Hyland Care AP for New D4D Customer Schedule

- Hyland will provide to Customer Hyland Care AP (as defined below) during an "Initial Term" as defined in the "Term and Termination" section below. "Hyland Care AP" shall mean: (A) Professional Services to the implement one (1) IAConnect accounts payable Software solution in accordance with **Appendix 2** or ReqConnect accounts Payable Software Solution in accordance with **Appendix 3** or VPConnect accounts payable Software Solution in accordance with **Appendix 4**: and (B) the Professional Services described in the "Services Description" section and **Appendix 1** below;
- Hyland Care AP supports one (1) production and one (1) non-production environment. Hyland's involvement may range owning specific tasks to consultation only;
- All services will be performed remotely; provided, that if discovery services are purchased as an Add-On Managed service (see **Appendix 7** for description), such services will be performed at Customer's site for up to three (3) days, with the remainder of the work being performed remotely;
- Services will be provided in English only;
- Services will be provided during Standard Business Hours defined as 8:00 a.m. to 6:00 p.m. Customer's local time zone Monday through Friday, in Customer's designated primary location; and
- Resources assigned to perform the Services may be employees or agents (including third party contractors) of Hyland Software, Inc. or its' subsidiaries located in other countries. Such resources may have access to Customer's data and Customer hereby consents to such access and, to the extent applicable, waives any restrictions in the Underlying Agreement (as defined in the Order Form, if applicable) prohibiting the use of such resources or access to Customer's data as needed to perform the Services.

Add-On Managed Services are described in **Appendix 7**. Customer may purchase Add-On Managed Services by designating on the Order Form those Add-On services it requires.

Service Description

"Hyland Care AP" includes the Professional Services described in the table below. Descriptions of such services are provided in **the Appendices** below.

Services	**Hyland Care AP**
Accounts Payable Solution Implementation (**Appendix 2**)	Included
ReqConnect Solution Implementation (Appendix 3)	Included
VPConnect Solution (Appendix 4)	Included
Service Desk	Designated
Service Delivery Manager	Designated
Monthly Activity Report	Included
Administration	Included

Configuration Management Database	Included
Solution Design Documentation	Included
Quarterly Sponsor Review	Included
Long-Term Release Management	Included
Incident	Review Response Resolution
Change	Review Response Resolution
Release	Review Response Resolution
Problem	Review Response Resolution

Assumptions

Hyland Care AP is based upon the below limitations and assumptions being true. If for any reason these assumptions are not true, this could result in a scope change and may have an impact on Hyland's ability to provide Hyland Care AP, as well as the proposed cost and timeline to deliver such services:

1. Hyland will coordinate normally scheduled vacation and holiday absences with Customer in advance of those absences. Hyland will notify Customer when a given resource is unavailable due to sickness;
2. Customer is aware that Hyland Care AP is intended to assist with specific requests for assistance, and shall not be used to support in-depth or ongoing project activities, unless planned for in advance and mutually agreed in writing or as specified in Appendix 2 or 3 or 4. Requests for Professional Services that do not constitute APaaS shall be provided under a separate mutually agreed upon and executed services proposal or a change order executed by the parties pursuant to the Project Change Control Process described below; and
3. Customer understands Hyland Care AP is intended to supplement Customer's needs beyond standard technical support.

Exclusions

The following items are not covered under Hyland Care AP:

1. Consultation, expertise and/or support of third party software or hardware;
2. Services to support Customer end users (including, but not limited to, manual password resets, taking support calls from users, end user training), unless otherwise agreed to by Hyland in writing.
3. Replacement for general Technical Support or Cloud Product Engineering Support;

4. Custom scripted elements and custom development, unless Customer has purchased Custom Scripting Requests as an Add-On Managed Service;
5. Direct database modifications; and
6. Full project management and delivery utilizing Hyland's formal project methodology in any form , other than as specified in Appendix 2 or 3 or 4.
7. Requests for excluded items or Professional Services that do not constitute Hyland Care AP may be provided under a separate mutually agreed upon and executed services proposal or a change order executed by the parties pursuant to the Change Control Process.

Initiating Service Requests and Change Requests

1. Customers shall communicate Service Requests and/or Change Requests to the Service Desk by opening an "Issue" via the Hyland Community Customer Project Portal;
2. Unless explicitly identified, all Service Requests and Change Requests must be reported directly to the Service Desk and cannot be communicated through any indirect means. (see appendices);
3. Customer personnel who contact the Service Desk must be authorized by the Service Delivery Manager and qualified to interact on a technical basis at a level required to support the existing Hyland solution. The Service Desk will not respond to requests from non-authorized personnel.
4. Hyland will determine whether the request submitted constitutes a Service Request or a Change Request. If the request is determined to be a Change Request, then Hyland will provide the services described below under "Change Requests."
5. Resolution for Service Requests and Change Requests are as follows:
    A. Service Request resolution activity will be performed by Hyland and Customer at a mutually agreed upon time upon Review and Response of the Service Request;
    B. Any Change Request for off-hours maintenance windows, extended involvement such as blocks of time of eight (8) hours or more, or other activities requested to be performed by Hyland, are subject to Hyland review and must be requested and scheduled 72 hours in advance.
6. Customer must respond to the Hyland Service Desk in a timely manner for the purposes of resolving an open issue. If Customer fails to respond after two (2) attempts by Hyland to contact and coordinate with Customer, within a seventy-two (72) hour period, Hyland will close the case.

