



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

September 16, 2014

Ms. Kathleen Lynch
Contract Administrator - Legal Department
Hyland Software, Inc.
28500 Clemens Road
Westlake, Ohio 44145

RE: Master Software License, Services and Support Agreement and Statement of Work (Blanket Services) with Hyland Software, Inc.

Dear Ms. Lynch:

Enclosed, for your files, are the **executed copies** of the *Master Software License, Services and Support Agreement* and the *Statement of Work (Blanket Services)*, approved during the August 19, 2014, Baldwin County Commission meeting, between the Baldwin County Commission and Hyland Software, Inc. This Agreement is related to Baldwin County's agenda management software SIRE and is due to Hyland Software, Inc. purchasing all of the assets of SIRE Technologies.

If you have any questions or need further assistance, please do not hesitate to contact Anu Gary, Records Manager, at (251) 580-2564.

Sincerely,

MONICA E. TAYLOR
Assistant Records Manager
Baldwin County Commission

MET/cfc BA5

cc: Anu Gary
Brian Peacock
Wanda Gautney
Ron Cink
David Brewer

ENCLOSURE(S)

MASTER SOFTWARE LICENSE, SERVICES AND SUPPORT AGREEMENT

This Master Software License, Services and Support Agreement ("Agreement") is made and entered into as of the Effective Date (as hereinafter defined) by and between Hyland Software, Inc., with its principal offices at 28500 Clemens Road, Westlake, Ohio 44145 ("Hyland"), and Baldwin County Commission, a political subdivision of the State of Alabama, with its principal offices at 312 Courthouse Square, St. 12, Bay Minette, Alabama 36507 ("Customer"). On August 29, 2012, Hyland purchased substantially all of the assets of SIRE Technologies ("SIRE") from AlphaCorp, Inc. ("AlphaCorp") pursuant to an Asset Purchase Agreement (the "Purchase Agreement"). The parties wish to enter into a new agreement between Customer and Hyland; therefore, this Agreement amends, restates and supersedes all previous agreements between Customer and SIRE or AlphaCorp, including, but not limited to the SIRE Software Product License Agreement dated on or about March 2, 2010 (the "Initial License Agreement").

PURCHASE TABLE

INITIAL SOFTWARE LICENSED:		SOFTWARE LICENSE FEES	
SIRE™			
Current SIRE™ Software (for which Customer previously licensed under the Initial License Agreement)			
SIRE Server Core	1		
SIRE Agenda Plus Concurrent Licenses	20		
SIRE Agenda Wrap-Up	1		
SIRE Minutes Plus	2		
SIRE Video Encoder Server	1		
SIRE Video Streaming	1		

ANNUAL MAINTENANCE AND SUPPORT FOR SOFTWARE LICENSED UNDER THE SIRE SOFTWARE PRODUCT LICENSE AGREEMENT (LISTED AS CURRENT SOFTWARE ABOVE) FOR JANUARY 1, 2014 THROUGH DECEMBER 31, 2014:	ANNUAL MAINTENANCE FEES
	MAINTENANCE TOTAL: \$6,997.00

ANNUAL VIDEO STREAMING UNDER THE SIRE SOFTWARE PRODUCT LICENSE AGREEMENT (LISTED ABOVE) FOR JANUARY 1, 2014 THROUGH DECEMBER 31, 2014:	ANNUAL VIDEO STREAMING FEES
	MAINTENANCE TOTAL: \$6,360.00

This Agreement consists of this document and the General Terms and Conditions attached to this document as Attachment A and Attachment B. All Software, Work Products, Maintenance and Support, and Professional Services which may be licensed or purchased by Customer from Hyland from time to time shall be governed by this Agreement (including any SOWs that may be entered into under this Agreement). The parties acknowledge and agree that this Agreement takes precedence over any conflicting terms contained in a SOW (or, if applicable, purchase order), except the extent that this Agreement specifically permits one of its terms to be varied in a SOW and such term is varied in a SOW. Customer specifically represents and warrants to Hyland that Customer has read and understands all of the General Terms and Conditions prior to entering into this Agreement.

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

BALDWIN COUNTY COMMISSION
"CUSTOMER"

By: *Charles F. Bruzen*

CHARLES F. BRUZEN
Print Name

CHAIRMAN

Title

SEPTEMBER 9, 2014
Date

HYLAND SOFTWARE, INC.
"HYLAND"

By: *Noreen B. Kilbane*

Noreen B. Kilbane
Print Name

V.P.

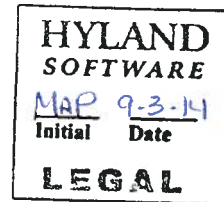
Title

9/4/14
Date

Tax Information:

☐ (1) Exempt (Provide Tax Exemption Form)

☐ (2) Non-Exempt.



ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. DEFINED TERMS.

