

City and County of San Francisco
Office of Contract Administration
Purchasing Division

SECOND AMENDMENT TO THE SOFTWARE LICENSE AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO
AND HYLAND SOFTWARE, INC.

THIS AMENDMENT (this “Amendment”) is made as of the first day of September 2023, in San Francisco, California, by and between HYLAND SOFTWARE, INC. (formerly known as HYLAND LLC), located at 28500 Clemens Road, Westlake, Ohio 44145 (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and
WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to perform the on-premises software upgrade; and WHEREAS, initial approval for the Agreement was obtained when the Civil Service Commission approved Contract number 36600 – 15/16 on August 12, 2015, and was subsequently extended by the approval for this Amendment which was obtained when the Civil Service Commission approved Contract number 45188 - 18/19 on August 5, 2019;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term “Agreement” shall mean the Software License Agreement dated January 4, 2016 between Contractor and City, and novated on May 15, 2018; as amended by the: First Amendment, dated May 30, 2019.

1b. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 22. Section 22 (Payment) of the Agreement currently reads as follows:

22. Payment. Compensation shall be due and payable within thirty (30) days of the date of invoice. In no event shall the amount of this Agreement exceed Three Hundred Forty Two Thousand One Hundred Sixty Four Dollars (\$342,164.00). The breakdown of costs associated with this Agreement is provided for in Appendix B. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until Licensed Software and services required under this Agreement are received from Contractor and approved by the Health Service System, City and County of San Francisco, as being in accordance with this Agreement.

Such section is hereby amended in its entirety to read as follows:

22. Payment. Compensation shall be due and payable within thirty (30) days of the date of invoice. In no event shall the amount of this Agreement exceed **Three Hundred Eighty-Two Thousand and Sixty Four Dollars (\$382,064.00)**. The breakdown of costs associated with this Agreement is provided for in Appendix B. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until Licensed Software and services required under this Agreement are received from Contractor and approved by the Health Service System, City and County of San Francisco, as being in accordance with this Agreement.

2b. Appendix B Section I (Software Product and Service Costs and Terms), Subsection A Section (Perpetual Software Licenses- One-time, Non-Recurring Expense). Appendix B Section I (Software Product and Service Costs and Terms), Subsection A Section (Perpetual Software Licenses- One-time, Non-Recurring Expense) of the Agreement currently reads as follows:

A. Perpetual Software Licenses: One-time, Non-Recurring Expense

1. The Licensed Software is licensed upon the terms and conditions of the Hyland's Enterprise Software End User License Agreement (Appendix C), which End User License Agreement terms and conditions are accepted by Customer upon Customer's receipt of the Licensed Software.
2. The fees for the perpetual licensed software (Table A1 and Table A2) shall be invoiced upon execution of the Agreement and will be paid in accordance with Section II, of this Appendix B.
3. Additional licenses (Table A2) of the Perpetual Licensed Software purchased by Customer following the Effective Date will be priced as listed in Hyland's then-current, published Hyland Enterprise Software Pricing Book: USA, unless otherwise agreed to in writing by the parties.
4. The Customer may reallocate licenses to different users, in the Customers sole discretion, at no additional charge by Hyland.

Table A1

One-Time, Non-Recurring Expense- Software Licenses			
Perpetual Software Licenses	Unit Cost	License Count	Cost
CaptureNow TWAIN	\$ 1,540.00	3	\$ 4,620.00
Single Doc Filter for Content	\$ 3,090.00	1	\$ 3,090.00
ImageNow Fax Agent 3-8p	\$ 6,180.00	1	\$ 6,180.00
ImageNow Content Server	\$ 8,240.00	1	\$ 8,240.00
ImageNow Client/WebNow Combo	\$ 2,225.00	25	\$ 55,625.00
ImageNow Mail Agent	\$ 2,060.00	1	\$ 2,060.00
ImageNow Enterprise Server	\$ 15,950.00	1	\$ 15,950.00
Recognition Agent	\$ 10,300.00	1	\$ 10,300.00
Perceptive Interact for Salesforce for the Enterprise	\$ 125.00	25	\$ 3,125.00
Perpetual Software Licenses Subtotal:			\$ 109,190.00
Discounts:			\$ (22,741.14)
Total:			\$ 86,448.86

Table A2

Additional One-Time, Non-Recurring Expense- Software Licenses			
Perpetual Software Licenses	Unit Cost	License Count	Cost
CaptureNow TWAIN	\$ 1,540.00	4	\$ 6,160.00
Business Insight Server Bundle-Up to-0099	\$ 6,695.00	1	\$ 6,695.00
One-Time, Non-Recurring Expense- Software Licenses Total:			\$ 12,855.00

Such section is hereby amended in its entirety to read as follows:

A. Perpetual Software Licenses: One-time, Non-Recurring Expense

1. The Licensed Software is licensed upon the terms and conditions of the Hyland's Enterprise Software End User License Agreement (Appendix C), which End User License Agreement terms and conditions are accepted by Customer upon Customer's receipt of the Licensed Software.
2. The fees for the perpetual licensed software (Table A1 and Table A2) shall be invoiced upon execution of the Agreement and will be paid in accordance with Section II, of this Appendix B.
3. Additional licenses (Table A2) of the Perpetual Licensed Software purchased by Customer following the Effective Date will be priced as listed in Hyland's then-current, published Hyland Enterprise Software Pricing Book: USA, unless otherwise agreed to in writing by the parties.
4. The Customer may reallocate licenses to different users, in the Customers sole discretion, at no additional charge by Hyland.

Table A1

One-Time, Non-Recurring Expense- Software Licenses			
Perpetual Software Licenses	Unit Cost	License Count	Cost
CaptureNow TWAIN	\$ 1,540.00	3	\$ 4,620.00
Single Doc Filter for Content	\$ 3,090.00	1	\$ 3,090.00
ImageNow Fax Agent 3-8p	\$ 6,180.00	1	\$ 6,180.00
ImageNow Content Server	\$ 8,240.00	1	\$ 8,240.00
ImageNow Client/WebNow Combo	\$ 2,225.00	25	\$ 55,625.00
ImageNow Mail Agent	\$ 2,060.00	1	\$ 2,060.00
ImageNow Enterprise Server	\$ 15,950.00	1	\$ 15,950.00
Recognition Agent	\$ 10,300.00	1	\$ 10,300.00
Perceptive Interact for Salesforce for the Enterprise	\$ 125.00	25	\$ 3,125.00
Perpetual Software Licenses Subtotal:			\$ 109,190.00
Discounts:			\$ (22,741.14)
Total:			\$ 86,448.86

Table A2

Additional One-Time, Non-Recurring Expense- Software Licenses and Upgrades			
Perpetual Software Licenses	Unit Cost	License Count	Cost
CaptureNow TWAIN	\$1,540.00	4	\$6,160.00
Business Insight Server Bundle-Up to-0099	\$6,695.00	1	\$6,695.00
Perceptive Content Upgrade	\$45,990.00	1	\$45,990.00
One-Time, Non-Recurring Expense- Software Licenses and Upgrades Total:			\$58,845.00

2c. Appendix B Section I (Software Product and Service Costs and Terms), Subsection C Section (Software Maintenance and Support (Five-year Term) Recurring Expense). Appendix B Section I (Software Product and Service Costs and Terms), Subsection C Section (Software Maintenance and Support (Five-year Term) Recurring Expense) of the Agreement currently reads as follows:

C. Software Maintenance and Support Recurring Expense

1. Software Maintenance and Support for the Licensed Software is provided as illustrated in the Software Maintenance and Support Agreement attached as Appendix A1 to the Agreement.
2. Software Maintenance and Support is activated and available immediately upon the Effective Date, and the Software Maintenance and Support Fees for the first year of the initial Software Maintenance and Support Term will be paid in accordance with Section II, of this Appendix B.
3. The once annual Software Maintenance and Support fees indicated in Table C1 will be for a period commencing on April 1, 2016 and ending on March 31, 2020.
4. The one-time additional Software Maintenance and Support fees for the additional Licensed Software listed in Table A2 are indicated in Table C2 and will be for a period of eight (8) months commencing August 1, 2019 and ending on March 31, 2020.
5. The once annual Software Maintenance and Support fees indicated in Table C3 will be for a period of twelve (12) months commencing April 1, 2020 and ending on March 31, 2021.

