Hyland Care AP Services Schedule for New SAP Customer

Hyland will provide to Customer Hyland Care AP Services (as defined below) during an "Initial Term" as defined in the Term and Termination section below. "Hyland Care AP Services" shall mean: (A) Professional Services to implement one (1) SAP Accounts Payable Software solution in accordance with **Appendix 2**: and (B) the Professional Services described in the Services Description section below and **Appendix 1**;

- Hyland Care AP Services supports one (1) production and one (1) non-production environment. Hyland's involvement may range from owning specific tasks to consultation services only;
- All Hyland Care AP Services will be performed remotely; provided, that if discovery services are purchased as an Add-On Managed Service (see **Appendix 3** 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;
- Hyland Care AP Services will be provided in English only;
- Hyland Care AP 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 Hyland Care AP 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 Hyland Care AP Services.

Add-On Managed Services are described in **Appendix 3**. Customer may purchase Add-On Managed Services by designating on the Order Form those Add-On services it requires.

Service Description

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

Services	**Hyland Care AP Services**
Accounts Payable Solution Implementation (**Appendix 2**)	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 Services are 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 the Hyland Care AP Services, 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 Services are 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. Requests for Professional Services that do not constitute Hyland Care AP Services as described in this Schedule 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 Services are intended to supplement Customer's needs beyond standard technical support.

Exclusions

The following items are not covered under Hyland Care AP Services:

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;
3. Replacement for general Technical Support or Cloud Product Engineering Support;

4. Custom scripted elements and custom development, unless Customer has purchased Custom Script Requests as an Add-On Managed Service;
5. Direct database modifications;
6. Full project management and delivery utilizing Hyland's formal project methodology in any form , other than as specified in Appendix 2; and
7. Requests for excluded items or Professional Services that do not constitute Hyland Care AP Services as described in this Schedule 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 thirty (30) 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 account 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 account 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 Services 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 Services, 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 Services.

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 Services Schedule is defined in the Order Form.

Unless otherwise specified herein, after the Initial Term, this Hyland Care AP Services 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 in an amount 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 the Hyland Care AP Services for convenience. All prepaid fees are non-refundable.

Appendix 1 – Hyland Care AP Services 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 Services. 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 Business 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 Services 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 Services.
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 Services, 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 determines 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 said 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)

Hyland will provide Professional Services for the implementation of an Accounts Payable invoice processing solution integrating with SAP.

Document Intake

Hyland's capture suite will be leveraged to import Purchase Order and Non-Purchase Order invoice documents in a variety of ways:

1. Paper documents will be scanned into Software from one (1) location via scanning workstations or multi-function devices;
2. Software will monitor a designated e-mail account to import e-mail messages with invoice attachments. Each attachment will be imported as a separate invoice document; and
3. Software will monitor a designated file directory for import of invoices already in electronic format. Each file will be imported as a separate invoice document.

End users will be required to perform quality assurance for scanned documents to verify image quality and document separation. Documents greater than 10 MB will be sent to an exception queue. Additionally, Software will convert invoice files imported in PDF and image format to TIFF images prior to OCR. Other file types received by the Software may not be converted to TIFF but instead be routed to an exception queue for review. Secured (password protected) PDF's will not be supported.

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);Invoices with multiple PO Numbers;
2. Invoices with data that is hand-printed;
3. Intercompany Invoices;
4. Invoices from countries other than the United States of America;
5. Invoices with languages that use non-Latin-based characters; and
6. Any form that is not a machine-printed invoice falling into the categories of "Purchase Order Invoices" or "Non-Purchase Order Invoices", including, but not limited to:
   A. Expense Reports;
   B. Reports;
   C. Receipts;
   D. Cover pages;
   E. Images created from EDI 810 data; and
   F. 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, 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.

Line detail will only be extracted on PO invoices and will be validated against SAP 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.

In scenarios where Service POs are flagged as Service POs and are created as a one-line Purchase order, Brainware will consolidate the invoice line amounts into one purchase order line for processing.

In the event Software is unable to confidently identify or extract information, end-users will be required to verify and/or correct metadata to complete the validation process. Image quality, data integrity, and document structure affect the overall success of the OCR and extraction process.

Data extraction exceptions will be reviewed in OnBase. Where applicable, the invoice exceptions will be flagged and passed to OnBase for manual review and resolution.

