LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: April 7, 2016

MEMO TO: S. Michael Rummel, Chair
Finance and Administrative Committee

FROM: Mary E. Kann
Director of Administration

RECOMMENDATION: Approval of a Resolution awarding an Upgrade Services Agreement for the installation, configuration, and implementation of an Enterprise Document Management System to Hyland Software, Inc. ("Hyland"), Westlake, Ohio, in the Contract Price of $87,211.48, and related agreements with Hyland.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability.

FINANCIAL DATA: This project was originally budgeted in FY 11/12 under "Capital Outlay Computer Hardware" 19224100-805100-61813 and "Capital Outlay Computer Software" 19224100-805200-61813 with an estimate of $317,400.00. The cost of implementing the software for an Enterprise Electronic Document Management System from Sire (the original contractor) was budgeted at $240,000.00. The balance of this amount has been carried into this budget cycle in the amount of $123,211.48.

BACKGROUND: In June, 2012, after a request for proposals process, the District entered into a contract with SIRE Technologies, Inc. (SIRE) of West Valley City, UT to provide an Enterprise Document Management System. The purpose of the system was to streamline the processes of creating documents, agenda creation and management, incorporation of financial documents and data from the MUNIS system, integration with GIS data, managing documents, adhering to document retention policies, and destroying documents. SIRE produced and supported its own "SIRE" software products.

In August, 2012, SIRE was acquired by Hyland Software, Inc. (Hyland). Hyland produces and supports its own brand of software, called "OnBase." However, at the time, Hyland advised its clients that it would continue to support and develop SIRE software. In November, 2012, the Forest Preserve Board and Hyland approved an "Assumption and Amendment of Contracts" pursuant to which Hyland assumed all of SIRE's obligations and rights under the SIRE contract, including the obligation to install and support SIRE software.

In 2013, during the third phase of the software implementation process, Hyland had difficulty meeting the agreed-upon terms of the original SIRE contract. Hyland spent the next year trying to find a solution that satisfied the original SIRE contract. During the same time period, Hyland made a business decision to no longer enhance or support SIRE software for any of its customers, including the District.

In 2014, the District sent Hyland a breach of contract letter. This facilitated a negotiation between the parties, during which several options were discussed. After these negotiations, Staff recommends (i) that the original SIRE agreement be terminated and that the parties release each other from further liability regarding that agreement and (ii) that the District approve new agreements with Hyland, pursuant to which Hyland will install and support new OnBase software for the District's document management system. The original SIRE contract had a contract price of $215,940.60. Under that contract, the District paid to SIRE $90,111 and $2,618.12 for travel expenses. Under the new Hyland contracts, the District will not pay any amount for the new Hyland software. The contract price under the new Hyland contracts, of $87,211.48, is for maintenance, implementation, and training, none of which was previously paid to SIRE. Also, the contract price will not be paid to Hyland until the maintenance, implementation, and training are complete.

REASON FOR RECOMMENDATION: Committee recommendation and Board approval are required in accordance with the District's Purchasing Policy.

REVIEW BY OTHERS: Executive Director, Chief Operations Officer, Director of Finance, Information Technology Officer, Purchasing Manager, Corporate Counsel.

PRESENTER: Mary Kann

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR APRIL MEETING
APRIL 12, 2016

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **Finance and Administrative Committee** presents herewith "A Resolution Awarding an Upgrade Services Agreement for an Enterprise Document Management System to Hyland Software, Inc. " and requests its approval.

FINANCE AND ADMINISTRATIVE COMMITTEE:

  Date:_____ ☐ **Roll Call Vote: Ayes:____ Nays:____**

                              ☐ **Voice Vote Majority Ayes; Nays:____**

LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS

A RESOLUTION AWARDING AN UPGRADE SERVICES AGREEMENT
FOR AN ENTERPRISE DOCUMENT MANAGEMENT SYSTEM
TO HYLAND SOFTWARE, INC.

WHEREAS, the Lake County Forest Preserve District (the "District") desires to purchase services for the installation, implementation, configuration, and support of an enterprise document management system (the "Services"); and

WHEREAS, the Director of Administration and the Purchasing Manager have determined that the Services require personal confidence; and

WHEREAS, the District previously entered into contracts with SIRE Technologies, Inc. ("SIRE") for the Services (the "SIRE Agreement"); and

WHEREAS, in August, 2012, SIRE was acquired by Hyland Software, Inc. ("Hyland") and thereafter, Hyland assumed SIRE's rights and obligations under the SIRE Agreement and partially performed under the SIRE Agreement; and

WHEREAS, Hyland has submitted a proposal to the District (the "Proposal") to terminate the SIRE Agreement and to enter into new contracts with Hyland for the Services, including (i) the Mutual Termination Agreement, (ii) the Upgrade Services Agreement, (iii) the Software Maintenance Agreement, and (iv) Amendment to OnBase End User License Agreement in substantially the forms attached hereto; and

WHEREAS, the District's staff, the Purchasing Manager, the Director of Administration, and the Finance and Administrative Committee have reviewed the Proposal and recommend that the Board of Commissioners (i) find that the Proposal be determined to be the proposal that is most advantageous to the District; and (ii) award a contract for the Services to Hyland, including the Mutual Termination Agreement, the Upgrade Services Agreement, the Software Maintenance Agreement, and the Amendment to OnBase End User License Agreement in substantially the forms attached hereto (collectively, the "Contract") in the amount of $87,211.48 (the "Contract Price"); and

WHEREAS, the Board of Commissioners hereby finds that the Proposal is the proposal that is most advantageous to the District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT**:

Section 1: **Recitals.** The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: **Award of Contract.** The Contract in the amount of the Contract Price and in substantially the form attached hereto is hereby awarded to Hyland.

Section 3:   **Execution of Contract.** The Executive Director of the District is hereby authorized and directed to execute the Contract for the Services in the amount of the Contract Price.

Section 4:   **Payments.**   The District Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 5:   **Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

APPROVED this _____ day of _____, 20016.

_____
Ann B. Maine, President
Lake County Forest Preserve District

ATTEST:

_____
Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement ("Termination Agreement") is made and entered into as of the Effective Date (as defined herein), by and between:

Hyland Software, Inc.	Lake County Forest Preserve District
28500 Clemens Road	1899 West Winchester Road
Westlake, OH 44145	Libertyville, IL 60048
"Hyland"	"Customer"

RECITALS:

A.   Customer and AlphaCorp, Inc. dba SIRE Technologies, Inc. ("AlphaCorp"), entered into a Software Product License Agreement dated on or about May 17, 2012 (the "SIRE License Agreement"), a Maintenance Agreement dated on or about July 11, 2012 (the "SIRE Maintenance Agreement") and a Contract for the Enterprise Electronic Document Management System, dated on or about June 12, 2012 (the "SIRE Services Agreement") all related to Customer's licensing of certain SIRE software products (collectively, the "SIRE Agreements").

B.   On or about August 29, 2012, Hyland acquired substantially all of the assets of AlphaCorp, Inc., but not the SIRE Agreements. On or about November 15, 2012, Hyland and Customer entered into an Assumption and Amendment of Contracts for the Enterprise Electronic Document Management System, pursuant to which, *inter alia*, Hyland assumed all of Alpha Corp's past, present, and future rights, interests, and obligation under the SIRE Agreements (the "Assumption").

C.   The parties desire to (i) terminate the SIRE Agreements and the Assumption, and (ii) contemporaneously with the execution of this Agreement, enter into an Upgrade Services Agreement in the form attached hereto (the "Upgrade Agreement"), pursuant to which, among other things, Customer shall license from Hyland certain OnBase® Information Management System software (the "OnBase Software").

D.   Contemporaneously with the execution of the Upgrade Agreement, the parties shall execute a Software Maintenance Agreement, and an Amendment to OnBase End User License Agreement, which amendment relates to the License Agreement (as that term is defined in the Upgrade Agreement) (collectively, the "Hyland Agreements")

NOW THEREFORE, the parties hereby agree as follows:

1. On the date upon which this Agreement is fully executed by both parties (the "Effective Date"), the parties shall both execute the Upgrade Agreement, the Software Maintenance Agreement, and the Amendment to OnBase End User License Agreement. Upon full execution of the Upgrade Agreement, the SIRE Agreements and the Assumption shall be automatically terminated and shall be null, void and of no further force or effect.

2. Effective as of the full execution of the Upgrade Agreement, each party (in such capacity, a "Releasor") releases and forever discharges the other party, and its respective direct and indirect past or present parent corporations, subsidiaries, affiliates, subdivisions, affiliated entities, partners, officers, directors, commissioners, employees, agents, attorneys, representatives, successors and assigns (collectively, in such capacity, the "Releasees"), of and from, all actions, causes of action, suits, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, damages, judgments, claims and demands, of every nature whatsoever, whether known or unknown, in law or equity, which the Releasor ever had, now has or hereafter can, shall or may have, for, upon or by reason of any matter, cause or thing that arises out of or relates in any way to the SIRE Agreements or the Assumption; provided that this release shall not apply to an act to enforce the terms of this Termination Agreement or the Hyland Agreements.

3. The parties agree that this Termination Agreement is not, and shall not be construed as, an admission or other representation of any sort concerning any matter, including but not limited to any admission of liability, amount of damages or failure of either party to live up to its obligations under the SIRE Agreements. The parties acknowledge that they are entering into this Termination Agreement solely to facilitate a termination of the SIRE Agreements, and their acceptance of and agreement to the Hyland Agreements, upon the terms set forth in this Agreement and the Hyland Agreements. For five years after the Effective Date, Customer shall not disclose any public record that includes information relating to (a) the matters leading to the parties' mutual decision to terminate the SIRE Agreements or (b) the terms, value and nature of consideration given by each party hereunder, except in response to a FOIA request and except as provided above. If, within five years after the Effective Date, Customer receives a request, made pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* (the *"FOIA"*), for a public record that includes information relating to (a) the matters leading to the parties' mutual decision to terminate the SIRE Agreements or (b) the terms, value and nature of consideration given by each party hereunder, Customer shall notify Hyland in writing of such request. Hyland may notify Customer of any exceptions under FOIA that Hyland believes would exempt such record from disclosure. Customer and Hyland shall provide such notices within such time periods as are necessary for Customer to respond timely to the requester under the FOIA. If Customer determines in its reasonable discretion that an exemption applies, it shall withhold the record from disclosure. Nothing in this Section requires Customer to (a) withhold any public record if the Illinois Public Access Counselor or any court with jurisdiction determines that such record is not exempt from disclosure or (b) provide any notice of such a request to Hyland if the request is received more than five years after the Effective Date.

Hyland acknowledges that (i) in compliance with the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* and Customer's Rules of Order and Operational Procedures (a) Customer will post on the agendas for the public meetings of its Board of Commissioners ("Board") and its Finance and Administrative Committee (a committee of the Board) (the "Committee") a resolution approving the Hyland Agreements and a memorandum from Customer's staff to the Committee recommending approval of the Hyland Agreements, (b) such agenda, resolution, and memorandum will be posted on Customer's website and will be delivered

by electronic mail and hard copy delivery to certain of Customer's representatives and certain media outlets, and (c) at such public meetings, such Board, Committee, staff, and representatives will discuss the Hyland Agreements, including matters leading to the parties' mutual decision to terminate the SIRE Agreements and the terms, value and nature of consideration given by each party hereunder and (ii) the postings, deliveries, and discussions identified in this sentence will be deemed not to violate this Section

4. No amendment, modification, waiver, termination or release of any provision of this Termination Agreement shall be effective unless the same shall be in a writing specifically identifying this Termination Agreement, the provision intended to be so amended, modified, waived, terminated or released, and signed by the party against whom enforcement of such amendment, modification, waiver, termination, or release is sought.

5. The terms and provisions of this Termination Agreement shall inure to the benefit of and be binding upon all parties and their respective heirs, executors, administrators, successors and assigns.

6. All parties acknowledge that they have each been represented by counsel of their choice in regard to this Termination Agreement and the parties agree that this Termination Agreement shall be construed without regard to any presumption or rule regarding construction against the party causing the document to be drafted.

