Bunker Hill
Community College
imagine the possibilities

PURCHASE ORDER No.	P0031923

SHIP TO:

Office Information System
Bunker Hill Community College
250 New Rutherford Ave
Charlestown MA 02129

INVOICE TO:

Bunker Hill Community College
BUSINESS OFFICE
250 New Rutherford Avenue
Boston, Massachusetts 02129-2991

VENDOR: 0430766
Softdocs Inc
807 Bluff Rd
Columbia SC 29201

TAX EXEMPT NUMBER 999-089-606
Questions? please call (617) 228-2425

ALL DELIVERIES MUST BE CHECKED IN WITH MAIL ROOM NEAR LOADING DOCK BEFORE ROUTING TO DEPARTMENT. PLEASE EMAIL YOUR INVOICE DIRECTLY TO: apayable@bhcc.edu

P.O. INITIATOR	G.L. ACCOUNT NUMBER			
Maria D. Leite	1_1100_1_1_2250_5U100			

P.O. DATE	DELIVERY EXPECTED	F.O.B.	SHIP VIA	VENDOR TERMS
08/04/21	08/02/21			

QUANTITY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	YR YEAR	Softdocs Etrieve Software Subscription License, Maintenance and support Year 2 (of 5 year) of agreement Reference SOFTWARE END USER LICENSE AGREEMENT and Standard Contract	59,500.00	59,500.00

TOTAL AMOUNT $ 59,500.00

Approved by Comptroller DATE 08 /04 /2021

SOFTWARE END USER LICENSE AGREEMENT

For Etrieve Cloud

THIS SOFTWARE END USER LICENSE AGREEMENT ("Agreement") is entered into on **December 31, 2020**, by and between **Softdocs, Inc**. ("SOFTDOCS"), organized and existing under the laws of the State of South Carolina, and **Bunker Hill Community College** (hereinafter referred to as "CLIENT") organized and existing under the laws of the Commonwealth of Massachusetts.

WHEREAS, CLIENT desires to use computer software and professional services commercially available from SOFTDOCS;

SOFTDOCS and CLIENT ("Parties") hereby agree as follows:

1. License Subscription

1.1 - CLIENT is committing to a five (5) year annual subscription (the "Subscription Term") with an initial up front amount of $59,500.00 annually (the "Annual Subscription Rate"). This amount will be due upon Agreement signing.

1.2 - Beginning in Year 4, SOFTDOCS will increase CLIENT's Annual Subscription Rate by three percent (3%) annually. If additional Software or user licenses are purchased from SOFTDOCS, the Annual Subscription Rate will also increase accordingly.

As such, the Subscription Term Annual Subscription Rate schedule (the "Annual Subscription Rate Schedule") is as follows:
   Year 1: $59,500.00
   Year 2: $59,500.00
   Year 3: $59,500.00
   Year 4: $61,285.00
   Year 5: $63,123.55

1.3 - In return for the Annual Subscription Rate (plus applicable annual increases dictated in the Annual Subscription Rate Schedule in Section 1.2) paid annually throughout the Subscription Term, SOFTDOCS grants to CLIENT a non-exclusive license to use software components listed (the "Software") in the accepted sales proposal **Q-11324-3** and accompanying Etrieve Cloud Subscription Licensing document (the "Sales Proposal") for the Subscription Term, to process the data of the CLIENT.

1.4 - SOFTDOCS agrees to furnish Software in a SOFTDOCS managed cloud-hosted environment (the "Etrieve Cloud Environment"), subject to terms dictated in the Softdocs Etrieve Cloud Service Level Policy.

1.5 - CLIENT may choose to have one (1) test environment of the above Software configured within the Etrieve Cloud Environment (the "Test Environment") for an additional cost. Data within the Test Environment must also be that of the CLIENT and only used for testing purposes. The Test Environment is subject to terms dictated in the Softdocs Etrieve Cloud Service Level Policy.

1.6 - The Annual Subscription Rate (plus applicable annual increases dictated in the Annual Subscription Rate Schedule in Section 1.2) includes all applicable software licensing, cloud hosting, maintenance and support charges for Software within the Sales Proposal.

1.7 - All applicable professional services and training, plus related expenses pursuant to the Softdocs Billable Expenses Policy, will be invoiced as rendered, unless noted otherwise, and are not a part of the Annual Subscription Rate.

1.8 - Softdocs reserves the right to invoice CLIENT billable expenses related to rendered professional services on a progressive basis, billed and due monthly as completed, pursuant to the Softdocs Billable Expenses Policy. Depending upon length of deployment, expenses may be invoiced one time upon completion of final training.

1.9 - The initial Annual Subscription Rate payment will be due in full upon contract signing. Additional Annual Subscription Rate payments, subject to annual increases dictated in the Annual Subscription Rate Schedule in Section 1.2, will be billed annually for the remainder of the Subscription Term. CLIENT will pay in United States Dollars (US$) by check delivered to SOFTDOCS, or bank transfer to SOFTDOCS' account number or such other bank account that SOFTDOCS may designate.

1.10 - The Annual Subscription Rate beyond the Subscription Term will be negotiated under a separate contractual agreement. No less than 180 Days prior to the conclusion of the Subscription Term, SOFTDOCS will provide CLIENT revised Annual Subscription Rate and Subscription Term options.

1.11 - SOFTDOCS grants to CLIENT the use of all associated documentation for licensed Software as provided by SOFTDOCS. This does not include any training courses or materials, online or otherwise provided, available as a fee-for-service or through an additional subscription.

1.12 - The same terms and rights noted above also apply to any additional future software components licensed from SOFTDOCS, unless noted otherwise.

2. Proprietary Rights and Restrictions on Use.

2.1 - It is agreed and acknowledged that SOFTDOCS owns all proprietary rights, including copyrights, in the Software and associated documentation with the exception of proprietary rights in the underlying programming language owned by third parties.

2.2 - CLIENT shall not (and shall not permit any other person or entity to) use, make additional copies of, create additional cloud instances of, or distribute copies of the Software except as expressly permitted herein. Further,

CLIENT shall not sub-license, lend, lease, donate, loan, or pledge the Software. CLIENT shall only copy documentation provided by SOFTDOCS for use and distribution strictly within CLIENT user base.

2.3 - CLIENT is only receiving a non-exclusive use license to use the Software in executable code form, deployed in the Etrieve Cloud Environment . CLIENT agrees that the Software contains valuable trade secrets of SOFTDOCS and CLIENT agrees not to take any action to, and agrees not to permit any other person to take any action to, discover or disclose such trade secrets.   In this connection, CLIENT shall not, and shall not permit anyone else, to decompile, disassemble, or otherwise reverse engineer the Software.

3. Source Code

3.1 - The source code for Software purchased under this agreement shall remain the property of SOFTDOCS. However, in the event that SOFTDOCS, meets any of the following conditions, the most current copy of the source code and any available documentation will be made available to the CLIENT within 30 days:
- SOFTDOCS cessation for any reason to do business
- SOFTDOCS discontinues maintenance of software

4. Support, Maintenance and Updates

4.1 - In return for the Annual Subscription Rate (plus applicable annual increases dictated in the Annual Subscription Rate Schedule in Section 1.2) paid throughout the Subscription Term, the following is included:

- Cloud hosting within the Etrieve Cloud Environment, subject to the Softdocs Etrieve Cloud Service Level Policy
- Online and telephone based technical support for problem resolution and consultation, subject to the Softdocs Annual Guaranteed Service Agreement.
- Access to newly developed system enhancements and releases that are widely applicable and commercially available.

4.2 - CLIENT is responsible for the installation and testing of any and all Software enhancements and releases deployed on local CLIENT-owned servers, workstations or devices, unless additional professional services are obtained from SOFTDOCS.

Specifically, this includes:
- Locally deployed (Cloud Hybrid Server) Etrieve File Transfer utility
  - Allows for documents scanned on multi-function/networked scanners or imported from other utilities (such as CRM tools) to be securely delivered to Etrieve in the Cloud

4.3 - CLIENT is responsible for the user training of any and all Software enhancements and releases unless professional services are obtained from SOFTDOCS.

4.4 - In order to provide adequate and timely support for any and all Software components deployed on local CLIENT-owned servers, workstations or devices, CLIENT must maintain a dependable internet connection satisfactory to SOFTDOCS. Otherwise, SOFTDOCS reserves the right to limit service or assess additional charges.

Specifically, this includes:
- Locally deployed (Cloud Hybrid Server) Etrieve File Transfer utility
  - Allows for documents scanned on multi-function/networked scanners or imported from other utilities (such as CRM tools) to be securely delivered to Etrieve in the Cloud

4.5 - Annual Subscription does not include support for any e-form or workflow changes, document filing structure changes, coding or data integration services. Professional services time for these types of activities may be purchased in advance (via time banks) or as needed from SOFTDOCS.

5. Term and Termination

5.1 - The license granted hereunder shall remain in full force and effect for the Subscription Term. This license shall be automatically terminated in the event CLIENT violates any of the terms of this Agreement, including failure to pay the Annual Subscription Rate (plus applicable annual increases dictated in the Annual Subscription Rate Schedule in Section 1.2) in current or future years.

5.2 - CLIENT may terminate the Agreement early for good cause in the event of a material breach of this Agreement by SOFTDOCS, without penalty or payment of remaining Annual Subscription Term payments to SOFTDOCS. CLIENT shall provide SOFTDOCS with written notice of said material breach ("Notice") and SOFTDOCS shall have thirty (30) days after receipt of said Notice to remedy the breach before termination for cause under this subsection shall become effective.

