perceptive Content	MO
PEC-SUB-0463	Sub-SAP Connector for Invoices	$ 3,275.00	$ 2,698.60	Perceptive Content	MO
PEC-SUB-0466	Sub-Core for Transcripts	$ 1,495.00	$ 1,231.88	Perceptive Content	MO
PEC-SUB-0487-0001	Sub-Connector Infor APIA	$ 250.00	$ 206.00	Perceptive Content	MO
PEC-SUB-0572-0001	Sub-CaptureNow TWAIN	$ 72.00	$ 59.33	Perceptive Content	MO
PEC-SUB-0576-0001	Sub-CaptureNow ISIS-Level II-Canon DR2580	$ 85.00	$ 70.04	Perceptive Content	MO
PEC-SUB-0610	Sub-Perceptive Experience Admissions Evaluation App	$ 735.00	$ 605.64	Perceptive Content	MO
PEC-SUB-0624-001K	eAuthorize Signing Events-001K	$ 1,290.00	$ 1,062.96	Perceptive Content	EA
PEC-SUB-0624-005K	eAuthorize Signing Events-005K	$ 5,150.00	$ 4,243.60	Perceptive Content	EA
PEC-SUB-0624-025K	eAuthorize Signing Events-025K	$ 21,890.00	$ 18,037.36	Perceptive Content	EA
PEC-SUB-0624-0500	eAuthorize Signing Events-0500	$ 775.00	$ 638.60	Perceptive Content	EA
PEC-SUB-0624-125K	eAuthorize Signing Events-125K	$ 96,565.00	$ 79,569.56	Perceptive Content	EA
PEC-SUB-0624-625K	eAuthorize Signing Events-625K	$ 418,440.00	$ 344,794.56	Perceptive Content	EA

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PEC-SUB-0625-001K	Sub-eAuthorize Signing Events-001K	$ 1,290.00	$ 1,062.96	Perceptive Content	MO
PEC-SUB-0625-005K	Sub-eAuthorize Signing Events-005K	$ 5,150.00	$ 4,243.60	Perceptive Content	MO
PEC-SUB-0625-025K	Sub-eAuthorize Signing Events-025K	$ 21,890.00	$ 18,037.36	Perceptive Content	MO
PEC-SUB-0625-0500	Sub-eAuthorize Signing Events-0500	$ 775.00	$ 638.60	Perceptive Content	MO
PEC-SUB-0625-125K	Sub-eAuthorize Signing Events-125K	$ 96,565.00	$ 79,569.56	Perceptive Content	MO
PEC-SUB-0625-625K	Sub-eAuthorize Signing Events-625K	$ 418,440.00	$ 344,794.56	Perceptive Content	MO
PEC-SUB-0626-0001	eAuthorize KBA Signing Events	$ 1.55	$ 1.28	Perceptive Content	EA
PEC-SUB-0640-0001	Sub-EDI	$ 630.00	$ 519.12	Perceptive Content	MO
PEC-SUB-0641-0001	Sub-Fax Agent Up to 2 Ports	$ 200.00	$ 164.80	Perceptive Content	MO
PEC-SUB-0642-0001	Sub-Output Agent (Unlimited)	$ 855.00	$ 704.52	Perceptive Content	MO
PEC-SUB-0644-0001	Sub-Perceptive Data Transfer Addl Data File	$ 100.00	$ 82.40	Perceptive Content	MO
PEC-SUB-0674-0001	Sub-MV Sistemas-Base Bundle	$ 340.00	$ 280.16	Perceptive Content	MO
PEC-SUB-0675-0001	Sub-MV Sistemas-Additional PCs	$ 5.00	$ 4.12	Perceptive Content	MO
PEC-SUB-0689-SWAD	Sub-MV Sistemas - Test Environment	$ 85.00	$ 70.04	Perceptive Content	MO
PEC-SUB-0698-0001	Sub-Connector for Dynamics AX	$ 250.00	$ 206.00	Perceptive Content	MO
PEC-SUB-0716-0001	Subscription Licensing-Group-0001	$ 140.00	$ 115.36	Perceptive Content	MO
PEC-SUB-0716-0005	Subscription Licensing-Group-0005	$ 700.00	$ 576.80	Perceptive Content	MO
PEC-SUB-0716-0010	Subscription Licensing-Group-0010	$ 1,400.00	$ 1,153.60	Perceptive Content	MO
PEC-SUB-0716-0025	Subscription Licensing-Group-0025	$ 2,500.00	$ 2,060.00	Perceptive Content	MO
PEC-SUB-0716-0050	Subscription Licensing-Group-0050	$ 5,000.00	$ 4,120.00	Perceptive Content	MO
PEC-SUB-0716-0100	Subscription Licensing-Group-0100	$ 7,200.00	$ 5,932.80	Perceptive Content	MO
PEC-SUB-0716-0250	Subscription Licensing-Group-0250	$ 14,625.00	$ 12,051.00	Perceptive Content	MO