7. This Termination Agreement may be executed in multiple counterparts, each of which counterpart, when so executed and delivered, whether electronically or in "hard copy," shall be deemed to be an original, and all of which counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have mutually agreed upon and entered into this Termination Agreement as of the day and year first above written.

LAKE COUNTY FOREST PRESERVE DISTRICT   **HYLAND SOFTWARE, INC.**

By:

Print Name:

Title:

Date:

By: *D. Timothy Pembridge*

Print Name: *D. Timothy Pembridge*

Title: *V.P. General Counsel*

Date: *4/1/2016*

Hyland Legal

Approved By: *[signature]*

Date: *4/1/2016*

UPGRADE SERVICES AGREEMENT

This Upgrade Services Agreement ("Agreement") is made and entered into as of the date this Agreement is signed by the last party that signs (as determined based upon the dates set forth after their respective signatures), by and between:

Hyland Software, Inc.
28500 Clemens Road
Westlake, OH 44145
"Hyland"

Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
"Customer"

RECITALS:

A.   Customer and AlphaCorp, Inc. dba SIRE Technologies, Inc., are parties to a Software Product License Agreement dated on or about May 17, 2012 (the "SIRE License Agreement"), a Maintenance Agreement dated on or about July 11, 2012 (the "SIRE Maintenance Agreement") and a Contract for the Enterprise Electronic Document Management System, dated on or about June 12, 2012 (the "SIRE Services Agreement") all related to Customer's licensing of certain SIRE software products (collectively, the "SIRE Agreements").

B.   On or about August 29, 2012, Hyland acquired substantially all of the assets of AlphaCorp, Inc., including the SIRE Agreements.

C.   Contemporaneously with the execution of this Agreement, the parties have entered into a Mutual Termination Agreement, pursuant to which, among other things, the parties terminated the SIRE Agreements.

D.   Hyland develops, markets and licenses several proprietary software products ("Software"), including the OnBase® Information Management System software (the "OnBase Software").

D.   Customer desires to upgrade from the SIRE software products to the OnBase Software, subject to and in accordance with the terms set forth herein.

NOW THEREFORE, the parties hereby agree as follows:

1.   Software and Services:

Hyland will provide to Customer, without charge, the OnBase Software listed on Exhibit A, attached hereto (the "Initial Software"), subject to Customer's acceptance of the license terms that are included in the packaging with the Initial Software upon delivery and/or are included at the "Login" screen and in the Help Menu of the Initial Software (the "License Agreement"). Hyland will also provide upgrade services to Customer as described in the Services Proposal attached to this Agreement as Exhibit B (the "Services Proposal"). Hyland will provide such services at a time and on a schedule that is mutually agreed upon by the parties, and subject to extension due to force majeure (as described below) or delays resulting from Customer's actions or inactions, including but not limited unavailability of Licensee personnel or rescheduling that results from the same, and delays or rescheduling due to scope creep, modified workflow objectives, changes to the desired business process or automation or new or changed discovery information, such services shall be completed within one hundred eighty (180) days after the kick-off meeting referenced in the Pricing section of Exhibit B. During the one (1) year period following the completion of the services related to Phase 1 of the Services Proposal or any use of any portion of the Phase 1 solution in a production environment, Customer may request, and Hyland shall provide to Customer, at no additional charge, up to thirty (30) additional Workflow Concurrent Client licenses. Customer understands and agrees that upon delivery of the Production Certificate for such licenses, Hyland shall invoice Customer for applicable Annual Maintenance Fees relating to such licenses, in accordance with the terms of the Maintenance Agreement attached hereto as Exhibit C. As used herein, "force majeure" shall mean a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft;

earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party.

2.   Maintenance Agreement:

Hyland agrees to provide maintenance and support to Customer relating to the Initial Software (and any other Software that Customer may license from Hyland), subject to and in accordance with the terms and provisions of the Maintenance Agreement to be executed by the parties, attached hereto as <u>Exhibit C.</u>

3.   Compensation And Payment Schedule:

Hyland will charge services fees to Customer for the services under this Agreement in accordance with the terms of the Services Proposal.

In addition, for onsite trips other than the Included Travel (as defined in the Pricing section of Exhibit B) Customer shall be responsible to pay or reimburse Hyland for all customary and reasonable out-of-pocket costs and expenses incurred by Hyland in connection with the performance of onsite services under this Agreement (including fees and expenses relating to travel, meals, lodging and third party vendor registration requirements) in accordance with Hyland's applicable internal policy for the reimbursement of costs and expenses to its employees ("Hyland Expense Policy"). Hyland shall invoice Customer for such reimbursable costs and expenses on a monthly basis, in arrears, and Customer shall pay each such invoice thirty (30) days after invoice date.

In the event of any default by Customer in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any services under this Agreement unless and until such default has been cured.

4.   Ownership Of Work Products, Innovations And Intellectual Property:

<u>Software:</u>   Customer acknowledges and agrees that all elements of the solution created utilizing the configuration tools of the Software are part of the Software and are subject to the terms of the License Agreement.

<u>Work Products Ownership:</u> All items in the nature of computer software, including, source code, object code, scripts, and any components or elements of the foregoing, or items created using the configuration tools of the Software, together with any and all design documents associated with items in the nature of computer software (collectively "Work Products"), that are created, developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of this Agreement shall be the sole and exclusive property of Hyland. Hyland retains all right, title and interest, on an exclusive basis, in all Work Products.

All designs, processes, procedures, methods and innovations (collectively "Innovations") that are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of this Agreement shall be the sole and exclusive property of Hyland.

Hyland shall not be limited or restricted in any way with respect to the assignment or reassignment of its employees, agents, consultants or contractors who have worked on any of the Work Products or Innovations and who have had access to documents delivered under this Agreement. Hyland shall, therefore, be free to use the Work Products and Innovations; provided, however, that Hyland shall not use

any confidential information of Customer in any manner prohibited by any agreement between Hyland and Customer with respect to such confidential information.

THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. Hyland or its suppliers retain on an exclusive basis for itself or themselves all right, title and interest in and to any intellectual property developed, discovered, conceived or introduced by Hyland in the performance of this Agreement, including, but not limited to, all patents, patent applications, copyrights and other intellectual property rights relating to or associated with the Work Products or the Innovations.

Protection Of Work Products: Customer agrees to take all reasonable steps to protect all Work Products and Innovations delivered by Hyland to Customer under this Agreement, and any related documentation, from unauthorized copying or use. If a Work Product consists of software, the source code of such Work Product shall be deemed to include trade secrets of Hyland or its suppliers. The source code and embodied trade secrets are not licensed to Customer. Customer agrees not to modify, disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any such Work Product for any reason.

Limited License: Hyland grants to Customer a limited, non-exclusive and non-assignable license for the duration of the term of the License Agreement to use the Work Products only internally, only in connection with Customer's own data and only in connection with Customer's authorized use of the Software under the License Agreement. Customer may not: (a) make or authorize the making of copies or adaptations of any Work Products. (b) remove any Hyland notices in the Work Products or any copies thereof; (c) sell, transfer, rent, lease, time share or sublicense the Work Products to any third party; or (d) disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any Work Product for any reason.

Modification of Work Products:

(1)   Form of Delivered Work Products. The form in which Hyland delivers Work Products will be determined by Hyland depending on the purpose and functionality of the Work Product.

(2)   Configuration Work Products. If Hyland delivers a Work Product: (a) in the form of (i) source code which is compiled by tools in the Software to machine language form; or (ii) a script; or (b) created using the configuration tools in the Software (a "Configuration Work Product"), then Hyland grants to Customer the limited right to modify the Configuration Work Product, provided such modified Configuration Work Product is used only in compliance with the terms of the limited license to such Work Product granted under this Section.

(3)   Independent Work Products. If Hyland delivers a Work Product which is not a Configuration Work Product (an "Independent Work Product"), then, except as otherwise provided in the last sentence of this paragraph, Customer may not modify such Independent Work Product. If Hyland delivers an Independent Work Product, and Customer desires to obtain the right to modify the Independent Work Product, then the parties may mutually agree that Hyland shall deliver to Customer a copy of the format of the Independent Work Product that is necessary to enable the Customer to complete its modifications, subject to and upon the payment by Customer to Hyland of any additional Professional Services fees as Hyland may charge to prepare and deliver such format. In such case, Hyland grants to Customer the right to modify and, if necessary, compile the delivered format of the Independent Work Product, provided such modified Independent Work Product is used only in compliance with the terms of the limited license to such Work Product granted under this Section.

5.   **Customer's Obligations:**

Assistance And Obligations: Customer agrees that it will cooperate with and assist Hyland in the performance of the services contemplated by this Agreement, will provide such Customer resources as Hyland may reasonably request in connection with Hyland's performance of all contemplated services

(Confidential)

hereunder, in particular personnel of Customer who are knowledgeable regarding the implementation desired by Customer. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Agreement, Hyland's ability to provide the services and meet the schedule set forth in this Agreement may be adversely affected. During any period in which Hyland is performing services hereunder, Customer shall provide to the Hyland project team independent local (onsite) and remote (offsite) access through the use of secure connections such as a network connection, VPN connection or other similar methods and dedicated user accounts with appropriate privileges to the Software, hardware or virtual machines allocated to the Software system. Remote and local access will be granted for all provisioned environments, including production.

Protection of the Customer's Systems: CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

Third Party Software Rights: Notwithstanding any contrary terms, if Customer requests Hyland to perform services on or with respect to any third party software, Customer represents and warrants to Hyland that Customer has all necessary rights to allow Hyland to do so.

6. **Change Order Authorization:**

In the event that additional services are recommended by Hyland or requested in writing by Customer that are outside the scope of this Agreement, a change order will be generated by Hyland. The change order will contain the details of the extension to this Agreement and will contain time and cost estimates. If both parties execute the change order, the change order will be an amendment to this Agreement to cover the items listed in the change order.

7. **Limited Warranty:**

Hyland warrants to Customer that the services provided under this Agreement shall be done in a good and workmanlike manner and substantially according to industry standards. This warranty shall be effective for a period of ninety (90) days following the completion of the services in question ("Warranty Period"). Customer must notify Hyland in writing during the Warranty Period if Customer believes any services do not conform to this warranty. If, after such timely notice from Customer, the services are determined not to conform to this warranty, Hyland's sole obligation, and Customer's sole remedy, shall be for Hyland to use commercially reasonable efforts to attempt to correct any nonconformity. If Hyland is unable to correct any such nonconformities after a reasonable period of time, Customer's sole and entire remedy is termination of this Agreement in exchange for a refund of the amount paid by Customer to Hyland for the portion of the nonconforming services that Hyland is unable to correct. This warranty specifically excludes non-performance issues caused as a result of a hardware or firmware malfunction or defect, software not developed by Hyland, incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations in connection with the project covered by this Agreement.

8. **Disclaimer of Warranties:**

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

9. **Limitation Of Liability:**

HYLAND'S LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE ANY WORK PRODUCTS OR INNOVATIONS, SHALL IN NO EVENT EXCEED THE AMOUNT THAT HAS BEEN ACTUALLY PAID BY CUSTOMER TO HYLAND FOR HYLAND'S PERFORMANCE UNDER THIS AGREEMENT.

IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION, THE COST OF RECOVERING SUCH DATA OR INFORMATION, OR THE COST OF SUBSTITUTE SERVICES OR WORK PRODUCTS, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

10. **Force Majeure:**

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

11.   Governing Law:

This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Illinois U.S.A. (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof.

12.   Confidential Information:

"Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without breach of its obligations.

Each party agrees that, with respect to the Confidential Information of the other party, such party (and its employees, agents, consultants, contractors and representatives) as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order.

13.   Binding Effect And Assignments:

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall not constitute an assignment under the terms of this provision; however, in the event of any such acquisition, the acquired partly shall notify the other party in writing and shall require the acquiror to assume all obligations of the acquired party under this Agreement. The non-assigning party shall have the option, in its sole discretion, to terminate this Agreement by written notice within thirty (30) days after receipt of notice of such acquisition, without liability or penalty to any party. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

14.   Entire Agreement:

This Agreement (including the exhibits and schedules attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. All purchase orders submitted shall be subject solely to the terms of this Agreement and the additional terms contained in any invoice delivered by Hyland, and any preprinted terms on any purchase order form used for the convenience of Customer are objected to and shall not alter or amend the terms of this Agreement or any such invoice.

