

# GUARDIAN IMPLEMENTATION SERVICES 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 Software 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

### Guardian Implementation

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#### Scope

Hyland will provide Professional Services to Customer to implement the Guardian Electronic I-9 and E-Verify Solution (“Guardian”), which enables employers to electronically complete the Form I-9 and E-Verify process, manage I-9 and related E-Verify deadlines, and detect and remediate prior I-9 compliance mistakes.

As part of implementation, Hyland will:

1. Setup the base Guardian system for the following:
  - A. Customer legal entities;
  - B. Customer locations;
  - C. Default email templates; and
  - D. Users, roles, and permissions, based on Customer specifications.
2. Review the following within the Guardian system to enable Customer to configure and/or make updates:
  - A. System setup (related to above);
  - B. Administrator settings;
  - C. Custom notifications; and
  - D. Compliance reports.
3. Enable submission of I-9s from Guardian system to the federal government’s E-Verify system for one (1) or more legal entities, as indicated on an Order Form:
  - A. Create subaccount for each requested legal entity in the E-Verify system;
  - B. Generate and deliver E-Verify Memoranda of Understanding (MOU) with the Department of Homeland Security (DHS) for each subaccount; and
  - C. Configure Guardian to utilize the E-Verify account(s) at one (1) or more locations.
4. Setup the integration to PAN remote I-9 completion services, if and as selected on an Order Form.

Additionally, Hyland will train Customer administrators and end users on the Guardian Software solution. Training will be delivered in up to five (5) webinar sessions to cover the following topics:

1. Administrative options and preferences;
2. General use of the Software to create and manage I-9s;
3. E-Verify (if applicable), including general use, employer responsibilities, basic requirements and compliance steps, and various E-Verify submission scenarios;

4. PAN Integration (if applicable); and
5. Location Manager (if applicable).

## Assumptions

This scope 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 cost and timeline to deliver:

1. Hyland will provide up to thirty (30) hours to implement the base solution and provide additional consulting/support for project status calls and all methodology-related activities required to enable the solution to go live;
2. Customer will provide the necessary information required for the implementation including but not limited to Customer-specific legal entities, locations, notification needs, and user accounts;
3. As part of E-Verify setup (if applicable), Customer will provide basic employer information to Hyland for subaccount setup and sign a MOU for each legal entity;
4. Customer will secure training resources ensuring that all users participating will have the proper workstations and/or materials, as set forth by the Hyland project team. If these provisions are not met, Hyland has the right to cancel and reschedule training;
5. Each training session will be up to ninety (90) minutes in duration; and
6. Upon written request and Hyland approval, Customer will have the right to record the training provided by Hyland and to use such recordings for internal training; provided, however, that Customer agrees to restrict access to authorized users only.

## Exclusions

The following items are considered out of scope:

1. Customizations beyond those listed in scope above; and
2. Onsite training.

## Deliverables

Deliverable
Project Plan
Software Solution
Training Agenda

## Integration HUB (If applicable)

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Hyland enables Guardian customers to access and deploy a host of integration options with the Guardian application in order to facilitate the timely completion and management of Customer's new hire I-9 and E-Verify records. The Integrations are available through a subscription-based service called the Integration Hub, offered in three (3) available tiers of service.

Based on the Integration Hub tier selected in an applicable Order Form, Hyland will provide Professional Services to Customer to integrate Customer's human resources applications (HR systems) to the Guardian Software as set forth below.

## Integration HUB (Tier 1)

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### Scope

If Customer selects Integration Hub Tier 1 in an applicable Order Form, Hyland will provide the following Professional Services to Customer to integrate Customer's human resources application (HR system) to the Guardian Software.

As part of the services, Hyland will:

1. Setup data feeds for the following available data sets as requested by Customer:
  - A. New Hire/Rehire;
  - B. Employee Update;
  - C. Employee Termination;
  - D. Location Add/Update;
  - E. User Add/Update;
  - F. Group Add/Update;
  - G. Custom Fields Add; and
  - H. XML Alerts.
2. Configure unique SFTP accounts for the non-production and production environments; and
3. Enable PGP encryption (if required).