Hyland will provide and configure the ALE Learnset Manager (ALM) for the administration of the Automated Learning Engine. ALM is a web-based administration client that enables you to create, modify, and delete projects and classes which will be used by the Automated Learning Engine (ALE) to learn how to classify or extract data from documents.

Processing

Software will perform a check for duplicate invoice documents inside of OnBase, based on company, vendor, invoice number, invoice date, and invoice amount. If a potential duplicate invoice is identified, it will be routed for review by AP.

The following rules will be applied for processing freight amounts:

1. Freight amounts captured from invoices may be applied to the invoice based on Planned Freight Conditions in SAP;
2. POs with freight and no conditions will apply the freight amount to Unplanned Delivery Costs; and
3. Third Party Freight invoices will be identified by Vendor ID and PO number. Invoices identified as third-party freight will have the invoice total distributed equally across all freight conditions for matched PO lines. Invoices that do not meet the criteria for identification will be processed as regular invoices.

After the capture and validation processes are complete, invoices will be sent to Software Workflow for routing:

1. Invoices with Invalid Reasons or other exceptions will be routed for manual review;
2. Non-PO invoices will be staged for AP staff to perform manual coding and/or approval assignment; and
3. PO Invoices with unpaired lines will need to be manually paired by AP prior to posting. Invoices with other PO exceptions will be routed to an AP exceptions queue.

It is the responsibility of the AP users to check the Software Workflow queues, at least daily, for any document exceptions.

AP staff will have ability to sort and filter invoices staged for review based on summary level values:

1. Invoice status, vendor name, PO number, invoice number, invoice total, and invoice date.

The AP representative will have the ability to take ownership of an invoice.

Approval Workflow

Hyland will configure Workflow Approval Management for the management of Customer’s approval hierarchy, assignments of approvers, and approval paths for Non-PO and PO invoices.

1. Hyland will configure up to five (5) unique approval paths consisting of up to five (5) rules for invoice approvals;
2. Software will apply each approval path to multiple departments and/or invoice types as required;
3. Each approval path may consist of up to five (5) approval levels. Software will evaluate the total invoice amount to escalate each invoice for additional levels of approval as required;
4. Individual approvers will be assigned based on a combination of department and level;
5. AP staff will be responsible for manually assigning a department value at the header level to drive approver assignment;
6. Customer will provide a dataset to define individual approvers for each approval level/department;
7. An email notification will be sent per invoice notifying the approver has outstanding invoices;
8. Invoices will be automatically escalated to the next level approver after the last reminder notification is sent; and
9. The following sample approval matrices serve as an example of invoice approval for two (2) approval paths with separate levels of approval required for each approval path.

Example: Standard Non-PO Invoice Approval Path

Dept ID	**> $0**	**> $1,000**	**> $10,000**	**> $100,000**
12345	**Employee1**	**Employee2**	**Employee3**	**Employee4**
67890	**Employee4**	**Employee5**	**Employee6**	**Employee7**

Example: Service Invoice Approval Path

Dept ID	**> $0**	**> $5,000**	**> $20,000**	**> $200,000**
12345	**Employee8**	**Employee9**	**Employee10**	**Employee11**
67890	**Employee4**	**Employee5**	**Employee6**	**Employee7**

Assigned approvers will have the ability to approve or reject invoices via:

1. A link sent to the approver via e-mail; and
2. Microsoft Outlook plugin.

Integration

Brainware and OnBase require data to be exchanged with SAP to perform invoice processing. Based on the specifics for the solution, data may include:

1. Company Code;
2. Vendor Master;
3. PO Header;
4. PO Lines;
5. GL Lines;

6. Currency; and
7. Payment Terms.

AP Automation for SAP

OnBase

To integrate the OnBase solution with SAP, OnBase will utilize the Line of Business Relay server will communicate within OnBase. Depending upon the combination of the Customers SAP version, where SAP resides, where OnBase resides, and the SAP connects and platforms made available from SAP, data will be made available either direct connection, CPI Service, standard SAP web services or via flat file. If sending flat files, the files will need to be sent within .ZIP. The Customer will be responsible for transferring the files to the OnBase environment. This process would need to occur at least once daily and represent a complete set of data for each data set.

Brainware

To integrate the Brainware solution with an SAP environment, the Customer will provide Company Code and Vendor Master data via database views or flat files (e.g. CSV files). Depending upon the combination of where SAP resides, where Brainware resides, and the SAP connectors and platforms made available from SAP, PO data will be made available to Brainware through either direct connection, standard SAP web services or via flat file.