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

- (a) **Beta Software.** “Beta Software” means, either:
 - (1) a complete new version of the Software which is a pre-release version only, is still undergoing development and testing at Hyland and is not a Hyland commercially released product; or
 - (2) a potential new Software module which is included in a commercially-released version of the Software, but which is not available for commercial licensing by Customer or Hyland’s other customers generally and is still undergoing development and testing at Hyland.
- (b) **Delivery.** “Delivery” (including “Deliver” or “Delivered”) means:
 - (1) in the case of Software: (A) in the case of any Software module included in the initial Software referenced in the Purchase Table, by the electronic downloading of such Software onto Customer’s systems, or such Software being made available by Hyland to Customer for electronic download onto Customer’s systems from a location identified by Hyland to Customer; or (B) in the case of any later licensed Software module, by the Delivery (in accordance with subparagraph (2) below) by Hyland to Customer of a Production Certificate which includes such Software module; and
 - (2) in the case of a Production Certificate, by Hyland either shipping (physically or electronically) the Production Certificate to Customer or making the Production Certificate available for electronic download by Customer from a location identified by Hyland to Customer.
- (c) **Documentation.** “Documentation” means: (1) in the case of the Software, the “Help Files” included in the Software which relate to the functional, operational or performance characteristics of the Software; or (2) in the case of any Work Product, the Specifications (if any) for the Work Product.
- (d) **Effective Date.** “Effective Date” means the date this Agreement is signed by the last party that signs, as determined based upon the dates set forth after their respective signatures.
- (e) **Error.** “Error” means any defect or condition inherent in the Software which is reported by Customer in accordance with this Agreement and which is confirmed by Hyland, that causes the Software to fail to function in all material respects as described in the Documentation.
- (f) **Error Correction Services.** “Error Correction Services” means Hyland’s services described in Section 5.2(b).
- (g) **Initial Maintenance Period.** “Initial Maintenance Period” is defined in Section 2.2(a).
- (h) **Innovations.** “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 SOW).
- (i) **Maintenance and Support.** “Maintenance and Support” means for Supported Software, (i) Error Correction Services; (ii) Technical Support Services; and (iii) the availability of Upgrades and Enhancements in accordance with Section 5.2(d).
- (j) **Production Certificate.** “Production Certificate” means license codes or a license certificate issued by Hyland and necessary for Customer to activate Software for Customer’s production use.
- (k) **Professional Services.** “Professional Services” means any or all of the following professional services provided by Hyland under a SOW: (1) installation of the Software; (2) consulting, implementation and integration projects related to the Software, including but not limited to the customized configuration of Software integration modules or business process automation modules; (3) project management; and (4) development projects in connection with the integration of Software with other applications utilizing any Software application programming interface (API).

(l) Software. "Software" means: (1) the software modules listed in the Purchase Table, and such other of such software modules with respect to which Customer submits a written purchase order to Hyland that Hyland accepts and fulfills, including, in each case, third party software bundled by Hyland as part of a unified product; and (2) all Upgrades and Enhancements of the software modules described in clause (1) which Customer properly obtains pursuant to the terms of Section 5.2(d) of these General Terms and Conditions.

(m) SOW. "SOW" means a statement of work developed in accordance with Section 4 of these General Terms and Conditions, which sets forth specific Professional Services Hyland will provide to Customer and which is signed by both parties.

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

(o) Supported Software; Retired Software. At any particular time during a maintenance period covered by Section 5 of these General Terms and Conditions: (1) "Supported Software" means the current released version of the Software licensed by Customer from Hyland and any other version of such Software that is not Retired Software; or (2) "Retired Software" means any version of the Software licensed by Customer from Hyland under this Agreement which is identified as being retired on Hyland's applicable secure end user web site (as described on Attachment B). Hyland will specify on its end user web site Software versions which become Retired Software. The effective date of such change will be twelve (12) months from the date Hyland initially posts the status change on its end user web site.

(p) Technical Support Services. "Technical Support Services" means Hyland's services described in Section 5.2(a).

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

(r) Video Streaming Services. "Video Streaming Services" means Hyland's services, to the extent applicable, described in Section 5.8.

(s) Work Products. "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, 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.

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

2.1 SOFTWARE LICENSE FEES; PAYMENT TERMS.

(a) Initial Software Licensed. With respect to the Software modules listed under the heading "Current Software" in the Purchase Table, Customer has previously licensed such Software under the Initial License Agreement, and paid the applicable Software license fees for the same, therefore, no additional Software license fees are due on or after the Effective Date.

(b) Follow-on Purchases of Licenses of Software. Software license fees for follow-on purchases of licenses of Software shall be determined at Hyland's retail list prices in effect at the time Customer submits its applicable purchase orders, or at such other prices as the parties may mutually agree upon. Hyland shall invoice Customer for such Software license fees on or after Hyland's acceptance of Customer's applicable purchase orders. Customer shall pay such invoices in full in accordance with Section 2.8 below.

2.2 ANNUAL MAINTENANCE FEES; PAYMENT TERMS.

(a) Initial Maintenance Period. The first maintenance period relating to the initial Supported Software listed in the Purchase Table under the heading "Current Software" shall be the twelve (12) month period that begins on January 1, 2014 through December 31, 2014, for which Customer has previously been invoiced. Customer shall pay such invoice on or before the Effective Date (the "Initial Maintenance Period").

(b) First Maintenance Period for Add-on Software. The first maintenance period related to Supported Software modules for which Customer purchases licenses under this Agreement after the Effective Date shall begin upon Delivery of such additional Software. Annual maintenance fees for the first maintenance period applicable to such Software shall be determined at Hyland's retail list prices in effect at the time Customer submits its applicable purchase orders, or at such other prices as the parties may mutually agree upon. Hyland shall invoice Customer for the annual maintenance fees for the first maintenance period applicable to such Software promptly upon Hyland's acceptance of Customer's purchase order for the purchase of Maintenance and Support for such Software. Customer shall pay such invoices in full in accordance with Section 2.8 below.

(c) Subsequent Maintenance Periods. Customer shall pay annual maintenance fees in such amounts as are invoiced for all renewal maintenance periods after the first maintenance period applicable to a particular Supported Software module. Hyland shall invoice Customer for the annual maintenance fees for each renewal maintenance period at least forty-five (45) days prior to the end of the then-current maintenance period. Customer shall pay each such invoice in full on or prior to the first day of the renewal maintenance period to which such invoice relates.

2.3 PROFESSIONAL SERVICES FEES. All pricing for professional services fees and all invoicing and payment terms related thereto shall be set forth in the applicable SOW. In connection with any professional services engagement in which the Hyland resource(s) is required to travel outside of the metropolitan area (or, if not applicable, the city or town) in which such Hyland resource(s) regularly works when not at a third party location, all determinations of professional services fees shall include travel time; provided that time spent commuting from a local place of residence (including a hotel) to a work location in the same locale will not be included in travel time. Except as otherwise provided in any applicable SOW, Hyland shall invoice Customer for professional service fees on a monthly basis, in arrears; and Customer shall pay in full each such invoice in accordance with Section 2.8 below.

