

CONTRACT #9

RFS # N/A

**Tennessee Board of Regents
University of Memphis**

VENDOR:

Hyland Software, Inc.



Tennessee Board of Regents

1415 Murfreesboro Road - Suite 350 - Nashville, Tennessee 37217-2833
(615) 366-4400 FAX (615) 366-4464 www.tbr.edu

July 28, 2010

RECEIVED

JUL 28 2010

FISCAL REVIEW

Ms. Leni S. Chick
Fiscal Analyst
Rachel Jackson Building, 8th Floor
Nashville, TN 37243

Dear Ms. Chick:

Enclosed please find an Agreement between the University of Memphis and Hyland Software, Inc. providing for maintenance for imaging software. Please note that original purchase of this software was a competitive process in which Hyland Software, Inc. was the successful proposer and awarded the contract.

Per Fiscal Review's request to see non-competitive agreements/amendments, this contract must be approved by the Committee. **Please contact me regarding the date this will go before the Fiscal Review Committee and I will inform the representatives to insure they are present for the meeting in which the contract will be discussed.** If you have any questions, please do not hesitate to contact me at 366-4436.

Information regarding the contract may be sent to my attention at the Tennessee Board of Regents, 1415 Murfreesboro Road, Suite 350, Nashville, Tennessee 37217.

Sincerely,

Angela A. Gregory
Director of Purchasing and Contracts

cc: Charles Manning, TBR
Dale Sims, TBR
Williams Mueller, UOM

Austin Peay State University • East Tennessee State University • Middle Tennessee State University • Tennessee State University
Tennessee Tech University • University of Memphis • Chattanooga State Technical Community College
Cleveland State Community College • Columbia State Community College • Dyersburg State Community College
Jackson State Community College • Motlow State Community College • Pellissippi State Technical Community College
Roane State Community College • Southwest Tennessee Community College • Volunteer State Community College
Walters State Community College • Nashville State Technical Community College • Northeast State Technical Community College
The Tennessee Technology Centers

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	BILLY MUELLER		*Contact Phone:	(901) 678-3879	
*Original Contract Number:			*Original RFS Number:		
Edison Contract Number: (if applicable)			Edison RFS Number: (if applicable)		
*Original Contract Begin Date:	2/25/05		*Current End Date:	2/24/10	
Current Request Amendment Number: (if applicable)					
Proposed Amendment Effective Date: (if applicable) UPON EXECUTION					
*Department Submitting: INFORMATION TECHNOLOGY					
*Division:					
*Date Submitted:					
*Submitted Within Sixty (60) days: YES					
If not, explain:					
*Contract Vendor Name: HYLAND SOFTWARE, INC.					
*Current Maximum Liability: \$ 283,950.00					
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: '06	FY: '07	FY: '08	FY: '09	FY '10	FY
\$ 233,753.73	\$ 52,470.00	\$ 109,080.00	\$ 31,860.89	\$ 82,066.25	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY:	FY:	FY:	FY:	FY	FY
\$	\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					
*Contract Funding	State:		Federal:		

Supplemental Documentation Required for
Fiscal Review Committee

Source/Amount:			
Interdepartmental:			<i>Other:</i>
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A		N/A	
Method of Original Award: <i>(if applicable)</i>		NOW-COMPETITIVE, SOLE SOURCE PURCHASE	
*What were the projected costs of the service for the entire term of the contract prior to contract award?			

Supplemental Documentation Required for
Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015
SOFTWARE					
MAINTENANCE	56,790.00	56,790.00	56,790.00	56,790.00	56,790.00

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015
HYLAND	56,790.00	56,790.00	56,790.00	56,790.00	56,790.00
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
	N/A				
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
	N/A				

