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Scott County

March 28, 2016

To: Dee F. Bruemmer, County Administrator
From: Matt Hirst, Information Technology Director
           ECM Steering Committee
Subject: ECM Project

The Enterprise Content Management (ECM) Steering Committee recommends Hyland OnBase and professional implementation services from DataBank IMX for an Enterprise Content Management solution. We anticipate ECM implementation including the migration from the current ImageWARE system to OnBase to begin in late April or early May and last approximately six (6) to nine (9) months.

In June of 2014, the ECM Steering Committee was created and included representatives from most County Offices and Departments to identify County records management needs. Members include: Dee Bruemmer, Rebecca Burgess, Jon Burgstrum, David Farmer, Tom Gibbs, Alison Hart, John Heim, Tim Huey, Matt Hirst, Jeremy Kaiser, Roger Kean, Peter Kurylo, Stephanie Macuga, Marc Miller, Tammy Speidel, Mary Thee, Amy Thoreson, Barb Vance, Cathy Voelkers, and Kathy Walsh. In January of 2015, the ECM Steering Committee solicited a record inventory from County Offices and Departments. The inventory process identified over two hundred and fifty (250) record sets managed by various County Offices and Departments. The inventory was used to provide detail to a County issued RFP this past November. Both the records inventory as well as the ECM RFP and responses have been previously provided to the Board.

The RFP resulted in fifteen (15) responses from potential solution providers. A broad based Application Selection Team comprised of Dee Bruemmer, David Farmer, Alison Hart, John Heim, Peter Kurlyo, Stephanie Macuga, Tammy Speidel, Mary Thee, and Amy Thoreson reviewed, evaluated, and ranked all 15 responses and narrowed the list of vendors to the three (3) best responses for on-site demonstrations of application capabilities and implementation strategies. The ECM Selction Team found OnBase as proposed by the Value Added Reseller (VAR) DataBank to be the solution which clearly best meets the needs of Scott County.

The selection team visited Winona County, Minnesota, a Databank / Hyland OnBase customer, in January of this year to learn about their implementation of OnBase. In addition to establishing a relationship with a peer county, the selection team came away with a better understanding of the software modules essential to Scott County's ECM project success as well as an understanding of potential project obstacles to avoid.

Given the large number of record sets managed by County Offices and Departments, implementation of an ECM solution will be multi-phased over the course of many years. This intial project as proposed implements the necessary software of an ECM solution, provides County staff with necessary technology skills for application functionality, as well as engages all County Offices and Department in the project.

Phase 1 ECM implemenation projects as proposed include:
- Cannon ImageWARE migration to OnBase
- Accounts Payable records
- JDC Case Management records
- Recorder's Office land records

It is recommended the Board approve project contracts with DataBank IMX which include a Master Agreement, an End User License Agreement, an OnBase License Quote, an ImageWARE Document Migration Statement of Work, an ECM Project Statement of Work, and for the IT Director to sign approved documents for this project on behalf of the Board.

Costs detailed in these documents include OnBase software licensing in the amount of $135,400, first year software maintenance in the amount $31,880, ImageWARE document migration in the amount of $77,520, ECM Phase 1 project implementation in the amount of $76,860, and ECM Phase 2 project discovery in the amount of $11,360. Total initial ECM project costs total $333,020.

Future costs not included in these contracts include approximately $32,000 to be budgeted in the software maintenance line item of the IT operational budget beginning in FY'18 and going forward to fund this software. Additionally, approximately $40,000 in scanner hardware costs which replace four (4) high volume scanners and add desktop scanners at the desks of AP/Payroll clerks in County Offices and Departments needed to support this project will be brought to the Board in the May/June time frame.

Budget dollars are available in the Capital Improvement Program budget to fund the cost of this project.

Cc: ECM Steering Committee

DATABANK BLANKET SERVICES AGREEMENT

For Professional Services and Software

This Blanket Services Agreement ("Agreement") is made and entered into as of this _____ day of _____, 20___ (the "Effective Date") by and between DataBank IMX, LLC, and the customer identified below.

This Agreement consists of this document, the General Terms and Conditions attached to this document as noted below:

- Attachment A - (including any documents incorporated by Attachment A),
- Attachment B - The Certified Software Employee Requirements and Qualified Employee Requirements
- Attachment C – Software License & Cost Summary
- Attachment D – Professional Services Project Statement of Work
- Attachment E – Canon ImageWARE Conversion Statement of Work

Each of the above noted attachments are incorporated herein by this reference as if fully rewritten herein. All Software, Work Products, Maintenance and Support, and Services which may be licensed or purchased by Customer from DataBank from time to time shall be governed by this Agreement. Customer specifically represents and warrants to DataBank that Customer has read and understands all of the General Terms and Conditions prior to entering into this Agreement. Customer and DataBank specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any purchase order or other electronic, written or oral communication made from Customer to DataBank are rejected and shall be null and void and of no force or effect.

Customer Business Name:	Scott County Government
Customer Business Primary	Matt Hirst
Business Street Address:	400 West Fourth Street
City: Davenport	State: Iowa	Zip: 52801
Phone: 563-328-3261	Fax:	Email: Matt.Hirst@scottco

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. **DEFINED TERMS**.

Certain capitalized terms used in this Agreement have the meanings set forth below:

(a) Annual Maintenance Fees. "Annual Maintenance Fees" means the amounts charged by DataBank and payable by Customer for Maintenance and Support for Supported Software or Extended Support Software for a maintenance period.

(b) Certified Software Employee. "Certified Software Employee" means an employee of Customer that meets the applicable certification or qualification requirements set forth on Attachment B to this Agreement under the caption "Certified Software Employee Requirements".

(c) Delivery. "Delivery" (including "Deliver" or "Delivered") means:

    (1) In the case of Software:

        (A) in the case of any Software module included in an initial order of Software by shipment of media containing such Software, downloading of such Software onto Customer's systems, or such Software being made available for download onto Customer's systems from a location identified to Customer; or

        (B) in the case of any later licensed Software module, by the Delivery (in accordance with subparagraph (2) below) to Customer of a Production Certificate which includes such Software module; and

    (2) In the case of a Production Certificate, by the Production Certificate either being shipped (physically or electronically) to Customer or being made available for download by Customer from a location identified to Customer.

(d) Documentation. "Documentation" means:

    (1) In the case of the Software, the "Help Files" included in the Software which relate to the functional, operational or performance characteristics of the Software; or

    (2) In the case of any Work Product, the Specifications (if any) for the Work Product.

(e) Education Services. "Education Services" means services available from DataBank to employees of Customer as a part of any education class related to Software.

(f) Education Services Fees. "Education Services Fees" means the fees charged by DataBank and payable by Customer for Education Services for Customer or any of its employees.

(g) Effective Date. "Effective Date" means the date as expressed on the face of this Agreement.

(h) Error. "Error" means any defect or condition inherent in the Software that causes the Software to fail to function in all material respects as described in the

Documentation.

(i) <u>Error Correction Services</u>. "Error Correction Services" means DataBank's services described in Section 5.2(b) of these General Terms and Conditions.

(j) <u>Innovations</u>. "Innovations" means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by DataBank, working either alone or in conjunction with others, in the performance of this Agreement (including any SOW).

(k) <u>Maintenance</u>. "Maintenance" means:

> (1)   for Supported Software: (A) Error Correction Services, (B) Technical Support Services, and (C) the availability of Upgrades and Enhancements in accordance with Section 5.2(d) of these General Terms and Conditions; or

> (2) for Extended Support Software: (A) Technical Support Services and (B) the availability of an Upgrade and Enhancement in accordance with such Section 5.2(d).

Maintenance does not include any Services that DataBank may provide in connection with assisting or completing an upgrade of Supported Software or Extended Support Software with any available Upgrade and Enhancement, unless application of such Upgrade and Enhancement is necessary to correct a reported bug in the Software as confirmed by DataBank.

(l) <u>Production Certificate</u>. "Production Certificate" means license codes or a license certificate issued by DataBank and necessary for Customer to activate Software for Customer's production use.

(m) <u>Professional Services</u>. "Professional Services" means any or all of the following professional services provided by DataBank under a SOW: (1) installation or upgrade of the Software; (2) consulting, implementation and integration projects related to the Software, including but not limited to the customized configuration of Software integration modules or business process automation modules; (3) project management; (4) development projects in connection with the integration of Software with other applications utilizing any Software application programming interface (API); (5) discovery services; and (6) services resulting from discovery services.

(n) <u>Professional Services Fees</u>. "Professional Services Fees" means the fees charged by DataBank and payable by Customer for Professional Services as described in Section 4.6.

(o) <u>Qualified Employee</u>. "Qualified Employee" is defined on Attachment B to this Agreement under the caption "Qualified Employee Requirements," as such Attachment B may be amended from time to time by DataBank upon at least thirty (30) days advance written notice to Customer.

(p) <u>Services</u>. "Services" means any or all Error Correction Services, Technical Support Services, Professional Services or Education Services provided by DataBank, as the context requires.

(q) <u>Software</u>. "Software" means the product software/modules which Customer submits a written purchase order to DataBank (or an authorized DataBank solution provider) that DataBank or such authorized solution provider accepts and fulfills, and all Upgrades and Enhancements of all software modules which Customer properly obtains pursuant to the terms of Section 5.2(d) of these General Terms and Conditions.

(r) <u>Software License Fees</u>. "Software License Fees" means amounts payable by Customer

to DataBank as license fees for Software.

(s) SOW. "SOW" means proposal, quote, or a statement of work developed in accordance with Section 4 of these General Terms and Conditions, which sets forth specific Software and/or Professional Services DataBank will provide to Customer. The SOW shall also include its supporting documents including, but not limited to a Project Schedule, Functional Specification, Technical Specification, discovery documents, and Pre-Installation Questionnaire. Not all requests for Services and/or Software will include all documents referenced in the preceding sentence.

(t) Specifications. "Specifications" means the definitive, final functional specifications for Work Products, if any, produced by DataBank under a SOW.

(u) Supported Software; Extended Support Software; Retired Software. At any particular time during a maintenance period covered by Section 5 of these General Terms and Conditions:

> (1) "Supported Software" means the current released version of the Software licensed by Customer from DataBank and any other version of such Software that is not Extended Support Software or Retired Software.

> (2) "Extended Support Software" means any version of the Software licensed by Customer from DataBank which is identified by the manufacturer as being subject to extended support.

> (3) "Retired Software" means any version of the Software licensed by Customer from DataBank under this Agreement which is identified by the manufacturer as being retired.

 (v)Technical Support Services. "Technical Support Services" means basic questions and basic configuration assistance from members of the Support Services department in addition to DataBank's services described in Section 5.2(a) of these General Terms and Conditions.

(w) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that DataBank and/or developer makes available to Customer or to DataBank'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.

(x) Work Products. "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 that are developed, discovered, conceived or introduced by DataBank, working either alone or in conjunction with others, in the performance of Services under this Agreement and that are specified as work products in a SOW.

2. **FEES; EXPENSE REIMBURSEMENTS; TAXES; PAYMENT TERMS**.

2.1 SOFTWARE LICENSE FEES.

(a) Initial Software Licensed. Customer shall pay to DataBank the Software License Fees specified in any accepted SOW for all Software licensed under this Agreement. DataBank shall invoice Customer for such Software License Fees in full promptly on or after Delivery of the Software.

(b) <u>Add-on Purchases of Licenses of Software</u>. Customer shall pay to DataBank Software License Fees for add-on purchases of licenses of Software determined at DataBank's retail list prices in effect at the time Customer submits its applicable purchase orders, or at such other prices as the parties may mutually agree upon. DataBank shall invoice Customer for such Software License Fees promptly upon DataBank's Delivery of the Software.

2.2 <u>ANNUAL MAINTENANCE FEES</u>.

(a) <u>Initial Maintenance Period</u>. Customer shall pay to DataBank the Annual Maintenance Fees specified in the SOW for the Initial Maintenance Period for the initial Supported Software licensed under this Agreement. DataBank shall invoice Customer for such Annual Maintenance Fees in full promptly on or after Delivery of the Software. Customer shall pay to DataBank Annual Maintenance Fees in such amounts as are invoiced by DataBank for all Supported Software modules that Customer makes add-on purchases of licenses for under this Agreement. DataBank shall invoice Customer for the Annual Maintenance Fees for the initial maintenance period applicable to such Supported Software modules promptly upon DataBank's acceptance of Customer's purchase order for the purchase of Maintenance and Support for such Software.

(b) <u>Subsequent Maintenance Periods</u>. Customer shall pay to DataBank Annual Maintenance Fees in such amounts as are invoiced by DataBank for all renewal maintenance periods after the initial maintenance period applicable to a particular Supported Software or Extended Support Software module under paragraph (a) above. DataBank shall invoice Customer for the Annual Maintenance Fees for a renewal maintenance period at least thirty (30) days prior to the end of the then-current maintenance period.

(c) Proration In the Case of Short Maintenance Periods. In the event that any maintenance period for which Annual Maintenance Fees are payable is a period of less than twelve (12) calendar months, the Annual Maintenance Fees for such period will be a prorated annual amount based upon the number of calendar months in such period (including the calendar month in which such period commences, if such period commences prior to the 15th day of the calendar month).

2.3 <u>PROFESSIONAL SERVICES FEES</u>. Customer shall pay to DataBank the Professional Services Fees determined in accordance with the relevant SOW. For all Professional Services engagements, actual travel expenses incurred will be billed including but not limited to airfare, hotel, and a pre-diem rate for meals and incidentals. Travel expenses will be estimated and included in the relevant SOW prior to incurring the expense. Unless otherwise expressly stated in the SOW, any Professional Services Fees or travel expenses specified are estimates only and Customer will be obligated to pay all Professional Services Fees incurred under the SOW whether or not such estimate is exceeded. DataBank shall invoice Customer in accordance with the payment schedule set forth in the relevant SOW, or, if a SOW does not specify a payment schedule, then billing will occur every two weeks, in arrears.

2.4 <u>TECHNICAL SUPPORT SERVICES FEES</u>. Customer shall pay to DataBank all Technical Support Services Fees for all Technical Support Services in the event the customer's Annual Maintenance has been cancelled or has become lapsed.

2.5 <u>EDUCATION SERVICES FEES</u>. Customer shall pay to DataBank all Education Services Fees for all Education Services registered for, by Customer or its employees.

