SERIAL 06070 IGA DOCUMENT IMAGING SOFTWARE

DATE OF LAST REVISION: December 26, 2007 CONTRACT END DATE: January 31, 2012

CONTRACT PERIOD BEGINNING JANUARY 01, 2007
ENDING JANUARY 31, 2012

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **DOCUMENT IMAGING SOFTWARE**

The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 2096201.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

CONTRACT PURSUANT TO IGA

This Contract is entered into this 1st day of January, 2007 (the "Effective Date") by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Hyland Software, Inc., an Ohio corporation ("Contractor") for the purchase of OnBase® Information Management System software ("Software").

1.0 TERM

1.1 This Contract is for a term of FIVE (5) years, beginning on the Effective Date and ending on the fifth anniversary of the Effective Date.

1.2 During the term of this Contract, County may purchase licenses of all modules of the Software at a 20% discount from Contractor's then current retail list price for such modules.

1.3 County shall pay Maintenance and Technical Support costs as invoiced by Contractor or an authorized reseller of Contractor. During the FIVE (5) year term of this Contract, County shall pay annual maintenance fees in the amount of eighteen percent (18%) of the purchase price for all Software modules then currently licensed by County.

2.0 PAYMENT

2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit A-OnBase Enterprise Attachment.

2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.

2.3 INVOICES AND PAYMENTS:

2.3.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

2.3.1.1 Company name, address and contact
2.3.1.2 County bill-to name and contact information
2.3.1.3 Contract Serial Number
2.3.1.4 County purchase order number
2.3.1.5 Invoice number and date
2.3.1.6 Payment terms
2.3.1.7 Date of service or delivery
2.3.1.8 Quantity (number of days or weeks)
2.3.1.9 Contract Item number(s)
2.3.1.10 Description of Purchase (product or services)
2.3.1.11 Pricing per unit of purchase
2.3.1.12 Freight (if applicable)

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2.3.1.13 Extended price
2.3.1.14 Mileage w/rate (if applicable)
2.3.1.15 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.3.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.3.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 DUTIES

3.1 During the Contract term, Contractor shall supply all software at the pricing stated in Exhibit A-OnBase Enterprise Attachment.

3.2 Contractor and County agree that County shall have the right to purchase Software licenses, maintenance and support or other services through an authorized reseller of Contractor including, but not limited to, OSAM Document Solutions Inc. Software licenses purchased through an authorized reseller shall be governed by this Agreement. The purchase of maintenance and support from an authorized reseller shall be pursuant to a separate Software Maintenance Agreement negotiated and entered into by County and the authorized reseller. The purchase of services from an authorized reseller shall be pursuant to the terms of a separate services agreement negotiated and entered into by County and the authorized reseller. Maintenance and support or other services provided by Contractor will be pursuant to the terms of a separate Software Maintenance Agreement or Work Agreement respectively, between Contractor and County.

3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the grossly negligent acts relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to personal injury or injury to, impairment, or destruction of tangible property, including loss of use resulting there from, caused by any grossly negligent acts in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

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4.2 INSURANCE REQUIREMENTS:

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is completed. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days of Contractor's receipt of a written request, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit.

4.2.2 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence.

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4.2.3 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit. (N.B. - $1,000,000 limits on larger contracts).

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.2.4 Certificates of Insurance.

4.2.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours written notice to Contractor. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.2.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Hyland Software, Inc.
Attn: President
28500 Clemens Road
Westlake, Ohio 44145

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4.4 REQUIREMENTS CONTRACT:

4.4.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed. Contractor shall have the right to reject improperly submitted purchase orders.

4.4.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

4.4.3 Contractor agrees to accept written cancellation of purchase orders.

4.5 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.6 TERMINATION FOR DEFAULT:

4.6.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material term or condition of the Contract, or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor. In addition to the rights reserved in the Contract, the Contractor may terminate the Contract in whole or in part due to the failure of the County to comply with any material term or condition of the Contract.

4.6.2 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.8 OFFSET FOR DAMAGES:

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from a material breach by Contractor of this Contract.

4.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.10 SUBCONTRACTING:

Except as otherwise provided herein, the Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the project.