Change Requests

1. Hyland will evaluate all Change Requests to determine the work effort associated with the request. Based upon the anticipated work involved, Customer may elect to have Hyland perform services to affect the Change, or consultation services only. Customer's ability to receive consultation services related to a Change Request shall not be restricted; however, Customer will be limited to twenty (20) elective service engagements in response to Change Requests per twelve (12) month period, to be managed in the following manner:
    A. Customer will receive an "account balance" of thirty (30) elective service engagements. All Change Requests for which active services are requested will be charged a minimum of one (1) active service engagement;
        i. Elective service engagements will be deducted from Customer's balance when the Response is provided by Hyland;
        ii. Hyland reserves the right to charge multiple elective service engagements from the account balance for requests which encompass multiple component changes (and will advise Customer

of the number of elective service engagements to be charged, if applicable);

iii. Provided Customer's elective service engagement balance is sufficient (or Customer purchases additional Change Requests, if required), and subject to (iv) below, Hyland will perform the work required to address the Change Request. If Customer's elective service engagement balance is insufficient, Hyland will perform only consultation services relating to the Change Request (subject to Customer's election to purchase additional Change Requests);

iv. Notwithstanding the foregoing, Hyland reserves the right to require a separate Professional Services engagement for requested changes which are determined to require work which is not typically addressed by the Hyland Care AP delivery team (such as Software conversions or implementations);

B. Unused elective service engagements will not be rolled over into any subsequent period or renewal term

C. In a single month, Customer may request active services relating to Change Requests that total no more than twenty-five (25) percent of the total annual elective service engagement allotment;

D. Elective service engagements are scheduled services subject to mutually agreed upon timelines;

E. Hyland will prioritize all elective service engagements received from the Customer and will determine the order of changes to be scheduled and completed;

F. Hyland will provide a monthly report of elective service engagement information that will include the following information:

i. Opening balance

ii. Credits

iii. Debits

iv. Remaining balance

2. Hyland will make reasonable efforts to respond to emergency Change Requests as priority requests, utilizing available resources on an as-needed basis, which may be different from normally designated resources;
3. Customer is responsible to provide sufficient business requirements and/or use cases in order for Hyland to perform Change Requests. Hyland reserves the right to close Change Requests if insufficient details are provided by the Customer or Customer is non-responsive to requests from Hyland for additional information or participation; and
4. Hyland will train qualified, designated representatives from the Customer on newly deployed functionality. However, it is the responsibility for the Customer to train all end-users.

Customer Obligations

To facilitate Hyland's delivery of Hyland Care AP, Customer agrees to the following obligations. The parties acknowledge and agree that failure to meet the responsibilities noted will affect project duration, cost and/or quality in the execution and completion of Hyland Care AP.

Customer Personnel

1. Customer will assign a sponsor/manager, who is the final escalation point for all issues and decisions:

A. The sponsor/manager will ensure that the appropriate Customer personnel are assigned and made available, when necessary;

   B. The sponsor/manager will manage all customer obligations as defined within this Services Proposal; and
   C. The sponsor/manager will coordinate all key departmental decision makers, technical experts, subject matter experts, end user representatives and third party software application resources.
2. Customer resource(s) requesting assistance must have a working knowledge of Software as well as the overall solution and environment; typically, the resource requesting assistance will be the designated Software administrator/owner;
3. Customer will engage the appropriate business process owners and subject matter experts, who are thoroughly knowledgeable about the current business practices in their respective areas and who are capable of performing their assigned project roles;
4. Customer will provide vendor resources, interface specialists, technical experts, and/or subject matter experts deemed necessary for third party system(s) with which Software will integrate or from which content will be migrated;
5. Customer will notify Hyland of Customer personnel changes to the extent personnel changes impact the performance of Hyland's obligations under this Services Proposal; and
6. Customer personnel contacting the Service Desk must be authorized to do so by the Service Delivery Manager, and qualified to interact on a technical basis at a level required to support the Software solution.

Software and Network Environment

Hyland will review with Customer the requirements for establishing connectivity and access to the Hyland Software solution.

1. Customer will provide access and privileges to Hyland resources enabling full administration of the software and solution, including installation of software, configuration modifications, and modification of server and OS settings;
2. Customer is responsible for taking the appropriate actions to enable connectivity and access to the Customer's environment, whether on-premises or hosted, for Hyland in a timely manner in advance of the start of the Initial Term.
   A. For on-premises Customers, this includes.
      i. Local and remote VPN access must be provided to applicable Hyland resources through the use of dedicated user account(s) with appropriate privileges to the Software and/or relevant third party applications; and
      ii. Access must be provided prior to Hyland's arrival at Customer facilities and/or project discovery sessions.
3. Customer is responsible for providing proper credentials for Hyland to access the Software solution;
4. Customer will ensure the necessary remote access for Hyland resources;
5. Customer will manage third party application setup (i.e. installation, configuration), testing, training, and go- live support related to integration(s) with Software;
6. Customer will package and deploy all Software clients, unless otherwise mutually agreed to; and
7. Customer will deploy all supporting Software client hardware (e.g. scanner, signature device) and related third party software (e.g. drivers, licenses) required for the Software solution.

Non-Solicitation; Non-Hire

During the term of this Schedule and for one (1) year after the expiration or termination of this Schedule, neither Customer nor Hyland 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 year (1) 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 Schedule; 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 percent 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 Section (a). The parties agree that this provision survives the termination of this Schedule.

Change Control Process

Requested changes to this Schedule will be managed using the Change Control Process outlined below.

If any party believes that a change to this Schedule is warranted, the party shall issue a Change Request in writing. The Hyland and Customer project teams will review the Change Request, determine the impact, and attempt to agree to the change(s). Once the change(s) are agreed upon, Hyland will provide a formal Change Order to Customer outlining the change in Professional Services, the impact on hours, resources, timeline and/or cost.

Customer and Hyland will fully execute each mutually agreed upon Change Order prior to the requested changes taking effect. Customer and Hyland acknowledge that this may affect Professional Services, timelines and deliverables, and therefore will make reasonable efforts to execute any changes to this Schedule with enough lead-time to minimize the influence on the project. No Change Order is binding upon the parties until it is executed by both parties.

Term and Termination

The Initial Term of this Hyland Care AP Schedule is defined in the Order Form. Hyland will provide to Customer Managed Services during the Initial Term, provided that if an Initial Term is not defined in the Order Form, it shall mean the twelve (12) month period commencing on the Effective Date of the Order Form (as such term is defined in the Order Form).

Unless otherwise specified herein, after the Initial Term, this Hyland Care AP Schedule will renew automatically, at the then current service level, for periods equal to the Initial Term (each, a "Renewal Term"), unless either party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then-current Initial Term or Renewal Term, as applicable.