2.6 <u>COSTS AND EXPENSES</u>. In addition to all other amounts payable by Customer under this Agreement, Customer shall be responsible for all customary and reasonable out-of-pocket travel, meals and lodging costs and expenses incurred by DataBank in connection with the performance of Services under this Agreement and reimbursable in accordance with

DataBank's applicable internal policy for the reimbursement of costs and expenses to its employees ("DataBank Expense Reporting"). In accordance with the DataBank Expense Reporting policy: (a) in the case of meals, reimbursement shall be limited to DataBank's standard per diem amount for food; and (b) DataBank will not seek reimbursement for airline travel for more than the cost of a coach class ticket for each traveling employee for the applicable flight. DataBank agrees to provide itemized invoices for all out-of-pocket costs and expenses for which DataBank seeks reimbursement or payment under this Section 2.6, except as otherwise provided in any applicable SOW, DataBank shall invoice Customer for all reimbursable costs and expenses on a monthly basis, in arrears.

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

2.8 <u>RECEIPT OF INVOICES</u>. All invoices shall be sent by DataBank to Customer to the address specified below:

Customer:	Scott County
Attention:	Matt Hirst
Address:	IT
Address:	400 West 4th Street
City:	Davenport
State:	IA
ZIP Code:	52801
Email:	Matt.Hirst@scottcountyiowa.com

2.9 <u>PAYMENT TERMS</u>. So long as Customer is not in default of any payment obligations under this Agreement (including any SOW):

(a) <u>Renewal Maintenance</u>. Each invoice for Annual Maintenance Fees for a renewal maintenance period under Section 2.2(b) of these General Terms and Conditions shall be due and payable in full on or prior to the scheduled first day of the renewal maintenance period to which such invoice relates.

(b) <u>Education Services</u>. Customer shall pay to DataBank all Education Services Fees in full at the time of registration of Customer's employees for the applicable Education Services.

(c) <u>SOWs</u>. Except as otherwise provided in any applicable SOW, each invoice for Professional Services Fees or reimbursable costs and expenses shall be due and payable in full net forty-five (45) days from the invoice date expressed on such invoice.

(d) <u>Technical Support Services Invoices</u>. Customer shall pay all invoices for Technical Support Services in full net forty-five (45) days from the invoice date of such invoice. In the event that Annual Maintenance Fees are paid after a Technical Support Services invoice has been issued, which is pro-rated to cover the period of time in which the Technical Support Services invoice was issued, DataBank will issue a full credit for Technical Support Services invoice.

(e) <u>Other Invoices</u>. For any invoices not described in Section 2.9 (a), (b), (c) or (d)

above, including without limitation any invoice for Software License Fees or for Annual Maintenance Fees for the first applicable maintenance period, each such invoice shall be due and payable in full net forty-five (45) days from the invoice date of such invoice.

2.10 RESOLUTION OF INVOICE DISPUTES. In the event that there is an invoice dispute, Client shall pay the undisputed amounts of the invoice in accordance with this Section 2. The Parties shall use reasonable efforts to resolve the disputes within thirty (30) days after receipt of the invoice. If the Parties cannot resolve the dispute within thirty (30) days, either party may initiate litigation pursuant to Section 12.1 below. Client's payment obligations on all disputed amounts shall be suspended without penalty, interest, or other fine until the dispute is resolved. If there is determined to be no issue with the disputed amounts, and they are payable in their original form, DataBank shall be entitled to charge late fees and/or interest as provided for in Section 2.11 below in the amounts past due using the original invoice date as the basis for interest and fee calculation.

2.11 CERTAIN REMEDIES FOR NON-PAYMENT OR FOR LATE PAYMENT. At the election of DataBank, exercisable by written notice to Customer, any past due amounts under any DataBank 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 Customer in the payment of any amounts invoiced by DataBank, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment, DataBank shall have the right to suspend or cease the provision of any Services under this Agreement or any SOW, and the delivery of any Upgrades and Enhancements of Software, to Customer unless and until such default shall have been cured.

2.12 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 shall be made in, U.S. dollars.

3. **CERTAIN TERMS APPLICABLE TO SOFTWARE AND WORK PRODUCTS**.

3.1 PURCHASE ORDERS FOR SOFTWARE; DELIVERY OF SOFTWARE.

> (a) Purchase Orders. Customer shall submit a written purchase order to DataBank for the purchase of licenses for all Software that Customer licenses under this Agreement. Each such purchase order shall be subject to acceptance or rejection by DataBank.

> (b) Delivery of the Software. Delivery of the Software shall be made following acceptance by DataBank of Customer's purchase order. All Deliveries of the Software shall be F.O.B. from DataBank's offices in Phoenix, Arizona, USA.

3.2 SOFTWARE AND WORK PRODUCTS LICENSE.

> REFER TO THE CURRENT VERSION OF THE SOFTWARE DEVELOPERS' END USER LICENSE AGREEMENT FOR THE RELEVANT SOFTWARE PRODUCT.

3.3 PROTECTION OF WORK PRODUCTS AND INNOVATIONS. Customer agrees to take all reasonable steps to protect all Work Products and Innovations delivered by DataBank 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 DataBank or its direct or indirect 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.

3.4 <u>COPIES AND ADAPTATIONS</u>. Customer may not make or authorize the making of copies or adaptations of any Work Products. Customer agrees: (a) not to remove any notices in the Work Products or any copies thereof; and (b) not to sell, transfer, rent, lease, time share or sublicense the Work Products to any third party.

3.5 <u>OWNERSHIP</u>. DataBank and/or its suppliers own the Software, Innovations and Work Products, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software and Work Products. The Software and Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software, Innovations or Work Products are transferred to Customer.

Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software, Innovations or Work Products, except for the limited express rights granted in this Section 3. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

3.6 <u>LIMITED WARRANTY OF SUPPORTED SOFTWARE AND WORK PRODUCTS</u>.

> REFER TO THE CURRENT VERSION OF THE SOFTWARE DEVELOPERS' END USER LICENSE AGREEMENT FOR THE RELEVANT SOFTWARE PRODUCT.

3.7 <u>INFRINGEMENT INDEMNIFICATION</u>.

> REFER TO THE CURRENT VERSION OF THE SOFTWARE DEVELOPERS' END USER LICENSE AGREEMENT FOR THE RELEVANT SOFTWARE PRODUCT.

3.8 <u>U.S. GOVERNMENT END USERS</u>. The terms and conditions of this Agreement shall pertain to the Government's use and/or disclosure of the Software of the Work Products, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this Agreement and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software and Work Products to DataBank. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software, Work Products or Documentation by the Government is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of this Agreement shall supersede any conflicting contractual term or conditions.

4. **PROFESSIONAL SERVICES**.

4.1 <u>REQUEST</u>. Customer may request Professional Services from DataBank at any time during the term of this Section 4. If DataBank agrees to provide such Services, the parties will create a SOW for the applicable project. Nothing in this Agreement shall require either party to enter into any particular SOW; provided, however, that if Customer requests a Professional Services project which the parties agree will require less than eight (8) working hours of Professional Services, with all such Professional Services expected to be provided on a single day, then the parties may mutually agree to proceed with the requested Professional Services project upon Customer's submission of a written purchase order, specifying the nature and scope of such Professional Services, and DataBank's acceptance of such purchase order. A particular SOW will become effective and binding between the parties only upon execution thereof by authorized representatives of both parties. Each SOW may contain such additional information and provisions as the parties deem necessary, including, as appropriate, a description of the Professional Services; a schedule for the performance of the Professional Services and any milestones associated therewith; the identification of any Work Products; a description of the parties' responsibilities; and a description of the Professional Services Fees, including the method

of calculation and a schedule of payments. The parties acknowledge and agree that this Agreement takes precedence over any conflicting terms contained in a SOW (or, if applicable, purchase order), except the extent that this Agreement specifically permits one of its terms to be varied in a SOW and such term is varied in a SOW.

4.2 PERFORMANCE; DELAYS. DataBank agrees to provide the Professional Services described in each SOW. If any delays in such Professional Services occur solely as a result of any incorrect information or assumption (as such items are described in Section 4.3 of these General Terms and Conditions) or failure of Customer to perform or fulfill its obligations in connection with any SOW, the performance schedule for the affected Professional Services under the applicable SOW shall be extended up to the extent of any such delays. Any costs or expenses resulting directly or indirectly from such delays shall be borne and paid solely by Customer and DataBank shall have no liability or responsibility for such costs or expenses. In the event that performance of any milestone set forth in any SOW is not met due to a delay solely caused by DataBank, and provided that such cause is not an event of force majeure as described in Section 11 of these General Terms and Conditions, DataBank agrees to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the slippage of later milestones or completion of such Professional Services.

4.3 INFORMATION AND ASSUMPTIONS. The description of Professional Services in each SOW, including the performance schedule, any Work Products and Professional Services Fees, will be based upon information Customer provides to DataBank and upon any assumptions set forth in the SOW. Customer acknowledges that if the information provided by Customer is incomplete or inaccurate, or if the stated assumptions are not correct, DataBank's ability to provide the Professional Services, meet the performance schedule set forth in the SOW and keep Professional Services Fees reasonably in line with any estimates given in the SOW may be adversely affected.

4.4 CHANGES TO SOW. During the performance of Services, DataBank or Customer may, at any time prior to acceptance, reasonably request a change to any SOW. Any requested change that the parties mutually accept (a "Change") will be agreed to in a writing signed by both parties that specifically references the relevant SOW. With respect to each Change, DataBank will promptly prepare and provide to Customer a proposed change order identifying the reasonably anticipated impact and setting forth any applicable adjustments in the performance schedule or Professional Services Fees under the relevant SOW. If, in DataBank's commercially reasonable judgment, any Change requested by Customer requires DataBank to perform additional discovery and design Professional Services in order to assess the impact of such proposed Change and prepare and provide the proposed change order described above, then the parties shall use commercially reasonable efforts to mutually agree upon a schedule for such additional discovery and design Professional Services and Professional Services Fees for such additional discovery and design Professional Services. By request of Customer, DataBank will continue performing Professional Services in accordance with the applicable SOW until the parties mutually agree to the proposed change order, at which time such proposed change order will become a "Change Order" for all purposes of this Agreement. In the event the parties are unable to mutually agree upon a proposed change or a proposed change order, and such proposed change relates to a material component of the project that is the subject of the relevant SOW, either party may terminate such SOW upon not less than thirty (30) days advance written notice to the other party.

4.5 CUSTOMER'S OBLIGATIONS.

(a) Assistance and Obligations. Customer agrees that it will cooperate with and assist DataBank in the performance of Professional Services under any SOW; will provide the resources specified in the relevant SOW; and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of the relevant SOW. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section 4.5(a) and the relevant SOW, DataBank's ability to provide such Professional Services, meet the performance schedule set forth in

such SOW and keep Professional Services Fees reasonably in line with any estimates given in the SOW may be adversely affected.

(b) <u>Third Party Software Rights</u>. Notwithstanding any contrary terms, if Customer requests DataBank to perform Professional Services on or with respect to any third party software, Customer represents and warrants to DataBank that Customer has all necessary rights to allow DataBank to do so.

(c) <u>Protection of Customer's Systems</u>. 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.

(d) <u>Safe Work Environment</u>. Customer will be responsible for and shall ensure that while DataBank employees, agents or subcontractors are on Customer's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

4.6 <u>PROFESSIONAL SERVICES FEES.</u>

(a) <u>Schedule of Fees.</u> A schedule of Professional Services Fees is available upon request and may be modified from time to time by DataBank. Notifications of changes to the fee schedule will be given with no less than 60 days' notice in writing.

5. **MAINTENANCE AND SUPPORT FOR SUPPORTED SOFTWARE AND RETIRED SOFTWARE**.

5.1 <u>PURCHASE ORDERS</u>. Customer shall be required to submit a purchase order for the purchase of Maintenance and Support under this Agreement under this Section 5 applicable to each Supported Software or Extended Support Software module. Each such purchase order shall be subject to acceptance or rejection by DataBank.

5.2 <u>MAINTENANCE AND SUPPORT TERMS</u>. DataBank will provide Maintenance and Support as follows:

(a) <u>Technical Support Services</u>.

(1) During the hours of 7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding holidays, or as otherwise provided by DataBank to its direct customers for Maintenance and Support in the normal course of its business ("Regular Technical Support Hours"), DataBank will provide telephone or online Technical Support Services related to problems reported by Customer and associated with the operation of any Supported Software or Extended Support Software, including assistance and advice related to the operation of the Supported Software or Extended Support Software. Only a Certified Software Employee or Qualified Employee (who shall be an applicable employee to make requests or reports related to Maintenance and Support only during a transitional period when Customer does not have a Certified Software Employee as required under Section 5.4(c)) of Customer shall make a request or report a matter requiring Technical Support Services under this Section 5.2(a).

(2) Technical Support Services are not available for Retired Software.

(b) <u>Error Correction Services</u>.

(1) During Regular Technical Support Hours, with respect to any Errors in the Supported Software which are reported by Customer and which are confirmed by DataBank and/or developer, in the exercise of its reasonable

judgment, DataBank and/or developer, will use its commercially reasonable efforts to correct the Error, which may be effected by a commercially reasonable workaround. DataBank shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Customer. DataBank and/or developer, may elect to correct the Error in the current available or in the next available commercially released version of the Supported Software and require Customer to implement an Upgrade and Enhancement to the version selected by DataBank and/or Developer in order to obtain the correction. Only a Certified Software Employee or, if applicable, Qualified Employee of Customer shall make a request or report on a matter requiring Error Correction Services under this Section 5.2(b).

(2) Error Correction Services are not available for Extended Support Software or Retired Software.

(c) Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services.

(1) <u>Technical Support Services</u>. In requesting Technical Support Services, Customer will report any problems or questions related to the operation of any Supported Software or Extended Support Software in accordance with DataBank's then-applicable reporting policies. DataBank's current policies require Customer to report such a problem or question only during Regular Technical Support Hours at the following options shown below:

PHONE	866-590-5545	Live Agents Monday to Friday, 8am – 8pm ET
ONLINE	http://support.databankimx.com	24x7 Self-Service Case Submission
EMAIL	support@databankimx.com	24x7 Email Case Submission

(2) <u>Error Correction Services</u>. In reporting any suspected Errors in Supported Software, Customer shall provide prompt notice of any Errors in Supported Software discovered by Customer, or otherwise brought to the attention of Customer, in accordance with DataBank's then current policies for reporting of Errors. DataBank's current policies require Customer to report Errors by the options noted above. If requested by DataBank, Customer agrees to provide written documentation of Errors to substantiate the Errors and to assist DataBank in the detection, confirmation and correction of such Errors.