4.11 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.12 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials following a written request to Contractor requesting such access.

4.13 AUDIT DISALLOWANCES:

If at any time, County determines, and Contractor confirms in writing, that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.14 ALTERNATIVE DISPUTE RESOLUTION:

4.14.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.14.1.1 Render a decision;

4.14.1.2 Notify the parties that the exhibits are available for retrieval; and

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4.14.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.14.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.14.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.15 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.16 INTEGRATION:

This Contract (including Exhibit A – OnBase Enterprise Attachment and Exhibit B – OnBase End User License Agreement) represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.17 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

4.18 CONFIDENTIAL INFORMATION:

"Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Contract by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without breach of its obligations.

Each party agrees that, with respect to the Confidential Information of the other party, during the term of this Contract and for a period of five (5) years thereafter (or in the case of any Confidential Information of a disclosing party that is a "trade secret", during the term of this Contract and for a period of the longer of five (5) years or so long as such information remains a "trade secret" under applicable law) thereafter, such party as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this Contract) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 4.18 committed by any of such party's employees, agents, consultants, contractors or representatives.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

William Priemer

PRINTED NAME AND TITLE

28500 Clemens Rd / Westlake OH 44145

ADDRESS

Dec 15, 2006

DATE

HYLAND SOFTWARE
KMH 12/14/06
Initial Date
LEGAL

MARICOPA COUNTY

BY: _____ 12/21/06
DIRECTOR, MATERIALS MANAGEMENT — DATE

BY: _____ _____
CHAIRMAN, BOARD OF SUPERVISORS — DATE

ATTESTED:

_____ _____
CLERK OF THE BOARD — DATE

APPROVED AS TO FORM:

_____ _____
DEPUTY MARICOPA COUNTY ATTORNEY — DATE

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EXHIBIT A

OnBase Enterprise Attachment

Section 1.0 Departmental Enterprise Client License

Price: $225,000.00

- "Departmental Enterprise Client License" is defined as a licensing milestone whereby a department of County will have reached unlimited Client modules of the types listed in Table A to access that department's Software database.

- Table A contains the Client modules, and the County prices for such modules, that are referred to in the Departmental Enterprise Client License.

Table A
Concurrent Client (CTIPC1/2/3) = $640
Workstation Client (CTIPW1/2/3) = $320
Named User Client (CTIPN1/2/3) = $320

- If, at any time during the term of this Contract, a single department of County has licensed any combination of the Client modules listed in Table A having an aggregate County price of at least $225,000.00, such department will be upgraded to a Departmental Enterprise Client License.

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Section 2.0 Departmental Enterprise Client and Workflow Client License

Price: $ 500,000.00

- "Departmental Enterprise Client and Workflow Client License" is defined as a licensing milestone whereby a department of County will have reached unlimited Software Client and Workflow Client modules of the types listed in Table B to access that department's Software database.

- Table B contains the Client and Workflow Client modules, and the County prices for such modules, that are referred to in the Departmental Enterprise Client and Workflow Client License.

Table B	
Concurrent Client (CTIPC1/2/3) = $640	Workflow Concurrent Client (WFIPC1) = $800
Workstation Client (CTIPW1/2/3) = $320	Workflow Workstation Client (WFIPW1) = $400
Named User Client (CTIPN1/2/3) = $ 320	Workflow Named User Client (WFIPN1) = $400

- If, at any time during the term of this Contract, a single department of County has licensed any combination of the Client and/or Workflow Client modules listed in Table B having an aggregate County price of at least $500,000.00, such department will be upgraded to a Departmental Enterprise Client and Workflow Client License.

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Section 3.0 Departmental Enterprise Combined Client License

Price: $ 700,000.00

- "Departmental Enterprise Combined Client License" is defined as a licensing milestone whereby a department of County will have reached unlimited Client modules of the types listed in Table C to access that department's Software database.

- Table C contains the Client modules, and the County prices for such modules, that are referred to in the Departmental Enterprise Combined Client License. Any future client licenses that are developed by Contractor during the term of this Contract may be covered as part of this Contract, but will need to be approved by Contractor, in writing, prior to being added to Table C below.