2.3A VIDEO STREAMING SERVICES FEES. To the extent applicable, Customer shall pay annual video streaming fees in such amounts as are invoiced by Hyland for the Video Streaming Services. Such fees shall be invoiced by Hyland at the same time that any annual maintenance fees which are due and payable pursuant to Section 2.2 are invoiced and should Customer wish to continue such services, Customer shall pay such invoice in accordance with the terms of such Section.

2.4 TRAVEL AND EXPENSES. Customer shall be responsible to pay or reimburse Hyland for all customary and reasonable out-of-pocket travel, meals and lodging costs and expenses incurred by Hyland in connection with the performance of services under this Agreement and reimbursable in accordance with Hyland's applicable internal policy for the reimbursement of costs and expenses to its employees ("Hyland Expense Policy"). Except as otherwise provided in any applicable SOW, Hyland shall invoice Customer for all reimbursable costs and expenses on a monthly basis, in arrears; and Customer shall pay in full each such invoice in accordance with Section 2.8 below.

2.5 TRAINING. Hyland is permitted to treat this Agreement as Customer's written purchase order for the initial training, if any, listed in the Purchase Table, and Hyland's execution of this Agreement shall constitute Hyland's acceptance of such purchase order. On or after the Effective Date, Hyland shall invoice Customer for the training fees specified in the Purchase Table for such initial training, and such invoice shall be due and payable in full in accordance with Section 2.8 below. Customer acknowledges and agrees that training listed in the Purchase Table must be completed within twenty-four (24) months following the Effective Date. After such time Customer shall be required to repurchase the training at Hyland's then-current rates. Fees for other training which is not included in the training listed in the Purchase Table (e.g., additional training or expansion of the training listed in the Purchase Table to include additional personnel) shall be determined at Hyland's retail list prices in effect at the time Customer registers for such training.

2.6 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 Customer (other than taxes on Hyland's income). In the event Customer is required by law to withhold taxes, Customer 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 Customer, Customer agrees to reimburse Hyland within thirty (30) days after Hyland notifies Customer in writing of such remittance. Customer 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 Customer, where such certificates are applicable.

2.7 INVOICING. All invoices shall be sent electronically by Hyland to Customer to the attention of "Accounts Payable," or to such other person or department as Customer may specify from time to time by written notice to Hyland. In the event any invoice contains an under billing error which is discovered by Hyland, Hyland may issue a new invoice to correct the error.

2.8 GENERAL PAYMENT TERMS. So long as Customer is not in default of any payment obligations under this Agreement (including any SOW), except as otherwise provided in this Agreement, Customer shall pay in full each invoice from Hyland net thirty (30) days from the date of Customer's receipt of such invoice.

2.9 **RESOLUTION OF INVOICE DISPUTES.** If, prior to the due date for payment under any invoice, Customer notifies Hyland in writing that it disputes all or any portion of an amount invoiced, both parties will use commercially reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any amount remains disputed in good faith after such (30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties' executive managers are unable to resolve the dispute within ten (10) calendar days of such meeting, either party thereafter may file litigation in a court of competent jurisdiction under Section 12.1 of these General Terms and Conditions to seek resolution of the dispute.

2.10 **CERTAIN REMEDIES FOR NON-PAYMENT OR FOR LATE PAYMENT.** At the election of Hyland, and subject to Section 2.9, exercisable by written notice to Customer, any past due amounts under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts invoiced by Hyland, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any services under this Agreement or any SOW, and the delivery of any Upgrades and Enhancements of Software, to Customer unless and until such default shall have been cured.

2.11 **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 HASPs and CDs, if any, shall be F.O.B. Hyland's offices in Westlake, Ohio, USA.

3. CERTAIN TERMS APPLICABLE TO SOFTWARE AND WORK PRODUCTS.

3.1 **PURCHASE ORDERS FOR SOFTWARE.** Customer shall submit a written purchase order to Hyland for the purchase of licenses for all Software that Customer licenses under this Agreement; provided, however, that, when this Agreement is signed by both parties, Hyland is permitted to treat this Agreement as Customer's written purchase order for the initial Software listed in the Purchase Table and in such case this Agreement also shall constitute Hyland's acceptance of such purchase order. Each such purchase order shall be subject to acceptance or rejection by Hyland. The Software shall be Delivered following acceptance by Hyland of Customer's purchase order.

3.2 SOFTWARE AND WORK PRODUCTS LICENSE.

(a) Subject to Customer's payment in full of the Software license fees and any professional services fees related to Professional Services associated with any Work Products, and subject further to Customer's compliance with this Agreement, Hyland grants to Customer a perpetual (except as otherwise provided in this Agreement), non-exclusive, non-assignable, limited license to: (1) the Software and Work Products, in machine-readable object code form only, and the associated Documentation, solely for use by: (i) Customer internally, and only for storing, processing and accessing Customer's own data; and (ii) subject to Section 3.2(i) below, by a third party contractor retained by Customer as a provider of services to Customer ("Contractor"), but only by the Contractor for capturing, storing, processing and accessing Customer's own data in fulfillment of the Contractor's contractual obligations as a service provider to Customer; and (2) with respect to Work Products only, modify and add to the Work Products solely for Customer's internal use in connection with the Software. The Software, Work Products and associated Documentation are licensed for use by a single organization and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer shall not make any use of the Software, Work Products or associated Documentation in any manner not expressly permitted by this Agreement.