(d) <u>Upgrades and Enhancements</u>.

REFER TO THE CURRENT VERSION OF THE SOFTWARE MAINTENANCE AGREEMENT FOR THE RELEVANT SOFTWARE PRODUCT.

5.3 <u>EXCLUSIONS</u>.

(a) <u>Generally</u>. DataBank 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 DataBank; (2) in connection with any Error if DataBank has previously provided corrections for such Error which Customer 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 DataBank or Developer), hardware or any system or networking utilized by Customer; (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 DataBank, or an authorized subcontractor specifically selected by DataBank, has provided any services in the nature of Maintenance and Support to Customer with respect to the Software.

(b) <u>Software API and Work Products</u>. 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 delivered under Section 4 or any SOW. If Customer requires assistance or support regarding the operation or use of the Software APIs or any Work Products, Customer may request Professional Services and the parties may agree to enter into a SOW for such Professional Services in accordance with Section 4.1 of these General Terms and Conditions.

(c) <u>Excluded Software and Hardware</u>. This Agreement does not govern, and DataBank shall not be responsible for, the maintenance or support of any software other than Supported Software or Extended Support Software, or for any hardware or equipment of any kind or nature, whether or not obtained by Customer from DataBank.

5.4 <u>CERTAIN OTHER RESPONSIBILITIES OF CUSTOMER</u>.

(a) <u>Operation of the Software and Related Systems</u>. Customer 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) <u>Access to Premises and Systems</u>. Customer shall make available reasonable access to and use of Customer's premises, computer hardware, peripherals, Software and other software as DataBank deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. Such right of access and use shall be provided at no cost or charge to DataBank.

(c) <u>Certified Software Employee</u>. Customer agrees to use commercially reasonable efforts at all times during the term of this Section 5 to maintain on its staff at least one (1) Certified Software Employee.

5.5 <u>PROFESSIONAL SERVICES FOR PROJECTS NOT COVERED BY TECHNICAL SUPPORT SERVICES OR ERROR CORRECTION SERVICES</u>. If Customer requests (a) Technical Support Services or Error Correction Services that DataBank is not obligated to provide, and DataBank nevertheless agrees to provide such requested Services, then in any such case Customer agrees that such Services shall not be covered by this Section 5 or the Annual Maintenance Fees and such Services only shall be engaged pursuant to a SOW and Professional Services engagement under Section 4 of these General Terms and Conditions.

6. **LIMITED WARRANTY FOR SERVICES**.

For a period of ninety (90) days from the date of completion of Professional Services, Technical Support Services or Error Correction Services, DataBank warrants to Customer that such Services have been performed in a good and workmanlike manner and substantially according to industry standards. Provided that, within the 90-day period referred to above, Customer notifies DataBank in writing of any non-conformity of such Services to the foregoing limited warranty, DataBank's sole obligation, and Customer's sole and exclusive remedy, shall be for

DataBank to use commercially reasonable efforts to re-perform the non-conforming Services in an attempt to correct the non-conformity(ies). If DataBank is unable to correct such non-conformity(ies) after a reasonable period of time, Customer's sole and exclusive remedy shall be: (a) in the case of Professional Services, to terminate the SOW under which the non-conforming Services have been performed, in which event DataBank will refund to Customer any portion of the Professional Services Fees under such SOW relating directly to such non-conforming Professional Services paid prior to the time of such termination; or (b) in the case of Technical Support Services or Error Correction Services, to exercise its termination rights under Section 10.2 of these General Terms and Conditions. This warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under this Agreement.

7. **DISCLAIMER OF OTHER WARRANTIES**.

(a)   EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.4 AND 6 OF THESE GENERAL TERMS AND CONDITIONS, DataBank MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, WORK PRODUCTS, INNOVATIONS, INFORMATION OR SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SOW. DataBank 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. DataBank DOES NOT WARRANT THAT ANY SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. DataBank DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

(b) CUSTOMER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, WORK PRODUCTS AND SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

(c)   No oral or written information given by DataBank, 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 DataBank by a corporate officer.

8. **LIMITATIONS OF LIABILITY**.

8.1 EXCEPT AS PROVIDED IN SECTION 8.3 BELOW, IN NO EVENT SHALL EITHER PARTY OR, IN THE CASE OF DataBank, ITS SUPPLIERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, WORK PRODUCTS OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

8.2   EXCEPT AS PROVIDED IN SECTION 8.3 BELOW, DATABANK AND ITS SUPPLIERS' LIABILITY FOR ANY CLAIMS, LOSSES 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 SOFTWARE OR ANY WORK PRODUCTS, SHALL IN NO EVENT EXCEED (1) IN ANY INDIVIDUAL CASE, THE AMOUNT THAT HAS BEEN ACTUALLY PAID BY CUSTOMER TO DataBank UNDER THIS AGREEMENT OR APPLICABLE SOWS WITH RESPECT TO THE TRANSACTION TO WHICH SUCH CLAIMS, LOSSES OR DAMAGES ARE RELATED; AND (2) IN THE AGGREGATE, THE LESSER OF (1) $1,000,000.00; OR (2) THE AGGREGATE OF ALL SOFTWARE

LICENSE FEES, PROFESSIONAL SERVICES FEES, EDUCATION SERVICE FEES AND ANNUAL MAINTENANCE FEES PAID BY CUSTOMER TO DataBank UNDER THIS AGREEMENT DURING THE PERIOD OF UP TO THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS DURING THE TERM OF THIS AGREEMENT. THE LIMITATIONS OF LIABILITY CALCULATED PURSUANT TO THIS SECTION 8.2 SHALL NOT INCLUDE PROCEEDING EXPENSES ADWARDED TO CUSTOMER PURSUANT TO SECTION 12.2 BELOW. PROCEEDING EXEPENSES ARE ADDITIONAL RELIEF NOT SUBJECT TO THE LIMIATIONS OF LIABLITY AS PROVIDED BY SECTION 8.2.

8.3   NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS OF SECTIONS 8.1 AND 8.2 ABOVE, AS APPLICABLE, SHALL NOT APPLY WITH RESPECT TO ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THE RESPONSIBLE PARTY'S BREACH OF SECTION 9 OF THESE GENERAL TERMS AND CONDITIONS (CONFIDENTIAL INFORMATION), ANY CLAIMS, LOSSES OR DAMAGES OF THIRD PARTIES THAT ARE SUBJECT TO THE RESPONSIBLE PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S BREACH OF SECTION 3.2 OR 3.3 OF THESE GENERAL TERMS AND CONDITIONS .

9. **CONFIDENTIAL INFORMATION**.

9.1 "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.

9.2 Each party agrees that, with respect to the Confidential Information of the other party, during the term of this Agreement and for a period of five (5) years thereafter (or in the case of any Confidential Information of a disclosing party that is a "trade secret", during the term of this Agreement and for a period of the longer of five (5) years or so long as such information remains a "trade secret" under applicable law) thereafter, such party 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 or disclose to any third party (except in performance of this Agreement) any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 9 committed by any of such party's employees, agents, consultants, contractors or representatives.

10. **TERM; TERMINATION; SURVIVAL OF PROVISIONS AFTER EXPIRATION OR TERMINATION**.

10.1 TERM.

(a) Term. Subject to the early termination provisions of Section 10.2 and 10.3, the initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and shall expire exactly one year after the effective date; and, except as otherwise provided in Sections 10.2 and 10.3, this Agreement shall be automatically renewed: (1) at the end of the Initial Term, for a partial year starting on the one year anniversary of the initial effective date through December 31st; and (2) thereafter, annually on a calendar year by calendar year basis.

(b) Term of Maintenance and Support under Section 5. Subject to the early termination provisions of this Section 10.1(b) and Sections 10.2 and 10.3, the initial maintenance period of Section 5 of these General Terms and Conditions is identified in Section 10.1(a)

above; and such Section 5 will be automatically renewed for an additional one (1) year without any further action by either party. DataBank will not have any obligation to provide any Services described in Section 5 of this General Terms and Conditions, unless and until Customer has paid DataBank's invoicing of Annual Maintenance Fees for such renewal maintenance periods. Notwithstanding anything to the contrary, the term of Section 5 shall immediately terminate at the time the version of the Software licensed by Customer and in use in its production environment becomes Retired Software.

10.2 <u>TERMINATION BY CUSTOMER</u>.

(a) <u>For Convenience</u>. At any time Customer may terminate:(1) this Agreement in its entirety; (2) only Section 4 of these General Terms and Conditions; (3) only Section 5 of these General Terms and Conditions; or (4) only both Section 4 and Section 5 of these General Terms and Conditions, in any such case for any reason or for no reason, upon not less than thirty (30) days advance written notice to DataBank to such effect. In addition, Customer may terminate any SOW at any time upon not less than thirty (30) days advance written notice to DataBank (unless otherwise provided in such SOW).

(b) <u>For Cause With Respect to Section 5</u>. Customer shall be entitled to give written notice to DataBank of any breach by DataBank, or other failure by DataBank to comply with, any material term or condition of Section 5 of these General Terms and Conditions, specifying generally the nature of such breach or non-compliance and requiring DataBank to cure the breach or non-compliance. If DataBank 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, Customer 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 Section 5 of these General Terms and Conditions.

10.3 <u>TERMINATION BY DataBank</u>.

(a) <u>For Cause</u>.

(1) <u>Breach Notice</u>. DataBank shall be entitled to give written notice to Customer of any breach by Customer, or other failure by Customer to comply with, any material term or condition of either this Agreement or of a SOW, specifying generally the nature of such breach or non-compliance and requiring Customer to cure the breach or non-compliance; provided that DataBank shall not be required to give Customer any opportunity to cure any breach or non-compliance.

(2) <u>Termination With Respect to the Agreement</u>. If Customer 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 with respect to this Agreement for which a cure period is provided within thirty (30) calendar days after receipt of such written notice, or in the event of a breach or action for which notice is not required pursuant to Section 10.3(a)(1) above, DataBank 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: (1) this Agreement in its entirety (including any pending SOWs); (2) only Section 4 (Professional Services) of these General Terms and Conditions; (3) only Section 5 (Maintenance and Support) of these General Terms and Conditions; or (4) only both of Section 4 and Section 5 of these General Terms and Conditions.

(3) <u>Termination With Respect to a SOW</u>. If Customer 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 with respect to a SOW within thirty

(30) calendar days after receipt of written notice of any such breach of non-compliance, DataBank 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 the applicable SOW.

(b) <u>For Convenience</u>. At any time DataBank may terminate Section 4 (Professional Services) of these General Terms and Conditions, but not pending SOWs, for any or for no reason, upon not less than thirty (30) days advance written notice to Customer.

10.4 <u>SURVIVAL OF CERTAIN PROVISIONS</u>.

(a) <u>Survival of Certain Obligations</u>.

(1) <u>Generally</u>. Termination of any of Section 4 of these General Terms and Conditions, Section 5 of these General Terms and Conditions or of this Agreement in its entirety, or of any SOW, will not discharge or otherwise affect any pre-termination obligations of either party existing under this Agreement or such SOW 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, Sections 3.3, 3.6, Section 7, Section 8, Section 9, this Section 10 and Section 12 of these General Terms and Conditions.

(1) <u>Pending SOWs</u>. Unless any pending SOWs are also expressly terminated as permitted by this Agreement, upon termination of Section 4 of these General Terms and Conditions for any reason, all SOWs then in effect hereunder shall continue in accordance with their terms, in which case such Section 4 shall continue in effect with respect to such pending SOWs until the completion of such SOWs.

(3) <u>Upon Termination of SOWs</u>. In the event of termination of any SOW, Customer shall pay DataBank the amounts specified in such SOW relating to Professional Services performed by DataBank prior to and including the date of termination, as well as any additional reimbursable costs or expenses which DataBank has incurred or contracted for with respect to the Professional Services and is unable to avoid. Additionally, all property of each party in possession of the other party relating to such SOW shall be returned, including, without limitation, any Work Products provided to Customer by DataBank under such SOW but not yet fully paid for by Customer. Subject to the termination of this Agreement in its entirety, Customer may keep any Work Products it has paid for in full.

11. **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 11 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 11 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.

12. **GENERAL PROVISIONS**.

12.1 <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 Iowa. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Iowa.

therefrom.

12.2 <u>PROCEEDING EXPENSES</u> **.** In any controversy, claim or dispute arising out of, or relating to, this Agreement or the method and manner of performance hereof, the parties shall be responsible for any cost or expense, including attorney fees, incurred in litigating the proceeding. For the purposes of this provision, the term "proceeding" shall include, arbitration, administrative, bankruptcy and judicial proceedings, including appeals therefrom. However, if the parties mutually agree to submit the controversy, claim or dispute to a mediator then the fee and expense of the mediator shall be shared equally by the parties. Parties would be individually responsible any cost or expense incurred in their participation in the mediation.

12.3 <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.

12.4 <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.

12.5 <u>INTEGRATION</u>. This Agreement, including any and all exhibits and schedules referred to herein and any SOWs, 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 Customer 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.

12.6 <u>NOTICES</u>. 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 U.S. mail, (B) certified U.S. mail, return receipt requested, or (C) reputable, national 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.

12.7 <u>BINDING EFFECT; 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, transfer or sublicense all or part of this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by a party of this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of such party's assets that assumes in writing all of such party's obligations and duties under this Agreement. Any assignment made without compliance with the provisions of this Section 12.7 shall be null and void and of no force or effect.

12.8 <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.

12.9 <u>SUBCONTRACTING</u>. DataBank may subcontract all or any part of the Services only with the prior written consent of Customer, which consent shall not be unreasonably withheld. DataBank shall remain responsible to Customer for the provision of any subcontracted Services.

12.10 <u>INDEPENDENT CONTRACTOR</u>. The parties acknowledge that DataBank is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing any Services.

12.11 <u>INJUNCTIVE RELIEF</u>. 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 the aggrieved party's protection and, accordingly, the aggrieved party shall have the right to seek, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

12.12 <u>MARKETING AND PUBLICITY</u>.