Table C OnBase Client Modules	
Concurrent Client (CTIPC1/2/3) = $640	Mobile E-Forms Client (MEIPC1) = $240
Workstation Client (CTIPW1/2/3) = $320	Web Scanning Named User (WSIPN1) = $400
Named User Client (CTIPN1/2/3) = $320	WorkView Concurrent Client (RMIPC1) = $800
Host Enabler Concurrent Client (HEIPC1) = $240	WorkView Workstation Client (RMIPW1) = $400
Host Enabler Workstation Client (HEIPW1) = $120	WorkView Named Client (RMIPN1) = $400
Signature / ID Client (FNIPW1) = $160	Full Text Indexing Concurrent Client for Microsoft (VTIPC1) = $160
Workflow Concurrent Client (WFIPC1) = $800	Full Text Indexing Named User Client for Microsoft (VTIPN1) = $80
Workflow Workstation Client (WFIPW1) = $400	Full Text Indexing Workstation Client for Microsoft (VTIPW1) = $80
Workflow Named User Client (WFIPN1) = $400	

- If, at any time during the term of this Contract, a single department of County has licensed any combination of Client modules listed in Table C having an aggregate County price of at least $700,000.00, such department will be upgraded to a Departmental Enterprise Combined Client License.

Section 4.0 County-Wide Enterprise Client License

Price: $ 1,250,000.00

- The "County-Wide Enterprise Client License" is defined as a licensing milestone whereby each department of County will have reached unlimited Client modules of the types listed in Table D to access such department's Software database.

- Table D contains the Client modules, and the County prices for such modules, that are referred to in the County-Wide Enterprise Client License.

Table D
Concurrent Client = $640
Workstation Client = $320
Named User Client = $320

- If, at any time during the term of this Contract, a department, or departments, of County, has licensed any combination of the Client modules listed in Table D having an aggregate County price of at least $1,250,000.00, all departments of County will be upgraded to a County-Wide Enterprise Client License.

- This includes all County departments listed on the Maricopa County organization chart (attached hereto as Exhibit C). This dynamic organization chart is updated on a regular basis and this County-Wide Enterprise Client License will always reflect whatever organizational chart is current to ensure all County departments are covered by this Contract.

Section 5.0 County-Wide Enterprise Client and Workflow Client License

Price: $ 2,000,000.00

- "County-Wide Enterprise Client and Workflow Client License" is defined as a licensing milestone whereby each department of County will have reached unlimited Client and Workflow Client modules of the types listed in Table E to access such department's Software database.

- Table E contains the Client modules, and the County prices for such modules, that are referred to in the County-Wide Enterprise Client and Workflow Client License.

Table E	
Concurrent Client (CTIPC1/2/3) = $640	Workflow Concurrent Client (WFIPC1) = $800
Workstation Client (CTIPW1/2/3) = $320	Workflow Workstation Client (WFIPC1) = $400
Named User Client (CTIPN1/2/3) = $320	Workflow Named User Client (WFIPN1)= $400

- If, at any time during the term of this Contract, a department, or departments, of County, has licensed any combination of the Client and/or Workflow Client modules listed in Table E having an aggregate County price of at least $2,000,000.00, all departments of County will be upgraded to a County-Wide Enterprise Client and Workflow Client License.

- This includes all County departments listed on the Maricopa County organization chart (attached as Exhibit C). This dynamic organization chart is updated on a regular basis and this County-Wide Enterprise Client and Workflow Client License will reflect whatever organizational chart is current to ensure all County departments are covered by this Contract.

Section 6.0 County-Wide Enterprise Combined Client License

Price: $ 2,500,000.00

- The "County-Wide Enterprise Combined Client License" is defined as a licensing milestone whereby each department of County will have reached unlimited Client modules of the types listed in Table F to access such department's Software database.

- Table F contains the Client modules, and the County prices for such modules, that are referred to in the County-Wide Enterprise Combined Client License. Any future client modules that are developed by Contractor during the term of this Contract may be covered as part of this Contract, but will need to be approved by Contractor, in writing, prior to being added to Table F.

