

GUARDIAN DATA MIGRATION STATEMENT OF WORK

This online Statement of Work (“SOW”) defines the goals, scope, and other important details supporting the delivery of Hyland Professional Services to Customer for one (1) or more projects related to the Guardian Data Migration standard services offerings. The offerings to be delivered will be designated and agreed upon between Hyland and Customer within an executed Order Form.

PROJECT AREAS

Data Migration of Paper I-9s into Guardian

Scope

Hyland will provide Professional Services to facilitate Customer’s transition from a Paper I-9 data storage system to the Guardian Electronic I-9 and E-Verify software application (“Guardian”). Hyland will migrate Customer’s historical I-9s, which includes migration of I-9 data fields and Supporting Documents into Guardian along with a detailed analysis of potential errors or omissions (together, the “Services”) as more fully described below.

As part of the Data Migration engagement(s), Hyland will perform the following:

1. Provide a Project Charter that outlines the scope, objectives, critical success factors, assumptions and constraints of the project;
2. Provide project management services to collaborate on the creation of a detailed project plan with the Customer to drive project schedule, milestones, and coordinate the Paper I-9 migration.
 - a. The project plan will account for sufficient time in each phase for the migration of all data and documents;
3. Utilize data entry specialists to transcribe all legible information from the Paper I-9s (sections 1, 2, and 3 of the Form I-9), including data in the I-9 form fields as well as any other text written within the four corners of the I-9 form into Guardian.
4. Perform a quality assurance review of the transcribed data after the transcription has been completed to ensure data has been accurately captured;
 - a. Analyze the employee roster which contains certain biographical and jobsite information, including the employee’s name, social security number, employee ID, date of birth, locations, and other identifying pieces of data; and
 - b. Use the data from the employee roster to:
 - i. Establish a baseline of employees for whom Customer should have an I-9 record (and thereby facilitate Customer’s discovery of missing I-9s); and
 - ii. Assign employee and I-9 records to specific Customer locations and users.
5. Include a scanned image (saved in PDF) of each Paper I-9 that was transcribed as well as scanned images of any Supporting Documents which are attached to the I-9;
6. Migrate a representative sample of data and documents for the purpose of validating and verifying the integrity of the migration process (“Migration Testing”);

- a. Guardian analyzes migrated I-9 data and generates an issue for any potential omission, mistake, or inconsistency detected on a Primary I-9, based on federal I-9 requirements for the specific Form I-9 version utilized.
7. Perform one Migration Testing reiteration when any or all of the following conditions are met:
 - a. Historical I-9 data and/or documents do not successfully import as a result of a defect in the Hyland migration process;
 - b. Historical I-9 data and/or documents do not meet the migration requirements as documented within the Requirements Document;
8. Deliver migration reporting; accounting for the total I-9's and Section 3's received and imported:
 - a. Stats Report, detailing the migration outcome;
 - b. Audit Report, detailing omissions, mistakes, or inconsistencies detected in Guardian for the Primary I-9 documents; and
 - i. Primary I-9 documents account for the most recent I-9 document for each employee in the system.
9. At the end of the project, Hyland will destroy all source data and files provided to Hyland in fulfillment of this engagement, including but not limited to copies of all Paper I-9s, Supporting Documents, and employee roster files (together, "Source Data") once such Source Data is no longer needed by Hyland for the Services or any related projects such as I-9 remediation.

Assumptions

This project is based on 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 migration includes up to the number of Paper I-9s and Section 3 records indicated on an executed Order Form;
 - a. Estimate allows for 10% of variance in document volume.
2. Customer will be responsible for coordinating and completing the compilation of historical Paper I-9 documents;
 - a. I-9s received as part of a Paper I-9 migration must not contain any extraneous pages or information (including the Form I-9 instructions);
 - b. Upon request, Hyland will remove the extraneous pages prior to inputting into Guardian for an addition fee; and
 - c. I-9 documents will be provided for the migration as dictated by the Project Schedule.
3. Supporting documents will not exceed an average of more than five (5) pages per I-9;
4. Migrated Paper I-9 data is accepted by Hyland on an "as-is" and "as submitted" basis. Customer is fully responsible for ensuring that migrated Paper I-9s are correct according to government compliance standards. As such, these migrated pieces of data are subject to verification by Customer and should not be relied upon prior to verification by Customer; and
5. The migration will be performed in a single phase, except as otherwise stated in an agreed upon project plan.
 - a. Import Customer's I-9 data into Customer's Guardian production environment upon receiving Customer's written approval;
 - b. Corresponding "archival I-9" record will be associated with an employee record based on the social security number or other unique identifier located on the I-9.
 - i. Multiple I-9s for a given employee will each be associated with one I-9 employee record (provided that each I-9 has the same unique employee