(a) <u>Press Releases</u>. DataBank may prepare and issue a press release referring to Customer and relating to the signing of this Agreement, the scope of the relationship and the Software solution established under this Agreement and the applications for which Customer will use the Software. Upon the reasonable request of DataBank, Customer will provide quotations from one or more of Customer's business leaders, relating to the reasons for Customer's selection of DataBank and the benefits that Customer expects to realize from its use of the Software, for inclusion in the press release. This press release will be subject to the prior approval of the Customer.

(b) <u>Case Studies</u>. DataBank may prepare, publish and distribute, for its sales, marketing and advertising purposes, up to five (5) case studies describing any or all of the applications for which the Software will be used by Customer (e.g., Accounts Payable). Each case study will be in form substantially similar to the form of the case studies displayed by DataBank on its corporate web site, www.databankimx.com, from time to time. Each such case study will be subject to the prior approval of the Customer.

(c) <u>Interviews</u>. Subject to availability, and without significantly interfering with an employee's responsibilities to Customer, upon the reasonable request of DataBank Customer agrees to make one or more employees available for interviews, relating to

DataBank, the Software and/or Customer's use of the Software and the
benefits it has derived from the Software, to be published or included in articles published
in industry, trade or other
publications.

(d) <u>Speaking Engagements</u>. Subject to availability, and without significantly interfering
with an employee's responsibilities to Customer, upon the reasonable request of
DataBank, Customer agrees to make one or more employees available to speak, relating
to DataBank, the Software and/or Customer's use of the Software and the benefits it has
derived from the Software not more than once annually (or more frequently only
with the prior written consent of Customer, in its sole discretion), at trade shows or
other similar conferences sponsored or attended by DataBank. DataBank agrees
that it shall reimburse Customer for the out-of-pocket travel, lodging, registration
and meals costs and expenses that are incurred by any such employees of Customer in
connection with such speaking engagements, provided that such costs and expenses are
reimbursable under Customer's employee expense reimbursement policies.

(e) <u>Limitations</u>. Except as specifically set forth in paragraphs (a) through (d) above, or as
necessary to perform its obligations under this Agreement, neither party shall, without
the prior written consent of the other party, use the names, services marks or trademarks
of such other party nor the name of any employee of such other party, or reveal the
existence of or terms of this Agreement, in any advertising or publicity release or
promotional literature. Except with regard to any permitted use granted under this
Section, the terms of this Section shall survive the termination, expiration, non-renewal or
rescission of this Agreement.

12.13 <u>COUNTERPARTS</u>. This Agreement may be executed in one or more counterparts, all of
which when taken together shall constitute one and the same instrument.

12.14 <u>EXPENSES</u>. Except as otherwise specifically provided herein, each party shall bear and
pay its own expenses incurred in connection with this Agreement and the transactions
contemplated hereby.

12.15 <u>THIRD PARTIES</u>. 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 duly executed this Agreement.

[Client]   DataBank IMX, LLC

_____   _____
Company Name ("Client")   Company Name ("DataBank")

_____   _____
By (Signature)   By (Signature)

_____   _____
Printed Name and Title   Printed Name and Title

___ / ___ / ___   ___ / ___ / ___

Dated   Dated

ATTACHMENT B

CERTIFIED SOFTWARE EMPLOYEE REQUIREMENTS

A Certified Software Employee for technical support and advice related to the operation or use

of is:

- With respect to the Software generally, a certified system administrator, as defined by the Software manufacturer.

- With respect to specialized Software modules, in which the vendor offers additional certifications, a certified administrator for the specialized module.

- With respect to the Software Application Programming Interfaces specifically, an OnBase Certified System Administrator or an employee of Customer who is OnBase API Certified.

The education and certification requirements for each certified status identified above are set forth on DataBank's training web site: https://training.onbase.com.

QUALIFIED EMPLOYEE REQUIREMENTS

"Qualified Employee" means, if Customer at any time does not have a Certified Software Employee, then an employee of Customer that fulfills the following knowledge and reporting requirements in connection with any communication to DataBank for Maintenance and Support:

(a) is at the computer where the Error or problem that is being reported occurred or has viewed captured screen shots of all error messages appearing on the computer where the Error or problem that is being reported occurred;

(b) knows and reports the version of the Supported Software that Customer is using;

(c) knows and reports any hardware interacting with or impacting the efficiency or effectiveness of the Supported Software;

(d) knows and reports any third-party software interacting with or impacting the efficiency or effectiveness of the Supported Software;

(e) knows and reports any recent changes to any hardware or third-party software described in clause (c) and (d) above;

(f) knows and reports the wording of any "error messages" or other messages that appeared on the computer screen; and

(g) knows and reports what happened, step-by-step, when the Error or problem occurred and any steps completed to attempt to rectify the Error or problem.

Attachment C will include the software licensing that is desired by Scott County, pending the outcomes of the initial solution analysis with DataBank and Scott County personnel.

Attachment D will include a mutually agreed upon Statement of Work (SOW) to meet the project goals of Scott County, pending the outcomes of the initial solution analysis with DataBank and Scott County personnel.

ATTACHMENT E

Canon ImageWARE Statement of Work

Software End User License Agreement
(Domestic Version)
IMPORTANT- READ CAREFULLY

This End User License Agreement ("EULA") is made between Hyland Software, Inc. ("Hyland"), 28500 Clemens Road, Westlake, Ohio 44145 USA, and _____ ("User"), _____ with respect to the licensing of the software products or modules listed or described on <u>Exhibit A</u> attached hereto, including , in each case, third party software bundled by Hyland as part of a unified product, and any security device(s) that may be used to protect the Software from unauthorized use ("Software").

1. **LICENSE**:

   (a) Subject to payment in full of the Software license fees, Hyland grants to User a perpetual (except as otherwise provided in this EULA), non-exclusive, non-assignable (except as otherwise provided in this EULA), limited license to the Software, in machine-readable object code form only, solely for use by: (i) User internally, and only for capturing, storing, processing and accessing User's own data; and (ii) subject to Section 1(m) below, by a third party contractor retained by User as a provider of services to User ("Contractor"), but only by the Contractor for capturing, storing, processing and accessing User's own data in fulfillment of the Contractor's contractual obligations as a service provider to User. The Software is licensed for use by a single organization and may not be used for the processing of third-party data as a service bureau, application service provider or otherwise. User shall not make any use of the Software in any manner not expressly permitted by this EULA.

   (b) User acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software may control such use. Software products that are volume-restricted will no longer function when the number of images processed within the annual term exceeds the maximum number of images per year (the "Volume Level").   User may choose to purchase a higher Volume Level at any time. User may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. User is prohibited from using any software other than the Software Client modules or the Software API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to User's use of such other software and User has paid to Hyland the Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland Software, Inc.'s licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

   (c) User shall be entitled to use one (1) production copy of each Software module licensed and one (1) additional copy of the Software licensed in User's production system for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software in a production environment. In addition, User shall be entitled to license a reasonable number of copies of the Software licensed in User's production system to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration modules of the Software licensed by User under this Agreement, and training User's employees on the Software ("Test Systems"). User may be required to provide to Hyland certain information relating to User's intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems.   User's sole recourse in the event of any dissatisfaction with any Software used in any non-production system is to stop using such Software and return it to Hyland. User shall not make additional copies of the Software not specifically authorized by this paragraph (c).

(d) User agrees: (1) not to remove any Hyland Software, Inc. notices in the Software or Documentation (as defined in Section 4(b)); (2) not to sell, transfer, rent, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Software or Documentation; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software; and (5) not to prepare derivative works from the Software or Documentation.

(e) "Beta Software" means either: (1) a complete new version of the Software which is a pre-release version only, is still undergoing development and testing at Hyland and is not a Hyland commercially released product; or (2) a potential new Software module which is included in a commercially-released version of the Software, but which is not available for commercial licensing by User or Hyland's other customers generally and is still undergoing development and testing at Hyland. From time to time Hyland may make Beta Software available for User's use in the Test Systems; and User may elect to license and use the Beta Software in the Test Systems. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Beta Software, User acknowledges and agrees that all Beta Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Beta Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software; or (2) the date of Hyland's commercial release of the final version of such Beta Software for licensing to its end users generally. Upon expiration or other termination of such period, User immediately shall discontinue any and all of use of the Beta Software and related documentation and remove or permit Hyland to deactivate the Beta Software. The expiration or termination of this EULA as to any Beta Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.

(f) From time to time User may elect to evaluate certain Software modules that it has not licensed and does not currently use in its production environment ("Evaluation Software"), for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for User's use in User's Test Systems. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Evaluation Software, User acknowledges and agrees that all Evaluation Software delivered in accordance with this paragraph shall be considered to be "Software" for all other purposes of this EULA. Notwithstanding anything to the contrary, as to any Evaluation Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) thirty (30) days after the date such Software is activated for use in User's Test Systems; or (2) immediately upon the delivery of written notice to such effect by Hyland to User. Upon expiration or other termination of such period, User immediately shall either (A) discontinue any and all of use of the Evaluation Software and related documentation and remove or permit Hyland to deactivate the Evaluation Software; or (B) deliver payment in full of the Software license fees that have been agreed upon for such Software to Hyland (if User purchases licenses for Software directly from Hyland) or to Hyland's authorized solution provider (if User purchases licenses for Software through such authorized solution provider), and confirm in writing to Hyland that such Evaluation Software is added as additional Software licensed for User's use in its production environment and (and other permitted environments) under this EULA. The termination of this EULA as to any Evaluation Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.

(g) Upon expiration or other termination of any period of use of any Beta Software or of any Evaluation Software that User elects not to purchase a license to for use in User's production environment under this EULA, User agrees that it will provide to Hyland remote access to User's systems on which such Beta Software or such Evaluation Software is installed for the limited purpose of permitting Hyland to deactivate such Beta Software or such Evaluation Software.

(h) User may not assign, transfer or sublicense all or part of this EULA without the prior written consent of Hyland; provided that Hyland agrees that such consent shall not be unreasonably withheld in the case of any assignment by User of the EULA in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of User's assets that assumes in writing all of User's obligations and duties under this EULA.

(i) The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. That third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. User acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software) may grant you additional rights to such open source software.

(j) The optional AccuZip™ component of the OCR for AnyDoc and AnyDoc EXCHANGEit Software products contains material obtained under agreement from the United States Postal Service (USPS) and must be kept current via an update plan provided by Hyland to maintain User's continued right to use. The USPS has contractually required that the Software include "technology which automatically disables access to outdated [zip code] products." This technology disables only the AccuZip component and is activated only if AccuZip is not updated on a regular and timely basis. Hyland regularly updates the zip code list as part of maintenance and support for the AccuZip module.

(k) If applicable, Software also includes all adapters created by Hyland and provided to you by Hyland or a Hyland authorized solution provider as part of an integration between the Software and a third party line of business application ("Integration Code"). Such Integration Code may only be used in combination with the Software and in accordance with the terms of this EULA.

(l) The parties agree that any use of the Software by any Contractor shall be undertaken only in compliance with this EULA. User shall not allow any Contractor to: (1) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs"); (2) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or (3) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community), either through Contractor's use of User's own log-in credentials or through credentials received directly or indirectly by Contractor, in any case unless and until such Contractor and Hyland have executed an agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). In the case of any Contractor which has not signed a Contractor Use Agreement (including in the case of any breach by User of the preceding sentence ("Unauthorized Contractor")), User agrees to indemnify Hyland from and against all claims, liabilities, losses, damages and costs, including, but not limited to, reasonable attorneys' fees and court costs, suffered or incurred by Hyland to the extent arising from breach by such Contractor of any provision of the Agreement, and in the case of an Unauthorized Contractor, any obligation to which such Unauthorized Contractor would have been subject had it signed the Contractor Use Agreement.

(m) The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). User is not licensed to use the Software in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non- controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. User agrees not to use, distribute or sublicense the use of the Software in, or in connection with, any High Risk Use." User agrees to indemnify and hold harmless Hyland from any third-party claim arising out of User's use of the Software in connection with any High Risk Use.

(n) Upon reasonable notice to User, and upon a schedule that is mutually agreed upon by the parties, Hyland shall be permitted access to User's Software system and to audit User's use of the Software in order to determine User's compliance with the licensing terms this EULA. User shall reasonably cooperate with Hyland with respect to its performance of such audit. User acknowledges and agrees that User is prohibited from publishing

the results of any benchmark test using the Software to any third party without Hyland's prior written approval, and that User has not relied on the future availability of any programs or services in entering into this EULA.

(o) The Medical Imaging Viewer Powered by Agfa Software module can provide an optional lossy compression algorithm for the permanent long-term archive. Responsibility for any decision by User to implement lossy compression (as opposed to lossless compression, which is the default) and or the deletion of the original data file will lie solely with the User. User acknowledges that lossy compression is irreversible and will result in the permanent destruction of image data and a loss of image quality. User also acknowledges that any decision as to the suitability of lossy compression for a particular image type or class of images lies solely with the User.

2. **OWNERSHIP**: Hyland's direct and indirect suppliers, including Hyland Software, Inc. and its suppliers, own the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software, except for the limited express rights granted in this EULA.

3. **INSTALLATION; DELIVERY OF HASPS AND CDS**: User may retain Hyland or the Hyland authorized solution provider through which User orders the Software to provide installation services pursuant to the terms of a separate work agreement governing the procurement and performance of such services. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software. Delivery of HASPs and CDs, if any, shall be F.O.B. Hyland's offices in Westlake, Ohio, USA.

4. **LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES**:

(a) For a period of sixty (60) days from the date of delivery of Software delivered to User on tangible media at User's site, Hyland warrants to User that the media on which the Software is delivered are free from defects in materials and in workmanship.

(b) For a period of sixty (60) days from the earlier of: (1) the date that license codes, files, or certificate necessary for User to activate the Software for use have been shipped or made available for download to the destination applicable under the purchase order for the Software received by Hyland; or (2) the sixtieth (60th) day after the date that the Software has been shipped or made available for download to the destination applicable under the purchase order for the Software received by Hyland, Hyland warrants to User that the Software, when properly installed and properly used, will operate substantially in accordance with the "Help Files" included in the Software that is included in the Software that relate to the functional, operational or performance characteristics of the Software ("Documentation"). The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Software that has been (1) modified by User or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused.