Unless otherwise agreed to in an Order Form, Hyland will invoice Customer on or after the Effective Date of the applicable Order Form for the Initial Term; provided, that, if the Initial Term is longer than one (1) year, Hyland shall invoice Customer for the first year of such Initial Term on or after the Effective Date and shall invoice Customer for each subsequent year of the Initial Term at least forty-five (45) days prior to the beginning of such year.

At least forty-five (45) days prior to the expiration of the Initial Term (or applicable Renewal Term), Hyland will provide an invoice setting forth the fees applicable to the Renewal Term. Such invoice shall be due and payable on or before the first day of the Renewal Term. Hyland may not increase the fees for any Renewal Term by more than ten (10) percent of the fees payable with respect to the then expiring term.

Notwithstanding anything to the contrary in the Underlying Agreement (as defined in the Order Form, if applicable), the Professional Services Terms and Conditions (including Schedule 1, if applicable) or otherwise, Customer may not terminate Hyland Care AP for convenience. All prepaid fees are non-refundable.

Appendix 1 – Hyland Care AP Definitions

Services	Description
Service Desk	Responsible for coordinating the management of Service Requests and Change Requests created by the Customer. Such resources that Hyland, in its discretion, provides to Customer may be designated but not dedicated solely to the Customer and may change based on general resource availability. Customer will initiate any such Service Requests and Change Requests to Hyland via Hyland Community.
Service Delivery Manager	Primary Hyland resource responsible for overseeing the successful delivery of Hyland Care AP. Primary responsibilities include: 1. Oversees coordination and management of day-to-day operational aspects of client's environments; 2. Leading the service delivery, managing conflict, and ensuring the team's processes and tasks are carried out efficiently; 3. Escalate Service Requests and/or Change Requests as needed; and 4. Prepare and facilitate Monthly Activity Report(s) and Quarterly Sponsor Review(s), as applicable.
Monthly Activity Report	Means reporting services, which Hyland will provide, including: 1. Summary of work and tasks completed, upcoming work, known issues or risks; 2. Summary of outstanding Service Requests and/or Change Requests; and 3. Other reporting details as mutually agreed upon, to provide clear communication paths and to summarize monthly activity.
Administration	Means services provided under the direction and supervision of the Customer, which may include: 1. Performing recurring activities to ensure stability and availability of Software and solutions; 2. Responding to business needs to create, modify or delete user accounts for existing security groups within the Software; 3. Help maintain non-production environments for testing, training, and/or issue resolution; 4. Respond to questions concerning product capabilities; 5. Maintain a more detailed understanding of the Customer's environment solutions deployed within Software; 6. Analyzing solution performance trends; and 7. Executing solution optimization tasks.
Configuration Management Database Document	Document describing database used by Hyland to store information about hardware and software assets to ensure consistency in configuration management and shared knowledge of Customer's Software solution.

Solution Design Documentation	Documentation used in maintaining information pertaining to the design of the Customer's Software solution. Hyland is responsible for maintaining updated Solution Design Documentation based on changes made to Customer's solution.
Quarterly Sponsor Review	Every ninety (90) days Hyland will conduct a review with sponsors from each organization to maintain alignment around key metrics and assess customer experience. This ongoing and collaborative review is intended to allow concerns and feedback to be heard early and often, allowing time for any necessary corrective actions.
Long-Term Release (LTR) Management	A designation given to certain Enhancement Packs (EP), generally once per year, to identify the builds Hyland will support for the longest duration according to Hyland's Technical Support policies. EPs generally include enhancements, fixes and security updates provided to Customers multiple times per year. Customer has access to use Hyland Care AP for one (1) LTR Release annually for the number of products defined in the Order Form, using Hyland's recommended approach through Hyland Care AP.
Strategic Workshop	Provides one (1) annual engagement designed to help Customer discover the top priorities and deliver a 12-month action plan to achieve quick wins that may drive changes to the Software solution.
Expansion Management	Provides Customer the ability to expand the existing Software solution beyond the scope of the existing business process, delivered by a Hyland resource(s). This includes the ability to implement one (1) expansion workstream. Such services shall consist of technical work only, using existing Software based configuration, and shall exclude any custom development or scripting. These services shall be governed by Customer's project management.
Incident	Is defined as an unplanned interruption to Software or solution or reduction in the quality of the Software. For the purposes of Hyland Care AP, Incidents are defined as System Outages or a Service Request which: 1. Affects a business line and causes serious interruption to business activities and must be resolved with urgency; and 2. Customer and Hyland determine is critical.
Problem	Is defined as a cause, or potential cause, of one or more Issues. Hyland will perform a quarterly review of historical Issues to support the identification of underlying causes of issues through in-depth investigation. This focuses on root cause analysis and review of recurring Issues to improve outcomes and performance.
Change	Changes are any addition (installation), modification or removal of anything that has an effect on existing Software or solutions. Changes are: 1. often the result of business requirements or changes in the Customer Software solution at the request of the Customer; 2. not the result of Incidents and Problems; 3. scheduled services that the Customer must request and schedule 72 hours in advance; and 4. subject to review by Hyland if work effort for Change Resolution is greater than eight (8) hours. For any requested Changes, Customer is responsible to submit a Change Request via Hyland Community as an Issue.

Release	Management of incremental software, documentation, processes or other component upgrades required to move from one software component version to another. As part of any Release update process, the Service Desk will review the impact and urgency to the Customer against the existing Software solution. Component Software updates that are Customer requests for the purpose of obtaining additional features or functions are considered discretionary and are handled as a Change. Component software updates to remediate Service Requests are handled as part of Incident Resolution.
Review	An evaluation of an Incident, Problem, Change or Release created by Customer and sent to Hyland for review and comment. The purpose of a Review is to evaluate a component and propose a Response for potential resolution or closure.
Response	Hyland actively engages in identifying root cause and makes recommendation(s) for how to correct.
Resolution	Hyland receives/produces a response resolution plan and acts to implement a Response. A Resolution is complete when functionality is materially restored, or a recommendation is made to the Customer to remediate a Service Request or Change Request. If a configuration change is required to resolve an issue or implement a Change, the Service Desk will follow the change management practices established with the Customer.
System Outage	The primary business function is stopped with no redundancy or backup. Deemed as an error that causes total or substantial Software failure, which means the Software is down and Customer is unable to access the Software in any way within its production environment. If a System Outage is caused by Changes requested by Customer to the production environment, Hyland may reverse or "undo" such Changes in order to revert to the previous functionality. Customer is responsible for reporting a System Outage by submitting a Technical Support Case via Hyland Community or contacting Technical Support: https://community.hyland.com/login?returnUrl=/customer-portal/wiki/hyland-support/technical-support-phone-numbers
Service Request	Request by Customer relating to routine day-to-day tasks or Incidents which are not defined as System Outages. There are no limitations on the number of Service Requests submitted during the term. Service Desk will attempt to begin Review of Service Requests within one (1) hour of reported impact during Standard Business Hours. If reported during off-hours, the Service Desk will begin actively working within one (1) hour of the next business day. Hyland and the Customer will commit the necessary resources to resolve the situation within Standard Business Hours.
Change Request	Request by Customer for any addition (installation), modification or removal of anything that has an effect on existing Software or solutions. Changes are categorized based on type of Change Requests. Service Desk will attempt to begin Review of the submitted Customer Change Request within one (1) business day, during Standard Business Hours. If reported during off-hours, the Service Desk will begin actively working the next business day.