- identifiers) and designate the most recent as the "Primary I-9" for the employee.
- c. Corresponding I-9 Section 3 entries will be associated with the archival I-9 (each of which constitutes an I-9 for billing purposes).
 - i. The most recent Section 3 entry will determine reverification deadlines and reminders by default; and
 - ii. If Hyland is unable to associate a Section 3 entry with a particular I-9, Hyland will notify Customer.

Exclusions

- 1. Remediation work required to bring historical I-9s into compliance, such engagement to be documented in a separate scope of work;
- 2. Creation of I-9s for employees whose I-9 was not originally provided;
- 3. Legal guidance from Hyland on how to correct or remediate I-9 issues – all such advice to be provided by Customer;
- 4. Review of any corrections or notations on Paper I-9s sent by Customer; and
- 5. Legal audit of all historical I-9s to ensure compliance standards;
 - a. Migrated data, even once it is accessible by Customer, may still require review and classification as to completeness, specific usability, and compliance standards.

Deliverables

Deliverable
Project Charter
Requirements Document
Sample Migration
Go-Live Plan
Reconciliation Report
Project Closure Information

Data Migration of Electronic I-9s into Guardian

Scope

Hyland will provide Professional Services to facilitate Customer's transition from an Electronic I-9 data storage system to Guardian. Hyland will migrate Customer's historical Electronic I-9s, which includes migration of I-9 data fields and Supporting Documents into Guardian along with a detailed analysis of potential errors or omissions (together, the "Services") as more fully described below.

1. Provide a Project Charter that outlines the scope, objectives, critical success factors, assumptions and constraints of the project;
2. Provide project management services to collaborate on the creation of a detailed project plan with the Customer in order to drive project schedule, milestones and coordinate the Electronic I-9 migration.
 - a. The project plan will account for sufficient time in each phase for the migration of all data and documents;
3. Analyze the electronic files provided from Customer's prior electronic system, determine the appropriate field level mapping, and import all relevant and useable I-9 Data into Guardian through a defined data exchange process.
 - a. Field level mapping will specify the field name, description, data type, length, and other constructs of all required and optional I-9 fields which can be imported into Guardian ("I-9 Data");
4. Perform a quality assurance review of the I-9 Data to ensure data has been accurately captured;
 - a. Analyze the employee roster which contains certain biographical and jobsite information, including the employee's name, social security number, employee ID, date of birth, locations, and other identifying pieces of data; and
 - b. Use the data from the employee roster to:
 - i. Establish a baseline of employees for whom Customer should have an I-9 record (and thereby facilitate Customer's discovery of missing I-9s); and
 - ii. Assign employee and I-9 records to specific Customer locations and users.
5. Provide reasonable assistance to Customer to identify any inconsistencies or abnormalities in the way the I-9 Data has been stored or retained and seek input and feedback from Customer with respect to how the migrated records should be reflected in Guardian;
6. Migrate a representative sampling of data and documents for the purpose of validating and verifying the integrity of the migration process ("Migration Testing");
 - a. Guardian analyzes migrated I-9 data and generates an issue for any potential omission, mistake, or inconsistency detected on a Primary I-9, based on federal I-9 requirements for the specific Form I-9 version utilized.
7. Perform one Migration Testing reiteration when any or all of the following conditions are met:
 - a. Historical I-9 data and/or documents do not successfully import as a result of a defect in the Hyland migration process;
 - b. Historical I-9 data and/or documents do not meet the migration requirements as documented within the Requirements Document;
8. Upload and maintain scanned images of any I-9 Supporting Documents which are tagged with a unique identifier or otherwise logically associated with the historical Electronic I-9 to which they are associated;

9. Upload Audit Trails provided by Customer to each Electronic I-9 migrated into Guardian as a Supporting Document, which shall be accessible and made available to Customer in the event of an audit;
 - a. Audit trails will be provided by the Customer in a one-time bulk delivery prior to the demo and data migration.
10. Deliver migration reporting; accounting for the total I-9's and Section 3's received and imported:
 - a. Stats Report, detailing the migration outcome;
 - b. Audit Report, detailing omissions, mistakes, or inconsistencies detected in Guardian for the Primary I-9 documents; and
 - i. Primary I-9 documents account for the most recent I-9 document for each employee in the system.
11. At the end of the project, Hyland will destroy all source data and files provided to Hyland in fulfillment of this engagement, including but not limited to copies of all Electronic I-9s, Supporting Documents, and employee roster files (together, "Source Data") once such Source Data is no longer needed by Hyland for the Services or any related projects such as I-9 remediation.