PEC-SUB-0716-0500	Subscription Licensing-Group-0500	$ 24,750.00	$ 20,394.00	Perceptive Content	MO
PEC-SUB-0717-0001	Subscription Licensing-Professional-0001	$ 205.00	$ 168.92	Perceptive Content	MO
PEC-SUB-0717-0005	Subscription Licensing-Professional-0005	$ 1,025.00	$ 844.60	Perceptive Content	MO
PEC-SUB-0717-0010	Subscription Licensing-Professional-0010	$ 2,050.00	$ 1,689.20	Perceptive Content	MO
PEC-SUB-0717-0025	Subscription Licensing-Professional-0025	$ 3,500.00	$ 2,884.00	Perceptive Content	MO
PEC-SUB-0717-0050	Subscription Licensing-Professional-0050	$ 7,000.00	$ 5,768.00	Perceptive Content	MO
PEC-SUB-0717-0100	Subscription Licensing-Professional-0100	$ 9,250.00	$ 7,622.00	Perceptive Content	MO
PEC-SUB-0717-0250	Subscription Licensing-Professional-0250	$ 18,000.00	$ 14,832.00	Perceptive Content	MO
PEC-SUB-0717-0500	Subscription Licensing-Professional-0500	$ 29,250.00	$ 24,102.00	Perceptive Content	MO
PEC-SUB-0718-0001	Subscription Licensing-Enterprise-0001	$ 285.00	$ 234.84	Perceptive Content	MO
PEC-SUB-0718-0005	Subscription Licensing-Enterprise-0005	$ 1,425.00	$ 1,174.20	Perceptive Content	MO
PEC-SUB-0718-0010	Subscription Licensing-Enterprise-0010	$ 2,850.00	$ 2,348.40	Perceptive Content	MO
PEC-SUB-0718-0025	Subscription Licensing-Enterprise-0025	$ 4,375.00	$ 3,605.00	Perceptive Content	MO
PEC-SUB-0718-0050	Subscription Licensing-Enterprise-0050	$ 8,750.00	$ 7,210.00	Perceptive Content	MO
PEC-SUB-0718-0100	Subscription Licensing-Enterprise-0100	$ 10,800.00	$ 8,899.20	Perceptive Content	MO
PEC-SUB-0718-0250	Subscription Licensing-Enterprise-0250	$ 20,625.00	$ 16,995.00	Perceptive Content	MO
PEC-SUB-0718-0500	Subscription Licensing-Enterprise-0500	$ 34,000.00	$ 28,016.00	Perceptive Content	MO
PEC-SUB-0719-SWAD	Test-Subscription Licensing-Group	$ 205.00	$ 168.92	Perceptive Content	MO
PEC-SUB-0720-SWAD	Test-Subscription Licensing-Professional	$ 290.00	$ 238.96	Perceptive Content	MO
PEC-SUB-0721-SWAD	Test-Subscription Licensing-Enterprise	$ 390.00	$ 321.36	Perceptive Content	MO
PEC-SUB-0728	Sub-Perceptive Experience HR App	$ 735.00	$ 605.64	Perceptive Content	MO
PEC-SUB-0802-0001	Sub-Perceptive Connector for InforCloudSuite	$ 505.00	$ 416.12	Perceptive Content	YR
PEC-SUB-0906-0001	Sub-Connectors for SAP ArchiveLink	$ 1,010.00	$ 832.24	Perceptive Content	MO

Hyland Software, Inc. - OMNIA Partners Pricelist - Effective 2.2026					
SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
PES-PER-0042-0001_SUBS	Enterprise Search Initial Bundle	$ 17,280.00	$ 14,238.72	Enterprise Search	YR
PES-PER-0043-0001_SUBS	Enterprise Search Addtl Production Server	$ 8,160.00	$ 6,723.84	Enterprise Search	YR
PES-PER-0044-SWAD_SUBS	Enterprise Search Additional Test Server	$ 2,400.00	$ 1,977.60	Enterprise Search	YR
PES-SUB-0002	Sub-Perceptive Experience Search (Limited)	$ 1,510.00	$ 1,244.24	Enterprise Search	MO
PGMSUP	Program Manager	$ 310.00	$ 303.34	Services	HR
PIC-SAAS-1000-0001	Brainware for Transcripts Additional Verifiers	$ 100.00	$ 82.40	Brainware	MO
PIC-SUB-0005-0001	Sub-Brainware Visibility Reporting-1 REL	$ 610.00	$ 502.64	Brainware	MO
PIC-SUB-0012-0001	Sub-Brainware Visibility Reporting (2)	$ 945.00	$ 778.68	Brainware	MO
PIC-SUB-0013-0001	Sub-Brainware Visibility Rptg System (4)	$ 1,575.00	$ 1,297.80	Brainware	MO