REQUEST: NON-COMPETITIVE CONTRACT

APPROVED
Commissioner of Finance & Administration
Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	
2) State Agency Name:	THE UNIV. OF MEMPHIS
3) Service Caption:	
4) Proposed Contractor:	HYLAND SOFTWARE, INC.
5) Contract Start Date: (attached explanation required if date is < 60 days after F&A receipt)	UPON EXECUTION
6) Contract End Date IF all Options to Extend the Contract are Exercised:	JUNE 30, 2015
7) Total Maximum Cost IF all Options to Extend the Contract are Exercised:	\$ 283,950.00
8) Approval Criteria: (select one)	<input type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state
	<input checked="" type="checkbox"/> only one uniquely qualified service provider able to provide the service
9) Description of Service to be Acquired:	SOFTWARE MAINTENANCE
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service:	RENEWAL OF MAINTENANCE
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & If so, What Procurement Method It Used:	FORMAL COMPETITIVE BID PROCESS WAS CONDUCTED TO ORIGINALLY ACQUIRE THE SOFTWARE.
12) Name & Address of the Proposed Contractor's Principal Owner(s): (not required if proposed contractor is a state education institution)	HYLAND SOFTWARE, INC., 28500 CLEMENS ROAD, WESTLAKE, OH 44145
13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service:	CONTRACTOR HAS BEEN IN EXISTENCE SINCE 2005 & PROVIDED SERVICE TO UNIVERSITY FOR 5 YEARS.
14) Documentation of Office for Information Resources Endorsement: (required only if the subject service involves information technology)	5 YEARS.

select one:	<input type="checkbox"/> Documentation Not Applicable to this Request	<input checked="" type="checkbox"/> Documentation Attached to this Request
15) Documentation of Department of Personnel Endorsement : (required only if the subject service involves training for state employees)		
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
16) Documentation of State Architect Endorsement : (required only if the subject service involves construction or real property related services)		
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :		
THE UNIV. DOES NOT HAVE THE PERSONNEL NOR RESOURCES TO PERFORM THIS SERVICE.		
18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process : (Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)		
THE VENDOR POSSESSES EXCLUSIVE AND/OR PREDOMINANT CAPABILITIES		
REQUESTING AGENCY HEAD SIGNATURE & DATE : (must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR—signature by an authorized signatory will be accepted only in documented exigent circumstances).		
Charles Manning DS		7/23/10
Agency Head Signature		Date

OR THE ITEMS CONTAIN A PATENTED FEATURE PROVIDING SUPERIOR UTILITY NOT OBTAINABLE FROM SIMILAR PRODUCTS. THE PRODUCT IS AVAILABLE FROM ONLY ONE SOURCE & NOT MERCHANDISED THROUGH WHOLESALERS, JOBBERS AND RETAILERS.

In March 2005, The University of Memphis entered into a 5 year contract with Matrix Imaging Software (aka, Hyland Software; OnBase End User License) to provide imaging capabilities for our administrative offices in compliance with SungardHE Banner System. Imaging includes student transcripts, accounting records, human resource records, etc. The decision to go with Matrix was based on the Procurement Services bid process and this was the vendor chosen at the time.

The University of Memphis would like to continue the agreement with this vendor for these benefits:

- Maximize investment (money) and resources (staff training) in this product;

- Product fulfills all or our needs as well as other TBR institutions;

- Service and support for product are above sufficient; and,

- Continue to add unit records as the University progresses with business process improvement in several divisions/units.

Bidding a new product at this time is not necessary and would be a wasteful use of current resources.

HYLAND SOFTWARE

July 19, 2010

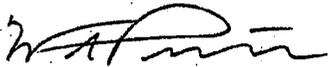
Mr. William Mueller
The University of Memphis
Office of Legal Counsel
201 Administration Building
Memphis, TN 38152

Dear Mr. Mueller:

This letter confirms that Hyland Software, Inc. is the sole manufacturer of the OnBase[®] Information Management System software. The OnBase software suite are proprietary programs designed and developed exclusively by Hyland Software, Inc. Under our commercial policies, Hyland Software, Inc. is the sole authorized source to provide maintenance and technical support for the OnBase products to The University of Memphis with respect to the referenced software.

If you have any additional questions, please feel free to contact me.

