

**HYLAND MASTER AGREEMENT**

This Master Agreement is a binding agreement between County and Hyland (as defined below) and consists of this document and all schedules (collectively the "Agreement") effective as of the Effective Date and ending 5 years from the Effective Date. In no event shall total payment for services under this Agreement exceed **SIX MILLION NINE HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY-FIVE DOLLARS**, \$6,945,785.00

As of the Effective Date, the following attached schedules are a part of the Agreement:

- Initial Purchase Table Schedule
- General Terms Schedule
- Professional Services Schedule
- Software-as-a-Service Schedule
- Healthcare Schedule
- Enterprise License Terms Schedule
- Intelligent Medical Records as a Service (IMRaas) Schedule
- Managed Services Schedule
- HIPAA Business Associate Requirements Schedule


All products or services which may be licensed or purchased by County from Hyland from time to time under a schedule shall be governed by this Agreement (including any Services Proposal that may be entered into under this Agreement). County specifically represents and warrants to Hyland that County has read and understands all of the terms and conditions contained in this Agreement prior to entering into this Agreement.

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

For HYLAND: **HYLAND SOFTWARE, INC.**

DocuSigned by:  
*Nancy Person*  
 December 8, 2023 | 11:57:57 EST  
 HYLAND Signature Date

Nancy Person  
 EVP, Chief Financial Officer  
 HYLAND Name (please print)

 December 8, 2023 | 11:56:47 EST

COUNTY OF SAN MATEO

By:  
 President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Tax Information:

\_\_\_ (1) Exempt (Provide Tax Exemption Form)

\_\_\_ (2) Non-Exempt.

**PURCHASE TABLE SCHEDULE****PURCHASE TABLE (SAAS)**

<b>INITIAL COMPONENTS OF HYLAND CLOUD SERVICE</b>	
<b>Initial Software licensed:</b>	
<b>OnBase® Information Management System</b>	<b>Quantity</b>
Enterprise Standard for Healthcare Providers	1
OnBase Integration for Epic	1
Integration for 3M CAC	1
Integration for Open Text Fax Server, RightFax Edition	1
OnBase Healthcare Claims Format Processor (Provider)	1
OnBase Integration for Adobe Sign eSignature	1
Intelligent MedRecords (Up to 3,000,000 annual pages)	1
<b>Initial Service Class Package:</b> Double Platinum	
<b>Initial data storage allocation:</b> 5 terabytes	
<b>Data center location:</b> Primary: US Secondary: US	

<b>INITIAL FEES FOR INITIAL COMPONENTS OF THE HYLAND CLOUD SERVICE:</b>	<b>SaaS Fees*</b>
<b>Year 1</b>	\$514,530.00
<b>Year 2</b>	\$540,257.00
<b>Year 3</b>	\$567,269.00
<b>Year 4</b>	\$595,633.00
<b>Year 5</b>	\$625,414.00
*SaaS Fees includes 2 Testing Lite Environment	

<b>INITIAL FEES FOR IMRAAS and MANAGED SERVICES:</b>	<b>Fees</b>
<b>Year 1</b>	\$337,200.00
<b>Year 2</b>	\$345,060.00
<b>Year 3</b>	\$353,313.00
<b>Year 4</b>	\$370,979.00
<b>Year 5</b>	\$389,527.00

<b>INITIAL TRAINING</b>	<b>QUANTITIES</b>
Premium Education Subscription - Per Institution (Annually)	1
System Administration – Healthcare	2
Brainware Intelligent Capture: Core Concepts - Per Person Online	2
<b>TOTAL TRAINING FEES:</b>	\$22,200.00

**Professional Services  
Fees & Payment Schedule**

The following item is included in the NTE of this agreement but will require an additional signed proposal to execute these items.

#### OnBase Integration for Epic

Project	Billing Type	Total Fee (USD)
Projects 1 – 7: OnBase Integration for Epic	Fixed Fee	\$492,372.00
Payment Milestones	% Of Total	
Execution of the Services Proposal	10%	
Acceptance of Requirements Document	30%	
Completion of County Solution Testing	40%	
Handoff to Hyland Technical Support	20%	
Payment is based on the schedule above.		

#### Policy and Procedures Management

Project	Billing Type	Total Fee (USD)
Project 1 – Policy & Procedures Management	Hourly Estimate – 563 hrs.	\$142,600.00
The county will execute an amendment/change order/Services Proposal to start work on this project. County will be invoiced monthly based on the amount of time actually required to complete such Professional Services and the applicable hourly fees and any applicable travel expenses.		

#### Summary of Services & Projects:

Services/Project	Total Fee (USD)
Hyland Cloud Services	\$2,843,103.00
Hyland Managed Services	\$1,796,079.00
Hyland Training (One time)	\$13,200.00
Hyland Premium Subscription training (annual)	\$45,000.00
OnBase Integration for Epic	\$492,372.00
Policy and Procedures Management	\$142,600.00
Project Travel and Expense	\$40,000.00
Sub-total:	\$5,372,354.00
Contingency (Requires an amendment to use)	\$1,573,431.00
Grand Total:	\$6,945,785.00

## **GENERAL TERMS SCHEDULE**

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

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

1.1 Term. This Agreement shall have a term commencing on the Effective Date and will continue for five years.

1.2 Termination.

1.2.1 *By Either Party*. Either party may terminate this Agreement in its entirety or any Schedule, effective immediately upon written notice to the other party, if the other party has committed a breach of a material provision of this Agreement or any Schedule and has failed to cure the breach within thirty (30) days after the receipt of written notice of the breach given by the non-breaching party; provided, that Hyland shall not be required to give County any opportunity to cure any breach in the case of a Prohibited Act or breach of the U.S. Government End User section of any Schedule, all of which are considered for all purposes to be material provisions of this Agreement.

1.2.2 *Termination of General Terms Schedule*. Notwithstanding the foregoing, this General Terms Schedule will terminate when and only if all other Schedules have been terminated.

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

1.3.1 *Generally*. Any termination of this Agreement or any Schedule will not discharge or otherwise affect any pre-termination obligations of either party existing under this Agreement at the time of termination, including County’s obligation to pay to Hyland all fees and charges accrued or due for any period or event occurring on or prior to the effective date of termination or expiration of this Agreement or the applicable Schedule; and all liabilities which have accrued prior to the date of termination shall survive.

1.3.2 *Survival of Certain Obligations*. All provisions of this Agreement or of an applicable Schedule, 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 all sections of these General Terms (except Section 9.13).

1.3.3 *Termination of a Schedule*. If any Schedule under which a license to Software is granted is terminated in accordance with its terms, then this entire Agreement will terminate with respect to the Software licensed under such Schedule. Otherwise, termination of a Schedule will not affect the remaining Schedules.

### **2. PAYMENT TERMS.**

2.1 Purchase Orders. County acknowledges and agrees that, when this Agreement is signed by both parties, the parties will treat this Agreement as: (a) County’s written purchase order for the matters described in a Purchase Table Schedule, and (b) Hyland’s acceptance of such purchase order.

2.2 Invoicing. All invoices shall be sent electronically by Hyland and emailed to: [hs\\_hit\\_accountspayable@smcgov.org](mailto:hs_hit_accountspayable@smcgov.org) to County to the attention of “Accounts Payable.” County In the event any invoice contains a billing error which is discovered by Hyland, Hyland may issue a new invoice to correct the error.

2.3 General Payment Terms. So long as County is not in default of any payment obligations under this Agreement (including any Services Proposal), except as otherwise provided in this Agreement, County shall pay in full all Undisputed Amounts within sixty-five (65) days after the receipt of such invoice. “Undisputed Amounts” means all amounts on any invoice for which County has not provided written notice to Hyland, prior to the invoice due date, setting forth County’s good faith objections to payment of such invoice amounts.

2.4 Taxes and Governmental Charges. All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by County (other than taxes on Hyland’s income). In the event County is required by law to withhold taxes, County agrees to furnish Hyland all required receipts and documentation substantiating

such payment. If Hyland is required by law to remit any tax or governmental charge on behalf of or for the account of County, County agrees to reimburse Hyland within thirty (30) days after Hyland notifies County in writing of such remittance. County agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of County, where such certificates are applicable.

2.5 Resolution of Invoice Disputes. In the case of any Disputed Amount (as defined below), both parties will use reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any Disputed Amount remains disputed in good faith after such 30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties' executive managers are unable to resolve the dispute within ten (10) calendar days of such meeting, either party thereafter may file litigation in a court of competent jurisdiction under Section 9.1 of these General Terms to seek resolution of the dispute. As used herein, "Disputed Amounts" means those amounts on any invoice for which County has provided written notice to Hyland, prior to the invoice due date, setting forth County's good faith objections to payment of such amounts.

2.6 Certain Remedies For Non-Payment or For Late Payment. At the election of Hyland, exercisable by written notice to County, any past due amounts (except Disputed Amounts) under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of: (a) any default by County in the payment of any Undisputed Amounts, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment; or (b) any failure of the parties to resolve a dispute relating to a Disputed Amount within sixty (60) days (or such other period mutually agreed by the parties in writing) following Hyland's receipt of the written notice timely disputing payment of such amounts, Hyland shall have the right to suspend or cease the provision of any services under this Agreement or any Services Proposal, including the delivery of any Upgrades and Enhancements to County, unless and until such default shall have been cured or such dispute has been resolved, as applicable.

2.7 U.S. Dollars; Delivery of Hasps and CDs. 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. Delivery of CDs, if any, shall be F.O.B. Hyland's offices in Westlake, Ohio, USA.

2.8 Training. Hyland offers training courses to County and its employees as described on Hyland's training web portal (currently, <https://training.onbase.com>). Training fees for such courses shall be determined at Hyland's retail prices in effect at the time County registers for training. Hyland shall invoice County for applicable training fees upon County's registration for each training course and such invoice shall be due and payable in accordance with Section 2.3 above. In the event that County prepays for training, then such prepaid training shall expire twenty-four (24) months from the date Hyland accepts County's purchase order for such training. Any training listed in a Purchase Table Schedule will be invoiced upon the Effective Date of such Purchase Table Schedule.

2.9. Availability of Funds. County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Hyland as soon as is reasonably possible after County learns of said unavailability of funding.

### 3. **CONFIDENTIAL INFORMATION.**

3.1 "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 reference to the other party's information.

3.2 Each party agrees that, with respect to the Confidential Information of the other party, or its affiliates, such party as a recipient shall use the same degree of care to protect the other party's Confidential Information that such party uses to protect its own confidential information, but in any event not less than reasonable care, and not use or disclose to any third party any such Confidential Information, except as may be required by law or court order or as provided under this Agreement. County agrees to take all reasonable steps to protect all Software, Hyland Cloud Services, Add-On Services, Work Products and Innovations, and any related Documentation, delivered by Hyland to County under this Agreement from unauthorized copying or use. Each party shall be liable and responsible for any breach of this Section 3 committed by any of such party's employees, agents, consultants, contractors or representatives.

3.3 California Public Request Act - Nothing in this Agreement shall prevent County from complying with legal obligations to disclose information, including Confidential Information, pursuant to the California Public Records Act, (California Government Code § 7290 et seq.), a valid subpoena or court order, or other applicable legal authority (collectively a “Request”). If the County receives such a Request pertaining to Hyland, the County will use its best efforts to notify Hyland of the request and to provide Hyland with a description of the material that the County deems responsive and the due date for disclosure (“Response Date”). If Hyland asserts that some or all of the material requested contains or reveals valuable trade secrets or other information belonging to Hyland that is exempt from disclosure and directs the County in writing to withhold such material from production (“Withholding Directive”), then the County will comply with the Withholding Directive on the condition that Hyland seeks judicial relief on or before the Response Date. If any third-party initiates or threatens to initiate an action in court to compel the production of Hyland’s records where the County refused disclosure at the written request of Hyland to allow Hyland to seek judicial relief, Hyland agrees to defend, indemnify, and hold County harmless from such third-party’s claims, demands, causes of action, fees, and costs of any kind, including any award of attorneys’ fees. Should Hyland fail to seek judicial relief on or before Response Date, the County shall proceed with the disclosure of responsive documents.

#### **4. OWNERSHIP AND PROHIBITED CONDUCT.**

4.1 Hyland Ownership. Hyland and its suppliers own the Software, Work Products, Documentation, Hyland Cloud Services, Add-On Services, and Innovations, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the foregoing. The Software, Documentation, Hyland Cloud Services, Add-On Services, and Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software, Hyland Cloud Services, Add-On Services, Innovations or Work Products are transferred to County. County agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software, Hyland Cloud Service, Add-On Services, Documentation, or Work Products, except for the limited express rights granted in this Agreement. County acknowledges and agrees that, with respect to Hyland’s end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software, Hyland Cloud Services, and Add-On Services, and Hyland’s policies respecting Upgrades and Enhancements (including but not limited to its release process). THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. At no time shall County file or obtain any lien or security interest in or on any components of the Software, Hyland Cloud Service, Add-On Services, Documentation, or Work Products.

4.1.1 *County Ownership of County Documents and County Data.* County Data and County Documents shall be the exclusive property of the County whether generated by, accessed or accessible by, placed upon, uploaded to or downloaded from, Hyland Software, Hyland Cloud Services, Hyland Add-On Services, or Hyland Innovations or any other Hyland product, software, or service (collectively the “Hyland Software and Services”). Hyland acknowledges and agrees that, with respect to County Data and County Documents that may be generated or stored using Hyland Software and Services, County shall have the right to request and review access reports, and obtain Hyland’s assurance of County Data or County Document delivery or destruction upon reasonable request or termination of this Agreement and any applicable Schedules. Under no circumstance shall Hyland retain County Data or County Documents following termination of this Agreement. Notwithstanding the previous sentence, with respect to County Data, return and deletion will be handled in accordance with Section 1.3 “Return of County Data and Deletion” of the SaaS Schedule.

4.2 Prohibited Conduct. County agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear on or during the use of the Software, Work Products, Documentation, Hyland Cloud Services, Add-On Services, or Hosted 3<sup>rd</sup> Party Software documentation; (b) sell, transfer, rent, lease or sub-license the Software, Work Products, Documentation, Hyland Cloud Services, Add-On Services, or Hosted 3<sup>rd</sup> Party Software documentation to any third party; (c) except as expressly permitted with respect to Work Products, alter or modify the Software, Work Products, Hyland Cloud Services, Add-On Services, Documentation or Hosted 3<sup>rd</sup> Party Software documentation; or (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Software, Work Products, Documentation, Hyland Cloud Services, Add-On Services, or Hosted 3<sup>rd</sup> Party Software documentation, or prepare derivative works therefrom.

#### **5. DISCLAIMER OF WARRANTIES.**

5.1 EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN THE SCHEDULES MADE PART OF THIS AGREEMENT, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, HYLAND CLOUD SERVICE (INCLUDING ANY SOFTWARE OR HARDWARE), ADD-ON SERVICES, WORK PRODUCTS, INNOVATIONS, INFORMATION, MAINTENANCE AND SUPPORT, PROFESSIONAL SERVICES OR ANY OTHER SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SERVICES PROPOSAL. HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT

WARRANT THAT ANY MAINTENANCE AND SUPPORT, HYLAND CLOUD SERVICE, ADD-ON SERVICES, PROFESSIONAL SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY COUNTY'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE, HYLAND CLOUD SERVICE, ADD-ON SERVICES, OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

5.2 COUNTY SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, WORK PRODUCTS, ADD-ON SERVICES, MAINTENANCE AND SUPPORT, HOSTING SERVICES AND PROFESSIONAL SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

5.3 HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE, HYLAND CLOUD SERVICES, ADD-ON SERVICES, OR WORK PRODUCTS USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE, HYLAND CLOUD SERVICE, AND WORK PRODUCTS "AS IS."

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

## 6. LIMITATIONS OF LIABILITY.

6.1 NEITHER PARTY NOR ANY OF ITS AFFILIATES (AND IN THE CASE OF HYLAND, ITS SUPPLIERS) SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, GOODWILL, SAVINGS OR PROFITS (EXCLUDING FEES DUE UNDER THIS AGREEMENT), , COSTS OF REPLACEMENT OR THE REMEDY OF COVER, OR BUSINESS INTERRUPTION DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, EXPENSES OR COSTS.

6.2 HYLAND'S (INCLUDING ITS AFFILIATES AND SUPPLIERS) TOTAL, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED UNDER IT, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO HYLAND BY COUNTY (LESS ANY REFUNDS OR CREDITS) FOR THE USE OF THE PRODUCTS OR PROVISION OF THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED TO CUSTOMER FREE OF CHARGE (SUCH AS EVALUATION SOFTWARE OR SERVICES), NEITHER HYLAND NOR ANY OF ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR DIRECT DAMAGES.

6.3 THE LIMITATIONS IN SECTIONS 6.1 AND 6.2 SHALL NOT APPLY: (1) TO THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY LAW, (2) PAYMENTS TO A THIRD PARTY ARISING FROM HYLAND'S INDEMNIFICATION OBLIGATION FOR INTELLECTUAL PROPERTY INFRINGEMENT; OR (3) TO ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF COUNTY'S OR CONTRACTOR'S OR COMMUNITY CONNECT USER'S PROHIBITED ACTS.

