

STATEMENT OF WORK

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

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

City of Tempe, Arizona
31 E. Fifth Street
Tempe, AZ 85281
"Customer"

and is entered into under and pursuant to that certain Master Software License, Services and Support Agreement dated on or about August _____, 2013, between Hyland and Customer (the "Master Agreement"). All Services 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. Overview:

Hyland will provide the Services to Customer as described in the Services Proposal attached to this SOW as Exhibit A in connection with Customer's use of the Software.

2. Compensation & Payment Schedule:

After execution of this SOW by the parties, Hyland will provide the Services described in this SOW at a time and on a schedule that is mutually agreed upon by the parties. The parties agree that any Services or Work Products described in this SOW that have been performed or developed, 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.

Services Fees

Hyland will charge Services Fees to Customer for the Services under this SOW determined on a fixed price basis as described in Exhibit A.

The fixed price was determined based on information provided to Hyland by Customer and assumptions developed by the parties based upon that information. In the event that (a) any such information is inaccurate or necessary information was not provided to Hyland, (b) Customer fails to fulfill its obligations during this SOW, or (c) reasonably unforeseen technical or system limitations exist or arise, and any of such causes materially and adversely affect the performance of the Services, this fixed price shall be adjusted equitably to reflect the impacts of such circumstances.

Travel and Expenses

Additionally, Hyland will charge Customer travel and expenses in accordance with the terms of the Master Agreement; provided, however, that such travel and expenses will not exceed \$3,000.00 without the prior written consent from the Customer.

Invoices

Payment in full will be due net thirty (30) days after invoice date.

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

CITY OF TEMPE, ARIZONA
"CUSTOMER"

Mark W. Mitchell, Mayor

Print Name

ATTEST

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM

Judith R. Baumann, City Attorney

HYLAND SOFTWARE, INC.
"HYLAND"

By: *Noreen B. Kilbane*

NOREEN B. KILBANE

Print Name

VP

Title

8/30/2013

Date



EXHIBIT A
SERVICES PROPOSAL

HYLAND[®] SOFTWARE

PROFESSIONAL SERVICES PROPOSAL

City of Tempe

DOCUMENT VERSION : 1

DOCUMENT DATE : 8-26-2013

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

©2013 Hyland Software, Inc.[®]

All Rights Reserved

Information in this document is subject to change and does not represent a commitment on the part of Hyland Software, Inc.[®] until attached to a services contract.

The information contained in this document is confidential and proprietary to Hyland Software, Inc.[®] It is provided solely for the use of City of Tempe to describe the approach and work being proposed. This information may not be used for any other purpose and may not be further distributed. Any recipient of this document who is unwilling to agree to these conditions should return the document to Hyland Software, Inc.[®] without reviewing the contents or making further distribution. Review of this document shall constitute agreement to the restrictions stated above.

TABLE OF CONTENTS

INTRODUCTION.....	2
PROPOSAL TERMS & USAGE.....	2
PROJECT AREAS.....	3
Project 1 – AnyDoc Capture.....	3
DESCRIPTION OF DELIVERABLES.....	Error! Bookmark not defined.
PRICING ESTIMATE.....	7
KEY ASSUMPTIONS.....	9
CUSTOMER RESPONSIBILITIES/OBLIGATIONS.....	10

INTRODUCTION

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

PROPOSAL TERMS & USAGE

Hyland Software, Inc.[®] ("Hyland") is pleased to provide the following estimate for professional services related to the use of AnyDoc ("Software") for City Of Tempe ("Customer") as shown in the Description of Services section of this document.

This proposal describes the services offered to Customer in conjunction with the use of the Software for Customer. The content of this document is subject to review and revision by both Hyland and Customer. After this proposal has been mutually reviewed and agreed to by both Hyland and Customer, this proposal will be attached to a services contract and delivered to Customer for final review and signature.