Sincerely,



W. A. Priemer

EVP-COO
Hyland Software

CONTRACT SUMMARY SHEET

021405

RES #		Contract #	
State Agency		State Agency Division	
THE UNIV. OF MEMPHIS			
Contractor Name		Contractor ID # (FEIN or SSN)	
HYLAND SOFTWARE, INC.		C- or V-	

Service Description			
SOFTWARE MAINTENANCE			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
UPON EXECUTION	JUNE 30, 2015		

Mark Each TRUE Statement	
<input type="checkbox"/> Contractor is on STARS	<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts

Allocation Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
	800 260	74431	112500		

TY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
111	\$56,790.00				\$56,790.00
112	\$56,790.00				\$56,790.00
113	\$56,790.00				\$56,790.00
114	\$56,790.00				\$56,790.00
115	\$56,790.00				\$56,790.00
					\$ -
TOTAL	\$ 283,950.00	\$ -	\$ -	\$ -	\$ 283,950.00

COMPLETE FOR AMENDMENTS ONLY		State Agency Fiscal Contact & Telephone #	
TY	Base Contract & Prior Amendments	THIS Amendment ONLY	CHERYL LESLIE (901) 678-5916
			State Agency Budget Officer Approval
			<i>[Signature]</i>
			Funding Certification: Certification required by TCA § 9-2-113 that there is a balance in the appropriation from which the obligated expenditures are required to be paid that is not otherwise encumbered to pay obligations previously incurred.
TOTAL	\$ -	\$ -	
End Date			<i>[Signature]</i>

Contractor Ownership (complete only for base contracts with contract type FA or CR)			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input checked="" type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	OTHER minority/disadvantaged—

Contractor Selection Method (complete for ALL base contracts - N/A to amendments or delegated authorities)		
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other

Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

NON-COMPETITIVE NEGOTIATION - SOLE SOURCE PURCHASE

**OnBase® Information Management System
SOFTWARE MAINTENANCE AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 20__, by and between Hyland Software, Inc., an Ohio corporation with its principal offices at 28500 Clemens Road, Westlake, Ohio 44145 ("Service Provider"), and the company, person or entity executing this Agreement as the "Licensee" in the space provided below ("Licensee"):

RECITAL:

WHEREAS, Service Provider has licensed to Licensee the software specified in Service Provider's OnBase® End User License Agreement with Licensee (as the same may be amended or modified from time to time, the "EULA") and Licensee desires to obtain, and Service Provider is willing to provide, maintenance and technical support services for such software and the delivery of generally released upgrades and enhancements with respect to such software;

NOW, THEREFORE, the parties mutually agree as follows:

1. **DEFINED TERMS.** The following terms shall have the meanings set forth below for all purposes of this Agreement:

(a) Certified Software Employee. "Certified Software Employee" means an employee of Licensee that meets the applicable certification or qualification requirements set forth on Attachment 1 to this Agreement, as such Attachment 1 may be amended from time to time by Service Provider upon at least ninety (90) days advance written notice to Licensee.

(b) Documentation. "Documentation" means electronic on-line material, including user manuals, provided by Service Provider for the Software and that relate to the functional, operational or performance characteristics of the Software.

(c) Error. "Error" means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the current Documentation provided by Service Provider to Licensee.

(d) EULA. "EULA" is defined in the recital to this Agreement.

(e) Maintenance and Support Services. "Maintenance and Support Services" means all professional services provided under this Agreement by Service Provider.

(f) Software. "Software" means (1) the current released version of the computer software licensed by Licensee from Service Provider under the EULA and as listed on Exhibit A attached hereto, and (2) at any time after Service Provider has delivered to Licensee a new version of such computer software as an Upgrade and Enhancement under this Agreement, the released version of such computer software last released prior to the current released version; provided, that the Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Service Provider first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.

(g) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Service Provider commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed Software or new functionality.