15.   Transmittal And Delivery Of Accepted Agreement:

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

IN WITNESS WHEREOF, the undersigned have mutually agreed upon and entered into this Upgrade Services Agreement as of the day and year first above written.

LAKE COUNTY FOREST PRESERVE DISTRICT

By:

Print Name:

Title:

Date:

HYLAND SOFTWARE, INC.

By: D. Timothy Pembridge

Print Name: D. Timothy Pembridge

Title: V.P, General Counsel

Date: 4/1/2016

Hyland Legal

Approved By:

Date:

EXHIBIT A

INITIAL SOFTWARE

Product Name	Quantity	Software license fees
Multi-User Server	1	$4,030.22
Unity Client Server	1	$8,060.45
Unity Forms	1	$0.00
Web Server	1	$8,060.45
Concurrent Client	50	$48,362.50
Workflow Concurrent Client SL	20	$35,465.80
Document Import Processor	1	$4,030.22
Records Management	1	$16,120.90
Application Enabler *(per enabled application)*	1	$12,090.68
Production Document Imaging (Kofax or TWAIN)	1	$4,030.22
Production Document Imaging (Kofax or TWAIN)	4	$6,448.36
Full-Text Indexing for Autonomy IDOL	1	$8,060.45
Full-Text Indexing Concurrent Client for IDOL	20	$4,836.20
Integration for ESRI ArcGIS Server	1	$8,060.45
Agenda Core / Client (6-20): *PDF Framework Conversion Framework for Aspose EDM Services Agenda Core Minutes*	1	$12,500.00
Integration for Microsoft Outlook 2010	1	$4,030.22
Bar Code Recognition Server	1	$4,030.22
Software Total		**$185,799.20**
Like for Like Credit		**($185,799.20)**

(Confidential)

<u>EXHIBIT B</u>

SERVICES PROPOSAL

Hyland
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PROFESSIONAL SERVICES PROPOSAL

Lake County Forest Preserve

Document Version: 5

Document Date: 22-Jan-2016

THIS PROPOSAL IS VALID FOR A PERIOD OF **90** DAYS FROM THE ABOVE DATE.

RFS# XXXXXXX (a Hyland Software internal request tracking number)

TABLE OF CONTENTS

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INTRODUCTION

The purpose of this document is to define the goals, scope, and important details supporting the delivery of professional services related to one or more projects defined in the Project Areas section. This document is used by Hyland Software to provide services estimates applicable to the current stage of a project.

PROPOSAL TERMS & USAGE

This proposal describes the services offered to Customer in conjunction with the use of the Software for Customer.

The Hyland solution delivery team will contact Customer project team to discuss project logistics and potential start dates. Once a project start date has been determined, resources will be assigned and scheduled to begin delivery of the services described in this proposal.

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PROJECT AREAS

Phase 1 – Software Implementation and Document Management

Scope

Hyland will provide services to discover and implement an OnBase "Software" solution within Customer's organization. Hyland will work on site with Customer's project resources and business area subject matter experts to identify document capture, indexing, retrieval, and integration requirements.

Hyland will install the following: (a) One (1) database instance, one (1) Application Server, one (1) Web Server, one (1) File Server, and one (1) Processing Server for each of Customer's Production environment and Test environment for subsequent phases of this project; and (b) Software license as defined in the license certificate.

Hyland will configure OnBase disk groups and document types to support the Marketing, Human Resources, Finance, Land Acquisition, Natural Resource, Planning, Education, Development, Risk Management, Executive, Facilities, Operations, Public Safety and Administration departments. Hyland will create additional document types for each named department as described below. Hyland will create auto name strings which will include a keyword value so when viewing a retrieval list, users will be able to easily see the keyword values. Hyland will also configure Electronic Document Management Services (EDMS) to allow users to see versions and revisions of a document letting the users know if the document is a revision to the original document.

Cabinet	Folders	Files
Preserves	196	211
Applications	57	3129
Human_Resources	15	4
Risk_Management	12	12
HR_Action	10	8
Certificates_of_Insurance	6	1
HR_Travel_Expense	3	3
Image	3	25
Vendor	2	1
HR_NewUser	1	1
Images_Secured	1	1

Marketing
Hyland will create up to five (5) document types to support the marketing solution including Images, Secured Images and full text searchable Historical Publications.

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Hyland will create a system workflow to apply a watermark to documents indexed with designated keywords. This workflow will watermark and save the original uploaded as the Secured Images document type and the watermarked image will remain accessible in the Images document type.

Human Resources
Hyland will create up to ten (10) document types to support the Human Resources solution along with an employee folder structure consisting of a primary employee folder which may have up to five (5) sub-folders for organizing employee documents.

Finance
Hyland will create up to ten (10) document types to support the Finance solution. Hyland will configure Application Enabler to provide retrieval options within MUNIS. All documents retrieved must be first indexed and stored within OnBase to be retrievable via Application Enabler in the MUNIS application. Hyland will configure up to five (5) screens within MUNIS to allow for OnBase document retrieval.

Hyland will configure the virtual print driver to enable users to "print" directly to OnBase and index any documents that need to be stored within the system. Hyland will also configure up to five (5) stamps to be used on Finance documents to indicate the status of the document such as "PAID", "INVOICED", etc. The notes functionality will also be available for staff to add notes specific to individual documents.

Administration
Hyland will create up to five (5) document types to support the administration solution along with an archive that is full text searchable, including historical documents such as agendas, minutes, staff reports and other recorded actions of the board to organize administration documents.

Natural Resources
Hyland will create up to five (5) document types to support the Natural Resources solution.

Planning
Hyland will create up to five (5) document types to support the Planning solution.

Education
Hyland will create up to five (5) document types to support the Education solution.

Development
Hyland will create up to five (5) document types to support the Development solution.

Risk Management
Hyland will create up to five (5) document types to support the Risk Management solution.

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Executive
Hyland will create up to five (5) document types to support the Executive solution.

Facilities
Hyland will create up to five (5) document types to support the Facilities solution.

Operations
Hyland will create up to five (5) document types to support the Operations solution.

Public Safety
Hyland will create up to five (5) document types to support the Public Safety solution.

Workflow and Forms
Hyland will create and deliver the following forms and workflows.

HR Action
The HR Action process will begin with a Unity form that will provide the fields represented in Appendix A of this Proposal. The Unity form will include the Unity signature feature where signature blocks are indicated. This HR Action form will initiate the HR Action Workflow Life Cycle that will follow the diagram included in Appendix A.

HR Action Seasonal Temp
The HR Action Seasonal Temp process will begin with a Unity form that will provide the fields represented in Appendix A of this Proposal. The Unity form will include the Unity signature feature where signature blocks are indicated. This HR Action Seasonal Temp form will initiate the HR Action Seasonal Temp Workflow Life Cycle that will follow the diagram included in Appendix A.

Training

Upon completion of Phase 1, Hyland will provide the training described below:

Hyland will provide one (1) solution administration guide and one (1) day of training to the OnBase administrator to identify solution specific tasks required to be performed to maintain the solution in an optimal manner.

Hyland will also provide one System Administration training course to the OnBase System administrator. This level of training will be focused on the general use, maintenance, and administration of OnBase. This training should be scheduled through http://training.onbase.com and will occur in a classroom setting at Hyland or Online.

Hyland will provide up to two (2) days of training with the scanning processors. This training will consist of walking through the business process with the scanners and

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will demonstrate scanning, indexing, and managing batches within the scanner interface.

Also as part of this proposal, Hyland will use a train the trainer methodology and provide up to three (3) days of solution training to Customer's identified trainers, up to a maximum of three (3) trainers. These designated trainers will then provide training to end users and answer questions about the solution. This level of training can then be focused on solution specific training using OnBase in their day to day business processes.

Testing and Support

Hyland will implement and perform solution unit testing to test software functionality in accordance with the Documentation, as defined in the Software Maintenance Agreement. Upon completion of Hyland's unit testing, Hyland will support Customer for up to forty (40) hours over two (2) weeks to complete business process testing.

Once the solution is being used in a production capacity Hyland will provide up to twenty-four (24) hours of onsite support, which shall be provided in contiguous days, and will include support relating to the migration of the configured solution from test into production.

Types of Services included in this Phase (as described below in the section entitled "DESCRIPTION OF SERVICES")
Implementation, Project Management

Deliverables
Solution Administration Guide

Assumptions
This proposal is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.
   a. Project start date(s) are subject to a mutually agreed upon schedule after execution of contract;
   b. Each deliverable created during this project will use Hyland's standard deliverable templates. Customer-requested changes to the deliverable template will increase project costs or introduce timeline delays.
   c. Initial implementation of Software will be configured and tested in the production environment;
   d. Hyland is not responsible for the deployment/installation of Software on end user workstations. The Technical Consultant 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 roll-out Software to end user workstations;

e. Hyland is not responsible for the installation and configuration of third party software;

f. As detailed above, Hyland will provide the specified training as part of this proposal. Customer may request additional hours for such service under a future agreement;

g. As detailed above, Hyland will provide the specified support for testing the solution. Customer may request additional hours for such service under a future agreement;

h. As detailed above, Hyland will provide the specified support for go live. Customer may request additional hours for such service under a future agreement.

i. One (1) prototype demonstration is estimated for this proposal at which point customer discussion and feedback are welcome and encouraged. Additional prototype demonstrations may be requested by the Customer and are not included in this proposal;

j. Customer is responsible for providing a knowledgeable resource(s) familiar with the MUNIS application to answer questions, navigate through the application, identify, confirm, and decide the screens to be enabled for OnBase document retrieval or make changes to configuration or setup if requested and deemed necessary; and

k. Customer fulfills its responsibilities and obligations hereunder, as described in the section below entitled "Customer Responsibilities/Obligations."

Project Exclusions

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

a. Conversions from third party systems;
b. Integrations with third party systems not mentioned above; and
c. Records Management Configuration;

Phase 2 – Land Acquisition - ESRI ArcGIS Integration

Scope

Hyland will provide an integration with Customer's ESRI ArcGIS software. The Integration for ESRI ArcGIS Desktop will be configured allow users to retrieve and upload OnBase content utilizing an HTML5 solution integrating with ESRI's WebApp Builder web mapping application built using ESRI's ArcGIS Desktop. The content displayed will be displayed in the OnBase web viewer without leaving the web mapping application's interface. Phase 2 may be executed in parallel with Phase 3.

Training

Upon completion of Phase 2, Hyland will provide the training described below:

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Hyland will provide one (1) solution administration guide and one (1) day of training to the OnBase administrator to identify solution specific tasks required to maintain the solution in an optimal manner.

Also as part of this proposal, Hyland will use a train the trainer methodology and provide up to three (3) days of solution training to Customer's identified trainers, up to a maximum number of three (3) trainers. These designated trainers will then provide training to end users and answer questions about the solution. This level of training can then be focused on solution specific training using OnBase in their day to day business processes.

Testing and Support

Hyland will implement and perform unit testing for the solution to test software functionality. Upon completion of Hyland's unit testing, Hyland will support Customer for up to forty (40) hours over two (2) weeks to complete business process testing.

Hyland is not responsible for business process testing to ensure that the provided solution meets the business requirements.

Once the solution is being used in a production capacity Hyland will provide up to twenty-four (24) hours of onsite support, which shall be provided in contiguous days, and will include support relating to the migration of the configured solution from test into production.

Types of Services included in this Phase (as described below in the section entitled "DESCRIPTION OF SERVICES")

Implementation

Deliverables
Solution Administration Guide

Assumptions
This proposal is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.
  a. Project start date(s) are subject to a mutually agreed upon schedule after execution of contract;
  b. Each deliverable created during this project will use Hyland's standard deliverable templates. Customer-requested changes to the deliverable template will increase project costs or introduce timeline delays.
  c. Customer is responsible for providing a knowledgeable resource(s) familiar with ESRI ArcGIS application to answer questions, navigate

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through the application, or make changes to configuration or setup if requested and deemed necessary;

d. Customer is responsible for providing existing map files and layers to be used in the proposed solution;

e. Customer is responsible for loading and indexing all files to be made available through the integration using keywords/indexes such as "APN";

f. Hyland is not responsible for making changes to Customer's' ESRI application;

g. Integration for ESRI ArcGIS Desktop will be delivered with functionality available in the preconfigured module;

h. As detailed above, Hyland will provide the specified training as part of this proposal. Customer may request additional hours for such service under a future agreement;

i. As detailed above Hyland will provide the specified support for testing the solution. Customer may request additional hours for such service under a future agreement; and

j. As detailed above, Hyland will provide the specified support for go live. Customer may request additional hours for such service under a future agreement.

k. Customer fulfills its responsibilities and obligations hereunder, as described in the section below entitled "Customer Responsibilities/Obligations."