Upon satisfaction of CLIENT that the breach has been remedied within thirty (30) days of CLIENT'S Notice to SOFTDOCS the Parties shall continue performance under this Agreement without interruption. In the event that SOFTDOCS fails to satisfactorily remedy the breach, and CLIENT chooses to exercise its option to terminate the Agreement for cause based on the reported breach, SOFTDOCS will refund to CLIENT the paid Annual Subscription payment for the then current subscription year, prorated by the number of days used within the current subscription year, less any outstanding payments due by the CLIENT for rendered professional services and related expenses, and CLIENT will not be responsible to pay to SOFTDOCS any remaining Annual Subscription Rate payments for the Subscription Term.

5.3 - SOFTDOCS may terminate the Agreement early with at least sixty (60) days notification to CLIENT. Upon cancellation, Softdocs will refund any paid Annual Subscription Rate payments, prorated by the number of days used within the current subscription year, less any outstanding payments due by the CLIENT for rendered professional services and related expenses.

5.4 - Upon termination of this Agreement for any reason, access to the Etrieve Cloud instance will be disabled immediately. CLIENT shall discontinue use of any and all Softdocs components deployed on local CLIENT-owned servers, workstations or devices and turn over the Software, including all copies of the Software in CLIENT's possession not on hard disk, to SOFTDOCS and will delete all such copies on hard disks or other storage means and cause the hard disks or other storage means to be rendered such that the Software cannot be undeleted. The CLIENT shall have no further right to use, copy, or distribute the Software, or copies of the Software, for any purpose. Additionally, all documentation relating to the Software shall also be returned.

5.5 - SOFTDOCS will preserve CLIENT data at current prevailing hosting and storage rates until such time that any disputes are settled and CLIENT has had 60 days from such dispute to retrieve its data. During these 60 days CLIENT data will be preserved at prevailing hosting and storage rates, with payment for hosting and storage due immediately at time of data retrieval.

6. Software Delivery and Acceptance Agreement

Attached hereto as "Addendum A" is a "Software Delivery and Acceptance Agreement" which must be signed and agreed to in tandem with this Software End User License Agreement.

7. Warranty and Service Availability

7.1 - SOFTDOCS does not warrant that the functions contained in the Software will meet CLIENT's requirements or that the operation of the Software will be uninterrupted or error free. This warranty does not cover any media or documentation subjected to damage or abuse not caused by SOFTDOCS. This warranty does not cover any copy of the Software which has been altered or changed in any manner other than by SOFTDOCS. SOFTDOCS is not responsible for problems caused by changes in the operating characteristics of the computer hardware or operating system which are made after delivery of the Software or for problems in the interaction of the Software with non-SOFTDOCS software.

7.2 - Etrieve Cloud Environment availability and service levels are documented in the Softdocs Etrieve Cloud Service Level Policy.

7.3 - EXCEPT AS EXPRESSLY PROVIDED HEREIN, SOFTDOCS MAKES NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIMS RELATING TO THE SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SOFTDOCS, ITS EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES.

8. Limitation of Liability

SOFTDOCS SHALL NOT, IN ANY EVENT, BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR ANY DATA SUPPLIED THEREWITH EVEN IF SOFTDOCS OR ANY OF ITS DISTRIBUTORS OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ALL CIRCUMSTANCES, SOFTDOCS' MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING FOR ANY CLAIM AND/OR SERIES OF CLAIMS) SHALL NOT EXCEED THE AGGREGATE AMOUNTS PAID BY CLIENT FOR SUBSCRIPTION FEES IN THE PAST TWELVE (12) MONTHS.

9. Hiring of Personnel Prohibited

The Parties agree that during the term of this Agreement and twelve (12) months thereafter, neither shall (nor shall cause its agents and/or affiliates to) directly, or indirectly through any affiliate or other entity, offer employment to, employ, engage as an independent contractor, or otherwise obtain (or encourage any third party to retain) the services of any person employed at such time by the other party or its affiliate, who became known to such party or its affiliate in connection with the performance of this Agreement, unless specific written consent to offer employment to, employ, engage as an independent contractor, or otherwise obtain the services of the employee has been obtained from the other party.

10. Confidentiality

CLIENT expressly undertakes to retain in confidence and to require its officers, employees, agents or third parties engaged by CLIENT to retain in confidence all information and know-how transmitted to CLIENT by SOFTDOCS that SOFTDOCS had identified as being proprietary and/or confidential, including without limitation: technical information specific to the Software and future product plans, the terms and conditions of this Agreement, and information disclosed regarding past, present or future marketing and business plans, customer lists, and lists of prospective customers, and will make no use of such information and know-how except under the terms and during the existence of this Agreement.

It is possible that private student information protected by the federal Family Educational Rights and Privacy Act (FERPA)(20 U.S.C. § 1232g; 34 CFR Part 99) may be transmitted to SOFTDOCS under the terms of this Agreement. Pursuant to FERPA, and any and all other applicable state or federal laws or regulations, all student information related to or discovered in performance of this Agreement is confidential and SOFTDOCS agrees not to disclose or provide access to student information to anyone other than employees of CLIENT and those employees of SOFTDOCS to whom access is necessary for performance under this Agreement, or other approved party or as may be required by law. No other student information is to be accessed by or disclosed to any party. The Parties hereby agree to enter into a FERPA compliant data sharing agreement if deemed necessary by CLIENT legal counsel.

11. Taxes and Duties

In addition to any subscription fee or other amounts charged, CLIENT shall pay to or reimburse SOFTDOCS for amounts equal to any sales and/or use tax, excise tax, tariff, duty, property tax, or assessment (other than any tax based upon SOFTDOCS' net income) and related interest and penalties imposed by any governmental authority at any time regarding the license or use of the Software or the services provided by SOFTDOCS. Such amount shall be invoiced to CLIENT by SOFTDOCS and CLIENT shall promptly reimburse SOFTDOCS for such amounts, in accordance with the terms of the invoice. In the event that CLIENT is exempt from the payment of any tax hereunder, CLIENT shall provide SOFTDOCS with a tax exemption certificate therefor.

12. Assignments Prohibited

CLIENT hereby agrees that CLIENT shall not, directly or indirectly; assign any of its rights (including the license granted hereunder) or duties to another without the prior written consent of SOFTDOCS. Without limiting the generality of the foregoing, change or control of a party hereto shall be deemed to be an assignment. As used in this section, "Change of Control" shall mean that a person or group other than the current controlling person or group

shall effectively control election of board members and/or directors. Any purported assignment by CLIENT hereunder shall be null and void and of no effect and shall constitute a breach hereunder.

13. Governing Law / Jurisdiction

This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the Commonwealth of Massachusetts.

14. Notices

All notices shall be in writing and shall be delivered or sent by registered or certified mail, postage fully prepaid, with a copy sent by ordinary mail. The following addresses of record shall be used for each party for this purpose:

To: Softdocs, Inc.
Attn: Software Licensing
807 Bluff Road
Columbia, SC 29201

To: Bunker Hill Community College
Attn: Information Technology
250 New Rutherford Ave.
Boston, MA 02129

Any Party may change the address for that party by written notice hereunder. All notices shall be effective upon the date of the earlier of delivery or attempted delivery, if mailed certified mail, or delivery, if hand delivered.

15. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

16. Construction and Interpretation

Although the first draft of this Agreement was prepared on behalf of SOFTDOCS, it shall not be construed in favor of or for or against any Party but shall be construed in accordance with the tenor of the language.

17. Addendum

For the license that is the subject of this Agreement, Addendums may also be entered into by the Parties relating to this contract. Such Addendums are hereby adopted and Incorporated by reference herein if applicable.

18. Indemnification

SOFTDOCS will indemnify, hold harmless and defend CLIENT against any claim that the Software infringes any patent, copyright, trade secret or other intellectual property right of a third party in existence as of the date of this Agreement. CLIENT will promptly notify SOFTDOCS of any such claims and agrees to assist SOFTDOCS in the defense thereof, at SOFTDOCS' expense.

19. Order of Precedence

The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by SOFTDOCS, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- Addendum B, Addendum to Commonwealth of Massachusetts Standard Contract Form and Commonwealth Terms and Conditions
- This End User License Agreement
- Addendum A, Installation & Acceptance Agreement
- Commonwealth of Massachusetts Standard Contract Form(s)
- Commonwealth Terms and Conditions
- Other exhibits or attachments to this Agreement

20. Entire Agreement

This Agreement embodies the entire agreement and understanding of the Parties and supersedes all prior agreements and understandings between the Parties hereto relating to the subject matter hereof.

21. Acceptance

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date appearing on the first page of this Agreement. Any individual executing this Agreement on behalf of any Party hereto does hereby represent and warrant that such execution is made with full authority and that such Party is bound by the terms hereof.

Softdocs, Inc.

Andrew Davis   12/11/2020
_____   _____

Signature   Date

Bunker Hill Community College

John K. Pitcher
John K. Pitcher (Dec 14, 2020 12:59 EST)

Dec 14, 2020

Signature   Date

ADDENDUM A

SOFTWARE DELIVERY & ACCEPTANCE AGREEMENT

THIS SOFTWARE DELIVERY AND ACCEPTANCE AGREEMENT ("Agreement") is entered into on **December 31, 2020** , by and between **Softdocs, Inc**. ("SOFTDOCS"), organized and existing under the laws of the State of South Carolina, and **Bunker Hill Community College** (hereinafter referred to as "CLIENT") organized and existing under the laws of the Commonwealth of Massachusetts

WHEREAS, CLIENT desires to use professional services ("Services") and computer software commercially available from SOFTDOCS licensed under a Softdocs Software Ender User License Agreement (herein after referred to as the "Software")

SOFTDOCS and CLIENT ("Parties") hereby agree as follows:

1. Software Delivery

Software Delivery is defined as the point in time that initial access to the Software is provided, regardless of whether additional configuration, customization, training or System Acceptance has occurred.