(b) Each module of the Software and each Work Product is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and the Software may control such use. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software or Work Products (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Customer is prohibited from using any software other than the Software Client modules or a Software application programming interface (API) to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to Customer's use of such other software and Customer has paid to Hyland the Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

(c) Customer shall be entitled to use one (1) production copy of each Software module and each Work Product licensed and one (1) additional copy of the production environment licensed Software and Work Products for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of

the Software or Work Products in a production environment. In addition, Customer shall also be entitled to license a reasonable number of additional copies of the production environment licensed Software and Work Products to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software and Work Products, developing integrations between the Software or Work Products and other applications that integrate to the Software or Work Products solely using integration modules of the Software licensed by Customer under this Agreement, and training Customer's employees on the Software and Work Products ("Test Systems"). Customer may be required to provide to Hyland certain information relating to Customer's intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. Customer's sole recourse in the event of any dissatisfaction with any Software or Work Products in any non-production system is to stop using such Software or Work Products and return it to Hyland, provided that, in the event Customer is currently purchasing Maintenance and Support from Hyland, to the extent that Customer is using the Test System for the purposes of testing an Upgrade or Enhancement of the Software prior to implementing the same in Customer's production environment, then Customer may contact Hyland for the provision of Maintenance and Support as described in Section 5.2 Customer shall not make any copies of the Software or Work Products not specifically authorized by this Section 3.2(c).

(d) From time to time Hyland may make Beta Software available for Customer's use in the Test Systems; and Customer may elect to license and use the Beta Software in the Test Systems. Notwithstanding anything to the contrary, as to any Beta Software, the Agreement and the limited license granted hereby will terminate on the earliest of: (1) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software; or (2) the date of Hyland's commercial release of the final version of such Beta Software for licensing to end users generally. Upon expiration or other termination of such period, Customer immediately shall discontinue any and all of use of the Beta Software and related documentation and remove or permit Hyland to deactivate the Beta Software.

(e) From time to time Customer may elect to evaluate certain Software modules ("Evaluation Software") for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for Customer's use in Customer's Test Systems. Notwithstanding anything to the contrary, as to any Evaluation Software, the Agreement and the limited license granted hereby will terminate on the earliest of: (1) last day of the evaluation period specified in the accepted purchase order delivered for such Evaluation Software; or (2) immediately upon the delivery of written notice to such effect by Hyland to Customer. Upon expiration or other termination of such period, Customer immediately shall either (A) discontinue any and all of use of the Evaluation Software and related Documentation and remove the Evaluation Software; or (B) deliver a purchase order for purchase of such Evaluation Software.

(f) Customer agrees: (1) not to remove any Hyland notices in the Software, Work Products or Documentation; (2) not to sell, transfer, rent, lease, time share or sub-license the Software, Work Products or Documentation to any third party; (3) except as expressly permitted by Section 3.2(a) with respect to Work Products, not to alter or modify the Software, Work Products or Documentation; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software or Work Products; and (5) not to prepare derivative works from the Software, Work Products or Documentation.

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

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

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

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

(k) Upon reasonable notice to Customer, Hyland shall be permitted access to Customer's Software system and to audit Customer's use of the Software in order to determine Customer's compliance with the licensing terms this Agreement. Customer shall reasonably cooperate with Hyland with respect to its performance of such audit. Customer acknowledges and agrees that Customer is prohibited from publishing the results of any benchmark test using the Software to any third party without Hyland's prior written approval, and that Customer has not relied on the future availability of any programs or services in entering into this Agreement.

3.3 OWNERSHIP. Hyland and its suppliers own the Software, Work Products, Documentation 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 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 or Work Products are transferred to Customer. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software or Work Products, except for the limited express rights granted in this Section 3. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

3.4 INFRINGEMENT INDEMNIFICATION.

(a) Generally. Hyland agrees to indemnify Customer against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Customer based upon any infringement or misappropriation by the Software or Work Products of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (1) is notified immediately after Customer receives notice of such claim; (2) is solely in charge of the defense of and any settlement negotiations with respect to such claim; (3) receives Customer's reasonable cooperation in the defense or settlement of such claim; and (4) 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 Customer the right to continue use of the Software or Work Products, or to replace the relevant portions of the Software or Work Products with other equivalent, non-infringing portions.

(b) Removal and Refund. If Hyland is unable to accomplish either of the options set forth in Section 3.4(a)(4), Hyland shall either:

(1) remove the infringing portion of the Software and/or Work Products and refund to Customer:

(A) if applicable, the full Software license fees paid by Customer, plus the "unused portion of annual maintenance fees" (as defined in Section 10.3(b) of these General Terms and Conditions) paid by Customer for the then-current maintenance period of Section 5 of these General Terms and Conditions as determined from the date of removal, in each case with respect to the infringing portion of the Software; and/or

(B) if applicable, the full professional services fees paid by Customer for the creation and implementation of the infringing Work Products; or

(2) if the removal of the infringing Software or Work Products renders all of the Software and Work Products essentially useless to Customer for the uses Customer previously has been making of the Software and Work Products in accordance with this Agreement, and at the election of Customer in such a case, remove the entire Software and Work Products, terminate this Agreement and refund to Customer:

(A) if applicable, the full Software license fees paid by Customer for the infringing portion of the Software; plus

(B) if applicable, the unamortized Software license fees (determined as provided below) paid by Customer for all non-infringing portions of Software that are removed; plus

(C) if (A) and (B) above are applicable, then the “unused portion of annual maintenance fees” (as defined in Section 10.3(b) of these General Terms and Conditions) paid by Customer for the then-current maintenance period of Section 5 of these General Terms and Conditions as determined from the date of removal; plus

(D) if applicable, the full professional services fees paid by Customer for the creation and implementation of the infringing portion of the Work Products; plus

(E) if applicable, the unamortized professional services fees (determined as provided below) paid by Customer for all non-infringing Work Products that are removed.

In determining the “unamortized” amount of any Software license fees or professional services fees hereunder, such amount shall be determined based upon a three (3) year straight-line amortization schedule commencing on the date the Software or Work Product in question is Delivered by Hyland to Customer.

(c) Exclusions. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer and otherwise described in Section 3.4(a) that arise from: (1) use of the Software or Work Products by Customer other than as expressly permitted by this Agreement; (2) the combination of the Software or Work Products with any product not furnished by Hyland to Customer; (3) the modification or addition to of the Software or Work Products other than by Hyland or any of its authorized solution providers specifically retained by Hyland to provide such modification or addition; or (4) the Customer’s business methods or processes.