6. The once annual Software Maintenance and Support fees indicated in Table C4 will be for a period of twelve (12) months commencing April 1, 2021 and ending on March 31, 2022.
7. The once annual Software Maintenance and Support fees indicated in Table C5 will be for a period of twelve (12) months commencing April 1, 2022 and ending on March 31, 2023.
8. The once annual Software Maintenance and Support fees indicated in Table C6 will be for a period of twelve (12) months commencing April 1, 2023 and ending on March 31, 2024.
9. The once annual Software Maintenance and Support fees indicated in Table C7 will be for a period of twelve (12) months commencing April 1, 2024 and ending on March 31, 2025.
10. Hyland will provide Customer, by e-mail or USPS mail, a renewal notice and invoice for the Software Maintenance and Support Fees for the next successive Renewal Software Maintenance and Support Term not less than thirty (30) days prior to the expiration of the then current Software Maintenance and Support Term.
11. Licensed Software support services outside the scope provided in the Software Maintenance and Support Agreement are provided at Supplier's then-current Hyland Enterprise Software Pricing Book: USA rates for such services, such rates which Lexmark may increase from time to time following the Effective Date.
12. Software Maintenance and Support may not extend to any third-party software licenses re-sold by Hyland to Customer.

Table C1 (April 1, 2016 to March 31, 2020)

Annual Recurring Software Maintenance and Support Expense	
Supported Software	Cost
SMSA-CaptureNow TWAIN	\$ 924.00
SMSA-ImageNow Mail Agent	\$ 412.00
SMSA-Single Doc Filter for ContentOutput	\$ 618.00
SMSA-Recognition Agent Barcode/Forms ID	\$ 2,060.00
SMSA-Image Now Client/WebNow Combo	\$ 11,125.00
SMSA-ImageNow Fax Agent 3-8p	\$ 1,236.00
SMSA-ImageNow Content Server	\$ 1,648.00
SMSA-ImageNow Enterprise Server	\$ 3,190.00
SMSA-Interact for Salesforce for the Enterprise	\$ 625.00
Annual Recurring Software Maintenance and Support Subtotal:	\$ 21,838.00
Discounts:	\$ (4,548.23)
Total:	\$ 17,289.77

Table C2. (August 1, 2019 to March 31, 2020)

One-time Additional Software Maintenance and Support Expense (August 1, 2019 to March 31, 2020)			
Software Description	Units	Unit Cost	Extended Cost
CaptureNow TWAIN-0001	4	\$69.69	\$278.76
Perceptive Business Insight	1	\$1,339.00	\$1,339.00
One-time Additional Software Maintenance and Support Total			\$1,617.76

Table C3. (April 1, 2020 to March 31, 2021)

Annual Recurring Software Maintenance and Support Expense (April 1, 2020 to March 31, 2021)			
Software Description	Units	Unit Cost	Extended Cost
Perceptive Interact for Salesforce for the Enterprise-0025	1	\$663.06	\$663.06
CaptureNow TWAIN-0001	7	\$71.78	\$502.46
Perceptive Email Agent (Maintenance)	1	\$327.09	\$327.09
Perceptive Content Client/WebNow Combo-0025	1	\$9,812.53	\$9,812.53
Perceptive Content Enterprise Server-Upto-0099	1	3,052.91	\$3,052.91
Perceptive Full Text Agent-Up to-0099	1	\$817.72	\$817.72
Perceptive Fax Agent 3-8 P	1	\$981.27	\$981.27
Recognition Agent-Barcodes/Forms ID	1	\$1,817.17	\$1,817.17
Single Doc Filter for Content Output	1	\$655.64	\$655.64
Perceptive Business Insight	1	\$1,379.17	\$1,379.17
Annual Recurring Software Maintenance and Support Total (April 1, 2020 to March 31, 2021)			\$20,009.02

Table C4. (April 1, 2021 to March 31, 2022)

Annual Recurring Software Maintenance and Support Expense (April 1, 2021 to March 31, 2022)			
Software Description	Units	Unit Cost	Extended Cost
Perceptive Interact for Salesforce for the Enterprise-0025	1	\$682.95	\$682.95
CaptureNow TWAIN-0001	7	\$73.93	\$517.54
Perceptive Email Agent (Maintenance)	1	\$336.90	\$336.90
Perceptive Content Client/WebNow Combo-0025	1	\$10,106.91	\$10,106.91
Perceptive Content Enterprise Server-Upto-0099	1	\$3,144.50	\$3,144.50
Perceptive Full Text Agent-Up to-0099	1	\$842.25	\$842.25
Perceptive Fax Agent 3-8 P	1	\$1,010.71	\$1,010.71
Recognition Agent-Barcodes/Forms ID	1	\$1,871.68	\$1,871.68
Single Doc Filter for Content Output	1	\$675.31	\$675.31
Perceptive Business Insight	1	\$1,420.55	\$1,420.55
Annual Recurring Software Maintenance and Support Total (April 1, 2021 to March 31, 2022)			\$20,609.29

Table C5. (April 1, 2022 to March 31, 2023)

Annual Recurring Software Maintenance and Support Expense (April 1, 2022 to March 31, 2023)			
Software Description	Units	Unit Cost	Extended Cost
Perceptive Interact for Salesforce for the Enterprise-0025	1	\$703.44	\$703.44
CaptureNow TWAIN-0001	7	\$76.15	\$533.07
Perceptive Email Agent (Maintenance)	1	\$347.01	\$347.01
Perceptive Content Client/WebNow Combo-0025	1	\$10,410.12	\$10,410.12
Perceptive Content Enterprise Server-Upto-0099	1	\$3,238.83	\$3,238.83
Perceptive Full Text Agent-Up to-0099	1	\$867.52	\$867.52
Perceptive Fax Agent 3-8 P	1	\$1,041.03	\$1,041.03
Recognition Agent-Barcodes/Forms ID	1	\$1,927.83	\$1,927.83
Single Doc Filter for Content Output	1	\$695.56	\$695.56
Perceptive Business Insight	1	\$1,463.16	\$1,463.16
Annual Recurring Software Maintenance and Support Total (April 1, 2022 to March 31, 2023)			\$21,227.57

Table C6. (April 1, 2023 to March 31, 2024)