PHASE 3 – AGENDA MANAGEMENT SOLUTION

Scope

Hyland will provide services to Customer to discover and implement an Agenda Management solution. Services will include requirements gathering where Hyland will work with Customer's business analyst and agenda coordinator as well as other key subject matter experts in defining the scope of the solution.

Hyland will configure one item type template for Agenda Item Submission and up to ten (10) agenda / meeting type templates.

Changes to the business process or automation considerations may impact the work effort estimated within this proposal resulting in further analysis and discussions and possibly a change order.

The solution will allow for the creation of agenda items in Software. Once the agenda item is created, it will follow the process identified in Appendix A for Committee. Upon completion of approvals, the document will be finalized. The document will then be available for the web group to upload the document to a web site. OnBase Agenda Online will allow for the published agenda to be available for public access.

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Committee Workflow Requirements

Hyland will create one (1) Agenda Item Unity Form that will facilitate the creation of agenda items for the Agenda Meeting Types. This form will include the following fields:

- Meeting Type
- Target Meeting Date
- Item Type
- Title/Caption
- Department
- Does Item Require Financial Review? (yes/no dataset)
- Additional Reviewer (Dataset of Workflow Roles)

Upon completion of the form the Committee Approval workflow will be started. This workflow will contain the following steps for item approval. Please see Appendix A for a visual diagram of the workflow.

- Originator Step
  - Will be able to review/edit the agenda item form
  - Will be able to add/edit/revise attachments to the agenda item form
  - Will be able to create/participate in Discussion threads
  - Will have the following routing options:
    - Send to Department Executive Assistant
    - Remove from Workflow
- Department Executive Assistant Step
  - Will be able to review/edit the agenda item form
  - Will be able to add/edit/revise attachments to the agenda item form
  - Will be able to create/participate in Discussion threads
  - Will have the following routing options:
    - Return to Originator Step
    - Send to Department Director Step
- Department Director Step
  - Will be able to review/edit the agenda item form
  - Will be able to add/edit/revise attachments to the agenda item form
  - Will be able to create/participate in Discussion threads
  - Will have the following routing options:
    - Return to Executive Assistant Step
    - Approve (Send to Director of Finance Step or Chief Operations Officer Step based on Finance Review Form value)
    - Send to Additional Reviewer
- Director of Finance Step
  - Will be able to review/edit the agenda item form

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- o Will be able to add/edit/revise attachments to the agenda item form
- o Will be able to create/participate in Discussion threads
- o Will have the following routing options:
  - Approve (Send to Chief Operations Officer)
  - Send to Additional Reviewer
  - Return to Department Director Step
- Chief Operations Officer Step
  - o Will be able to review/edit the agenda item form
  - o Will be able to add/edit/revise attachments to the agenda item form
  - o Will be able to create/participate in Discussion threads
  - o Will have the following routing options:
    - Approve (Send to Committee Secretary Step)
    - Send to Additional Reviewer
    - Reject (Send to Director of Finance Step or Department Director Step based on the Finance Review form value)
- Committee Secretary Step
  - o Will be able to review/edit the agenda item form
  - o Will be able to add/edit/revise attachments to the agenda item form
  - o Will be able to create/participate in Discussion threads
  - o Will have the following routing options:
    - Send to Legal Counsel Step
    - Send to Additional Reviewer
    - Complete/Place on Agenda
- Legal Counsel Step
  - o Will be able to review/edit the agenda item form
  - o Will be able to add/edit/revise attachments to the agenda item form
  - o Will be able to create/participate in Discussion threads
  - o Will have the following routing options:
    - Return to Committee Secretary Step
- Additional Reviewer Step
  - o Will be able to review/edit the agenda item form
  - o Will be able to add/edit/revise attachments to the agenda item form
  - o Will be able to create/participate in Discussion threads
  - o Will have the following routing options:
    - Return to previous user

Training

Upon completion of Phase 3, Hyland will provide the training described below:

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Hyland will provide on (1) solution administration guide and one (1) day of training to the OnBase administrator to identify solution specific tasks required to maintain the solution in an optimal manner.

Also as part of this proposal, Hyland will use a train the trainer methodology and provide up to three (3) days of solution training to Customer's identified trainers, up to a maximum of three (3) trainers. These designated trainers will then provide training to end users and answer questions about the solution. This level of training can then be focused on solution specific training using OnBase in their day to day business processes.

Testing and Support
Hyland will implement and perform unit testing for the solution to test software functionality. Upon completion of Hyland's unit testing, Hyland will support Customer for up to forty (40) hours over two (2) weeks to complete business process testing.

Hyland is not responsible for business process testing to ensure that the provided solution meets the business requirements.

Once the solution is being used in a production capacity Hyland will provide up to twenty-four (24) hours of onsite support, which shall be provided in contiguous days, and will include support relating to the migration of the configured solution from test into production.

Types of Services included in this Phase (as described below in the section entitled "DESCRIPTION OF SERVICES")
Implementation, Project Management

Deliverables
Solution Administration Guide

Assumptions
This proposal is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.
a. Project start date(s) are subject to a mutually agreed upon schedule after execution of contract;
b. Each deliverable created during this project will use Hyland's standard deliverable templates. Customer-requested changes to the deliverable template will increase project costs or introduce timeline delays.
c. Customer has a functioning non-production environment (e.g. Test) in which to develop and test the solution
d. Customer is responsible for updating any other environments outside of test and production to the appropriate version and configuration of Software;

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e. This proposal is based on OnBase version 15 or greater to allow for all requirements identified in the scope to be valid;

f. Hyland will make reasonable efforts to mimic the existing templates as closely as possible; however, Customer recognizes minor changes may be required based on the ability of OnBase and Customer specific requirements;

g. Customer is responsible to perform the bookmarking process outside the existing agenda software;

h. Customer will be responsible for manually adding all appropriate supporting documents to the agenda packet;

i. As detailed above, Hyland will provide the specified training as part of this proposal. Customer may request additional hours for such service under a future agreement;

j. As detailed above Hyland will provide the specified support for testing the solution. Customer may request additional hours for such service under a future agreement; and

k. As detailed above, Hyland will provide the specified support for go live. Customer may request additional hours for such service under a future agreement.

l. Customer fulfills its responsibilities and obligations hereunder, as described in the section below entitled "Customer Responsibilities/Obligations."

Project Exclusions
The following items are considered out of scope for this engagement:
a. Conversions from third party systems;
b. Integrations with third party systems;
c. Video recording and streaming;
d. Signature pad interface or mobile accessibility; and
e. Contracts management solution or integrations.

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DESCRIPTION OF SERVICES

The types of services outlined below are included in one or more of the project areas covered in this services proposal, and are encompassed in Hyland's standard engagement methodology. Please refer to the specific project described in the Project Areas section of this document to determine which of these services are in scope for a particular project.

1. **Implementation**
   a. Solution Design: Hyland designs the solution based on its best practices and the information gathered as part of discovery;
   b. Solution Implementation: Hyland configures the software in accordance with the solution design;
   c. Solution Unit Testing: Hyland will test software functionality as it pertains to the configured solution. Upon completion of unit testing and incorporation of any changes to the solution, Hyland will inform the Customer unit testing is complete;
   d. Training: The Hyland team trains the customer's designated system administrators, testers, and trainers responsible for educating their user-community. This training is oriented towards the Customer's specific solution, and therefore, foundational Software training is expected to have been completed by the Customer's resources prior to receiving this solution-specific training and knowledge-transfer;
   e. Customer Testing Support: Hyland will support the Customer's testing of the configured solution. Customer-created business test cases are used by Customer's resources to test the Solution. Customer should prepare for these activities by defining test plans and scripts early in the project process.
   f. Administrator Manual Generation: Hyland will compose a manual specific to the configured solution, which provides guidance to the Customer's system administrators on the support and maintenance of the solution;
   g. Solution Migration: Hyland will migrate the Solution from the environment used for testing to the production environment; and
   h. Go Live Support: Hyland will provide support to the Customer during initial production usage of the Solution to address issues and answer questions from the Customer.

2. **Project Management**
Project Management services cover the overall management and coordination of Hyland team resources, project plan, scope, issues and general coordination of solution delivery. The Hyland Project Manager will:
   a. Create and maintain project documentation, including a detailed project plan that defines the overall work effort, objectives and timelines, project issue list, and change requests;
   b. Coordinate and facilitate project meetings including scheduled status meetings;

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c. Produce a status report which outlines the current project progress, open issues and owners;

d. Coordinate activities with Customer's designated project manager to facilitate successful management of the project within the defined scope; and

e. Provide supporting activities as appropriate/requested.

CUSTOMER RESPONSIBILITIES/OBLIGATIONS

To facilitate Hyland's performance of the above services, Customer agrees to the following:

1. **Project Management**

   Customer will provide a single point of contact whose responsibilities include but are not limited to:

   a. Collaboration with Hyland resources on the project schedule;

   b. Coordination of key departmental decision maker(s), subject matter expert(s), end-user representative(s), third party software application resources, project team representative(s) related to the project area, steering committee, project sponsorship;

   c. Facilitate timely decision making and resolution of issues;

   d. Coordination of Customer resources for the testing and regression testing cycles of the configured Software solution;

   e. Tracking and reporting test results; and

   f. Arrange for physical workspace and tools (desks, meeting rooms, training rooms, conference phones, etc.) for duration of the project to accommodate scheduled onsite activities.

2. **Installation and Deployment**

   a. Properly setup environment in accordance with Hyland's prerequisites. Setup will consist of the installation, configuration, and administration of, but not limited to, all hardware and operating systems, database instance(s), networking, and required third-party software;

   b. Local and remote access through the use of dedicated user account(s) with appropriate privileges to the Software and relevant third party systems for the engaged Hyland project team;

   c. Setup, execution, and validation of the database maintenance plan for each Software instance;

   d. Perform routine scheduled backups and maintain disaster recovery and contingency plans;

   e. Packaging and deployment of the client Software. Deployment of supporting client hardware (e.g. scanner, signature device) and related third party software (e.g. drivers, licenses) for the Software solution;

   f. All scanning devices (MFP, MFD, high volume scanners) will be installed, configured and performing to manufacturer's specifications;

   g. The same scanner make/model used in production-level scanning will be available in the test environment;

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h. Customer will have at least one (1) non-production environment for installation and deployment;
i. Customer is responsible for the installation or configuration of third party software;
j. All necessary components including, but not limited to, power, lighting, network connections and environment controls deemed necessary for the proper functioning of the system;
k. Installation and support of all hardware and operating, database, and application software; and
l. Customer will provide systems access and include third-party vendors or subject /technical matter experts as required.

3. **Testing/Training**
   a. At least one (1) Software system administrator will or has attended system administrator training and will participate actively in the entire project lifecycle for knowledge transfer. The Customer system administrator will support all Software environments, and solutions;
   b. At least one (1) Workflow administrator will or has attended Software Introduction to Workflow training, at Customer's expense, and will participate actively in the entire project lifecycle for knowledge transfer. The Customer Workflow administrator will support all Software environments, and solutions;
   c. Setup of the Software testing/training workstation(s) (e.g. PC and scanner) including the installation of all necessary software;
   d. Customer is responsible for the creation, development and execution of test cases;
   e. Customer will commit a minimum of eight (8) working hours per day to testing the Solution during the Customer Testing Support phase, which may be performed by multiple Customer personnel; and
   f. Customer is responsible for end-user training on the use of the Software.