6.4 IF COUNTY USES THE SOFTWARE, HYLAND CLOUD SERVICE, OR ADD-ON SERVICES IN A CLINICAL SETTING, COUNTY ACKNOWLEDGES THAT THE SOFTWARE, HYLAND CLOUD SERVICES AND ADD-ON SERVICES DO NOT OFFER MEDICAL INTERPRETATIONS OF DATA, DIAGNOSE PATIENTS, OR RECOMMEND THERAPY OR TREATMENT; THE SOFTWARE, HYLAND CLOUD SERVICE AND ADD-ON SERVICES ARE AN INFORMATION RESOURCE AND IS NOT A SUBSTITUTE FOR THE SKILL, JUDGMENT AND KNOWLEDGE OF COUNTY'S USERS OF THE SOFTWARE, HYLAND CLOUD SERVICE OR ADD-ON SERVICES IN THE PROVISION OF HEALTHCARE SERVICES. IN ADDITION TO THE LIMITATIONS OF LIABILITY PROVIDED HEREIN, HYLAND SHALL NOT HAVE ANY LIABILITY FOR ANY ASPECT OF HEALTHCARE SERVICES PROVIDED BY COUNTY IN CONJUNCTION WITH ITS USE OF THE SOFTWARE, HYLAND CLOUD SERVICE OR ADD-ON SERVICES.

7. **FORCE MAJEURE.** No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt

notice of that fact to the other party. This Section 7 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 7 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

**8. INSURANCE REQUIREMENTS.** Hyland will maintain and keep in force the following insurance coverage:

(i) **Worker's Compensation and Employer's Liability Insurance Coverage** (as applicable). In the case of coverage of US employees, the worker's compensation coverage shall be in the minimum amounts required by statute, and the Employer's Liability Insurance Coverage shall be USD \$1,000,000 bodily injury each accident, USD \$1,000,000 bodily injury by disease each employee and policy limit. In the case of coverage for UK employees, the policy limits under the Employer's Liability Insurance Coverage shall be GBP 5,000,000;

(ii) **General Liability Insurance Coverage.** The policy limit under the General Liability Insurance Coverage shall be USD\$1,000,000.00 per occurrence and USD \$2,000,000.00 in aggregate;

(iii) **Automobile Liability Insurance Coverage.** The policy limit under the Automobile Liability Insurance Coverage policy shall be for USD \$1,000,000.00 per occurrence;

(iv) **Cyber Liability Insurance:** The policy limit under the Cyber Liability Insurance Coverage shall be for USD \$5,000,000.00 per claim;

(v) **Professional Liability (Errors & Omissions):** The policy limit under the Professional Liability Insurance Coverage shall be for USD \$5,000,000.00 per claim;

Hyland shall provide a certificate of insurance listing the above coverages upon County's reasonable request.

**9. GENERAL PROVISIONS.**

9.1 **Governing Law; Jurisdiction.** This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the laws of the State of California (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended). Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal courts located in the Northern District of California or state courts of general jurisdiction located in San Mateo County, California.

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

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

9.4 **Integration.** This Agreement, including any and all exhibits and schedules referred to herein and any Service Proposal or order form referencing this Agreement, set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges and supersedes all prior agreements, negotiations and discussions between them on the same subject matter. County acknowledges and agrees in entering into the Agreement and its purchases hereunder are not contingent on the availability of any future functionality, features, programs, or services. 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. County and Hyland 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 County to Hyland are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

9.5 **Notices.** Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective when made in writing and sent to each party, by either: (A) reputable overnight courier, specifying next day delivery to the address specified below or (B) email to the address below or such other email address provided by County, without receipt of a notice of failed delivery.

Hyland:



28500 Clemens Road  
Westlake, OH 44145  
Attn: General Counsel  
hylandcontracts@onbase.com

County:

County of San Mateo  
County Health – Health Information Technology Division  
801 Gateway Blvd, 2nd Floor (HLT416)  
South San Francisco, CA 94080

CC:

County of San Mateo  
County Attorney's Office4  
00 County Center, 6<sup>th</sup> Floor  
Redwood City, CA 94063

9.6 Binding Effect; No Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. 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 9.6 shall be null and void and of no force or effect. County acknowledges that Hyland and/or any of its affiliates may fulfill any of Hyland's obligations contemplated by this Agreement.

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

9.8 Subcontracting. Hyland may subcontract all or any part of the services, provided that Hyland shall remain responsible to County for the provision of any subcontracted services. Such subcontractors are subject to Hyland's subcontractor background check requirements. Unless otherwise provided for under this Agreement or with consent by County, any subcontractor providing Professional Services that will access County's systems will be located within the United States.

9.9 Independent Contractor. The parties acknowledge that Hyland is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing any services.

9.10 Export. Any Software, Hyland Cloud Service, Add-On Services, Work Products or Documentation provided under this Agreement are subject to export control laws and regulations of the United States and other jurisdictions. County agrees to comply fully with all relevant export control laws and regulations, including the regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software, Hyland Cloud Service, Add-On Services, Work Products or Documentation is not exported in violation of United States of America law or the laws and regulations of other jurisdictions. County agrees that it will not export or re-export the Software, Hyland Cloud Service, Add-On Services, Work Products or Documentation to any organizations or nationals in the United States embargoed territories of Cuba, Iran, North Korea, Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State, the U.S. Department of Treasury, the E.U. and/or any further national states maintains any commercial activities sanctions program. County shall not use the Software, Hyland Cloud Service, Add-On Services, Work Products, or Documentation for any prohibited end uses under applicable laws and regulations of the United States and other jurisdictions, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America and other jurisdictions.

9.11 Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to Confidential Information and intellectual property rights will not be adequate for 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.

9.12 Non-Solicitation; Non-Hire. During the term of this Agreement and for one (1) year after the expiration or termination of this Agreement, neither County nor Hyland will:

(a) solicit for employment or for engagement as an independent contractor for the soliciting party or for any other third party a person who is or was an employee of the other party, or otherwise encourage or assist any such person to leave the employ of the other party for any reason, in each case at any time during such person's employment by the other party or within one year (1) after such person has ceased to be an employee of the other party; or

(b) hire or engage, directly or indirectly, as an employee or independent contractor a person: (i) with whom the hiring party had contact or who became known to the hiring party in connection with this Agreement (including during the performance of any Professional Services under a Services Proposal); and (ii) who is or was an employee of the other party, in each case at any time during such person's employment by the other party or within one year (1) after such person has ceased to be an employee of the other party.

Each violation of this provision by a party entitles the other party to liquidated damages (not a penalty) in an amount equal to the greater of: (i) \$50,000.00, or (2) 100% of the employee's annual earnings immediately prior to leaving the other party's service, and, in either case, all costs associated with the collection of such liquidated damages, including, but not limited to, reasonable attorneys' fees. A general advertisement or a request for employment that is initiated exclusively by an employee of the other party shall not be considered a solicitation pursuant to Section 9.12(a). The parties agree that this provision survives the termination of this Agreement.

9.13 Marketing and Publicity. 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 in any advertising or publicity release or promotional literature.

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

9.15 Expenses. Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

9.16 Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement; provided, however, that third party suppliers of software products bundled with the Software that have contractually retained the right to be third party beneficiaries to this contract through its contracts with Hyland are third party beneficiaries to this Agreement solely as it applies to the licensing of their respective software products.

9.17 Equal Benefits Ordinance. Hyland shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Hyland's employee is of the same or opposite sex as the employee.

9.18. Employee Jury Service. Hyland shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Hyland shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Hyland, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Hyland or that Hyland may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Hyland certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Hyland has no employees in San Mateo County, the following written statement to County to the County applies: "For purposes of San Mateo County's jury service ordinance, Hyland certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Hyland shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Hyland acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

9.19. History of Discrimination. Hyland certifies that as of August 8, 2023, no finding of discrimination has been issued in the past 365 days against Hyland by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Hyland within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and

Housing, or other investigative entity, Hyland shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

9.20. Hold Harmless. Subject to Section 6 “Limitations of Liability” of this General Terms Schedule and except to the extent arising out of the negligence or willful misconduct of the County, its employees or agents, Hyland agrees to indemnify and defend County and its employees and agents from any and all claims, damages, and liability arising out of the negligence or willful misconduct of Hyland and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Hyland’s failure to comply with any law, regulation, or ordinance, applicable to Hyland in its performance of services under this Agreement, including but not limited to those listed in this Agreement, provided Hyland: (a) is notified promptly after County receives notice of such claim; (b) is solely in charge of the defense of and any settlement negotiations with respect to such claim, provided, that Hyland will not settle any such claim without the prior written consent of County if such settlement contains a stipulation to or admission or acknowledgement of any liability or wrongdoing on the part of the County or otherwise requires payment by County; and (c) receives County’s reasonable cooperation in the defense or settlement of such claim.

9.21. Living Wage. As required by Chapter 2.88 of the San Mateo County Ordinance Code, Hyland certifies all contractor(s) and subcontractor(s) obligated under this Agreement shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees (as defined under such Living Wage Ordinance) the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

9.22. Prevailing Wage. As applicable to Hyland, Hyland hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the applicable provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the Information Services Department, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project to provide services (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project to provide services (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9.23. Reimbursable Travel Expenses. To the extent that this Agreement authorizes reimbursements to Hyland for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Hyland must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. “Local Travel” means travel entirely within a fifty-mile radius of the Hyland’s office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for Hyland’s use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States (“CONUS”) rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term ‘CONUS’). County policy limits

the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.

- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

9.24 Access to Books and Records. Upon written request of the Secretary of Health and Human Services, the Comptroller General, or County, or any of their duly authorized representatives, Hyland shall make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement on a date and time mutually agreed upon by the parties, during Hyland's normal business hours, at County's sole cost and expense and subject to Hyland's reasonable security and Confidential Information requirements. Unless otherwise required by law, such access and review may only be conducted once each calendar and be at least twelve (12) months apart. Such inspection shall be available for up to four (4) years after the rendering of such services for the three (3) most recent years of such services. If Hyland carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Hyland agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the Social Security Act's requirements pertaining to "reasonable costs" set forth in 42 U.S.C. Section 1395x(v)(1)(I) and related regulations. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by County, Hyland, or any Hyland representative by virtue of this Agreement.

## 10. DEFINED TERMS.

The defined terms below shall have the meaning ascribed to them below as used throughout the Agreement. Specific Schedules may also include additional defined terms that are relevant to the terms of that Schedule and these General Terms. Defined terms below may also incorporate defined terms that are defined in a particular Schedule, only if applicable. In the event the same defined term is defined in two (2) or more Schedules, the term shall be given the meaning defined in each Schedule with respect to that Schedule, and, if the term is also used within the General Terms Schedule, the General Terms Schedule shall be interpreted to include all definitions, as the context requires.

"Add-On Service" means a software as a service offering provided by Hyland that provides additional or separate functionality or service to County's Software solution or Hyland Cloud Service.

"County" means County of San Mateo Health and reporting Divisions.

"Effective Date" means (i) as used in these General Terms and any Schedule included in this Agreement upon the initial signing of the Agreement, the date this Agreement is signed by the last party that signs this Agreement, as determined based upon the dates set forth after their respective signatures, and (ii) as used in any Schedule that is added to this Agreement after the Effective Date as described in (i) of this definition, the date that the amendment adding such Schedule or such Schedule is signed by the last party that signs such amendment or Schedule, as determined based upon the dates set forth after their respective signatures.

"Innovations" means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of this Agreement (including any Services Proposal).

"Prohibited Act" or "Prohibited Acts" means any action taken by County that is: (i) in violation of Section 1 of a Software License Schedule - Perpetual or Section 1, 2 or 3 of a Software and Maintenance Schedule – Subscription or Section 2 of a SaaS Schedule; (ii) contrary to Section 4 of these General Terms; or (iii) in violation of any term of any Schedule that is identified within that Schedule to be a Prohibited Act.

"Software" means: except as otherwise expressly stated in a particular Schedule, (a) Hyland's proprietary software products, listed in the Purchase Table Schedule, and other Hyland proprietary software products for which County submits a written purchase order to Hyland (or an authorized solution provider) that Hyland accepts and fulfills, including, in each case, third party software bundled

by Hyland together with Hyland's proprietary software products as a unified product; and (b) all Upgrades and Enhancements of the software products described in clause (a) which County properly obtains pursuant to this Agreement.

### **SOFTWARE-AS-A-SERVICE SCHEDULE**

As of the Effective Date, this Schedule (“SaaS Schedule”) is part of the Hyland Master Agreement entered into between County and Hyland.

All capitalized terms used in this Schedule shall have the meaning ascribed them in this Schedule or, if not defined in this Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this Schedule or the General Terms Schedule, they shall have the meaning ascribed to them elsewhere in this Agreement.

“Consumption Fees” means the amounts payable by County for storage of data and information in the Hyland Cloud Service in excess of the data storage allocation set forth in the initial Purchase Table Schedule for the Hyland Cloud Service.

“County Data” means any and all electronic data and information submitted by County or Users to the Hyland Cloud Service.

“County Data Incident” means an unauthorized disclosure of County Data resulting from: (1) Hyland’s failure to comply with the SaaS Security Attachment or (2) an exploitation by a third-party of a vulnerability in a Cloud Compatible Version of the Software (as further described in Section 5.1(e) of this SaaS Schedule) provided such exploitation would not have been avoided by a patch, upgrade or a fix previously made available by Hyland and which Customer failed to implement. Without limitation, County Data Incident does not include any of the following that results in no unauthorized access to County Data or to any Hyland’s systems storing County Data: (a) pings and other broadcast attacks on firewalls or edge servers; (b) port scans; (c) unsuccessful log-on attempts; (d) denial of service attacks; or (e) packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers).

“County Documents” means any document or work product created by County employees, agents, contractors, or servants for County’s patient care or business purposes using Hyland Software and Services as that term is defined in the General Schedule at § 4.1.1.

“Documentation” means: (1) to the extent available, the “Help Files” included in the Hyland Cloud Service, or (2) if no such “Help Files” are included in the Hyland Cloud Service, such other documentation published by Hyland, in each case, which relate to the functional, operational or performance characteristics of the Hyland Cloud Service.

“Host Web Site” means the web site hosted by Hyland as part of the Hyland Cloud Service on a web server included in the Hyland Cloud Platform used to access the Hyland Cloud Service.

“Hyland Cloud Service Support” means the services described in Section 5 of this Schedule.

“Hosted 3rd Party Software” means all third party software products (other than third party software products bundled by Hyland as a part of the Software) provided by Hyland as part of the Hyland Cloud Service.

“Hyland Cloud Platform” means the Physical Infrastructure and any composite software layers such as databases, operating systems, virtualization technology, Hosted 3rd Party Software, and Host Web Site, responsible for providing the Hyland Cloud Service, whether owned by Hyland or a third party.

“Hyland Cloud Service” means Hyland’s provision of Software and the Hyland Cloud Platform for use by County in accordance with the Agreement and this SaaS Schedule.

“Initial Setup Fee” means the one-time fee invoiced by Hyland to County and payable by County to Hyland for the setup and activation of the Hyland Cloud Platform and the Host Web Site for use applicable to each Software module purchase under the Agreement.

“Physical Infrastructure” means the physical hardware and infrastructure which Hyland uses to provide the Hyland Cloud Service (which may include servers, network devices, cabling, CPU, data centers, memory, storage, switches, firewalls, routers and other network devices) whether owned by Hyland or a third party services provider.

“Resolution” means Hyland provides County with a reasonable workaround, correction, or modification that solves or mitigates a reported Hyland Cloud Service issue or error.

“SaaS Fees” means the amounts invoiced by Hyland and payable by County to Hyland for the use of the Hyland Cloud Service. The initial SaaS Fees are set forth in the initial Purchase Table Schedule.

“Service Class” means the service level commitment included as part of the Hyland Cloud Service, as described in the Service Class Manual, and purchased by County as part of the Hyland Cloud Service.

“Service Class Manual” means the latest version of the manual describing any available Service Classes, as posted by Hyland from time to time on a website designated by Hyland.

“Testing Environment” means a separate instance of the Hyland Cloud Service (including County Data) hosted by Hyland, for use by County solely with production data in a non-production environment for the limited purpose of functional and performance testing of the Software and environment, Hosted 3rd Party Software and each Work Product included in the Hyland Cloud Service.

“Testing Lite Environment” means a separate instance of the Hyland Cloud Service (including County Data) hosted by Hyland, for use by County solely with production data in a non-production environment for the limited purpose of functional testing of the Software and environment, Hosted 3rd Party Software and each Work Product included in the Hyland Cloud Service.

“Upgrades and Enhancements” means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that Hyland makes available to County or to Hyland’s end users generally during the term of this Schedule 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.

“Users” means County’s employees that access and use the Hyland Cloud Service.

## **1. HYLAND CLOUD SERVICE.**

1.1 General. During the term of this SaaS Schedule Hyland will: (a) make the Hyland Cloud Service available to County pursuant to this SaaS Schedule, the SaaS Security Attachment, Documentation and the applicable Service Class Manual; and (b) only use County Data to provide, develop, and improve the Hyland Cloud Service and other services, to prevent or address service or technical problems, or in accordance with County’s instructions.

1.2 Service Class. Prior to or on the Effective Date, Hyland has delivered a then-current copy of the applicable Service Class Manual to County. After the Effective Date, Hyland will have the right to modify the applicable Service Class Manual (including the right to issue an entirely restated Service Class Manual) from time to time. The modifications or the revised Service Class Manual will be effective thirty (30) days after Hyland provides written notice to County informing County of Hyland’s posting of such modifications or revisions on the website identified in such notice. Notwithstanding the foregoing, no modifications of any Service Class Manual relating to County’s then-current Service Class will be effective until the next renewal of this SaaS Schedule. The initial Service Class purchased by County is set forth in the initial Purchase Table Schedule. To the extent Service Class upgrades or downgrades are available related to the Hyland Cloud Service purchase by County, County may upgrade the Service Class at any time, but may downgrade such Service Class only after the expiration of the Initial Term (as defined below) of this SaaS Schedule. In the event County elects to downgrade such Service Class, such downgrade will not be effective until the beginning of the next renewal of this SaaS Schedule. To modify a Service Class selection, County must submit a purchase order indicating the new Service Class.