Annual Recurring Software Maintenance and Support Expense (April 1, 2023 to March 31, 2024)			
Software Description	Units	Unit Cost	Extended Cost
Perceptive Interact for Salesforce for the Enterprise-0025	1	\$724.55	\$724.55
CaptureNow TWAIN-0001	7	\$78.44	\$549.06
Perceptive Email Agent (Maintenance)	1	\$357.42	\$357.42
Perceptive Content Client/WebNow Combo-0025	1	\$10,722.42	\$10,722.42
Perceptive Content Enterprise Server-Upto-0099	1	\$3,336.00	\$3,336.00
Perceptive Full Text Agent-Up to-0099	1	\$893.54	\$893.54
Perceptive Fax Agent 3-8 P	1	\$1,072.26	\$1,072.26
Recognition Agent-Barcodes/Forms ID	1	\$1,985.67	\$1,985.67
Single Doc Filter for Content Output	1	\$716.43	\$716.43
Perceptive Business Insight	1	\$1,507.06	\$1,507.06
Annual Recurring Software Maintenance and Support Total (April 1, 2023 to March 31, 2024)			\$21,864.40

Table C7. (April 1, 2024 to March 31, 2025)

Annual Recurring Software Maintenance and Support Expense (April 1, 2024 to March 31, 2025)			
Software Description	Units	Unit Cost	Extended Cost
Perceptive Interact for Salesforce for the Enterprise-0025	1	\$746.28	\$746.28
CaptureNow TWAIN-0001	7	\$80.79	\$565.53
Perceptive Email Agent (Maintenance)	1	\$368.14	\$368.14
Perceptive Content Client/WebNow Combo-0025	1	\$11,044.09	\$11,044.09
Perceptive Content Enterprise Server-Upto-0099	1	\$3,436.08	\$3,436.08
Perceptive Full Text Agent-Up to-0099	1	\$920.35	\$920.35
Perceptive Fax Agent 3-8 P	1	\$1,104.43	\$1,104.43
Recognition Agent-Barcodes/Forms ID	1	\$2,045.24	\$2,045.24
Single Doc Filter for Content Output	1	\$737.92	\$ 737.92
Perceptive Business Insight	1	\$1,552.27	\$1,552.27
Annual Recurring Software Maintenance and Support Total (April 1, 2024 to March 31, 2025)			\$22,520.33

Such section is hereby amended in its entirety to read as follows:

C. Software Maintenance and Support Recurring Expense

1. Software Maintenance and Support for the Licensed Software is provided as illustrated in the Software Maintenance and Support Agreement attached as Appendix A1 to the Agreement.
2. Software Maintenance and Support is activated and available immediately upon the Effective Date, and the Software Maintenance and Support Fees for the first year of the initial Software Maintenance and Support Term will be paid in accordance with Section II, of this Appendix B.
3. The once annual Software Maintenance and Support fees indicated in Table C1 will be for a period commencing on April 1, 2016 and ending on March 31, 2020.
4. The one-time additional Software Maintenance and Support fees for the additional Licensed Software listed in Table A2 are indicated in Table C2 and will be for a period of eight (8) months commencing August 1, 2019 and ending on March 31, 2020.
5. The once annual Software Maintenance and Support fees indicated in Table C3 will be for a period of twelve (12) months commencing April 1, 2020 and ending on March 31, 2021.
6. The once annual Software Maintenance and Support fees indicated in Table C4 will be for a period of twelve (12) months commencing April 1, 2021 and ending on March 31, 2022.
7. The once annual Software Maintenance and Support fees indicated in Table C5 will be for a period of twelve (12) months commencing April 1, 2022 and ending on March 31, 2023.
8. The once annual Software Maintenance and Support fees indicated in Table C6 will be for a period of twelve (12) months commencing April 1, 2023 and ending on March 31, 2024.
9. The once annual Software Maintenance and Support fees indicated in Table C7 will be for a period of twelve (12) months commencing April 1, 2024 and ending on March 31, 2025. Hyland

will provide Customer, by e-mail or USPS mail, a renewal notice and invoice for the Software Maintenance and Support Fees for the next successive Renewal Software Maintenance and Support Term not less than thirty (30) days prior to the expiration of the then current Software Maintenance and Support Term.

10. Licensed Software support services outside the scope provided in the Software Maintenance and Support Agreement are provided at Supplier's then-current Hyland Enterprise Software Pricing Book: USA rates for such services, such rates which Lexmark may increase from time to time following the Effective Date.
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SMSA-ImageNow Content Server	\$ 1,648.00
SMSA-ImageNow Enterprise Server	\$ 3,190.00
SMSA-Interact for Salesforce for the Enterprise	\$ 625.00
Annual Recurring Software Maintenance and Support Subtotal:	\$ 21,838.00
Discounts:	\$ (4,548.23)
Total:	\$ 17,289.77

Table C2. (August 1, 2019 to March 31, 2020)

One-time Additional Software Maintenance and Support Expense (August 1, 2019 to March 31, 2020)			
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Perceptive Business Insight	1	\$1,339.00	\$1,339.00
One-time Additional Software Maintenance and Support Total			\$1,617.76

Table C3. (April 1, 2020 to March 31, 2021)

Annual Recurring Software Maintenance and Support Expense (April 1, 2020 to March 31, 2021)			
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CaptureNow TWAIN-0001	7	\$71.78	\$502.46
Perceptive Email Agent (Maintenance)	1	\$327.09	\$327.09
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Perceptive Full Text Agent-Up to-0099	1	\$817.72	\$817.72
Perceptive Fax Agent 3-8 P	1	\$981.27	\$981.27
Recognition Agent-Barcodes/Forms ID	1	\$1,817.17	\$1,817.17
Single Doc Filter for Content Output	1	\$655.64	\$655.64
Perceptive Business Insight	1	\$1,379.17	\$1,379.17
Annual Recurring Software Maintenance and Support Total (April 1, 2020 to March 31, 2021)			\$20,009.02

Table C4. (April 1, 2021 to March 31, 2022)

Annual Recurring Software Maintenance and Support Expense (April 1, 2021 to March 31, 2022)			
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Single Doc Filter for Content Output	1	\$675.31	\$675.31
Perceptive Business Insight	1	\$1,420.55	\$1,420.55
Annual Recurring Software Maintenance and Support Total (April 1, 2021 to March 31, 2022)			\$20,609.29

Table C5. (April 1, 2022 to March 31, 2023)

Annual Recurring Software Maintenance and Support Expense (April 1, 2022 to March 31, 2023)			
Software Description	Units	Unit Cost	Extended Cost
Perceptive Interact for Salesforce for the Enterprise-0025	1	\$703.44	\$703.44
CaptureNow TWAIN-0001	7	\$76.15	\$533.07
Perceptive Email Agent (Maintenance)	1	\$347.01	\$347.01
Perceptive Content Client/WebNow Combo-0025	1	\$10,410.12	\$10,410.12
Perceptive Content Enterprise Server-Upto-0099	1	\$3,238.83	\$3,238.83
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Perceptive Fax Agent 3-8 P	1	\$1,041.03	\$1,041.03
Recognition Agent-Barcodes/Forms ID	1	\$1,927.83	\$1,927.83
Single Doc Filter for Content Output	1	\$695.56	\$695.56
Perceptive Business Insight	1	\$1,463.16	\$1,463.16
Annual Recurring Software Maintenance and Support Total (April 1 , 2022 to March 31, 2023)			\$21,227.57

Table C6. (April 1, 2023 to March 31, 2024)