4. **Project Personnel**
   a. Customer will assign a project sponsor, who will be actively involved in the project and is the final escalation point for all issues and decisions;
   b. Customer is responsible for designating the appropriate Customer personnel to attend and contribute to all project meetings for the duration of the project;
   c. Customer is responsible for timely completion of deliverables and action items throughout the course of the project;
   d. Customer project resources will not change through the duration of the project;
   e. Customer will assign and Hyland will have access to the appropriate business process owners and resources for the project in a timely manner when requested;
   f. Database administrator, network administrator, subject matter experts, etc., will be available in a timely manner on an as-needed basis;
   g. Customer will assign and Hyland will have access to the appropriate technical resources for the project in a timely manner when requested;

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h. At least one (1) Information Services ("IS") / Information Technology ("IT") representative to assist with the installation with regards to network and system administration; and

i. At least one (1) Software Administrator to assist in establishing network rights to appropriate disk groups on Customer's file servers for Customer's users.

The parties acknowledge and agree failure to meet responsibilities noted above will likely affect project duration, cost, or quality in the execution and completion of services.

PRICING

Customer acknowledges that the services costs are based solely on the information provided to Hyland and referenced in the above project area(s).

Project Name	Price Type	# of Resources	Amount
Phase 1 – Software Implementation and Document Management	Fixed	1	
Phase 2 – Land Acquisition – ESRI ArcGIS Integration	Fixed	1	
Phase 3 – Agenda Management Solution	Fixed	1	
Total			$64,140.88

Note: This proposal includes expenses for three (3) trips onsite (the "included Travel"). The Included Travel is comprised of an onsite Kick Off meeting for the project (for which four days are allocated, including travel), an onsite visit to perform User Training (for which three days are allocated, including travel) and an onsite visit for Go Live Support (for which three days are allocated, including travel). Additional onsite trips may be arranged by mutual agreement, throughout the execution of this services proposal. All travel expenses for onsite visits other than the Included Travel will be billed to the Customer as incurred.

Payment: the total fixed price will be invoiced by Hyland to Customer upon the earlier of Hyland's completion of the Phase 3 solution or any use of any portion of the Phase 3 solution in a production environment.

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Lake County Forest Preserve District

HUMAN RESOURCES ACTION

EMPLOYEE

Name: _____ **Job Title:** _____ **Salary Grade:** _____ **Department:** _____	**Action Type:**	New Hire ☐ Rehire ☐	☐ Change	☐ Separation
	Status:	Full-time ☐	Part-time ☐	Temporary ☐
	Anticipated Effective Date _____		**Actual Effective Date** _____	

NEW HIRE

Rate of Pay: $ _____ **Salary Range:** **Min.** $ _____ **Mid.** $ _____ **Max.** $ _____

Position Number: _____ **Fund Code:** _____ **Temporary From:** _____ **To** _____

EMPLOYEE STATUS CHANGE ☐ Full-time ☐ Part-time ☐ Temp

Title:_____ **Department:**_____ **Position Number:**_____

SALARY CHANGE

Current Rate: $_____ **New Rate:** $_____ **$ Change:**_____ **% Change:**_____ % **Bonus:**_____

Salary Range: **Min.** $_____ **Mid.** $_____ **Max.** $_____

SEPARATION

Last Day Worked: _____ **Separation Date:** _____ ☐ Temp Employee ☐ Voluntary ☐ Involuntary
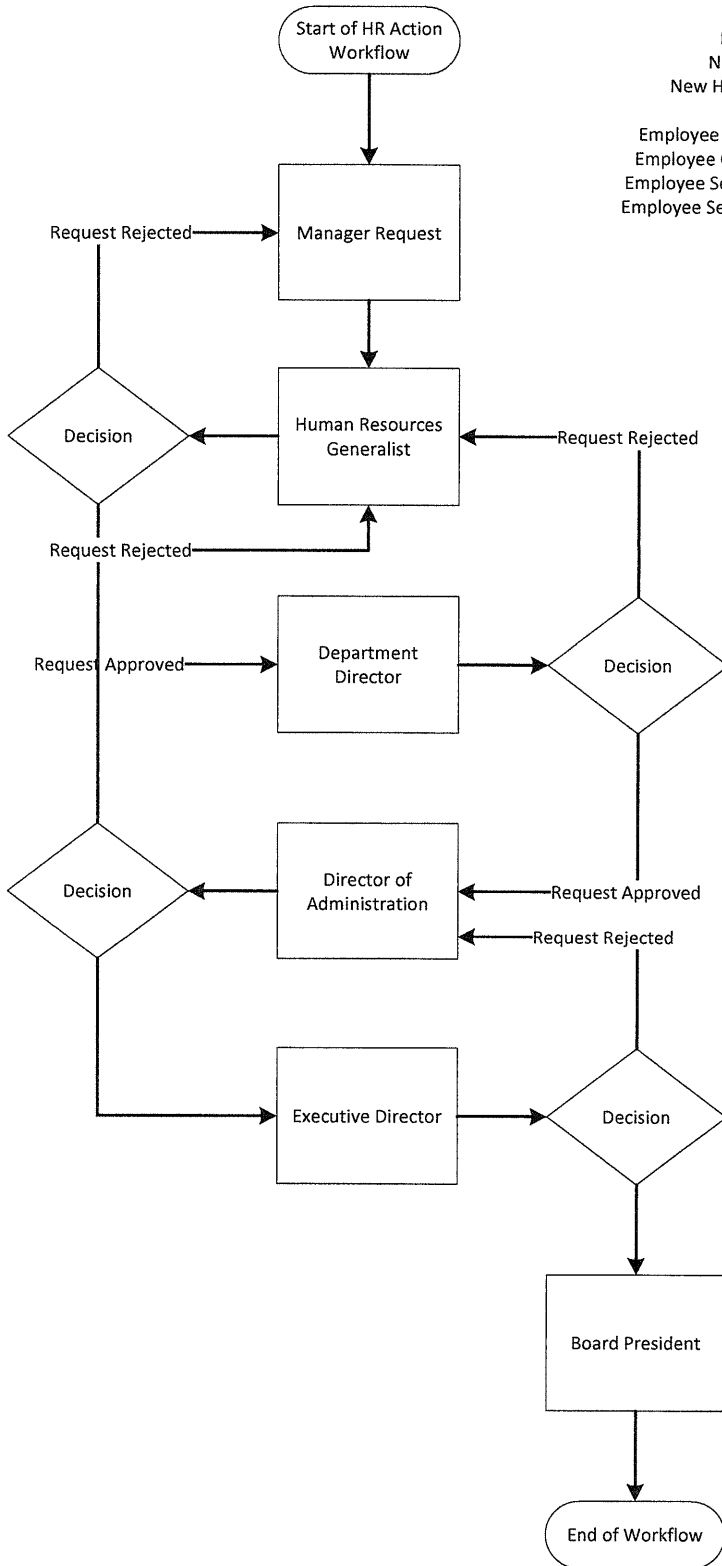
REASON / ADDITIONAL NOTES

_____

_____

_____

APPROVED:

X̶ Double-Click to Sign

X̶ Double-Click to Sign

Department Director   Date   **Director Administration Date**

X̶ Double-Click to Sign

X̶ Double-Click to Sign

Executive Director   Date   **President** *(required for full time new hires)* **Date**

HR Use Only:

X̶ Double-Click to Sign

_____
HR Review

_____
Payroll

_____
LTR

_____
IMRF

_____
CARD

Revised 10/26/12

Start of HR Action Workflow

Manager Request

Request Rejected

Decision

Human Resources Generalist

Request Rejected

Request Rejected

Request Approved

Department Director

Decision

Decision

Director of Administration

Request Approved

Request Rejected

Executive Director

Decision

Board President

End of Workflow

New Hire HR Action Form

New Hire Full Time – Workflow ends with Board President
New Hire Part Time – Workflow ends with Executive Director
New Hire Temporary – Workflow ends with Director of Administration

Employee Change Full and Part Time – Workflow ends with Executive Director
Employee Change Temporary – Workflow ends with Director of Administration
Employee Separation Full and Part Time – Workflow ends with Executive Director
Employee Separation Temporary – Workflow ends with Director of Administration
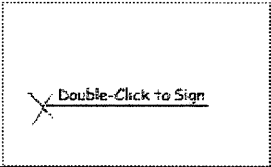
Lake County Forest Preserve District

HUMAN RESOURCES ACTION

EMPLOYEE

Name: _____ **Job Title:** _____ **Salary Grade:** _____ **Department:** _____	**Action Type:**	☒Separation		☒Temporary	
	Anticipated Effective Date ____		**Actual Effective Date** ____		

SEPARATION

Last Day Worked: _____ **Separation Date:** _____

Reason: ☐ End of Season   ☐ Return to School   ☐ Voluntary Resignation

---

APPROVED:

X _Double-Click to Sign_

_____

Senior Human Resource Generalist   *Date*

HR Use Only:

_____
Payroll

_____
IMRF

_____
CARD

HR Seasonal Temporary Employee Separation
(HR Internal Document)

Workflow Start → Document Originator → Human Resources Generalist → Workflow End
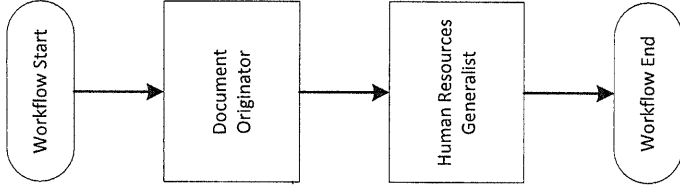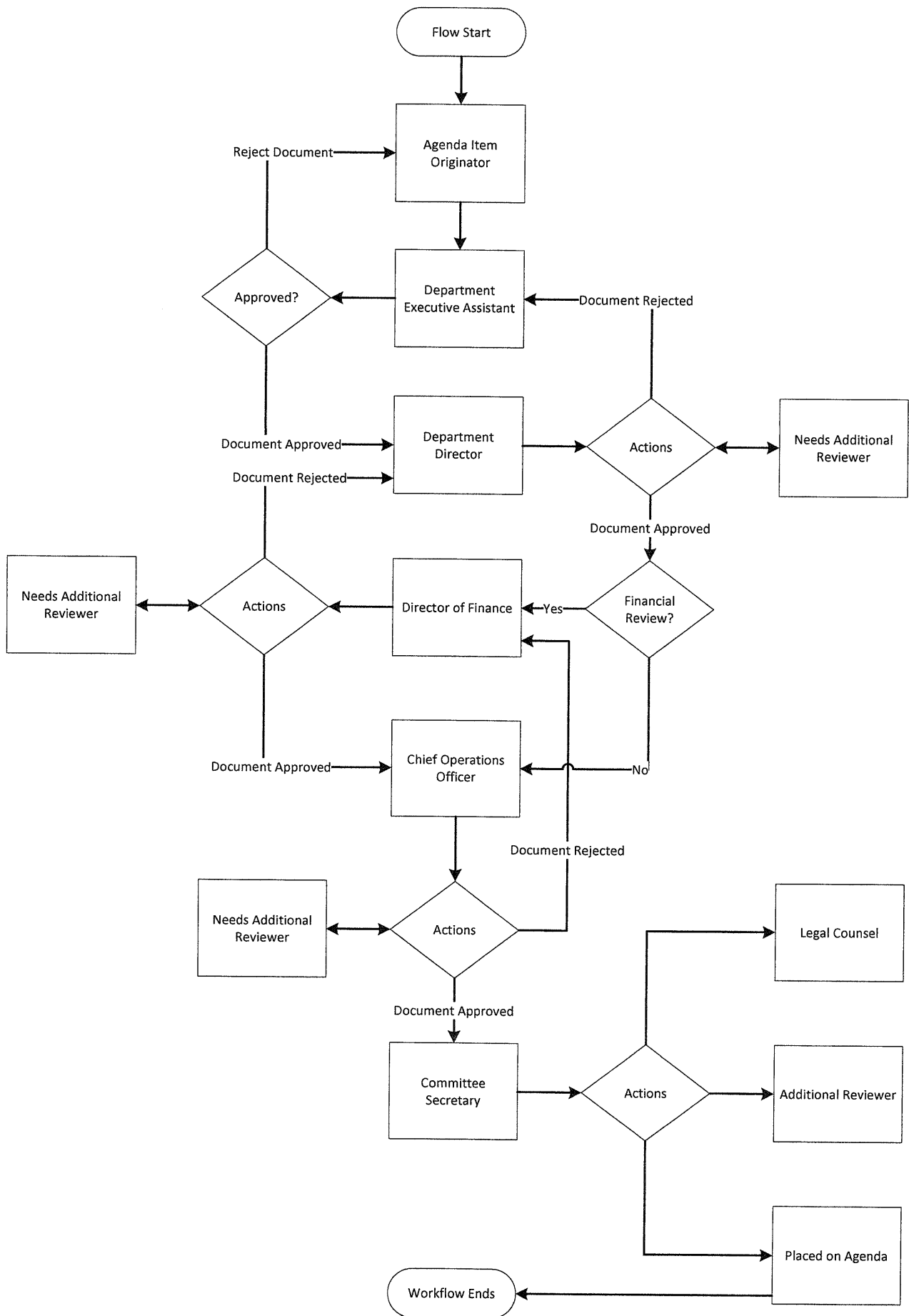
EXHIBIT C

MAINTENANCE AGREEMENT

SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") is made and entered into effective as of the date this Agreement is signed by the last party that signs, as determined based upon the dates set forth after their respective signatures (the "Effective Date"), by and between Hyland Software, Inc., with its principal offices at 28500 Clemens Road, Westlake, Ohio 44145 ("Hyland"), and Lake County Forest Preserve District, with its principal offices at 1899 West Winchester Road, Libertyville, IL 60048("Licensee").