2. MAINTENANCE AND SUPPORT SERVICES.

(a) Generally. Service Provider shall: (1) use its commercially reasonable efforts to correct any Error(s) in the Software reported in the manner described below that are confirmed by Service Provider, in the exercise of its commercially reasonable judgment; and (2) upon the request of a Certified Software Employee of Licensee, provide technical support and assistance and advice related to the operation and use of the Software by Licensee, or any problems with any of the foregoing. Service Provider's current policies require Licensee to report an Error notice promptly during applicable support hours by telephone using Service Provider's regular customer support telephone line (currently 440-788-5600) or by e-mail using Service Provider's regular customer support e-mail address (currently support@onbase.com). Licensee's report must include updated information on its installed version of the Software and information reasonably necessary to describe the circumstances under which the reported Error is manifest. Service Provider shall undertake to confirm any reported Errors promptly after receipt of proper notice from Licensee, in accordance with Section 4(c) of this Agreement and Service Provider's current Error reporting procedures. Service Provider shall perform services in an effort to correct confirmed Errors promptly after making such confirmation. Maintenance and Support Services generally will be available during the hours of 8:00 a.m. to 8:00 p.m., Eastern Time, Monday through Friday, excluding holidays, or as otherwise provided by Service Provider to its end users purchasing continuing Maintenance and Support Services in the normal course of its business, by on-line connectivity, telephonically or both. Should Licensee experience an emergency situation outside of normal hours, Licensee may contact Service Provider 24 hours per day, 7 days per week, by calling Service Provider's regular telephone Maintenance and Support Services number and using Service Provider's after hours paging system. Service Provider's designated support engineer on call will contact Licensee regarding the emergency situation within a reasonable time (usually not more than 3 hours) after the page. Service Provider reserves the right to notify Licensee that it is making unauthorized (*i.e.*, not in an emergency situation) or excessive use of after hours Maintenance and Support Services and to terminate the provision of such Services thereafter, unless Licensee pays Service Provider for such continued after-hours Services at the rate of \$150 per hour (with a minimum charge of one hour per call). An emergency situation is as the occurrence of an Error that causes Licensee's business to be materially interrupted and the Error has prevented, in a material respect, any access to or use of the Software by Licensee in its production environment. Licensee shall be informed at the time of a call if such call is considered an unauthorized or excessive use call and Licensee shall have the opportunity to terminate the call and delay Maintenance and Support Services until normal hours on the next business day. Licensee acknowledges and agrees that Service Provider requires on-line access to the Software installed on Licensee's systems in order to provide Maintenance and Support Services hereunder. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, appropriate communications software as specified by Service Provider; and Licensee shall establish and maintain, at Licensee's sole cost and expense, an adequate connection with Service Provider to facilitate Service Provider's on-line Maintenance and Support Services.

(b) On-Site Services. Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis in accordance with Section 5(a)(4), Service Provider may provide on-site Maintenance and Support Services at Licensee's facilities in connection with the correction of any Error(s) involving a mission critical function of the Software that is not functioning in a production environment.

(c) Exclusions. Service Provider is not responsible for providing, or obligated to provide, Maintenance and Support Services or Upgrades and Enhancements under this Agreement: (a) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, including any configuration of the Workflow or WorkView modules of the Software that was not undertaken by Service Provider or authorized in writing in advance by Service Provider; (b) in connection with any Error if Service Provider has previously provided corrections for such Error, which correction Licensee choose not to implement; (c) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software bundled with the Software by Service Provider), hardware or any system or networking utilized by Licensee; (d) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (e) if any party other than Service Provider, or an authorized subcontractor specifically selected by Service Provider in accordance with Section 11(h) of this Agreement, has provided any services in the nature of Maintenance and Support Services to Licensee with respect to the Software.

(d) Excluded Software and Hardware. This Agreement does not govern, and Service Provider shall not be responsible for, the maintenance or support of any software other than the Software or for any hardware or equipment of any kind or nature, whether or not obtained by Licensee from Service Provider.

3. UPGRADES AND ENHANCEMENTS. Service Provider will provide to Licensee, in accordance with Service Provider's then current policies, all Upgrades and Enhancements to the Software released during the term of this Agreement. Licensee acknowledges and agrees that Service Provider has the right, at any time, to change the specifications and operating characteristics of the Software and Service Provider's policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Service Provider and the sole and exclusive property of Service Provider, and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Service Provider.

4. LICENSEE'S RESPONSIBILITIES.

(a) Operation of the Software. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. To the maximum extent allowed by applicable law, Service Provider shall have no responsibility or liability for data loss regardless of the reasons for said loss. To the maximum extent allowed by applicable law, Service Provider shall have no responsibility or liability for Licensee's selection or use of the Software or any hardware, third party software or systems.

(b) Licensee's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Licensee agrees to implement, in the manner instructed by Service Provider, all Error corrections and Upgrades and Enhancements. Licensee's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this Section 4(b) shall relieve Service Provider of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Licensee be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.

(c) Notice of Errors; Documentation of Errors. Licensee shall provide prompt notice of any Errors in the Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Service Provider's then current policies for reporting of Errors. Proper notice may include, without limitation, prompt telephonic and written notice to Service Provider of any alleged Error. If requested by Service Provider, Licensee agrees to provide written documentation of Errors to substantiate the Errors and to assist Service Provider in the detection and correction of said Errors.

