

GUARDIAN TEST ACCOUNT SERVICES STATEMENT OF WORK

This 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 Test Account Implementation

Scope

Hyland will provide Professional Services to Customer to implement a Test Site for the Guardian Electronic I-9 and E-Verify Solution (“Guardian”) for purposes of testing integrations and workflows.

As part of implementation, Hyland will:

1. Create a new test account (“Test Site”);
2. Setup basic Organization Hierarchy (one location/group/legal entity);
3. Create one test E-Verify account, if required (note Test E-Verify accounts are extremely limited in functionality. Hyland will provide documented usage instructions);
4. Provide access to one (1) administrative user; and
5. Configure the Test site with any integrations that Customer subscribes to, including:
 - A. SOAP/REST API;
 - B. Single Sign On;
 - C. Integrations Tab in Guardian interface;
 - D. Flat files;
 - E. SFTP accounts; and
 - F. XML Alerts

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 five (5) hours to implement the Guardian Test Site;
2. Customer is responsible for configuring the rest of the Test Site to match production:
 - A. Administrative Settings;
 - B. Locations;
 - C. Legal Entities;
 - D. Groups;
 - E. Users; and
 - F. Any employee data needed to assist with testing (note Hyland encourages the use of masked employee data in test environments).

3. Customer is responsible for the creation and maintenance of any test data.

Exclusions

The following items are considered out of scope:

1. Configuration beyond those listed in scope above;
2. Data Refresh from Production;
3. Formal Project Management and/or Deliverables; and
4. Onsite or remote 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. Customer is responsible for solution management post go-live including configuration management; and
7. 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 make reasonable efforts to maintain consistent resources throughout the project(s); and

5. 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.