RECITAL:

Hyland has licensed to Licensee the Software listed on Attachment A, attached hereto (the "Initial Software"), subject to Licensee's acceptance of the license terms that are included in the packaging with the Initial Software upon delivery and/or are included at the "Login" screen and in the Help Menu of the Initial Software (as the same may be amended or modified from time to time, the "EULA") and Licensee desires to purchase, and Hyland is willing to provide, Maintenance and Support for such Initial Software, and such other Software as Licensee may subsequently license under the EULA, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties mutually agree as follows:

1. **DEFINED TERMS.** The following terms shall have the meanings set forth below for all purposes of this Agreement:

(a) Annual Maintenance Fees. "Annual Maintenance Fees" means the amounts charged by Hyland and payable by Licensee for Maintenance and Support of Supported Software for a maintenance period.

(b) Documentation. "Documentation" means the "Help Files" included in the Software which relate to the functional, operational or performance characteristics of the Software.

(c) Error. "Error" means any defect or condition inherent in the Software which is reported by Licensee in accordance with this Agreement and which is confirmed by Hyland, and that causes the Software to fail to function in all material respects as described in the Documentation.

(d) Error Correction Services. "Error Correction Services" means Hyland's services described in Section 2.1(b).

(e) EULA. "EULA" is defined in the recital to this Agreement.

(f) Initial Maintenance Period. "Initial Maintenance Period" means the twelve (12) month period that begins on the earlier of: (1) the date Licensee (or Hyland at Licensee's direction) actually applies the initial Production Certificate to the Initial Software; or (2) the sixtieth (60th) day after the Production Certificate is first made available to Licensee for electronic download by Hyland.

(g) Maintenance and Support. "Maintenance and Support" means for Supported Software: (A) Error Correction Services, (B) Technical Support Services, and (C) the availability of Upgrades and Enhancements in accordance with Section 2.1(d).

(h) Software. "Software" means (1) the Initial Software and such other Hyland proprietary software products for which Licensee submits a written purchase order to Hyland that Hyland accepts and fulfills, including, in each case, third party software bundled by Hyland together with Hyland's proprietary software products as a unified product; and (2) all Upgrades and Enhancements of the software products described in clause (1) which Licensee properly obtains pursuant to the terms of Section 2.1(d) of this Agreement.

(i) Supported Software; Retired Software. At any particular time during a maintenance period covered by this Agreement: (1) "Supported Software" means the current released version of the Software licensed

by Licensee from Hyland and any other version of such Software that is not Retired Software; and (2) "Retired Software" means any version of the Software licensed by Licensee from Hyland under this Agreement which is identified as being retired on Hyland's applicable secure end user web site. Hyland will specify on its end user web site Software versions which become Retired Software. The effective date of such change will be twelve (12) months from the date Hyland initially posts the status change on its end user web site.

(j)   Technical Support Services. "Technical Support Services" means Hyland's services described in Section 2.1(a).

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

2.   MAINTENANCE AND SUPPORT.

2.1   Maintenance and Support Terms. Subject to Licensee's payment of the applicable Annual Maintenance Fees, Hyland will provide Maintenance and Support during the hours described on Attachment B.

(a)   Technical Support Services. Hyland will provide telephone or online Technical Support Services related to problems reported by Licensee and associated with the operation of any Supported Software, including assistance and advice related to the operation of the Supported Software. Technical Support Services are not available for Retired Software.

(b)   Error Correction Services. With respect to any Errors in the Supported Software which are reported by Licensee and which are confirmed by Hyland, in the exercise of its reasonable judgment, Hyland will use its commercially reasonable efforts to correct the Error, which may be effected by a commercially reasonable workaround. Hyland shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Licensee. Hyland may elect to correct the Error in the current available or in the next available commercially released version of the Supported Software and require Licensee to implement an Upgrade and Enhancement to the version selected by Hyland in order to obtain the correction. Error Correction Services are not available for Retired Software.

(c)   Reporting Policies and Procedures. In requesting Maintenance and Support services, Licensee will report any problems or questions related to the operation of any Supported Software in accordance with Hyland's then-applicable reporting policies and in accordance with Section 2.1(b) above. Hyland's current policies require Licensee to report by telephone, using Hyland's regular technical support telephone line, or by e-mail (each as described on Attachment B). In the case of reporting an Error, if requested by Hyland, Licensee agrees to provide written documentation of such Error to substantiate the Error and to assist Hyland in the detection, confirmation and correction of such Error.

(d)   Upgrades and Enhancements. Hyland will provide, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site (as described on Attachment B), all Upgrades and Enhancements, if and when released during the term of this Agreement. Licensee acknowledges and agrees that, with respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland's policies respecting Upgrades and Enhancements and the release thereof. Upgrades and Enhancements are not available for Retired Software. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Hyland and the sole and exclusive property of Hyland, and shall be subject to all of the restrictions, limitations and protections of the EULA and this Agreement. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Hyland.

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

(f)   On-line Access. Licensee acknowledges and agrees that Hyland requires on-line access to the Software installed on Licensee's systems in order to provide Maintenance and Support. Accordingly, Licensee shall install and maintain means of communication and the appropriate communications software as mutually agreed by Licensee and Hyland and an adequate connection with Hyland to facilitate Hyland's on-line Maintenance and Support. Such right of access and use shall be provided at no cost or charge to Hyland.

2.2   Exclusions.

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

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

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

2.3   Certain Other Responsibilities of Licensee.

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

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

2.4   Services for Projects Not Covered by Maintenance and Support. If Licensee requests services related to the Software that are outside the scope of Technical Support Services or Error Correction Services, Licensee agrees that such services shall not be covered by this Agreement or the Annual Maintenance Fees and such services only shall be engaged and provided pursuant to a separate work agreement for professional services fees in accordance with such terms as the parties may mutually agree upon.

3.   **PURCHASE ORDERS.**

Licensee shall be required to submit a purchase order for the purchase of Maintenance and Support under this Agreement for the first maintenance period applicable to each Supported Software module; provided, however, that, when this Agreement is signed by both parties, Hyland is permitted to treat this Agreement as Licensee's purchase order for Maintenance and Support for the Initial Maintenance Period for the Initial Software and this Agreement also shall constitute Hyland's acceptance of such purchase order. Each such purchase order shall be subject to acceptance or rejection by Hyland.

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

(a)   Annual Maintenance Fees. Licensee shall pay to Hyland Annual Maintenance Fees for each maintenance period under this Agreement in the amounts invoiced by Hyland for Supported Software for the applicable maintenance period. For the first maintenance period of this Agreement applicable to a Supported Software module other than the Initial Software, Hyland shall invoice Licensee for Annual Maintenance Fees promptly upon Hyland's acceptance of Licensee's purchase order for Maintenance and Support of such Software. Licensee shall pay each such invoice in full net 30 days from the invoice date. For renewal maintenance periods under this Agreement, Hyland shall invoice Licensee for Annual Maintenance Fees at least forty-five (45) days prior to the end of the then-current maintenance period. If Licensee elects to renew Maintenance and Support, Licensee shall pay each such invoice in full prior to the commencement date of the maintenance period to which such Annual Maintenance Fees relate. In the event that any maintenance period under this Agreement for a Supported Software module is a period of less than twelve (12) calendar months, the Annual Maintenance Fees for such maintenance period for such module will be pro-rated based upon the number of calendar months in such maintenance period (including the calendar month in which such maintenance period commences if such period commences prior to the 15th day of such month). Notwithstanding anything to the contrary herein, Hyland agrees that the Annual Maintenance Fees related to the Initial Software shall be due and payable as follows: (i) for the Initial Maintenance Period, the Annual Maintenance Fees for the Initial Software shall be $23,070.60 , and shall be due and payable on or before the first day of the Initial Maintenance Period; (ii) for the first annual renewal maintenance period, the Annual Maintenance Fees for the Initial Software shall be $29,186.23, and shall be due and payable on or before the first day of such renewal maintenance period; and (ii) for the second annual renewal maintenance period, the Annual Maintenance Fees for the Initial Software shall be $35,301.85, and shall be due and payable on or before the first day of such renewal maintenance period.

(b)   Taxes and Governmental Charges. All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Licensee (other than taxes on Hyland's income). In the event Licensee is required by law to withhold taxes, Licensee agrees to furnish Hyland all required receipts and documentation substantiating such payment. If Hyland is required by law to remit any tax or governmental charge on behalf of or for the account of Licensee, Licensee agrees to reimburse Hyland within thirty (30) days after Hyland notifies Licensee in writing of such remittance. Licensee agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of Licensee, where such certificates are applicable.

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

meeting, either party thereafter may file litigation in a court of competent jurisdiction under Section 10(a) of this Agreement to seek resolution of the dispute.

(d)   Certain Remedies for Non-Payment or for Late Payment. At the election of Hyland, exercisable by written notice to Licensee, any past due amounts under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Licensee in the payment of any amounts invoiced by Hyland, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of Maintenance and Support, including the delivery of any Upgrades and Enhancements, to Licensee unless and until such default shall have been cured.

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

5.   LIMITED WARRANTY.

(a) Limited Warranty. For a period of ninety (90) days from the date of completion of Technical Support Services or Error Corrections Services, Hyland warrants to Licensee that such services have been performed in a good and workmanlike manner and substantially according to industry standards. Provided that, within the 60-day period referred above, Licensee notifies Hyland in writing of any non-conformity of such services to the foregoing limited warranty, Hyland's sole obligation, and Licensee's sole and exclusive remedy, shall be for Hyland to use commercially reasonable efforts to re-perform the nonconforming services in an attempt to correct the nonconformity(ies). If Hyland is unable to correct such nonconformity(ies) after a reasonable period of time, Licensee's sole and exclusive remedy shall be to exercise its termination rights under Section 7.2. This limited warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

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

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

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

6.   LIMITATIONS OF LIABILITY.

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

7. TERM AND TERMINATION.

7.1 Term.

(a)   Generally. Subject to the early termination provisions of this Section 7.1(a) and Sections 7.2 and 7.3, the Initial Maintenance Period as defined in Section 1(g) of this Agreement shall be the first maintenance period of this Agreement; and this Agreement may be renewed for one or more successive additional one year maintenance periods only by mutual agreement of the parties. In the case of any additional Supported Software that is licensed by Licensee at any time after the commencement of a maintenance period under this Agreement, the first maintenance period applicable to such additional Software under this Agreement shall commence on the date of Hyland's acceptance of the purchase order under which Licensee has ordered Maintenance and Support for such Software and shall end on the day corresponding to the end of the then-current maintenance period, and may be renewed thereafter, on an annual basis, only by mutual agreement of the parties. With respect to any renewal maintenance period, mutual agreement may be evidenced by Hyland's invoicing of Annual Maintenance Fees for such renewal maintenance period and Licensee's timely payment of such Annual Maintenance Fees; provided, that Hyland may not unilaterally elect not to renew this Agreement until the expiration of two annual renewal maintenance periods. Notwithstanding anything to the contrary, this Agreement shall immediately terminate at the time the version of the Software licensed by Licensee and in use in its production environment becomes Retired Software.