2. Scheduling

SOFTDOCS will schedule Software Delivery as close as possible to the requested dates made by CLIENT. The CLIENT will be advised of the rescheduled installation dates if SOFTDOCS cannot meet the requested dates. SOFTDOCS is not responsible for delays that might occur due to the CLIENT. SOFTDOCS shall use reasonable efforts to meet delivery dates requested by CLIENT, but in no event shall SOFTDOCS be liable for failure to do so or for failure to provide notice of delay.

2. CLIENT Responsibility

CLIENT is responsible for providing SOFTDOCS with all local system information. CLIENT is responsible for all local network connectivity as well as internet-based connectivity to the Software deployed in the Softdocs Etrieve Cloud Environment. CLIENT is responsible for having saved data for testing of Software at the time of installation. Any functions, features, or design changes from the accepted quote and/or project scope that impedes the installation and results in additional hours / days for the installation will result in additional charges at our standard rates.

Failure to provide the following may result in project delays and additional charges:
- Necessary personnel available and ready for scheduled on-site or remote professional services, including end-user and administrator training.
- Assistance to SOFTDOCS representatives for remote and/or on-site services .
- Local network and internet connectivity for installation and any on-site or remote professional services.

- Access to appropriate network, hardware and software personnel when scheduled.
- Relevant data and desired configurations at time of installation and/or configuration for all Software.
- Data that matches the test data SOFTDOCS was provided to configure applications, design e-forms and/or printed document templates (if applicable).
- Copy and proof modifications/change requests for e-forms and/or printed document templates as scheduled.
- Any modification to professional services as dictated in the agreed-to project scope.

4. System Acceptance

The System Acceptance process takes place during SOFTDOCS' initial training for the CLIENT's initial department or business area utilizing the Software. When the Software performs the intended functions without significant error, and the initial department has been trained, System Acceptance is considered complete. CLIENT shall then have ten (10) business days to respond in writing if the Software is not acceptable. Failure to notify SOFTDOCS of written objections within these ten (10) business days shall constitute a full acceptance of the Software.

5. Acceptance

IN WITNESS WHEREOF, the Parties hereto have duly executed this agreement as of the date appearing on the first page of this agreement. Any individual executing this agreement on behalf of any Party hereto does hereby represent and warrant that such execution is made with full authority and that such party is bound by the terms hereof.

Softdocs, Inc.

Andrew Daniel

| 12/11/2020 |

Signature   Date

Bunker Hill Community College

John K. Pitcher
John K. Pitcher (Dec 14, 2020 12:59 EST)

Dec 14, 2020

Signature   Date

Addendum B

ADDENDUM TO COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM AND COMMONWEALTH TERMS AND CONDITIONS

This Addendum B ("Addendum B") is hereby incorporated by reference into the Software License Agreement (the "Agreement") entered into by and between Contractor and Department and shall be governed and construed in accordance with the terms therein. In the event of any conflict between this Addendum B and any other documents incorporated into the Agreement, this Addendum B shall govern and control in full force and effect.

1. *Indemnification.* The Contractor shall indemnify and hold harmless the Department, its agents, officers and employees, against any and all claims, liabilities, and costs brought by a third party for the infringement of any third party intellectual property rights by the Software, (each, an "IP Claim"), and all claims, liabilities, and costs, in connection with a security or data breach, or unauthorized disclosure of data that results from Contractor's breach of its data protection obligations under the Agreement, (each, a "Data Breach"). After prompt notification by the State, the Contractor shall have an opportunity to participate in the defense of claims and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this Section 12. The Contractor (including its agents, officers, employees or subcontractors) shall at no time be considered an agent or representative of the Department or the State. Any indemnification of the Contractor shall be subject to appropriation and applicable law. For the sake of clarity, this indemnification provision hereby expressly supersedes and replaces in their entirety, the indemnification provisions contained within the Agreement and the Standard Terms and Conditions ("T&C").

2. *Limitation of Liability.* The Contractor's liability for an IP Claim under Section 12 shall not exceed one million dollars ($1,000,000.00 USD). The Contractor's liability for any Data Breach shall not exceed the greater of: (i) $250,000 or (ii) the amount mandated by applicable State or Federal law. The Contractor's liability for any other claim shall not exceed the total subscription fees received by Contractor under the Contract in the twelve (12) months immediately preceding the event giving rise to such claim. Except for the Contractor's indemnification obligations for an IP Claim, the Contractor shall not be liable for incidental or consequential damages, including without limitation, loss of use of equipment, lost revenue, lost savings or lost profits of the State. For the sake of clarity, reasonable credit monitoring fees resulting from a Data Breach shall be considered direct damages.

3. *Consent to Third Party Hosting Provider.* The Department expressly acknowledges, agrees and hereby consents to, the use of third party subcontractors by Contractor for the hosting component of the Software. Department acknowledges and agrees that Contractor may change the third party hosting provider at its discretion during the term and will provide written notice thereof to Department. The current third party hosting provider utilized by Contractor is Microsoft Azure.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https www massomptro er org forms. Forms are also posted at OSD Forms: https www mass gov sis is forms

CONTRACTOR LEGAL NAME: (and d/b/a): **SOFTDOCS, INC**		COMMONWEALTH DEPARTMENT NAME: Bunker Hill Community College
		MMARS Department Code:
Legal Address: (W-9, W-4): 807 Bluff Road, Columbia, SC 29201		Business Mailing Address: 250 New Rutherford Ave Boston MA 02129
Contract Manager: Larry Marino	Phone: 888 457 8879 x210	Billing Address (if different): apayable@bhcc.edu
E-Mail: LMarino@softdocs.com	Fax: 803 695 6911	Contract Manager: Maria Leite	Phone: 617 228 3411
Contractor Vendor Code: VC		E-Mail: mleite@bhcc edu	Fax:
Vendor Code Address ID (e.g. "AD001"): AD___. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):
		RFR/Procurement or Other ID Number:

☒ **NEW CONTRACT**	☐ **CONTRACT AMENDMENT**
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)	Enter **Current Contract End Date** *Prior* to Amendment: _____, 20___.
__ **Statewide Contract** (OSD or an OSD-designated Department)	Enter Amendment Amount: $_____ (or "no change")
__ **Collective Purchase** (Attach OSD approval, scope, budget)	**AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)**
☒ **Department Procurement** (includes all Grants -) (Solicitation Notice or RFR and Response or other procurement supporting documentation)	☐ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)	__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)	__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)	__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under
☐ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
☒ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or *new* total if Contract is being amended). **$ 302,908.55**

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows. Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments ( ): __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.) BHCC PAYS THROUGH EFT PAYMENT ONLY

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
5 years (Etrieve) integrated forms SaaS cloud subscription and users license. Included in the subscription: Etrieve Bundle Base, Etrieve Forms &Flow Bundle and Etrieve Flow

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
☒ may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
☐ may be incurred as of _____, 20___, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
☐ were incurred as of _____, 20___, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 12/31, 20 25, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:	**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**
X: _____. Date: 12/11/2020	X: *John K Pitcher* John K. Pitcher (Dec 14, 2020 12:59 EST) . Date: Dec 14, 2020
(Signature and Date Must Be Handwritten At Time of Signature)	(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Andrew Denill	Print Name: John K. Pitcher
Print Title: VP	Print Title: Vice President, Administration & Finance

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract terms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms _____ Forms are also posted at OSD Forms: _____

CONTRACTOR LEGAL NAME: (and d/b/a): **SOFTDOCS, INC**	**COMMONWEALTH DEPARTMENT NAME:** **MMARS Department Code:** Bunker Hill Community College
Legal Address: (W-9, W-4): 807 Bluff Road Columbia, SC 29201	**Business Mailing Address:** 250 New Rutherford Ave Boston MA 02129
Contract Manager: Larry Marino **Phone:** 888 457 8879 x210	**Billing Address (if different):** apayable@bhcc.edu
E-Mail: Lmarino@softdocs.com **Fax:** 803 695 6911	**Contract Manager:** Maria Leite **Phone:** 617 228 3411
Contractor Vendor Code: VC	**E-Mail:** mleite@bhcc.edu **Fax:**
Vendor Code Address ID (e.g. "AD001"): AD__. (Note: The Address ID must be set up for EFT payments.)	**MMARS Doc ID(s):**
	RFR/Procurement or Other ID Number:

☒ **NEW CONTRACT**	☐ **CONTRACT AMENDMENT**
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)	Enter Current Contract End Date _Prior_ to Amendment: _____, 20___.
__ **Statewide Contract** (OSD or an OSD-designated Department)	Enter Amendment Amount: $ _____. (or "no change")
__ **Collective Purchase** (Attach OSD approval, scope, budget)	**AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)**
☒ **Department Procurement** (includes all Grants - _____) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)	☐ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)	__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)	__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)	__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option) The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under _____.
☐ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
☒ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or **new** total if Contract is being amended). **$ 33,615.00**

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (_____): only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.) **BHCC PAYS THROUGH EFT PAYMENT ONLY**

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

Softdocs estimated professional service hours (166) necessary, at an hourly rate of $225/hr to complete the Etrieve implementation project as per statement of work. Professional services are delivered remote on a time and materials basis