(d) Access to Premises and Systems. Licensee shall make available reasonable access to and use of Licensee's premises, computer hardware, peripherals, Software and other software as Service Provider deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. Such right of access and use shall be provided at no cost or charge to Service Provider.

5. FEES, PAYMENTS, CURRENCY AND TAXES.

(a) Annual Maintenance Fees. Licensee shall pay to Service Provider annual maintenance fees in the amounts invoiced by Service Provider.

(1) Current Software. The table on Exhibit A attached hereto sets forth the aggregate invoice amounts for current annual maintenance fees for each Software module currently licensed, and for all Software

modules currently licensed in the aggregate. As of the date of execution of this Agreement, Licensee has paid annual maintenance fees for Software modules listed in the attached Exhibit A through June 30, 2010. Licensee shall be required to submit a purchase order in the then current amount of the annual maintenance fees for the next maintenance period as determined in the column "Next Billing Period" of the attached Exhibit A.

(2) Additional Software. Service Provider shall invoice Licensee for annual maintenance fees for all Software modules that Licensee additionally licenses under the EULA promptly upon acceptance of Licensee's purchase order for the purchase of Maintenance and Support Services for such Software.

(3) Renewal Periods. Service Provider shall invoice Licensee for annual maintenance fees for renewal terms at least forty-five (45) days prior to the end of the then-current term of this Agreement. In the event that any term of this Agreement for which annual maintenance fees are payable is a period of less than twelve (12) calendar months, the annual maintenance fees for such term will be pro rated based upon the number of calendar months in such period (including the calendar month in which such term of this Agreement commences only if such period commences prior to the 15th day of such month).

(4) Time and Materials Charges. Notwithstanding anything to the contrary, if Licensee requests (1) Maintenance and Support Services that Service Provider is not obligated to provide because of the provisions of Section 2(c), and Service Provider agrees to provide such requested Services notwithstanding the provisions of Section 2(c), (2) on-site Maintenance and Support Services in accordance with Section 2(b), or (3) any other services in the nature of Maintenance and Support Services that Service Provider is not obligated to provide, or is not obligated to provide in the manner requested, and Service Provider agrees to provide the requested Maintenance and Support Services, then in any such case Licensee agrees that such Maintenance and Support Services shall not be covered by the annual maintenance fees under Section 5(a) and Licensee agrees to pay for such Maintenance and Support Services at Service Provider's standard time and materials charges payable by end users who have not purchased a continuing Software Maintenance Agreement from Service Provider. Service Provider shall invoice Licensee for all time and materials charges hereunder.

(b) Travel Expenses. Licensee shall be responsible for all travel expenses incurred by Service Provider in connection with the performance of this Agreement. Service Provider shall invoice Licensee for all travel expenses hereunder. Travel expenses and per diem expenses may not exceed those set by the Tennessee Board of Regents Policy.

(c) Payments; Remedies.

(1) Annual Maintenance Fees. Licensee shall pay all invoices for annual maintenance fees in full on or before the last day of the then-current term of this Agreement.

(2) Other Payments. Licensee shall pay all other invoices hereunder in full net thirty (30) days from the date of receipt of invoice.

(3) Remedies. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable under the Tennessee Prompt Pay Act) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Licensee in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Service Provider shall have the right to cease to provide any Maintenance and Support Services and Upgrades and Enhancements to Licensee unless and until such default, and any and all other defaults by Licensee under this Agreement, shall have been cured.

(4) U.S. Dollars. All payments by Licensee to Service Provider shall be made in U.S. dollars.

(d) Taxes and Governmental Charges. In addition to any and all other payments required to be made by Licensee hereunder, Licensee shall pay all taxes and governmental charges, foreign, federal, state, local or otherwise (other than income or franchise taxes of Service Provider), however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including but not limited to sales and use taxes, excise

taxes and customs duties or charges. Licensee agrees to make any and all required tax payments directly to the appropriate taxing authority. Service Provider acknowledges that Licensee is a State Agency and is therefore not subject to sales or use taxes.