PIC-SUB-0032-0001	Sub-Brainware Addl Verifier License	$ 65.00	$ 53.56	Brainware	EA
PIC-SUB-0053-001K	Brainware Table Extraction - 1K	$ 20.00	$ 16.48	Brainware	EA
PIC-SUB-0053-001M	Brainware Table Extraction - 1M	$ 9,535.00	$ 7,856.84	Brainware	MO
PIC-SUB-0053-002M	Brainware Table Extraction - 2M	$ 19,115.00	$ 15,750.76	Brainware	MO
PIC-SUB-0053-005K	Brainware Table Extraction - 5K	$ 95.00	$ 78.28	Brainware	EA
PIC-SUB-0053-005M	Brainware Table Extraction - 5M	$ 47,765.00	$ 39,358.36	Brainware	MO
PIC-SUB-0053-010K	Brainware Table Extraction - 10K	$ 185.00	$ 152.44	Brainware	MO
PIC-SUB-0053-020K	Brainware Table Extraction - 20K	$ 370.00	$ 304.88	Brainware	MO
PIC-SUB-0053-050K	Brainware Table Extraction - 50K	$ 930.00	$ 766.32	Brainware	MO
PIC-SUB-0053-100K	Brainware Table Extraction - 100K	$ 1,710.00	$ 1,409.04	Brainware	MO
PIC-SUB-0053-150K	Brainware Table Extraction - 150K	$ 2,395.00	$ 1,973.48	Brainware	MO
PIC-SUB-0053-250K	Brainware Table Extraction - 250K	$ 3,620.00	$ 2,982.88	Brainware	MO
PIC-SUB-0053-350K	Brainware Table Extraction - 350K	$ 4,645.00	$ 3,827.48	Brainware	MO
PIC-SUB-0053-500K	Brainware Table Extraction - 500K	$ 6,110.00	$ 5,034.64	Brainware	MO
PIC-SUB-0064	Brainware for Transcripts - Subscription. Price Priced by volume of annual transcripts AND student population. Pricing here reflects transcript volume of 75,001 to 100,000 and a student population of 25,000 to 49,999. Discounts apply for lower volumes of annual transcripts and student population. SKU remains the same for all quantities.	$ 92,700.00	$ 76,384.80	Brainware	YR
PIC-SUB-0064-100K-E	Sub-Brainware for Transcripts - 100k Annual & Student Population >50,000	TBD	TBD	Brainware	MO
PIC-SUB-0064-101E	Sub-Brainware for Transcripts - >100k Annual - Custom	TBD	TBD	Brainware	MO
PIC-SUB-0074-0001	Sub-Brainware 2-D Barcode Engine	$ 25.00	$ 20.60	Brainware	MO
PIC-SUB-0087-SWAD-DR	Sub-Brainware Disaster Recovery License	TBD	TBD	Brainware	MO
PIC-SUB-0097-SWAD	Sub-Brainware Additional Test Environment	$ 755.00	$ 622.12	Brainware	MO
PIC-SUB-0098-SWAD	Sub-Test-Additional Brainware Verifier	$ 50.00	$ 41.20	Brainware	EA
PIC-SUB-0103	Brainware for Transcripts - Subscription. SAAS. Priced by volume of annual transcripts AND student population. Pricing here reflects transcript volume of 75,001 to 100,000 and a student population of 25,000 to 49,999. Discounts apply for lower volumes of annual transcripts and student population. SKU remains the same for all quantities.	$ 132,300.00	$ 109,015.20	Brainware	YR
PIC-SUB-1000-0001	Sub-Brainware for Transcripts Additional Verifier	$ 45.00	$ 37.08	Brainware	MO
PIIPW1_SAAS	PDF Input Filter - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 7,421.40	$ 6,115.23	OnBase	YR
PIIPW1_SUBS	PDF Input Filter	$ 3,600.00	$ 2,966.40	OnBase	YR
PMSSUP	Project Manager	$ 260.00	$ 254.41	Services	HR
PRIPI1_SAAS	Physical Records Management - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 14,842.80	$ 12,230.47	OnBase	YR
PRIPI1_SUBS	Physical Records Management	$ 7,200.00	$ 5,932.80	OnBase	YR

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SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
PROGRAM-MANAGER	Program Manager	$ 13,000.00	$ 12,720.50	Recurring Services	YR