Annual Recurring Software Maintenance and Support Expense (April 1, 2023 to March 31, 2024)			
Software Description	Units	Unit Cost	Extended Cost
Perceptive Interact for Salesforce for the Enterprise-0025	1	\$724.55	\$724.55
CaptureNow TWAIN-0001	7	\$78.44	\$549.06
Perceptive Email Agent (Maintenance)	1	\$357.42	\$357.42
Perceptive Content Client/WebNow Combo-0025	1	\$10,722.42	\$10,722.42
Perceptive Content Enterprise Server-Upto-0099	1	\$3,336.00	\$3,336.00
Perceptive Enterprise Search	1	\$893.54	\$893.54
Perceptive Fax Agent 3-8 P	1	\$1,072.26	\$1,072.26
Recognition Agent-Barcodes/Forms ID	1	\$1,985.67	\$1,985.67
Single Doc Filter for Content Output	1	\$716.43	\$716.43
Perceptive Business Insight	1	\$1,507.06	\$1,507.06
Annual Recurring Software Maintenance and Support Total (April 1 , 2023 to March 31, 2024)			\$21,864.40

Table C7. (April 1, 2024 to March 31, 2025)

Annual Recurring Software Maintenance and Support Expense (April 1, 2024 to March 31, 2025)			
Software Description	Units	Unit Cost	Extended Cost
Perceptive Interact for Salesforce for the Enterprise-0025	1	\$746.28	\$746.28
CaptureNow TWAIN-0001	7	\$80.79	\$565.53
Perceptive Email Agent (Maintenance)	1	\$368.14	\$368.14
Perceptive Content Client/WebNow Combo-0025	1	\$11,044.09	\$11,044.09
Perceptive Content Enterprise Server-Upto-0099	1	\$ 3,436.08	\$3,436.08
Perceptive Enterprise Search	1	\$920.35	\$920.35
Perceptive Fax Agent 3-8 P	1	\$1,104.43	\$1,104.43
Recognition Agent-Barcodes/Forms ID	1	\$2,045.24	\$2,045.24
Single Doc Filter for Content Output	1	\$737.92	\$737.92
Perceptive Business Insight	1	\$1,552.27	\$1,552.27
Annual Recurring Software Maintenance and Support Total (April 1, 2024 to March 31, 2025)			\$22,520.33

Table C8. (October 1, 2023 to March 31, 2024)

One-time Upgrade Expense (October 1, 2023 to March 31, 2024)			
Software Description	Units	Unit Cost	Extended Cost
Perceptive Content Upgrade			
Milestone 1 of 3: Contract Support, Administration and Project Planning	1	\$15,330	\$15,330.00
Milestone 2 of 3: Completion of the Non-Production Environment	1	\$15,330	\$15,330.00
Milestone 3 of 3: Completion of the Production Environment Upgrade	1	\$15,330	\$15,330.00
One-time Upgrade Expense Total			\$45,990.00

Table C9. (October 1, 2023 to March 31, 2024)

Annual Recurring Software Maintenance and Support Expense (October 1, 2023 to March 31, 2024)			
Software Description	Units	Unit Cost	Extended Cost
Perceptive Enterprise Search (Limited) PES-PER-0002	1	\$0	\$0

2d. Appendix B1: Appendix B1 (Perceptive Content Upgrade Services Proposal) is hereby added in its entirety, attached to this Amendment and fully incorporated within the Agreement.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[Signatures on the following page]

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

Hyland Software, Inc.

DocuSigned by:
Abbie Yant
237210E11644489...

DocuSigned by:
Noreen B. Kilbane
B716F235DE5A424...

ABBIE YANT, RN, MA
Executive Director
San Francisco Health Service System

NOREEN B. KILBANE
Chief Administrative Officer
City Supplier ID number: 0000028292

Approved as to Form:

Hyland Legal

David Chiu

Approved By:

DocuSigned by:
Freddie Poindexter Scott
F49A8AD579D549B...

City Attorney

Date:

9/7/2023

By:

DocuSigned by:
Gustin R. Guibert
D39D934F443D4CB...

GUSTIN R. GUIBERT
Deputy City Attorney

Approved:

DocuSigned by:
ANNISE ALVEDO
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SAILAJA KURELLA
Director of Office of Contract Administration/
Purchaser

Attachments (1): Appendix B1 (Perceptive Content Upgrade Services Proposal)

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Appendix B1

Perceptive Content Upgrade Services Proposal

Introduction

The purpose of this Appendix B1 Perceptive Content Upgrade Services Proposal (referred to herein as “Appendix” or “Services Proposal”) is to define the goals, scope, fees, and other important details supporting the delivery of Professional Services for one or more projects defined in the Project Areas section.

Proposal Terms & Usage

Hyland LLC (“Hyland” or “Contractor”) is pleased to provide the following estimate for professional services related to the use of the Perceptive - Content software (“Software”) for City and County of San Francisco (“Customer” or “City”) as described in the Project Areas section of this document.

Upon execution of this Amendment, the Hyland project manager or designated resource will contact Customer project team to discuss project logistics and potential start dates. At this time, Hyland resource availability will be reviewed and presented to Customer. Start times can vary based on existing work volumes. The project(s) will begin upon a mutually agreed upon date as soon as resource availability and Customer availability allow. Once the project start date has been determined, resources will be assigned and scheduled to begin delivery of the services described in this Appendix.

Services described in this Appendix will be provided in accordance with the terms of Schedule 1 - Terms and Conditions, attached to this Appendix (“Schedule”). Such Schedule shall be fully incorporated herein. In the event of any conflict between Schedule and the Agreement between Hyland and City, as amended, the Agreement will control.

Please note that Hyland will submit to City for review and approval any resources Hyland seeks to perform the Services that are located outside the United States, or that may be employees or agents of a third-party subcontractor, and where such resources would have access to City or SFHSS Member data.

After execution, any proposed changes to this Appendix will follow the Project Change Control Process through an authorized Change Order unless otherwise agreed to in writing by both Hyland and Customer and consistent with the terms and conditions of the Agreement, as novated and amended, including but not limited to, Section 46 (Modification of Agreement).

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Project Areas

Hyland will provide the following Professional Services described within this Appendix:

I. PROJECT 1 – Perceptive Content UPGRADE

A. Scope

Hyland will provide Professional Services to the Customer to upgrade Perceptive Content version 7.1.5 to the latest commercially available release, including the activities, deliverables, assignments, and dates required to complete the upgrade in accordance with Appendix 2 – Deliverable Descriptions.