1.3 Return of County Data and Deletion. Upon termination or expiration of this SaaS Schedule for any reason:

(a) Upon written request by County to Hyland sent to [cloud@hyland.com](mailto:cloud@hyland.com), made within thirty (30) days after the effective date of any such termination or expiration, for County Data extraction Professional Services (“Notice of Return of County Data”), Hyland will either: (1) return County Data to County by providing: County Data on one (1) or more encrypted hard drives or other similar media and an export file containing the relevant keyword values and related file locations for the County Data or (2) make available to County the County Data for extraction by County. Hyland will work with County on determining the extraction method most suitable to meet County’s requirements. County acknowledges and agrees that thirty (30) days after Hyland has sent or made available to County the County Data, Hyland shall have no obligation to maintain or provide any County Data and shall thereafter, unless legally prohibited, delete all such County Data from all of Hyland’s datacenters, including all replicated copies.

(b) Upon written request by County to Hyland sent to [cloud@hyland.com](mailto:cloud@hyland.com), made within thirty (30) days after the effective date of any such termination or expiration, for the deletion of County Data (“Notice of Deletion of County Data”), Hyland will have no obligation to maintain or provide any County Data and shall thereafter, unless legally prohibited, delete all County Data from all of Hyland’s datacenters, including all replicated copies.

(c) If County does not provide the Notice of Return of County Data or the Notice of Deletion of County Data in accordance with paragraph (a) or (b) above, County acknowledges and agrees that thirty (30) days after any termination or expiration of this SaaS Schedule, Hyland will have no obligation to maintain or provide any County Data and may thereafter, unless legally prohibited, delete all County Data from all of Hyland’s datacenters, including all replicated copies.

1.4 Data Location. Hyland shall store County Data at data centers located in the continental United States. Hyland may, at its expense, change the location of the County Data to other data centers; provided that such locations remain in that country.

1.5 County may license some Software provisioned by Hyland as part of the Hyland Cloud Service, and other Software which is implemented only on the County's premise (or a third party cloud other than the Hyland Cloud Platform), such as Hyland RPA ("On-Premise Software"). For clarity, if County licenses On-Premise Software from Hyland, this Schedule does not apply to such On-Premise Software.

## 2. GRANT OF RIGHTS AND PROHIBITED CONDUCT.

2.1 Hyland Cloud Service Use Grant. During the term of this SaaS Schedule, Hyland grants to County a revocable, non-exclusive, non-assignable (except as provided in the General Terms Schedule), limited right to use the Hyland Cloud Service as provided by Hyland, and the associated Documentation, solely for use by County and its Users for the internal business purposes of County, and only for capturing, storing, processing and accessing County's data.

The Hyland Cloud Service is for use by County and its Users and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. County and its Users shall not make any use of the Hyland Cloud Service in any manner not expressly permitted by this SaaS Schedule. County acknowledges that it and its Users may only access County Data via the Hyland Cloud Service and shall only access the Hyland Cloud Service in a manner consistent with this SaaS Schedule and the Documentation. Use of software or hardware that reduces the number of users directly accessing or utilizing the Hyland Cloud Service (e.g. by using "bots" or "multiplexing" or "pooling" software or hardware) does not reduce the number of users accessing the Hyland Cloud Services for purposes of calculating the number of users, as the required number of users would equal the number of distinct inputs to such software or hardware (e.g. to such "bots" or "multiplexing" or "pooling" software or hardware). County is prohibited from using any software (including bots) other than the Software client modules or a Software application programming interface (API) to access the Hyland Cloud Service 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 County's use of such other software and County has paid to Hyland the SaaS Fees with respect to such access. County further acknowledges that all components of the Hyland Cloud Service made available by Hyland, including any components downloaded or installed locally on County's or Users' systems, are solely for use with the Hyland Cloud Service and are not intended to be used on a stand-alone basis.

2.2 Volume Use Restriction. There are certain Software products that Hyland makes available and which County may purchase for use as part of the Hyland Cloud Service that are volume-based and may: (i) no longer function if applicable volume limits have been exceeded; (ii) require County to pay additional fees based on County's volume usage; or (iii) include functionality which monitors or tracks County usage and reports that usage. County may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars.

2.3 Test Environments. County may purchase limited access to Testing Environments or Testing Lite Environments, or both. Hyland agrees that the security measures described in the SaaS Security Attachment are also applied to the Testing Environment and Testing Lite Environment. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Testing Environment and Testing Lite Environment. If, at any time, County is not satisfied with the Testing Environment or Testing Lite Environment, County's sole and exclusive remedy shall be to stop using the Testing Environment or Testing Lite Environment.

2.4 No High Risk Use. The Hyland Cloud Service is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Hyland Cloud Service is not designed or intended for use in any situation where failure or fault of any kind of the Hyland Cloud Service could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). County is not permitted to use the Hyland Cloud Service 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 Hyland Cloud Service for administrative purposes, as an information resource for medical professionals, 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. County agrees not to use, distribute, license, or grant the use of the Hyland Cloud Service in, or in connection with, any High Risk Use." County agrees to indemnify and hold harmless Hyland from any third-party claim arising out of County's use of the Hyland Cloud Service in connection with any High Risk Use.

2.5 Assessment. Hyland shall be permitted access to assess County's use of the Hyland Cloud Service in order to determine County's compliance with the grant of use and pricing terms of the Agreement and this SaaS Schedule, including, where applicable, to measure County's volume usage. County shall reasonably cooperate with Hyland with respect to its performance of such assessment.



2.6 Third Party Services and Content. The Hyland Cloud Service may contain functionality which allows County to: (a) access, link or integrate the Hyland Cloud Service with County's applications or applications or services provided by third parties and (b) access third party websites and content. Hyland has no responsibility for such applications or services, websites or content and shall have no responsibility for any disclosure, modification or deletion of County Data resulting from any such access or use by such applications or services. Any activities engaged in by County or any of its Users with such third parties using the Hyland Cloud Service is solely between County and such third party and Hyland has no liability, obligation or responsibility for any such activities. Hyland does not endorse any third party web sites, applications or services that may be linked or integrated through the Hyland Cloud Service. Hyland is not responsible for any third party content, products or materials purchased, accessed or used by County or its Users using the Hyland Cloud Service.

2.7 Prohibited Conduct. County agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear during the use of the Hyland Cloud Service; (b) sell, transfer, rent, lease or sub-license the Hyland Cloud Service to any third party; (c) alter or modify the Hyland Cloud Service; (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Hyland Cloud Service, or prepare derivative works therefrom; or (e) use the Hyland Cloud Service or permit it to be used in violation of the Acceptable Use Policy, as in effect from time to time, a copy of the current form of which is attached hereto as the Acceptable Use Policy Attachment or for the purposes of evaluation, benchmarking, or other comparative analysis intended for external publication without Hyland's prior written consent.

2.8 Ownership of County Data. As between Hyland and County, County owns County Data.

2.9 County Input and Suggestions. Hyland shall have a royalty-free, worldwide, perpetual, transferable, sub-licensable, and irrevocable license to use or incorporate into any of Hyland's products or services, including the Hyland Cloud Services, any suggestions, enhancements, improvements, recommendations or any other feedback provided by County or its users, related to the operation or use of the Hyland Cloud Service.

### **3. PRICES, INVOICES AND PAYMENT.**

3.1 Initial Setup Fees. Hyland will invoice County for Initial Setup Fees in the amount set forth in the initial Purchase Table Schedule promptly following the Effective Date. Hyland will invoice County for Initial Setup Fees upon each additional purchase of Software for the Hyland Cloud Service upon acceptance of County's purchase order for such Software.

3.2 SaaS Fees. County shall pay SaaS Fees to Hyland for the Hyland Cloud Service in such amounts as are invoiced by Hyland; provided, that during the Initial Term, County shall pay SaaS Fees to Hyland for the Hyland Cloud Service as initially composed in accordance with the initial Purchase Table Schedule. Hyland will invoice County on or after the Effective Date for SaaS Fees for the first year of the Initial Term. Following expiration of the Initial Term and subject to at least ninety (90) days prior notification to Customer, Hyland may increase the SaaS Fees for the Hyland Cloud Service for any renewal period by up to five percent (5%) of the previous year's SaaS Fees. For any subsequent years, Hyland will invoice County for SaaS Fees prior to the beginning of such year, and such invoice shall be due and payable by County to Hyland in full in accordance with the General Terms Schedule. In the event County adds Software modules for the Hyland Cloud Service, Hyland will invoice County for SaaS Fees for such additional Software modules on a prorated basis upon Hyland's acceptance of the purchase order for such additional Software modules. Thereafter, SaaS Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.

3.3 Consumption Fees. Hyland will invoice County for any Consumption Fees, monthly in arrears, promptly upon the end of the month to which such Consumption Fees relate. Consumption Fees will be due for a month if at any time during such month the amount of County Data stored in the Hyland Cloud Service exceeds County's data storage allocation as set forth in the initial Purchase Table.

3.4 Add-On Services. If County subscribes to an Add-On Service, the fees for such Add-On Service will be invoiced on a periodic basis, in advance, and County shall pay such invoices in accordance with the General Terms Schedule. Some Add-On Services may be priced on a volume basis, for which Add-On Service fees may be invoiced in arrears based on the applicable volume usage. Except as may be stated in a separate Schedule, the Add-On Services are part of the Hyland Cloud Service.

3.5 Other Fees. If County procures and Hyland provides any other services or deliverables in connection with the Hyland Cloud Service that are not covered by the fees and charges described in Sections 3.1 through 3.4 above, Hyland will invoice County for such other fees or charges based upon Hyland's then current list prices or the pricing that the parties have mutually agreed upon in connection with such other services or deliverables.

**4. U.S. GOVERNMENT END USERS.** To the extent applicable to Customer, the terms and conditions of the Agreement shall pertain to the U.S. Government's use and/or disclosure of the Hyland Cloud Service, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of the Agreement and/or the delivery of the Hyland Cloud Service, the

U.S. Government hereby agrees that the Software, and the Hosted 3rd Party Software included in the Hyland Cloud Service and Add-On Services qualify as “commercial” computer software within the meaning of ALL U.S. 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 U.S. Government’s needs or is inconsistent in any respect with Federal law, the U.S. Government agrees to return this Hyland Cloud Service or Add-On Services to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Hyland Cloud Service, Add-On Services or Documentation by the U.S. Government is subject solely to the terms of the Agreement, as stated in DFARS 227.7202, and the terms of the Agreement shall supersede any conflicting contractual term or conditions.

## 5. HYLAND CLOUD SERVICE SUPPORT.

5.1 HYLAND CLOUD SERVICE SUPPORT TERMS. Hyland will provide Hyland Cloud Service Support in accordance with this Section and the Support Prioritization Attachment attached hereto.

(a) Technical Support Services. Hyland will provide telephone or online technical support related to problems reported by County and associated with the operation of the Hyland Cloud Service, including assistance and advice related to the operation of the Hyland Cloud Service.

(b) Error Correction Services. With respect to any issues or errors in the Hyland Cloud Service which are reported by County and which are confirmed by Hyland, Hyland will use its reasonable efforts to correct such issue or error, which may be effected by a reasonable workaround. Hyland shall promptly commence to confirm any reported issues or errors after receipt of a proper report of such suspected issue or error from County in accordance with the Support Prioritization Attachment. Hyland may elect to correct the issue or error by updating or upgrading the applicable component of the Hyland Cloud Service to a new build or version.

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

(1) *County Reporting Requirements.* When requesting Hyland Cloud Service Support, County will submit such requests through Hyland’s secure end user website, the details of which will be separately provided to County. Once such request is submitted through the end user website, County may call for a Level 1 or Level 2 Severity Level (support numbers are available through Hyland’s secure end user website). In the case of reporting a problem, issue, or error with the Hyland Cloud Service, County will provide Hyland with as much information and access to systems as reasonably possible to enable Hyland to investigate and attempt to identify and verify the problem, issue or error. County will work with Hyland support personnel during the problem isolation process, as reasonably needed. County will notify Hyland of any configuration changes it has made to the Hyland Cloud Service, such as workflow configuration changes, network installation/expansion, integrations, upgrades, relocations, etc.

(2) *Hyland Response Procedures.* Hyland shall respond to all reports in accordance with the Support Prioritization Attachment. Hyland: (a) will respond based on the confirmed severity level; (b) may reclassify severity levels as it learns information about such problems, issues or errors during the resolution process; and (c) obligations for a reported issue or error concludes upon delivery of a Resolution in accordance with the Support Prioritization Attachment.

(d) Software Upgrades and Enhancements. Hyland will make available, in accordance with Hyland’s then current policies, as set forth from time to time on Hyland’s secure end user web site (currently [www.hyland.com/community](http://www.hyland.com/community)), all Upgrades and Enhancements to the Software, if and when released during the term of this SaaS Schedule.

(e) Update, Upgrade, Change or Replacement of Components of the Hyland Cloud Service. Hyland may update or upgrade the build or version of the Software used in the Hyland Cloud Service from time to time at Hyland’s expense. Hyland also may change, replace, update or upgrade the Hyland Cloud Platform from time to time. County agrees to collaborate with Hyland and assist Hyland in connection with the completion of installation and testing of any update or upgrade related to the Hyland Cloud Service. Notwithstanding the foregoing, County acknowledges that it is County’s responsibility to ensure that County is running a Cloud Compatible Version of the Software in accordance with Hyland’s Cloud Software Version Policy available at Hyland’s end user website (currently, [community.hyland.com](http://community.hyland.com)); County’s failure to comply with Hyland’s Cloud Software Version Policy shall be considered a material breach of the Agreement.

County acknowledges and agrees that for regulatory compliance purposes, County may be required to engage Hyland under a Services Proposal to implement Upgrades and Enhancements to a regulated product. If Hyland offers a self-service option for implementing Upgrades and Enhancements to a regulated product, and the County chooses this option, County agrees to comply with the training, reporting, and documentation requirements established by Hyland to ensure that the implementation is performed and documented as required by applicable regulations.

## 5.2 EXCLUSIONS.

Generally. Hyland is not responsible for providing, or obligated to provide, Hyland Cloud Service Support: (1) in connection with any errors, defects or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Hyland Cloud Service or from any error or defect in any configuration of any component of the Hyland Cloud Service, which activities in any such case were undertaken by any party other than Hyland or a party retained by Hyland; (2) in connection with any error or defect or problem in any other component of the Hyland Cloud Service if Hyland has previously made available corrections for such error or defect which County fails to implement; (3) in connection with any errors, defects or problems which have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in any software, hardware or system or networking which is not a part of the Hyland Cloud Service; (4) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Hyland Cloud Service Support to County with respect to the Hyland Cloud Service; or (5) in connection with any questions related to the operation or use of the Software application programming interfaces (APIs); or in connection with any errors, defects or problems with Work Products (as defined in the Professional Services Schedule). Support relating to Work Products and the operation or use of APIs may be provided, on a case-by-case basis, as mutually agreed to in an applicable Services Proposal which outlines Professional Services for such support activities.

**6. SECURITY.** During the term of this SaaS Schedule, Hyland shall maintain a security program which shall conform to the SaaS Security Attachment, attached hereto.

## 7. **CERTAIN RESPONSIBILITIES AND OBLIGATIONS OF COUNTY.**

7.1 County Responsibilities. In connection with the relationship established between County and Hyland under this SaaS Schedule:

(a) except as otherwise expressly permitted under the terms of this SaaS Schedule, County will not permit or authorize any third parties (such as persons or legal entities) to use the Hyland Cloud Service;

(b) County will comply with Hyland's Acceptable Use Policy, as in effect from time to time, a copy of the current form of which is attached hereto as the Acceptable Use Policy Attachment;

(c) County is responsible for all Users use and all access through County and its Users of the Hyland Cloud Service and compliance with this SaaS Schedule and the Agreement, including, but not limited to, (i) setting-up User log-in accounts/credentials (e.g. user names, passwords, tokens, etc.) to the Hyland Cloud Service and immediately revoking User accounts/credentials when User no longer requires access to the Hyland Cloud Service, and (ii) shall not permit Users to share log-in accounts/credentials;

(d) County has sole responsibility for the accuracy, quality, content and legality of all County Data;

(e) County shall prohibit unauthorized access to, or use of, the Hyland Cloud Service and shall notify Hyland promptly of any such unauthorized access or use by contacting County's Hyland technical support contact or another contact notified to County in writing (which may be via email or posted on Hyland's secure end user web site (currently [www.hyland.com/community](http://www.hyland.com/community))).

(f) County understands and agrees: (i) it has an independent duty to comply with any and all laws applicable to it, (ii) its use of the Hyland Cloud Service and compliance with any terms and conditions under this SaaS Schedule and the Agreement does not constitute compliance with any law, (iii) it shall make use of available Hyland Cloud Service security features and controls to properly transmit, store, process and provide access to County Data and (iv) it shall use the tools and reporting capabilities made available in the Hyland Cloud Service to monitor and confirm County Data processing, such as batch processing of electronic documents uploaded to the Hyland Cloud Service.

(g) County designates the initial County Security Administrator as County of San Mateo Health CIO or his/her designee. "County Security Administrators" (also referred to as "CSA" or "CSAs") are individuals designated by County who are authorized to submit Hyland Cloud Service configuration change requests, speak authoritatively on behalf of County's Hyland Cloud Service and shall receive and provide, as applicable, all notifications related to maintenance, security, service failures and the like. If County fails to designate the initial CSA, Hyland may at its option, designate the initial CSA as the individual who executed the Agreement on behalf of County.