(b)   Reinstatement. In the event of the termination of this Agreement either by Licensee's decision not to agree to renew or by the Software becoming Retired Software, Licensee may during the term of this Agreement after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 7.1(b). To obtain reinstatement, Licensee shall: (1) deliver written notice to such effect to Hyland; (2) pay Hyland: (A) Annual Maintenance Fees for all periods which have elapsed from the effective date of such termination through the effective date of such reinstatement (as determined under Section 7.1(a) as if this Agreement had not been terminated); and (B) an amount equal to one hundred ten percent (110%) of the Annual Maintenance Fee for the renewal period of this Agreement commencing on the effective date of such reinstatement; and (3) if the Software has become Retired Software, upgrade to the latest released version of the Software which is Supported Software. Any reinstatement under this Section 7.1(b) shall be effective as of the first business day after Hyland has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal period commencing with the effective date of reinstatement of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter this Agreement shall be renewed for an additional maintenance period as described in Section 7.1(a).

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

7.2 Early Termination by Licensee.

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

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

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

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

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

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

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

9. NOTICES. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party

or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

10. GENERAL PROVISIONS.

(a)   Governing Law; Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Illinois (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof.

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

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

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

(e)   Binding Agreement; No Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall not constitute an assignment under the terms of this provision; however, in the event of any such acquisition, the acquired partly shall notify the other party in writing and shall require the acquiror to assume all obligations of the acquired party under this Agreement. The non-assigning party shall have the option, in its sole discretion, to terminate this Agreement by written notice within thirty (30) days after receipt of notice of such acquisition, without liability or penalty to any party. Any assignment made without compliance with the provisions of this Section 10(e) shall be null and void and of no force or effect.

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

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

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

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

(j)   Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be adequate for Hyland's protection and, accordingly, Hyland shall have the right to obtain, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

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

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

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

LAKE COUNTY FOREST PRESERVE DISTRICT   **HYLAND SOFTWARE, INC.**

By: By:

Print Name: Print Name:

Title: Title:

Date: Date:

                                                 Hyland Legal

                                                 Approved By:

                                                 Date:

ATTACHMENT A

INITIAL SOFTWARE

Product Name	Quantity
Multi-User Server	1
Unity Client Server	1
Unity Forms	1
Web Server	1
Concurrent Client	50
Workflow Concurrent Client SL	20
Document Import Processor	1
Records Management	1
Application Enabler *(per enabled application)*	1
Production Document Imaging (Kofax or TWAIN)	1
Production Document Imaging (Kofax or TWAIN)	4
Full-Text Indexing for Autonomy IDOL	1
Full-Text Indexing Concurrent Client for IDOL	20
Integration for ESRI ArcGIS Server	1
Agenda Core / Client (6-20): *PDF Framework* *Conversion Framework for Aspose* *EDM Services* *Agenda Core* *Minutes*	1
Integration for Microsoft Outlook 2010	1
Bar Code Recognition Server	1

<u>**ATTACHMENT B**</u>

<u>**TECHNICAL SUPPORT INFORMATION**</u>

The technical support telephone lines, technical support email addresses and secure end user websites currently maintained by Hyland are as follows:

For the Singularity™ Software:
Technical Support Line: currently 1-800-722-4454
Technical Support e-mail address: currently support@hershey.com
Secure End User Website: currently http://singularity.hershey.com
Hours: Excluding holidays, during the hours of 8:00 a.m. to 8:00 p.m., USA Eastern Time, Monday through Friday

For the SIRE™ Software:
Technical Support Line: currently 801-415-0626
Technical Support e-mail address: currently support@siretechnologies.com
Secure End User Website: currently http://siretechnologies.com
Hours: Excluding holidays, during the hours of 6:00 a.m. to 6:00 p.m., USA Mountain Standard Time, Monday through Friday

For the OnBase®, IAConnect®, ReqConnect® and VPConnect™ Software:
Technical Support Line: currently 440-788-5600
Technical Support e-mail address: currently support@onbase.com
Secure End User Website: currently https://www.hyland.com/community
Hours: Excluding holidays, Hyland will provide Maintenance and Support twenty-four hours a day, seven days a week.

For the Hyland AnyDoc® Software:
Technical Support Line: currently (888) 426-9362
Technical Support e-mail address: currently support@anydocsoftware.com
Secure End User Website: currently https://www.anydocsoftware.com/support.html
Hours: Excluding holidays, during the hours of 9:00 a.m. to 6:00 p.m., USA Eastern Time, Monday through Friday.

Hyland may, from time to time, change the applicable technical support hours, technical support telephone line, technical support email address or secure end user website to be used by Licensee in connection with Hyland's Software products

SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") is made and entered into effective as of the date this Agreement is signed by the last party that signs, as determined based upon the dates set forth after their respective signatures (the "Effective Date"), by and between Hyland Software, Inc., with its principal offices at 28500 Clemens Road, Westlake, Ohio 44145 ("Hyland"), and Lake County Forest Preserve District, with its principal offices at 1899 West Winchester Road, Libertyville, IL 60048("Licensee").

RECITAL:

Hyland has licensed to Licensee the Software listed on Attachment A, attached hereto (the "Initial Software"), subject to Licensee's acceptance of the license terms that are included in the packaging with the Initial Software upon delivery and/or are included at the "Login" screen and in the Help Menu of the Initial Software (as the same may be amended or modified from time to time, the "EULA") and Licensee desires to purchase, and Hyland is willing to provide, Maintenance and Support for such Initial Software, and such other Software as Licensee may subsequently license under the EULA, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties mutually agree as follows:

1. **DEFINED TERMS.** The following terms shall have the meanings set forth below for all purposes of this Agreement:

    (a)   Annual Maintenance Fees. "Annual Maintenance Fees" means the amounts charged by Hyland and payable by Licensee for Maintenance and Support of Supported Software for a maintenance period.

    (b)   Documentation. "Documentation" means the "Help Files" included in the Software which relate to the functional, operational or performance characteristics of the Software.

    (c)   Error. "Error" means any defect or condition inherent in the Software which is reported by Licensee in accordance with this Agreement and which is confirmed by Hyland, and that causes the Software to fail to function in all material respects as described in the Documentation.

    (d)   Error Correction Services. "Error Correction Services" means Hyland's services described in Section 2.1(b).

    (e)   EULA. "EULA" is defined in the recital to this Agreement.

    (f)   Initial Maintenance Period. "Initial Maintenance Period" means the twelve (12) month period that begins on the earlier of: (1) the date Licensee (or Hyland at Licensee's direction) actually applies the initial Production Certificate to the Initial Software; or (2) the sixtieth (60th) day after the Production Certificate is first made available to Licensee for electronic download by Hyland.

    (g)   Maintenance and Support. "Maintenance and Support" means for Supported Software: (A) Error Correction Services, (B) Technical Support Services, and (C) the availability of Upgrades and Enhancements in accordance with Section 2.1(d).

    (h)   Software. "Software" means (1) the Initial Software and such other Hyland proprietary software products for which Licensee submits a written purchase order to Hyland that Hyland accepts and fulfills, including, in each case, third party software bundled by Hyland together with Hyland's proprietary software products as a unified product; and (2) all Upgrades and Enhancements of the software products described in clause (1) which Licensee properly obtains pursuant to the terms of Section 2.1(d) of this Agreement.

    (i)   Supported Software; Retired Software. At any particular time during a maintenance period covered by this Agreement: (1) "Supported Software" means the current released version of the Software licensed

by Licensee from Hyland and any other version of such Software that is not Retired Software; and (2) "Retired Software" means any version of the Software licensed by Licensee from Hyland under this Agreement which is identified as being retired on Hyland's applicable secure end user web site. Hyland will specify on its end user web site Software versions which become Retired Software. The effective date of such change will be twelve (12) months from the date Hyland initially posts the status change on its end user web site.

(j) Technical Support Services. "Technical Support Services" means Hyland's services described in Section 2.1(a).

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

2. MAINTENANCE AND SUPPORT.

2.1 Maintenance and Support Terms. Subject to Licensee's payment of the applicable Annual Maintenance Fees, Hyland will provide Maintenance and Support during the hours described on Attachment B.

(a) Technical Support Services. Hyland will provide telephone or online Technical Support Services related to problems reported by Licensee and associated with the operation of any Supported Software, including assistance and advice related to the operation of the Supported Software. Technical Support Services are not available for Retired Software.

(b) Error Correction Services. With respect to any Errors in the Supported Software which are reported by Licensee and which are confirmed by Hyland, in the exercise of its reasonable judgment, Hyland will use its commercially reasonable efforts to correct the Error, which may be effected by a commercially reasonable workaround. Hyland shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Licensee. Hyland may elect to correct the Error in the current available or in the next available commercially released version of the Supported Software and require Licensee to implement an Upgrade and Enhancement to the version selected by Hyland in order to obtain the correction. Error Correction Services are not available for Retired Software.

(c) Reporting Policies and Procedures. In requesting Maintenance and Support services, Licensee will report any problems or questions related to the operation of any Supported Software in accordance with Hyland's then-applicable reporting policies and in accordance with Section 2.1(b) above. Hyland's current policies require Licensee to report by telephone, using Hyland's regular technical support telephone line, or by e-mail (each as described on Attachment B). In the case of reporting an Error, if requested by Hyland, Licensee agrees to provide written documentation of such Error to substantiate the Error and to assist Hyland in the detection, confirmation and correction of such Error.

(d) Upgrades and Enhancements. Hyland will provide, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site (as described on Attachment B), all Upgrades and Enhancements, if and when released during the term of this Agreement. Licensee acknowledges and agrees that, with respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland's policies respecting Upgrades and Enhancements and the release thereof. Upgrades and Enhancements are not available for Retired Software. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Hyland and the sole and exclusive property of Hyland, and shall be subject to all of the restrictions, limitations and protections of the EULA and this Agreement. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Hyland.

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

(f)   On-line Access. Licensee acknowledges and agrees that Hyland requires on-line access to the Software installed on Licensee's systems in order to provide Maintenance and Support. Accordingly, Licensee shall install and maintain means of communication and the appropriate communications software as mutually agreed by Licensee and Hyland and an adequate connection with Hyland to facilitate Hyland's on-line Maintenance and Support. Such right of access and use shall be provided at no cost or charge to Hyland.

2.2   Exclusions.

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

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

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

2.3   Certain Other Responsibilities of Licensee.

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

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

2.4 Services for Projects Not Covered by Maintenance and Support. If Licensee requests services related to the Software that are outside the scope of Technical Support Services or Error Correction Services, Licensee agrees that such services shall not be covered by this Agreement or the Annual Maintenance Fees and such services only shall be engaged and provided pursuant to a separate work agreement for professional services fees in accordance with such terms as the parties may mutually agree upon.

3. PURCHASE ORDERS.

Licensee shall be required to submit a purchase order for the purchase of Maintenance and Support under this Agreement for the first maintenance period applicable to each Supported Software module; provided, however, that, when this Agreement is signed by both parties, Hyland is permitted to treat this Agreement as Licensee's purchase order for Maintenance and Support for the Initial Maintenance Period for the Initial Software and this Agreement also shall constitute Hyland's acceptance of such purchase order. Each such purchase order shall be subject to acceptance or rejection by Hyland.