Assumptions

This project is based on 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 migration includes up to the number of Electronic I-9s and Section 3 records indicated on an executed Order Form;
 - a. Estimate allows for 10% of variance in document volume.
2. Customer will be responsible for coordinating and completing the compilation of Electronic I-9 documents;
 - a. I-9 Images received as part of a paper I-9 migration must not contain any extraneous pages or information (including the Form I-9 instructions);
 - b. Upon request, Hyland will remove the extraneous pages prior to inputting into Guardian for an addition fee; and
 - c. I-9 documents will be provided for the migration as dictated by the Project Schedule.
3. Customer is responsible for the delivery of historical Electronic I-9 data to Hyland in agreement per the Data Delivery Specification;
 - a. Historical I-9 data and documents will be provided in accordance with mutually agreed upon specifications; and
 - b. I-9 data and documents will be provided for the migration as dictated by the Project Schedule;
4. Customer is responsible for the delivery of the Audit Trail for each Electronic I-9 sent for migration, which is tagged with a unique identifier or otherwise logically associated with the historical Electronic I-9 to which it is associated.
5. Customer consents to Hyland removing password protection from the I-9 images so that Customer can amend Electronic I-9s as needed in Guardian for compliance purposes.
6. The migration will be performed in a single phase, except as otherwise stated in an agreed upon project plan.
 - a. Import Customer's I-9 data into Customer's Guardian production environment upon receiving Customer's written approval;

- b. Corresponding “archival I-9” record will be associated with an employee record based on the social security number or other unique identifier located on the I-9.
 - i. Multiple I-9s for a given employee will each be associated with one I-9 employee record (provided that each I-9 has the same unique employee identifiers) and designate the most recent as the “Primary I-9” for the employee.
- c. Corresponding I-9 Section 3 entries will be associated with the archival I-9 (each of which constitutes an I-9 for billing purposes).
 - i. The most recent Section 3 entry will determine reverification deadlines and reminders by default; and
 - ii. If Hyland is unable to associate a Section 3 entry with a particular I-9, Hyland will notify the Customer.

Exclusions

1. Remediation work required to bring historical I-9s into compliance, such engagement to be documented in a separate scope of work;
2. Fee associated with the creation of new Electronic I-9 records in Guardian, which may be required based on Customer’s audit review of migrated historical I-9s;
3. Creation of I-9s for employees whose I-9 was not originally provided;
4. Legal guidance from Hyland on how to correct or remediate I-9 issues – all such advice to be provided by Customer;
5. Legal audit of all historical I-9s to ensure compliance standards; and
 - a. Migrated data, even once it is accessible by Customer, may still require review and classification as to completeness, specific usability, and compliance standards.
6. Additional analysis, evaluation, or mapping of historical Electronic I-9 data that does not meet the requirements of the data mapping file.

Deliverables

Deliverable
Project Charter
Requirements Document
Sample Migration
Go-Live Plan
Reconciliation Report
Project Closure Information

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.

Paper I-9 Data Migration

Deliverable
Receipt of I-9 Documents and Data
Delivered per Hyland specifications.
Complete Transcription
Transcribed limited dataset of information to facilitate the identification, retrieval and reverification (as applicable) of the migrated records.
Sample Migration
Sample documents loaded into test environment.
Production Import
Detailed plan for the Production Migration; and
Includes activities, owners, and dates/timing as well as change control procedures and key dependencies.
Project Closure Information
Signifies completion of activity on the migration project.

Electronic I-9 Data Migration

Deliverable
Receipt of I-9 Documents and Data
Delivered per Hyland specifications.
Sample Migration
Sample documents loaded into test environment.
Production Import
Detailed plan for the Production Migration; and
Includes activities, owners, and dates/timing as well as change control procedures and key dependencies.
Project Closure Information
Signifies completion of activity on the migration project.