6. LIMITED WARRANTY.

(a) Limited Warranty of Services. Service Provider warrants that the Maintenance and Support Services shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance and Support Services fail to conform to this limited warranty, Licensee must notify Service Provider in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If, after such timely notice from Licensee, the Maintenance and Support Services in question are determined not to conform to this limited warranty, Service Provider's obligation, and Licensee's remedy, shall be for Service Provider to use commercially reasonable efforts to re-perform the nonconforming Services in an attempt to correct the nonconformity. If Service Provider is unable to correct such nonconformity after a reasonable period of time, Licensee's remedy shall be termination of this Agreement in accordance with Section 8(b)(3)(B). This warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

(b) No Warranty of Upgrades and Enhancements. The EULA shall govern any limited warranty or disclaimers relating to Upgrades and Enhancements of the Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Upgrades and Enhancements.

(c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6(a), SERVICE PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT SERVICES, ANY SOFTWARE OR ANY UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, SERVICE PROVIDER DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. SERVICE PROVIDER DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

7. **LIMITATIONS OF LIABILITY.** TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID BY LICENSEE TO SERVICE PROVIDER UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

8. TERM, RENEWAL AND TERMINATION.

(a) Term. Subject to the early termination provisions of Section 8(b), the initial term of this Agreement (the "Initial Term") shall commence on the day that the last party has executed this Agreement and shall expire on June 30, 2011; and, except as otherwise provided in Section 8(c)(3) below, the term of this Agreement shall be

renewed thereafter, annually on a July 1 through June 30 basis, not to exceed five (5) years in length. At the end of such five (5) year period, if the parties desire to continue Maintenance and Support Services, the parties will enter into a written amendment for the renewal of the Agreement.

(b) Early Termination.

(1) Automatic. This Agreement shall terminate automatically, without any other or further action on the part of either of the parties, immediately upon any termination of the EULA.

(2) By Service Provider.

(A) For Cause. Service Provider shall be entitled to give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this Agreement, specifying the nature of such breach or non-compliance and requiring Licensee to cure the breach or non-compliance. If Licensee has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within (A) in the case of non-payment, any breach of Section 1 of the EULA, ten (10) calendar days after receipt of such written notice, or (B) in the case of any other breach or non-compliance, twenty (20) business days after receipt of such written notice, Service Provider shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.

(B) Non-Renewal. Service Provider may elect not to renew this Agreement either by written notice to Licensee or by not sending an invoice for maintenance fees for the next renewal term. If Service Provider makes such an election, this Agreement shall terminate on the last day of the annual maintenance period in which such election is made.

(3) By Licensee.

(A) For Convenience. Licensee may terminate this Agreement at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to Service Provider.

(B) For Cause. Licensee shall be entitled to give written notice to Service Provider of any breach by Service Provider or other failure by Service Provider to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Service Provider to cure the breach or non-compliance. If Service Provider has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within twenty (20) business days after receipt of written notice, Licensee shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement; and thereafter, so long as Licensee has complied in all material respects with its obligations under the EULA and this Agreement and is current on all payment obligations under the EULA and this Agreement, Licensee shall be entitled to a refund from Service Provider of the "unused portion of the annual maintenance fees" for the then-current term of this Agreement. For these purposes, the "unused portion of the annual maintenance fees" shall mean that portion of the annual maintenance fees paid by Licensee under Section 5(a) with respect to the term of this Agreement during which such termination of this Agreement is effective, equal to the total of such annual maintenance fees multiplied by a fraction, the numerator of which shall be the number of calendar months during the then-current term of this Agreement that remain until the end of such then-current term, commencing with the calendar month after the calendar month in which such termination is effective, and the denominator of which shall be the total number of calendar months in such then-current term determined without regard to such termination.

(C) Non-Renewal. Licensee may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Service Provider on or prior to the date payment is due under Section 5(c)(1) of Service Provider's invoice for annual maintenance fees for the next succeeding renewal term of this Agreement.

(4) By Either Party in Accordance with Section 9. Either party may terminate this Agreement in accordance with the procedures set forth in Section 9.

(c) Effect of Termination.

(1) Payments. Notwithstanding any termination of this Agreement, Licensee shall be obligated to pay Service Provider for (A) all Maintenance and Support Services provided on a time and materials basis in accordance with this Agreement at any time on or prior to the effective date of termination; (B) all annual maintenance fees due with respect to any period commencing prior to the effective date of termination; and (C) all travel costs incurred by Service Provider at any time on or prior to the effective date of termination, to the maximum extent allowed by law. All such payments shall be made in accordance with Section 5, which shall survive any such termination for these purposes.