Appendix 2 – Accounts Payable (AP) Solution Implementation (IAConnect)

Hyland will provide Professional Services to Customer to implement the IAConnect with OnBase and Brainware for Invoices solution in accordance with the Requirements Document attached as **Appendix 5**.

Brainware for Invoices

The solution will be designed to perform OCR data capture for standard PO and Non-PO invoices as well as Credit Memos. The following are not to be considered standard invoices:

1. Invoice Statements (forms with multiple Invoice Numbers/Invoice Amounts);
2. Invoices with multiple PO Numbers;
3. Expense Reports;
4. Invoices with data that is hand-printed;
5. Invoices from countries other than the United States of America;
6. Non-English language invoices;
7. Invoices with data in non-US formatted address blocks, phone number, dates, and currency;
8. Any form that is not a machine-printed invoice falling into the categories of "Purchase Order Invoices" or "Non-Purchase Order Invoices";
9. Reports;
10. Intercompany Invoices;
11. Receipts; and
12. Check Requests.

The solution will be configured to extract summary level data on both PO and Non-PO based invoices. The following standard header invoice fields will be extracted:

1. Invoice Number, Invoice Date, Remit To, Subtotal Amount, Tax Amount, Total Amount, PO Number, Currency, Discount Amount (header level extraction only), Freight, and Misc. Amount.

The solution will derive the following additional values from extracted fields listed above:

1. Company Code, Vendor ID, Vendor Remit Location Code, PO Type, and PO Line Number.

Utility invoices will be treated as a non-PO invoice. Data will be extracted at the header level only. Automated coding of utility invoices is not included in scope.

Line detail will only be extracted on PO invoices, and will be validated against Costpoint purchase order data. PO lines will be paired using the values of unit cost, quantity and item identifier or item description. The following standard line level fields will be extracted:

1. Description, Quantity, Unit Price, Line Total, Product Code and Unit of Measure.

Software will present the extracted invoice data to a verification operator for validation. End-users are anticipated to review a majority of all invoices after the OCR process. In the event Software is unable to confidently identify or extract information, end-users will be required to manually index documents to complete the validation process.

Data extraction exceptions will be reviewed in Brainware. Where applicable, the invoice exceptions listed below will be flagged and passed to OnBase for manual review and resolution. All exceptions required beyond the following list will result in a change order:

1. Vendor not found, missing/invalid PO, missing/invalid vendor & PO, PO vendor does not equal invoice vendor, invoice amounts do not add up, non VAT compliant, stock invoice, zero value invoice, and vendor address invalid.

Once invoices are processed within Brainware the metadata is passed back to OnBase for the processing within the IAConnect Module.

IAConnect

Description of Product

The Invoice Automation Solution enables organizations to efficiently process invoices by automating approval routing and minimizing data entry from the time they enter the organization through voucher creation. The solution is tightly integrated with Costpoint to facilitate processing of PO and Non-PO Invoices.

The Software's IAConnect module is an invoice approval system built specifically for the automation of vendor invoice processing within Costpoint. The solution includes the import of invoice documents, facilitated GL coding, multi-level approvals using Workflow Approval Management ("WAM"), 2/3 way matching and automated upload into Costpoint for voucher creation.

The solution will provide the ability to capture invoice documents via scanning and/or Mailbox Importer. Upon capture into Software, invoices will be made available to AP Specialists to index the document with vendor information, as well as the appropriate purchase order number in the case of PO invoices. Indexing is tightly integrated with Costpoint as dynamic lookups exist for fields such as vendor name, vendor ID, and project number. In addition, invoice number, invoice amount, and invoice date are treated as required fields to facilitate proper routing for approvals.

Linking the appropriate PO to the invoice will provide terms and other relevant data. This information is used by Software for approval routing, facilitating two and three-way matching, and providing AP Specialists with a view of all open line items on the PO including quantity and dollars remaining. AP Specialists will indicate which line items of the PO are being invoiced. Any mismatched items and/or dollars are routed for research and resolution.

GL coding is automatically filled with Costpoint data for PO based invoices. For non-PO based invoices, AP Specialists or approvers may perform GL coding. Users may edit the GL coding if needed. In addition to standard processing, AP Specialists may route invoices to ancillary system queues such as Vendor Maintenance, Tax Specialist, Buyer, and Freight Specialist.

Once the initial review of the invoice has been completed, the invoice is routed based on business rules, as defined by Customer, to the initial approver. An approver will receive an email notification that an invoice requires their approval. The approver can approve or reject the invoice with the ability to add notes describing the issues. Furthermore, delegating authority for an approval is possible for users who will be on vacation or out for an extended period of time. If the invoice is approved, Software will evaluate the configured rules and route the invoice to the next approval level (e.g. other Manager, Director, etc.). This cycle continues until all approvals have been obtained. Once the final approval is obtained, the invoice will be routed back to the AP Specialist for final review and automated entry into Costpoint.