(c) Hyland's sole obligation, and User's sole and exclusive remedy, for any non-conformities to the express limited warranties under paragraph (a) or (b) shall be as follows: provided that, within the applicable 60-day period, User notifies Hyland in writing of the non-conformity, Hyland will either (1) repair or replace the non-conforming media or Software, which in the case of the Software may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Hyland determines that repair or replacement of the non-conforming media or Software is not commercially practicable, then terminate this EULA with respect to the Software associated with the non-conforming media or with respect to the non-conforming Software, in which event, upon compliance by User with its obligations under Section 7, Hyland will refund any portion of the Software license fees paid prior to the time of such termination with respect to such Software.

(d) HYLAND AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES OR REPRESENTATIONS REGARDING THE SOFTWARE OR ANY MEDIA. HYLAND AND SUCH SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESSED IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF GOOD TITLE, WARRANTIES

AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES THAT ARISE OR MAY BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL SATISFY USER'S REQUIREMENTS OR IS WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES. HYLAND AND ITS SUPPLIER DO NOT PROVIDE ANY WARRANTY OR ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

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

5. **LIMITATIONS OF LIABILITY:** IN NO EVENT SHALL HYLAND'S (INCLUDING ITS SUPPLIERS') LIABILITY EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEES ACTUALLY PAID BY USER. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR CLAIMS BY THIRD PARTIES, EVEN IF HYLAND SOFTWARE, INC. OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL MICROSOFT CORPORATION, AS A SUPPLIER TO HYLAND OF THIRD PARTY SOFTWARE BUNDLED WITH THE SOFTWARE LICENSED UNDER THIS AGREEMENT, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS ($5.00).

FOR USERS THAT PROVIDE HEALTHCARE SERVICES: IF USER USES THE SOFTWARE IN A CLINICAL SETTING, USER ACKNOWLEDGES THAT THE SOFTWARE IS AN ADVISORY DEVICE AND IS NOT INTENDED TO SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF THE USER'S USERS OF THE SOFTWARE.

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

7. **TERMINATION**: Except in the case of a breach or failure to comply by User with any of the provisions of Section 1(d) of the EULA (with respect to which User shall have no right to cure a breach or non-compliance and Hyland may terminate this EULA immediately upon written notice to such effect to User), Hyland may terminate this EULA if User breaches or fails to comply with any provision of this EULA and Hyland first gives written notice to User of the breach or non-compliance with this EULA, which notice shall specify in reasonable detail such breach or non-compliance, and User fails to cure such breach or non-compliance within thirty (30) calendar days after receipt of such notice. Upon termination of this EULA for any reason, including, but not limited to, as specified in this Section 7 or in Section 4, User shall immediately (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation and any HASP's to Hyland, or (2) with the permission of Hyland, destroy the Software, Documentation and any HASP's and certify in writing to Hyland that User has completed such destruction. The obligations of User under the preceding sentence and all disclaimers of warranties and limitations of liability set forth in this EULA shall survive any termination.

8. **SEVERABILITY**: In the event that a court of competent jurisdiction determines that any portion of this EULA is unenforceable, it shall not affect any other provisions of this EULA.

9.   **NOTICE**: All notices, requests or other communications required to be given pursuant to this EULA shall be in writing, shall be addressed to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing, and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, Hyland or by prepaid commercial overnight courier. All notices, requests or other communications delivered as specified herein shall be deemed to have been given and received on the date personally delivered or on the date deposited in the U.S. mail or with the commercial overnight courier.

10. **GOVERNING LAW AND JURISDICTION**: The laws of the State of Ohio, shall govern this EULA, without regard to the conflict of laws principles thereof. The parties mutually agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended shall not be applicable with respect to this EULA. Any legal action brought concerning this EULA or any dispute hereunder shall be brought only in the courts of the State of Ohio, in the County of Cuyahoga, or in the federal courts located in such state and county. Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Hyland as a party, User agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise to take any and all reasonable actions to achieve Hyland's objectives of this provision.

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

12**. EXPORT:** The Software and Documentation are subject to United States export control laws and regulations. User 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. Department of Commerce Export Administration Regulations (EAR), to assure that the Software or Documentation is not exported in violation of United States of America law. User agrees that it will not export or re-export the Software or Documentation to any organizations or nationals in the territories of Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. User shall not use the Software or Documentation for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.

13. **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 EULA; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this EULA as it applies to their respective software products.

14. **ENTIRE AGREEMENT**: This EULA (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 EULA and the additional terms contained in any invoice delivered by Hyland or the Hyland authorized solution provider, and any preprinted terms on any purchase order form used for the convenience of User are objected to and shall not alter or amend the terms of this EULA or any such invoice. This EULA may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct.

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

HYLAND SOFTWARE, INC.

By: By:

Print Name: Print Name:

Title: Title:

Date: Date:

                                             <u>Hyland Legal</u>

                                             Approved By:

                                             Date:

Software licensed for use pursuant to the EULA:

    1.   Software modules or products with respect to which User properly submits a written purchase order to, and pays Software license fees to, Hyland or its authorized solution provider. All such modules accurately listed on User's properly submitted written purchase order(s) shall, upon payment in full of the Software license fees, automatically be deemed to be added to the Software listed on this Exhibit A, whether or not the parties actually amend the form of this Exhibit A.

    2.   All "Upgrades or Enhancements" to the Software described in paragraph (1) above that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and Hyland or Hyland's authorized solution provider.

Payment of Software license fees:

Unless and until Hyland notifies User in writing to the contrary, the Software license fees due and payable by User shall be mutually agreed upon by User and Hyland's authorized solution provider from which User ordered the Software; User is authorized to make any and all payments of such Software license fees to such authorized solution provider pursuant to such payment terms as User shall have mutually agreed to with such authorized solution provider; and User agrees to pay such Software license fees and to make all such payments in accordance with such mutually agreed upon terms.

General Information

Quote Number	00000196	Created Date	3/25/2016
		Expiration Date	4/29/2016
		Prepared By	Lee Meyerdirk

Contact Information

Name	Matt Hirst	Account Name	Scott County, IA
Mailing Address	Scott County Courthouse	Department	Sales
	400 W. 4th St.	Email	lmeyerdirk@databankimx.com
	Davenport, IA 52801		
	US		
Phone	563-326-3261		
Email	mhirst@scottcountyiowa.com		

Product	Product Code	List Price	Sales Price	Quantity	Total Price
Advanced Capture	IAIPW1	$25,000.00	$25,000.00	1.00	$25,000.00
Advanced Capture - Maintenance	IAMPW1	$5,000.00	$5,000.00	1.00	$5,000.00
Document Import Processor	DPIPW1	$5,000.00	$5,000.00	1.00	$5,000.00
Document Import Processor - Maintenance	DPMPW1	$1,000.00	$1,000.00	1.00	$1,000.00
Local Government Concurrent Client	GV-B-MU2-CTIPC1	$650.00	$650.00	40.00	$26,000.00
Local Government Concurrent Client - Maintenance	GV-B-MU2-CTMPC1	$130.00	$130.00	40.00	$5,200.00
Local Government Enterprise Application Enabler	GV-B-MU2-AEIPI2	$20,000.00	$20,000.00	1.00	$20,000.00
Local Government Enterprise Application Enabler - Maintenance	GV-B-MU2-AEMPI2	$4,000.00	$4,000.00	1.00	$4,000.00
Local Government Integration for Microsoft Outlook 2010	GV-B-MU2-OLIPI1-10	$2,000.00	$2,000.00	1.00	$2,000.00
Local Government Integration for Microsoft Outlook 2010 - Maintenance	GV-B-MU2-OLMPI1-10	$400.00	$400.00	1.00	$400.00
Local Government Integration for Microsoft Outlook 2013	GV-B-MU2-OLIPI1-13	$2,000.00	$2,000.00	1.00	$2,000.00
Local Government Integration for Microsoft Outlook 2013 - Maintenance	GV-B-MU2-OLMPI1-13	$400.00	$400.00	1.00	$400.00
Local Government Licensing Bundle	GV-B-LOCAL	$16,000.00	$16,000.00	1.00	$16,000.00
Local Government Licensing Bundle - Maintenance	GV-B-LOCAL-M	$3,200.00	$3,200.00	1.00	$3,200.00
Local Government Office Business Application for 2010	GV-B-MU2-OIIPW1-10	$40.00	$40.00	100.00	$4,000.00
Local Government Office Business Application for 2010 - Maintenance	GV-B-MU2-OIMPW1-10	$8.00	$8.00	100.00	$800.00
Local Government Office Business Application for 2013	GV-B-MU2-OIIPW1-13	$40.00	$40.00	50.00	$2,000.00
Local Government Office Business Application for 2013 - Maintenance	GV-B-MU2-OIMPW1-13	$8.00	$8.00	50.00	$400.00
Local Government Production Document Imaging (TWAIN)	GV-B-MU2-TIIPW1	$2,000.00	$2,000.00	1.00	$2,000.00

Local Government Production Document Imaging (TWAIN) - Maintenance	GV-B-MU2-TIMPW1	$400.00	$400.00	1.00	$400.00
Local Government Production Document Imaging (TWAIN) 2+	GV-B-MU2-TIIPW2	$800.00	$800.00	3.00	$2,400.00
Local Government Production Document Imaging (TWAIN) 2+ - Maintenance	GV-B-MU2-TIMPW2	$160.00	$160.00	3.00	$480.00
Local Government Records Management	GV-B-MU2-RIIPI1	$8,000.00	$8,000.00	1.00	$8,000.00
Local Government Records Management - Maintenance	GV-B-MU2-RIMPI1	$1,600.00	$1,600.00	1.00	$1,600.00
Local Government Web Server	GV-B-MU2-WTIPW1	$4,000.00	$4,000.00	1.00	$4,000.00
Local Government Web Server - Maintenance	GV-B-MU2-WTMPW1	$800.00	$800.00	1.00	$800.00
Local Government Workflow Concurrent Client SL	GV-B-MU2-WLIPC1	$1,000.00	$1,000.00	10.00	$10,000.00
Local Government Workflow Concurrent Client SL - Maintenance	GV-B-MU2-WLMPC1	$200.00	$200.00	10.00	$2,000.00
OnBase-Premium Subscription	PETWS1-P	$0.00	$3,200.00	1.00	$3,200.00
Report Services	RPIPI1	$5,000.00	$5,000.00	1.00	$5,000.00
Report Services - Maintenance	RPMPI1	$1,000.00	$1,000.00	1.00	$1,000.00
Unity Integration Toolkit	UIIPI1	$10,000.00	$10,000.00	1.00	$10,000.00
Unity Integration Toolkit - Maintenance	UIMPI1	$2,000.00	$2,000.00	1.00	$2,000.00

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Software Subtotal              $143,400.00
Less Scott County Discount     $(8,000.00)
Annual Maintenance Contract     $31,880.00
Total payable Net 45 days      $146,970.00
Total payable Net 120 days      $20,310.00
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Signature

Databank Print Name

Customer Print Name

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Databank Authorized Signature

Customer Authorized Signature

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DataBank Signature Date

Customer Signature Date

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Attachment D - Statement of Work

Scott County, Iowa
ECM Project
3/29/2016

Table of Contents

Version Control

Document Attributes

Document Name	Statement of Work
Document Identifier	Scott County Iowa ECM Project
Publish Date	03.16.2016
Current Revision Number	0.2

Revision History

Version Number	Date	Responsibility (Author)	Description
0.1	03.16.2016	Daryl Eller	Initial draft
0.2	03.28.2016	Daryl Eller	Updated to include Stakeholder feedback

RACI Chart

Name	Position	*	R	A	S	C	I
Jason Engen	DataBank – Sales Director, Central Region	X		X	X		X
Casey Winkels	DataBank – Director of Pro Services, Midwest Region			X	X		X
Alan Givens	DataBank – Regional Manager of Pro Services, Midwest				X		X
Daryl Eller	DataBank – Business Analyst		X		X		X
Lee Meyerdirk	DataBank – Senior Solutions Consultant				X		X
County Administrator	Scott County Project Sponsor						X
Matt Hirst	Scott County Project Sponsor	X				X	X
John Heim	Scott County Subject Matter Expert					X	X
Stephanie Macuga	Scott County Project Manager					X	X
Column Key	* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement R – Responsible: Person responsible for creating this document. A – Accountable: Person accountable for accuracy of this document. S – Supports: Individuals providing supporting services in the production of this document. C – Consulted: Individuals providing input (interviewee, etc.). I – Informed: Individuals who must be informed of any changes.						

Introduction/Overview

Scott County Iowa, (hereinafter "Customer") is seeking to implement OnBase to reduce and eliminate paper throughout the County while increasing efficiencies in various business processes. The OnBase ECM (Enterprise Content Management solution) will replace the aging ImageWare (Canon ImageWare) application. OnBase ECM will also provide the County with a platform to expand automation and document sharing across County Departments. Customer will be leveraging DataBank IMX (hereinafter "Vendor") to design, implement, and support the solution.

Objective

The objective of this document is to present the project scope, deliverables, assumptions, and professional services estimate for implementing the solutions outlined in this Statement of Work (SOW) for Customer. It will also serve to solicit approval from Customer to move ahead with the described activities upon receipt of a signed copy.

Scope of Services

The scope of this project is limited to planning, analysis, implementation, testing, and training activities associated with the delivery of the proposed solutions. Installation and/or configuration of OnBase components that are not listed in the quote will require an approved change order.

Department/functional areas included in this Statement of Work include:

I.   **Installation and Configuration of OnBase ECM Core Production and Test Environments**
       Vendor will collaborate with Customer to develop an OnBase server topography plan. Once the topography plan has been defined, Customer will be tasked with completing server prerequisites prior to installation of OnBase software.   Vendor, with Customer's assistance, will then remotely configure and test the following:
       - OnBase Database
       - OnBase File Server
       - OnBase Application Server
         - Report Services
       - OnBase Web Server
       - OnBase Unity Client (single station)
       - OnBase Full Text Indexing (IDOL)

II.   **Volume Scanning Solutions**
       Vendor to implement a Volume Scanning OnBase ECM Solution for the Customer's Production Scanning team.

       The solution is to address the following Customer needs:
       1. Scan and Index 'Doc Prepped' physical documents
          Implement solution providing the Customer the ability to scan and index physical documents that have been 'Doc Prepped'. Doc Prepped refers to the existing Customer process of:
          a. Generating a physical 8.5" X 11" barcode sheet with up to five metadata values for indexing a document
          b. Verifying physical document is in a scan friendly format, no paper clips, multiple pages stapled, crimpled documents, etc.
          c. Sorting and storing barcode sheets preceding the related physical document

d. Sorting and storing physical documents by Department, and by Document Type

Vendor's proposed solution will be configured to provide Customer the ability to batch scan documents for sixteen Document Types. Solution to interpret Customer's existing barcode sheet's metadata and map those values for the document immediately following the barcode sheet.