Forms

The solution includes two (2) user interfaces for data entry:

1. The PO invoice interface allows the user to search for valid PO numbers, and to copy PO line values directly from SAP; and
2. The Non-PO invoice interface allows the user to search and assign vendors from SAP.

SAP Invoice Creation

For PO invoices, Software will review PO data from SAP to identify if items in the PO require goods-receipt-based (GR-based) verification. If PO items require GR-based verification, and no goods receipt data is available, the invoice will be flagged for AP review.

Once invoices are free of exceptions, Software will send invoice data to SAP via the Software Line of Business Broker. Upon successful invoice creation in SAP, the integration will create a link in SAP to allow retrieval of the invoice image directly from appropriate SAP screens. Screens enabled for invoice viewing include FB03 and MIR4. Additional screens may be enabled as long as they support Generic Object Services for the BKPF and BUS2081 objects. Once the posting is successful and the link has been created, the invoice document will then be removed from Software Workflow. If the FIORI interface is used in addition to SAP GUI, additional options can be discussed during the design phase for image retrieval.

If an exception occurs during posting of PO invoices, the invoice will be routed to an exception queue in Software Workflow for further review.

Measure

Hyland will configure the following Dashboard Reports in OnBase:

1. Exposure and Process Performance (In Process)
2. User Productivity Report (In Process)
3. Invoice and Process Activity (In Process)
4. Top Vendors and Vendor Invoice Information (In Process)

5. Top Vendors and Vendor Invoice Information (All-Time)
6. Approved by Delegate
7. AP Process Cost Analysis
8. AP Accrual Report
9. KPI Tracking Report -Brainware
10. KPI Tracking Report -OnBase
11. KPI Tracking Report -Overall
12. KPI Tracking Report -Capture
13. KPI Tracking Report -Processing
14. KPI Tracking Report -High Level Overview

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.

Document Ingestion

1. Individual documents are anticipated to be scanned at the same aspect ratio and dimensions, and at a quality of 300 dpi; and
2. Documents processed through OCR must be clean and free of extraneous patterns, images, or any other formatting that would interfere with reading data.

Brainware for Invoices

1. Extraction of data from handwritten invoices or documents is out of scope and will require manual keying in Verifier;
2. 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;
3. Customer will provide at least 100 sample invoices from various vendor and invoice types;
4. Customer will provide a flat file of invoice history with 5 invoices for each vendor provided before migration for Go-Live.
5. The solution assumes all invoices processed will have a maximum of one (1) PO number per invoice and will contain goods or services, not both; and
6. Three-way matching is not supported.

OnBase

1. OnBase Apps may be utilized as a client for workflow processes required as a part of the solution in lieu of the OnBase Client. Up to three (3) personas are included as a part of the standard solution. Additional personas may require a change order. These will be defined during the discovery phase of the project.

2. Solution will be deployed on OnBase 25.1 or higher. Upgrade services may be scoped separately where required;
3. Software will treat credit memos and debit memos as non-PO invoice documents;
4. The solution will leverage pre-configured forms for PO and Non-PO invoices. Customization of these forms is not included in this engagement;
5. The values available for selection on the GL coding form will not be limited based on user security; and
6. OnBase will not be configured to retrieve users or user groups at invoice line or GL distribution line level.

Data / Integration

1. 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:
    D. Examples include duplicate vendors, incomplete vendor and PO records, not closing PO's, etc.
    E. PO data will only include open data.
2. Purchase orders are stored and maintained in SAP;
3. The following SAP BAPI's will be used by the integration:
4. BAPI_ACC_INVOICE_RECEIPT_POST;
5. BAPI_INCOMINGINVOICE_POST (PO invoices posting);
6. Tax calculations will be completed by SAP by passing the Calculate Tax Indicator for invoices that include tax;
7. SAP Goods Receipt information (Material Document Number, Document Year, and Line number) will be extracted from the PO invoice line;
8. Customer is currently using SAP in production;
9. Customer is responsible for updating Historic Doc Pop URL's inside of the Customers Financial System;
10. Customer will work with Hyland to schedule up to two (2) SAP refreshes. If repeated installs or project extensions are required due to SAP refreshes, additional services will be required; and
11. Functional and technical SAP experts will be accessible throughout the project.