(h) County may give any of its Users the rights to act as a system administrator, through the configuration tools included in the Software for the Hyland Cloud Service. Hyland has no responsibility or obligations in connection with County's internal management or administration of County's Hyland Cloud Service.

7.2 County Internet Connection. County is responsible for obtaining and maintaining all software, hardware (including without limitation network systems), telephonic or other communications circuits, and Internet Service Provider relationships that are necessary or appropriate for County to properly access and use the Hyland Cloud Service. Hyland shall have no responsibility or liability under this SaaS Schedule for any unavailability or failure of, or nonconformity or defect in, the Hyland Cloud Service that is caused by or related in any manner to any failure of County to obtain and maintain all such software, hardware, equipment and relationships.

## 8. LIMITED WARRANTIES.

8.1 Hyland Cloud Service Limited Warranty. Hyland warrants to Customer that during the term of this SaaS Schedule the Hyland Cloud Service will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, the Hyland Cloud Service if: (i) any component of the Hyland Cloud Service has been modified, misused or abused by Customer or a third party, (ii) any such non-conformity arises from or is related to problems within or impacting Customer's computing environment, including any Customer third party software applications, hardware, network or internet connectivity, or (iii) if the Hyland Cloud Service is used in combination with equipment or software other than that which is provided by Hyland or is consistent with the Documentation.

8.2 Hyland Cloud Service Warranty Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranties under Section 8.1 shall be as follows: provided that Customer notifies Hyland in writing of the non-conformity, Hyland will either (a) correct the non-conforming component of the Hyland Cloud Service, which may include the delivery of a reasonable workaround for the non-conformity; or (b) if Hyland determines that correcting the non-conformity is not practicable, then terminate this SaaS Schedule with respect to the non-conforming component, in which event, upon compliance by Customer with its obligations under Section 11.2 of this SaaS Schedule, Hyland will provide a refund to Customer of the "unused portion of prepaid SaaS Fees" (as defined below) paid by Customer and attributable to the non-conforming component. The "unused portion of the prepaid SaaS Fees" shall mean an amount equal to the total SaaS Fees paid by Customer for the non-conforming portion of the Hyland Cloud Service for the then current term (or applicable twelve-month period within the Initial Term) during which such removal occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, and the denominator of which shall be twelve (12).

8.3 County Limited Warranty. County represents and warrants to Hyland that: (a) County and its Users are the legal custodian of the County Data and it has the right and authority to use the Hyland Cloud Service in connection with all County Data and other materials hereunder; (b) County will use reasonable efforts to ensure that any County Data submitted to Hyland via electronic media will be free of viruses; and (c) anyone submitting County Data to Hyland for use in connection with the Hyland Cloud Service or Professional Services has the legal authority to do so, either through ownership of the County Data or by obtaining appropriate authorizations therefor, and that submission of County Data does not violate any contracts, agreements, or any applicable law. County is responsible for all County Data that is submitted to Hyland for use in connection with the Hyland Cloud Service or Professional Services.

## 9. INFRINGEMENT INDEMNIFICATION.

9.1 Generally. Hyland agrees to indemnify County against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against County based upon any infringement or misappropriation by the Hyland Cloud Service of any patent, registered copyright or registered trademark of a third party, provided that Hyland: (a) is notified promptly after County receives notice of such claim; (b) is solely in charge of the defense of and any settlement negotiations with respect to such claim, provided, that Hyland will not settle any such claim without the prior written consent of County if such settlement contains a stipulation to or admission or acknowledgement of any liability or wrongdoing on the part of the County or otherwise requires payment by County; (c) receives County's reasonable cooperation in the defense or settlement of such claim; and (d) has the right, upon either the occurrence of or the likelihood (in the opinion of Hyland) of the occurrence of a finding of infringement or misappropriation, either to procure for County the right to continue use of the Hyland Cloud Service, or to replace the relevant portions of the Hyland Cloud Service with other equivalent, non-infringing portions. If Hyland is unable to accomplish either of the options set forth in the preceding sentence, Hyland shall terminate this SaaS Schedule upon thirty (30) days advance written notice to County and refund to County the "unused portion of prepaid SaaS Fees" as defined below paid during the then current term (or applicable twelve-month period within the Initial Term). For these purposes, the "unused portion of prepaid SaaS Fees" shall mean an amount equal to the total SaaS Fees paid by County for the term (or applicable twelve-month period within the Initial Term) during which termination occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such termination occurs, and the denominator or which shall be twelve (12). Notwithstanding anything to the contrary, Hyland shall have no obligation to indemnify County against any claims made against County and otherwise described in this Section that arise from: (v) any County Data; (w) use of the Hyland Cloud Service other than as expressly permitted by this SaaS Schedule and the Agreement; (x) the combination of the Hyland Cloud Service or any component thereof

with any product not furnished by Hyland (unless such combination is described in the Documentation, then indemnification would be provided to the extent the claims is based on such combination); (y) the modification or addition of any component of the Hyland Cloud Service, other than by Hyland or any of its authorized resellers specifically retained by Hyland to provide such modification or addition; or (z) the Customer's business methods or processes.

9.2 THIS SECTION 9 STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF COUNTY WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE HYLAND CLOUD SERVICE.

## 10. LIABILITY FOR COUNTY DATA INCIDENTS.

10.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE CASE OF A COUNTY DATA INCIDENT (AS DEFINED IN THIS SCHEDULE), THE FOLLOWING SHALL APPLY IN LIEU OF SECTION 6.2 OF THE GENERAL TERMS SCHEDULE: THE MAXIMUM LIABILITY OF HYLAND (INCLUDING ITS AFFILIATES AND SUPPLIERS) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED UNDER IT FOR A COUNTY DATA INCIDENT (AS DEFINED IN THIS SCHEDULE), WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, (A) FIVE MILLION DOLLARS (\$5,000,000.00) (LESS ANY REFUNDS OR CREDITS) PROVIDED COUNTY HAS AND MAINTAINS THE DOUBLE PLATINUM SERVICE CLASS; AND (B) FOR ANY OTHER SERVICE CLASS, ALL FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO HYLAND (LESS ANY REFUNDS OR CREDITS) UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE COUNTY DATA INCIDENT MULTIPLIED BY THE NUMBER INDICATED IN THE TABLE BELOW BASED ON CUSTOMER'S SERVICE CLASS AT THE TIME OF THE COUNTY DATA INCIDENT.

Service Class	Multiplier
Silver	1
Gold	2
Platinum	3

10.2 Notwithstanding Section 6.1 of the General Terms Schedule, and subject to Section 10.1 of this Schedule, in the event of a County Data Incident, Hyland shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) providing notification of the County Data Incident to applicable government and relevant industry self-regulatory agencies, to the media and to individuals whose personal data may have been accessed or acquired, where required by law; and (b) providing credit monitoring service (where such service addresses the harm caused by the County Data Incident) to individuals who elect to receive such credit monitoring service and whose personal data may have been accessed or acquired, for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition.

## 11. TERM; TERMINATION.

11.1 Term. Subject to the termination provisions set forth in Section 1.2 of the General Terms Schedule and Section 11.1.1 below, the initial term of this SaaS Schedule will be the five (5) year period that commences on the Effective Date (the "Initial Term"); and such term may be renewed by mutual agreement of the parties in writing., otherwise, this SaaS Schedule shall terminate at the end of the then current term.

11.1.1 If, in the reasonable opinion of County or Hyland, the compliance by either party with the terms of this SaaS Schedule will be in violation of any law or regulation implemented or modified after the commencement of Hyland Cloud Service provided pursuant to this SaaS Schedule, Customer or Hyland, as the case may be, may terminate this SaaS Schedule upon thirty (30) days written notice to the other party.

11.2 Additional Effects or Consequences of Termination. In addition to Section 1.3 of the General Terms Schedule, immediately upon any termination or expiration of this SaaS Schedule, Customer shall cease any and all uses of or access to the Hyland Cloud Service and Documentation.

11.3 Transition Period Upon Termination. Except in the case of termination by Hyland due to County's breach of this SaaS Schedule or the Agreement, in the event of any other termination of this SaaS Schedule or the Agreement, Hyland shall, upon County's request, continue to provide Hyland Cloud Service Support and access to the Hyland Cloud Service (except where Hyland is enjoined) pursuant to the terms of this SaaS Schedule and the Agreement for a period of up to nine (9) months following such a termination (the "Transition Period"), provided County pays all applicable SaaS Fees and Consumption Fees for such Transition Period. During such Transition Period, both parties will reasonably cooperate and use their reasonable efforts to provide for an orderly transition that is designed to minimize the disruption to County's business operations. Such cooperation and assistance will be limited to Professional Services consisting of consulting services and subject to Hyland's then-current rates for such

Professional Services which will be set out in a purchase order or a Services Proposal in accordance with the Professional Services Schedule to this Agreement.

**12. COMPLIANCE WITH LAWS.** Subject to Section 11 above, Hyland agrees to comply in all material respects with all laws applicable to Hyland in its performance of services under this SaaS Schedule.

**SUPPORT PRIORITIZATION ATTACHMENT**

<b>Severity Level</b>	<b>Description</b>	<b>Hyland Response</b>
Level 1	“Level 1” means any error or issue in the Hyland Cloud Service that causes total or substantial Hyland Cloud Service failure, which means that the Hyland Cloud Service is down and County is unable to access the Hyland Cloud Service in any way.	<p>Upon receiving notification from County, Hyland’s Technical Support contact will immediately notify a support Manager. Within thirty (30) minutes, the Manager will notify a member of Senior Management or a Vice President.</p> <p>To provide a Resolution, Hyland will work up to and including 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution, provided County remains accessible by phone for troubleshooting from the time Hyland receives the notification through Resolution.</p>
Level 2	“Level 2” means an error or issue in the Hyland Cloud Service that causes substantial Hyland Cloud Service failure which prevents a portion of County’s users from accessing the Hyland Cloud Service in any way.	<p>Upon receiving notification from County, Hyland’s Technical Support contact will notify a support Manager within sixty (60) minutes. Within two (2) hours, the Manager will notify a member of Senior Management or Vice President.</p> <p>To provide a Resolution, Hyland will work up to 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution, provided County remains accessible by phone for troubleshooting from the time Hyland receives the notification through Resolution.</p>
Level 3	“Level 3” means that the Hyland Cloud Service is usable except that an error or issue in the Hyland Cloud Service causes an ongoing, system-wide, severe performance degradation.	To provide a Resolution, Hyland will work up to 5 days/week, 16 hours/day, through holidays and weekends until there is a Resolution, provided County remains accessible by phone for troubleshooting from the time Hyland receives the notification through Resolution.
Level 4	“Level 4” means that the Hyland Cloud Service is usable except that an error or issue in the Hyland Cloud Service prevents a specific feature or functionality from working.	To provide a Resolution, Hyland will use reasonable efforts during regular support hours.
Level 5	“Level 5” means that the Hyland Cloud Service is usable except that an error or issue in the Hyland Cloud Service causes a trivial inconvenience and the task can be completed in another way.	Standard Hyland Cloud Service Support.
Level 6	“Level 6” means Technical Support Services.	Standard Hyland Cloud Service Support.

\*Notwithstanding the above, Hyland Cloud Service Support for the Pacsgear Software is limited to the following hours:

- for Customers in Europe: 8:00-5:00 UK Time (GMT +1)
- for all other Customers: 7:00-7:00 Central Time

## ACCEPTABLE USE POLICY ATTACHMENT

### 1. INTRODUCTION.

This Acceptable Use Policy (this "AUP") applies to all persons and entities (collectively referred to herein as "User") who use the services and software products provided by Hyland Software, Inc. or its affiliates ("Hyland") in connection with Hyland Cloud Service. This AUP is designed to protect the security, integrity, reliability and privacy of Hyland's network and the Hyland Cloud Services Hyland hosts for its hosting customers, including specifically in this case County.

User's use of the Hyland Cloud Service constitutes User's acceptance of the terms and conditions of this AUP in effect at the time of such use. Hyland reserves the right to modify this policy at any time effective immediately upon Hyland's posting of the modification or revised AUP on Hyland's website: <https://www.hyland.com/community>.

### 2. USER OBLIGATIONS.

2.1 Misuse. User is responsible for any misuse of a Hyland Cloud Service. Therefore, User must take all reasonable precautions to protect access and use of any Hyland Cloud Service that it uses.

2.2 Restrictions on Use. User shall not use a Hyland Cloud Service in any manner in violation of applicable law including, but not limited to, by:

(a) Infringing or misappropriating intellectual property rights, including copyrights, trademarks, service marks, software, patents and trade secrets;

(b) Engaging in the promotion, sale, production, fulfillment or delivery of illegal drugs, illegal gambling, obscene materials or other products and services prohibited by law. Similarly, soliciting illegal activities is prohibited even if such activities are not actually performed;

(c) Displaying, transmitting, storing or making available child pornography materials;

(d) Transmitting, distributing or storing any material that is unlawful, including encryption software in violation of U.S. export control laws, or that presents a material risk of civil liability to Hyland;

(e) Displaying, transmitting, storing or publishing information that constitutes libel, slander, defamation, harassment, obscenity, or otherwise violates the privacy or personal rights of any person;

(f) Displaying or transmitting obscene, threatening, abusive or harassing messages; or

(g) Promoting, offering or implementing fraudulent financial schemes including pyramids, illegitimate funds transfers and charges to credit cards.

2.3 Prohibited Acts. User shall not use a Hyland Cloud Service to engage in any of the following:

(a) Interfering with, gaining unauthorized access to or otherwise violating the security of Hyland's or another party's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing, including, but not limited to, use in the development, distribution or execution of Internet viruses, worms, denial of service attacks, network flooding or other malicious activities intended to disrupt computer services or destroy data;

(b) Interfering with Hyland's network or the use and enjoyment of Hyland Cloud Services received by other authorized Users;

(c) Promoting or distributing software, services or address lists that have the purpose of facilitating spam;

(d) Providing false or misleading information in message headers or other content, using non-existent domain names or deceptive addressing, or hiding or obscuring information identifying a message's point of origin or transmission path;

(e) Violating personal privacy rights;

(f) Sending and collecting responses to spam, unsolicited electronic messages or chain mail; and

(g) Engaging in any activities that Hyland believes, in its sole discretion, might be harmful to Hyland's operations, public image or reputation.



3. **ENFORCEMENT.** If a User violates this AUP, Hyland may, depending on the nature and severity of the violation, suspend the hosting of any Hyland Cloud Service that such User accesses for so long as necessary for steps to be taken that, in Hyland's reasonable judgment, will prevent the violation from continuing or reoccurring.
4. **NOTICE.** Unless prohibited by law, Hyland shall provide User with written notice via e-mail or otherwise of a violation of this AUP so that such violation may be corrected without impact on the Hyland Cloud Service; Hyland shall also provide User with a deadline for User to come into compliance with this AUP. Hyland reserves the right, however, to act immediately and without notice to suspend the Hyland Cloud Service in response to a court order or government notice that certain conduct of User must be stopped or when Hyland reasonably determines: (1) that it may be exposed to sanction, civil liability or prosecution; (2) that such violation may cause harm to or interfere with the integrity or normal operations or security of Hyland's network or networks with which Hyland is interconnected or interfere with another of Hyland's customer's use of Hyland Cloud Services, other services or software products; or (3) that such violation otherwise presents imminent risk of harm to Hyland or other of Hyland's customers or their respective employees. In other situations, Hyland will use reasonable efforts to provide User with at least seven (7) calendar days' notice before suspending the Hyland Cloud Service. User is responsible for all charges or fees due to Hyland up to the point of suspension by Hyland, pursuant to the agreement in place between User and Hyland related to the Hyland Cloud Services.
5. **DISCLAIMER.** Hyland disclaims any responsibility for damages sustained by User as a result of Hyland's response to User's violation of this AUP. User is solely responsible for the content and messages transmitted or made available by User using a Hyland Cloud Service. By using a Hyland Cloud Service, User acknowledges that Hyland has no obligation to monitor any activities or content for violations of applicable law or this AUP, but it reserves the right to do so. Hyland disclaims any responsibility for inappropriate use of a Hyland Cloud Service by User and any liability for any other third party's violation of this AUP or applicable law.
6. **INDEMNIFICATION.** User agrees to indemnify Hyland from and against all liabilities, obligations, losses and damages, plus costs and expenses, including reasonable attorney's fees, arising out of any claim, damage, loss, liability, suit or action brought against Hyland by a third party as a result of the conduct of User that violates this AUP.
7. **WAIVER.** No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.
8. **QUESTIONS.** If you are unsure of whether any contemplated use or action is permitted, please contact Hyland, at 440-788-5000.