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
☒ may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
☐ may be incurred as of _____, 20___, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
☐ were incurred as of _____, 20___, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 6/30 , 20 21, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in _____, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:	**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**
X: _[signature]_ Date: 12/11/20	_John K. Pitcher_ X: _John K. Pitcher (Dec 14, 2020 12:59 EST)_ Date: Dec 14, 2020
(Signature and Date Must Be Handwritten At Time of Signature)	(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: _Andrew Derr_	Print Name: John K. Pitcher
Print Title: _VP_	Print Title: Vice President, Administration & Finance

(Updated 6/30/20)   Page 1 of 1

COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. *Contract Effective Start Date.* Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. *Payments And Compensation.* The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract

3. *Contractor Payment Mechanism.* All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. *Contract Termination Or Suspension.* A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of

sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. *Written Notice.* Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period

6. *Confidentiality.* The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. *Record-keeping And Retention, Inspection Of Records.* The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. *Assignment.* The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. *Subcontracting By Contractor.* Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. *Affirmative Action, Non-Discrimination In Hiring And Employment.* The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority

COMMONWEALTH TERMS AND CONDITIONS

or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any

Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name: _Andru Druill_

Title: _VP_

Date: _12/11/2020_

(Check One): [X] Organization   [ ] Individual

Full Legal Organization or Individual Name: _Softdois, Inc._

Doing Business As: Name (If Different): _____

Tax Identification Number: [5][7]-[1][0][7][2][8][8][7]

Address: _807 Rivers Road Columbia, SC 24201_

Telephone: _888-457-8877_   FAX: _803-645-6911_

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed

COMMONWEALTH TERMS AND CONDITIONS

this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: *Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108* in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

Software Solution
Proposal For Bunker Hill Community College

Below is annual subscription pricing for Bunker Hill Community College.
The pricing below is based around software and services costs included in
Proposal Q-11324-3 and may vary based upon final agreed to software +
services and contract length. With Etrieve Cloud, your institution will enter
into a multi-year cloud subscription agreement with Softdocs. The annual
cloud subscription fee would account for all software, cloud hosting, support
and software maintenance fees. Professional services and related expenses
will be invoiced separately as rendered and are not part of the annual cloud
subscription fee. Please see the table located at the end of this proposal for
a yearly pricing breakdown.

Softdocs

Proposal

807 Bluff Road
Columbia, South Carolina 29201
United States

Phone: (888) 457-8879
Fax: (803) 695-6911

Quote #:	Q-11324-3
Date:	9/9/2020 9:53 AM
Expires On:	12/31/2020

Ship To
Maria Leite
Bunker Hill Community College
250 New Rutherford Avenue
Boston, Massachusetts 02129-2925
United States
(617) 228-3411
mleite@bhcc.mass.edu

Bill To
Bunker Hill Community College

,

Account Manager	Phone	EMAIL
Larry Marino	9782734600	lmarino@softdocs.com

Cloud Software Subscription

BUNDLE NAME	PRODUCT NAME	DESCRIPTION	QTY	TOTAL
Etrieve Bundle - Base		Etrieve Base Bundle - Subscription Licensing	1	$14,000.00
	Etrieve Security - Subscription	Provides centralized security and access control across the Etrieve product suite. Can integrate with Active Directory (AD), CAS, Shibboleth or other federated services to allow for single sign-on. A single installation of Etrieve Security is required to use any application in the Etrieve product suite.	1	
	Etrieve Central - Subscription	Cloud version of an essential component of Etrieve, Etrieve Central serves as the primary location for end-users to access e-forms and workflowed content.	1	
Etrieve Bundle - Forms		Etrieve Forms & Flow Bundle - Subscription Licensing	1	$34,000.00
	Etrieve Forms - Subscription	Allows for the completion and management of electronic forms and business process applications through a secure, browser-based solution. Requires Etrieve Flow for workflow functionality.	1	
	Etrieve Forms Builder - Subscription	Allows for end-users and administrators to design and build responsive e-forms through a browser-based interface. Completed e-forms can be quickly deployed within Etrieve Forms upon completion.	1	
Etrieve Bundle - Flow		Etrieve Flow	1	$27,000.00
	Etrieve Flow - Subscription	When paired with Etrieve Content and/or Etrieve Forms, Etrieve Flow in the cloud provides advanced, dynamic workflow of electronic forms and content.	1	

BUNDLE NAME	PRODUCT NAME	DESCRIPTION	QTY	TOTAL
Etrieve Bundle - Connect		Etrieve Bundle - Connect	1	$10,000.00
	Etrieve Connect - Subscription	Facilitates integration through supported APIs, third-party vendor integration frameworks and database connections/scripts, as well as provides access to the Etrieve API library. Licensed via an ongoing annual subscription fee, with the quoted price representing the year 1 annual subscription fee. Annual subscription fee will increase 3% annually and subscription duration will co-term with your existing Etrieve Subscription.	1	

		Cloud Software Subscription Discount:		$-25,500.00
		Cloud Software Subscription Total:		$59,500.00

Professional Services

BUNDLE NAME	PRODUCT NAME	DESCRIPTION	QTY	TOTAL
Services Bundle - Etrieve Forms + Flow			1	$37,350.00
	Professional Services	Quantity reflects the estimated professional service hours necessary, at an hourly rate of $225/hr, to complete the proposed project and/or attached statement of work. Professional services are delivered on a time and materials basis. Booked professional services are renderable for two (2) years from proposal signing date, after which time they expire.	166	
	Travel Day	Professional Services hours are an estimate. A Statement of Work will be created during a Scoping Call, prior to signing agreements. Currently, due to COVID-19 travel restrictions, implementation will be handled remotely for this project. Should the customer require on-site work, then the following applies: Quantity reflects the number of Travel Days necessary to complete in-person professional services for the proposed project and/or attached statement of work and are only required if on-site services are rendered. Travel Days represent a Professional Services fee for Softdocs employee time spent traveling to and from your site. MSRP $500/day	0	

		Professional Services Discount:		$-3,735.00
		Professional Services Total:		$33,615.00

Year 1 Total :	**$93,115.00**

Total Agreement Cost

Year	Start Date	End Date	Software	Services	Managed Services	Total
Year 1	9/9/2020	9/8/2021	$59,500.00	$33,615.00	$0.00	$93,115.00
Year 2	9/9/2021	9/8/2022	$59,500.00	$0.00	$0.00	$59,500.00
Year 3	9/9/2022	9/8/2023	$59,500.00	$0.00	$0.00	$59,500.00
Year 4	9/9/2023	9/8/2024	$61,285.00	$0.00	$0.00	$61,285.00
Year 5	9/9/2024	9/8/2025	$63,123.55	$0.00	$0.00	$63,123.55
					Total	**$336,523.55**

SUBSCRIPTION TERM: 60 months

Subscription pricing presented within this proposal represents the year 1 annual subscription fee for the subscription term stated above. Any reduction in the subscription term will require subscription pricing adjustment. All subscription fees are subject to a 0.00% annual increase. Subscriptions are subject to the Softdocs End User License Agreement and Etrieve Cloud Service Level Policy (if applicable).

Terms & Conditions : Cloud environment has 1TB of storage with unlimited monthly bandwidth

Signature: *John K. Pitcher*
John K. Pitcher (Dec 14, 2020 12:59 EST)

Effective Date: Dec 14, 2020

Name (Print): John K. Pitcher

Title: Vice President for Administration & Finance

Please sign and email to Larry Marino at lmarino@softdocs.com or fax to (803) 695-6911. Note all software licensing requires a signed End-User License Agreement in addition to this signed proposal

Softdocs

Addendum: Statement of Work Document

Softdocs Budgetary Scope

Etrieve Forms, Flow, and Forms Builder Install and Training

___

Services Overview

Included in this Scope of Work are the estimates for Softdocs Professional Services team to deliver Etrieve, an education-focused enterprise content management, electronic forms and workflow solution. The Softdocs Professional Services team will design and implement purchased solutions for the customer. This is a time and materials proposal. If the customer needs more or less assistance, the estimate can be adjusted as needed. In the initial phase of this deployment, Softdocs will provide the following solution services:

Softdocs Responsibilities

Softdocs is responsible for the planning, discovery, solution design, solution installation, configuration and testing assistance, training, general consulting and post-implementation support on all solutions for the above defined implementation departments. Specific schedules and project plans will be developed for each customer uniquely.

- **Project Plan** – During the Planning phase, a Project Plan will be developed for scheduling purposes. The Softdocs and customer team will work together to plan all phases of the project. Ownership of tasks will also be assigned as agreed upon by both teams for configuration and training in the later phases.
- **Discovery Documentation** – Fact Checkers and a Configuration Workbook will be created to document all configuration and customization necessary for the business processes identified during Discovery. These documents will be delivered after Discovery and must be approved and signed off by the customer. Any modifications made to the design following sign-off will be considered a scope change.
- **Periodic Status Calls/Reports** – Throughout the project periodic Status Reports will be sent to the customer by the Softdocs Project Manager communicating the project timeline, budget variance, accomplishments and notable risks or issues.
- **End User Training/Go-Live** – Softdocs will work with the customer through-out the implementation to plan End-User Training dates. Softdocs will work with the customer to jointly deliver a system that is ready to use by the above-scoped departments as outlined in the Discovery Documentation approved by the customer. Timing of the actual go-live is the customer's responsibility and can be impacted by a variety of factors. If the End User Training is delayed by the customer, the project may require additional time to secure resources.