KEY ASSUMPTIONS

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

1. Services start date is subject to a mutually agreed upon schedule after execution of an Order Form;
2. Professional Services will be delivered utilizing Hyland's standard implementation methodology;

3. 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; Customer recognizes that the Hyland Resources execute several projects simultaneously and are not exclusively dedicated Customer resources;
4. Upon mutual agreement between Hyland and Customer, the Requirements Document (RD) replaces any previous form of scope or solution proposal and becomes the then current project scope. Any changes to the scope per the RD may require review and re-estimation of the work effort, timeline, and pricing to deliver, and, based on such review and re-estimation, Hyland will determine whether the Project Change Control Process is required;
5. Each project is intended to be implemented in a timeframe of contiguous weeks. Scheduling delays that impact the project timeline will result in changes to project costs;
6. 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
7. If necessary after execution, an Order Form or corresponding agreement can be adjusted in scope, or a new agreement issued, following the Project Change Control Process included in this document.
 - a. Items encountered along the way and not expressly covered by the scope may either be excluded or handled under an alternative change order.
 - b. Undue Customer delays or rework of effort may also lead to a change order. These include but are not limited to the following:
 - i. Significant increases in the time as allotted by the agreed upon project schedule;
 - ii. Conducting additional training sessions, additions (or extensions) of resources for any of the project activities;
 - iii. Unavailability of Customer's project team, subject matter experts or third-party vendor resources at the mutually agreed upon time and location;
 - iv. Cancelling or changing any of the agreed upon scheduled project plan events without two (2) weeks' notice, communicated in email to the Hyland project manager.

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.

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.
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 herein;
 - b. Participate in scheduled meetings and provide timely feedback when questions arise throughout the project; and
 - c. Coordinating all necessary tasks and communications needed for the Services.
 - d. Customer recognizes that the Hyland Project Manager manages several projects simultaneously and is thus not an exclusively dedicated Customer resource.
3. 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).
4. Customer will make reasonable efforts to maintain consistent resources throughout the project(s):
 - a. Any anticipated changes to the core team must be communicated in writing within five (5) business days unless termination or illness is the result of the change.

Project Management

1. Customer will review all deliverables in accordance to the agreed upon plan. Failure to respond where needed within the designated timelines may result in project delays, loss of resources, and incorporation of the Project Change Control Process;
2. 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
3. Customer will provide approval for applicable deliverables within ten (10) business days.

Customer Data

Paper I-9 Data Migration

1. Customer agrees to follow Hyland instruction for sending historical I-9 records to Hyland.
 - a. All paper I-9s will be migrated to Hyland in as few Batches as possible. Unless otherwise agreed to by Hyland, Customer shall adhere to the following Batch requirements with respect to the sending of I-9 files.

- For migrations of 10,000 or fewer Paper I-9s, Customer agrees to send all Paper I-9s and attached Supporting Documents to Hyland in one Batch; and
 - For migrations totaling more than 10,000 Paper I-9s, Customer may send multiple batches (as applicable). Provided that each subsequent batch contains at least 10,000 I-9s or the remaining number of I-9s to be migrated, whichever is less.
 - b. If Customer does not adhere to the Batch requirements specified above, Hyland may in its sole discretion:
 - Accept the Batches to accommodate Customer's business need without further charge; or
 - Accept the Batches and assess additional charges to Customer to account for the administrative time and overhead costs.
 - c. In the event Customer sends more than one Batch of I-9 files to Hyland, Hyland will consider the additional Batches of I-9s to be part of the same project (i.e., Hyland will only perform one data migration and remediation cycle on all Batches received). Notwithstanding the above, Hyland may, in its sole discretion, treat an additional Batch of I-9s as a separate project (performing a separate data migration and remediation cycle for the Batch in question), which is subject to the same services, deliverables, and per I-9 pricing specified herein. Hyland shall notify Customer in writing (delivery of which may be made by email) if Hyland intends to treat an additional Batch of I-9s as a separate project as set forth above.
2. Customer is solely responsible for maintaining back-up copies of Source Data provided to Hyland, and Hyland will not return Source Data to Customer. Requests by Customer for Hyland to: (a) Maintain copies of Source Data beyond the timeline stated above; or (b) return Source data to Customer via courier or through electronic transfer will result in additional charges to Customer.
 3. Customer will provide ALL Historical Paper I-9s and Supporting Documents within six (6) months from contract execution. If Customer is unable to send ALL historical I-9s within this 6-month time period, Hyland may at its sole discretion consider the Services to be terminated by Customer, and retain all fees paid by Customer in connection therewith;
 - a. Historical I-9s received by Hyland prior to the expiration date will be migrated under the terms and conditions set forth herein; and
 - b. Historical I-9s sent to Hyland after the expiration date may require a change order at Hyland's discretion and will be subject to Hyland's I-9 data migration rates then in effect.
 4. Customer agrees to send all historical Paper I-9 files to Hyland in digital format (i.e., scanned and uploaded to a secure location) according to Hyland instructions provided during project kick-off;
 - a. If Customer sends I-9s to Hyland in Paper format, Hyland may in its sole discretion assess additional charges and fees to Customer to account for the administrative time and expense of handling the Paper records and scanning the I-9s into the required electronic format; and
 - b. It is recommended that the Paper format is a copy of the original record. Hyland will not be responsible for providing the paper format back to the customer in a timely fashion if required for an audit.
 5. Customer will provide Employee Roster from Customer's HR information system (HRIS) or similar application. This is used to create employee profiles in Guardian along with performing a comparison of individuals who are expected to have an I-9 against the historical I-9s provided;
 6. Customer will provide E-Verify data, if applicable;