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

PROJECT AREAS

Project 1 – AnyDoc Capture

Scope

The scope of the project includes;

- Development of two tax form templates.
- Product Installation – The Capture Engineer shall install the following AnyDoc software product(s):
 - OCR for AnyDoc®
 - EXCHANGEit®
- Implement the solution created by AnyDoc.
- Implement the EXCHANGEit job(s) to process the output.
- Perform on-site testing of the solution, including Interfaces (if any).
- Tune solution to perform optimally in a production environment.
- Provide high-level training for:
 - Processing with the solution
 - Scanning with the solution
 - Quality Assurance processing with the solution
 - Verification with the solution
 - Management of the solution
 - EXCHANGEit management
- Provide XML export of data extracted and file paths per customer defined XML structure.
- Provide functionality that allows the metadata and files to be regularly imported into the existing SIRE solution.

Services

Basic Installation, Implementation, Project Management, Training

Deliverables

Software Solution, Reference Materials

Assumptions

This proposal is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.

- Hyland estimates 32 hours to deliver the solution Requirement Document. Customer may request additional hours for such service under a future agreement;
- Hyland estimates 40 hours to develop the solution. Customer may request additional hours for such service under a future agreement;
- Hyland estimates 40 hours for the Implementation and testing support phase. Customer may request additional hours for such service under a future agreement;
- Hyland estimates 32 hours for training and documentation. Customer may request additional hours for such service under a future agreement;
- Creation of custom Reports is not included in the scope of this project;
- Custom scripting on document metadata is not included in the scope of this delivery:
 - For example: Retrieval of information from existing city systems to populate document metadata.
- Hyland will not be responsible for verifying the correctness or integrity of document metadata, or the quality of image files associated with the Legacy System;
- Hyland will not be responsible for enhancing or modifying such documents or document metadata, (e.g., rotating documents, enhancing image quality, or correcting metadata).

DESCRIPTION OF SERVICES

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

1. Requirements Analysis

- a. Project Initiation: Hyland and Customer allocate project resources, and create the initial project timelines. Hyland provides Customer with requirements preparation materials, and customer returns completed materials to Hyland in advance of on-site engagement;
- b. Requirements Capture: Hyland collaborates with the Customer's project team to discover and define the detailed requirements of the solution. Discussions focus on the requirements to meet Customer's business objectives, including any integrations that may be in scope for the project;
- c. Requirements Documentation: Hyland composes formal documentation containing the requirements of the solution. Additional follow up items may be discussed with the subject matter experts to close any gaps in the understanding of the captured requirements during the Requirements Capture. Once complete, the documentation is delivered to the Customer's project team for review; and
- d. Requirements Review: Hyland reviews the requirement documentation with the Customer's project team to validate the requirements. Modifications to the document are made as necessary and a finalized document and refined implementation estimate is delivered to the Customer's project team for final approval.

2. Implementation Services

Services include the implementation of a solution per agreed upon solution requirements which have been identified during the discovery phase.

- a. Configuration of the solution substantially in accordance with the mutually agreed upon documentation;
- b. Testing Software modules and/or functionality implemented, per solution requirements;
- c. User testing kickoff;
- d. Issue support for solution testing;
- e. Execution of "train-the-trainer" session for up to ten (10) customer designated testers and/or trainers;
- f. Execution of administrative training specific to the solution and administration of Software;
- g. Installation and setup of Software into one (1) environment;
- h. Preparation for go-live; and
- i. Go live support.

3. Project Management

Project Management services cover the overall coordination of Hyland team resources and general coordination of solution delivery. The Hyland Project Manager will:

- a. Provide supervisory project services to facilitate project scheduling, communicate project status and budget, and update project issue log.

DESCRIPTION OF DELIVERABLES

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

1. Software Solution:

- a. The implementation of the requirements defined in the Solution Requirements Document created during discovery.

2. Reference Guide:

- a. A technical reference document intended for Software solution administrators and IT management/support staff; and
- b. Guide contains the technical configuration details of a specific solution and is provided in both Microsoft Word and PDF formats.