2. Scan and Index physical documents without a barcode sheet
Implement solution providing the Customer the ability to scan and index physical documents without the use of a barcode sheet. The user will be able to manually key in metadata values relating to the scanned document displayed on screen.

Vendor is proposing onsite Customer training of Volume Scanning Solutions. Prior to onsite visit, Vendor will assist Customer with configuring Production Imaging Client workstation.

III. Account Payable Invoices – OnBase ECM Support

Vendor to implement a solution for the Customer's Accounts Payable process to import and retrieve Accounts Payable Invoices and Check Images. Vendor will initially perform validation that OnBase Application Enabler is able to interpret LOGOS screens defined in this SOW. Once confirmed, Vendor will continue with development of the solution.

The following LOGOS screens are to be interpreted:
1. Invoice Entry
2. Invoice Inquiry (Main Screen)
3. Accounts Payable Invoice Inquiry

Once validation has occurred between Vendor and Customer, the Application Enabled solution will be developed to allow the following:
1. Vendor/Customer to agree on desired 'short cuts' to access OnBase scanning and retrieval screens
2. When the desired short cuts have been initiated, OnBase ECM to interpret specific LOGOS fields as OnBase ECM Keywords
3. Depending on the short cut initiated, OnBase ECM will display an upload/scan screen or document retrieval listing
4. Vendor to train Customer on the process to install OnBase Application Enabler

Vendor to also develop process for importing LOGOS' multiple page, multiple check PDF into OnBase ECM
a. Process to perform a daily sweep of a specified network location for new LOGOS check PDFs
b. Process to split multiple-page check document into individual check documents based on Check #
c. Process to interpret Check #, Check Date, and First Address Line values as OnBase ECM keyword values for individual check indexing

IV. Juvenile Detention System – OnBase ECM Support

Customer has developed an in-house application, Juvenile Detention System (JDS), for managing information regarding resident stays. Currently, JDS maintains photos and documents in addition to other resident stay information. Proposed solution by Vendor will provide JDS solution access to store and retrieve JDS' photos and documents.

Vendor is proposing Customer to continue to utilize JDS' ability to acquire and display images, however, leveraging OnBase ECM for the image and document storage. Vendor will configure OnBase ECM to allow for metadata and images to be obtained and viewed by JDS.

Details of Vendor's solution is located in Appendix A.

Vendor to also create a process which will allow Customer the ability to import a batch of JDS' photos and documents into OnBase ECM. Batch process will require Customer to create a structured index document containing metadata values related to the documents being indexed. Vendor to provide Customer training of batch process.

V. Land Records – OnBase ECM Support

Currently, Vendor is proposing a solution for allowing the Customer's Auditor's Office, County Assessor's Office, City Assessor's Office, Treasurer's Office, and Planning and Development Office the ability to view "in-place" Land Records stored with the Customer's existing Cott Resolution solution. Vendor to collaborate with Customer for validity and testing during early stages of this proposed solution.

OnBase ECM has the option which allows the system to consume a formatted file that contains the metadata keywords and file path locations to documents stored external to OnBase ECM. As OnBase ECM parses this file, it will insert entries into the database that are similar to standard files, but rather than moving the files to an OnBase ECM designated path, it will set the path in the database to the file path provided for each unique item. OnBase ECM will then provide similar feature/functionality, with some limitations on the deletion and editing of files to maintain the integrity of the foreign file. The opening of files will be through native OnBase ECM viewers as is supported with files ingested fully into the system.

Vendor to provide Customer training on the solution processes needed to maintain and update this solution.

VI. Document Retention

Vendor to implement the Document Retention solution module that will focus on document retention attributes for up to thirty Document Types previously configured within OnBase ECM. Documents converted from ImageWare will be configured for permanent retention. Vendor to collaborate with Customer to develop a Document Retention schedule for the thirty document types prior to implementation.

Additional discovery between Vendor and Customer's SME team will be required prior to solution development.

VII. Report Services

Vendor to provide remote Report Services training with Customer's OnBase ECM Administrator regarding default reports provided with the solution. Solution will be installed and trained only in Customer's OnBase ECM's Production environment.

VIII. **Office Business Application** [1]

Vendor to provide remote training of Office Business Application Client Workstation configuration with Customer's OnBase ECM Administrator. Solution implemented will allow documents to be archived and indexed only into Customer's OnBase ECM's Production environment.

IX. **Future Project Discovery and Evaluation**

Vendor will work with Customer project sponsors, functional managers, Subject Matter Experts (SME), and IT department personnel to discover the current process, define the requirements, high level design, and plan the implementation and budget for possible future projects.

Possible future projects that could be a part of this discovery would include:

Human Resources
- Personnel Files
- HR Workflow (OnBoarding)
- Employee Forms

Public Web Access
- Automated Redaction

GIS Integration

County Attorney
- Case Management Software (Judicial Dialog) integration
- State Judicial Branch EDMS (Manage in Place)

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

Activity	Description
Project Initiation/Planning	- Internal project review and team assignment - Schedule Kick-off meeting with customer - Project Kick-off Meeting - Project planning documentation - Project Plan if applicable - Project Schedule if applicable
Solution Discovery	- Current process review - Review and refine business requirements - Identify future state - DataBank analysis of discovery notes - Draft Functional Design Document (FDD)
Solution Design	DataBank internal solution design workshops

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[1] Client is able to upgrade to a new version of OBA (i.e. MS 2010 to MS 2013) at no cost – assuming the upgrade is requested within 12 months of the original OBA purchase date. After 12 months, the new version of OBA must be purchased outright.

Activity	Description
Solution Development	- Installation/configuration activities - Development activities - Modifications per Unit Testing (if required) - Change Order process if applicable
Solution Demonstration	Demonstrate and review solution iteration with Customer
Testing	- Train the testers - Customer to provide test scripts and test data - Unit Testing - Support User Testing
Training	- User training - Administrative Training - Capture Training (if applicable) - Perform "Train the Trainer" training
Production Deployment	- Migration of solution to Production - Go-live support
Project Hand-off to National Support	- Formal review and hand-off to National Support Team<ol type="a"> - Transfer of on-going support
Project Management	- Assessment Planning - Resource Planning - Issue Management - Risk Management - Change Management - Status meetings / reports - Manage schedule - Manage budget

The following items may or may not have been discussed but are considered **out of scope** for this project:

Activity	Description
Implementation of other OnBase solutions	Activities related to the implementation of other OnBase solutions other than those listed in the Statement of Work are out of scope and will require an approved change order.
ImageWare Document Migration	A separate Statement of Work has been created for the migration of documents and metadata from ImageWare into OnBase ECM.
Activities not listed	Activities not listed in the in scope statement will require a change order.
Software procurement	Software procurement is referenced in a separate agreement

Pricing Breakdown

Professional Services Fees (Estimate) – Time and Materials
The following is a summary of the estimated costs for professional services by project. The services provided under this SOW will be delivered on a time and materials basis. DataBank shall invoice the Customer monthly for services performed.

Installation and Configuration of OnBase ECM Core
Estimate reflects effort for the Vendor to collaborate with the Customer for configuration and installation of OnBase ECM Core Production and Test server software and connectivity testing.

Phase	Estimated Hours	Rate	Total PS Estimate
Project Initiation/Planning	4.0	$ 165.00	$660.00
Solution Discovery	4.0	$ 165.00	$660.00
Solution Design	4.0	$ 165.00	$660.00
Testing	4.0	$ 165.00	$660.00
Training	2.0	$ 165.00	$330.00
Production Deployment	32.0	$ 165.00	$5,280.00
Project Management	10.0	$ 165.00	$1,650.00
Grand Total	**60.0**	**$ 165.00**	**$9,900.00**

Volume Scanning Solutions
Estimate reflects effort for the Vendor to collaborate with the Customer to implement Volume Scanning Solutions. The scanning solutions will allow for the process of scanning Customer's 'Doc Prepped' documents as well as a process for scanning/indexing documents without a barcode sheet.

Phase	Estimated Hours	Rate	Total PS Estimate
Project Initiation/Planning	2.0	$ 165.00	$330.00
Solution Discovery	4.0	$ 165.00	$660.00
Solution Design	2.0	$ 165.00	$330.00
Solution Development	40.0	$ 165.00	$6,600.00
Solution Demonstration	2.0	$ 165.00	$330.00
Testing	6.0	$ 165.00	$990.00
Training	4.0	$ 165.00	$660.00
Production Deployment	4.0	$ 165.00	$660.00
Project Hand-off to Support	2.0	$ 165.00	$330.00
Project Management	8.0	$ 165.00	$1,320.00
Travel & Expense – Discovery - One Resource, One Day			$1,410.00
Travel & Expense – Training & Deployment - Two Resources, One Day			$2,440.00
Grand Total	**74.0**	**$ 165.00**	**$16,060.00**

Accounts Payable Invoices – OnBase ECM Support

Estimate reflects effort for the Vendor to collaborate with the Customer to implement solution that is able to interpret screens defined within this SOW's Scope of Services section. Solution will also provide the ability to import LOGOS' multiple-page, multiple-check PDF, split into individual check documents, and index into OnBase ECM.

Phase	Estimated Hours	Rate	Total PS Estimate
Project Initiation/Planning	4.0	$ 165.00	$660.00
Solution Discovery	12.0	$ 165.00	$1,980.00
Solution Design	4.0	$ 165.00	$660.00
Solution Development	36.0	$ 165.00	$5,940.00
Solution Demonstration	4.0	$ 165.00	$660.00
Testing	6.0	$ 165.00	$990.00
Training	4.0	$ 165.00	$660.00
Production Deployment	5.0	$ 165.00	$825.00
Project Hand-off to Support	2.0	$ 165.00	$330.00
Project Management	15.0	$ 165.00	$2,475.00
Grand Total	**92.0**	**$ 165.00**	**$15,180.00**

Juvenile Detention System – OnBase ECM Support

Estimate reflects effort for the Vendor to collaborate with the Customer to implement a solution that provides Customer's Juvenile Detention System access to store and retrieve documentation with OnBase ECM. Vendor to also provide Customer the ability and training to batch import JDS documents and associated metadata.

Phase	Estimated Hours	Rate	Total PS Estimate
Project Initiation/Planning	2.0	$ 185.00	$370.00
Solution Discovery	6.0	$ 185.00	$1,110.00
Solution Design	2.0	$ 185.00	$370.00
Solution Development	32.0	$ 185.00	$5,920.00
Solution Development – Batch Import	5.0	$ 165.00	$825.00
Testing	8.0	$ 185.00	$1,480.00
Testing – Batch Import	3.0	$ 165.00	$495.00
Training	10.0	$ 185.00	$1,850.00
Training – Batch Import	1.0	$ 165.00	$165.00
Production Deployment	8.0	$ 185.00	$1,480.00
Project Hand-off to Support	2.0	$ 185.00	$370.00
Project Management	15.0	$ 165.00	$2,475.00
Grand Total	**94.0**		**$16,910.00**

Land Records – OnBase ECM Support

Estimate reflects effort for the Vendor to collaborate with the Customer to implement a solution that provides Customer's Land Record document metadata retrievable through OnBase ECM.

Phase	Estimated Hours	Rate	Total PS Estimate
Project Initiation/Planning	2.0	$ 165.00	$330.00
Solution Discovery	8.0	$ 165.00	$1,320.00
Solution Design	2.0	$ 165.00	$330.00
Solution Development	20.0	$ 165.00	$3,300.00
Testing	4.0	$ 165.00	$660.00
Training	2.0	$ 165.00	$330.00
Production Deployment	4.0	$ 165.00	$660.00
Project Hand-off to Support	2.0	$ 165.00	$330.00
Project Management	8.0	$ 165.00	$1,320.00
Grand Total	**52.0**	**$ 165.00**	**$8,580.00**

Document Retention

Estimate reflects effort for the Vendor to collaborate with the Customer to implement Records Management solution for retention rules of up to thirty Document Types.

Phase	Estimated Hours	Rate	Total PS Estimate
Project Initiation/Planning	4	$ 165.00	$660.00
Solution Discovery	4	$ 165.00	$660.00
Solution Design	4	$ 165.00	$660.00
Solution Development	14	$ 165.00	$2,310.00
Testing	4	$ 165.00	$660.00
Training	4	$ 165.00	$660.00
Production Deployment	6	$ 165.00	$990.00
Project Management	5	$ 165.00	$825.00
Grand Total	**45**	**$ 165.00**	**$7,425.00**

Report Services

Estimate reflects effort for the Vendor to perform testing and Customer Administrator training of default reports provided with Report Services.

Phase	Estimated Hours	Rate	Total PS Estimate
Testing	2	$ 165.00	$330.00
Training	4	$ 165.00	$660.00
Grand Total	**6**	**$ 165.00**	**$990.00**

Office Business Application

Estimate reflects effort for the Vendor to provide training of Office Business Application Client Workstation configuration with Customer's OnBase ECM Administrator.

Phase	Estimated Hours	Rate	Total PS Estimate
Project Initiation/Planning	1	$ 165.00	$165.00
Solution Discovery	2	$ 165.00	$330.00
Solution Design	1	$ 165.00	$165.00
Testing	2	$ 165.00	$330.00
Training	4	$ 165.00	$660.00
Project Management	1	$ 165.00	$165.00
Grand Total	**11**	**$ 165.00**	**$1,815.00**

Future Project Discovery and Evaluation

Estimate reflects effort for the Vendor to work with Customer project sponsors, functional managers, Subject Matter Experts (SME), and IT department personnel to discover the current process, define the requirements, high level design, and plan the implementation and budget for possible future projects.

Phase	Estimated Hours	Rate	Total PS Estimate
Discovery	32	$ 165.00	$5,280.00
Documentation	20	$ 165.00	$3,300.00
Travel & Expenses – Two Resources, Two Days			$2,780.00
Grand Total	**52**	**$ 165.00**	**$11,360.00**

All estimates of fees or time required to complete the project are provided for convenience only and are approximations of the anticipated amount of time needed to complete the project. Customer will be invoiced based on the amount of time actually required to complete the project. Vendor will bill monthly for services performed.