Assumptions

This project is based upon the below assumptions being true. If for some reason these assumptions prove to be false, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver:

1. Individual documents are anticipated to be scanned at the same aspect ratio and dimensions, and at a quality of 300 dpi;
2. Documents processed through OCR must be clean and free of extraneous patterns, images, or any other formatting that would interfere with reading data;
3. Extraction of data from handwritten invoices or documents is out of scope and will require manual keying in Verifier;
4. Accuracy of the OCR within Software is based on document quality, information on said document(s), and vendor accounting system information provided to Software. The amount of manual intervention or validation is unknown until testing commences, however, Hyland will work with Customer to identify and work towards the highest percentage available based on timelines and budget;
5. Customer is responsible for configuring the Verifier Client on any terminal server;
6. Assumptions regarding Customer provided Vendor Master and PO data include but aren't limited to:

A. Data will be validated against one (1) single external data source;

B. Customer data must be up to date and can be accurately matched to vendor and PO data present on an invoice;

C. If during testing, Vendor Master and PO data is determined to be out of alignment with standard accounting procedures, this could result in a scope change and/or extension to the project timeline:

    i. Examples include duplicate vendors, incomplete vendor and PO records, not closing PO's, etc.

D. Customer data must be provided either by database views or CSV files; and

E. PO data will only include open data.

7. Brainware users will be created or modified via either a LDAP import or manual entry by an Administrator;
8. Documents will be processed in Brainware as one (1) document per batch;
9. Software will treat credit memos and debit memos as non-PO invoice documents;
10. Customer is an existing user of Costpoint;
11. Buyers and Requestors Logins (Active Directory IDs) should be stored in the Costpoint CPAdmin Table;
12. Hyland is not to be considered the Costpoint expert;
13. Customer will provide the Costpoint expertise both form a business process as well as an Information Systems prospective;
14. Credit Memos are treated as a non-PO document;
15. PO Invoices only have one (1) PO Number per invoice;
16. Customer is responsible for providing test data, writing test case, and executing those test cases during User Testing ("UT");
17. Hyland will utilize Customer's test data during the solution configuration process;
18. Solution will import document in their native file format and will not convert them to another files format once imported into Software (i.e. Email to PDF, Word to TIFF, etc.);
19. Customer is responsible for any necessary file format conversion prior to importing a document into the Software;
20. Customer has a defined and documented approval process which will be provide to Hyland following the initial kickoff meeting;
21. Customer has an existing production and non-production environment hosting Costpoint;
22. Software solution will not require custom scripting or use of Software APIs;
23. WAM will leverage Costpoint data to facilitate approvals;
24. Customer is responsible for providing SQL queries for retrieving Costpoint data;
25. Software solution may be configured to handle only one (1) level of escalation;
26. Costpoint user IDs are assumed to be the same as Customer's Network IDs;
27. Approval user IDs are assumed to be the same as Customer's Network IDs;
28. Hyland will configure the solution to work with one (1) company in one (1) instance of Costpoint;
29. Any deviations from the IAConnect Base Solution Requirements Document shown in Appendix 3 may result in a Change

Order;

30. Workstation deployment consulting, testing and training will be provided on up to five (5) workstations. Customer is ultimately responsible for the installation of Software on end user workstations;
31. Hyland is not responsible for the installation or configuration of third party software; and
32. Hyland is not responsible for the deployment/installation of Software on end user workstations except what is provided within the scope of this document. Hyland will work with Customer's system administrator to identify requirements, test installation processes, and provide general consulting on the topic; however, it is ultimately Customer's responsibility to deploy remaining Software to end user workstations.

Accounts Payable Deployment Methodology

Requirements Analysis

Included in the project cost is dedicated time for Software solution requirements analysis, documentation, and review. Requirements analysis activities include:

1. Requirements Capture: Hyland will collaborate with Customer's project team to discover and define the detailed requirements of the Software solution. Discussions focus on the requirements to meet Customer's business objectives, including any integration(s) that may be in scope for the project:
   A. Customer project team may consist of subject matter experts from the business areas and technical experts from IT, interfaces and applications: and
   B. Agenda will reflect a single collaborative session per project area. For example, where the same department is repeated across multiple entities, representatives of each entity should attend requirements gathering sessions.
2. Requirements Review: Hyland reviews the Requirement Document with Customer's project team to validate the Software solution requirements. Mutually agreed upon modifications may be made to the document;
3. Changes to the Software solution and requirements that are not in scope as defined in this Services Proposal will be handled via the change control process; and
4. Project Schedule: Hyland may update the Preliminary Project Schedule to reflect a more detailed schedule based upon the Requirements Document.

Solution Build

Included in the project cost is dedicated time to build the Software solution. Solution build activities include:

1. Hyland will deploy the base IAConnect solution;
2. Hyland will provide a walkthrough and a review of prewritten requirements during the Discovery phase; and
3. If there are business requirements outside of the " IAConnect Base Solution Requirements Document", found in Appendix 3, a change order is required.

In addition to the components included in the IAConnect Base Solution Requirements Document, the customer may select add-on components as shown below using Customer's annual Change Request allowance. Any add-on components added must be determined during the discovery process.

Examples of Common Add-On Components include the following:

Change	Add On Item	Description

Requests Required		
2	Creation of up to two (2) additional document types for scanning and retrieving only	User needs the ability to reference additional document types. System needs the ability to tie additional document types to invoices
4	Payment Update Process	The system needs the ability to sync additional payment information. Customer will provide a flat file with appropriate information.
4	Additional Queue Creation	The system needs the ability to route to an additional queue. For a listing of standard queues, please reference requirements.
4	Automated Assignment	The system needs the ability to assign AP Processor or Buyer (Each Instance would be considered an automated assignment). Customer will provide a flat file with appropriate information.
4	EDI 810 Import	System needs to import raw EDI 810 data feed to create an image for archival purposes only. This requires an EDI license
6	Keyword Based Security	User security based off of keywords, such as; Company ID, Department, etc.
8	Automated GL Coding for Utility Vendor	System needs the ability to Auto Code Invoices based upon specific criteria. Customer will provide a flat file with appropriate information. One set of GL coding per Vendor ID.
10	Check Request Form	User needs ability to fill out a Check Request Form, send to AP for Review, route for approvals as needed, and be sent for posting to Costpoint.