PRTIPI1_SUBS	Plan Review Integration Toolkit	$ 7,200.00	$ 5,932.80	OnBase	YR
PSIPW1_SUBS	Electronic Document Separation	TBD	TBD	OnBase	YR
PTIPC1_SAAS	Virtual Print Driver - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
PTIPC1_SUBS	Virtual Print Driver	$ 2,400.00	$ 1,977.60	OnBase	YR
PWIPI1_SAAS	Signature Pad Interface (TWAIN) - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 5,937.12	$ 4,892.19	OnBase	YR
PWIPI1_SUBS	Signature Pad Interface (TWAIN)	$ 2,880.00	$ 2,373.12	OnBase	YR
Q2IPI1_SUBS	Integration with Q2 Software	$ 4,800.00	$ 3,955.20	OnBase	YR
Q2IPI2_SUBS	Integration with Q2 Software	$ 4,800.00	$ 3,955.20	OnBase	YR
RAAS-ADD10	Resource as a Service - Additional 10 hours	$ 2,475.00	$ 2,421.79	Recurring Services	EA
REAIPI1_SUBS	REST API Integration Toolkit - Per Year	$ 4,800.00	$ 3,955.20	OnBase	YR
REQCONECT_SUBS	ReQuord Connector	$ 1,041.60	$ 858.28	OnBase	YR
RFIPW1_SUBS	Integration for Open Text Fax Server, RightFax Edition	$ 2,880.00	$ 2,373.12	OnBase	YR
RHIPI1_SAAS	Reporting Dashboards - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
RHIPI1_SUBS	Reporting Dashboards	$ 4,800.00	$ 3,955.20	OnBase	YR
RIIPI1_SAAS	Records Management - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 19,790.40	$ 16,307.29	OnBase	YR
RIIPI1_SUBS	Records Management	$ 9,600.00	$ 7,910.40	OnBase	YR
RMIPC1_SUBS	WorkView Concurrent Client	$ 480.00	$ 395.52	OnBase	YR
RMIPCPE_SUBS	WorkView Concurrent Client PE	$ 480.00	$ 395.52	OnBase	YR
RMIPI1_SUBS	WorkView Server	$ 4,800.00	$ 3,955.20	OnBase	YR
RMIPN1_SUBS	WorkView Named User Client	$ 240.00	$ 197.76	OnBase	YR
RMIPNPE_SUBS	WorkView Named User Client PE	$ 240.00	$ 197.76	OnBase	YR
RMIPW1_SUBS	WorkView Workstation Client	$ 240.00	$ 197.76	OnBase	YR
RMIPWPE_SUBS	WorkView Workstation Client PE	$ 240.00	$ 197.76	OnBase	YR
RPA-SUB-BOT	Hyland RPA Per Bot	$ 10,000.00	$ 9,270.00	Hyland RPA	YR
RPA-SUB-BOT-ENT	Hyland RPA Per Bot - Enterprise	TBD	TBD	Hyland RPA	YR
RPIPI1_SAAS	Report Services - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
RSSSH1	Report Services Hosting Package	$ 750.00	$ 618.00	OnBase	MO
RSUPTK	Recurring Services Uptick. Per year.	10.00%	10.00%	Recurring Services	YR
RXIPI1_SUBS	Report Mining	$ 7,200.00	$ 5,932.80	OnBase	YR
SAIPI1_SUBS	Connector for use with SAP ArchiveLink	$ 14,400.00	$ 11,865.60	OnBase	YR
SBIPI1_SUBS	Bar Code Import for use with SAP ArchiveLink	$ 4,800.00	$ 3,955.20	OnBase	YR
SCIPI1_SUBS	OLE Viewer for use with SAP ArchiveLink	$ 4,800.00	$ 3,955.20	OnBase	YR
SDIPI1_SUBS	Print List and Data Archive for use with SAP ArchiveLink	$ 4,800.00	$ 3,955.20	OnBase	YR
SGIPW1_SUBS	Gateway Caching Server (Each, Per Location, Per Server)	$ 2,400.00	$ 1,977.60	OnBase	YR
SIIPI1_SUBS	Business Indexing Connector for use with SAP ArchiveLink	$ 7,200.00	$ 5,932.80	OnBase	YR
SNIPI10_SUBS	Single Sign-On for Oracle	$ 2,400.00	$ 1,977.60	OnBase	YR
SNIPI11_SUBS	Single Sign-On for Kerberos	$ 12,000.00	$ 9,888.00	OnBase	YR
SNIPI14_SAAS	Single Sign-On for SAML - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR

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SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
SNIPI15_SAAS	Single Sign-On for Microsoft Active Directory Federation Services - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