1. Base Upgrade

The base upgrade services provided to the Customer will consist of the following items:

a. Project initiation

1. Project kick-off and planning activities; and
2. Project Plan.

b. Technical Planning

1. Infrastructure evaluation to aid with environmental planning. Consultants will review the current infrastructure and general setup or configuration of Software in collaboration with Customer project team in order to provide recommendations on changes and/or confirmation of infrastructure plans for review and approval by Customer;
2. Review software requirements and prerequisites specific to server and client-side setup and deliver to Customer project team a summary of the software requirements and prerequisites; and
3. Hyland will provide technical specifications documentation for the Hyland software infrastructure (Technical Architecture Diagram) to Customer for review by Customer project team.

c. Environmental Setup and Upgrade

1. Upgrade two (2) Environments;
2. A documented and fully assembled Upgrade Delivery Plan will be delivered to Customer for review and approval by Customer project team. For the purposes of this Section A.1.c.2, “Upgrade Delivery Plan” may include but not be limited to as mutually determined by Hyland and Customer’s project team the scope of work for the upgrade, the full listing of hardware and software requirements, full listing of Hyland and Customer resource and system access requirements, detailed list of dependencies, risk and assumption analysis to the extent applicable and not provided herein, success monitoring recommendations and Upgrade Deliver Plan approval requirements; and
3. Hyland Technical Consultant will complete basic software testing to validate general functionality following the upgrade (e.g. user login, client side software installation, core module functionality, general retrieval and archival) and deliver to Customer project team a summary of the testing for review by Customer project team.

d. Perceptive Experience Content Apps

1. Hyland will install and configure the Perceptive Experience Content Apps bundle in the following environments:
 - A. One (1) Production; and
 - B. One (1) non-production.
2. This excludes any additional design or configuration updates to the current Solution;
3. Solution functionality in Experience Content Apps is limited to the version's product capabilities as defined in the latest release notes;
4. Hyland will provide up four hours (4) hours for training on Perceptive Experience Content Apps to Customer project team. Training includes:
 - A. User interface overview; and
 - B. Location of configuration and logging.
5. Customer is responsible for updating any external application links to utilize new Perceptive Experience URLs; and
6. Customer is required to provide a resource to configure their SSO provider to work with Perceptive Experience Content Apps.

e. User Testing

1. Hyland will provide Customer ad-hoc consultation following the initial upgrade; and
2. Please review the Add-on Service table for any additional support included in scope

f. Production Cut Over

1. Hyland and the Customer will agree on a mutually decided date and time to begin the production cut over;
2. Customer is responsible for notifying users of the system outage, as services and scheduled tasks will be stopped prior to beginning the cut over;
3. Hyland Technical Consultant will complete and provide the Customer a documented and fully assembled Cut Over Plan. For the purposes of this Section A.1.f.3, "Cut Over Plan" shall include and not be limited to a detailed outline of the Hyland Cut Over process, detailed list of dependencies, success monitoring recommendations, a timeline and anticipated length of time needed to complete the Cut Over, schedule of anticipated downtime throughout the Cut Over, detail fall back (contingency) plan in the case of Cut Over failure, list of Hyland and Customer resources needed to support Cut Over and perform end-user testing, Cut Over acceptance criteria (i.e. "go or no-go"), and Cut Over approval requirements;
4. One (1) day for execution of Production cut over;
5. One (1) day dedicated Go Live assistance for Customer immediately following production upgrade;
6. Please review the Add-on Service table for any additional support included in scope; and

7. Any open issues after the dedicated post upgrade assistance will be submitted to the Hyland Support team. Should any issues require Professional Services, a change request may be required.

g. Project Closure Activities

1. Provision of any final recommendations and/or identification of next steps as appropriate to Customer project team for review; and
2. Hand-off to Hyland Technical Support.

2. Project Team & Project Coordination

The Hyland project team will consist of one (1) or more consultants experienced in implementing the assessments, upgrades, and functionalities within in this agreement to support technical activities, as well as a primary Project Coordinator. Project coordination shall include intermediate project management, which includes:

1. Bi-weekly Project Status Report delivery;
2. Bi-weekly project conference call participation;
3. Centralized resource coordination and project oversight;
4. Collaboration and communication with Customer and Customer project team; and
5. Proven Project Management methodology for developing and managing projects and resources, deployment plans, and tracking, escalating, and resolving issues.
6. Management of standard project plan (task, timeline, and resources), specific to task owned by Hyland.

3. Optional Add-on Services

The below table represents additional add-on options reviewed with Customer. Those marked with a “Y” reflect Services which have been included within the scope, those with an “N” are excluded. Should Customer’s Service needs change after contract execution, ultimately requiring the inclusion of any add-on Services, a Change Order can be put in place to address those changes.

Add-on Service	Included
Location	
Three (3) days of onsite time, per resource. (Plus T&E)	N
Outside Hours	
(1) dedicated day (eight (8) continuous hours) of off hours Production Cutover	N
Support Services	
Phased or incremental production upgrade steps required. Price per production upgrade phase, which includes one (1) day of post upgrade dedicated support.	N
Creating and/or upgrading one (1) additional environments, pre or post upgrade.	N
One (1) additional day(s) of ad-hoc support over a one (1) week period	N

Add-on Service	Included
Environment	
Current version of one or more of the products being upgraded is greater than three (3) versions behind	Y
Upgrade will be performed in place within the existing environment	N
Disaster Recovery / High Availability Environmental Support (e.g. existing Load Balancers, mirroring, fail-overs, etc.)	N
Basic installation, setup, testing of an additional module.	N
SSO Consulting	Y
Certificate Consulting	N
Perceptive Content Modules	
Perceptive Content AP Invoice Eform	N
Perceptive Interact for Salesforce	Y
Perceptive Direct Print	N
Perceptive Content Business Insight	Y
Perceptive Content EDI Engine	N
Perceptive Content Conversion Module	Y
Perceptive Brainware Connector	N
Perceptive Experience AP Approval App	N
Perceptive Content Fax Agent	N
Perceptive Email Agent	Y
Perceptive Search	N

B. Assumptions

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

1. The purpose of this engagement is to create an upgraded environment that provides the same functionality that is in the Customers current production environment. In the event this is not possible Hyland will provide best practice recommendations on any required solution re-designs which may be necessary due to these changes, but the Customer is responsible for all solution design and/or configuration changes. In the event Hyland is required to perform these changes then a Change Order can be provided;

2. Hyland will perform a review of the Hyland created forms, custom reports, and scripts currently deployed in the Customers production environment to ensure compatibility with the upgraded version of Software. If additional work is required to update, then a change order may be required;

3. Agents/Modules/Components the Customer may currently be licensed for that have reached an end-of-life state will be reviewed during the upgrade planning process. Should a Software product (e.g. module, agent, component) be deprecated or reach end-of-life, services shall include the installation, setup, testing, and training on the new product. When software functionality, modules, or

features are replaced with new functionality, the use and features of the new software may differ from the deprecated or end of life product;

4. The following modules within the Customer environment have reached end-of-life or are being deprecated with the following module and assumption:

- A. Hyland will replace the current Content Server and Full Text Agent implemented products with Perceptive Enterprise Search. The following activities will be performed by Hyland:
 - i. Hyland will design and deliver up to one (1) security group and one (1) index structure to enable end user access to legacy documents currently accessible via Content Server/Full Text Agent;
 - ii. Hyland will monitor the legacy re-processing of up to ten (10) percent (%) of the Customer's one hundred eleven (111) total documents, currently indexed via Content Server/Full Text Agent. Once the Customer validates legacy document accessibility, Hyland will promote configuration to Customer's production environment. Customer is responsible for monitoring the remaining re-processing of any legacy documents currently accessible via Content Server; and
 - iii. Hyland will configure the "Favorite" feature of Perceptive Enterprise Search, allowing the Customer to save performed searches locally.
 - a. Up to eight (8) searches (based on keyword term(s)) can be flagged as favorite using a "star" icon available in the toolbar.
 - b. The Favorite search list is stored locally as a cookie.
 - c. Perceptive Enterprise Search will only be configured to search Perceptive Content. Additional sources are excluded from scope.
 - iv. Hyland will provide up to eight (8) hours to Customer for training on Perceptive Experience Search. Training includes:
 - a. User interface overview;
 - b. Index structure setup; and
 - c. Location of configuration and logging.
- B. Provide consulting services to deploy Experience Content Apps using dynamic URLs on the screens that Interact for Dynamics AX was configured for; and
- C. Provide Import Agent configuration for up to three (3) import processes to replace Interact for Lexmark. Customer will be responsible for updating their Multifunction Device with the necessary network paths;

5. Customer will create and manage any necessary service accounts;

6. Customer is responsible for the backup and restore of data, such as the database and image repository;
7. Existing solution has a deployed Software platform version within three (3) versions of new version being deployed unless otherwise stated in the Add-Ons Services table above;
8. While production hardware may be upgraded, the overall infrastructure will not be changing in any way (e.g. no additional servers to be added, servers will reside within the same infrastructure environment);
9. Solution is on premise to Customer environment and is not hosted or maintained by a third party;
10. Standard Hyland response, not resolution, to any logged issue is two (2) business days or less;
11. Customer will own end to end solution testing;
12. Customer is responsible for User Testing including creation of test plans, formal documentation/solution guides and formal project management; and
13. Customer is responsible for performing the Database and OSM copy/move to pre-production servers if needed.