(d) THIS SECTION 3.4 STATES HYLAND’S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE SOFTWARE, THE WORK PRODUCTS OR THE SERVICES.

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

4. PROFESSIONAL SERVICES.

4.1 REQUEST. Customer may request Professional Services from Hyland at any time during the term of this Section 4. If Hyland agrees to provide such Services, the parties will create a SOW for the applicable project. Nothing in this Agreement shall require either party to enter into any particular SOW; provided, however, that if Customer requests a Professional Services project which the parties agree will require less than forty (40) working hours of Professional Services, then the parties may mutually agree to proceed with the requested Professional Services project upon Customer’s submission of a written purchase order, specifying the nature and scope of such Professional Services, and Hyland’s acceptance of such purchase order.

4.2 PERFORMANCE; DELAYS. Hyland agrees to provide the Professional Services described in each SOW. If any delays in such Professional Services occur solely as a result of any incorrect information, incorrect assumption or failure of Customer to perform or fulfill its obligations in connection with any SOW, the performance schedule under the applicable SOW may be extended. Hyland shall have no liability or responsibility for such costs or expenses resulting from such delays. In the event that performance of any milestone set forth in any SOW 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 Section 11 of these General Terms and Conditions, Hyland agrees, at no charge to Customer, to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the slippage of later milestones or completion of such Professional Services.

4.3 CHANGES TO SOW. Hyland or Customer may, at any time, reasonably request a change to any SOW. 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 SOW. In the event the parties are unable to mutually

agree upon a proposed Change or a proposed change order, and such proposed Change relates to a material component of the project that is the subject of the relevant SOW, either party may terminate such SOW upon not less than thirty (30) days advance written notice to the other party.

4.4 CUSTOMER'S OBLIGATIONS.

(a) Assistance and Obligations. Customer agrees that it will cooperate with and assist Hyland in the performance of Professional Services under any SOW; will provide the resources specified in the relevant SOW; and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of the relevant SOW. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section 4.4(a) and the relevant SOW, Hyland's ability to provide such Professional Services, meet the performance schedule set forth in such SOW and keep professional services fees reasonably in line with any estimates given in the SOW may be adversely affected.

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

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

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

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

5.1 PURCHASE ORDERS. Customer shall be required to submit a purchase order for the purchase of Maintenance and Support under this Agreement for the first maintenance period under this Section 5 applicable to each Supported Software; provided, however, that, when this Agreement is signed by both parties, Hyland is permitted to treat this Agreement as Customer's written purchase order for Maintenance and Support for the Initial Maintenance Period for the initial Supported Software listed in the Purchase Table and in such case this Agreement also shall constitute Hyland's acceptance of such purchase order. Each such purchase order shall be subject to acceptance or rejection by Hyland.

5.2 MAINTENANCE AND SUPPORT TERMS. Hyland will provide Maintenance and Support during the hours described on Attachment B described below.

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

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

(c) Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services. In requesting Maintenance and Support services, Customer will report in accordance with Hyland's then-applicable reporting policies and in accordance with Section 5.2(b) above. Hyland's current policies require Customer to report by telephone, using Hyland's regular technical support telephone line, or by e-mail, (each as described on Attachment B). In the case of reporting an Error, if requested by Hyland, Customer agrees to provide written documentation of such Error to substantiate the Error and to assist Hyland in the detection, confirmation and correction of such Error.

(d) Upgrades and Enhancements. Hyland will provide, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site (as described on Attachment B), all Upgrades and Enhancements, if and when released during the term of this Section 5. Customer acknowledges and agrees that, with respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland's policies respecting Upgrades and Enhancements and the release thereof. Upgrades and Enhancements are not available for Retired Software.

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

5.3 EXCLUSIONS.

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

(b) Work Products. Maintenance and Support is not provided for any Work Products; however, if Customer desires Maintenance and Support regarding the operation or use of Work Products, Customer may request such Maintenance and Support and the parties may agree to enter into a SOW for such Maintenance and Support in accordance with Section 4.1 of these General Terms and Conditions.

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

5.4 CERTAIN OTHER RESPONSIBILITIES OF CUSTOMER.

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

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

5.5 OPTIONAL SUPPORT SERVICES. Standard Maintenance and Support does not include any services described as part of Hyland's optional support services as described on any of the websites referred to on Attachment B. Customer may purchase such optional support services in accordance with an appropriate amendment to this Agreement.

5.6 PROFESSIONAL SERVICES FOR PROJECTS NOT COVERED BY TECHNICAL SUPPORT SERVICES OR ERROR CORRECTION SERVICES. If Customer requests Professional Services which are outside the scope of Technical Support Services or Error Correction Services Customer agrees that such services shall not be covered by this Section 5 or the annual maintenance fees and such services only shall be engaged pursuant to a SOW and Professional Services engagement under Section 4 of these General Terms and Conditions.

5.7 MAINTENANCE PERIODS; RENEWAL AND NON-RENEWAL; REINSTATEMENT.

(a) Generally. Subject to the termination provisions of this Agreement, the first maintenance period of Section 5 shall be the Initial Maintenance Period; and Section 5 may be renewed for an additional maintenance period only by mutual agreement of the parties as follows: (A) at the end of the Initial Maintenance Period, for a period from the first day after the end of the Initial Maintenance Period through December 31 of the calendar year in which the Initial Maintenance Period ends; and (B) thereafter, annually on a calendar year by calendar year basis. For follow-on purchases of Software, the first maintenance period shall begin upon Delivery of such Software and continue for twelve months, and may be renewed for an additional maintenance period only by mutual agreement of the parties as follows: (i) at the end of the first maintenance period, for a period

from the first day after the end of the first maintenance period through December 31 of the calendar year in which the first maintenance period ends; and (ii) thereafter, annually on a calendar year by calendar year basis. With respect to any renewal maintenance period, mutual agreement may be evidenced by Hyland's invoicing of annual maintenance fees for such renewal maintenance period and Customer's timely payment of such annual maintenance fees. Notwithstanding anything to the contrary, the term of Section 5 shall immediately terminate at the time the version of the Supported Software licensed by Customer and in use in its production environment becomes Retired Software.