### Assumptions

This scope 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 cost and timeline to deliver:

1. Hyland will provide up to thirty (30) hours to implement the integrations;
2. Software will integrate with one (1) Customer HR system;
3. Data sharing will occur in a one (1) way direction (i.e., either to or from Software) for each data set;
4. Data feeds will be flat file (CSV or TSV) and conform to the specifications provided by Hyland;
5. The SFTP accounts will be physically separate for each environment and will use either basic or SSH-key authentication;
6. Customer will provide the data feeds to the SFTP locations, data will be accepted "as-is", and Customer will ensure the integrity and accuracy of the integrated data; and

7. Customer will regularly monitor the data feed logs for errors and repair any as needed on an ongoing basis.

## Exclusions

The following items are considered out of scope:

1. Configuration by Hyland within Customer's HR system including generation of flat files;
2. Use of Guardian's web services (API) for transmitting data;
3. Use of Customer's SFTP site for transmitting data;
4. Use of insecure methods for transmitting data;
5. Use of flat file types other than CSV or TSV;
6. Manual file uploads by Hyland;
7. Post-implementation monitoring of the integrations by Hyland; and
8. Custom programming (e.g., data translations).

## Deliverables

Deliverables
Solution Design Document

## Integration HUB (Tier 2)

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### Scope

If Customer selects Integration Hub Tier 2 in an applicable Order Form, Hyland will provide the following Professional Services to Customer to integrate Customer's identity management application (IdP system) and human resources applications (HR systems) to the Guardian Software.

As part of the services, Hyland will:

1. Deliver the following related to Single Sign-On (SSO) as requested by Customer:
  - A. Configure Service Provider initiated (preferred) or Identify Provider initiated SSO; and
  - B. Upload NameID identifiers to user records.
2. Deliver the following related to flat file data feeds as requested by Customer:
  - A. Setup data feeds for the following data sets:
    - i. New Hire/Rehire;
    - ii. Employee Update;
    - iii. Employee Termination;
    - iv. Location Add/Update;
    - v. User Add/Update;
    - vi. Group Add/Update;
    - vii. Custom Fields Add; and
    - viii. XML Alerts.
  - B. Configure unique SFTP accounts for the non-production and production environments; and
  - C. Enable PGP encryption (if required).

### Assumptions

This scope 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 cost and timeline to deliver:

1. Hyland will provide up to forty (40) hours to implement the integrations;
2. SSO, if requested by Customer:
  - A. Software will integrate with one (1) IdP system as the SSO data;
  - B. Customer will perform all configuration required within the IdP system;
  - C. SAML assertions will conform to the SAML 2.0 standard;
  - D. SAML assertions will include a unique identifier (i.e., NameID) for each user;
  - E. Customer will provide SAML-compliant metadata;
  - F. SSO login URL will be unique to Guardian account; and
  - G. Customer will perform ongoing user management post go-live. User management may be handled by a data feed managed by Customer.
3. Data feeds, if requested by Customer:
  - A. Software will integrate with up to three (3) Customer HR systems;
  - B. Data sharing will occur in a one (1) way direction (i.e., either to or from Software) for each data set;
  - C. Data feeds will be flat file (CSV or TSV) and conform to the specifications provided by Hyland;

- D. The SFTP accounts will be physically separate for each environment and will use either basic or SSH-key authentication;
- E. Customer will provide the data feeds to the SFTP locations, data will be accepted “as-is”, and Customer will ensure the integrity and accuracy of the integrated data; and
- F. Customer will regularly monitor the data feed logs for errors and repair any as needed on an ongoing basis.

## Exclusions

The following items are considered out of scope:

- 1. Configuration by Hyland within Customer’s IdP system;
- 2. Non-SAML compliant SSO;
- 3. Post-implementation user record management by Hyland;
- 4. Configuration by Hyland within Customer’s HR system(s) including generation of flat files;
- 5. Use of Guardian’s web services (API) for transmitting data;
- 6. Use of Customer’s SFTP site for transmitting data;
- 7. Use of insecure methods for transmitting data;
- 8. Use of flat file types other than CSV or TSV;
- 9. Manual file uploads by Hyland;
- 10. Post-implementation monitoring of the integrations by Hyland; and
- 11. Custom programming (e.g., data translations).

## Deliverables

Deliverables
Solution Design Document

## Integration HUB (Tier 3)

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### Scope

If Customer selects Integration Hub Tier 3 in an applicable Order Form, Hyland will provide the following Professional Services to Customer to integrate Customer's identity management application (IdP system) and human resources application (HR systems) to the Guardian Software.