SNIPI16_SAAS	Single Sign-On for Central Authentication Service (CAS) - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
SNIPI2_SAAS	Single Sign-On for CA eTrust SiteMinder - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 19,790.40	$ 16,307.29	OnBase	YR
SOLARC	Solution Architect	$ 310.00	$ 303.34	Services	HR
SOLUTION-LEAD-AP	Solution Lead - AP	$ 26,000.00	$ 25,441.00	Recurring Services	YR
SOLUTION-LEAD-EHR	Solution Lead - EHR	$ 26,000.00	$ 25,441.00	Recurring Services	YR
SOLUTION-LEAD-EI	Solution Lead - EI	$ 26,000.00	$ 25,441.00	Recurring Services	YR
SOLUTION-LEAD-IMR	Solution Lead - IMR	$ 26,000.00	$ 25,441.00	Recurring Services	YR
SPIPI1_SUBS	Web Parts for Microsoft SharePoint	$ 2,400.00	$ 1,977.60	OnBase	YR
SPPREM	Success Paths - Premier. Success Paths Premier offering includes the following SKUs: SP_PCLIVE, SP_PTECHQ, SP_PREMSUB, SP_PCERTTRAIN, SP_PTAM.	$ 244,900.00	$ 239,634.65	Maintenance	YR
SPSIG	Success Paths – Signature	TBD	TBD	Maintenance	YR
SSIPW1_SAAS	Mailbox Importer - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
SSIPW1_SUBS	Mailbox Importer	$ 4,800.00	$ 3,955.20	OnBase	YR
SUBSCRPT	Subscription Fees. Pricing based on 4% of perpetual software price per month. Subject to uptick of 10% per renewal. Billed annually.	4.00%	4.00%	Subscription	MO
T1IPW1_SAAS	EDI TS 130 Processor - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
T1IPW1_SUBS	EDI TS 130 Processor	$ 4,800.00	$ 3,955.20	OnBase	YR
TIIPN1_SUBS	Production Document Imaging (TWAIN) (Named Use) - For First	$ 2,400.00	$ 1,977.60	OnBase	YR
TIIPN2_SUBS	Production Document Imaging (TWAIN) (Named Use) - For Second and Beyond	$ 1,440.00	$ 1,186.56	OnBase	YR
TIIPW1_SAAS	Production Document Imaging (TWAIN) - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
TIIPW1_SUBS	Production Document Imaging (TWAIN)	$ 2,400.00	$ 1,977.60	OnBase	YR
TIIPW2_SAAS	Production Document Imaging (TWAIN) - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 2,968.56	$ 2,446.09	OnBase	YR
TIIPW2_SUBS	Production Document Imaging (TWAIN)	$ 1,440.00	$ 1,186.56	OnBase	YR
TIIPWE_SUBS	Enterprise Production Document Imaging (TWAIN)	TBD	TBD	OnBase	YR
TQTCE1-C	TechQuest - Per Person	$ 3,600.00	$ 3,337.20	Training	IE
TRAPI1-C	OnBase API Certification - Per Person	$ 3,600.00	$ 3,337.20	Training	IE
TRBCS1-C	Building a Comprehensive Solution - Per Person	$ 3,600.00	$ 3,337.20	Training	IE
TRCCC1-C	Custom Customer Training - Plus T&E - Per Day at Customer Site. Duration: 1 Day.	$ 5,250.00	$ 4,866.75	Training	EA
TRCRT1-C	Hyland Certified OnBase Consultant - Per Person	$ 3,600.00	$ 3,337.20	Training	IE
TREND1-C	OnBase End User Training - Per Day, On-Site	$ 5,100.00	$ 4,727.70	Training	EA
TR-HINTLPROC1-C	Hyland Intelligent Document Processing: Core Concepts	$ 3,600.00	$ 3,337.20	Training	EA
TRITEK-C	OnBase Foundation and Implementation	$ 3,600.00	$ 3,337.20	Training	IE
TRNG-PASS	Alfresco Passport – Named Learner - Per Person Per Year. The subscription is valid for 12 months from the date of registration.	$ 3,250.00	$ 3,012.75	Training	YR
TR-PERS-1000	Perceptive Training Series for single user to attend the Perceptive Training Series. A series will consist of multiple 3 hour sessions.	$ 300.00	$ 278.10	Training	IE