(b) **Reinstatement.** In the event of the termination of Maintenance and Support under Section 5 either by Customer's decision not to renew or by the Supported Software becoming Retired Software, Customer may during the term of this Agreement after the effective date of such termination elect to reinstate the term of Section 5 in accordance with this paragraph. To obtain reinstatement, Customer shall: (1) deliver written notice to such effect to Hyland; (2) pay to Hyland (A) annual maintenance fees for all maintenance periods which would have elapsed from the effective date of such termination through the effective date of such reinstatement; and (B) an amount equal to one hundred ten percent (110%) of the annual maintenance fees for the renewal period of such Section 5 commencing on the effective date of such reinstatement; and (3) if the Supported Software has become Retired Software, upgrade to the latest released version of the Software which is Supported Software. Any reinstatement under this paragraph shall be effective as of the first business day after Hyland has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal maintenance period commencing with the effective date of such reinstatement shall be for a period ending on the first annual anniversary of such effective date; and thereafter Section 5 shall be renewed for an additional maintenance period as described in paragraph (a) above.

5A. VIDEO STREAMING SERVICES. During any maintenance period covered by this Agreement in which Customer has paid the applicable fees, Hyland will provide an environment to which Customer may upload copies of video and audio recordings through the use of the Video Streaming module of the Software, to allow Customer constituents to view and listen to such recordings from time to time. Any such copies will be retained by Hyland so long as this Agreement is in effect between the parties. Upon termination or expiration of the service or of this Agreement, Hyland agrees to retain any such copies uploaded pursuant to this provision for a period of sixty (60) days (the "Transition Period") following such termination or expiration. Upon Customer's request during the Transition Period, Hyland shall provide such copies to Customer, on a DVD or other similar media, together with an XML export file relating to such copies, at an additional cost of Two Thousand Dollars (\$2,000.00). After expiration of the Transition Period, Hyland will delete all such copies.

6. LIMITED WARRANTIES.

6.1 LIMITED WARRANTY FOR SUPPORTED SOFTWARE AND WORK PRODUCTS.

(a) With respect to Software purchased after the Effective Date, for a period of sixty (60) days from and including the date a Supported Software module has been Delivered to Customer, Hyland warrants to Customer that such Supported Software module, when properly installed and properly used, 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: (1) any Retired Software modules; or (2) any Supported Software module that has been (A) modified by Customer or a third party, (B) used in combination with equipment or software other than that which is consistent with the Documentation, or (C) misused or abused.

(b) With respect to Work Products delivered after the Effective Date, for a period of sixty (60) days from and including the date that Hyland has delivered a completed Work Product to Customer, Hyland warrants to Customer that such Work Product, when properly installed and properly used, 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, any Work Product that has been (1) modified or added to by Customer or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused.

(c) Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranties under paragraph (a) or (b) shall be as follows: provided that, within the applicable 60-day period, Customer notifies Hyland in writing of the non-conformity, Hyland will either (1) repair or replace the non-conforming Supported Software module or Work Product, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Hyland determines that repair or replacement of the Supported Software module or Work Product is not commercially practicable, then terminate this Agreement with respect to the non-conforming Supported Software module or with respect to the non-conforming Work Product, in which event, upon compliance by Customer with its obligations under Section 10.3(a) of these General Terms and Conditions, Hyland will refund any portion of the Software license fees and annual maintenance fees paid prior to the time of such termination with respect to such Supported Software or the professional services fees paid prior to the time of such termination with respect to the creation and implementation of such Work Product.

6.2 LIMITED WARRANTY FOR SERVICES.

(a) For a period of sixty (60) days from the date of completion of Professional Services, Video Streaming Services, Technical Support Services or Error Correction Services, Hyland warrants to Customer 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 Customer or a third party or failure of Customer to perform and fulfill its obligations under this Agreement.

(b) Hyland's sole obligation, and Customer's sole and exclusive remedy for any non-conformities to the express limited warranties under paragraph (a) shall be as follows: provided that, within the applicable 60-day period, Customer notifies Hyland in writing of the non-conformity, Hyland will use commercially 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, Customer's sole and exclusive remedy shall be: (a) in the case of Professional Services, to terminate the SOW under which the non-conforming Services have been performed, in which event Hyland will refund to Customer any portion of the Professional Services fees under such SOW relating directly to such non-conforming Professional Services paid prior to the time of such termination; or (b) in the case of Video Streaming Services, Technical Support Services or Error Correction Services, to exercise its termination rights under Section 10.2 of these General Terms and Conditions.

7. DISCLAIMER OF WARRANTIES.

(a) EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN SECTION 6 OF THESE GENERAL TERMS AND CONDITIONS, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, WORK PRODUCTS, INNOVATIONS, INFORMATION, MAINTENANCE AND SUPPORT, VIDEO STREAMING SERVICES OR PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SOW. 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, VIDEO STREAMING SERVICES, PROFESSIONAL SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

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

(c) HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE OR WORK PRODUCTS USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE AND WORK PRODUCTS "AS IS."