**SAAS SECURITY ATTACHMENT**

Introduction: Hyland maintains and manages a comprehensive written security program that covers the Hyland Cloud Service designed to protect: (a) the security and integrity of County Data; (b) against threats and hazards that may negatively impact County Data; and (c) against unauthorized access to County Data, which such program includes the following:

- I. Risk Management.
  - a. Conducting an annual risk assessment designed to identify threats and vulnerabilities in the administrative, physical, legal, regulatory, and technical safeguards used to protect the Hyland Cloud Service.
  - b. Maintaining a documented risk remediation process to assign ownership of identified risks, establish remediation plans and timeframes, and provide for periodic monitoring of progress.
- II. Information Security Program.
  - a. Maintaining a documented comprehensive Hyland Cloud Service information security program. This program will include policies and procedures based on industry standard practices, which may include ISO 27001/27002, or other equivalent standards.
  - b. Such information security program shall include, as applicable: (i) adequate physical and cyber security where County Data will be processed and/or stored; and (ii) reasonable precautions taken with respect to Hyland personnel employment.
  - c. These policies will be reviewed and updated by Hyland management annually.
- III. Organization of Information Security. Assigning security responsibilities to appropriate Hyland individuals or groups to facilitate protection of the Hyland Cloud Service and associated assets.
- IV. Human Resources Security.
  - a. Hyland employees undergo comprehensive screening during the hiring process. Background checks and reference validation will be performed to determine whether candidate qualifications are appropriate for the proposed position. Subject to any restrictions imposed by applicable law and based on jurisdiction, these background checks include criminal background checks, employment validation, and education verification as applicable.
  - b. Ensuring all Hyland employees are subject to confidentiality and non-disclosure commitments before access is provisioned to the Hyland Cloud Service or County Data.
  - c. Ensuring applicable Hyland employees receive security awareness training designed to provide such employees with information security knowledge to provide for the security, availability, and confidentiality of County Data.
  - d. Upon Hyland employee separation or change in roles, Hyland shall ensure any Hyland employee access to the Hyland Cloud Service is revoked in a timely manner and all applicable Hyland assets, both information and physical, are returned.
- V. Asset Management.
  - a. Maintaining asset and information management policies and procedures. This includes ownership of assets, an inventory of assets, classification guidelines, and handling standards pertaining to Hyland assets.
  - b. Maintaining media handling procedures to ensure media containing County Data as part of the Hyland Cloud Service is encrypted and stored in a secure location subject to strict physical access controls.
  - c. When a Hyland Cloud Service storage device has reached the end of its useful life, procedures include a decommissioning process that is designed to prevent County Data from being exposed to unauthorized individuals using the techniques recommended by NIST to destroy data as part of the decommissioning process.
  - d. If a Hyland storage device is unable to be decommissioned using these procedures, the device will be virtually shredded, degaussed, purged/wiped, or physically destroyed in accordance with industry-standard practices.
- VI. Access Controls.
  - a. Maintaining a logical access policy and corresponding procedures. The logical access procedures will define the request, approval and access provisioning process for Hyland personnel. The logical access process will restrict Hyland user (local and remote) access based on Hyland user job function (role/profile based, appropriate access) for applications and databases. Hyland user access recertification to determine access and privileges will be performed periodically. Procedures for onboarding and offboarding Hyland personnel users in a timely manner will be documented. Procedures for Hyland personnel user inactivity threshold leading to account suspension and removal threshold will be documented.
  - b. Limiting Hyland's access to County Data to its personnel who have a need to access County Data as a condition to Hyland's performance of the services under this Agreement. Hyland shall utilize the principle of "least privilege" and the concept of "minimum necessary" when determining the level of access for all Hyland users to County Data. Hyland shall require strong passwords subject to complexity requirements and periodic rotation and the use of multi-factor authentication.

- c. Ensuring strict access controls are in place for County Data access by Hyland. County administrators control its user access, user permissions, and County Data retention to the extent such controls are available to County with respect to the Hyland Cloud Service.
- VII. System Boundaries.
  - a. Hyland is not responsible for any system components that are not within the Hyland Cloud Platform, including network devices, network connectivity, workstations, servers, and software owned and operated by the County or other third parties. Hyland may provide support for these components at its reasonable discretion.
  - b. The processes executed within the Hyland Cloud Platform are limited to those that are executed by a Hyland employee (or Hyland authorized third party) or processes that are executed within Hyland's established system boundaries, in whole. This includes, but is not limited to, hardware installation, software installation, data replication, data security, and authentication processes.
  - c. Certain business processes may cross these boundaries, meaning one or more tasks are executed outside of Hyland's established system boundaries for the Hyland Cloud Platform, one or more tasks are executed by individuals who are not Hyland personnel (or authorized third-parties), or one or more tasks are executed based on written requests placed by County. In such event, Hyland will provide support for such processes to the extent they occur within Hyland's established system boundaries, but Hyland is not responsible for providing support for such processes to the extent they occur outside of such established system boundaries. At its reasonable discretion, Hyland may provide limited support for processes that occur outside such established system boundaries for the Hyland Cloud Platform. Examples of business processes that cross these boundaries include, but are not limited to, Hyland Cloud Service configuration changes, processing that occurs within the Hyland Cloud Service, user authorization, and file transfers.
- VIII. Encryption.
  - a. County Data shall only be uploaded to the Hyland Cloud Services in an encrypted format such as via SFTP, TLS/SSL, or other equivalent method.
  - b. County Data shall be encrypted at rest.
  - c. Where use of encryption functionality may be controlled or modified by County, in the event County elects to modify the use of or turn off any encryption functionality, County does so at its own risk.
- IX. Physical and Environment Security.
  - a. The Hyland Cloud Platform uses data centers or third party service providers who have demonstrated compliance with one or more of the following standards (or a reasonable equivalent): International Organization for Standardization ("ISO") 27001 and/or American Institute of Certified Public Accountants ("AICPA") Service Organization Controls ("SOC") Reports for Services Organizations. These providers provide Internet connectivity, physical security, power, and environmental systems and other services for the Hyland Cloud Platform.
  - b. Hyland uses architecture and technologies designed to promote both security and high availability.
- X. Operations Security.
  - a. Maintaining documented Hyland cloud operating procedures.
  - b. Maintaining change management controls to ensure changes to Hyland Cloud Service production systems made by Hyland are properly authorized and reviewed prior to implementation. County is responsible for testing all configuration changes, authentication changes and upgrades implemented by County or implemented by Hyland at the request of County prior to production use of the Hyland Cloud Service. In cases where the County relies upon Hyland to implement changes on its behalf, a written request describing the change must be submitted (e.g. an e-mail, or another method provided by Hyland) by County's designated County Security Administrators ("CSAs") or set forth in a Services Proposal. Hyland will make scheduled configuration changes that are expected to impact County access to their Hyland Cloud Service during a planned maintenance window. Hyland may make configuration changes that are not expected to impact County during normal business hours.
  - c. Monitoring usage and capacity levels within the Hyland Cloud Platform to adequately and proactively plan for future growth.
  - d. Utilizing virus and malware protection technologies, which are configured to meet common industry standards designed to protect the County Data and equipment located within the Hyland Cloud Platform from virus infections or similar malicious payloads.
  - e. Implementing disaster recovery and business continuity procedures. These will include replication of County Data to a secondary location.
  - f. Maintaining a system and security logging process to capture system logs deemed critical by Hyland. These logs shall be maintained for at least six months and reviewed on a periodic basis.
  - g. Maintaining system hardening requirements and configuration standards for components deployed within the Hyland Cloud Platform. Ensuring servers, operating systems, and supporting software used in the Hyland

- Cloud Platform receive all Critical and High security patches within a timely manner, but in no event more than 90 days after release, subject to the next sentence. In the event any such security patch would materially adversely affect the Hyland Cloud Service, then Hyland will use reasonable efforts to implement compensating controls until a security patch is available that would not materially adversely affect the Hyland Cloud Service.
- h. Conducting Hyland Cloud Platform vulnerability scans or analysis on at least a quarterly basis and remediate all critical and high vulnerabilities identified in accordance with its patch management procedures.
  - i. Conducting Hyland Cloud Platform penetration tests at least annually.
- XI. Communications Security
- a. Implementing Hyland Cloud Platform security controls to protect information resources within the Hyland Cloud Platform.
  - b. When supported, upon implementation and once annually thereafter, County may request Hyland limit access to County's Hyland Cloud Service to a list of pre-defined IP addresses at no additional cost.
- XII. Supplier Relationships. Maintaining a Vendor Management Program for its critical vendors. This program will ensure critical vendors are evaluated on an annual basis.
- XIII. Security Incident.
- a. Employing incident response standards that are based upon applicable industry standards, such as ISO 27001:2013 and National Institute for Standards and Technology ("NIST"), to maintain the information security components of the Hyland Cloud Service environment.
  - b. Responses to these incidents follow the Hyland documented incident response sequence. This sequence includes the incident trigger phase, evaluation phase, escalation phase, response phase, recovery phase, de-escalation phase, and post-incident review phase.
  - c. If Hyland has determined County's Hyland Cloud Service has been negatively impacted by a security incident, Hyland will deliver a root cause analysis summary. Such notice will not be unreasonably delayed, but will occur after initial corrective actions have been taken to contain the security threat or stabilize the Hyland Cloud Service.
  - d. The root cause analysis will include the duration of the event, resolution, technical summary, outstanding issues, and follow-up, including steps County needs to take in order to prevent further issues. Hyland Cloud Service information including data elements that require additional confidentiality and security measures (including that of other customers impacted in the event) will not be publicly disclosed. If County needs additional details of an incident, a request to the Hyland GCS Support team must be submitted and handled on a case by case basis. The release of information process may require an on-site review to protect the confidentiality and security of the requested information.
  - e. Hyland will notify County of a Security Incident within 24 hours. A "Security Incident" means a determination by Hyland of an actual disclosure of unencrypted County Data to an unauthorized person or entity that compromises the security, confidentiality, or integrity of the County Data.
- XIV. Information Security Aspects of Business Continuity Management.
- a. Maintaining a business continuity and disaster recovery plan.
  - b. Reviewing and testing this plan annually.
- XV. Aggregated Data.
- a. Hyland owns all County and User registration and billing data collected and used by Hyland that is required for user set-up, use and billing for the Hyland Cloud Service ("Account Information") and all aggregated, anonymized and statistical data derived from the use and operation of the Hyland Cloud Service, including without limitation, the number of records in the Hyland Cloud Service, the number and types of transactions, configurations, and reports processed as part of the Hyland Cloud Service and the performance results of the Hyland Cloud Service (the "Aggregated Data").
  - b. Hyland may utilize the Account Information and Aggregated Data for purposes of operating Hyland's business. For clarity, Account Information and Aggregated Data does not include County Data.
- XVI. Security Inquiries.
- a. Monitoring its compliance with its information security program. This includes periodic internal reviews. Results are shared with Hyland leadership and deviations tracked through to remediation.
  - b. Maintaining a periodic external audit program. Completed attestations, such as available SOC 2 reports, are provided to County upon written request.
  - c. County may conduct audits (which includes assessments, questionnaires, guided reviews or other requests to validate Hyland's security controls) (each a "Security Inquiry") of Hyland's operations that participate in the ongoing delivery and support of the Hyland Cloud Service purchased by County on an annual basis (but no more than once during any 12-month period); provided, that County provides Hyland with advance written notice of its desire to conduct such Security Inquiry and the proposed Security Inquiry does not overlap with, or otherwise cover the same or similar information as, or scope of: (1) any controls already provided for by an

external audit or assessment already performed by Hyland, such as a SOC 2 report, ISO 27001 or other similar audit or assessment that is made available to County upon County's request; or (2) any content already provided by Hyland through its completed SIG, CAIQ or similar questionnaire that is made available to County upon request. For each Security Inquiry, (1) Hyland and County must mutually agree upon the timing, scope, and criteria of such Security Inquiry, which, subject to the foregoing, may include the completion of questionnaires supplied by County; (2) confidential and restricted documentation, such as Hyland internal policies, practices, and procedures, including any documentation requested by County that cannot be removed from Hyland's premises as a result of physical limitations or policy restrictions will not be provided externally or removed from Hyland's premises and such reviews must be conducted onsite at Hyland's corporate headquarters in Ohio or through a secure screenshare which may be arranged by Hyland to prohibit any type of copying or screen shots; (3) County understands and agrees that Hyland will not permit access to internal systems or devices used to host or support Hyland's offerings; (4) to the extent County desires to engage a third party to perform such Security Inquiry, Hyland must approve of such third party in writing in advance, County shall cause such third party to enter into a Non-Disclosure Agreement with Hyland and agree to abide by Hyland's security standards, and County shall manage the engagement with the third party, ensuring the third party understands the scope of the Security Inquiry as mutually agreed upon between Hyland and County and how County utilizes the Hyland Cloud Service; and (5) County shall pay Hyland fees (at Hyland's standard rates) for the Professional Services (including any out-of-pocket costs and expenses) that are required or requested of Hyland in connection with such Security Inquiry. Where necessary, Hyland will provide private and reasonable accommodation at Hyland's corporate headquarters in Ohio for data analysis and meetings. Upon reasonable advance written request, Hyland and County may mutually agree to make necessary employees or contractors available for interviews in person or on the phone during such Security Inquiry at County's cost and expense. County is prohibited, and County shall prohibit each third party Security Inquiry from distributing or publishing the results of such Security Inquiry to any third party without Hyland's prior written approval. Notwithstanding anything to the contrary within this Agreement, nothing in this Agreement (including this section) will require Hyland or any of its affiliates to disclose information that is subject to attorney-client privilege.

## PROFESSIONAL SERVICES SCHEDULE

As of the Effective Date, this Schedule is part of the Hyland Master Agreement entered into between County and Hyland.

### **DEFINED TERMS:**

All capitalized terms used in this Schedule shall have the meaning ascribed them in this Schedule or, if not defined in this Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this Schedule or the General Terms Schedule, they shall have the meaning ascribed to them elsewhere in this Agreement.

“Professional Services” means any professional services provided by Hyland under a Services Proposal (as defined in this Schedule), including but not limited to those services listed at <https://www.hyland.com/services>. Examples of the services include: (a) installation of the Software; (b) 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; (c) project management; (d) development projects in connection with the integration of Software with other applications utilizing any Software application programming interface (API).

“Services Proposal” means either: (a) a written proposal issued under a Schedule, and which sets forth the Professional Services Hyland will provide to County and which is signed by County and Hyland; or (b) a purchase order submitted by County and accepted by Hyland for Professional Services.

“Specifications” means the definitive, final functional specifications for Work Products, if any, produced by Hyland under a Services Proposal. Specifications shall be considered Documentation, where used in the Agreement, in the case of Work Products.

“Working Hour” means the services of one (1) person for a period of one (1) hour (or any part thereof) during regular business hours.

“Work Products” means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, or items created using the configuration tools of the Software, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of services under this Agreement. If applicable, Work Products shall include any pre-configured templates or VBScripts which have been or may be created or otherwise provided by Hyland to County as part of the configuration of the advance capture module of the Software.

**1. SERVICES PROPOSAL.** During the term of this Schedule, County may request Professional Services from Hyland. Hyland and County will discuss the parameters of the request and Hyland will inform the County as to whether the Professional Services shall be performed pursuant to a Services Proposal.

**2. FULFILLMENT.** Hyland will provide the Professional Services described in any mutually agreed upon Services Proposal at a time and on a schedule that is mutually agreed upon by the parties. If any delays in such Professional Services occur solely as a result of any incorrect information, incorrect assumption or failure of County to perform or fulfill its obligations in connection with any Services Proposal, the performance schedule for the applicable project may be extended. Hyland shall have no liability or responsibility for any costs or expenses resulting from such delays. In the event that performance of any milestone set forth in any Services Proposal is not met due to a delay solely caused by Hyland, and provided that such cause is not an event of force majeure as described in the General Terms, Hyland agrees, at no additional charge to County, 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. The parties agree that any Professional Services or Work Products described in this Schedule that have been performed or developed, in whole or in part, prior to the execution of this Agreement by the parties nevertheless shall be covered by all terms and conditions of this Schedule.

**3. CHANGES TO SERVICES PROPOSAL.** Hyland or County may, at any time, reasonably request a change to any Service Proposal. Any requested change that the parties mutually accept (a “Change”) will be set forth in a written change order prepared by Hyland and agreed to and signed by both parties that specifically references the relevant Service Proposal. 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 Services Proposal, either party may terminate such Service Proposal upon not less than thirty (30) days advance written notice to the other party.

### **4. COUNTY’S OBLIGATIONS.**

**4.1 Assistance and Obligations.** County agrees that it will cooperate with and assist Hyland in the performance of Professional Services under any Services Proposal; will provide the resources specified in the relevant Services Proposal; and will perform or fulfill all obligations required to be performed or fulfilled by County under the terms of the relevant Services Proposal.

County acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section and the relevant Services Proposal, Hyland's ability to provide such Professional Services, meet the performance schedule set forth in such Services Proposal and keep services fees reasonably in line with any estimates given in the Services Proposal may be adversely affected. During any period in which Hyland is performing services hereunder, County shall provide to the Hyland project team independent local (onsite) and remote (offsite) access through the use of secure connections such as a network connection, VPN connection or other similar methods and dedicated user accounts with appropriate privileges to the applicable Software, hardware or virtual machines allocated to the applicable software system. Remote and local access will be granted for all provisioned environments, including production.

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

4.3 **Protection of County's Systems.** EXCEPT AS IT RELATES TO A HYLAND CLOUD SERVICE, COUNTY 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.

4.4 **Safe Work Environment.** County will be responsible for and shall ensure that while Hyland employees, agents or subcontractors are on County's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

5. **SERVICES FEES.** Except as otherwise provided in any applicable Services Proposal: (a) Hyland will charge services fees to County for Professional Services at Hyland's then-current standard list price for the applicable Professional Services; and (b) Hyland shall invoice County for Professional Services fees monthly, in arrears, based on the number of Working Hours required to complete the project and the applicable hourly fees; and County shall pay in full each such invoice in accordance with the terms of the General Terms. Any estimates of fees or Working Hours required to complete the project are approximations of the anticipated amount of fees and time needed to complete the project. The actual number of Working Hours may vary.

6. **TRAVEL AND EXPENSES.** County shall pay for Hyland's travel and expenses in accordance with §9.23 in the General Terms Schedule.

## 7. LIMITED WARRANTY FOR SERVICES.

7.1 **Limited Warranty.** For a period of sixty (60) days from the date of completion of Professional Services, Hyland warrants to County that such services have been performed in a good and workmanlike manner and substantially according to industry standards. This warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by County or a third party or failure of County to perform and fulfill its obligations under this Agreement.