Customer Responsibilities

The services estimated for this deployment are based on a proactive customer who assumes heavy responsibility for the project as well as tight scope management. We advise the customer to use all available support mechanisms offered by Softdocs, including the Softdocs email and phone support. Delay of requirements may require a change in scope/cost. The customer will be responsible for the following:

- **Project Planning**: Through discussions with the Softdocs Project Manager, the customer will be responsible for confirming that the scope purchased meets the overall project expectations. Additionally, the customer will discuss anticipated timelines with the Softdocs Project Manager, attend all scheduled meetings and meet outside of scheduled calls to complete deliverables and finalize requirements.
- **Solution Design**: The customer is responsible for reviewing, making changes and approving the solution design in a timely fashion as to not delay the project.
- **Technical Environment**: The customer is responsible for providing Softdocs with network access for all hardware components required for the deliverables set forth in this document. The customer's IT staff will also be responsible for configuring and maintaining the hybrid server hardware, operating system, database and network environment, user and data imports, Single Sign-On solution(s) and external publishing of Forms necessary to operate the licensed solutions in the desired manner. If a test environment is purchased, the customer will be responsible for configuration, customization and data replication, though Softdocs will help as needed.
- **Disaster Recovery and Contingency Planning**: The customer is responsible for performing routine scheduled backups and maintaining disaster recovery and contingency plans for all on premises hardware/software.
- **System Management**: The designated Etrieve system administrator(s) will work closely with the Softdocs team during the course of the initial deployment. Beginning with Discovery, the system administrator(s) should shadow and participate with your assigned Softdocs Business Solutions Consultant. As the project progresses, the system administrator(s) will assume increasing responsibility for administering, configuring, and customizing the system, with Softdocs guidance.
- **Training Documentation**: Generally, the customer is responsible for end-user training materials. The materials can be created by the customer during the on-site implementation through screen shots of the system and by using existing Softdocs templates. Estimates for the creation of custom solution-specific documentation can be provided if desired.
- **Site**: The Customer is responsible for site preparation before Softdocs representatives arrive. The Customer shall arrange for parking, security badges, access codes, and clearances to ensure that Softdocs has access to the work site.

SERVICES IN SCOPE

This scope outlines Softdocs Professional Services necessary to implement Etrieve content management, electronic forms and workflow solutions.

ETRIEVE FORMS, FLOW, AND FORMS BUILDER INSTALL AND TRAINING: 146 HOURS

- Project Management to include project planning, project kickoff, consultant coordination and project wrap meeting
- Discovery, solution design, solution installation, cloud setup, configuration and testing assistance, general consulting and post-implementation support
- Administrator Training delivered for up to 3 system administrators
- Form Design and Integration Training delivered for form designers and administrators (up to 5 attendees)

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- Base solution deployment, project management and remote review of e-forms and workflows around which training will be conducted
- Base forms builder, integration, and workflow training, administrator training and forms overview for users.
- 20 hours for Form Development Assistance Time
- 4 Travel Days to deliver above services

TOTAL SCOPED EFFORT: 146 HOURS AND 4 TRAVEL DAYS

These hours can be used for a variety of deliverables and will be billed in a Time and Materials fashion. If the customer requires more time in one area or another, that will reduce the overall time available.
- This is an estimate based on experience. All projects will have a certain degree of variance that will be managed through scope management and communication.

SOLUTION TRAINING AND TESTING

The Softdocs project methodology reinforces user and administration independence. Knowledge transfer of application functionality, best practices, and ongoing maintenance is a fundamental component of the design and implementation process. This includes:
- Final version of Design Document to provide documentation of implemented solution, with explanations of workflow, configuration settings, and business processes
- Configuration, customization and testing assistance on the implemented solutions

EXCLUDED SERVICES

The following items are excluded from scope:
- Softdocs Discovery, Design and Configuration or assistance with implementation of solutions in any functional areas/departments beyond those outlined above (additional scope may be purchased if required)
- Softdocs customization of integrations not specifically called out in this document
- Softdocs development or design of forms not specifically called out in this document
- Softdocs development or creation of workflows not specifically called out in this document
- Softdocs conversion of electronic documents in any functional areas/departments beyond those outlined above
- Additional training beyond the scope and departments outlined above

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Miscellaneous

Post-Implementation Support

Post-Implementation Support includes on-call assistance with any of the implementation components identified within this document after implementation. Network and environment issues are not associated with the Etrieve implementation and are therefore not included in Post-Implementation Support. Based on this document, Post-Implementation Support is part of the overall project. If End-User training and/or the customer's go-live date is moved due to influences outside of Softdocs control, resources cannot be guaranteed. At the end of the Post-Implementation Support period or when all project time has been consumed, the Softdocs Project Manager will work with the customer to transition to the Softdocs Support Team in a timely manner, in accordance with the Softdocs GSA Agreement. This is typically one week following the End-User training and/or go-live date.

Assumptions

Specific assumptions and constraints will be determined pending discovery of unique requirements surrounding the customer's business processes and IT environment. Assumptions and constraints will be identified and documented during the Scope and Plan phase and the Analyze and Design phase described previously.

- Any services that are not explicitly identified in the Services in Scope section above will be considered out of scope (such as Change Management, etc.). These services may be purchased for an additional charge.
- Cost and schedule details are estimates only and may adjust depending on the overall scope of the project.
- The Customer will provide technical resource for assistance with ERP Integration. The Customer is responsible for ERP development modifications necessary for the desired integration with Etrieve solutions.

Softdocs

Etrieve Cloud
Service Level Policy
September 2017

Etrieve Cloud Service Level Policy

This document provides information about the management of the production Etrieve Cloud environment including data backup and retention, restoration, disaster recovery, business continuity and availability, traditional and emergency change management, compliance, security and notifications. Please review in full to ensure your institution understands the full scope of services offered within the Etrieve Cloud platform.

Softdocs reserves the right to change the terms, practices, policies, procedures and conditions communicated within this document.

Data Backup and Retention

Backups are an essential part of Etrieve Cloud and core to protecting your data. Softdocs has provided the general policies listed below in relation to the use of backups within the Etrieve Cloud offering.

What data is being backed up?

There are five areas that Softdocs has focused on in relation to backups. The areas are outlined and described below.

Table 1: Storage Definitions

Storage Purpose	Description
Content Repository	Etrieve Content documents reside on Azure geo-redundant storage. This data is replicated three (3) times in the primary region and three (3) times in the secondary region.
Imports	Etrieve Content import files reside on Azure geo-redundant storage. This data is replicated three (3) times in the primary region and three (3) times in the secondary region.
Databases	Etrieve Content, Etrieve Central, and Etrieve Security databases reside on an Azure SQL Database server. Azure SQL Database is a Database as a Service offering that uses Azure Storage and its geo-redundant features to provide resiliency and durability.
Web Server	Windows Server-based virtual machines support the runtime operation of Etrieve. The OS disk is a standard Windows Server image that resides on locally redundant Azure storage and is replicated three (3) times.
Application	Application binaries and other files supporting the runtime operation of Etrieve reside on Azure geo-redundant storage. This data is replicated three (3) times in the primary region and three (3) times in the secondary region.

How often is data being backed up?

The backup frequency of each storage area varies based on how it is used and operates. The table below outlines the storage type and backup frequency.

Table 2: Backup Frequency

Storage Purpose	Backup Frequency
Content Repository	Daily
Imports	Daily
Database	Hourly
Web Server	Maintenance Window Only
Application	Maintenance Window Only

How long will Softdocs retain the backups?

Softdocs believes that, in most cases, 30 days is sufficient for meaningful recovery of data. The following table outlines the number of days or backups that are maintained for each storage type.

Table 3: Storage Retention Policy

Storage Purpose	Backup Retention Period
Content Repository	30 days
Imports	30 days
Database	30 days
Web Server	2 Maintenance Windows
Application	2 Maintenance Windows

Restoration Policy

Backups are only as good as the restoration process. As such, Softdocs provides the following information about the restoration of data.

What is Softdocs' Recovery Time Objective (RTO)?

The Recovery Time Objective is the duration of time Softdocs targets to restore Etrieve Cloud to functional operation. The Recovery Time Objective is outlined in **Table 4: Triggered Production Restoration.**

What is Softdocs' Recovery Point Objective (RPO)?

The Recovery Point Objective is the maximum targeted period in which data may be lost due to an event. The Recovery Point Objective is outlined in **Table 4: Triggered Production Restoration.** Institutions should use the Recovery Point Objective to plan appropriate on-premises retention of source data (e.g. physical documents) to ensure full recovery in the event of a restore.

What triggers Softdocs to restore data?

There are several events impacting the Etrieve Cloud environment which could trigger a restore of data. All event types, and the resulting restoration actions, are detailed in Table 4 and Table 5 below.

Table 4: Triggered Production Restoration

Event Type	Restoration Type	Recovery Point Objective (RPO)	Recovery Time Objective (RTO)
Content Repository storage experiences a catastrophic failure	Full restore from backup	24 hours	Up to 24 hours
Import storage experiences a catastrophic failure	Full restore from backup	24 hours	Up to 24 hours
Database experiences a catastrophic failure	Restore database to last known good configuration	1 hour	Up to 24 hours
Web server experiences a catastrophic failure	Provision new server	N/A	Up to 24 hours
Application storage experiences a catastrophic failure	Full restore from backup or release management system	N/A	Up to 24 hours

Table 5: Client Requested Production Restoration

Event Type	Information Required From Client	Softdocs Restoration Action
Client requested restore of Content Repository	Date and time of desired restoration point	Restore Content Repository at point of time nearest client specification
Client requested restore of Import staging folder	Date and time of desired restoration point	Restore Import staging files at point of time nearest client specification
Client requested restore of database	Date and time of desired restoration point	Restore database at point of time nearest client specification

Disaster Recovery, Business Continuity, and Target System Availability

Softdocs understands that Business Continuity is extremely important to our clients. Disaster Recovery is a term used in association with a catastrophic loss of the system and how that system is restored to a functional state. In order to provide a better understanding of the policy, we will go through the different areas of the system and provide information about the recovery process.