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

8. LIMITATIONS OF LIABILITY.

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

8.2 EXCEPT AS PROVIDED IN SECTION 8.3 BELOW, HYLAND'S AND ITS SUPPLIERS' LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE SOFTWARE OR ANY WORK PRODUCTS, SHALL IN NO EVENT EXCEED (1) IN ANY INDIVIDUAL CASE, THE AMOUNT THAT HAS BEEN ACTUALLY PAID BY CUSTOMER TO HYLAND UNDER THIS AGREEMENT OR

APPLICABLE SOWS WITH RESPECT TO THE TRANSACTION TO WHICH SUCH CLAIMS, LOSSES OR DAMAGES ARE RELATED; AND (2) IN THE AGGREGATE, THE LESSER OF (1) \$1,000,000.00; OR (2) THE AGGREGATE OF ALL SOFTWARE LICENSE FEES, PROFESSIONAL SERVICES FEES, TRAINING REGISTRATION FEES AND ANNUAL MAINTENANCE FEES PAID BY CUSTOMER TO HYLAND UNDER THIS AGREEMENT DURING THE PERIOD OF UP TO THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS DURING THE TERM OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL MICROSOFT CORPORATION, AS A SUPPLIER TO HYLAND OF THIRD PARTY SOFTWARE BUNDLED WITH THE SOFTWARE LICENSED UNDER THIS AGREEMENT, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS (\$5.00).

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

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

9. CONFIDENTIAL INFORMATION.

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

9.2 Each party agrees that, with respect to the Confidential Information of the other party, during the term of Section 3 of these General Terms and Conditions and for a period of five (5) years thereafter (or in the case of any Confidential Information of a disclosing party that is a "trade secret", during the term of Section 3 of these General Terms and Conditions and for a period of the longer of five (5) years or so long as such information remains a "trade secret" under applicable law) thereafter, such party as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 9 committed by any of such party's employees, agents, consultants, contractors or representatives. Notwithstanding any provision of this Agreement to the contrary, the parties acknowledge that the Customer is a governmental entity and shall be entitled to disclose any information or documentation deemed necessary by the Customer to comply with any applicable state of federal laws, rules or regulations or court orders, and such disclosures shall not be deemed a breach of this or any other Agreement between the parties.

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

10.1 TERM. This Agreement shall have a term commencing on the Effective Date and shall continue in full force and effect unless and until terminated in accordance with any of the provisions of Section 10.2 or any other provision of this Agreement which expressly provides rights of termination or non-renewal.

10.2 TERMINATION.

(a) By Customer. Customer may terminate this Agreement, in its entirety, for any reason or for no reason, upon not less than thirty (30) days advance written notice to Hyland to such effect.

(b) By Either Party. Either party may terminate this Agreement or a SOW, in each case in its entirety, 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 such SOW 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 Customer any opportunity to cure any

breach of any of the provisions of Section 3.2(f) or any action taken by Customer which is inconsistent with or in conflict with the provisions of Section 3.3, both of which are considered for all purposes to be material provisions of this Agreement.

10.3 CERTAIN EFFECTS OR CONSEQUENCES OF TERMINATION; SURVIVAL OF CERTAIN PROVISIONS.

(a) Software, Work Products and Documentation. Upon any termination of this Agreement in its entirety, any license to use the Software and Work Products will automatically terminate without other or further action on the part of any party; and Customer shall immediately: (1) discontinue any and all use of the Software, Work Products Documentation; and (2) either (A) return the Software, Work Products Documentation to Hyland, or (B) with the prior permission of Hyland, destroy the Software, Work Products Documentation and certify in writing to Hyland that Customer has completed such destruction. The licenses granted under Section 3 shall not terminate in the event either party elects not to renew Maintenance and Support in accordance with Section 5.7.

(b) Generally. Any termination will not discharge or otherwise affect any pre-termination obligations of either party existing under this Agreement or an applicable SOW at the time of termination; and all liabilities which have accrued prior to the date of termination shall survive. In the event of any termination of a SOW, Customer 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. In the event that Customer terminates this Agreement for cause due to Hyland's breach, Customer shall be entitled to a pro rata refund of annual maintenance fees actually paid for the maintenance period which terminates as a result of such termination (the "unused portion of annual maintenance fees").

(c) Survival of Certain Obligations. All provisions of this Agreement or of an applicable SOW, which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Sections 3.3, 3.5, Section 6, Section 7, Section 8, Section 9, this Section 10 and Section 11.

11. FORCE MAJEURE. No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 11 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 11 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

12. GENERAL PROVISIONS.

12.1 GOVERNING LAW. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Alabama (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), without regard to the conflicts of laws provisions thereof. [DRAFTING NOTE: HYLAND HAS AGREED TO ALABAMA GOVERNING LAW, BUT HAS PROPOSED THAT THE PARTIES REMAIN SILENT ON VENUE AND JURISDICTION.]

12.2 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.

12.3 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.

12.4 INTEGRATION. This Agreement, including any and all exhibits and schedules referred to herein and any SOWs, set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter, including but not limited to the Initial License Agreement, the Master Agreement for Professional Services between SIRE and Customer dated on or about March 2, 2010, and Maintenance

Agreement between SIRE and Customer dated on or about March 2, 2010. 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. Customer 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 Customer 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.

12.5 **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: (a) when sent and made in writing by either (1)(A) registered U.S. mail, (B) certified U.S. mail, return receipt requested, or (C) reputable, national overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

12.6 **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 12.6 shall be null and void and of no force or effect.

12.7 **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.

12.8 **SUBCONTRACTING.** Hyland may subcontract all or any part of the services only with the prior written consent of Customer, which consent shall not be unreasonably withheld. Hyland shall remain responsible to Customer for the provision of any subcontracted services.

12.9 **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.

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

12.11 **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.

12.12 **MARKETING AND PUBLICITY.** With the prior approval of the other party, which approval will not be unreasonably withheld or delayed, each party may:

(a) References and Site Visits. From time to time, upon the reasonable request of Hyland, Customer agrees to make one or more employees available: (i) for telephone interviews with Hyland and/or third parties, relating to Hyland, the Software, Customer's use of the Software, the benefits Customer has derived from the Software or similar topics; and (ii) to participate in customer site visits. Hyland agrees that it shall reimburse Customer for any out-of-pocket travel, lodging, registration and meals costs and expenses that are incurred by any such employees of Customer in connection with any off site visit if applicable, provided that such costs and expenses are reimbursable in accordance with Hyland's expense reimbursement policies.