C. Exclusions

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

1. Upgrade of Fax Agent;
2. Migration to a new data center / hosting provider;
3. Performing a review of business processes (such as workflow process, capture methods and profiles, use of internal automation tools and workflow routing rules) housed within Perceptive Content and more generally of overall solution health which is also referred to as a Solution Assessment,
4. The creation of additional Software environments; and
5. Software upgrade will not include the implementation of Software modules not currently in use within Customer's environment.

D. Required Resources

Resource
Infrastructure Analyst/ Solution Architect
Integration Engineer/Custom Solution Consulting
Project Manager
Technical Consultant

For details about the required resources, please review Appendix 1.

E. Deliverables

Deliverable
Project Plan
Technical Architecture Diagram
Upgrade Plan

Deliverables will be submitted to Customer project team for review and approval by Customer.

For details about the deliverables, please review Appendix 2.

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Key Assumptions

The following are key assumptions that impact the success of the solution, and are applicable to all Project Areas within this Appendix B1:

1. Project start date(s) are subject to a mutually agreed upon schedule after execution of contract;
2. Professional Services will be delivered utilizing Hyland's standard implementation methodology;
3. Professional Services will be provided remotely from Hyland offices:
 - A. When providing remote services, Hyland and Customer will discuss generally acceptable working hours and take into consideration time zone differences. Issues deemed as non-critical will only be addressed during normal business hours.
4. Each project is intended to be implemented in a timeframe of contiguous weeks. Scheduling delays that impact the project timeline may result in changes to project costs;
5. Each deliverable created will use Hyland's standard deliverable templates. Customer-requested changes to deliverable templates may increase project costs or introduce timeline delays; and
6. If necessary, after execution, this Services Proposal or corresponding agreement can be adjusted in scope, or a new agreement issued, following the Project Change Control Process through an authorized Change Order unless otherwise agreed to in writing by both Hyland and Customer and consistent with the terms and conditions of the Agreement, as novated and amended, including but not limited to, Section 46 (Modification of Agreement) of the Software License Agreement between the City and County of San Francisco and Hyland Solutions of Delaware LLC, Dated January 4, 2016.
7. Subject to any changes in requirements, scope or other unanticipated project activities, the date of completion of the project shall be by or before one-hundred eighty (180) days after the date of Project Initiation according to Appendix B1 (Project Areas, Sec.I.A.1.a).

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Customer Obligations

To facilitate Hyland's execution of the Professional Services, Customer agrees, at a minimum, to the following obligations. The parties acknowledge and agree that failure to meet the responsibilities noted will likely affect project duration, cost and/or quality in the execution and completion of Professional Services.

A. Project Personnel

1. Customer will assign a Project Sponsor, who will be actively involved in the project(s) and is the final escalation point for all issues and decisions:

- A. The Project Sponsor will also ensure that the appropriate Customer personnel are assigned and made available to execute the project(s) successfully.
- B. The Project Sponsor shall be **Rin Coleridge**, Director of Enterprise Systems and Analytics, San Francisco Health Service System.

2. Customer will assign a Project Manager, who will act as a single point of contact for the Hyland project team and whose responsibilities include, but are not limited to, the following:

- A. Managing all customer obligations as defined within this Appendix; and
- B. Coordinating all key departmental decision makers, technical experts, subject matter experts, end user representatives, third party software application resources and project sponsorship.
- C. The Project Manager shall be **Brian Rodriguez**, Project Manager & Information Systems Administrator, San Francisco Health Service System. At the Customer's sole discretion, and in the case the assigned Project Manager is unable to fulfil the duties assigned, Customer shall ensure an appropriate replacement Project Manager will be assigned.

3. Customer will designate a Software Administrator who will undergo any applicable Software training recommended in order to participate actively throughout the project(s) and support all Software environments and solutions:

- A. Software training course(s) (if recommended) are provided separately from this Appendix by the Hyland Account Manager.
- B. The Software Administrator shall be **Vish Sheno**i, Information Systems Program Analyst-Principal, San Francisco Health Service System. At the Customer's sole discretion, and in the case the assigned Software Administrator is unable to fulfil the duties assigned, Customer shall ensure an appropriate replacement Software Administrator will be assigned.

4. Customer will engage the appropriate business process owners to the project(s), as well as subject matter experts, who are thoroughly knowledgeable about the current business practices in their respective areas and who are capable of performing their assigned project roles:

- A. Business process owners and subject matter experts will be required to attend and contribute to all project meetings to which they have been invited for the duration of the project(s).
5. Customer will provide Information Services (IS)/Information Technology (IT) representative(s) to assist with the Software installation with regard to network and system administration;
6. Customer will provide trained technical team member(s) to assist in supporting and maintaining all aspects of the hardware, network, and/or database maintenance plans throughout the project(s);
7. Customer will provide vendor resources, interface specialists, technical experts, and/or subject matter experts deemed necessary for third party system(s) with which Software will integrate or from which content will be migrated;
8. Customer and Hyland will make reasonable efforts to maintain consistent resources throughout the project(s):
 - A. Any anticipated changes to the core team, including project managers, technical staff, or subcontractors, must be communicated in writing within five (5) business days;
 - B. If the change is due to illness or termination of the core team member, the change must be communicated within two (2) business days.

B. Project Management

1. Hyland will submit to Customer project team, and Customer will review the remaining work effort with the Hyland project team throughout the project(s);
2. Hyland will provide to Customer project team documentation, which is Hyland's standard, proprietary documentation relating to completing the upgrade, including, as applicable, but not limited to: data migration, workflows, user roles, and other related activities as described in Appendix 2 (Deliverable Descriptions), of this Appendix B1. Custom documentation such as Hyland utilizing in whole or in part customer third party documentation or other documents not agreed by the parties hereunder is excluded from scope.
3. Customer will review and approve all deliverables in accordance with the agreed upon plan. Failure by either Hyland or Customer to respond where needed within the designated timelines may result in project delays, loss of resources, and incorporation of the Project Change Control Process;
4. Customer will execute timely decision-making, completion of all deliverables and action items and resolution of issues throughout the course of the project(s); and
5. Customer will arrange for physical workspace and tools (work desks, networked computers, meeting rooms, training rooms, conference phones, whiteboards, etc.) for duration of the project(s) to accommodate scheduled onsite and/or remote activities as dictated by Customer's reasonable security measures.