(2) Survival of Obligations. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 3 (as it relates to title and ownership), Section 5(d), Section 6(c), Section 7, Section 8, Section 10 and Section 11.

(3) Reinstatement of Agreement. In the event of the termination of this Agreement by Licensee under Section 8(b)(3)(C) (Non-Renewal), Licensee may at any time after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 8(c)(3). To obtain reinstatement, Licensee shall deliver written notice to such effect to Service Provider, together with payment in full of: (A) annual maintenance fees, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for all periods (as determined under Section 8(a) as if the Agreement had not been terminated under Section 8(b)(3)(C)) that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (B) an amount equal to one hundred ten percent (110%) of the annual maintenance fee, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for the renewal term of this Agreement commencing on the effective date of such reinstatement. Any reinstatement under this Section 8(c)(3) shall be effective as of the first business day after Service Provider has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal term commencing with the effective date of reinstatement of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter the term of this Agreement shall be renewed: (i) at the end of such first renewal term, for a period from the first day after the end of such first renewal term through December 31 of the calendar year in which such first renewal term ends; and (ii) thereafter, annually on a calendar year by calendar year basis.

EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 8(c)(3), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

9. **FORCE MAJEURE.** No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 9 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 9 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

10. **NOTICES.** Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail,

(B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

11. GENERAL PROVISIONS.

(a) Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Tennessee, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the Claims Commission in the State of Tennessee.

(b) Interpretation. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

(c) Waiver. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

(d) Integration. This Agreement and the EULA, including any and all exhibits and schedules referred to herein or therein set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

(e) Binding Agreement and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Service Provider may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Service Provider. Any change in control of Licensee resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section 11(e) shall be null and void and of no force or effect.

(f) Severability. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

(g) Independent Contractor. The parties acknowledge that Service Provider is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support Services.

(h) Subcontracting. Service Provider may subcontract all or any part of the Maintenance and Support Services. Service Provider shall remain responsible to Licensee for the provision of any subcontracted services.

(i) Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.

(j) Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be adequate for Service Provider's protection and, accordingly, Service Provider shall have the right to seek, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement. Such injunction against Licensee may only be issued pursuant to court order.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

UNIVERSITY OF MEMPHIS

HYLAND SOFTWARE, INC.

Business Address:
319 Scates Hall
Memphis, Tennessee 38152

Business Address:
28500 Clemens Road
Westlake, Ohio 44145

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

<u>SOFTWARE MODULES</u>	<u>PRODUCT CODE</u>	<u>QUANTITY</u>	<u>PAID THROUGH</u>	<u>NEXT BILLING PERIOD</u>	<u>ANNUAL MAINTENANCE FEES</u>
AFP Input Filter	AFMPW1	1	06/30/2010	07/01/2010-06/30/2011	\$1,800.00
COLD/ERM	CLMPW1	1	06/30/2010	07/01/2010-06/30/2011	\$1,800.00
Concurrent Client (1-100)	CTMPC1	100	06/30/2010	07/01/2010-06/30/2011	\$21,600.00
Concurrent Client (101-200)	CTMPC2	10	06/30/2010	07/01/2010-06/30/2011	\$1,800.00
Named User Client (1-100)	CTMPN1	25	06/30/2010	07/01/2010-06/30/2011	\$2,700.00
Production Document Imaging (Kofax or Twain)(1)	DIMPW1	1	06/30/2010	07/01/2010-06/30/2011	\$900.00
Production document Imaging (Kofax or Twain)	DIMPW2	5	06/30/2010	07/01/2010-06/30/2011	\$1,800.00
Document Import Processor	DPMPW1	1	06/30/2010	07/01/2010-06/30/2011	\$900.00
DVD Authoring	DVMPW1	1	06/30/2010	07/01/2010-06/30/2011	\$360.00
E-Forms	FMMP11	1	06/30/2010	07/01/2010-06/30/2011	\$1,800.00
Production Document Imaging (ISIS or Twain)(2+)	ISMPW2	13	06/30/2010	07/01/2010-06/30/2011	\$4,680.00
Multi-User Server	OBMPW1	1	06/30/2010	07/01/2010-06/30/2011	\$900.00
PCL Input Filter	PCMPW1	1	06/30/2010	07/01/2010-06/30/2011	\$540.00
Virtual Print Driver	PTMPC1	1	06/30/2010	07/01/2010-06/30/2011	\$900.00
Records Management	RIMPI1	1	06/30/2010	07/01/2010-06/30/2011	\$3,600.00
Workflow Concurrent Client	WFMP1	17	06/30/2010	07/01/2010-06/30/2011	\$3,060.00
Departmental Workflow Server	WFMPD1	2	06/30/2010	07/01/2010-06/30/2011	\$3,600.00
Workflow Named User Client	WFMPN1	25	06/30/2010	07/01/2010-06/30/2011	\$2,250.00
Web Server	WTMPW1	1	06/30/2010	07/01/2010-06/30/2011	\$1,800.00
TOTAL INITIAL ANNUAL MAINTENANCE FEES					\$56,790.00