It is important to note that scope can change throughout the lifecycle of a project, requiring the use of DataBank's change order process. Customer should plan on some degree of scope change for internal budget planning purposes.

Totals

Projects	Total:
Installation and Configuration of OnBase ECM Core	$9,900.00
Volume Scanning Solutions	$16,060.00
Accounts Payable Invoices – OnBase ECM Support	$15,180.00
Juvenile Detention System – OnBase ECM Support	$16,910.00
Land Records – OnBase ECM Support	$8,580.00
Document Retention	$7,425.00
Report Services	$990.00
Office Business Application	$1,815.00
Future Project Discovery and Evaluation	$11,360.00
Professional Services Total:	**$88,220.00**

Travel Costs & Expenses

Costs associated with travel time to the Customer site(s) are invoiced as a trip charge(s). The travel estimates included above are based on the following expenses which will be itemized on the invoice and billed as incurred for amounts not to exceed without customer approval as detailed below:

Airfare $500.00
Hotel $95/night
Meals $45 per diem
Car Rental $70/per day

Overtime Policy

Professional Services are considered overtime if they belong to one of the following situations:
1) Work is being performed in the same time zone as DataBank Headquarters (CST) and the work falls outside of the standard business hours (Monday – Friday, 8:00 AM – 5:00 PM).
2) Work is being performed in a different time zone other than that of DataBank Headquarters (CST) and the work falls outside the hours of (Monday – Friday, 8:00 AM – 5:00 PM) in said time zone.

In certain circumstances, DataBank will perform work outside of normal business hours. DataBank will only charge an overtime premium when Customer has requested that work be performed outside of standard business hours (see above for location and/or hours details). Overtime rates are billed at 1.50 times the quoted services rate.

Prerequisites

1. Purchase Orders in place for minimum Discovery Services
2. Signed Statement of Work

Services Rendered and Timeline Estimation

The parties agree that any services described in this SOW that have been performed prior to the execution of this SOW by the parties nevertheless shall be covered by all terms and conditions of this SOW.

Compensation and Payment Schedule

Vendor will charge and bill services fees to Customer for the deployment services provided under this SOW in the following manner:

1. Time and Materials will be billed monthly

Other than when payment terms are specifically delineated in a Master Services Agreement, Customer agrees to pay for all Services and Products within forty-five (45) days of receipt of an invoice from Vendor.

Change Order Authorization

In the event that additional services are required outside the scope of this SOW a change order will be generated. The change order will contain the details of the extension to this SOW and will contain Time and Cost estimates. Once the change order has been executed by both parties a new SOW will be generated to cover the items listed in the change order.

DataBank Project Staff

While DataBank strives to align qualified resources on our client projects, we understand that all personalities are not always a good fit in every Client environment. In the event that Scott County feels a DataBank resource is not a good asset for the project, DataBank will work with the County to replace that resource or come to a resolution that is appropriate for the success of the project.

Project Assumptions

After the purchase order has been received, the vendor will follow a standardized set of procedural, deployment, and project management business processes. These defined project processes and assumptions will expose the Customer to the Vendor's proven methods to a successful deployment. These processes will also help define specific Vendor/Customer responsibilities in order to minimize project confusion as defined below:

Required Documentation
1. An approval to bill (purchase order, contract, existing block time, master service agreement, etc.) is received by Vendor prior to scheduling development and deployment.
2. A signed Solution Design Document is received by Vendor prior to scheduling development and deployment.
3. If applicable, a Pre-Installation form is completed in full prior to deployment.

Pre-Deployment
1. A project kick-off meeting has been held with all applicable project members prior to commencing of implementation activities.
2. All applicable System Servers are installed, tested, and properly working prior to deployment.
3. All applicable Operating Software is installed, tested, and working properly prior to deployment.
4. All applicable OnBase Software is downloaded and placed in a directory on the server(s) it will be installed on.
5. A network account with full administrative rights to the network and hard ware is set up and made available to the Vendor for both onsite and remote work.
6. Customer will provide project staff with access to all printed and electronic information relevant to this project at the beginning of the project.
7. An up-to-date test environment that closely resembles the production environment is in place prior to deployment. If the customer chooses not to establish a test environment, they understand that the system/solution will be deployed into their production environment.

Deployment
1. Remote access is established and made available to Vendor during the deployment process.
2. Vendor will deploy the solution as agreed upon in the formal Solution Design Document.
3. Vendor will deploy the solution in the customer test environment, unless agreed upon by both parties prior to deployment.
4. Vendor will test the system to assure that it performs within the project requirements prior to training.
5. Vendor will provide a solution Performance Validation demonstration prior to formal training. Any issues or project gaps must be identified and documented at that time. Issues not identified as part of the Solution Design Document will be subject to a formal Change Order process, which may result in schedule changes and/or additional charges.
6. Vendor will utilize the "Train the Trainer" method of end user training. This allows Customer resources to better support the delivered solution after Vendor staff is no longer on site. The

target candidates for this training are key users that can facilitate the training of the rest of the user base.

7. Customer Test system will reflect permissions, system restrictions, user accounts, etc. identical to those implemented in the production environment.
8. Customer will test the deployed solution as defined within the Solution Design Document. Vendor will provide formal testing support as defined in the Solution Design Document.
9. Customer will document all issues/change requests as part of the testing process. Vendor will only make changes during the testing process for issues that affect system performance. All other changes will be made as a single effort upon completion of testing by the customer.
10. Vendor will deploy the system into production once it is accepted by the customer as functioning per the Solution Design Document and any negotiated Change Orders.
11. Vendor will provide up to 1 day of Go-Live support once the system is put into production. This support will be via remote access unless other requirements are agreed upon by both parties prior to acceptance of the Solution Design Document. Additional Go-Live requirements are subject to applicable Project Management fees.
12. Vendor assumes Customer is current on software maintenance, thus being eligible to receive the upgrade software per the OnBase maintenance agreement. If Customer is not current on software maintenance, they must work with their DataBank account manager to resolve.
13. Vendor assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.
14. Customer has up to ninety (90) days from the Go-Live date to "Accept" the deployed solution. In the absence of documented exceptions or a signed Work Acceptance document, the solution will be deemed accepted 30-days subsequent to delivery of the Acceptance document. Any issues not identified within 30 days will be treated as Support Issues and fall under the Vendor Hardware/Software Maintenance agreement terms and conditions.
15. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. DataBank assumes that the Customer is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.

Project Management
1. Vendor will assign the appropriate resources in order to meet all milestones/requirements as defined within the Solution Design Document.
2. Customer will assign applicable resources in order to meet all milestones/requirements as defined in the Solution Design Document.
3. Vendor will manage/schedule its own resources as part of the deployment process.
4. Customer will manage/schedule its own resources as part of the deployment process.
5. Vendor will attend up to 1 Project Status meeting per week during the deployment process. Attendance will be via remote conference call unless other requirements are agreed upon by both parties prior to acceptance of the Solution Design Document. Additional Project Status requirements are subject to applicable Project Management fees.
6. Formal Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes.
7. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by the customer as part of the Change Order Process.

8. Vendor will update the Project Schedule throughout the project duration as necessary adjustments are identified and agreed upon by both parties.

Solution Specific Assumptions
1. Volume Scanning Solutions
   a. Customer's scanner(s) utilized for Volume Scanning are configured with a TWAIN driver compatible with OnBase
   b. Customer's workstations utilizing Volume Scanning meet workstation requirements for OnBase's Rich-client workstation software
   c. Customer's physical documents are sorted by Department and Document Type
   d. Customer's barcode metadata has a consistent, structured format by Document Type
   e. Customer's document barcode sheet has at a minimum one, but no more than five metadata values
   f. Customer's documents following a single barcode sheet will be stored as a single document with metadata obtained from the preceding barcode sheet
   g. Customer's document barcode sheet will be utilized as a document separator
   h. Customer's Document Types utilized for this solution match the Document Types defined during the ImageWare data migration. Additional Document Types can be added, but will require a Change Order or additional SOW for implementation.
2. Accounts Payable Invoices – OnBase ECM Support
   a. Vendor and Customer have an assumption that OnBase Application Enabler will be able to interpret LOGOS screens defined in this SOW.
3. Juvenile Detention System – OnBase ECM Support
   a. Customer has the technical ability to modify their Juvenile Detention System to utilize web services provided by Vendor. Vendor will not modify Juvenile Detention System directly, but will require Customer to perform necessary updates to implement solution.
   b. Vendor's solution is strictly for passing document image, document type, and keyword values to/from OnBase. No other functionality will be provided with these web services.
   c. Customer's Juvenile Detention System will continue to leverage existing methods for capturing and displaying image and associated metadata.
4. Land Records – OnBase ECM Support
   a. Vendor assumes that OnBase ECM is able to be configured to view "in-place" documents maintained by Cott Systems' Resolution Software. Initial stages of the project will include the Vendor performing additional discovery and testing with the Customer to confirm validity. If it's determined that this is not a viable solution, Vendor will need to perform additional discovery with the Customer and provide revised estimates.
   b. Customer's Land Base records can be accessed by a file location that is 80 characters or less
   c. Customer is able to provide a daily extract file with the following elements:
      i. File locations by unique, document identifier
      ii. Structured metadata unique to each document identifier
      iii. Identifier to determine if a document is new from a previous extract
   d. Customer is able to provide read only access to Land Records for OnBase ECM to access
   e. Vendor to configure OnBase ECM User Groups for read only access to Land Record files. If User Groups are modified to no longer be 'read only', DataBank, nor Hyland Software will be held accountable if documents are removed.
   f. Scott County will validate with Cott Systems that this solution will not invalidate their software Terms of Use of Resolution software
   g. DataBank, nor Hyland Software will be held legally accountable if Scott County's Term of Use with Cott Systems Resolution software is invalidated.

Binding Affects and Agreements

This SOW 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 SOW, 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 constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

Acceptance of SOW

This SOW represents Vendor's offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Customer signing and delivering this SOW to Vendor within 30 days from the date of this document (the "Acceptance Deadline"). Vendor may withdraw this offer at any time prior to acceptance by Customer. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by Vendor, if this offer is not accepted, in the manner provided above, by Customer on or before the Acceptance Deadline.

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

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

DataBank IMX

Company Name	Customer Name
By (Signature)	By (Signature)
Printed Name and Title	Printed Name and Title
Dated	Dated

Appendix A – OnBase Integration Web Service Proposal and Project Description

Customer has an in-house scanning application for Juvenile Detention photos and documents. Customer has requested a solution to allow the application to store and retrieve images from OnBase.

Vendor to provide the following solution:

I.   Web Service
     A WCF web service will be created and delivered as executable binaries with the following exposed methods:
     a.   Retrieve Document List from OnBase
          i.   The method will accept a request object containing the following parameters:
                1.   List of document types or single custom query
                2.   List of search keywords and values
          ii.   The input request can be passed as a .NET class from a calling application or as a JSON string from an HTTP client.
          iii. The method will return a result object containing the following values:
                1.   List of documents available (will be null if an error occurs)
                     Each document object will contain the following values:
                     a.   Document ID
                     b.   Document Type
                     c.   Document Name
                     d.   Document Date
                     e.   List of document keywords and values
                2.   Error message string (will be null if errors do not occur)
          iv.   The result object can be returned as a .NET class if called from an application or as a JSON string if called from an HTTP client.

     b.   Retrieve Document Image from OnBase
          i.   The method will accept a request object containing the following parameters:
                1.   Document ID
                     or
                2.   Search criteria:
                     a.   List of document types or single custom query
                     b.   List of search keywords and values
          ii.   The input request can be passed as a .NET class from a calling application or as a JSON string from an HTTP client.
          iii. The method will return a result object containing the following values
                1.   Document Data object (will be null if an error occurs)
                     a.   Document ID
                     b.   Document Type
                     c.   Document Name
                     d.   Document Date
                     e.   List of document keyword values
                     f.   File extension or mime type of the returned document's file type
                     g.   Byte array containing document file
                2.   Error message string (will be null if errors do not occur)
          iv.   The result object can be returned as a .NET class if called from an application or as a JSON string if called from an HTTP client

     c. Store Document to OnBase
- i. The method will accept a request object containing the following parameters:
  1. Document Type
  2. List of document keywords
  3. File extension or mime type of the returned document's file type
  4. Byte array containing document file
- ii. The input request can be passed as a .NET class from a calling application or as a JSON string from an HTTP client.
- iii. The method will return a result object containing the following values:
  1. Document ID (will be null if an error occurs)
  2. Error message string (will be null if errors do not occur)
- iv. The result object can be returned as a .NET class if called from an application or as a JSON string if called from an HTTP client

II. WSDL and Proxy Class
    a. Using the WSDL from the web service developed in item I, the developer will produce a proxy class for use in .NET application calls to the web service.
    b. This proxy class will be delivered in either VB.NET or C# as determined by the Scott County developer.

III. Sample Client Application
    a. A simple example project will be created using the proxy class described in item II.
    b. This client application will call each of the methods in the web service described in item I.
    c. The sample client will be delivered in either VB.NET or C# as determined by the Customer's developer.

IV. Developer Training
If needed, the Vendor's developer will work with the Customer's development staff to ensure that they understand and are able to implement the code provided in the sample client into their in-house Juvenile Detention application.

Attachment E - Statement of Work

SCOTT COUNTY
IMAGEWARE DOCUMENT MIGRATION
03/28/2016

Prepared by: Gabriel Russo
DataBank IMX
www.databankimx.com

Table of Contents

Version Control

Document Attributes

Document Name	Statement of Work: Scott County ImageWare Document Migration
Document Identifier	Scott County – ImageWare Document Migration

Revision History

Version Number	Date	Responsibility (Author)	Description
1.0	03/09/2016	Gabriel Russo	Initial draft
2.0	03/28/2016	Lee Meyerdirk	Changes based on client request

Introduction/Overview

Scott County (hereinafter "Customer") is in need of the migration of documents and metadata into OnBase from the ECM application Canon ImageWare (hereinafter "Legacy System"). This Statement of Work (the "Scott County – ImageWare Document Migration"), between Customer and DataBank IMX, LLC (hereinafter "Vendor" or "DataBank") is for Vendor to provide data conversion services including "Database Engineer" resources and the implementation of a conversion solution to perform the data extraction of document files and metadata from Legacy Application, the creation of OnBase import files, the processing of OnBase import files and the reconciliation between imported OnBase documents and Legacy Application documents.