1. Solution Installation and Configuration: Hyland will install and configure the Software solution to fulfill the documented requirements in the Requirements Document. Implementation accounts for up to two (2) environments: one (1) Production (PROD) and one (1) Non-Production User Test ("UT") Lite environment, and
2. Impacts to the scope as set forth in the IAConnect Base Solution Requirements Document require a Change Order under the Change Control Process.

Testing

Included in the project scope is dedicated time for testing. Unless otherwise noted by the project teams during project planning, the following process is used for the testing of this solution.

Training

Included in the project scope is dedicated time for training. Unless otherwise noted by the project teams during project planning, the following process is used for the training of this solution.

1. Customer will develop test cases in advance of the testing period of the project;
2. To prepare Customer's testing team for executing the test cases, Hyland will provide one (1) two-day training session to familiarize Customer's power users and administrators with the Software interface, navigation, and configured functionality of the solution; and
3. Training session is intended for up to seven (7) participants.

User Testing ("UT")

Included in the project scope is remote support for one (1) UT event. Following the training described above, Customer will schedule resources required to test all defined test cases over a three (3) week period. During each week of this three week testing period, remote support will be provided by two (2) Hyland resources for up to a maximum of twenty-four (24) hours per resource.

Customer performs testing and provides Hyland with a notification of any issues based on the test cases developed by Customer in accordance to the requirements defined in the IAConnect Base Solution Requirements Document . Hyland tracks the issues during Customer's UT process using Hyland's issue tracking system. Hyland verifies that recorded issues comply with scope defined in the IAConnect Base Solution Requirements Document.

Customer's administrator will act as first line of support during UT in order to triage issues and work directly with Hyland's team on issue resolution. If required, Hyland may quote dedicated UT support for an additional cost.

UT is performed and driven by Customer and UT activities should be defined and documented by Customer prior to the start of solution implementation. Multiple, phased UT events will require additional services and are not included within the scope of this solution.

Any additional time or reallocation of time requested for testing or training shall be handled following Hyland's project change control process.

Go-Live Support

Included in the project scope is dedicated time for go-live activities. Go-live activities include:

1. The solution will be migrated to the production environment;
2. Develop a deployment method for Customer to distribute Software to appropriate end users; and
3. Assist End User's help desk with resolution of Software questions.

Hyland will provide two (2) resources for up to forty (40) hours per resource of remote support for the first week of go-live, plus a maximum of eight (8) hours per resource of remote support during the second week of go-live. Customer's administrator will act as first line of support post go-live in order to triage issues and work directly with Hyland's team on issue resolution. If required, Hyland may quote dedicated go-live support for an additional cost. A single go-live will be supported. Multiple, phased go-lives imply additional services and are not included within the scope of this solution.

Appendix 3 – Requisition Connect (REQConnect) Solution Implementation

Hyland will provide Professional Services to Customer to implement the REQConnect with OnBase solution in accordance with the below scope.

REQConnect Solution

The Purchase Requisition Solution enables organizations to efficiently process Requisitions by automating the submission, approval routing, and facilitating data entry.

REQConnect utilizes a purchase requisition form which is integrated with Customer's Costpoint database. Through use of the solution, a Requester or proxy completes and submits a Requisition (electronic form). If a proxy creates the Requisition, the Requester is required to review it before being submitted for Approval. If a Requester creates a Requisition and they are unable to finish, it can be submitted as a draft. Lastly, when a Requester has completed their Requisition, it is submitted for Approval.

Once the initial review of the requisition has been completed, the requisition is routed based on business rules, as defined by Customer, to the initial approver. An approver will receive an email notification that a requisition requires their approval. The approver can approve or reject the requisition with the ability to add notes describing the issues. Furthermore, delegating authority for an approval is possible for users who will be on vacation or out for an extended period of time. If the requisition is approved, Software will evaluate the configured rules and route the requisition to the next approval level (e.g. other Manager, Director, etc.). This cycle continues until all approvals have been obtained. Once the final approval is obtained, the requisition will be routed back to the Buyer for final review and automated entry into Costpoint.

Throughout the entire purchase requisition process, an audit trail is maintained, capturing routing steps, user actions, and status changes. Notifications with embedded links may also be configured for requestors, buyers, and/or approvers based on status changes during the purchase requisition process. Escalations may also be configured to trigger a notification based upon pre-defined time constraints.

Though use of the solution, a Buyer can process, update, and return the Requisition to the original Requester. Once the Buyer's review is complete, they submit the Requisition for Fulfillment, which causes Software to create the necessary output for the Costpoint Requisition creation.

REQConnect Deployment Methodology

Base Installation

Hyland will install the base solution as described above in Customer's non-production environment in order to prepare for Customer to perform Product Validation.

Product Validation

Customer's key users and technical experts will perform Product Validation with Hyland to walkthrough the base installed product. During the course of Product Validation, Hyland and Customer will identify any specific requirements. Hyland will document the modifications discussed base installed product in a Requirements Document ("RD"). Customer will review the RD and Hyland will make modifications until mutually agreed upon. Hyland and Customer will determine if any of the modifications requested to the base installed product can be completed within the project budget or if the project change control process must be followed.

Implementation

Hyland will implement the modifications to the based installed product as agreed to in the RD. Hyland will perform functional testing to validate the solutions conforms to the RD prior to turning the solution over to Customer to perform testing.

Training

Included in the project scope is dedicated time for training. Unless otherwise noted by the project teams during project planning, the following process is used for the training of this solution.

1. Customer will develop test cases in advance of the testing period of the project;
2. Customer's designated System Administrators will complete the following required instructor-led training courses to acquire fundamental Software knowledge prior to solution training session:
3. OnBase System Administration; and
4. Introduction to Workflow.
5. Hyland recommends administrators review the following relevant learning paths:
6. System Administrator Learning Path; and
7. Workflow Administrator Learning Path.
8. To prepare Customer's testing team for executing the test cases, Hyland will provide one (1) two-day training session to familiarize Customer's power users and administrators with the Software interface, navigation, and configured

functionality of the solution; and

9. Training session is intended for up to five (5) participants.

Testing

Included in the project scope is dedicated time for testing. Unless otherwise noted by the project teams during project planning, the following process is used for the testing of this solution.

