

GUARDIAN REMEDIATION 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

Remediation of Migrated I-9s

Scope

Hyland will provide Professional Services to facilitate Customer’s remediation of paper and/or electronic I-9 data previously migrated into the Guardian Electronic I-9 and E-Verify system (“Guardian”). Hyland will perform certain automated tasks set forth in this SOW, which includes the analysis of error types detected in Customer’s I-9s; organization of I-9 records into defined remediation steps; large-scale data changes in select fields of the Form I-9 in order to correct or exempt mistakes; and the targeted mass sending of emails from Guardian to employees who need to provide additional information or documentation (together, the “Services”) as more fully described below.

1. Provide Customer with a Remediation Questionnaire which enables Customer to designate how each type of I-9 issue reported by Guardian should be addressed;
 - a. Provide Customer with “best practice” recommendation for resolving each type of error;
2. Deliver a Remediation Break Down Report, providing a recommended solution to I-9 issues.
 - a. Recommended actions are based on Customer’s responses to the remediation questionnaire;
 - b. Remediation options include exempt, Section 1 nomination, Section 2 or 3 amendment, manual review, and new I-9;
 - c. Provide Customer with sample explanatory notes for exempted issues which can be programmatically inserted as an Audit Note for each affected I-9.
3. Perform automated remediation activities on Customer’s migrated I-9s:
 - a. I-9 issue exemptions and Audit Notes;
 - b. Nominations to Section 1;
 - c. Amendments to Section 2 and 3;
 - d. Creation of new I-9s; and
 - e. Mass sending of emails to affected employees.

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. Customer will designate how each type of I-9 issue reported by Hyland will be addressed by completing a Remediation Questionnaire;
2. Customer is solely responsible for choosing the appropriate remediation choice;
 - a) Customer's use of legal counsel is recommended;
3. The following fields on the Form I-9 may be programmatically corrected through "large scale" amendments by Hyland:
 - a) Section 2: Employee Info from Section 1 (Last Name, First Name, MI, Citizenship/Immigration Status); Employee's first day of employment (mm/dd/yyyy); Section 2 sign date (specifically, inserting date of correction); Name of Employer or Authorized Representative; Employer's Business or Organization Name; Employer's Business or Organization Address; and
 - b) Section 3: Name of Employer or Authorized Representative; Section 3 sign date (specifically, inserting date of correction)
4. Customer is responsible for reviewing the Remediation Decision Results, including the sample explanatory notes, and providing Hyland with the following:
 - a) Confirmation of the amendments, nominations, exemptions, new I-9s, and manual review determination;
 - b) Amended data to be inserted in the fields referenced above;
 - c) Authorization for Hyland to approve certain amendments on Customer's behalf (if desired);
 - d) Confirmation of explanatory notes with boilerplate text (i.e., not specific to any one employee) to be included with exempted issues; and
 - e) For nominations and new I-9s, indicating whether Guardian should send automated "action needed" emails to affected employees at the same time the nomination or new I-9 is created as part of this project.
5. Customer is responsible for reviewing the amended I-9s in Guarding and "Approving" each amendment before it becomes final and the user's initials are attached to the I-9;
 - a) Customer may authorize Hyland to perform this approval step on Customer's behalf;
 - b) If Customer desires to manually review and approve each I-9 at a later time, Customer may do so.

Exclusions

1. Legal guidance from Hyland on how to correct or remediate I-9 issues – all such advice to be provided by Customer's counsel or decided internally by Customer; and
2. Creation of any additional amendments, exceptions, or annotations on migrated I-9s after the automated remediation activities have been completed.

Deliverables

Deliverable
Remediation Decision Results
Remediation Input
Remediation Activities Initiated within Software

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.

Remediation

Deliverable
Remediation Decision Results
Report of employees that require certain action based on Remediation Choices.
Remediation Input
Confirmation of the amendments, nominations, exemptions, new I-9s, and manual review determinations;
Amended data to be inserted in the fields referenced above;
Authorization for Hyland to approve certain amendments on Customer's behalf (if desired);
Confirmation of explanatory notes with boilerplate rest (i.e., note specific to any one employee) to be included with exempted issues; and
For nominations and new I-9s, indicating whether Guardian should send automated "action needed" emails to affected employees at the same time the nomination or new I-9 is created as part of this project.
Remediation Activities within Software
Automated remediation activities.

KEY ASSUMPTIONS

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

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.

Testing/Training

1. Hyland will provide an e-learning module that explains the tools within Guardian for correcting or exempting I-9 issues.

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. The per I-9 remediation fee specified in the executed Order Form, unless otherwise indicated, covers the analysis, categorization, and potential remediation of each and every I-9 historical record that was previously migrated into Guardian by Hyland on behalf of Customer. Therefore, any I-9 record analyzed by Hyland as part of the remediation project, will incur such fee, regardless of whether or not the I-9 is eventually remediated in 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.