TR-PERS-6414	Perceptive Software 5 Day Training per person.	$ 3,000.00	$ 2,781.00	Training	EA

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SKU	Name	List Price	Net Cost to Customer	Product Category	UOI
TR-PERS-6414-C	Perceptive Software 5 Day Training	$ 3,200.00	$ 2,966.40	Training	EA
TR-PERS-6415	Perceptive Software 4 Day Training per person.	$ 2,400.00	$ 2,224.80	Training	EA
TR-PERS-6415-C	Perceptive Software 4 day Training	$ 2,560.00	$ 2,373.12	Training	EA
TR-PERS-6416	Perceptive Software 3 Day Training per person.	$ 1,800.00	$ 1,668.60	Training	EA
TR-PERS-6416-C	Perceptive Software 3 day Training	$ 1,920.00	$ 1,779.84	Training	EA
TR-PERS-6417	Perceptive Software 2 Day Training per person.	$ 1,200.00	$ 1,112.40	Training	EA
TR-PERS-6417-C	Perceptive Software 2 day Training	$ 1,280.00	$ 1,186.56	Training	EA
TR-PERS-6418	Perceptive Software 1 Day Training per person.	$ 600.00	$ 556.20	Training	EA
TR-PERS-6418-C	Perceptive Software 1 day Training	$ 640.00	$ 593.28	Training	EA
TR-PERS-6419	Perceptive Software Onsite 4 day Training	$ 25,500.00	$ 23,638.50	Training	EA
TR-PERS-6434	Perceptive Software Single eLearning	$ 750.00	$ 695.25	Training	IE
TRRPADEV1-C	Hyland RPA Developer – Per Person	$ 2,880.00	$ 2,669.76	Training	IE
TRSYS1-C	System Administration - Per Person	$ 3,600.00	$ 3,337.20	Training	IE
TRSYS2-C	System Administration - Up to 12 Employees at Customer Site	$ 26,200.00	$ 24,287.40	Training	EA
TRSYS3-C	Advanced System Administration - Per Person	$ 3,600.00	$ 3,337.20	Training	IE
TRTSC1-C	Supporting OnBase - Per Person	$ 3,600.00	$ 3,337.20	Training	IE
TRUAW1-C	OnBase System Administrator Recertification - Per Person. Duration: 4 hrs.	$ 375.00	$ 347.63	Training	IE
TRWFE2-C	Workflow Design - Per Person	$ 3,600.00	$ 3,337.20	Training	IE
TRWKF1-C	Introduction to Workflow - Per Person	$ 3,600.00	$ 3,337.20	Training	IE
TRWVI1-C	WorkView Implementation - Per Person	$ 3,600.00	$ 3,337.20	Training	IE
TRWVR1-C	WorkView Recertification	$ 350.00	$ 324.45	Training	EA
TYIPI1_SAAS	Directory Import Processor - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
TYIPI1_SUBS	Directory Import Processor	$ 2,400.00	$ 1,977.60	OnBase	YR
UBIPW_SUBS	Unity Briefcase. Pricing based on number of users. Pricing here is for first 100 users. Volume discounts apply for additional users.	$ 192.00	$ 158.21	OnBase	YR
UCSIPI1_SAAS	Unity Client Server - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 14,842.80	$ 12,230.47	OnBase	YR
UCSIPI1_SUBS	Unity Client Server	$ 7,200.00	$ 5,932.80	OnBase	YR
UIIPI1_SAAS	Unity Integration Toolkit - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
UIIPI1_SUBS	Unity Integration Toolkit	$ 4,800.00	$ 3,955.20	OnBase	YR
UNIPI1_SAAS	Unity Client Server - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
US-ONSHORE-RSRC_SAAS	US Only Support Resource - Hosted.	$ 375,000.00	$ 366,937.50	Subscription	YR
US-ONSHORE-RSRC_SUBS	US Only Support Resource - On-Premise	$ 290,000.00	$ 283,765.00	Subscription	YR
VLIPC_SUBS	WorkView Concurrent Client SL. Pricing based on number of users. Pricing here is for first 20 users. Volume discounts apply for additional users.	$ 720.00	$ 593.28	OnBase	YR
VLIPCE_SUBS	Enterprise WorkView Concurrent Client SL	TBD	TBD	OnBase	YR