Table F OnBase Client Modules	
Concurrent Client (CTIPC1/2/3) =$ 640	Mobile E-Forms Client (MEIPC1) = $240
Workstation Client (CTIPW1/2/3) = $320	Web Scanning Named User (WSIPN1) = $400
Named User Client (CTIPN1/2/3) = $320	WorkView Concurrent Client (RMIPC1) = $800
Host Enabler Concurrent Client (HEIPC1) = $240	WorkView Workstation Client (RMIPW1) = $400
Host Enabler Workstation Client (HEIPW1) = $120	WorkView Named Client (RMIPN1) = $400
Signature / ID Client (FNIPW1) = $160	Full Text Indexing Concurrent Client for Microsoft (VTIPC1) = $160
Workflow Concurrent Client (WFIPC1) = $800	Full Text Indexing Named User Client for Microsoft (VTIPN1) = $80
Workflow Workstation Client (WFIPW1) = $400	Full Text Indexing Workstation Client for Microsoft (VTIPW1) = $80
Workflow Named User Client (WFIPN1) = $400	

- If, at any time during the term of this Contract, a department, or departments, of County, has licensed any combination of the Client modules listed in Table F having an aggregate County price of at least $2,500,000.00, all departments of County will be upgraded to a County-Wide Enterprise Combined Client License.

- This includes all County departments listed on the Maricopa County organization chart (attached hereto as Exhibit C). This dynamic organization chart is updated on a regular basis and this County-Wide Enterprise Combined Client License will reflect whatever organizational chart is current to ensure all County departments are covered by this Contract.

Section7.0 County-Wide Enterprise Server Module License

Price: $ 1,000,000.00

- The "County-Wide Enterprise Server Module License" is defined as a licensing milestone whereby each department of County will have reached unlimited Server modules of the types listed in Table G.
- The Server modules listed in Table G below may be purchased at a 20% discount from the then current retail list price for such modules.
- Table G contains the Server modules that are referred to in the County-Wide Enterprise Server Module License. Any future Server modules that are developed by Contractor during the term of this Contract may be covered as part of this Contract, but will need to be approved by Contractor, in writing, prior to being added to Table G.

Table G
OnBase Server Modules

Multi-User Server (OBIPW1)	COLD / ERM (CLIPW1)	WorkView (RMIPI1)	Publishing (PBIAI1)
Web Server (WTIPW1)	Advanced COLD / ERM (ACIPW1)	Full Text Indexing Server for Verity (VTIPI1)	Export (EXIPC1)
EDM Services (DMIPI1)	PCL Input Filter (PCIPW1)	Full Text Index Server for Microsoft (FXIPI1)	Exception Reports (ERIPI1)
Collaboration (COIPI1)	AFP Input Filter (AFIPW1)	Production Document Imaging (DIIPW1, DIIPW2)	ACH Generator (AHIPW1)
Integration for Microsoft Outlook (OLIPI1)	DJDE Input Filter (DJIPW1)	ISIS Document Imaging (ISIPW1, ISIPW2)	Print Distribution (PDIPW1)
E-mail Archive (EAIPI1)	Document Import Processor (DPIPW1)	Disconnected Scanning Module (DSIPW1, DSIPW2)	Batch OCR (OCIPW1)
Virtual Print Driver (PTIPC1)	Advanced Document Import Processor (ADIPW1)	Desktop Document Imaging (AIIPW1, AIIPW2, AIIPW3)	Ad-hoc Document OCR (AOIPW1)
Storage Integration for EMC Centera (CTIPI1)	Tag Import Processor – XML (XMIPW1)	Front Office Scanning Module (FOIPW1)	Image Statements (ISIPI1, ISIPI2, ISIPI3)
Distributed Disk Services (DSIPI1)	Subscription Server (SSIPW1)	Integration for OCR for AnyDoc (OFIPI1)	OMR Marks Generator (OMIPI1)
Reporting Services (RPIPI1)	Fax Import Integration for Captaris RighFax (RFIPW1)	Integration for Cardiff TeleForm (CRIPI1)	Document Distribution (DDIPI1)
Document Knowledge Transfer (DKIPI1)	Integration for Cardiff LiquidOffice (LOIPI1)	Archival API (ARIPI1)	Barcode Generator (BCIPI1)
(LISTED ABOVE)	Remittance Processor (RPIPW1)	Reverse API (RVIPI1)	Document Retention (DRIPI1)
Workflow Departmental Server (WFIPD1)	Advanced Remittance Processor (APIPW1)	Query API (APIPQ1, APIPQ2)	Physical Records Management (PRIPI1)
Workflow Enterprise Server (WFIPI1)	Statement Composition (SCIPW1)	Signature Pad Interface (TWAIN) (PWIPI1)	Records Management (RIIPI1)
Application Enabler (AEIPI1)	E-Forms (FMIPI1)	Image Segment Archiver (EBIPI1)	Query API APIPQ3
Enterprise Application Enabler (AEIPI2)	Mobile E-Forms Server (MEIPI1)	Automated CD/DVD Publishing (ADIPC1, ADIPC2)	Query API APIPQ4

