

EDGE STATEMENT OF WORK FOR SELF-COMPILED DATA MIGRATION

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 Edge 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

Data Migration

Scope

Hyland will provide Professional Services to migrate metadata from Customer’s legacy immigration case storage solution (“Legacy System”) into the Edge Immigration Case Management Solution (“Edge”) as specified in an executed Order Form.

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

1. Configure migration import processes based on pre-populated worksheet provided by the Hyland Solution Team;
2. Hyland will validate the provided data aligns with the import method (e.g. field contents align with description, order, etc.); and
3. Migrate single, final iteration of populated spreadsheet into the Edge software production system.

Assumptions

This project 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 proposed cost and timeline to deliver:

1. Customer is responsible coordinating and completing data compilation into a Hyland-provided Excel spreadsheet;
2. Customer will be responsible for the secure delivery to Hyland of completed Hyland-provided Excel spreadsheet;
3. The production conversion will be performed in a single phase, as defined in the project plan, comprised of one (1) Bulk Load of migration spreadsheet; and
4. Notwithstanding the above, migrated data is accepted on an “as-is” and “as-submitted” basis and subject to Customer user entry errors. Customer retains full responsibility for ensuring that data migration is accurate and correct.

Exclusions

The following items are considered out of scope for this engagement:

1. Data NOT included on the Hyland-provided spreadsheet;
2. Data points that do not fall within the bounds of the fields included on the Hyland-provided spreadsheet;
3. Data cleanup during the migration;
4. Hardware support;
5. Operating support;
6. Web browser support;
7. Custom report creation;
8. General systems management;
9. Data validation or clean-up;
10. Verification or correction of errors that result from Customer data entry or procedural errors;
11. On or offsite training; and
12. Other services more properly covered under a separate engagement at the applicable hourly rate.

Deliverables

Deliverable
Requirements Document
Migration Project Closure Information

DELIVERABLE DESCRIPTIONS

The following table provides an overview of the Hyland project deliverables. Please reference the specific Project Areas for a listing of the applicable deliverables.

Deliverable
Production Import
Detailed plan for the production conversion; and
Includes activities, owners and dates/timing as well as change control procedures and key dependencies.
Migration Project Closure Information
Signifies completion of activity on the migration project.

KEY ASSUMPTIONS

The following are key assumptions that impact the success of the solution, and are applicable to all Project Areas unless otherwise noted:

General

1. Hyland will provision and maintain the Edge non-production and production environments required for the solution(s) defined herein within the Amazon Web Services data center hosting the solution.
 - a. The hosted Software environment(s) will leverage the latest version of Edge;
2. Project start date(s) are subject to a mutually agreed upon schedule after execution of an applicable Order Form;
3. Professional Services will be delivered utilizing Hyland's standard implementation methodology;
4. Professional Services will be provided remotely from Hyland offices;
5. When providing remote services, 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. 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;
7. 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
8. After execution of an Order Form, all changes to the services will be processed with an authorized change order unless otherwise agreed to in writing by both Hyland and Customer.

Migration-Specific

1. Hyland will not be responsible for:
 - A. Verifying the correctness or integrity of document metadata, or the quality of image files associated with the Legacy System; or
 - B. Enhancing or modifying such documents or document metadata, (e.g., rotating documents, enhancing image quality, or correcting metadata).

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.

General

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; and
 - B. Coordinating all key departmental decision makers, technical experts, subject matter experts, end user representatives, third party software application resources and project sponsorship.
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).

Migration Specific

1. Review and provide confirmation of closure of project; and
2. Report any errors during the warranty period.

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 to this SOW is warranted, the party shall issue a Change Request in writing via electronic mail. 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.

PRICING

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

1. The above cost includes estimated Professional Services fees anticipated to complete the project(s) successfully; and
2. The fixed fee was 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 set forth above, 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 fee shall be adjusted equitably to reflect the impacts of such circumstances following the Project Change Control Process.