7.2 **Remedy.** Hyland's sole obligation, and County's sole and exclusive remedy for any non-conformities to the express limited warranties under Section 7.1 above shall be as follows: provided that, within the applicable 60-day period, County notifies Hyland in writing of the non-conformity, Hyland will use reasonable efforts to re-perform the non-conforming services in an attempt to correct the non-conformity(ies). If Hyland is unable to correct such non-conformity(ies) after a reasonable period of time, County's sole and exclusive remedy shall be to terminate the Services Proposal under which the non-conforming Services have been performed, in which event Hyland will refund to County any portion of the services fees under such Services Proposal relating directly to such non-conforming Professional Services paid prior to the time of such termination.

## 8. WORK PRODUCTS.

8.1 **Work Products License.** Hyland grants to County a limited, non-exclusive and non-assignable license to use the Work Products only in connection with County's authorized use of the Software, Hyland Cloud Service, or Add-On Services, or other Hyland product or service (collectively "Hyland Core Product") with which such Work Product was delivered by Hyland for use by County. County may not: (a) make or authorize the making of copies of any Work Products; (b) remove any Hyland notices in the Work Products; (c) sell, transfer, rent, lease, time share or sublicense the Work Products to any third party; or (d) disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any Work Product for any reason. County further agrees that, in connection with any use of the Work Products by County, the Work Products shall not be copied and installed on additional servers unless County has purchased a license therefore. All restrictions on use of the Hyland Core Product, including without limitation export restrictions and U.S. Government End User provisions, shall apply to the Work Products. If the license to the Hyland Core Product with which such Work Product was delivered by Hyland for use by County terminates, County's right to use the applicable Work Product shall also terminate. All post-termination rights and obligations with respect to the applicable Core Hyland Product shall also apply to the Work Product.

## 8.2 Modification of Work Products.

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

8.2.2 Configuration Work Products. If Hyland delivers a Work Product: (a) in the form of (1) source code which is compiled by tools in the Software to machine language form; or (ii) a script; or (b) created using the configuration tools in the Software (a "Configuration Work Product"), then Hyland grants to County the limited right to modify the Configuration Work Product, provided such modified Configuration Work Product is used only in compliance with the terms of the limited license to such Work Product granted under this Section.

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

## 8.3 Work Products Warranty

8.3.1 Limited Warranty. For a period of sixty (60) days from and including the date that Hyland has delivered a completed Work Product to County, Hyland warrants to County that such Work Product, when properly installed and properly used, will function in all material respects as described in the Specifications. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Work Product that has been (a) modified or added to by County or a third party, (b) used in combination with equipment or software other than that which is consistent with the Specification, or (c) misused or abused.

8.3.2 Remedy. Hyland's sole obligation, and County's sole and exclusive remedy, for any non-conformities to the express limited warranty under Section 8.3.1 shall be as follows: provided that, within the applicable 60-day period, County notifies Hyland in writing of the non-conformity, Hyland will either (a) repair or replace the non-conforming Work Product, which may include the delivery of a reasonable workaround for the non-conformity; or (b) if Hyland determines that repair or replacement of the Work Product is not commercially practicable, then terminate this Schedule with respect to the non-conforming Work Product, in which event, upon compliance by County with its obligations upon termination, Hyland will refund any portion of the services fees paid prior to the time of such termination with respect to the creation and implementation of such Work Product.

8.4 Work Products Infringement Indemnification. Hyland agrees to indemnify County against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against County based upon any infringement or misappropriation by the Work Products of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (a) is notified immediately after County receives notice of such claim; (b) is solely in charge of the defense of and any settlement negotiations with respect to such claim, provided that Hyland will not settle any such claim without the prior written consent of County if such settlement contains a stipulation to or admission or acknowledgement of any liability or wrongdoing on the part of County or otherwise requires payment by County; (c) receives County's reasonable cooperation in the defense or settlement of such claim; and (d) has the right, upon either the occurrence of or the likelihood (in the opinion of Hyland) of the occurrence of a finding of infringement or misappropriation, either to procure for County the right to continue use of the Work Products, or to replace the relevant portions of the Work Products with other equivalent, non-infringing portions.

8.4.1 Removal and Refund. If Hyland is unable to accomplish either of the options set forth in Section 8.4(d), Hyland shall remove the infringing portion of the Work Products and refund to County the full services fees paid, if any, by County for the creation and implementation of the infringing Work Products.

8.4.2 Exclusions. Notwithstanding anything to the contrary, Hyland shall have no obligation to County to defend or satisfy any claims made against County and otherwise described in Section 8.4 that arise from: (a) any County Data; (b) use of the Work Products by County other than as expressly permitted by this Schedule; (c) the combination of the Work Products with any product not furnished by Hyland to County; (d) the modification or addition to of the Work Products other than by Hyland or any of its authorized solution providers specifically retained by Hyland to provide such modification or addition; or (e) the County's business methods or processes.



8.4.3 THIS SECTION 8.4 STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF COUNTY WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE WORK PRODUCTS.

**9. TERMINATION.**

9.1 Generally. In addition to the termination provisions set forth in Section 1.2 of the General Terms Schedule, County or Hyland may terminate this Schedule, including any Services Proposal, for any reason, upon written notice to such effect.

9.2 Terminating a Services Proposal. In addition to the terms provided in Section 1.3 of the General Terms Schedule, in the event of any termination of a Services Proposal, County agrees to compensate Hyland for all Professional Services already performed prior to, and including, the date of termination, except to the extent that Hyland has breached its obligations to perform such Professional Services and such breach is the cause of such termination.

9.3 Effects of Termination. Upon any termination of this Schedule in its entirety (other than by Hyland due to County's breach), County's license to use the Work Products provided in this Schedule shall survive according to its terms.

## HEALTHCARE SCHEDULE

As of the Effective Date, this Healthcare Schedule is part of the Hyland Software Master Agreement entered into between County and Hyland.

### **DEFINED TERMS**

All capitalized terms used in this Schedule shall have the meaning ascribed them in this Schedule or, if not defined in this Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this Schedule or the General Terms Schedule, they shall have the meaning ascribed to them elsewhere in this Agreement.

“Ambulatory Surgery Centers” means a facility that performs outpatient surgery and/or procedures (i) to which County grants access to County’s EMR system; and (ii) for which County has paid to Hyland the requisite fees as described in the Healthcare County Schedule.

“Community Connect Physician Practice” means a physician practice (i) to which County grants access to County’s EMR system; and (ii) for which County has paid to Hyland the requisite fees as described in this Healthcare County Schedule.

“Community Connect User(s)” means: Community Connect Hospital(s); Community Connect Physician Practice(s); and Ambulatory Surgery Centers.

“Community Connect Hospital” means a hospital (i) which has less than two hundred and fifty (250) licensed beds (as most recently reported by County for such hospital), (ii) to which County grants access to County’s EMR system; and (iii) for which County has paid to Hyland the requisite fees as described in this Healthcare County Schedule.

“Non-DICOM Object” means a collection of one of or more images or documents which are not identified by a study instance unique identifier (SUID) and are stored as a single file.

“Study” or “Studies” means a collection of one of or more images generated for a single patient which is identified by a study instance unique identifier (SUID).

### **1. COMMUNITY CONNECT USERS.**

1.1 Use by Community Connect User. In addition to the license granted to the Software and Work Products (if applicable) in a Software License and Maintenance Schedule – Subscription or the grant of access to the Hyland Cloud Service in the SaaS Schedule, as the case may be, and Professional Services Schedule (if applicable), such Software and Work Products or such Hyland Cloud Service, as applicable, may also be used by a Community Connect User solely to manage its own medical records function through Epic.

1.2 Community Connect Hospitals. For each Community Connect Hospital to which County wishes to grant access to the Software or to the Hyland Cloud Service, as the case may be, as a Community Connect User, County shall pay Subscription Fees or SaaS Fees, as applicable, in an amount determined by multiplying the number of licensed beds for such Community Connect Hospital (at the time of such payment) by Hyland’s then-current Community Connect Hospital Subscription Fee or SaaS Fee, as applicable.

1.3 Community Connect Physician Practices. For each Community Connect Physician Practice to which County wishes to grant access to the Software or to the Hyland Cloud Service, as the case may be, as a Community Connect User, County shall pay additional Subscription Fees or SaaS Fees, as applicable, in an amount determined by multiplying the number of physicians in such practice (at the time of such payment) by Hyland’s then-current Community Connect Physician Practice Subscription Fee or SaaS Fee, as applicable.

1.4 Ambulatory Surgery Centers. For each Ambulatory Surgery Center to which County wishes to grant access to the Software or to the Hyland Cloud Service, as the case may be, as a Community Connect User, County shall pay additional Subscription Fees or SaaS Fees, as applicable, in an amount determined by multiplying the number of operating/procedure rooms for such Ambulatory Surgery Center (at the time of such payment) by Hyland’s then-current Ambulatory Surgery Center Subscription Fee or SaaS Fee, as applicable.

1.5 Community Connect Users Reports; Additional Fees. From time to time, but no less than annually, County shall report to Hyland, as applicable, (i) the number of licensed beds for each Community Connect Hospital, (ii) the number of physicians in each Community Connect Physician Practice, and (iii) the number of operating/procedure rooms for each Ambulatory Surgery Center that is a Community Connect User hereunder. If the number of licensed beds, physicians or operating/procedure rooms, as applicable, increases based upon the reports contemplated herein, County shall pay additional Subscription Fees or SaaS Fees, as

applicable, to Hyland in an amount equal to the number of such additional licensed beds, physicians or operating/procedure rooms, multiplied by Hyland's then-current Subscription Fee or SaaS Fee, as applicable, for the applicable Community Connect Users.

1.6 **Indemnification.** County understands and agrees that Community Connect Users may use the Software or the Hyland Cloud Service, as applicable, only in compliance with the terms of the Agreement, and that County shall indemnify Hyland from and against all claims, liabilities, losses, damages and costs, including, but not limited to, reasonable attorneys' fees and court costs, which are suffered or incurred by Hyland and arise from or in connection with the breach or noncompliance with the terms of the Agreement by any Community Connect User.

## 2. **ACUO AND NILREAD.**

2.1 **Acuo and Nilread Pricing.** If County licenses Acuo or Nilread, County acknowledges that the pricing for such Software is based upon the number of Studies and Non-DICOM Objects that are generated annually by County using such Software, and such pricing will be adjusted based on County's usage. For clarification, the number of Studies and Non-DICOM does not include any pre-existing Studies that are migrated into the Software.

2.2 **Acuo and Nilread Reporting.** Commencing on the first anniversary of the Effective Date and each anniversary thereafter, County shall promptly either (1) provide to Hyland reasonable access to the Software to enable Hyland to report to County in writing the number of Studies and Non-DICOM Objects generated by County during the reporting period identified by Hyland (the "Hyland Reported Number") or (2) provide written attestation to the number of Studies and Non-DICOM Objects generated by County during the reporting period identified by Hyland (the "County Reported Number") (the Hyland Reported Number and County Reported Number shall collectively be referred to as the "Reported Number"). The parties shall have the right to review and object in writing to such Reported Number. If either party objects to the Reported Number, the parties shall cooperate in good faith to attempt to resolve the dispute substantially in the manner described in the 'Resolution of Invoice Disputes' provision in the General Terms Schedule. As used herein, the number of Studies and Non-DICOM Objects resulting from the process described above shall be final and binding upon Hyland and County.

3. **PAYMENT TERMS.** County shall pay to Hyland any fees described in this Schedule in such amounts as invoiced by Hyland and in accordance with the General Terms Schedule.

4. **TERM; TERMINATION.** This Schedule will be in effect for so long as the County's Software License and Maintenance Schedule – Subscription or SaaS Schedule, as the case may be, and will terminate upon any termination of such County's Software License and Maintenance Schedule – Subscription or SaaS Schedule.

## ENTERPRISE LICENSE SCHEDULE

As of the Effective Date, this Enterprise License Schedule is part of the Hyland Master Agreement entered into between County and Hyland.

All capitalized terms used in this Schedule shall have the meaning ascribed them in this Schedule or, if not defined in this Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this Schedule or the General Terms Schedule, they shall have the meaning ascribed to them elsewhere in this Agreement.

**1. ADDITIONAL SAAS FEES FOR THE ENTERPRISE LICENSE.** The parties agree that County's Worker Population (as defined below), as of the Effective Date is 2,327 (the "Initial Worker Population"). County agrees that subsequent determinations of the Worker Population will be made consistent with the method used to arrive at the Initial Worker Population. County agrees that if the Worker Population increases, additional SaaS Fees relating to the Software listed in the Purchase Table Schedule (collectively, the "Enterprise License") shall be due and payable, as described below. As used herein, Worker Population consists of budgeted full time equivalent employees per salary resolution.

1.1 County Determination. Commencing with October 1, 2024, and as of each October 1<sup>st</sup> thereafter during the term of this Agreement, County will report to Hyland in writing its Worker Population as of September 1<sup>st</sup> of that same calendar year (the "County Determination"). Hyland may object to such County Determination and, in connection with any such objection, County agrees to provide Hyland with access to County's records in order for Hyland to verify the accuracy of the County Determination.

1.2 Disputed Process for County Determination. If, following the review of County's records, Hyland still objects to the County Determination, the parties will meet within 10 days in a good faith effort to resolve the dispute. If, within twenty (20) days of Hyland's objection, the parties have not resolved the dispute, either party may submit such dispute to Deloitte & Touche, who shall act as an independent consultant ("Independent Consultant"). The Independent Consultant will determine the procedure to be followed to resolve the dispute. The parties will provide to the Independent Consultant such information, and access to such records as requested. The Independent Consultant will promptly report, in writing, to Hyland and County a calculation of the Worker Population in accordance with this Agreement. Such determination will be the Worker Population for that calendar year. Hyland and County will share equally all fees invoiced by Independent Consultant for services rendered.

1.3 Additional SaaS Fees. Upon each increase of the Worker Population that causes the Worker Population to cross an Enterprise License Tier (as defined below), the SaaS Fees will increase by ten percent (10%) of the then-current fees. For clarity, this increase is not in addition to the increase of SaaS Fees, as applicable, under the SaaS Schedule; the SaaS Fees will increase by the greater of the increase to such fees under the SaaS Schedule or this provision. "Enterprise License Tier" means: (i) in the case of the first Enterprise License Tier, the number which is 233 above the Initial Worker Population, and (ii) in the case of subsequent Enterprise License Tiers, each number that is greater than the previous Enterprise License Tier by 233. For example, since the Initial Worker Population is 2,327, the Enterprise License Tiers are: 2,560, 2,793, 3,026, etc. Hyland will invoice County for additional SaaS Fees determined on a prorated basis. County will pay invoices for additional SaaS Fees net thirty (30) days from receipt of the invoice.

1.4 Prohibition to Use Bots. County acknowledges and agrees that the Enterprise License has been priced with the assumption that user licenses to the Software will only be consumed by human beings; therefore access to the Software by bots or any other autonomous program that has the technical ability to interact with the Software (other than integrations through a Hyland API) is strictly prohibited.

**2. TERM; TERMINATION.** The Term; Termination provision from the applicable SaaS Schedule is restated as if rewritten herein.

**Intelligent Medical Records as a Service (IMRaaS) Schedule**

Hyland will provide to County Intelligent Medical Records (IMR) as a Service (IMRaaS) during an Initial Term as defined below. As used herein, "IMRaaS" shall mean the services described in the "Services Description" section and appendices 1 and 3 below, and are provided as follows:

- IMRaaS shall be limited to the existing Software solution(s) deployed on the following Hyland Software products: OnBase Workflow and Brainware;
- IMRaaS supports one (1) production and two (2) non-production environments. Hyland's involvement may range owning specific tasks to consultation only;
- All services will be performed remotely; provided, that if discovery services are purchased as an add-on service (see Appendix 2 for description), such services will be performed at County's site for up to three (3) days, with the remainder of the work being performed remotely;
- Services will be provided in English only;
- Services will be provided during Standard Business Hours defined as 8:00 a.m. to 6:00 p.m. County's local time zone Monday through Friday, in County's designated primary location; and
- Resources assigned to perform the Services may be employees or agents (including third party contractors) of Hyland Software, Inc. or its' subsidiaries located in other countries. Such resources may have access to County's data and County consents to such access and, to the extent applicable, waives any restrictions in the Master Agreement prohibiting the use of such resources or access to County's data as needed to perform the Services.

Add-On Services are described in **Appendix 2**. County may purchase Add-On Services by designating on the Order Form those Add-On services it requires.

## Services Description

“IMRaaS” means the Professional Services described in the table below. Descriptions of such services are provided in **Appendix 1** and **Appendix 3** below.

Services	IMRaaS
IMR Solution (Appendix 3)	Included
Service Desk	Designated
Service Delivery Manager	Designated
Monthly Activity Report	Included
Administration	Included
Configuration Management Database	Included
Solution Design Documentation	Included
Quarterly Sponsor Review	Included
Long-Term Release Management	Included
Incident	Review Response Resolution
Change	Review Response Resolution
Release	Review Response Resolution
Problem	Review Response Resolution

## Assumptions

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

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

## Exclusions

The following items are not covered under IMRaaS:

- Consultation, expertise and/or support of third party software or hardware;
- Services to support County end users (including, but not limited to, manual password resets, taking support calls from users, end user training), unless otherwise agreed to by Hyland.
- Replacement for general Technical Support or Cloud Product Engineering Support;
- Custom scripted elements and custom development, unless County has purchased the Custom Scripting Enhancement/Development Add-On;
- Direct database modifications; and
- Full project management and delivery utilizing Hyland’s formal project methodology in any form.