(b) Press Release. Prepare and issue a press release referring to the other party and relating to the signing of this Agreement, the scope of the relationship and the Software solution established under this Agreement.

(c) Case Studies. Prepare, publish and distribute, for its sales, marketing and advertising purposes, one or more case studies describing any or all of the applications for which the Software will be used by Customer (*e.g.*, Accounts Payable).

(d) Limitations. Except as specifically set forth in paragraphs (a) through (c) above, or as necessary to perform its obligations under this Agreement, neither party shall, without the prior written consent of the other party, use the names, services marks or trademarks of such other party nor the name of any employee of such other party, or reveal the existence of or terms of this Agreement, in any advertising or publicity release or promotional literature.

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

12.14 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.

12.15 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 are third party beneficiaries to this Agreement as it applies to their respective software products.

ATTACHMENT B

TECHNICAL SUPPORT INFORMATION

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

For the SIRE™ Software:

Technical Support Line: currently 801-415-0626

Technical Support e-mail address: currently support@siretechnologies.com

Secure End User Website: currently <http://siretechnologies.com>

Hours: Excluding holidays, during the hours of 6:00 a.m. to 6:00 p.m., USA Mountain Standard Time, Monday through Friday

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

STATEMENT OF WORK
(Blanket Services)

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

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

Baldwin County Commission
312 Courthouse Square, St. 12
Bay Minette, AL 36507
"Customer"

and is entered into under and pursuant to that certain Master Software License, Services and Support Agreement dated on or about September 9, 2014, between Hyland and Customer (the "Master Agreement"). All Services and Work Products provided pursuant to or described in this SOW are subject to and governed by all applicable provisions of the Master Agreement. Capitalized terms used herein and not defined shall have the meanings given to them in the Master Agreement.

1. Services:

Customer may request, and Hyland may agree to provide, certain project management, installation, advanced capture, Workflow consulting, custom solution consulting, and database Services to Customer pursuant to this SOW. The Services described in this SOW may be provided remotely from Hyland's offices, or on-site at Customer's offices. Customer will request Services in writing and specify the type and amount of Services requested. Upon Customer's request, Hyland and Customer will discuss the parameters of the request and the Services required to fulfill the request, and Hyland will provide Customer with a Services proposal which will include an estimate of the Service Fees to complete such Services. Upon mutual agreement of the Services proposal, Hyland will provide such Services described in the mutually agreed upon Services proposal (the "Services Proposal"). All Services will be provided in connection with Customer's licensed copy of the Software. Each mutually agreed upon Services Proposal is incorporated herein by this reference as if fully rewritten herein.

2. Work Products:

All software (including source code, object code, scripts and elements of the same) and any documentation created by Hyland under this SOW or any mutually agreed upon Services Proposal constitutes Work Products for all purposes under the Master Agreement, including, but not limited to, any Workflow Functional Specifications Document, Workflow functional specifications documentation, Workflow Solution, Software Requirements Specifications Document, API Solution, Solution Design Document and Administrator Manual, and any modification of any of the foregoing.

3. Term and Termination of SOW; Work Plan:

This SOW shall take effect on the Effective Date and unless sooner terminated in accordance with the relevant provisions of this SOW, the term of this SOW shall be for one (1) year and shall be automatically renewed successively for additional terms of one (1) year unless either party, in its sole discretion, gives notice of termination no less than sixty (60) days prior to the expiration of the then current term. Notwithstanding the foregoing, Customer may terminate this SOW at any time, upon thirty (30) days written notice to Hyland; provided that Customer shall owe any and all Services fees in full which are otherwise due and payable at the time such notice is provided through the effective date of such termination.

Each party shall be entitled to give written notice to the other party of any breach or other failure to comply with any material term or condition of this SOW or a Services Proposal, specifying the nature of such breach or non-compliance and requiring the other party to cure the breach or non-compliance. If such party

has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within thirty (30) calendar days after receipt of written notice, the other party shall be entitled, in addition to any other rights it may have under this SOW or the law or in equity, to immediately terminate this SOW and any or all Services Proposals. The provisions of the Services Proposal(s) and this SOW which by their nature extend beyond the expiration or termination will survive and remain in effect until all obligations are satisfied.

After execution of this SOW by the parties, Hyland will provide the Services described in any mutually agreed upon Services Proposal at a time and on a schedule that is mutually agreed upon by the parties. The Services may not be provided on contiguous calendar days. The parties agree that any Services or Work Products developed as described in this SOW that have been performed, in whole or in part, prior to the execution of this SOW by the parties nevertheless shall be covered by all terms and conditions of this SOW.

4. Compensation And Payment Schedule:

Hyland will charge Services Fees to Customer for the Services described and provided under each mutually agreed upon Services Proposal at Hyland's then-current standard list price for the applicable Services, unless otherwise agreed to by the parties; as of the date of this SOW Hyland's current standard list prices is \$168.75 per working hour. Additionally, Hyland will charge travel and expenses to Customer. As used herein "working hour" shall be defined as the Services of one (1) person for a period of one (1) hour (or any part thereof) during regular business hours. The actual number of working hours may vary and does not necessarily reflect the number of hours that will be required to perform such Services. All estimates of fees or time required to complete the project are provided for convenience only and are approximations of the anticipated amount of fees and time needed to complete the project. Customer will be invoiced based on the amount of time actually required to complete the project and the applicable hourly fees. Hyland will invoice Customer for amounts payable determined on a time and materials basis under this SOW on a monthly basis, and a final invoice upon completion of the applicable Services.

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

BALDWIN COUNTY COMMISSION

By: Charles F. Gruber

Name (Print): CHARLES F. GRUBER

Title: Chairman

Date: SEPTEMBER 9, 2014

HYLAND SOFTWARE, INC.

By: Noreen Kilbane

Name (Print): Noreen Kilbane

Title: V.P.

Date: 9/4/14