Attachment 1

Certified Software Employee Requirements

1. For technical support and advice related to the operation or use of the Software generally, a Certified Software Employee means either a Certified System Administrator or a Certified OnBase Installer.
2. For technical support and advice related specifically to the operation or use of the Software Workflow module, a Certified Software Employee means a Certified System Administrator, a Certified OnBase Installer or Certified Workflow Engineer.
3. For technical support and advice related specifically to the operation or use of the Software WorkView module, a Certified Software Employee means someone who has successfully completed the OnBase WorkView course.
4. For technical support and advice related specifically to the operation or use of the Software Application Programming Interfaces, a Certified Software Employee means a Qualified API Technician, someone who has successfully completed the OnBase API course.

For purposes of the requirements above:

(a) A Certified System Administrator is an employee of Licensee who satisfies the following requirements:

- 1) Successful completion of Service Provider Software's OnBase System Administrator's course
- 2) Submission of a Service Provider-accepted OnBase Installation Report for the Licensee solution

(b) A Certified OnBase Installer is an employee of Licensee who satisfies the following requirements:

- 1) Successful completion of the Pre-Installation Web Training located on Training.OnBase.com
- 2) Obtain MCP certification in Microsoft Windows Server or Microsoft SQL Server
- 3) Successful completion of Service Provider's OnBase Introduction to Installation course
- 4) Submission of an acceptable OnBase Installation Report
- 5) Successfully complete and pass* Service Provider's OnBase Installer Certification Course

* The OnBase Installer Certification Course requires a score of eighty percent (80%) or higher for successful completion and passage. The score is based on written and practical exams that encompass the core OnBase modules, installation tasks, and error recovery. If a score lower than 80% is attained, the individual must take the OnBase Installer Certification Course. If the individual fails the examination a second time, the individual may not re-take the exam or attend another OnBase Installer Certification Course for at least six months from the date of the examination.

Initial Certified certifications are valid for two (2) years from the date of successful completion and passage of the associated training course and satisfaction of other prerequisites. Thereafter recertification is required in accordance with then-applicable recertification requirements as determined from time-to-time by Service Provider.

(c) A Certified Workflow Engineer is an employee of Licensee who satisfies the following requirements:

- 1) Successful completion of Service Provider's OnBase Introduction to Installation course or System Administration Course
- 2) Successful completion of Service Provider's Introduction to Workflow course
- 3) Participation in an OnBase Workflow implementation with an OnBase Certified Workflow Engineer
- 4) Submission of an accepted OnBase Workflow Implementation Report

* Initial Certified Workflow Engineer status is valid for two (2) years from the date of successful completion of the Workflow Certification Course. Thereafter recertification is required in accordance with then-applicable recertification requirements as set forth from time-to-time on Service Provider's Training.OnBase.com Web Site.

- (d) A Certified WorkView Engineer is an employee of Licensee who satisfies the following requirements:
- 1) Achieve and maintain Certified OnBase Installer status or System Administration status
 - 2) Successful completion of Service Provider's WorkView Implementation Course

* Initial Certified WorkView Engineer Certification is valid for two (2) years from the date of successful completion of the WorkView Implementation Course. Thereafter recertification is required in accordance with then-applicable recertification requirements as set forth from time-to-time on Service Provider's Training.OnBase.com Web Site.