PRICING ESTIMATE

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

Project Name	Estimate Type	Estimated Effort	# of Resources	Amount
Capture Solution	Fixed	144	1	\$11,776.00
Total				\$11,776.00

The pricing estimate described above represents a fixed price services engagement that does not include travel and expenses. Payment milestones for this engagement will be invoiced as follows:

Payment Milestone 1:

- \$5,888.00 of the total fixed price will be invoiced by Hyland to Customer upon mutual agreement of the Solution Design Requirements document deliverable.

Payment Milestone 2:

- \$5,888.00 of the total fixed price will be invoiced by Hyland to Customer upon completion of the User Acceptance Testing Milestone or any use of the solution in a production capacity.

Travel and Expenses:

- Travel and expenses are estimated to be \$3,000.00 will be invoiced by Hyland to Customer on a monthly basis, with a final invoice upon final completion of the applicable services under this proposal; provided, however that such travel and expenses will not exceed \$3,000.00 without Customer's approval as described in the SOW.

Important note: These services described above will complete the services/solution intended under SIRE sales order 31906, dated 11/7/2011. Services for that sales order totaled \$23,552 of which \$11,776 was invoiced on 11/10/2011 and paid on 10/4/2012 (Check # 476115). This leaves the remaining \$11,776 stated above in payment milestones 1 and 2 to be invoiced and collected at the appropriate time.

Payment in full will be due net thirty (30) days after invoice date.

KEY ASSUMPTIONS

The cost estimates were created using the following assumptions:

- a. Hyland provides train-the-trainer services. Customer is responsible for the training of Customer's end users;
- b. Customer will have a system administrator that will or has attended system administrator training for the Software, and will participate actively in the entire project lifecycle for knowledge transfer. The Customer system administrator will support the Software environments and solutions at the completion of the project;
- c. Project start date(s) are subject to a mutually agreed upon schedule after execution of contract;
- d. The above pricing estimate includes estimated services fees only;
- e. Where applicable, travel time for services personnel is charged at ½ (one half) applicable services rates and will not exceed eight (8) hours per one-way trip;
- f. Where applicable, travel expenses are not included in this estimate and will be charged separately;
- g. Each deliverable created during this project will use Hyland's standard deliverable templates. Customer requested changes to the deliverable template may increase project costs or introduce timeline delays; and
- h. This project will have a kick-off date no later than 42 days after contract execution.

CUSTOMER RESPONSIBILITIES/OBLIGATIONS

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

Network Environment:

- A properly configured processing environment;
- All necessary components including, but not limited to, power, lighting, network connections and environment controls deemed necessary for the proper functioning of the system;
- Installation and support of all hardware and operating, database, and application software; and
- Customer will provide systems access and include third-party vendors or subject /technical matter experts as required.

Personnel:

- The following resources are critical for the success of this project:
 - Collaboration with Hyland resources on the project schedule deliverable;
 - Coordination of key departmental decision maker(s), subject matter expert(s), end-user representative(s), third party software application resources, project team representative(s) related to the project area, steering committee, project sponsorship;
 - Facilitate timely decision making and resolution of issues;
 - Coordination of Customer resources for the testing and regression testing cycles of the configured Software solution;
 - Tracking and reporting test results; and
 - Arrange for physical workspace and tools (desks, meeting rooms, training rooms, conference phones, etc.) for duration of the project to accommodate scheduled onsite activities.
- Availability of Customer's business process owners;
- Availability of Customer's technical resources responsible for the Software;
- At least one (1) Information Services ("IS") / Information Technology ("IT") representative to assist with the installation with regards to network and system administration;
- At least one (1) Software Administrator to assist in establishing network rights to appropriate disk groups on Customer's file servers for Customer's users; and
- Availability of Customer's resource to coordinate the above listed resources.

The parties acknowledge and agree that the absence of the foregoing environment or personnel may result in the delay of the performance and completion of the services.

*** END OF DOCUMENT ***