- If, at any time during the term of this Contract, a department, or departments, of County, has licensed any combination of the Server modules listed in Table G having an aggregate price of at least $1,000,000.00, all departments of County will be upgraded to a County-Wide Enterprise Server Module License.

Section 8.0 County-Wide Enterprise E-mail Archive License

Price: $ 1,000,000.00

- E-mail Archive modules may be purchased at a 20% discount from the then current retail list price for such modules.
- The "County-Wide Enterprise E-mail Archive License" is defined as a licensing milestone whereby each department of County will have reached unlimited E-mail Archive modules for all email accounts within the County's e-mail domain(s).
- If, at any time during the term of this Contract, a department, or departments, of County, has licensed E-mail Archive modules having an aggregate price of at least $1,000,000.00, all departments of County will be upgraded to a County-Wide Enterprise OnBase E-mail Archive License.

Section 9.0 County-Wide Unlimited Enterprise License

Price: $ 3,500,000.00

- The "County-Wide Unlimited Enterprise License" is defined as a licensing milestone whereby each department of County will have reached unlimited Client modules, Server modules, and E-mail Archive modules of the types listed in the tables above.

- If, at any time during the term of this Contract, a department, or departments, of County, has licensed any combination of Client modules, Server modules or E-mail Archive modules of the types listed in the above tables having an aggregate price of at least $3,500,000.00, all departments of County will be upgraded to a County-Wide Unlimited Enterprise License.

- The above tables may, at Contractor's sole discretion, be updated. The County-Wide Unlimited Enterprise License will reflect all Contractor approved Client modules, Server modules, and E-mail Archive modules to ensure that all approved Software is covered by this Contract. Any updates to the above tables must be contained in a writing signed by the Contractor.

EXHIBIT B -
OnBase® End User License Agreement

This OnBase® End User License Agreement ("EULA") is made between Hyland Software, Inc. ("Hyland"), 28500 Clemens Road, Westlake, Ohio 44145 USA, an Ohio corporation, and Maricopa County ("User"), with respect to the licensing of the OnBase® Information Management System software modules described on Attachment A attached hereto ("Software").

1. LICENSE:

(a) Subject to payment in full of the Software license fees, Hyland grants to User a perpetual (except as herein provided), non-exclusive, non-assignable (except as herein provided), limited license to the Software, in machine-readable object code form only, solely for use by User internally, and only for capturing, storing, processing and accessing User's own data, and not for use for the processing of third-party data as a service bureau, application service provider or otherwise. User shall not make any use of the Software in any manner not expressly permitted by this EULA.

(b) User acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. Use of software or hardware that reduces the number of clients directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. User is prohibited from using any software other than the Software Client modules or Query API module to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to User's use of such other software and User has paid to Hyland Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

(c) User shall be entitled to use one (1) production copy of each Software module licensed. User shall not make additional copies of the Software.

(d) User agrees: (1) not to remove any Hyland notices in the Software; (2) not to sell, transfer, rent, lease or sub-license the Software or documentation to any third party; (3) not to alter or modify the Software; and (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software, or prepare derivative works therefrom.