User Testing (“UT”)

Included in the project scope is support for one (1) UT event. Customer performs testing and provides Hyland with a notification of any issues based on the test cases developed by Customer in accordance to the requirements defined in the RD. Hyland tracks the issues during Customer’s UT process using Hyland’s issue tracking system. Hyland verifies that recorded issues comply with scope defined in RD and updates Customer once the issues are resolved, whether by Hyland’s project team or Customer’s project team.

Customer will schedule resources required to test all defined test cases over a two (2) week period. Remote support will be provided by two (2) Hyland resources for UT for a maximum of twenty (20) hours per week. Customer’s administrator will act as first line of support during UT in order to triage issues and work directly with Hyland’s team on issue resolution. If required, Hyland may quote dedicated UT support for an additional cost.

UT is performed and driven by Customer and UT activities should be defined and documented prior to the start of solution implementation. Multiple, phased UT events imply additional services and are not included within the scope of this solution.

Any additional time or reallocation of time requested for testing or training shall be handled following Hyland’s project change control process.

Go-Live Support

Included in the project scope is dedicated time for go-live activities. Go-live activities include:

1. The solution will be migrated to the production environment;
2. Develop a deployment method for Customer to distribute Software to appropriate end users; and
3. Assist End User’s help desk with resolution of Software questions.

Hyland will provide two (2) resources for five (5) days each of onsite support for the first week of go-live and one (1) week of full-time remote support at a maximum of forty (40) hours. Customer’s administrator will act as first line of support post go-live in order to triage issues and work directly with Hyland’s team on issue resolution. If required, Hyland may quote dedicated go-live support for an additional cost. A single go-live will be supported. Multiple, phased go-lives imply additional services and are not included within the scope of this solution.

Assumptions

This project is based upon the below assumptions being true. If for some reason these assumptions prove to be false, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver:

1. Customer is an existing user of Costpoint;
2. Hyland is not to be considered the Costpoint expert;
3. Customer will provide the Costpoint expertise both form a business process as well as an Information Systems prospective;
4. Customer is responsible for providing test data, writing test cases, and executing those test cases during UT;
5. Hyland will utilize Customer’s test data during the solution configuration process;

6. Customer has an existing production and non-production environment hosting Costpoint;
7. Software solution will not require custom scripting or use of Software APIs. The solution will utilize out-of-the-box Software functionality as defined above and contained within the attached reference guides;
8. Customer has a defined and documented approval process that will be provide to Hyland following the initial kickoff meeting;
9. WAM will utilize existing Software Keywords in the solution;
10. WAM will utilize Costpoint data that can be accessed using existing Costpoint connections;
11. Customer is responsible for providing SQL queries for retrieving Costpoint data;
12. Software solution may be configured to handle only one (1) level of escalation;
13. Standard escalation configured in the solution is, routing the Requisition to the Purchasing Agent if the Approver has not taken action within a customer specified time period (e.g. 5 days);
14. Costpoint user IDs are assumed to be the same as Customer's Network IDs;
15. Hyland will configure the solution to work with one (1) company in Costpoint;
16. Workstation deployment consulting, testing and training will be provided on up to five (5) workstations. Customer is ultimately responsible for the installation of Software on end user workstations, and
17. Hyland is not responsible for the installation or configuration of third party software.

Appendix 4 – Vendor Portal Connect (VPConnect) Solution Implementation

Hyland will provide Professional Services to Customer to implement the VPConnect with OnBase solution in accordance with the Requirements Document attached as **Appendix 6**.

VPConnect

VPConnect is a web-based application that will enable Customer's vendors and subcontractors to submit their project related time and expense data electronically along with any required supporting documents. The interface allows sub-contractors to enter their hours and/or expenses and captures all of the information needed to create the corresponding entries in Costpoint. Used in conjunction with IAConnect, VPConnect provides a method to easily manage vendor invoices along with supporting documents using automatic routing for review and approval. Most importantly, all of the data entry is done by the vendor or sub-contractors and is made to conform to Customer's rules, saving Customer's accounts payable team valuable time.

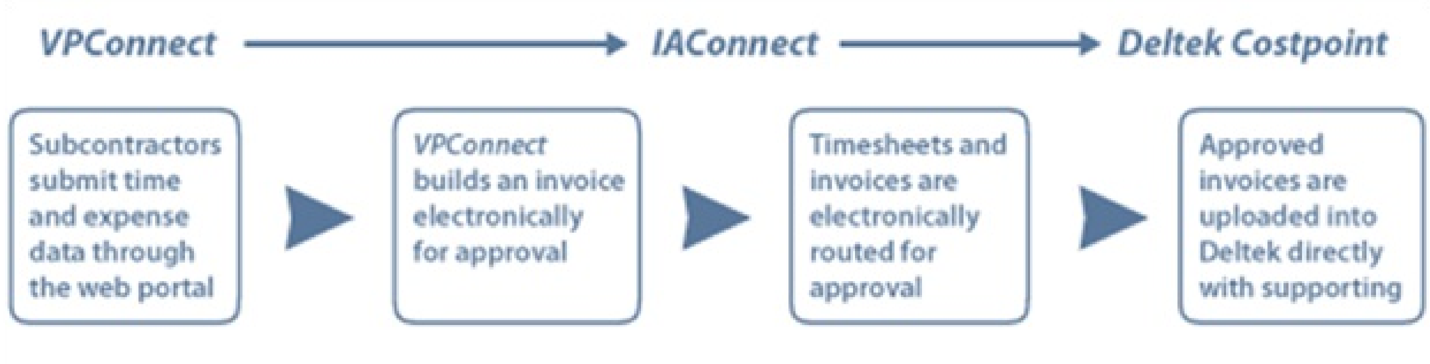
VPConnect is not designed for individual users to enter their time, rather it is meant for a vendor administrator to roll up all of their charges, ODC's, labor and travel expenses, into a single entry session with the objective of creating and submitting an electronic bill. VPConnect's web portal is tightly integrated with Costpoint controlling and validating what data is entered by vendors and subcontractors against live purchase order data, authenticating each invoice before it is presented internally for approval.

In addition to external entry of invoice information, the solution will allow subcontractor administrators have direct access to all open purchase orders—including remaining balance amounts and status reports to ensure data integrity.