Requests for excluded items or Professional Services that do not constitute IMRaaS may be provided under a separate mutually agreed upon and executed services proposal or a change order executed by the parties pursuant to the Change Control Process.

### Initiating Service Requests and Change Requests

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

### Change Requests

1. Hyland will evaluate all Change Requests to determine the work effort associated with the request. Based upon the anticipated work involved, County may elect to have Hyland perform services to affect the Change, or consultation services only. County’s ability to receive consultation services related to a Change Request shall not be restricted; however, County will be limited to fifty (50) elective service engagements in response to Change Requests per twelve (12) month period, to be managed in the following manner:
  - A. County will receive an “account balance” of fifty (50) elective service engagements. All Change Requests for which active services are requested will be charged a minimum of one (1) active service engagement;
    - i. Elective service engagements will be deducted from County’s balance when the Response is provided by Hyland;
    - ii. Hyland reserves the right to charge multiple elective service engagements from the account balance for requests which encompass multiple component changes (and will advise County of the number of elective service engagements to be charged, if applicable);
    - iii. Provided County’s elective service engagement balance is sufficient (or County purchases additional Change Requests, if required), and subject to (iii) below, Hyland will perform the work required to address the Change Request. If County’s elective service engagement balance is insufficient, Hyland will perform only consultation services relating to the Change Request (subject to County’s election to purchase additional Change Requests);
    - iv. Notwithstanding the foregoing, Hyland reserves the right to require a separate Professional Services engagement for requested changes which are determined to require work which is not typically addressed by the managed services delivery team (such as Software conversions or implementations);
2. Unused elective service engagements will not be rolled over into any subsequent period or renewal term
3. In a single month, County may request active services relating to Change Requests that total no more than twenty-five (25) percent of the total annual elective service engagement allotment;
4. Elective service engagements are scheduled services subject to mutually agreed upon timelines;
5. Hyland will prioritize all elective service engagements received from the County and will determine the order of changes to be scheduled and completed;
6. Hyland will provide a monthly report of elective service engagement information that will include the following information:
  - i. Opening balance
  - ii. Credits
  - iii. Debits

iv. Remaining balance

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

### County Obligations

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

### County Personnel

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

### Software and Network Environment

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

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

### Change Control Process



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

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

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

#### **Term and Termination**

Subject to the termination provisions set forth in Section 1.2 of the General Terms Schedule, the initial term of this IMRaas Schedule will be the five (5) year period that commences on the Effective Date (the "Initial Term"); and such term may be renewed by mutual agreement of the parties in writing, otherwise, this IMRaas Schedule shall terminate at the end of the then current term..

Following expiration of the Initial Term (or applicable renewal term), Hyland may increase the fees for any renewal term up to five (5%) percent of the then-current IMRaas fees, and each subsequent Renewal Term thereafter. At such time, Hyland will provide an updated renewal invoice with the updated fees.

**Appendix 1 – IMRaaS Definitions**

<b>Services</b>	<b>Description</b>
<b>Service Desk</b>	<p>Responsible for coordinating the management of Service Requests and Change Requests created by the County. Such resources that Hyland, in its direction provides to County may be designated but not dedicated solely to the County and may change based on general resource availability.</p> <p>County will initiate any such Service Requests and Change Requests to Hyland via Hyland Community.</p>
<b>Service Delivery Manager</b>	<p>Primary Hyland resource responsible for overseeing the successful delivery of IMRaaS. Primary responsibilities include:</p> <ol style="list-style-type: none"> <li>1. Oversees coordination and management of day-to-day operational aspects of client's managed services environments;</li> <li>2. Leading the service delivery, managing conflict, and ensuring the team's processes and tasks are carried out efficiently;</li> <li>3. Escalate Service Requests and/or Change Requests as needed; and</li> <li>4. Prepare and facilitate Monthly Activity Report(s) and Quarterly Business Review(s), as applicable.</li> </ol>
<b>Monthly Activity Report</b>	<p>Means reporting services, which Hyland will provide, including:</p> <ol style="list-style-type: none"> <li>1. Summary of work and tasks completed, upcoming work, known issues or risks;</li> <li>2. Summary of outstanding Service Requests and/or Change Requests; and</li> <li>3. Other reporting details as requested, to provide clear communication paths and to summarize monthly activity.</li> </ol>
<b>Administration</b>	<p>Means services provided under the direction and supervision of the County, which may include:</p> <ol style="list-style-type: none"> <li>1. Performing recurring activities to ensure stability and availability of Software and solutions;</li> <li>2. Responding to business needs to create, modify or delete user accounts for existing security groups within the Software;</li> <li>3. Help maintain non-production environments for testing, training, and/or issue resolution;</li> <li>4. Respond to questions concerning product capabilities;</li> <li>5. Maintain a more detailed understanding of the County's environment solutions deployed within Software;</li> <li>6. Analyzing solution performance trends; and</li> <li>7. Executing solution optimization tasks.</li> </ol>
<b>Configuration Management Database Document</b>	<p>Document describing database used by Hyland to store information about hardware and software assets to ensure consistency in configuration management and shared knowledge of County's Software solution.</p>
<b>Solution Design Documentation</b>	<p>Documentation used in maintaining information pertaining to the design of the County's Software solution. Hyland is responsible for maintaining updated Solution Design Documentation based on changes made to County's solution.</p>
<b>Quarterly Sponsor Review</b>	<p>Every ninety (90) days Hyland will conduct a review with sponsors from each organization to maintain alignment around key metrics and assess customer experience.</p> <p>This ongoing and collaborative review is intended to allow concerns and feedback to be heard early and often, allowing time for any necessary corrective actions.</p>
<b>Long-Term Release (LTR) Management</b>	<p>A designation given to certain Enhancement Packs (EP), generally once per year, to identify the builds Hyland will support for the longest duration according to Hyland's Technical Support policies. EPs generally include enhancements, fixes and security updates provided to County multiple times per year. Within Managed Services, County has access to use IMRaaS for one (1) LTR Release annually for the number of products defined in the Purchase Table Schedule, using Hyland's recommended approach through IMRaaS.</p>
<b>Incident</b>	<p>Is defined as an unplanned interruption to Software or solution or reduction in the quality of the Software.</p>

	<p>For the purposes of IMRaaS, Incidents are defined as System Outages or a Service Request which:</p> <ol style="list-style-type: none"> <li>1. Affects a business line and causes serious interruption to business activities and must be resolved with urgency; and</li> <li>2. County and Hyland determines is critical.</li> </ol>
<b>Problem</b>	<p>Is defined as a cause, or potential cause, of one or more Issues. Hyland will perform a quarterly review of historical Issues to support the identification of underlying causes of issues through in-depth investigation. This focuses on root cause analysis and review of recurring Issues to improve outcomes and performance.</p>
<b>Change</b>	<p>Changes are any addition (installation), modification or removal of anything that has an effect on existing Software or solutions. Changes are:</p> <ol style="list-style-type: none"> <li>1. often the result of business requirements or changes in the County Software solution at the request of the County;</li> <li>2. not the result of Incidents and Problems;</li> <li>3. scheduled services that the County must request and schedule 72 hours in advance; and</li> <li>4. subject to review by Hyland if work effort for Change Resolution is greater than eight (8) hours.</li> </ol> <p>For any requested Changes, County is responsible to submit a Change Request via Hyland Community as an Issue.</p>
<b>Release</b>	<p>Management of incremental software, documentation, processes or other component upgrades required to move from one software component version to another. As part of any Release update process, the Service Desk will review the impact and urgency to the County against the existing Software solution. Component Software updates that are County requests for the purpose of obtaining additional features or functions are considered discretionary and are handled as a Change. Component software updates to remediate Service Requests are handled as part of Incident Resolution.</p>
<b>Review</b>	<p>An evaluation of an Incident, Problem, Change or Release created by County and sent to Hyland for review and comment. The purpose of a Review is to evaluate a component and propose a Response for potential resolution or closure.</p>
<b>Response</b>	<p>Hyland actively engages in identifying root cause and makes recommendation(s) for how to correct.</p>
<b>Resolution</b>	<p>Hyland receives/produces a response resolution plan and acts to implement said response. A Resolution is complete when functionality is materially restored, or a recommendation is made to the County to remediate a Service Request or Change Request. If a configuration change is required to resolve an issue or implement a Change, the Service Desk will follow the change management practices established with the County.</p>

**Appendix 2 - Description of Add-Ons**

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

<b>Add-Ons Available</b>
On-site Discovery
Custom Script Enhancement(s) and/or Development Blocks
Additional Change Request Blocks

**On-Site Discovery**

Up to three (3) Hyland Resources will travel to County's site to perform discovery/requirements analysis for up to three (3) days. Travel expenses are not included in this Schedule and will be charged separately if incurred by Hyland resources; per the Term set forth in the master agreement.

**Custom Script Enhancement(s)/Development Requests**

1. County will be entitled to a quantity of Custom Script Enhancement(s)/ Development Requests designated by Hyland for use during the Initial Term (with each quantity, as specified on the Purchase Table Schedule, being comprised of five requests), which will be managed in the following manner:
  - A. All Custom Script Enhancement(s)/Development Requests will be charged a minimum of one (1) change per request;
  - B. Unused Custom Script Enhancement(s)/Development Requests will not be rolled over into any subsequent period or renewal term;
  - C. Hyland will evaluate all Custom Script Enhancement(s)/Development Requests to determine work effort associated with the request;
    - i. Hyland reserves the right to charge multiple change requests from the account balance for requests which encompass multiple component changes;
    - ii. Hyland reserves the right to recommend a separate Professional Services engagement for requested changes which are determined to exceed the available balance of change requests for work which are not typically addressed by the managed services delivery team (such as Software conversions);
2. In a single month, County may submit Custom Script Enhancement(s)/Development Requests that total no more than twenty-five (25) percent of the total annual Custom Script Enhancement(s)/Development request allotment;
3. Custom Script Enhancement(s)/Development Requests are scheduled services with mutually agreed upon timelines;
4. Hyland will prioritize all Custom Script Enhancement(s)/Development Requests received from the County and will determine the order of changes to be scheduled and completed;
5. Hyland will provide a monthly report of Custom Script Enhancement(s)/Development Request information that will include the following information:
  - i. Opening balance
  - ii. Credits
  - iii. Debits
  - iv. Remaining balance
6. Hyland will make reasonable efforts to respond to Emergency Custom Script Enhancement(s)/Development Requests as priority requests, utilizing available resources on an as-needed basis, which may be different from normally designated resources;
7. County is responsible to provide sufficient business requirements and/or use cases in order for Hyland to perform Custom Script Enhancement(s)/Development Requests. Hyland reserves the right to close Custom Script Enhancement(s)/Development Requests if insufficient details are provided by the County or County is non-responsive to requests from Hyland for additional information or participation;
8. Hyland will train qualified, designated representatives from the County on newly deployed functionality. However, it is the responsibility for the County to train all end-users.

**Additional Change Requests**

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

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

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

### **Appendix 3 – Intelligent MedRecords (IMR)**

Hyland will provide Professional Services for the implementation of a medical records document classification and indexing solution. The professional services outlined in this agreement include Hyland's effort to capture and process clinical documents in County's Software environment using Brainware.

County understands this solution is not capable of classifying every document. End users will review and interact with documents to manually assign document type(s) if necessary. In addition, end users will verify classification as part of the Intelligent Medical Records solution.

#### **Content Capture**

Day-forward documents intended for classification will follow the following process:

1. Intelligent Medical Records requires Unity Client batch scanning;
2. For internal documents, it is recommended that patient label be placed on document;
3. For differentiation between internal and external document classification an identifier needs to be on internal documents and pages:
  - A. Example: Facility name;
  - B. All documents, both Internal and External will be routed for Document Type classification through Software's Internal Medical Records Classification solution:
    - I. The Classification Solution will evaluate the images to attempt to classify documents and assign a Document Type;
      - a. Additionally, the Classification Solution will attempt to populate patient MRN and CSN by extracting the following data elements and looking for match in OnBase patient table:
        - i. Patient First Name;
        - ii. Patient Last Name;
        - iii. Patient Date of Birth
    - II. Additional patient demographic information (i.e. Patient First Name, Patient Last Name, Patient Date Of Birth, Date of Service) will be indexed to classified documents leveraging Software Autofill Keyword Sets.
    - III. External Date of Service could also be attempted to be extracted from external records.

Hyland anticipates that individual documents will be scanned at the same aspect ratio and dimensions at a Hyland recommended minimum image resolution of three hundred (300) dpi. Documents sent via fax may not have the appropriate resolution to perform proper character recognition where Quality Assurance is required to ensure image quality and document separation. Brainware capabilities will extract the data and present the information to the County verification operator for validation.

Classification is based on the training of Document Types within Software executed by subject matter experts. Accuracy of Software is based on document quality and information on document(s). Documents must be clean and free of extraneous patterns, images or any other formatting that would interfere with reading document data.

#### **Content Management**

1. Documents will be classified and separated through a scan queue that supports Intelligent MedRecords and Capture Process Designer.

#### **Content Delivery**

1. Integrated single document retrieval from document hyperlinks within the appropriate context located in the patient record in Epic using the API integration between the Software and Epic; and
2. Document retrieval using native client(s) of the Software.

#### **Assumptions**

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

1. County will have an existing integrated Software environment;
2. County will have internal resources capable of training end users on scanning and indexing within Unity Client;
3. County is responsible for configuration of scanning hardware and driver installation;
4. Scanners must be of high quality and allow for processing of volume batches (not flatbed scanners);
5. County and Hyland shall mutually identify the document types requiring configuration. Such configuration shall consist

of:

- A. Document Type Classification; and/or
- B. Document Type Sub-Classification:
  - I. Document Type: Consent Form; and
  - II. Sub-Classification Descriptions: Procedure Consent, Blood Consents, etc.
    - a. Each sub-classification should be discussed with the project team based on project plan and timeline during the discovery process;
6. Data extraction requires that the fields be present on the page;
7. Documents processed through Software must be clean and free of staples, extraneous patterns, images, or any other formatting that would interfere with reading data;
8. External documents for which the Patient First Name, Patient Last Name, Patient Date of Birth and Date of Service (if necessary) were not extracted will be manually indexed to an MRN or CSN for keyword indexing unless County has prepped the batch with a batch cover sheet containing a patient barcode or has keyword barcodes present on documents;
9. County medical records subject matter experts are required throughout the project to actively participate in the validation of classification tests and results. Subject matter experts will have the knowledge to define document classification and/or sub-classification;
10. County shall provide at least one hundred (100) samples per document class;
  - A. Hyland shall review provided samples for validity.
11. Accuracy of the Software is based on document quality, information on said document(s):
  - A. The amount of manual intervention or validation is unknown until testing commences; however, Hyland will work with County to identify and work towards the highest percentage available based on timelines and budget; and
12. All document capture is day-forward. No capture of previously generated documents is included in this proposal.

### **Exclusions**

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

1. Training of end users on scanning and indexing within the Unity Client;
2. Order level keyword extraction;
3. Concatenation or manipulation of any captured document keywords;
4. Correspondence and other billing/PFS documents;
5. Epic Integrated Scan Documents;
6. External system validation of values;
7. Attachments are not included in data extraction;
8. Extraction of physician name or ID for InBasket routing;
9. Non-English language documents;
10. Addresses in a format other than the United States postal format;
11. Training to create or modify custom reports;
12. Data extraction from documents does not also provide end user text searching functionality. Text searching capability would be covered in a separate statement of work using Full Text Indexing Server or similar utility;
13. Updates to existing Software configuration outside the scope of this project; and
14. Any functionality or Professional Services not mentioned in the scope above.

### **Intelligent Medical Records Deployment Methodology**

#### **Requirements Analysis**

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

1. Requirements Capture: Hyland will collaborate with County's project team to discover and define the detailed requirements of the Software solution. Discussions focus on the requirements to meet County's business objectives, including any integration(s) that may be in scope for the project:
  - A. County project team may consist of subject matter experts from the business areas and technical experts from IT, interfaces and applications; and
  - B. Agenda will reflect a single collaborative session per project area. For example, where the same department is repeated across multiple entities, representatives of each entity should attend requirements gathering sessions.
2. Requirements Documentation: Hyland will create a mapping document to map County OnBase document types to Brainware document types;
3. Requirements Review: Hyland reviews the Requirement Document with County's project team to validate the Software solution requirements. Modifications to the document are made as necessary and a finalized Requirements Document is

- delivered to County's project team for final approval;
4. Changes to the Software solution and requirements that are not in scope as defined in this Services Proposal will be handled via Change Order; and
  5. Project Schedule: Hyland will update the Preliminary Project Schedule to reflect a more detailed schedule based upon the Requirements Documentation.

### **Solution Build**

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

1. Solution Design: Hyland will design the solution based on the agreed upon Requirements Document;
2. Solution Installation and Configuration: Hyland will install and configure the complete Software solution to fulfill the documented requirements captured in the Requirements Document. Implementation accounts for up to three (3) environments: Production (PROD), and two (2) Non-Production User Test ("UT") Lite environments, and
3. Impacts to the scope as captured in the Requirements Document or design may result in a Change Order.

### **Testing**

Included in the project scope is dedicated time for solution testing activities. Testing activities include:

1. Unit Testing: Hyland will validate that the solution conforms to the approved Requirements Document. Upon completion of unit testing and incorporation of any changes to the solution, Hyland will inform the County unit testing is complete; and
2. County Testing Support: Hyland will support the County's testing of the configured solution. County-created business test cases are used by County's resources to test the Solution. County should prepare for these activities by defining test plans and scripts early in the project process. Hyland will make any required changes to the Software configuration to fulfill any items that are prohibiting the Solution from functioning in accordance with the Requirements Document. Requested changes, which are not documented in the Requirements Document, may result in a Change Order.