(e) User may not assign, transfer or sublicense all or part of this EULA without the prior written consent of Hyland.

2. OWNERSHIP: Hyland and its suppliers own the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software, except for the limited express rights granted in this EULA.

3. INSTALLATION: User may retain the Hyland authorized reseller through which User purchases the Software or Hyland to provide installation services pursuant to the terms of a separate Work Agreement between the parties. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software.

4. LIMITED WARRANTY:

(a) For a period of sixty (60) days from the date of first installation of the Software at User's site, Hyland warrants to User that the media on which the Software is distributed are free from defects in materials and in workmanship.

(b) For a period of sixty (60) days from the Maintenance Commencement Date (as defined below), Hyland warrants to User that the Software, when properly installed and properly used, will operate substantially in accordance with the user documentation published by Hyland related to the Software that has been delivered to

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User in written or electronic form, including user manuals, and that relates to the functional, operational or performance characteristics of the Software ("Documentation"). The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Software that has been (1) modified by User or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused. Hyland does not warrant that the functions contained in the Software will meet User's requirements or that the operation of the Software will be uninterrupted or error free. Due to the inherent complexity of computer software, User is advised to verify User's work.

For purposes of this warranty, the term "Maintenance Commencement Date" as to any Software means the date on which the first maintenance period under the separate Software Maintenance Agreement between the Hyland authorized reseller or Hyland and User commences with respect to such Software.

(c) User's sole and exclusive remedy for a breach of the express limited warranties under paragraph (a) or (b) shall be as follows: Provided that, within the applicable 60-day period, User notifies Hyland in writing of the non-conformity, Hyland will either (1) repair or replace the non-conforming media or Software, which in the case of the Software may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Hyland determines that repair or replacement of the non-conforming media or Software is not commercially practicable, then terminate this EULA with respect to the Software associated with the non-conforming media or with respect to the non-conforming Software, in which event, upon compliance by User with its obligations under Section 7, Hyland will refund any portion of the Software license fees paid prior to the time of such termination with respect to such Software.

(d) HYLAND AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES.

(e) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Hyland by a corporate officer.

5. **LIMITATIONS OF LIABILITY**: IN NO CASE SHALL HYLAND'S LIABILITY EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEES ACTUALLY PAID BY USER. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR OTHER PECUNIARY LOSS ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR ANY USE OR INABILITY TO USE THE SOFTWARE, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. HYLAND AND ITS SUPPLIERS ARE NOT RESPONSIBLE FOR ANY COSTS INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH INFORMATION, THE COST OF SUBSTITUTE SOFTWARE, OR CLAIMS BY THIRD PARTIES.

6. **MAINTENANCE**: User may purchase maintenance and technical support services from Hyland or its authorized reseller pursuant to the terms of a separate Software Maintenance Agreement.

7. **TERMINATION**: Hyland may terminate this EULA immediately and any license to use the Software will automatically terminate without notice if User fails to comply with any provision of this EULA. Upon termination of this EULA for any reason, including, but not limited to, as specified in this Section 7 or in Section 4, User shall immediately (a) discontinue any and all use of the Software and related documentation, (b) return the Software and any related documentation to Hyland, and (c) certify in writing to Hyland that User has completed the preceding actions. The obligations of User under the preceding sentence and all disclaimers of warranties and limitations of liability set forth in this EULA shall survive any termination.

8. **SEVERABILITY**: In the event that a court of competent jurisdiction determines that any portion of this EULA is unenforceable, it shall not affect any other provisions of this EULA.

9. **NOTICE**: All notices, requests or other communications required to be given pursuant to this EULA shall be in writing, shall be addressed to the recipient party at its principal place of business or to such other address as the

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recipient party may direct in writing, and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, or by prepaid commercial overnight courier. All notices, requests or other communications delivered as specified herein shall be deemed to have been given and received on the date personally delivered or on the date deposited in the U.S. mail or with the commercial overnight courier.

10. **GOVERNING LAW**: The laws of the State of Ohio shall govern this EULA, without regard to the conflict of laws principles thereof. The parties mutually agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not be applicable with respect to this EULA.