VLIPCPE_SUBS	WorkView Concurrent Client SL PE	$ 720.00	$ 593.28	OnBase	YR
VLIPN_SUBS	WorkView Named User Client SL. Pricing based on number of users. Pricing here is for first 20 users. Volume discounts apply for additional users.	$ 432.00	$ 355.97	OnBase	YR
VLIPN1-IT_SUBS	WorkView IT Ticketing Named User Client SL	$ 432.00	$ 355.97	OnBase	YR
VLIPNPE_SUBS	WorkView Named User Client SL PE	$ 432.00	$ 355.97	OnBase	YR
VLIPWPE_SUBS	WorkView Workstation Client SL PE	$ 432.00	$ 355.97	OnBase	YR

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VTIPC1_SUBS	Full-Text Indexing Concurrent Client for Verity	$ 144.00	$ 118.66	OnBase	YR
VTIPI1_SUBS	Full-Text Indexing Server for Verity	$ 4,800.00	$ 3,955.20	OnBase	YR
WAIPI1_SAAS	Workflow Approval Management - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 19,790.40	$ 16,307.29	OnBase	YR
WAIPI1_SUBS	Workflow Approval Management	$ 9,600.00	$ 7,910.40	OnBase	YR
WATWC1-C	OnBase Workflow Administrator Recertification - Per Person. Duration: 4 hrs.	$ 375.00	$ 347.63	Training	IE
WCIPC1_SUBS	Workflow/WorkView Concurrent Client	$ 816.00	$ 672.38	OnBase	YR
WCIPCPE_SUBS	Workflow/WorkView Concurrent Client PE	$ 816.00	$ 672.38	OnBase	YR
WCIPN1_SUBS	Workflow/WorkView Named User Client	$ 408.00	$ 336.19	OnBase	YR
WCIPNPE_SUBS	Workflow/WorkView Named User Client PE	$ 408.00	$ 336.19	OnBase	YR
WCIPW1_SUBS	Workflow/WorkView Workstation Client	$ 408.00	$ 336.19	OnBase	YR
WCIPWPE_SUBS	Workflow/WorkView Workstation Client PE	$ 408.00	$ 336.19	OnBase	YR
WFCNS1	Business Consultant	$ 260.00	$ 254.41	Services	HR
WFIPC1_SUBS	Workflow Concurrent Client	$ 576.00	$ 474.62	OnBase	YR
WFIPCE_SUBS	Enterprise Workflow Concurrent Client	$ 0.48	$ 0.40	OnBase	YR
WFIPCPE_SUBS	Workflow Concurrent Client PE	$ 576.00	$ 474.62	OnBase	YR
WFIPD1_SUBS	Departmental Workflow Server	$ 4,800.00	$ 3,955.20	OnBase	YR
WFIPD2_SUBS	Command Alkon - Departmental Workflow Server	$ 2,400.00	$ 1,977.60	OnBase	YR
WFIPI1_SUBS	Workflow Enterprise Server	$ 24,000.00	$ 19,776.00	OnBase	YR
WFIPN1_SUBS	Workflow Named User Client	$ 288.00	$ 237.31	OnBase	YR
WFIPNPE_SUBS	Workflow Named User Client PE	$ 288.00	$ 237.31	OnBase	YR
WFIPW1_SUBS	Workflow Workstation Client	$ 288.00	$ 237.31	OnBase	YR
WFIPWPE_SUBS	Workflow Workstation Client PE	$ 288.00	$ 237.31	OnBase	YR
WLIPC_SAAS	Workflow Concurrent Client SL - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 2,176.94	$ 1,793.80	OnBase	YR
WLIPC_SUBS	Workflow Concurrent Client SL. Pricing based on number of users. Pricing here is for first 20 users. Volume discounts apply for additional users.	$ 1,056.00	$ 870.14	OnBase	YR
WLIPCE_SAAS	Enterprise Workflow Concurrent Client SL	TBD	TBD	OnBase	YR
WLIPCE_SUBS	Enterprise Workflow Concurrent Client SL	TBD	TBD	OnBase	YR
WLIPCPE_SUBS	Workflow Concurrent Client SL PE	$ 1,056.00	$ 870.14	OnBase	YR
WLIPN_SUBS	Workflow Named User Client SL. Pricing based on number of users. Pricing here is for first 20 users. Volume discounts apply for additional users.	$ 672.00	$ 553.73	OnBase	YR
WLIPNPE_SUBS	Workflow Named User Client SL PE	$ 672.00	$ 553.73	OnBase	YR
WLIPW_SUBS	Workflow Workstation Client SL. Pricing based on number of users. Pricing here is for first 20 users. Volume discounts apply for additional users.	$ 672.00	$ 553.73	OnBase	YR