Objective

The objective of this document is to present the project scope, deliverables, assumptions, and professional services estimate for performing the customer requested conversion service. It will also serve to solicit approval from Customer to move ahead with the described activities upon receipt of a signed copy.

Scope of Services

The scope of this project is limited to planning, discovery, conversion solution development, validation of OnBase document types, keywords and DIP processes directly required to meet the needs of the conversion service, Proof of Concept testing, execution of production conversion, and validation of the converted documents. Other Installation and/or configuration of OnBase components will not be provided as part of this project. The deliverables associated with the conversion service are exclusively the converted documents processed into OnBase and the related forms of documentation that support the validation of the service performed.

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

Activity	Description

Project Initiation/Planning	▪ Internal project review and team assignment
	▪ Schedule Kick-off meeting with customer
	▪ Project Kick-off Meeting
	▪ Project planning documentation
	    o Project plan if applicable
	    o Project schedule if applicable

Discovery & Solution Design	o Data & Environment Discovery
	    o Conversion server review
	    o Review business requirements
	    o Review source system
	o Data conversion solution design and documentation
	o Creation of Functional Specification Document
	o Creation of Mapping Document
	o Submission of Functional Specification Document to Customer
	o Customer Sign – off on Functional Specification Document

Activity	Description
Data Conversion Development	▪ Installation/configuration of conversion utilities and necessary OnBase Components ▪ Conversion development ▪ Selection of Legacy System Sample Documents ▪ Modifications to conversion per results of internal testing (if required) o Change order process if applicable

Sample Conversion	▪ Sample conversion testing
	    o Execute conversion against <= 10% of production data
	    o Converted metadata validation against source database
	    o Document visibility confirmation within storage location (if required)
	▪ Vendor process validation
	▪ Vendor validation of documents in OnBase
	▪ Creation of Sample Report
	▪ Submission of Sample Report to Customer

Customer Testing	▪ Customer to perform independent validation of converted documents ▪ Customer to provide sign-off on document conversion solution
Primary Data Extraction	▪ 2,121,613 documents | 1 TB of File Data (+/- 10%) ▪ Creation of OnBase import files based on metadata and file paths ▪ Import processing of OnBase import files
Delta Data Extraction	▪ If required, a delta extraction will be performed to convert new documents imported into Legacy Application after the start of the primary data extraction
Conversion Reconciliation Reporting	▪ Accounting of 100% of source documents ▪ Reconcile documents extracted from source system against documents imported into OnBase ▪ Detailed report of documents that failed to convert due to processing exceptions ▪ Detailed report of documents excluded from conversion based on discovered business rules
Project Closing	▪ Delivery of Final Reconciliation Report ▪ Formal Hand-off of Reconciliation Reporting ▪ Customer Sign-off of Reconciliation Reporting
Project Management	▪ Assessment planning ▪ Resource planning ▪ Issue management ▪ Risk management ▪ Change management ▪ Status meeting / reports ▪ Manage budget

The following items may or may not have been discussed but are considered **__out of scope__** for this project:

Activity	Description
Implementation of OnBase or a 3rd party replacement system	Activities related to the implementation of OnBase are addressed under a separate Statement of Work attached to the DataBank & Scott County Agreement.
Custom Interfaces	Standard OnBase interfaces will be leveraged for this project. Customized web front-ends, applications, or web services are not in scope and will require an approved change order.
Integrations	Application integrations with OnBase will require a change order.
Activities not listed	Activities not listed in the in scope statement will require a change order.

Pricing Breakdown

Software requirements will be finalized as part of the final data conversion design and will be based on documented solution requirements. In the event there are changes to the original solution provided under this SOW, it will be reflected either in a revised SOW, or as an addendum. The purchase and lease of any needed OnBase modules and licenses that are not expressly listed in this statement of work will not be covered by the cost for this service and are not included with the total for this statement of work

Professional Services Fees – Fixed Bid

The services rendered under this SOW will be delivered on a fixed fee basis. Vendor shall invoice Customer in the month of delivery of the following project related milestones. Terms are NET 45 for all invoices. Travel and Expenses are outlined separately in the section below.

Milestone	Deliverables	Total
Delivery of Initial Project Timeline and Data Migration Specification Documentation	▪ Internal project review and team assignment ▪ Schedule kick-off meeting with customer ▪ Project kick-off Meeting ▪ Project planning documentation ▪ Functional Specification Document ▪ Mapping Document ▪ Sample Set Document	$19,380.00
Delivery of Data Conversion Sample Report	▪ Sample documents and metadata in OnBase ▪ Conversion Sample Metadata Report of the converted documents ▪ Sample sign-off document	$38,760.00
Delivery of Final Reconciliation Report	▪ Delivery of the Final Reconciliation Report accounting for 100% of the documents in the Legacy System ▪ Exception report ▪ Exclusion report (if applicable) ▪ Reconciliation sign-off document	$19,380.00
	Services Total	**$77,520.00**

Travel Expense Policy

It is expected that all of the work identified in the SOW will be conducted remotely. If onsite assistance is determined by the agreement of both the Customer and the Vendor, then the following terms will apply.

Travel time to and from the Customer site(s) will be billed back at ½ the standard $ 185.00/hour service rate for all on-site work that is performed throughout the duration of the project.

NOTE: Travel charges do not include other recoverable expenses including: airfare, lodging, meals, car rental, parking, etc. which must be pre-approved by Customer in writing to be reimbursable. Such pre-approved travel charges and recoverable expenses may be charged for Customer's last-minute cancellations of appointments. Customer agrees that if date changes are required, travel penalties or increases incurred by the Vendor will be reimbursed by the Customer; DataBank will cover its travel charges for changes it may require. Changes to the post-project initiation timeline will be managed via a change order process

Prerequisites

1. Purchase Orders in place for minimum Discovery Services
2. Signed Statement of Work

Compensation and Payment Schedule

Vendor will charge and bill services fees to Customer for the services provided under this SOW by means of milestone payments billed upon delivery of the milestone.

Change Order Authorization

In the event that additional services are required outside the scope of this SOW a change order will be generated. The change order will contain the details of the extension to this SOW and will contain Time and Cost estimates. Once the change order has been executed by both parties a new SOW will be generated to cover the items listed in the change order.

Intellectual Property

Intellectual property created, made, originated, purchased or licensed by DataBank IMX for performing the services described herein shall be the sole and exclusive property of DataBank IMX except as DataBank IMX may voluntarily choose to transfer such property, in full or in part. DataBank IMX will not provide specific demonstration, manuals or training which covers the creation or use of any intellectual property used to complete the services described herein. It is against the law to copy the technology except as specifically allowed by the technology license agreement, or without the expressed written consent of DataBank IMX. Any unauthorized duplication or use of the technology, or its corresponding documentation is forbidden. Documentation created by DataBank IMX about the performed services described herein shall remain the property of DataBank IMX, but the customer shall be permitted to use any documentation or reporting for internal instructional, educational, and administrative purposes.

This Agreement shall survive the termination of this Agreement until the intellectual property no longer qualifies as a trade secret or until DataBank IMX sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

Project Assumptions

After the purchase order has been received, the vendor will follow a standardized set of procedural, deployment, and project management business processes. These defined project processes and assumptions will expose the Customer to the Vendor's proven methods to a successful service execution. These processes will also help define specific Vendor/Customer responsibilities in order to minimize project confusion as defined below:

Required Documentation

1. An approval to bill (purchase order, contract, existing block time, master service agreement, etc.) is received by Vendor prior to scheduling development and deployment.
2. Any desired data mapping such as renaming document classifications, padding index values, or translating data types must be provided by customer and agreed to by vendor.
3. Explicit data extraction formatting must be provided by customer for all documents, and their related index metadata.
4. A signed functional specification document is received by Vendor prior to scheduling development and deployment.

Data migration Process Assumptions

1. Data extraction services will be performed as a remote service. Any requests for on-site portions of this project will require a change order that will cover additional costs needed for travel time and expenses as described in the Travel Expense Policy section of this document.
2. Remote access will be provided by customer in the form of direct access for Vendor to connect to customer's system. Example: VPN access. The use of web meeting software is not an acceptable form of direct access to the customer's system.
3. **Image files require decryption. Vendor will leverage the Legacy Application cabinet export feature to decrypt the document files. It is the responsibility of Customer to ensure that Legacy Application client tools and software are available and functioning for Vendor's use during the complete project life cycle. Any documents that cannot be exported and decrypted correctly through the Legacy Application will not be imported into OnBase and will be listed as processing exceptions in the final reporting deliverables.**
4. **If missing and/or encrypted documents are not able to be exported from the legacy system, a change order with corresponding fees will be required to support the discovery, development and implementation of a solution to decrypt images outside of the legacy system's functionality.**
5. **If Customer is unable to provide access to the Legacy Application's cabinet export feature, then Vendor will require a new Statement of Work or change order following additional discovery effort focused on determining the level of effort and feasibility of creating a custom method of decrypting the Legacy Application proprietary document files (.img).**
6. Temporary storage must be provided to Vendor to hold the decrypted document files during the life of the migration project. Vendor will work with Customer to estimate adequate staging size.
7. The SOW is based on the volumes as stated above. Upon completion of the discovery if the volume changes more than 10%, the SOW may be revised.
8. The services described and covered in this SOW are strictly for the extraction of document data from one system. Recreation, duplication, and conversion of source system functionality will require a revised SOW.
9. A backup copy of the database may be required for this data conversion.
10. Direct access to the OnBase Disk Groups (document file share) will be required for this extraction service.
11. All files will be exported in native format. File format conversions will require a revised SOW.
12. Upon completion of discovery an updated SOW may be required.
13. This service does not include the extraction of any COLD data. Extraction of COLD data will require a revised SOW.
14. Annotations, versions, revisions, document history and redactions will not be extracted as part of this service.
15. The legacy system document id number will be included as extracted meta-data for the documents. This is required for performing validation of the extraction process.
16. Temporary access to processing workstation(s) which include access to a current SQL Server database platform version will be provided by the customer for the duration of the conversion process. A proprietary database will be used to store, translate and track data flowing through the conversion process. SQL Server version 2012 developer edition or newer is required in order for the conversion solution to function.
17. Data extraction will be performed in a single phase with one delta process over the duration of approximately 3 months.

Pre-Deployment of Conversion Process

1. A project kick-off meeting has been held with all applicable project members prior to commencement of implementation activities.
2. All applicable System Servers are installed, tested, and properly working prior to deployment.
3. All applicable Operating Software are installed, tested, and working properly prior to deployment.
4. All applicable OnBase Software is made available for use during the data conversion.
5. A network account with full local administrative rights to the servers required to perform data extraction will be made available to the Vendor for the duration of the project.
6. Customer will provide project staff with access to all information relevant to this project at the beginning of the project.
7. An up-to-date test environment that closely resembles the production environment is in place prior to development of extraction logic. If the customer chooses not to establish a test environment, they understand that the system extraction logic will be built and tested against their production environment.

Deployment of Conversion Process and Services

1. Remote access is established and made available to Vendor during the deployment process.
2. Vendor will deploy the solution as agreed upon in the formal Functional Specification document.
3. Vendor will deploy the solution in the customer test environment, unless agreed upon by both parties prior to deployment to perform the sample conversion in the production OnBase database.
4. Vendor will test the system to assure that it performs within the project requirements prior to execution of production conversion.
5. Customer Test system will reflect permissions, system restrictions, user accounts, etc. identical to those implemented in the production environment.
6. Customer will validate the extracted data from the sample conversion testing as defined within the Functional Specification Document. Vendor will provide formal testing support as defined in the Functional Specification Document.
7. Customer will document all issues/change requests as part of the testing process.
8. Vendor will execute the data conversion against production once it is accepted by the customer as functioning per the Functional Specification Document and any negotiated Change Orders.
9. Vendor will provide up to 8 hours of support available for 90 days from the completion of the data conversion process and users are actively using the data in production. This support will be via remote access unless other requirements are agreed upon by both parties prior to acceptance of the Functional Specification Document. Additional Go-Live requirements are subject to applicable Project Management fees.
10. Vendor assumes Customer is current on software maintenance, thus being eligible to receive the upgrade software per the OnBase maintenance agreement. If Customer is not current on software maintenance, they must work with their DataBank account manager to resolve.
11. Vendor assumes no liability or responsibility for any changes made in the production environment that are not made by DataBank employees.
12. Customer has up to 90 days from the completion of the data extraction to "Accept" the extracted data. In the absence of written notice of non-acceptance, documented exceptions, or a signed Work Acceptance document, the solution will be deemed accepted 90 days subsequent to completion of the data conversion. Any issues not identified within 90 days will be treated as Support Issues and fall under the Vendor Hardware/Software Maintenance agreement terms and conditions.
13. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. DataBank assumes

that the Customer is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.

Project Management

1. Vendor will assign the appropriate resources in order to meet all milestones/requirements as defined within the Functional Specification Document.
2. Customer will assign applicable resources in order to meet all milestones/requirements as defined in the Functional Specification Document.
3. Vendor will manage/schedule its own resources as part of the conversion process.
4. Customer will manage/schedule its own resources as part of the conversion process.
5. Vendor will attend up to 1 Project Status meeting per week during the engagement. Attendance will be via remote conference call unless other requirements are agreed upon by both parties prior to acceptance of the Functional Specification Document. Additional Project Status requirements are subject to applicable Project Management fees.
6. Formal Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes.
7. Any Change Orders that are agreed upon during the production extraction phase can affect the project schedule. The Project Schedule will be updated and approved by the customer as part of the Change Order Process.
8. Vendor will update the Project Schedule throughout the project duration as necessary adjustments are identified and agreed upon by both parties.

Binding Affects and Agreements

This SOW shall be binding upon and shall insure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this SOW, 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 constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

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

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

DataBank IMX

Company Name	Customer Name
By (Signature)	By (Signature)
Printed Name and Title	Printed Name and Title
Dated	Dated

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

April 7, 2016

APPROVING ECM PROJECT

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. A master agreement, end user license agreement, OnBase license

quote, statements of work with DataBank IMX for the

implementation of an ECM solution in the amount $330,020 and for

the IT Director to sign approved documents on behalf of the Board

of Supervisors is hereby approved.

Section 2. This resolution shall take effect immediately.