Finally, the solution will allow vendors to upload non-PO invoices to the system. If implemented, these invoices will be routed to IAConnect to ensure that every invoice is processed consistently and routed where it needs to be and when it needs to be there. With full transparency, members of the accounts payable department will have a view of the entire process, including the number of invoices outstanding, how many there are at any given stage, the total liability amount, and even paid status by invoice.

All of the approved entries will be uploaded into Costpoint using preprocessors to create the appropriate transaction entries. VP*Connect* also allows access any supporting documents captured on the vendor portal directly from the Costpoint screens.

Description of Functionality Provided



Services Methodology

Base Installation

Hyland will install the base solution as described above in Customer's non-production environment in order to prepare for Customer to perform Product Validation.

Product Validation

Customer's key users and technical experts will perform Product Validation with Hyland to walkthrough the base installed product. During the course of Product Validation, Hyland and Customer will identify any specific requirements. Hyland will document the modifications discussed base installed product in a Requirements Document ("RD"). Customer will review the RD and Hyland will make modifications until mutually agreed upon. Hyland and Customer will determine if any of the modifications requested to the base installed product can be completed within the project budget or if the project change control process must be followed.

Implementation

Hyland will implement the modifications to the based installed product as agreed to in the RD. Hyland will perform functional testing to validate the solutions conforms to the RD prior to turning the solution over to Customer to perform testing.

Training

Included in the project scope is dedicated time for training. Unless otherwise noted by the project teams during project planning, the following process is used for the training of this solution.

1. Customer will develop test cases in advance of the testing period of the project;
2. Customer's designated System Administrators will complete the following required instructor-led training courses to acquire fundamental Software knowledge prior to solution training session:
    A. OnBase System Administration; and
    B. Introduction to Workflow.
3. Hyland recommends administrators review the following relevant learning paths:
    A. System Administrator Learning Path; and
    B. Workflow Administrator Learning Path.
4. To prepare Customer's testing team for executing the test cases, Hyland will provide one (1) one-day training session to familiarize Customer's power users and administrators with the Software interface, navigation, and configured

functionality of the solution; and

5. Training session is intended for up to five (5) participants.

Testing

Included in the project scope is dedicated time for testing. Unless otherwise noted by the project teams during project planning, the following process is used for the testing of this solution.

User Testing ("UT")

Included in the project scope is support for one (1) UT event. Customer performs testing and provides Hyland with a notification of any issues based on the test cases developed by Customer in accordance to the requirements defined in the RD. Hyland tracks the issues during Customer's UT process using Hyland's issue tracking system. Hyland verifies that recorded issues comply with scope defined in RD and updates Customer once the issues are resolved, whether by Hyland's project team or Customer's project team.

Customer will schedule resources required to test all defined test cases over a one (1) week period. Remote support will be provided by two (2) Hyland resources for UT for a maximum of eight (8) hours. Customer's administrator will act as first line of support during UT in order to triage issues and work directly with Hyland's team on issue resolution. If required, Hyland may quote dedicated UT support for an additional cost.

UT is performed and driven by Customer and UT activities should be defined and documented prior to the start of solution implementation. Multiple, phased UT events imply additional services and are not included within the scope of this solution.

Any additional time or reallocation of time requested for testing or training shall be handled following Hyland's project change control process.

Go-Live Support

Included in the project scope is dedicated time for go-live activities. Go-live activities include:

1. The solution will be migrated to the production environment;
2. Develop a deployment method for Customer to distribute Software to appropriate end users; and
3. Assist End User's help desk with resolution of Software questions.

Hyland will provide two (2) resources for remote support at a maximum of twenty (20) hours. Customer's administrator will act as first line of support post go-live in order to triage issues and work directly with Hyland's team on issue resolution. If required, Hyland may quote dedicated go-live support for an additional cost. A single go-live will be supported. Multiple, phased go-lives imply additional services and are not included within the scope of this solution.

Assumptions

This project is based upon the below assumptions being true. If for some reason these assumptions prove to be false, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver:

1. IAConnect has already been implemented and Customer is live with the IAConnect solution;
2. VPConnect solution assumes the use of the native portal interface;
3. Customizations to the VPConnect native portal interface are not included in the scope;
4. Customer is an existing user of Costpoint;
5. Hyland is not to be considered the Costpoint expert;
6. Customer will provide the Costpoint expertise both form a business process as well as an Information Systems prospective;

7. Customer is responsible for providing test data, writing test case, and executing those test cases during UT;
8. Hyland will utilize the Customer test data during the solution configuration process;
9. Customer has an existing production and non-production environment hosting Costpoint;
10. Software solution will not require custom scripting or use of Software APIs. The solution to utilize out-of-the-box Software functionality as defined above;
11. Customer is responsible for securing the vendor portal site with appropriate SSL certificates;
12. Workstation deployment consulting, testing and training will be provided on up to five (5) workstations. Customer is ultimately responsible for the installation of Software on end user workstations, and
13. Hyland is not responsible for the installation or configuration of third party software.

Appendix 5 – IA Connect Requirements Document

IAConnect Base Solution Requirements Document

Appendix 6 – VPConnect Requirements Document

VPConnect Base Solution Requirements Document

Appendix 7 - Description of Add-On Managed Services

The following Add-On Managed Services are available, if applicable.

Add-On Available
On-site Discovery
Custom Script Requests
Additional Change Requests

On-Site Discovery

Up to three (3) Hyland Resources will travel to Customer's site to perform discovery/requirements analysis for up to three (3) days. Travel expenses are not included in this Schedule and will be charged separately if incurred by Hyland resources.

Custom Script Requests

If Customer purchases Custom Script Requests as an add-on Managed Service, Customer will be 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. See “Initiating Service Requests and Change Requests” and “Enhance/Expand Change Request” sections for details regarding submission and management of Change Requests.

Additional Change Requests

Hyland will provide additional quantities of Change Requests (with each quantity being comprised of ten requests) as indicated on the Order Form or through the Change Control Process.

Hyland will update Customer’s account balance to reflect the additional Change Requests that will be available during the course of the 12-month period.

All standard rules, assumptions and exclusions apply to additional Change Requests.

*****End of Document*****