11. **JURISDICTION**: Any legal action brought concerning this EULA or any dispute hereunder shall be brought only in the courts of the State of Ohio, in the County of Cuyahoga, or in the federal courts located in such state and county. Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Hyland as a party, User agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise to take any and all reasonable actions to achieve Hyland's objectives of this provision.

12. **ENTIRE AGREEMENT**: This EULA (including the attachments hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. This EULA may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct.

13. **U.S. GOVERNMENT END USERS**: The terms and conditions of this EULA shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this EULA, as stated in DFARS 227.7202, and the terms of this EULA shall supersede any conflicting contractual term or conditions.

IN WITNESS WHEREOF, the parties have duly executed this EULA.

MARICOPA COUNTY

By: _____

Wesley L. Baysinger
Print Name

Div. Mat. Mgmt.
Title

12/21/06
Date

HYLAND SOFTWARE, INC.

By: _____

William Primer
Print Name

EVP / COO
Title

Dec 15, 2006
Date

ATTACHMENT A
TO
EULA

Software licensed for use pursuant to the EULA:

1. Current Software licensed:

Product Description	Product Code	Quantity

2. Such additional modules of the OnBase® Information Management System with respect to which User properly submits a written purchase order to, and pays Software license fees to, Hyland or its authorized reseller. All such modules accurately listed on User's properly submitted written purchase order(s) shall, upon payment in full of the Software license fees, automatically be deemed to be added to the Software listed on this Attachment A, whether or not the parties actually amend the form of this Attachment A.

3. All "Upgrades or Enhancements" to the Software described in paragraphs (1) and (2) above that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and Hyland or its authorized reseller.

Payment of Software license fees:

Unless and until Hyland notifies User in writing to the contrary, the Software license fees due and payable by User shall be as specified in the Contract Pursuant to IGA – Serial 06070-IGA; User is authorized to make any and all payments of such Software license fees to Hyland's authorized reseller pursuant to such payment terms as specified in the Contract Pursuant to IGA – Serial 06070-IGA; and User agrees to pay such Software license fees and to make all such payments in accordance with such terms.

ADDENDUM TO EXHIBIT B - ONBASE® END USER LICENSE AGREEMENT

This ADDENDUM TO ONBASE END USER LICENSE AGREEMENT ("Addendum") is made and entered into effective as of the date that the last party to sign this Addendum has executed the same (as indicated by the date entered by such party with its signature below), by and between Hyland Software, Inc. ("Hyland") and Maricopa County ("User") and is attached to and made a part of that certain OnBase End User License Agreement between Hyland and User dated _____, 2006 (the "License Agreement").

1. **DEFINED TERMS**: Capitalized terms used in this Addendum and not defined herein are used herein with the same meanings given such terms under the License Agreement. The term "EULA" as used in the License Agreement and in this Addendum hereafter shall mean the License Agreement as amended and supplemented by this Addendum.

2. **TERMINATION; CURE PERIOD**: The parties mutually agree that the first sentence of Section 7 of the License Agreement is deleted in its entirety and the following is substituted in lieu thereof:

"Except in the case of a breach or failure to comply by User with the provisions of any of clauses (1), (2), (3) or (4) of Section 1(d) of this EULA (with respect to which User shall have no right to cure a breach or non-compliance and Hyland may terminate this EULA immediately upon written notice to such effect to User), Hyland may terminate this EULA if User breaches or fails to comply with any provision of this EULA and Hyland first gives written notice to User of the breach or non-compliance with this EULA, which notice shall specify in reasonable detail such breach or non-compliance, and User fails to cure such breach or non-compliance within thirty (30) calendar days after receipt of such notice."

3. **GOVERNING LAW**: The parties mutually agree that the word "Ohio" in the first sentence of Section 10 of the License Agreement is deleted and the word "Arizona" is substituted in lieu thereof.

4. **JURISDICTION**: The parties mutually agree that the words "State of Ohio, in the County of Cuyahoga" in the first sentence of Section 11 of the License Agreement are deleted and the words "State of Arizona, in the County of Maricopa" are substituted in lieu thereof.