4. FEES, PAYMENTS, CURRENCY AND TAXES.

(a) Annual Maintenance Fees. Licensee shall pay to Hyland Annual Maintenance Fees for each maintenance period under this Agreement in the amounts invoiced by Hyland for Supported Software for the applicable maintenance period. For the first maintenance period of this Agreement applicable to a Supported Software module other than the Initial Software, Hyland shall invoice Licensee for Annual Maintenance Fees promptly upon Hyland's acceptance of Licensee's purchase order for Maintenance and Support of such Software. Licensee shall pay each such invoice in full net 30 days from the invoice date. For renewal maintenance periods under this Agreement, Hyland shall invoice Licensee for Annual Maintenance Fees at least forty-five (45) days prior to the end of the then-current maintenance period. If Licensee elects to renew Maintenance and Support, Licensee shall pay each such invoice in full prior to the commencement date of the maintenance period to which such Annual Maintenance Fees relate. In the event that any maintenance period under this Agreement for a Supported Software module is a period of less than twelve (12) calendar months, the Annual Maintenance Fees for such maintenance period for such module will be pro-rated based upon the number of calendar months in such maintenance period (including the calendar month in which such maintenance period commences if such period commences prior to the 15th day of such month). Notwithstanding anything to the contrary herein, Hyland agrees that the Annual Maintenance Fees related to the Initial Software shall be due and payable as follows: (i) for the Initial Maintenance Period, the Annual Maintenance Fees for the Initial Software shall be $23,070.60 , and shall be due and payable on or before the first day of the Initial Maintenance Period; (ii) for the first annual renewal maintenance period, the Annual Maintenance Fees for the Initial Software shall be $29,186.23, and shall be due and payable on or before the first day of such renewal maintenance period; and (ii) for the second annual renewal maintenance period, the Annual Maintenance Fees for the Initial Software shall be $35,301.85, and shall be due and payable on or before the first day of such renewal maintenance period.

(b) Taxes and Governmental Charges. All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Licensee (other than taxes on Hyland's income). In the event Licensee is required by law to withhold taxes, Licensee agrees to furnish Hyland all required receipts and documentation substantiating such payment. If Hyland is required by law to remit any tax or governmental charge on behalf of or for the account of Licensee, Licensee agrees to reimburse Hyland within thirty (30) days after Hyland notifies Licensee in writing of such remittance. Licensee agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of Licensee, where such certificates are applicable.

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

meeting, either party thereafter may file litigation in a court of competent jurisdiction under Section 10(a) of this Agreement to seek resolution of the dispute.

(d)   <u>Certain Remedies for Non-Payment or for Late Payment</u>. At the election of Hyland, exercisable by written notice to Licensee, any past due amounts under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Licensee in the payment of any amounts invoiced by Hyland, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of Maintenance and Support, including the delivery of any Upgrades and Enhancements, to Licensee unless and until such default shall have been cured.

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

5.   LIMITED WARRANTY.

(a)   <u>Limited Warranty</u>. For a period of ninety (90) days from the date of completion of Technical Support Services or Error Corrections Services, Hyland warrants to Licensee that such services have been performed in a good and workmanlike manner and substantially according to industry standards. Provided that, within the 60-day period referred above, Licensee notifies Hyland in writing of any non-conformity of such services to the foregoing limited warranty, Hyland's sole obligation, and Licensee's sole and exclusive remedy, shall be for Hyland to use commercially reasonable efforts to re-perform the nonconforming services in an attempt to correct the nonconformity(ies). If Hyland is unable to correct such nonconformity(ies) after a reasonable period of time, Licensee's sole and exclusive remedy shall be to exercise its termination rights under Section 7.2. This limited warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

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

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

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

6.   LIMITATIONS OF LIABILITY.

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

7. TERM AND TERMINATION.

7.1 Term.

(a) Generally. Subject to the early termination provisions of this Section 7.1(a) and Sections 7.2 and 7.3, the Initial Maintenance Period as defined in Section 1(g) of this Agreement shall be the first maintenance period of this Agreement; and this Agreement may be renewed for one or more successive additional one year maintenance periods only by mutual agreement of the parties. In the case of any additional Supported Software that is licensed by Licensee at any time after the commencement of a maintenance period under this Agreement, the first maintenance period applicable to such additional Software under this Agreement shall commence on the date of Hyland's acceptance of the purchase order under which Licensee has ordered Maintenance and Support for such Software and shall end on the day corresponding to the end of the then-current maintenance period, and may be renewed thereafter, on an annual basis, only by mutual agreement of the parties. With respect to any renewal maintenance period, mutual agreement may be evidenced by Hyland's invoicing of Annual Maintenance Fees for such renewal maintenance period and Licensee's timely payment of such Annual Maintenance Fees; provided, that Hyland may not unilaterally elect not to renew this Agreement until the expiration of two annual renewal maintenance periods. Notwithstanding anything to the contrary, this Agreement shall immediately terminate at the time the version of the Software licensed by Licensee and in use in its production environment becomes Retired Software.

(b) Reinstatement. In the event of the termination of this Agreement either by Licensee's decision not to agree to renew or by the Software becoming Retired Software, Licensee may during the term of this Agreement after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 7.1(b). To obtain reinstatement, Licensee shall: (1) deliver written notice to such effect to Hyland; (2) pay Hyland: (A) Annual Maintenance Fees for all periods which have elapsed from the effective date of such termination through the effective date of such reinstatement (as determined under Section 7.1(a) as if this Agreement had not been terminated); and (B) an amount equal to one hundred ten percent (110%) of the Annual Maintenance Fee for the renewal period of this Agreement commencing on the effective date of such reinstatement; and (3) if the Software has become Retired Software, upgrade to the latest released version of the Software which is Supported Software. Any reinstatement under this Section 7.1(b) shall be effective as of the first business day after Hyland has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal period commencing with the effective date of reinstatement of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter this Agreement shall be renewed for an additional maintenance period as described in Section 7.1(a).

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

7.2 Early Termination by Licensee.

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

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

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

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

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

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

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

9.   NOTICES. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party

or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

10. GENERAL PROVISIONS.

(a) <u>Governing Law; Jurisdiction</u>. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Illinois (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof.

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

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

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

(e) <u>Binding Agreement; No Assignment</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall not constitute an assignment under the terms of this provision; however, in the event of any such acquisition, the acquired partly shall notify the other party in writing and shall require the acquiror to assume all obligations of the acquired party under this Agreement. The non-assigning party shall have the option, in its sole discretion, to terminate this Agreement by written notice within thirty (30) days after receipt of notice of such acquisition, without liability or penalty to any party. Any assignment made without compliance with the provisions of this Section 10(e) shall be null and void and of no force or effect.

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

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

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

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

(j)   Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be adequate for Hyland's protection and, accordingly, Hyland shall have the right to obtain, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

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

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

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

LAKE COUNTY FOREST PRESERVE DISTRICT

By:

Print Name:

Title:

Date:

HYLAND SOFTWARE, INC.

By: _D. Timothy Pawlisz_

Print Name: _D. Timothy Pembridge_

Title: _V. P., General Counsel_

Date: _4/1/2016_

Hyland Legal

Approved By: _[signature]_

Date:

(Confidential)

ATTACHMENT A

INITIAL SOFTWARE

Product Name	Quantity
Multi-User Server	1
Unity Client Server	1
Unity Forms	1
Web Server	1
Concurrent Client	50
Workflow Concurrent Client SL	20
Document Import Processor	1
Records Management	1
Application Enabler *(per enabled application)*	1
Production Document Imaging (Kofax or TWAIN)	1
Production Document Imaging (Kofax or TWAIN)	4
Full-Text Indexing for Autonomy IDOL	1
Full-Text Indexing Concurrent Client for IDOL	20
Integration for ESRI ArcGIS Server	1

Agenda Core / Client (6-20):
     PDF Framework
     Conversion Framework for Aspose
     EDM Services
     Agenda Core
     Minutes
	1

Integration for Microsoft Outlook 2010	1
Bar Code Recognition Server	1

ATTACHMENT B

TECHNICAL SUPPORT INFORMATION

The technical support telephone lines, technical support email addresses and secure end user websites currently maintained by Hyland are as follows:

For the Singularity™ Software:
Technical Support Line: currently 1-800-722-4454
Technical Support e-mail address: currently support@hershey.com
Secure End User Website: currently http://singularity.hershey.com
Hours: Excluding holidays, during the hours of 8:00 a.m. to 8:00 p.m., USA Eastern Time, Monday through Friday

For the SIRE™ Software:
Technical Support Line: currently 801-415-0626
Technical Support e-mail address: currently support@siretechnologies.com
Secure End User Website: currently http://siretechnologies.com
Hours: Excluding holidays, during the hours of 6:00 a.m. to 6:00 p.m., USA Mountain Standard Time, Monday through Friday

For the OnBase®, IAConnect®, ReqConnect® and VPConnect™ Software:
Technical Support Line: currently 440-788-5600
Technical Support e-mail address: currently support@onbase.com
Secure End User Website: currently https://www.hyland.com/community
Hours: Excluding holidays, Hyland will provide Maintenance and Support twenty-four hours a day, seven days a week.

For the Hyland AnyDoc® Software:
Technical Support Line: currently (888) 426-9362
Technical Support e-mail address: currently support@anydocsoftware.com
Secure End User Website: currently https://www.anydocsoftware.com/support.html
Hours: Excluding holidays, during the hours of 9:00 a.m. to 6:00 p.m., USA Eastern Time, Monday through Friday.

Hyland may, from time to time, change the applicable technical support hours, technical support telephone line, technical support email address or secure end user website to be used by Licensee in connection with Hyland's Software products

(Confidential)

Amendment to OnBase® End User License Agreement

This AMENDMENT TO ONBASE® END USER LICENSE AGREEMENT ("Amendment") is made and entered into effective as of the date that the last party to sign this Amendment has executed the same (as indicated by the date entered by such party with its signature below), by and between Hyland Software, Inc. ("Hyland") and Lake County Forest Preserve District ("User") and amends that certain OnBase® End User License Agreement that was included in the packaging with the Software upon delivery and/or is included at the "Login" screen and in the Help Menu of the Software (the "License Agreement"). User acknowledges and reaffirms that the License Agreement is a binding and legally enforceable agreement between User and Hyland with respect to the Software. User and Hyland now agree to enter into this Amendment to supplement the License Agreement; and in so doing the parties acknowledge and agree that the execution and delivery of this Amendment shall have no effect on the legality or binding effect of the License Agreement, which shall expressly survive the execution and delivery of this Amendment, only as modified by the terms of this Amendment.

1.   **DEFINED TERMS:** Capitalized terms used in this Amendment and not defined herein are used herein with the same meanings given such terms under the License Agreement. The term "EULA" as used in the License Agreement and in this Amendment hereafter shall mean the License Agreement as amended by this Amendment.

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

3.   **PERMITTED USERS:**

(a)   Hyland agrees that, subject to the terms and provisions of the EULA and below, (i) nothing in Section 1 of the EULA restricts or prohibits User, for purposes of conducting or discharging business of User, from permitting third parties authorized by User to access, view or print documents and data of User; and (ii) in addition to the uses of the Software permitted under Section 1 of the EULA, attorneys that provide services to User may access and use the Software to retrieve and view User's own data and to download and upload documents and data to and from User's systems, in fulfillment of such attorneys' obligations to provide services to User. Such authorized third parties and attorneys shall hereinafter be referred to as "Permitted Users."

(b)   User acknowledges and agrees that it shall be responsible for compliance with the EULA by all Permitted Users, and that any breach of the EULA by a Permitted User shall, for all purposes of the EULA, be deemed to be a breach of the EULA by User. Notwithstanding anything to the contrary herein, User shall not allow any Permitted User to (i) make use of the Software configuration tools, Software administrative tools or any of the

Software's application programming interfaces ("APIs"), or (ii) possess or make use of any HASP or other similar key or dongle provided for use in connection with the Software. If a Permitted User desires to do any of the foregoing, such Permitted User shall be required to execute Hyland's then-current form of Contractor Use Agreement, a copy of which will be provided upon request.

4.   WARRANTY PERIOD: Hyland agrees that the words "sixty (60)" and "sixtieth (60th)" shall be and hereby are changed to "ninety (90)" and "ninetieth (90th)," respectively, wherever they appear in the License Agreement.

5.   NO OTHER CHANGES: In all other respects the License Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year set forth after their respective names below:

LAKE COUNTY FOREST PRESERVE DISTRICT

By:

Print Name:

Title:

Date:

HYLAND SOFTWARE, INC.

By: _D. Timothy Pembridge_

Print Name: D. Timothy Pembridge

Title: V.P., General Counsel

Date: 4/1/2016

Hyland Legal

Approved By:

Date: 4/1/2016