WLIPWPE_SUBS	Workflow Workstation Client SL PE	$ 672.00	$ 553.73	OnBase	YR
WPTIPI1_SUBS	Web Portal Bundle	$ 12,000.00	$ 9,888.00	OnBase	YR
WSIPN1_SUBS	Web Scanning Named User	$ 240.00	$ 197.76	OnBase	YR
WSPIPI1_SAAS	Web Services Publishing - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 4,947.60	$ 4,076.82	OnBase	YR
WSPIPI1_SUBS	Web Services Publishing	$ 2,400.00	$ 1,977.60	OnBase	YR
WSPIPI1-C	Web Services Publishing Executed Web Service Call	$ 0.10	$ 0.08	OnBase	EA
WSPIPIE_SAAS	Enterprise Web Services Publishing	TBD	TBD	OnBase	YR
WSPIPIE_SUBS	Enterprise Web Services Publishing	TBD	TBD	OnBase	YR

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WTIPI1_SAAS	Conversion From Microsoft Office To Image Framework - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 2,968.56	$ 2,446.09	OnBase	YR
WTIPI1_SUBS	Conversion From Microsoft Office To Image Framework	$ 1,440.00	$ 1,186.56	OnBase	YR
WTIPI1-AS_SAAS	Conversion From Microsoft Office To Image Framework (Aspose) - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 2,968.56	$ 2,446.09	OnBase	YR
WTIPI1-AS_SUBS	Conversion From Microsoft Office To Image Framework (Aspose)	$ 1,440.00	$ 1,186.56	OnBase	YR
WTIPW1_SAAS	Web Server - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 9,895.20	$ 8,153.64	OnBase	YR
WTIPW1_SUBS	Web Server	$ 4,800.00	$ 3,955.20	OnBase	YR
WTIPW2_SUBS	Home Banking/Digital Banking Integration	$ 2,400.00	$ 1,977.60	OnBase	YR
WTIPW2E_SUBS	Home Banking/Digital Banking Integration (Institutional)	TBD	TBD	OnBase	YR
WTIPWE_SUBS	Enterprise Web Server	TBD	TBD	OnBase	YR
WVOIPI1_SUBS	WorkView Integration for Microsoft Outlook	$ 4,800.00	$ 3,955.20	OnBase	YR
WWIPC_SAAS	Workflow/WorkView Concurrent Client SL - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 2,869.61	$ 2,364.56	OnBase	YR
WWIPC_SUBS	Workflow/WorkView Concurrent Client SL. Pricing based on number of users. Pricing here is for the first 20 users. Volume discounts apply for additional users.	$ 1,392.00	$ 1,147.01	OnBase	YR
WWIPCE_SUBS	Enterprise Workflow/WorkView Concurrent Client SL	TBD	TBD	OnBase	YR
WWIPCPE_SUBS	Workflow/WorkView Concurrent Client SL PE	$ 1,392.00	$ 1,147.01	OnBase	YR
WWIPN_SAAS	Workflow/WorkView Named User Client SL - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 1,781.14	$ 1,467.66	OnBase	YR
WWIPN_SUBS	Workflow/WorkView Named User Client SL. Pricing based on number of users. Pricing here is for the first 20 users. Volume discounts apply for additional users.	$ 864.00	$ 711.94	OnBase	YR
WWIPN1-IT_SUBS	Workflow/WorkView IT Ticketing Named User Client SL	$ 864.00	$ 711.94	OnBase	YR
WWIPNPE_SUBS	Workflow/WorkView Named User Client SL PE	$ 864.00	$ 711.94	OnBase	YR
WWIPW_SUBS	Workflow/WorkView Workstation Client SL	$ 864.00	$ 711.94	OnBase	YR
WWIPWPE_SUBS	Workflow/WorkView Workstation Client SL PE	$ 864.00	$ 711.94	OnBase	YR
XMIPW1_SAAS	XML Tag Import Processor - Price here reflects Double Platinum hosting class. Discounts may allow for Platinum or Gold hosting classes.	$ 6,926.64	$ 5,707.55	OnBase	YR
XMIPW1_SUBS	XML Tag Import Processor	$ 3,360.00	$ 2,768.64	OnBase	YR
YOUIPI1_SUBS	Integration for YouTube for Meeting Video	$ 9,600.00	$ 7,910.40	OnBase	YR