What is the target system availability for the Etrieve Cloud environment?

Softdocs guarantees an availability level of **99.5%** monthly for the production Etrieve Cloud instance in each deployment region. This targeted availability level excludes any scheduled or announced maintenance events by Softdocs or Azure.

What penalties are levied against Softdocs in the event target availability is not met in a monthly period?

If Softdocs fails to provide 99.5% monthly availability for the production Etrieve Cloud environment, excluding any scheduled or announced maintenance events by Softdocs or Azure, upon client request Softdocs will issue a credit equal to the pro-rated charges for 3 days of service (annual subscription amount/365 x3 days).

Additionally, in the event the production Etrieve Cloud environment is unavailable to the client due to failures within the Etrieve Cloud environment (not for client-side connectivity or ISP/telecom-related issues) for a period in excess of seven (7) consecutive days, upon client request Softdocs will issue a credit equal to the pro-rated charges for each day in which the production Etrieve Cloud environment is unavailable to the client (annual subscription amount/365 x days unavailable).

Disaster Recovery and Etrieve Cloud

Disaster Recovery operations are meant to provide a method in which the Etrieve Cloud environment can be brought back to a functional state after a disaster has occurred.

What qualifies as a disaster?

Softdocs considers an event a disaster if it forces the primary Azure Region supporting your production instance of Etrieve Cloud into a non-functional state. Azure Region disaster declarations are made by Azure Support. Softdocs coordinates with Azure Support to evaluate, classify, and resolve events impacting an Azure Region.

What is Softdocs' primary recovery mechanism in the event of a disaster?

Softdocs leverages Azure technologies to replicate data generated in the primary region to the secondary region. Softdocs will coordinate recovery efforts with Azure Support to restore full functionality of the Etrieve Cloud environment in the secondary region or an alternate region as we deem necessary.

Which data is part of the Etrieve Cloud environment and covered under the Disaster Recovery plan?

There are three main storage areas that Softdocs has focused on in relation to backup and recovery. Each are listed below with a description of the type of data and how it is related to the overall solution.

Table 6: Storage Areas included in the Disaster Recovery Plan

Storage Type	Description	Replication Technology
Azure Storage	Azure Storage is a highly available data storage system holding Etrieve documents, images, media, and application runtime support files. This data is replicated within the primary region and the paired secondary region within the Etrieve Cloud environment.	Local and cross-region geo-redundant storage.
Azure SQL Database	Azure SQL Database is performant, resilient, and durable Database as a Service.	Local and cross-region geo-redundant storage.
Azure Virtual Machine	Azure Virtual Machines are Windows Server VM's providing compute resources for Etrieve Cloud.	OS drive is replicated via regional redundancy.

What activates the Disaster Recovery Plan for Softdocs?

The decision to invoke the disaster recovery plan is the responsibility of the Etrieve Cloud Operations Team with coordination with Azure Support. If Softdocs feels the system will be operational within the published availability metric, based on information from Azure, the Disaster Recovery Plan may not be invoked.

When does Softdocs switch back to the primary operation environment?

Softdocs will revert back to the primary operation environment at the next normal maintenance window.

Change Management

This section outlines the policies used by Softdocs to control Change Management in association to the Etrieve Cloud environment.

What is Change Management?

Change Management within the scope of Etrieve Cloud pertains to the following areas:

1. Etrieve Product Updates
   a. Major and minor releases
   b. Hotfixes
2. Database Updates
   a. Database version updates
   b. Schema modifications
      i. Table structures
      ii. Trigger structures
      iii. View structures
3. Operating System Updates & Modifications
   a. Major Releases
   b. Service Packs
   c. Patches and Hotfixes
4. Azure changes which require a change to the Etrieve Cloud environment
5. Backup/Restore system modifications
6. Disaster Recovery system modifications
7. Alerting modifications
8. Policies (as defined in this document)

How is Change Management controlled within the Etrieve Cloud environment?

1. Client requested changes made to any of the areas discussed in the previous section are requested through the Softdocs Support team.
2. Softdocs requested changes made to any of the areas discussed in the previous section are requested through the Etrieve Cloud Operations team.
3. The Etrieve Cloud Operations team maintains access control over the entire Etrieve Cloud environment.
4. The Etrieve Cloud Operations team is the only team authorized to make changes once they have been requested and approved.
5. Changes made to the Etrieve Cloud environment are a combination of automated and manual processes.

6. Softdocs maintains a private test system where changes are tested prior to any of the following:
   a. Etrieve product updates
   b. Database version updates
   c. Database schema modifications
   d. Major OS releases and service packs
   e. Azure changes that require a change to the Etrieve Cloud environment

Is there a normal maintenance window for change management?

Softdocs will publish a schedule to all clients utilizing the Etrieve Cloud environment as soon as maintenance is required. Non-emergency maintenance windows will be scheduled on Saturdays or Sundays (in the United States) as required, with notifications provided at least three weeks prior to the expected maintenance window. Notifications will include the date(s) and estimated time(s) of day when maintenance will occur.

How long will an outage occur during normal maintenance?

Softdocs works to keep the maintenance windows as short as possible. Depending on the update to be applied to the system, the maintenance window may be as short as 15 minutes or as long as eight hours. If the maintenance window is anticipated to be longer than eight hours, we will provide an estimate of the duration during our maintenance notification.

Does Softdocs have a system of record for Change Management?

The Etrieve Cloud Operations team uses a ticketing system to record all changes made to the Etrieve Cloud environment. This system is leveraged for both normal maintenance and unplanned emergency maintenance.

What is the method of notification that Softdocs uses to communicate maintenance in the system?

Softdocs utilizes email heavily for maintenance notification purposes. Maintenance notifications will be sent to the designated client contacts for Etrieve Cloud and will include the following information:

1. Scheduled Maintenance Date/Time (Time Zone specific)
2. Expected outage window (duration)
3. Description of the maintenance taking place
4. Information related to any changes necessary on a client-based system which might need to occur prior to, or after, maintenance to the Etrieve Cloud environment.

If a change to a related system, such as the Etrieve Cloud Hybrid Server, is required, where are instructions and relevant files located?

Softdocs will include the location of any required update files or changes to a client portion of Etrieve Cloud in the notification email. This information will be communicated prior to the maintenance window and will include links to documentation on how to update related systems.

Emergency Change Management

This type of change management outlines steps which may need to be taken in the event of an emergency update to the Etrieve Cloud environment. Softdocs makes every effort to test any and all changes in a test environment prior to making changes to the production environment.

What qualifies for emergency change management?

1. Etrieve product updates which are required for the production system to remain operational in the manner it was at time of deployment
2. Database updates which are required for the production system to remain operational
3. Communication port changes related to overall operation of the system
4. Critical operating system security updates needed to maintain a secure environment
5. Anything not specifically covered by the points above that prevents the production system from operating

What does not qualify for emergency change management?

1. Non-critical operating system updates
2. Notification updates

What is the notification method for emergency change management?

Method 1: Softdocs utilizes email heavily for notification of changes. Change notifications will be sent to the designated client contacts for Etrieve Cloud and will include the following information:

1. Description of the issue and why it warrants immediate action by the Etrieve Cloud Operations Team
2. Expected outage window
3. Information related to any changes necessary on a client-based system which might need to occur after this maintenance window to the Etrieve Cloud environment.

Method 2: The Etrieve Cloud Operations team will make phone calls to designated client contacts for Etrieve Cloud and provide the following information verbally.

1. Description of the issue and why it warrants immediate action by the Etrieve Cloud Operations Team
2. Expected outage window
3. Information related to any changes necessary on a client-based system which might need to occur after this maintenance window to the Etrieve Cloud environment.

How is the emergency change documented?

Softdocs will use the same ticketing system used for normal maintenance windows to document any emergency changes to the Etrieve Cloud environment.

Who authorizes emergency changes in the system?

Etrieve Cloud Operations staff will communicate the need to the Softdocs Senior Support and Development Management teams for authorization.

Compliance Policy

Softdocs understands that institutions may have regional compliance or data residency requirements. With that in mind, Softdocs will utilize the following compliance policy.

How does Etrieve Cloud support compliance and data residency requirements?

Softdocs employs a regional data center model for institutions that have specific regional compliance or data residency requirements. Etrieve Cloud is deployed within Azure Regions. When provisioning Etrieve Cloud and associated storage for an institution, Softdocs will select the primary region nearest the same geographic region as the institution's primary campus. Softdocs will replicate client data to a secondary region based Azure geo-redundant secondary region pairings. The primary and secondary region will always reside within the same country as the institution.

Softdocs' hosting partner, Microsoft Azure, undergoes routine audits to ensure data centers and operational processes are compliant with published industry standards. To obtain the most recent copies of compliance documentation, please visit the Microsoft Trust Center: https://www.microsoft.com/en-us/trustcenter/compliance/complianceofferings

Security Incident and Notification Policy

Softdocs secures and protects client data using industry best practices. Softdocs will monitor the Etrieve Cloud environment activity to detect possible threats to the environment and data. Events will be evaluated to determine if they constitute a violation of computer security or acceptable use policies and should be classified as a security incident.