Electronic I-9 Data Migration

1. Customer agrees to follow Hyland instruction for sending historical Electronic I-9 records to Hyland.
 - a. All Electronic I-9s will be migrated to Hyland in as few Batches as possible. Unless otherwise agreed to by Hyland, Customer shall adhere to the following Batch requirements with respect to the sending of Electronic I-9 files.
 - i. For migrations of 10,000 or fewer Electronic I-9s, Customer agrees to send all Electronic I-9s and attached Supporting Documents to Hyland in one Batch; and
 - ii. For migrations totaling more than 10,000 Electronic I-9s, Customer may send multiple batches (as applicable). Provided that each subsequent batch contains at least 10,000 I-9s or the remaining number of I-9s to be migrated, whichever is less.
 - b. If Customer does not adhere to the Batch requirements specified above, Hyland may in its sole discretion:
 - i. Accept the Batches to accommodate Customer's business need without further charge; or
 - ii. Accept the Batches and assess additional charges to Customer to account for the administrative time and overhead costs.
 - c. In the event Customer sends more than one Batch of Electronic I-9 files to Hyland, Hyland will consider the additional Batches of Electronic I-9s to be part of the same project (i.e., Hyland will only perform one data migration and remediation cycle on all Batches received). Notwithstanding the above, Hyland may, in its sole discretion, treat an additional Batch of Electronic I-9s as a separate project (performing a separate data migration and remediation cycle for the Batch in question), which is subject to the same services, deliverables, and per I-9 pricing specified herein. Hyland shall notify Customer in writing (delivery of which may be made by email) if Hyland intends to treat an additional Batch of I-9s as a separate project as set forth above.
2. Customer is solely responsible for maintaining back-up copies of Source Data provided to Hyland, and Hyland will not return Source Data to Customer. Requests by Customer for Hyland to: (a) Maintain copies of Source Data beyond the timeline stated above; or (b) return Source data to Customer via courier or through electronic transfer will result in additional charges to Customer.
3. Customer will provide ALL Historical Electronic I-9s and Supporting Documents within six (6) months from contract execution. If Customer is unable to send ALL historical I-9s within this 6-month time period, Hyland may at its sole discretion consider the Services to be terminated by Customer, and retain all fees paid by Customer in connection therewith;
 - a. Historical Electronic I-9s received by Hyland prior to the expiration date will be migrated under the terms and conditions set forth herein; and
 - b. Historical Electronic I-9s sent to Hyland after the expiration date may require a change order at Hyland's discretion and will be subject to Hyland's I-9 data migration rates then in effect.
4. Customer shall generate or request its prior Electronic I-9 provider to generate an export file of the I-9 Data from its historical Electronic I-9s which meets the requirements of the data mapping file provided by Hyland;
 - a. If Customer is unable to provide Hyland with the I-9 Data, Customer may either:

- i. Request that Hyland treat these records as “Paper I-9,” which require a full data transcription of all fields, at the costs and fees set forth in the Order Form for Paper I-9s; or
 - ii. Accept the migration of Electronic I-9s with a limited dataset may not satisfy government compliance standards, and may trigger errors in the Guardian system which will need to be addressed or manually exempted by Customer.
5. Customer will provide the Form I-9 hardcopy representation (hereinafter, “I-9 Image”) of each I-9 electronically generated in the prior system, which bears a specific Form I-9 version date;
 - a. Electronic I-9s that do not have I-9 Images may be insufficient and deemed invalid by ICE upon inspection.
6. Customer will provide the Audit Trail for each Electronic I-9 sent for migration, which is tagged with a unique identifier or otherwise logically associated with the historical Electronic I-9 to which it is associated;
 - a. Electronic I-9s that do not have Audit Trials may be insufficient and deemed invalid by ICE upon inspection.
7. Customer will provide Employee Roster from Customer’s HR information system (HRIS) or similar application. This is used to create employee profiles in Guardian along with performing a comparison of individuals who are expected to have an I-9 against the historical I-9s provided;
8. Customer will provide E-Verify data, if applicable.

Testing/Training

1. Hyland will provide an e-learning module that explains the tools within Guardian for correcting or exempting I-9 issues;
2. Hyland will demonstrate how the migrated I-9s appear within the Guardian Test Site; and
3. Hyland provides an I-9 audit report to assist Customer in testing / validating the migrated I-9s.
4. Customer reviews data in the Test Site and provides written approval to Hyland (delivery of which may be made by email) to move the data into Customer’s Guardian production environment. Migrated data, even once it is accessible by Customer, may still require review and classification as to completeness, specific usability, and compliance standards.

CHANGE ORDER PROCESS

Requested changes to this SOW will be managed using the Project Change Control Process outlined below. If any party believes that a change 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 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.

Customer and Hyland will fully execute the Change Order prior to the requested changes taking effect. Customer and Hyland acknowledge that this may affect Professional Services, timelines and deliverables, and therefore will make reasonable efforts to execute any changes with enough lead-time to minimize the influence on the project.

If the parties cannot agree upon the need or content for any Change Order, the revised or additional Professional Services shall not be performed.

PRICING

Pricing Assumptions

The pricing set forth in the executed Order Form referencing this SOW was created using the following assumptions:

1. Hyland has made its best effort to provide a fair and accurate assumption of effort based on all information available and the scope known to date.
2. The above cost includes estimated Professional Services fees anticipated to complete the project(s) successfully.
3. For Paper I-9 and Electronic I-9 migrations, the per I-9 fee specified in the executed Order Form ("I-9 Migration Fee") covers the migration of data from sections 1 and 2 of each Form I-9, which may be one or two pages depending on the specific form version. If an I-9 contains information recorded in section 3 of the form (for purposes of rehire, reverification, or update), Hyland will assess an additional I-9 Migration Fee to account for the migration and storage of the section 3 in Guardian. The I-9 Migration Fee excludes Supporting Documents which are charged separately. In addition, the Services described herein are performed on each and every I-9 record that is sent from Customer to Hyland. Therefore, any I-9 record sent to Hyland will incur the I-9 Migration Fee quoted in the Order Form, regardless of whether or not the I-9 is eventually migrated into Guardian or otherwise excluded or deleted by Customer.
4. The fixed fees specified on the executed Order Form were 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 Contract, or (c) reasonably unforeseen technical or system limitations exist or arise, and any of such causes materially and adversely affect the performance of the Professional Services, this fixed fees shall be adjusted equitably to reflect the impacts of such circumstances following the Project Change Control Process.

DEFINITIONS

Archival I-9: Designates an I-9 that was initially completed outside of Guardian.

Audit Trail: Secure and permanent record of all changes made to an Electronic I-9, including when the Electronic I-9 was created, completed, updated, modified, altered or corrected, and the corresponding date of access, identity of the individual who accessed the electronic record, and the particular action taken.

Electronic I-9: Form I-9 that was generated in an alternative electronic I-9 software platform, for which Customer also has the underlying Form I-9 metadata, electronic signatures, and Audit Trail records.

Paper I-9: Form I-9 that is stored in Paper format or a scanned image of a Form I-9 that is stored as a flat file without all the underlying Form I-9 data elements included.

Supporting Document: Copy or scan of the identity and employment authorization document(s) presented by an employee in connection with the completion of a Form I-9 (e.g. driver's license, social security card, US passport, etc.).

Test Site: Guardian demonstration account for testing the Services to ensure conformance with the specifications and business requirements.