As part of the services, Hyland will:

1. Deliver the following related to Single Sign-On (SSO) as requested by Customer:
  - A. Configure Service Provider initiated (preferred) or Identify Provider initiated SSO; and
  - B. Upload NameID identifiers to user records.
2. Deliver the following related to flat file data feeds as requested by Customer:
  - A. Setup data feeds for the following data sets:
    - i. New Hire/Rehire;
    - ii. Employee Update;
    - iii. Employee Termination;
    - iv. Location Add/Update;
    - v. User Add/Update;
    - vi. Group Add/Update;
    - vii. Custom Fields Add; and
    - viii. XML Alerts.
  - B. Configure unique SFTP accounts for the non-production and production environments; and
  - C. Enable PGP encryption (if required).
3. Setup REST API integrations to include the following endpoints as requested by Customer:
  - A. "Integrated I-9" for onboarding workflows;
  - B. Employee POST, PATCH, GET for new hire/rehire, data updates, and terminations;
  - C. I-9 GET;
  - D. Location POST, PATCH, GET;
  - E. User POST, PATCH, GET;
  - F. Group POST, GET;
  - G. Custom Fields POST, GET (up to eight (8));
  - H. Legal Entity GET; and
  - I. I-9 Status Updates.
4. Setup the following pre-packaged API integrations as requested by Customer:
  - A. iCIMS integration for New Hire/Rehire;
  - B. Taleo Enterprise Edition integration for New Hire/Rehire; and
  - C. OnBase document integration.

### Assumptions

This scope 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 cost and timeline to deliver:

1. Hyland will provide up to sixty (60) hours to implement the integrations;

2. Software will integrate with up to six (6) Customer HR systems for the data feeds and API integrations;
3. SSO:
  - A. Software will integrate with one (1) IdP system as the SSO data source;
  - B. Customer will perform all configuration required within the IdP system;
  - C. SAML assertions will conform to the SAML 2.0 standard;
  - D. SAML assertions will include a unique identifier (i.e., NameID) for each user;
  - E. Customer will provide SAML-compliant metadata;
  - F. SSO login URL will be unique to Guardian account; and
  - G. Customer will perform ongoing user management post go-live. User management may be handled by a data feed managed by Customer.
4. Data feeds:
  - A. Data sharing will occur in a one (1) way direction (i.e., either to or from Software) for each data set;
  - B. Data feeds will be flat file (CSV or TSV) and conform to the specifications provided by Hyland;
  - C. The SFTP accounts will be physically separate for each environment and will use either basic or SSH-key authentication;
  - D. Customer will provide the data feeds to the SFTP locations, data will be accepted “as-is”, and Customer will ensure the integrity and accuracy of the integrated data; and
  - E. Customer will regularly monitor the data feed logs for errors and repair any as needed on an ongoing basis.
5. API:
  - A. Integrations are limited to two (2) for each endpoint and action (i.e., POST, PATCH, GET);
  - B. Data sharing will occur in a one (1) way direction (i.e., either to or from Software) for each endpoint;
  - C. Hyland will provide API credentials (OAuth) for the non-production and production environments;
  - D. API requests and responses will conform to the specifications provide by Hyland;
  - E. Customer will configure/build the API integrations to call the Guardian REST API endpoints;
  - F. Customer will expose a REST endpoint to accept the updates for I-9 status if desired;
  - G. Customer will subscribe to iCIMS Onboarding, if applicable;
  - H. Customer will subscribe to Taleo Enterprise Edition Onboarding (Transitions) Versions 12C.5 and above, if applicable;
  - I. Customer will be on OnBase Foundation EP1 or later, if applicable;
  - J. Customer will ensure the integrity and accuracy of the integrated data; and
  - K. Customer will regularly monitor API responses for errors and repair any as needed on an ongoing basis.

## Exclusions

The following items are considered out of scope:

1. Configuration by Hyland within Customer’s IdP system;
2. Non-SAML compliant SSO;
3. Post-implementation user record management by Hyland;
4. Configuration by Hyland within Customer’s HR system(s) including generation of flat files or work within the API clients;



5. Use of Customer's SFTP site for transmitting data;
6. Use of any web services protocol other than REST for the non-pre-packaged integrations;
7. Use of insecure methods for transmitting data;
8. Use of flat file types other than CSV or TSV;
9. Manual file uploads by Hyland;
10. Post-implementation monitoring of the integrations by Hyland; and
11. Custom programming (e.g., data translations).

## Deliverables

Deliverables
Solution Design Document

## METHODOLOGY

The following describes the implementation milestones related to the services delivery methodology. Requests to adjust the methodology may have an impact on the cost and timeline to deliver.