Authentication

1. OnBase users will be authenticated via SAML 2.0 or basic OnBase Authentication.

Reporting

1. Software reports measure only data stored in OnBase and Brainware via standard data providers.

General

1. The Software Workflow solution assumes no custom scripting will be required to accomplish workflow tasks. Any business requirement to add or modify custom scripted elements to the Software Workflow solution will require additional configuration effort;
2. Hyland will install and configure client-side software on up to five (5) workstations for testing and training; and
3. 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.

Exclusions

The following items are considered out of scope for this engagement:

1. Line-item detail capture for non-PO invoices including general ledger information;
2. Auto-coding of GL information for non-PO invoices;
3. Automatically adding PO lines to the invoice within OnBase;
4. Calculations or other auto-derived amounts (e.g., tax);
5. Pairing of invoice lines to receipt;
6. Pairing of invoice lines for third party freight invoices;
7. Automated coding of utility invoices;
8. Modification of invoice data from a mobile device;
9. User or User Group security based on invoice metadata (e.g., GL code);
10. Calculation of variance amounts and evaluation of tolerance rules for line-item pairing;
11. Automated document separation;
12. Monitoring for time-sensitive items or priority items;
13. Payment status updates;
14. Currency conversions;
15. The solution does not support for creation of new vendors changes to existing vendors;
16. Custom SQL reports; and
17. SAP creation of invoices with reference to a contract.

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; and

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.

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 SAP AP solution; and

2. Hyland will provide a walkthrough and a review of prewritten requirements during the discovery phase;

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 Requests Required	Add-On Item	Description
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.
2	Payment Update Process	The system needs the ability to sync additional payment information. Customer will provide a flat file with appropriate information.
2	Additional Queue Creation	The system needs the ability to route to an additional queue. For a listing of standard queues, please reference requirements.
2	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.
2	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.
3	Keyword Based Security	User security based off of keywords, such as; Company ID, Department, etc.
4	Automated GL Coding for 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.

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 at least two (2) weeks 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;
    B. Workflow Administrator Learning Path; and
    C. WorkView | Case Manager Professional Learning Path.
4. 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
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.

Non-Production Environments

Hyland will support repointing our one (1) non-production OnBase and Brainware environment to no more than two (2) SAP non-production tenants. User Testing will occur in a single environment that is closest to matching production.

System Integration Testing ("SIT")

Hyland will provide remote support for up to 24 hours during SIT over the period of three (3) business days. SIT testing is a joint effort between Hyland and Customer's administrators to test integrations with all subsystems including but not limited to SAP Brainware, authentication, Mailbox Importer, SFTP, etc. Customer is responsible for providing the required resources available for integration tests and providing relevant test materials.

User Testing ("UT")

Included in the project scope is support for one (1) UT event. Support will be provided by two (2) Hyland resources for a maximum of 12 hours per resource following training. To support customer led User Testing, Hyland resources will mimic an on-site experience by opening up a conference call to be connected with the customer during testing sessions, allowing for real time collaboration and troubleshooting. The Customer will lead testing and will provide Hyland with a notification of any issues based on the test cases developed by Customer in accordance to the requirements defined in the Requirements Document ("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 three (3) week period. Remote support will be provided by two (2) Hyland resources for UT for a maximum of 32 hours per resource for the first week of UT support, and for two (2) weeks on a part time basis, at a maximum of 16 hours per resource 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 the Project Change Control Process noted in this document.

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 Customer's help desk with resolution of Software questions.

Hyland will provide two (2) resources for four (4) days each of remote support for the first week of go-live and two (2) weeks of part-time remote support at a maximum of 16 hours per week. 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 - Description of Add-Ons

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

Add-Ons Available
On-site Discovery
Additional Change Requests
Hyland Care for Employee File Management (EFM)
Hyland HR for SAP SuccessFactors (HSF) Integration (Requires Hyland Care for Employee File Management Add-on)

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.

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.

Hyland Care for Employee File Management (EFM)

Hyland will provide Professional Services to Customer to implement the Employee File Management ("EFM") solution.

Schedule can be found at https://offeringterms.hyland.com/managed-services#hyland-care-for-employee-file-management-terms

Hyland HR for SAP SuccessFactors (HSF) Integration (Requires Hyland Care for Employee File Management Add-on)

SAP Success Factors Integration will be installed as part of the Employee File Management solution. This will allow users to view and upload HR documents from within SAP Success Factors.

Schedule can be found at https://offeringterms.hyland.com/managed-services#hyland-hr-sap-successfactors-terms

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