

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 PAN Implementation

Scope

Hyland will provide Professional Services to Customer in connection with Customer’s subscription to the Guardian Electronic I-9 and E-Verify Solution (“Guardian”) remote I-9 verification network, a third-party service offered by Performance Assessment Network (“PAN”). Once enabled, Customer’s new hire employees may self-schedule a remote I-9 verification session at one of the participating PAN verification locations directly through the Guardian system.

Specifically, Hyland will provide the following in connection with this SOW:

1. Setup the integration from Customer’s Guardian account to the PAN remote I-9 network, which facilitates the scheduling of appointments for remote I-9 verification; and
2. Train Customer administrators and end users on the remote I-9 workflow in Guardian using PAN, including appointment scheduling and available reporting options. Training will be delivered in one (1) webinar session.

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 PAN integrated solution;
2. Customer will provide the necessary information required for the PAN implementation;
3. 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;
4. Training session will be up to ninety (90) minutes in duration; and
5. 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
Configured PAN integration Solution

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 go live in one (1) production environment;
7. Customer is responsible for solution management post go-live including configuration management;
8. Immediately following implementation of the PAN integration, Customer should contact Hyland Technical Support for all support inquiries;
9. Each deliverable created will use Hyland's standard deliverable templates; and
10. 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.