Implementation Milestone	Description
Initial Kickoff Meeting	Hyland resource will provide a detailed contextual overview of the services, review each of the major milestones, and assign specific areas of responsibility. Following the initial kick-off meeting, the resource will also provide Customer with a project plan and additional documentation related to the specific phases covered in the meeting.
Account Setup and Configuration	Customer will complete the Software implementation templates which identify Customer locations, associated users, and security privileges to be used in the Software. The Hyland resource will work with Customer to ensure context and understanding of the data structure and how all elements work together to achieve the desired I-9 workflow. Once completed, Hyland will upload the data to the non-production test site for Customer's review.
Integrations (if applicable)	Hyland resource will assist Customer in automating the sharing of certain employee information between the Software and Customer's human resource application through Hyland's standard Integrations as indicated in an Order Form.
E-Verify Setup (if applicable)	Hyland resource will enable submission of I-9s from Guardian system to the federal government's E-Verify as indicated in Order Form.
Training	Hyland resource will provide initial training to Premium Users through "live" online webinars as set forth in the Project Areas above. After initial training services are completed, Premium Users gain free access, on a space available basis, to the general continuous series of regularly scheduled group webinar sessions.
Customer Testing	Customer reviews the Software and Integrations in the non-production test site.
Go-Live/Move to Production	Following Customer Testing, Hyland resource will replicate the non-production test site setup and configuration in the Software production environment. Production credentials will be issued to Customer.

## 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
<b>Project Plan</b>	Defines the projected schedule of project events from initiation through closure. Includes the activities, deliverables, assignments and dates required to complete the project.
<b>Solution Design Document</b>	Central point of reference on how the solution functions. Outlines and defines important details about the solution functionality and configuration.
<b>Software Solution</b>	The Software configuration delivered at the conclusion of the Project. Implementation of the solution as described in scope and any related Solution Design Document(s).
<b>Training Agenda</b>	Defines the training schedule. Includes the necessary information to support delivery and completion of training.

## KEY ASSUMPTIONS

The following key assumptions are applicable to all services offerings unless otherwise noted. If for some reason these assumptions prove to be false, this could result in a scope change and may have an impact on the cost and timeline to deliver.

1. Services start date is subject to a mutually agreed upon schedule after execution of an Order Form;
2. Services are intended to be implemented in a timeframe of contiguous weeks;
3. Scheduling delays that impact the project timeline may result in delayed go-live and/or changes to project costs;
4. All services will be provided remotely;
5. 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;
6. Software solution will be tested in one (1) non-production environment and will go live in one (1) production environment;
7. Go-live for implementation and integration(s) (if applicable) will occur simultaneously. Training will occur in close proximity to the first day of implementation go-live. Go-live for data migration (if applicable) will occur independently;
8. Customer is responsible for solution management post go-live including enhancements or customizations and user management;
9. Immediately following a go-live support period of two (2) weeks, Customer should contact Hyland Technical Support for all support inquiries;
10. Each deliverable created will use Hyland's standard deliverable templates; and
11. After execution of an Order Form, all changes to the services will be processed with an authorized change order as set forth below unless otherwise agreed to in writing by both Hyland and Customer.

## 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.

1. Customer will assign a project sponsor or manager, who will be the final escalation point for all decisions and issues;
2. Customer will designate a Software administrator who will actively participate in the project(s);
3. Customer will engage the appropriate business process owners or subject matter experts, who are knowledgeable about the current business practices and capable of contributing as needed;
4. 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;
5. Customer will make reasonable efforts to maintain consistent resources throughout the project(s);
6. Customer will create, maintain, and execute test plans and cases, as well as track and report testing results during the user testing period;
7. Customer will manage third party application setup (i.e. installation, configuration), testing, training, and go-live support related to any integration(s) with Software; and
8. Customer will execute timely decision-making, review of all Hyland deliverables, and completion of all Customer deliverables, action items, and resolution of issues throughout the course of the project(s). Untimely or non-response may result in project delays.

## CHANGE ORDER PROCESS

Requested changes to an executed Order Form will be managed using the Project Change Control Process outlined below.

If any party believes that a change to an executed Order Form 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.

Customer and Hyland will fully execute each mutually agreed upon 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 to this SOW with enough lead-time to minimize the influence on the project. No Change Order is binding upon the parties until it is executed by both Customer and Hyland.