5. **HOT FAIL-OVER SYSTEM SOFTWARE**: During the term of the EULA from and after the date of this Amendment, User may, at no additional charge, install and maintain one (1) copy of the Software solely for the purpose of system redundancy to be used in the event of primary system failure ("Hot Fail-Over System").

6. **TEST SYSTEM**: During the term of the EULA from and after the date of this Addendum, Maricopa County (the "Test System User") may, at no additional charge, install and maintain one (1) copy of the Software licensed by the Test System User in a non-production environment solely for the purpose of experimenting, integrating, and testing such Software (the "Finance Test System"). Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Finance Test System. HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE USED IN THE FINANCE TEST SYSTEM AND PROVIDES SUCH SOFTWARE "AS IS." Test System User's sole recourse in the event of any dissatisfaction with any Software in the Finance Test System is to stop using such Software and return it to Hyland.

7. **BETA SOFTWARE**: From time to time Hyland may make "beta" copies of prospective new versions of the Software used in the Finance Test System or of potential new Software modules ("Beta Software") available for Test System User's use in the Finance Test System and Test System User may elect to license and use the Beta Software in the Finance Test System. TEST SYSTEM USER ACKNOWLEDGES AND UNDERSTANDS THAT ANY BETA SOFTWARE IS A PRE-RELEASE VERSION ONLY, IS STILL UNDERGOING TESTING AT HYLAND AND IS NOT A HYLAND COMMERCIALLY RELEASED PRODUCT. Test System User acknowledges and agrees that all Beta Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of the EULA and the term Software, as used in the EULA, shall include any such delivered Beta Software. Notwithstanding anything to the contrary, as to any Beta Software, the EULA and the limited license granted hereby will terminate on the earliest of: (a) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software; or (b) the date of Hyland's commercial release of the final version of such Beta Software for licensing to end users generally. Upon expiration or other termination of such period, Test System User immediately shall discontinue any and all of use of the Beta Software and related documentation and remove or permit Hyland to deactivate the Beta Software. The termination of the EULA, as to any Beta Software, shall not affect the continuation of the EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of the EULA.

8. EVALUATION SOFTWARE: From time to time Test System User may elect to evaluate certain Software modules that it has not licensed and does not currently use in its production environment ("Evaluation Software"), for the purpose of determining whether or not to purchase a production license of such Software modules. Evaluation Software is licensed for Test System User's use in the Finance Test System. Notwithstanding anything to the contrary, as to any Evaluation Software, the EULA and the limited license granted hereby will terminate on the earliest of: (a) thirty (30) days after the date such Software is activated for use in the Finance Test System; or (b) immediately upon the delivery of written notice to such effect to Test System User. Upon expiration or other termination of such period, Test System User immediately shall either (y) discontinue any and all of use of the Evaluation Software and related documentation and remove or permit Hyland to deactivate the Evaluation Software; or (z) deliver payment in full of the license price that has been agreed upon for such Software in accordance with the payment terms in effect under the EULA, and confirm in writing to Hyland that such Evaluation Software is added as additional Software licensed for Test System User's use in its production environment and the Finance Test System under the EULA. The termination of the EULA as to any Evaluation Software shall not affect the continuation of the EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of the EULA.

9. DEACTIVATION OF SOFTWARE UPON DISCONTINUATION OF USE: Upon expiration or other termination of any period of use of any Beta Software or of any Evaluation Software that Test System User elects not to purchase a license for to use in Test System User's production environment under the EULA, Test System User agrees that it will provide to Hyland remote access to Test System User's systems on which such Beta Software or such Evaluation Software is installed for the limited purpose of permitting Hyland to deactivate such Software.

10. PRIORITY IN THE EVENT OF CONFLICTING TERMS: This Addendum amends and supplements the License Agreement, and to the extent there is any conflict between the terms of this Addendum and the terms of the License Agreement, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year set forth after their respective names below:

MARICOPA COUNTY	**HYLAND SOFTWARE, INC.**
By:	By:
Wesley L. Bassinger	William Priemer
Print Name	Print Name
Dir. Mat Mgmt.	EVP / COO
Title	Title
12/21/06	Dec 15, 2006
Date	Date