### **Go-Live Support**

Included in the project scope is dedicated time for up to two (2) go-live activities: One (1) pilot group and one (1) enterprise go-live. Go-live activities include:

1. Hyland will provide support to County during initial production usage of the Solution to address issues and answer questions from the County;
2. Hyland project team remote go-live support:
  - A. Hyland estimates the project team to provide one (1) week of remote go-live support per go-live; and
  - B. Unless explicitly stated, go-live support is provided remotely, during normal business hours for consecutive days (Monday – Friday, 8am – 5pm, County local time).
3. The estimated go-live support is included in the Cost estimate amount and is not a separate charge. If requested, a Change Order to this Services Proposal may be issued following the Project Change Control Process to adjust go-live support duration and business hours; and
4. Hyland will maintain optimization support for all in scope document types and descriptions for up to three (3) weeks after the final go-live; and
5. Enterprise go-live must occur within ninety (90) days of pilot go-live.

**Managed Services Schedule****Managed Services; Add-On Managed Services**

Hyland will provide to County Managed Services during an "Initial Term" as defined in the Order Form. As used herein, "Managed Services" shall mean the services described under the heading in the service level offering table below (Operate, Enhance or Expand) that corresponds to the service level selected by County and set forth on the Order Form. Descriptions of the services included within each service level offering are provided in Appendix 1 and are provided as follows:

- The Managed Services shall be specific to County's existing Software solution(s);
- Managed Services will support the number of products and environments noted on the Order Form. Hyland's involvement may range from owning specific tasks to consultation only;
- All services will be performed remotely;
- Services will be provided in English only;
- Services will be provided during Standard Business Hours defined as 8:00 a.m. to 6:00 p.m. County's local time zone Monday through Friday, in County's designated primary location; and
- Resources assigned to perform the Services may be employees or agents (including third party contractors) of Hyland Software, Inc. or its' subsidiaries located in other countries. Such resources may have access to County's data and County consents to such access and, to the extent applicable, waives any restrictions in the Underlying Agreement (as defined in the Order Form, if applicable) prohibiting the use of such resources or access to County's data as needed to perform the Services.

Add-On Managed Services are described in **Appendix 2**. County may purchase Add-On Managed Services by designating on the Order Form those Add-On services it requires.



**Service Level Offerings**

Please reference the Order Form for a description of the service level offering selected for purchase.

<b>Services</b>	<b>Operate</b>	<b>Enhance</b>	<b>Expand</b>
Service Desk	General	Designated	Designated
Service Delivery Manager	Designated	Designated	Designated
Monthly Activity Report	Included	Included	Included
Administration	Included	Included	Included
Configuration Management Database Document	Included	Included	Included
Solution Design Documentation	Included	Included	Included
Quarterly Sponsor Review		Included	Included
Long-Term Release Management		Included	Included
Strategic Workshop		Included	Included
Expansion Management			Included
Incident	Review Response Resolution	Review Response Resolution	Review Response Resolution
Change	Review Response	Review Response Resolution	Review Response Resolution
Release	Review Response	Review Response Resolution	Review Response Resolution
Problem	Review	Review Response Resolution	Review Response Resolution

## Assumptions

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

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

## Exclusions

The following items are not covered under Managed Services:

1. Consultation, expertise and/or support of third party software or hardware;
2. Services to support County end users (including, but not limited to, manual password resets, taking support calls from users, end user training), unless otherwise agreed to by Hyland.
3. Replacement for general Technical Support or Cloud Product Engineering Support;
4. Custom scripted elements and custom development, unless County has purchased the Custom Scripting Enhancement/Development Add-On;
5. Direct database modifications; and
6. Full project management and delivery utilizing Hyland's formal project methodology in any form.

Requests for excluded items or Professional Services that do not constitute Managed Services may be provided under a separate mutually agreed upon and executed services proposal or a change order executed by the parties pursuant to the Change Control Process.

## Initiating Service Requests and Change Requests

1. County shall communicate Service Requests and/or Change Requests to the Service Desk by opening an "Issue" via the Hyland Community County Project Portal;
2. Unless explicitly identified, all Service Requests and Change Requests must be reported directly to the Service Desk and cannot be communicated through any indirect means. (see appendices);
3. County personnel who contact the Service Desk must be authorized by the Service Delivery Manager and qualified to interact on a technical basis at a level required to support the existing Hyland solution. The Service Desk will not respond to requests from non-authorized personnel.
4. Hyland will determine whether the request submitted constitutes a Service Request or a Change Request.
  - A. If the request is determined to be a Change Request, then:
    - i. If County has subscribed for the Operate service level, Hyland will provide general consulting in relation to business requirements or use cases, including suggested module usage to satisfy a business requirement or use case, training in module configuration to qualified individuals (such as a designated System Administrator) and suggested software configuration to satisfy a business requirement or use case; however, Hyland will not perform configuration tasks, testing or migration to production. General consultation relating to Change Requests will be limited to fifty (50) instances per twelve-month period.
    - ii. If County has subscribed for the Enhance or Expand service level, Hyland will provide the services described below under "Enhance/Expand Change Requests."
5. Resolution for Service Requests and Change Requests are as follows:
  - A. Service Request resolution activity will be performed by Hyland and County at a mutually agreed upon time upon Review and Response of the Service Request;
  - B. Any Change Request for off-hours maintenance windows, extended involvement such as blocks of time of eight (8) hours or more, or other activities requested to be performed by Hyland, are subject to Hyland review and must be requested and scheduled 72 hours in advance.

6. County must respond to the Hyland Service Desk in a timely manner for the purposes of resolving an open issue. If County fails to respond after two (2) attempts by Hyland to contact and coordinate with County, within a seventy-two (72) hour period, Hyland will close the case.

#### **Enhance / Expand Change Requests**

1. Hyland will evaluate all Change Requests to determine the work effort associated with the request. Based upon the anticipated work involved, County may elect to have Hyland perform services to affect the Change, or consultation services only. County's ability to receive consultation services related to a Change Request shall not be restricted; however, County will be limited to fifty (50) elective service engagements in response to Change Requests per twelve (12) month period, to be managed in the following manner:
  - A. County will receive an "account balance" of fifty (50) elective service engagements. All Change Requests for which active services are requested will be charged a minimum of one (1) active service engagement;
    - i. Elective service engagements will be deducted from County's balance when the Response is provided by Hyland;
    - ii. Hyland reserves the right to charge multiple elective service engagements from the account balance for requests which encompass multiple component changes (and will advise County of the number of elective service engagements to be charged, if applicable);
    - iii. Provided County's elective service engagement balance is sufficient (or County purchases additional Change Requests, if required), and subject to (iv) below, Hyland will perform the work required to address the Change Request. If County's elective service engagement balance is insufficient, Hyland will perform only consultation services relating to the Change Request (subject to County's election to purchase additional Change Requests);
    - iv. Notwithstanding the foregoing, Hyland reserves the right to require a separate Professional Services engagement for requested changes which are determined to require work which is not typically addressed by the managed services delivery team (such as Software conversions or implementations).
2. Unused elective service engagements will not be rolled over into any subsequent period or renewal term;
3. In a single month, County may request active services relating to Change Requests that total no more than twenty-five (25) percent of the total annual elective service engagement allotment;
4. Elective service engagements are scheduled services subject to mutually agreed upon timelines;
5. Hyland will prioritize all elective service engagements received from the County and will determine the order of changes to be scheduled and completed;
6. Hyland will provide a monthly report of elective service engagement information that will include the following information:
  - i. Opening balance
  - ii. Credits
  - iii. Debits
  - iv. Remaining balance
7. Hyland will make reasonable efforts to respond to emergency Change Requests as priority requests, utilizing available resources on an as-needed basis, which may be different from normally designated resources;
8. County is responsible to provide sufficient business requirements and/or use cases in order for Hyland to perform Change Requests. Hyland reserves the right to close Change Requests if insufficient details are provided by the County or County is non-responsive to requests from Hyland for additional information or participation; and
9. Hyland will train qualified, designated representatives from the County on newly deployed functionality. However, it is the responsibility for the County to train all end-users.

#### **County Obligations**

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

#### **County Personnel**

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

#### **Software and Network Environment**

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

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

#### **Change Control Process**

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

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

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

parties.

**Term and Termination**

Subject to the termination provisions set forth in Section 1.2 of the General Terms Schedule, the initial term of this Managed Services Schedule will be the five (5) year period that commences on the Effective Date (the “Initial Term”); and such term may be renewed by mutual agreement of the parties in writing, otherwise, this Managed Services Schedule shall terminate at the end of the then current term.

At least sixty (60) days prior to the expiration of the Initial Term (or applicable Renewal Term), Hyland will provide an invoice setting forth the fees applicable to the Renewal Term. Such invoice shall be due and payable on or before the first day of the Renewal Term.

Hyland may not increase the fees for any Renewal Term in an amount by more than ten (10%) percent of the fees payable with respect to the then expiring term.

**Appendix 1 – Managed Services Definitions**

<b>Services</b>	<b>Description</b>
<b>Service Desk</b>	<p>Responsible for coordinating the management of Service Requests and Change Requests created by the County. Such resources that Hyland, in its direction provides to County may be designated but not dedicated solely to the County and may change based on general resource availability.</p> <p>County will initiate any such Service Requests and Change Requests to Hyland via Hyland Community.</p>
<b>Service Delivery Manager</b>	<p>Primary Hyland resource responsible for overseeing the successful delivery of Managed Services. Primary responsibilities include:</p> <ol style="list-style-type: none"> <li>1. Oversees coordination and management of day-to-day operational aspects of client’s managed services environments;</li> <li>2. Leading the service delivery, managing conflict, and ensuring the team’s processes and tasks are carried out efficiently;</li> <li>3. Escalate Service Requests and/or Change Requests as needed; and</li> <li>4. Prepare and facilitate Monthly Activity Report(s) and Quarterly Business Review(s), as applicable.</li> </ol>
<b>Monthly Activity Report</b>	<p>Means reporting services, which Hyland will provide, including:</p> <ol style="list-style-type: none"> <li>1. Summary of work and tasks completed, upcoming work, known issues or risks;</li> <li>2. Summary of outstanding Service Requests and/or Change Requests; and</li> <li>3. Other reporting details as requested, to provide clear communication paths and to summarize monthly activity.</li> </ol>
<b>Administration</b>	<p>Means services provided under the direction and supervision of the County, which may include:</p> <ol style="list-style-type: none"> <li>1. Performing recurring activities to ensure stability and availability of Software and solutions;</li> <li>2. Responding to business needs to create, modify or delete user accounts for existing security groups within the Software;</li> <li>3. Help maintain non-production environments for testing, training, and/or issue resolution;</li> <li>4. Respond to questions concerning product capabilities;</li> <li>5. Maintain a more detailed understanding of the County’s environment solutions deployed within Software;</li> <li>6. Analyzing solution performance trends; and</li> <li>7. Executing solution optimization tasks.</li> </ol>
<b>Configuration Management Database Document</b>	<p>Document describing database used by Hyland to store information about hardware and software assets to ensure consistency in configuration management and shared knowledge of County’s Software solution.</p>

<b>Solution Design Documentation</b>	Documentation used in maintaining information pertaining to the design of the County's Software solution. Hyland is responsible for maintaining updated Solution Design Documentation based on changes made to County's solution.
<b>Quarterly Sponsor Review</b>	<p>Every ninety (90) days Hyland will conduct a review with sponsors from each organization to maintain alignment around key metrics and assess County experience.</p> <p>This ongoing and collaborative review is intended to allow concerns and feedback to be heard early and often, allowing time for any necessary corrective actions.</p>
<b>Long-Term Release (LTR) Management</b>	A designation given to certain Enhancement Packs (EP), generally once per year, to identify the builds Hyland will support for the longest duration according to Hyland's Technical Support policies. EPs generally include enhancements, fixes and security updates provided to Countys multiple times per year. Within Managed Services, County has access to use Managed Services for one (1) LTR Release annually for the number of products defined in the Order Form, using Hyland's recommended approach through Managed Services.
<b>Strategic Workshop</b>	Provides one (1) annual engagement designed to help County discover the top priorities and deliver a 12-month action plan to achieve quick wins that may drive changes to the Software solution.
<b>Expansion Management</b>	Provides County the ability to expand the existing Software solution beyond the scope of the existing business process, delivered by a Hyland resource(s). This includes the ability to implement one (1) expansion workstream. Such services shall consist of technical work only, using existing Software based configuration, and shall exclude any custom development or scripting. These services shall be governed by County's project management.
<b>Incident</b>	<p>Is defined as an unplanned interruption to Software or solution or reduction in the quality of the Software.</p> <p>For the purposes of Managed Services, Incidents are defined as System Outages or a Service Request which:</p> <ol style="list-style-type: none"> <li>1. Affects a business line and causes serious interruption to business activities and must be resolved with urgency; and</li> <li>2. County and Hyland determines is critical.</li> </ol>
<b>Problem</b>	Is defined as a cause, or potential cause, of one or more Issues. Hyland will perform a quarterly review of historical Issues to support the identification of underlying causes of issues through in-depth investigation. This focuses on root cause analysis and review of recurring Issues to improve outcomes and performance.
<b>Change</b>	<p>Changes are any addition (installation), modification or removal of anything that has an effect on existing Software or solutions. Changes are:</p> <ol style="list-style-type: none"> <li>1. often the result of business requirements or changes in the County Software solution at the request of the County;</li> <li>2. not the result of Incidents and Problems;</li> <li>3. scheduled services that the County must request and schedule 72 hours in advance; and</li> <li>4. subject to review by Hyland if work effort for Change Resolution is greater than eight (8) hours.</li> </ol> <p>For any requested Changes, County is responsible to submit a Change Request via Hyland Community as an Issue.</p>

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



**Appendix 2 - Description of Add-Ons**

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

<b>Add-Ons Available</b>
Custom Script Enhancement(s) and/or Development Blocks
Additional Change Request Blocks
24/7 Extended Coverage
Offshore Exclusion

**Custom Script Enhancement(s)/Development Requests**

1. County will be entitled to a quantity of Custom Script Enhancement(s)/ Development Requests designated by Hyland for use during the Initial Term (with each quantity, as specified on the Order Form, being comprised of five requests), which will be managed in the following manner:
  - A. All Custom Script Enhancement(s)/Development Requests will be charged a minimum of one (1) change per request;
  - B. Unused Custom Script Enhancement(s)/Development Requests will not be rolled over into any subsequent period or renewal term;
  - C. Hyland will evaluate all Custom Script Enhancement(s)/Development Requests to determine work effort associated with the request;
    - i. Hyland reserves the right to charge multiple change requests from the account balance for requests which encompass multiple component changes;
    - ii. Hyland reserves the right to recommend a separate Professional Services engagement for requested changes which are determined to exceed the available balance of change requests for work which are not typically addressed by the managed services delivery team (such as Software conversions);
2. In a single month, County may submit Custom Script Enhancement(s)/Development Requests that total no more than twenty-five (25%) percent of the total annual Custom Script Enhancement(s)/Development request allotment;
3. Custom Script Enhancement(s)/Development Requests are scheduled services with mutually agreed upon timelines;
4. Hyland will prioritize all Custom Script Enhancement(s)/Development Requests received from the County and will determine the order of changes to be scheduled and completed;
5. Hyland will provide a monthly report of Custom Script Enhancement(s)/Development Request information that will include the following information:
  - i. Opening balance
  - ii. Credits
  - iii. Debits
  - iv. Remaining balance

6. Hyland will make reasonable efforts to respond to Emergency Custom Script Enhancement(s)/Development Requests as priority requests, utilizing available resources on an as-needed basis, which may be different from normally designated resources;
7. County is responsible to provide sufficient business requirements and/or use cases in order for Hyland to perform Custom Script Enhancement(s)/Development Requests. Hyland reserves the right to close Custom Script Enhancement(s)/Development Requests if insufficient details are provided by the County or County is non-responsive to requests from Hyland for additional information or participation;
8. Hyland will train qualified, designated representatives from the County on newly deployed functionality. However, it is the responsibility for the County to train all end-users.

#### **Additional Change Requests**

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

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

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

#### **24/7 Extended Coverage**

Hyland will provide access to Managed Services resources in an extended coverage period of 24/7.

All standard rules, assumptions and exclusions apply to Managed Services provided in relation to the extended coverage period, as already outlined within this document.

#### **Offshore Exclusion**

Hyland will only use resources located in the region specified in the Order Form.

**Health Insurance Portability and Accountability Act (HIPAA)  
Business Associate Requirements Schedule**

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**DEFINITIONS**

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:
  1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
  2. Identity of the unauthorized person or to whom impermissible disclosure was made;
  3. Whether PHI was actually viewed or only the opportunity to do so existed;
  4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

**OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.

- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement of which it becomes aware.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to substantially similar restrictions and conditions (in all material respects and no less restrictive) that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in a reasonable time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that is not otherwise accessible for amendment by the County and that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in a reasonable time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the Secretary at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. The parties acknowledge and agree that this section constitutes notice by Business Associate to County of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents. "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewalls, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. To the extent required by Business Associate under applicable law or as otherwise mutually agreed by the parties, Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate, after consulting with County and upon mutual agreement of Business Associate and County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Schedule, the underlying contract as or required by law.

#### **PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE**

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

#### **OBLIGATIONS OF COUNTY**

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

#### **PERMISSIBLE REQUESTS BY COUNTY**

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

#### **DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible and Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### **MISCELLANEOUS**

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for each party to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County and Business Associate to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.