C. Software Installation, Access, Integrations and Deployment

1. Customer will ensure all hardware is in place and made ready as dictated by the implementation schedule. This includes full, independent access to all environments in which Hyland is required to work including environments required for migrations or integrations, or multiple development, testing and production environments for Software:

A. Local and remote VPN access must be provided to applicable Hyland resources through the use of dedicated user account(s) with appropriate privileges to the Software and/or relevant third party applications; and

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

3. Customer will have at least one (1) non-production Software environment for installation and deployment;

4. Customer will provide proper setup of networking and required third party software environment(s) in accordance with Hyland's prerequisites;

5. Customer will provide all necessary components including, but not limited to, power, lighting, network connections/rights and environmental controls deemed necessary for the proper functioning of and access to the system;

6. Customer will manage setup, execution, and validation of database maintenance plan(s) for each Software instance;

7. Customer will perform routine, scheduled backups and maintain disaster recovery and contingency plans for each Software instance;

8. Customer will manage third party application setup (i.e. installation, configuration), testing, training, and go-live support related to integration(s) with Software;

9. Customer will package and deploy all Software clients, unless otherwise defined within this Appendix; and

10. Customer will deploy all supporting Software client hardware (e.g. scanner, signature device) and related third party software (e.g. drivers, licenses) required for the Software solution.

D. Testing/Training

1. Customer will manage the deployment of Software testing/training workstation(s) (e.g. PC and scanner) including the installation of all necessary software/clients, unless otherwise defined within this Appendix;

2. Customer will prepare and supply the necessary testing/training resources including, but not limited to, the following:

A. Sample, production-like, content;

B. Electronic feeds; and

C. Paper documents.

3. Customer will create, maintain, and execute test plans and cases, as well as track and report testing results during the testing cycle(s); and
4. Customer will train additional end users on the use of the Software.

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Project Change Control Process

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

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

Any material modification to this Appendix shall be agreed to in writing and executed by both Hyland and Customer consistent with the terms and conditions of the Agreement, as novated and amended, including but not limited to, Section 46 (Modification of Agreement) of the Software License Agreement between the City and County of San Francisco and Hyland Solutions of Delaware LLC, Dated January 4, 2016.

Customer and Hyland acknowledge that such modification process may affect Professional Services, timelines and deliverables, and therefore will make reasonable efforts to execute any modifications to this Appendix with enough lead-time to minimize the influence on the project.

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Pricing

Customer acknowledges that the Professional Services pricing is based solely on the information provided to Hyland and referenced in the above Project Areas.

I. FIXED FEE

Project	Billing Type	Totals (USD)
Project 1 – Perceptive Content Upgrade	Fixed Fee	\$45,990.00
Total		\$45,990.00

Payment Milestones			
The costs for the above project(s) represent fixed price Professional Services. Payment milestones for the engagement(s) will be invoiced as listed below.			
Milestone	Description	% of Total	Amount
Project 1 – Perceptive Content Upgrade			
1	Contract Execution	34%	\$15,636.60
2	Completion of the non-production Environment Upgrade	33%	\$15,176.70
3	Completion of the Production Environment Upgrade	33%	\$15,176.70
Total		100%	\$45,990.00

A. Pricing Assumptions

The pricing was created using the following assumptions:

1. The above cost includes Professional Services fees anticipated to complete the project(s) successfully; and
2. The fixed fee was determined based on information provided to Hyland by Customer and assumptions developed by the parties based upon that information.
3. In the event that any of the following issues occur, Hyland will (i) notify Customer of the deficiency and (ii) provide Customer a reasonable opportunity and timeline to cure the deficiency:
 - (a) material information is inaccurate or not provided to Hyland by Customer;
 - (b) Customer fails to materially fulfill its obligations under this Agreement; or
 - (c) reasonably unforeseeable technical or system limitations arise that materially affect the project plan.

If the issue is unable to be substantially cured by Customer within a reasonable period of time, Hyland shall present to Customer a proposed project plan and adjusted fee utilizing Hyland's Project Change Control Process for Customer's review and approval.

Appendix 1 – Resource Descriptions

The following table provides an overview of the Hyland Global Services resource types and their corresponding responsibilities.

Resource Type	Responsibilities
Advanced Capture Consultant	Provides expertise on capture solutions. Documents business process requirements, configures capture solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.
Business Consultant	Provides expertise on Workflow and Case Management solutions. Documents business process requirements, configures solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.
Conversion Consultant	Provides expertise on the conversion process. Drives conversations with Customer on best practices and ultimately assists in defining the conversion process to be utilized to meet Customer conversion requirements.
Database Engineer	Provides expertise related to the Software database. Makes recommendations on best practices, maintenance plans and disaster recovery considerations.
Enterprise Solutions Consultant	Provides long-term business and strategy planning, analysis, discovery and coaching to support business transformation with Customer's Software solution. Develops strategies analysis, coaching and recommendations based on Customer needs resulting from information assessments and change management efforts.
Infrastructure Analyst/ Solution Architect	Provides consulting on the initial setup or review of hardware infrastructure impacting the Software solution. Drives conversations with Customer technical teams focusing on the network, server, database, and storage level of the Software solution as well as reviews integration components that may affect overall performance.
Integration Engineer / Custom Solution Consulting	Provides expertise on integrations and API development. Supports and mentors Customer on the creation of web service integrations. Develops custom scripts and pre- and post-processors within Software to meet specialized Customer needs. Documents business requirements, develops solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.
Principal Consultant	Provides deep Software expertise to advise Hyland and Customer implementation teams on best practices throughout an engagement. Guides discovery sessions and takes technical ownership of solution requirements and design.

Resource Type	Responsibilities
Program Manager	Establishes relationships with key stakeholders to regularly examine business needs against Customer's vision, strategies and goals.
Focuses on managing and optimizing Hyland project resources to minimize resource rotation. Develops metrics and reports regularly on steady state solutions and in-flight projects, assuring delivery of desired business value. Provides a single point of focus for all escalations.	
Project Manager	Provides project coordination expertise and is the initial point of escalation for the project.
Provides supervisory project services to facilitate scheduling of the Hyland project team, coordinates periodic status meetings, and communicates the project budget.	
Technical Consultant	Provides expertise on Software installation and module configuration.
Documents business requirements, installs and configures solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	

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Appendix 2 – Deliverable Descriptions

The following table provides an overview of the Hyland project deliverables. Please reference the specific Project Areas for a listing of the applicable deliverables.

Deliverable	Description
Project Plan	Defines the projected schedule of project events from initiation through closure.
Delivered within the initiation/discovery phase and updated throughout the project.	
Includes the activities, deliverables, assignments, and dates, required to complete the project.	
Upgrade Plan	Defines the projected schedule of the upgrade including all events from beginning to end of the upgrade.
Delivered within the initiation/discovery phase and updated throughout the project.	
Includes the activities, deliverables, assignments, and dates required to complete the upgrade.	
Technical Architecture Diagram	Outlines recommended architecture and sizing specifications for servers (physical and virtual), storage considerations and integration points with external Customer applications.
Documents recommendations for production, test, staging/User Testing (UT), disaster recovery and development environments.	
Documents recommendations based on Customer throughput and access requirements.	

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Schedule 1 – Terms and Conditions

1. DEFINED TERMS.

“Professional Services” shall mean the services performed under the Appendix within which this Schedule is incorporated.

“Software” means Hyland’s proprietary software products for which Customer has obtained a valid license from Hyland or one of its authorized solution providers.