When an incident is identified, the Softdocs Etrieve Cloud Operations Team will follow Softdocs Security Incident procedures to determine the scope and impact and promptly notify our clients if data has been compromised.
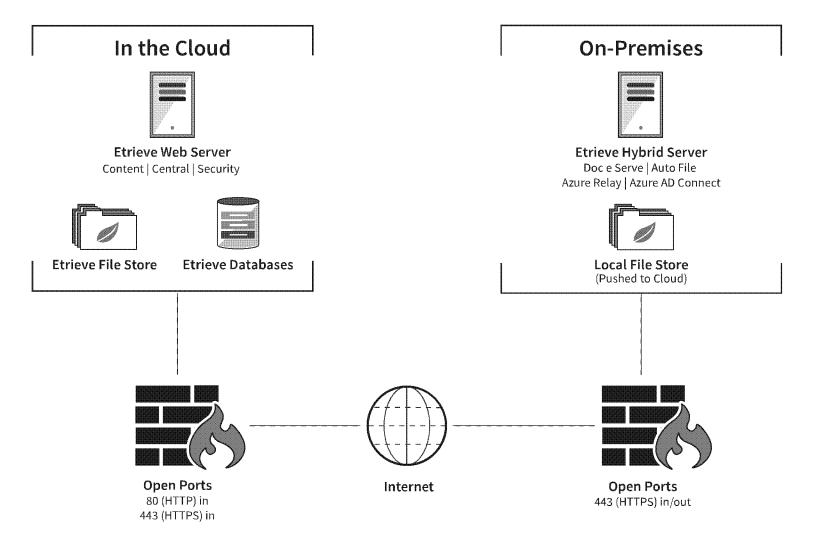
Etrieve Cloud Topology

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In the Cloud

Etrieve Web Server
Content | Central | Security

Etrieve File Store   **Etrieve Databases**

On-Premises

Etrieve Hybrid Server
Doc e Serve | Auto File
Azure Relay | Azure AD Connect

Local File Store
(Pushed to Cloud)

Open Ports
80 (HTTP) in
443 (HTTPS) in

Internet

Open Ports
443 (HTTPS) in/out

ETRIEVE CLOUD DEPLOYMENTS

Hardware & Software Requirements for On-premises Hybrid Server with Doc e Serve

This document is intended to serve as a guide for system set up. Please contact your Softdocs project team prior to ordering and configuring hardware.

Hardware[1,2]

- ► 2 CPU cores (e.g. Intel Xeon E5-2620 v3)[4]
- ► 100 GB Operating System drive
- ► 200 GB app and logs disk
- ► 50 GB File Share/Database (s)
- ► 12 GB RAM

Software

- ► Microsoft Windows Server 2016[3]

Configuration

- ► .NET 4.7 Framework
- ► Windows Management Framework 5.1, or higher

Network

- ► 1 Gbps network connection

DESTINATION	PORT
► *.microsoftonline.com login.windows.net	TCP 443
► mscrl.microsoft.com secure.aadcdn.microsoftonline-p.com	TCP 80 & 443
► If edelivery is licensed:	UDP 515 & 509

> **Etrieve™ Backup** is a new product from Softdocs and is highly recommended for maintaining secure, off site, managed backups of your **Doc e Serve** templates and data. For more information, please contact your account representative.

1. Servers may be physical or virtual using any virtualization solution supporting the required guest OS version.
2. Softdocs requires access to servers via VPN for support.
3. OS should be 64-bit with GUI.
4. CPU should have a CPU Mark of 10,000 or higher with a single thread rating of 1,500 or higher (see http://www.cpubenchmark.net/cpu_list.php to compare your CPU model).

Annual Guaranteed Service Agreement (Annual GSA) coverage is available for Software Products developed by Softdocs, Inc.

Product Definitions:

Softdocs, Inc. **Document and Form Programming Services** means form design, custom programming and development (including JavaScript), creating and configuring database connections for integration purposes and other custom integration work through an API or otherwise, document and other file uploads, workflow routing and configuration for forms or other content and general administration revolving around these processes and tasks.

Software Products means programs purchased under license by the Customer from Softdocs, Inc. *This Agreement does not cover software developed by or purchased from any vendor other than Softdocs, Inc.*

Suite means a collection of individual software components designed to perform as a functional entity.

Network means multiple interactive devices connected together and shared among users.

1. **Coverage:** as described below is based on the Software Product and the coverage purchased by the Customer. The actual coverage is described on the Annual GSA invoice.

   A) Softdocs, Inc. and Software Products:

   Softdocs, Inc. will provide telephone, email and web-based support for Software and Document Programming Services. For on-site services, additional charges may apply.

   B) Document Programming Services:

   During the term of this agreement, if Customer requires Document and Form Programming Services, Softdocs, Inc. will provide the following:

   a. Customer name, address and logo will be changed at **no charge** if Document Designs are under Annual GSA.

   b. Any other additions, deletions, and changes to form designs or other Document Programming Services will be billed at the prevailing hourly rate if form designs or other Document Programming Services are under Annual GSA. If form designs or other Document Programming Services are **not under** Annual GSA, services will be billed at the prevailing hourly rate.

   c. For Customers who have purchased Forms Design Training, Softdocs offers additional Time Banks in 15 hour increments at a discounted rate. Form design and coding follow-up training and support is not covered under Annual GSA.

   C) Software Products:

   This Agreement entitles Customer to receive Maintenance Upgrades, Software Patches and email, web and telephone assistance of a technical nature, but only on *licensed Softdocs, Inc. products. This agreement does not entitle customer to receive technical support on Microsoft Windows Server, SQL or other products developed by and/or sold or licensed by companies other than Softdocs, Inc.*

   Softdocs, Inc. may issue Maintenance Upgrades or Patches and/or provide for services necessary to correct errors that significantly affect software performance in accordance with Softdocs, Inc.'s Software Product operating specifications. **Unless product documentation states otherwise, Annual GSA provides support entitlement to only the current and previous Version Release of the licensed Softdocs, Inc. Software Product(s). Softdocs, Inc. reserves the right to charge for Technical Support for releases prior to the current and** previous Version Release at the prevailing hourly rate, with a minimum charge of one (1) hour.

For *licensed Softdocs, Inc. Software Products,* Maintenance Upgrades and Patches are at no charge and include one copy of the user's manual and release notes in electronic format. Customer is responsible for installing and testing Maintenance Upgrades and Patches on their server(s).

Softdocs can assist with installation and testing at the prevailing hourly rate, with a minimum charge of one (1) hour.

Softdocs, Inc. reserves the right to develop new features and functionality improvements, which will be offered to Customers as Version Releases under a separate price schedule.

However, it is understood that Softdocs, Inc. may charge based on the frequency of the service required.

NOTES:
I. *All Software and/or changes are subject to the terms and conditions of the Softdocs, Inc. End User License Agreement in effect at the time Software was licensed from Softdocs, Inc.*
II. *License Terms are applicable as long as Software is being used, even if maintenance services are no longer available.*
III. *Some Softdocs, Inc. Software Products are purchased under a Renewable Software License Agreement which includes an annual license fee that entitles Customer with a "Right to Use" the software and to receive the maintenance services defined above as long as maintenance services are available.*

2. **How to Obtain Service:**

Products	Phone #
All	1 (803) 695-6044
All (Toll Free)	1 (888) 457-8879

3. **Days and Hours of Coverage**
   Annual GSA covers service and support during <u>normal working hours,</u> 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, unless an Extended Hours Option is purchased. Software telephone support covers service during normal working hours, usually 8:00 a.m. to 6:00 p.m. Eastern Time. Coverage is not provided on National holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day). Softdocs, Inc. will use commercially reasonable efforts to provide for service outside of contracted hours. Softdocs, Inc. reserves the right to charge for any such service outside of contracted hours, currently at the prevailing hourly rate, with a minimum charge of one (1) hour.

4. **Extended Hours Option**
   Softdocs, Inc. provides optional service plans outside <u>normal working hours.</u> Depending upon local service capabilities, available plans include 5, 6, and 7 day; and 8, 16, and 24 hour options.

5. **Response Time**
   Softdocs, Inc.'s objective is to respond to service requests within one hour of being contacted during normal working hours.

6. **Annual GSA Rates**
   Document Programming Services – 20% of retail price
   Software Products – 20% of retail price
   Annual Escalation: Softdocs reserves the right to increase its Document Programming Services and Software Annual GSA up to a maximum of 3% annually.

7. **Customer Software**
   Before work under an Annual GSA begins on Customer owned and maintained computer hardware (including, but not limited to

servers, desktops, laptops, tablets and smartphones), Customer is responsible for creating back-up copies of files from applicable hard drive(s) or other storage medium(s). Softdocs, Inc. is only responsible for installing and configuring Softdocs, Inc. Software Products. Installation, configuration, testing and management of any third-party products, required or optional, is the responsibility of the Customer.

8. Services Not Covered
Services not described above, if available, may be at additional cost. These include but are not limited to:
  a. Operating System services (e.g., OS updates, database maintenance and recovery, product integration, application support);
  b. System Administration services (e.g., system restarts, error monitoring and reporting basic system matters; restoring the database);
  c. Network System Administration (e.g., installation of new software packages, maintenance of user and group accounts, solving network problems, performing system maintenance functions, monitoring network, installing application software, maintaining configuration);
  d. Consultation services;
  e. Version releases or software support to products other than those from Softdocs, Inc.
  f. Softdocs Software Product installation, set-up, configuration or other non-repair services for any event other than a server migration/refresh.
  g. Customer training, including supplemental Form Design Training
  h. Service associated with any unauthorized modifications, alterations, attachments or service; or problems related to the installation of non-manufacturer supplied software or system components;

9. Customer Responsibilities
Note: Failure to meet these responsibilities may result in additional charges at the prevailing hourly rate, with a minimum charge of one (1) hour.

Customer will designate a knowledgeable System Administrator/Key Operator and one or two trained alternates who will be the only liaison with Softdocs, Inc. Support Personnel. Liaison names must be provided to Softdocs, Inc. Customer Liaison will, as appropriate for the Products:
  a. Provide initial problem solving assistance to site users;
  b. Differentiate software and hardware malfunctions;
  c. Request service only when a malfunction is evident on Software Product covered under this Agreement;
  d. Perform appropriate problem analysis and corrective actions by following troubleshooting and remedial actions as prescribed by the manufacturer, including Customer maintenance;
  e. Provide continuous and appropriate resource availability during problem resolution;
  f. Maintain software documentation and install, as directed, any Maintenance Upgrades and Patches supplied by Manufacturers;
  g. In situations where remote service is provided, supply and maintain communication systems and software approved by Softdocs, Inc.

10. Limitations of Liability
Annual GSA does not cover:
  a. Circumstances beyond Softdocs, Inc.'s control (such as Customer overriding, bypassing or defeating interlock switches on Software Products);

  b. Misuse, abuse, or failure to follow Manufacturer's Software Product operating instructions.
  c. Product errors or failure due to the installation of third-party software applications, malicious or otherwise, that conflict with or interfere with the use of Softdocs, Inc. Software Products.

The services outlined in these terms are Softdocs, Inc.'s only obligation under this Agreement. **Softdocs, Inc. will not be responsible for any consequential or incidental damages resulting from the sale, use, servicing, or improper functioning of the Software Product, regardless of the cause.** Such damages for which Softdocs, Inc. will not be responsible include, but are not limited to, loss of revenue or profit, loss of data, downtime costs, loss of use of the equipment or software, cost of any substitute equipment, facilities or services or claims of your Customers and/or Users for such damages.

This limitation of liability will not apply to claims for injury to persons caused by the sole negligence or fault of Softdocs, Inc. or of persons under its direction or control.

11. Cancellation
Annual Guaranteed Service Agreements may be canceled by either the Customer or by Softdocs, Inc. upon 30 days' written notice. Softdocs, Inc. will issue a prorated credit for any remaining prepaid Agreement coverage. Customer will be charged for any service provided when Software Product is not covered by a Maintenance Agreement, at the prevailing hourly rate.

13. Billing and Terms of Payment
Payment terms are net 30 days from date of invoice, except for renewals, which are due by the renewal date.

If payment is not received 60 days from Annual GSA invoice date, Annual GSA is considered to be canceled and the customer will be required to pay a $500.00 reinstallation fee and the original Annual GSA invoice before any service can be performed. Software is also considered Unlicensed at that time, with Softdocs reserving the right to request and monitor the removal or uninstallation of Software Product (s) from Customer Servers and Workstations.

14. Renewal
Renewals will be available at the prices and terms then in effect, as long as Annual GSA is available for applicable Software Product(s).

15. Assignment
This Agreement and any rights or obligations hereunder may not be assigned by the Customer, except with the prior written consent of Softdocs, Inc. Any attempt to assign in contravention hereof shall be null and void.

15. Force Majeure
Neither party shall be liable for failure to perform under this contract if such failure to perform arises out of cause(s) beyond the control and without fault or negligence of the non-performing party. Such cause(s) may include, but are not limited to: acts of God or the public enemy; fires, floods, terrorism, epidemics and unusually severe weather; material shortages, strikes or similar labor disruptions.

16. Additional Terms
These terms may be amended or supplemented only by the express agreement of the Parties, in writing and signed by each Party.

Softdocs

Dynamic Software | Powering Documents

SOFTDOCS, INC. BILLABLE EXPENSES POLICY

Revision 1.6

May, 2015

The following expenses are billable when they are incurred in conjunction with business travel:

Softdocs Travel Day(s)

Air Travel

Automobile Expenses and Rental Fees

Lodging Expenses

Meal Expenses

Other Necessary Travel Expenses

Softdocs Travel Day(s)

Softdocs reserves the right to charge for Travel Days to and from the customer site for billable professional services work. This policy is in force when the customer site exceeds fifty (50) miles from Softdocs' Corporate office in Columbia, SC. Softdocs reserves the right to charge anywhere from a half (1/2) Travel Day ($250) to one (1) Travel Day ($500) depending on the distance and length of travel time. Travel resulting in two (2) hours or less actual driving time will be billed at the half day rate, and travel over two (2) hours actual driving time will be billed at the one day rate. This Travel Day policy also applies to the return trip back to Softdocs' Corporate office.

Air Travel

All air travel will be via Coach Class. First or Business Class air travel will not be utilized except where other accommodations are not available. Employees are to fly without regard to a specific airline. Due to the nature of the training assignments, it may not always be feasible to qualify for "advance" fares. We reserve the right to purchase all airfare tickets of a **refundable** nature. If a lower non-refundable ticket is purchased and

the customer subsequently requests a date change or cancels the training, the ticket reissue fee and/or other penalties associated with the change will be assessed to the customer. Current pricing for airfare tickets cannot be based on the discounted fares published on the Internet, as these prices change frequently throughout the day, may require a Saturday night stay and are generally non-refundable with limited availability.

Personal Vehicle

Use of a personal vehicle on authorized trips will be reimbursed at the prevailing IRS mileage rate (currently $.555). The total rate, however, is not to exceed the cost of point-to-point travel of coach airfare. Mileage incurred by the trainer to and from his/her respective airport and the daily parking fees are a business expense and as such are billable items.

Vehicle Rental / Taxis

An automobile can be rented to conduct out of town business as deemed necessary i.e. transport the trainer to and from the training site and back to his/her hotel daily, provide local transportation to acquire meals to avoid the daily expense of a taxi and transport the trainer to and from the airport. Automobiles will be of a compact or mid-size type, except under extenuating circumstances. Taxis will only be used when no other reasonable alternative exists.

Meals, Lodging, and Entertainment

For meal expenses, Softdocs will bill its customers a per diem and follows IRS guidelines for each geographical region. Gratuities, if warranted, are included in the per diem as well. Lodging expenses generally should not exceed $150.00 (plus applicable taxes) per night. This could also vary depending upon locality and parking fees. Business class hotels are to be selected rather than luxury hotels. Many hotels have begun the practice of charging a fee for checking out prior to the original departure date. Early check out penalties, if incurred as a result of customer altering the training days, will be billable to the customer.

Personal Travel & Expenses

Items of a personal nature are not billable to the customer. These include but are not limited to: clothing, haircuts, umbrellas, newspapers, personal hygiene items, hotel movies and health clubs.

Other Necessary Travel Expenses

All necessary business telephone calls are billable. Reasonable personal calls while traveling are also billable but will be limited. Reasonable expenditures for laundry are billable if necessary due to being away from home for several consecutive days. Those items defined as "Billable Expenses" will also be deemed appropriate if incurred on a travel day, as well as on an actual training day. If unforeseen circumstances (e.g. flight cancellations, severe weather) require a longer than planned stay at a customer location, the additional expenses incurred during the extended stay (hotel, rental car, meals, etc.) may be billed to the customer.

On occasion, two Trainers may be on site for the purpose of evaluating the session or for internal training. Under those circumstances, the customer will only be billed for the primary Trainer's expenses. If the session is such that it requires two staff members, i.e. Professional Services, Initial Client Meeting (Discovery), Administrative Setup Review, Business Process and/or Comprehensive Process Review, all expenses will be billable to the customer per the Sales Order or Statement of Work Proposal.

Receipts are available upon Client request, except for meals where a per diem is involved.

Softdocs Professional Services Cancellation Policy

Softdocs works carefully to ensure our implementation and training team is available to begin your project in a timely manner. A cancelled or postponed professional services engagement results not only in a delay to your project, but also impacts our ability to assist other customers.As a result, canceling or postponing a scheduled professional services engagement within 20 calendar days prior to the scheduled start date will result in the following charges:

Canceled/Postponed	Fees Charged	Additional
11-19 calendar days prior	25% of scheduled services, plus	100% of all travel days and billable expenses incurred
6-10 calendar days prior	50% of scheduled services, plus	100% of all travel days and billable expenses incurred
0-5 calendar days prior	100% of scheduled services, plus	100% of all travel days and billable expenses incurred

INVOICE

REMIT PAYMENT TO:

Softdocs
807 Bluff Road
Columbia, SC 29201
Phone 803-695-6044 | Fax 803-695-6911

BILL TO:

Bunker Hill Community College
Accounts Payable
250 New Rutherford Avenue
Boston, Massachusetts 02129-2925
United States

SHIP TO:

Bunker Hill Community College
250 New Rutherford Avenue
Boston, Massachusetts 02129-2925
United States

Invoice Number	48160
Payment Terms	Net 30
Billing Date	12/16/2021
Billing Due Date	1/15/2022
Amount Due	**$59,500.00**
Sales Representative	Jessica Maxey
Customer PO	P0031923
Shipping Method	
Ship Date	

YEAR 2 OF 5 FOR THE PERIOD 1/01/2022 - 12/31/2022

PRODUCT	PRODUCT DESCRIPTION	COMMENT	QUANTITY	UNIT PRICE	TOTAL
Etrieve Cloud - SAAS	Etrieve Cloud Subscription		1.00	$59,500.00	$59,500.00
Tax	Sales Tax, calculated based upon customer zip code		1.00	$.00	$.00

Total	**$59,500.00**
Amount Paid	$.00
Amount Due	**$59,500.00**

ACH Payment Info:
First Citizens Bank
860 Knox Abbott Drive
Cayce, SC 29033
Routing Number: 053906041
Account Number: 08313 1293901
To ensure payment receipt, email notification to accounting@softdocs.com

Credit Card payments accepted for 2500.00 or less.

For Questions, address or billing contact changes please contact:
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accounting@softdocs.com