“Specifications” means the definitive, final functional specifications for Work Products, if any, produced by Hyland under the Appendix.

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

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

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

3. CHANGES TO APPENDIX. Changes to this Appendix shall be governed by the Project Control Change Process. In the event that the Project Control Change Process conflicts with the terms of the Agreement, as novated and amended, the Agreement shall control.

4. CUSTOMER’S OBLIGATIONS.

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

4.2 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.

4.3 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.

5. **SERVICES FEES.** Except as otherwise provided in the Services Proposal: (a) Hyland will charge services fees to Customer for Professional Services at Hyland's then-current standard list price for the applicable Professional Services; and (b) Hyland shall invoice Customer for Professional Services fees monthly, in arrears, based on the number of Working Hours required to complete the project and the applicable hourly fees; and Customer shall pay in full within thirty (30) days after the invoice date. Any estimates of fees or Working Hours required to complete the project are approximations of the anticipated amount of fees and time needed to complete the project. The actual number of Working Hours may vary.

6. **RESERVED (TRAVEL AND EXPENSES.)**

7. **CERTAIN REMEDIES FOR LATE PAYMENT)**

In the event that Customer is delinquent in the payment of any amounts due for Professional Services hereunder notwithstanding anything to the contrary in Section 35 (Termination) of the Software License Agreement between the City and County of San Francisco and Hyland Solutions of Delaware LLC, Dated January 4, 2016 which default continues unremedied for at least twenty (20) 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 Appendix unless and until such default has been cured.

8. WORK PRODUCTS

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

8.2 Work Products License. Customer agrees to take all reasonable steps to protect all Work Products, and any related documentation from unauthorized copying or use. Hyland grants to Customer a limited, non-exclusive and non-assignable license for the duration of the term of the license agreement pursuant to which Customer received the right to use the Software with which the Work Products will be used (“License Agreement”), to use the Work Products only internally, only in connection with Customer’s own data and only in connection with Customer’s authorized use of the software under the License Agreement. Customer may not: (a) make or authorize the making of copies of any Work Products; (b) remove any Hyland notices in the Work Products; (c) sell, transfer, rent, lease, time share or sublicense the Work Products to any third party; or (d) disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any Work Product for any reason. Customer further agrees that, in connection with any use of the Work Products by Customer, the Work Products shall not be copied and installed on additional servers unless Customer has purchased a license therefore.

8.3 Modification of Work Products.

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

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

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

9. LIMITED WARRANTY FOR SERVICES AND WORK PRODUCTS

9.1 Limited Warranty for Professional Services. For a period of one hundred and eighty (180) days from the date of completion of Professional Services, Hyland warrants to Customer that such Professional Services have been performed in a good and workmanlike manner and substantially according to industry standards. This warranty specifically excludes (a) 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 Services Proposal; and (b) any Professional Services in the nature of staff augmentation.

9.2 Limited Warranty for Work Products. For a period of one hundred and eighty (180) days from and including the date that Hyland has delivered a completed Work Product to Customer as outlined in this Appendix, , Hyland warrants to Customer that such Work Product, when properly installed and properly used, will function in all material respects as described in the Specifications. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Work Product that has been (a) modified or added to by Customer or a third party, (b) used in combination with equipment or software other than that which is consistent with the Specifications, or (c) misused or abused.

9.3 Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy for any non-conformities to the express limited warranties under Sections 9.1 and 9.2 shall be as follows: provided that, within the applicable one hundred and eighty (180) 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), or, in the case of a Work Product, either repair or replace the non-conforming Work Product, which may include the delivery of a commercially reasonable workaround for the non-conformity. If Hyland is unable to correct such non-conformity(ies) after a reasonable period of time or determines that repair or replacement of the Work Product is not commercially reasonable, Customer's sole and exclusive remedy shall be to terminate the Services Proposal, in which event Hyland will refund to Customer any portion of the services fees under such Services Proposal relating directly to such non-conforming Professional Services or to the creation and implementation of the non-conforming Work Product, in either case paid prior to the time of such termination..

9.4 Disclaimer of Warranties. Except as expressly set forth above, Hyland makes no warranty or representations regarding any Work Products, information or services provided under this Services Proposal. Hyland disclaims and excludes any and all other express, implied and statutory warranties, including, without limitation, warranties against infringement, the implied warranties of merchantability and fitness for a particular purpose, and warranties that may arise or be deemed to arise from any course of performance, course of dealing or usage of trade. Hyland does not warrant that any services, Work Products provided will satisfy Customer's requirements or are without defect or error, or that the operation of any software provided under this Services Proposal will be uninterrupted. Hyland does not assume any liability whatsoever with respect to any third-party hardware, firmware, software or services.

10. TERMINATION.

10.1 Termination by Either Party. Either party may terminate this Amendment, effective immediately upon written notice to the other party, if the other party has committed a breach of a material provision of this Appendix 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 in accordance with the terms of Section 35 (Termination) of the Agreement.

11. LIMITATIONS OF LIABILITY.

11.1 Liability of the Parties. Either party's respective and cumulative liabilities under this Appendix shall be limited to those under Section 21 (Liability of the Parties) of the Software License Agreement between the City and County of San Francisco and Lexmark Enterprise Software, LLC, (succeeded in interest ultimately by Hyland Software, Inc) dated January 4, 2016, as novated and amended; provided, however, notwithstanding anything to the contrary including any exceptions to Hyland's limits on liability set forth in Section 21 the following shall apply.

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

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, HYLAND'S CUMULATIVE LIABILITY UNDER THIS APPENDIX SHALL BE LIMITED TO SIX TIMES THE VALUE OF THE CONTRACT. HYLAND'S LIABILITY LIMITS APPLICABLE TO THIS APPENDIX SHALL NOT APPLY TO BREACHES OF THIS APPENDIX BY CONTRACTOR RESULTING FROM (1) DAMAGES CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE, RECKLESS CONDUCT OR WILLFUL ACTS OR OMISSIONS, (2) STATUTORY FINES, EXPENSES, DAMAGES CAUSED SOLELY BY CONTRACTOR'S VIOLATION OF FEDERAL, STATE AND/OR LOCAL LAWS, (4) CONTRACTOR'S OBLIGATION TO INDEMNIFY AND DEFEND CITY ARISING UNDER THIS APPENDIX PURSUANT TO THE GENERAL INDEMNIFICATION CLAUSE (LIMITED IN THIS APPENDIX TO TANGIBLE PROPERTY) AND FOR INTELLECTUAL PROPERTY INFRINGEMENT AS SET FORTH IN SECTION 20 OF THE AGREEMENT, AND (5) WRONGFUL DEATH CAUSED BY CONTRACTOR IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS APPENDIX.

12. GENERAL TERMS

12.1. Force Majeure. No failure, delay or default in performance of any obligation of a party to this Services Proposal (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; global or national emergency declarations including health

crises; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This section shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date under this Services Proposal is postponed or extended pursuant to this section for longer than ninety (90) calendar days, Customer, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate Hyland's right to render further performance of services after the effective date of termination; provided, that Customer will be responsible for payment for the services provided by Hyland through the effective date of termination in accordance with the terms of this Schedule.

12.2. Governing Law and Jurisdiction. The formation, interpretation and performance of this Appendix shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Appendix shall be in San Francisco.

12.3 Reserved (Binding Effect and Assignments.)

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