STATEMENT OF WORK

FLORIDA HOUSING FINANCE CORPORATION

ONBASE UPGRADE

4/1/2020

This SOW was prepared by: **Mike Current**
DataBank IMX
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1. Version Control

Document Attributes and Revision History

Document Name	Statement of Work
Current Revision Number	0.2
Previous Version & Author	

End User Maintenance

Customer Number	6117
Maintenance Status	FULL
Expiration Date	12/31/2020

For this project, Client must have an OnBase software Maintenance Level described as "Full" according to Hyland records for software that is subject to this statement of work. Client shall remain at "Full" Maintenance Level for the duration of the project, thus being eligible to receive OnBase license codes per the Software Maintenance agreement. If Client does not have "Full" OnBase Software Maintenance for the duration of this project, they must work with their account manager to resolve payment prior to any project services or activities being rendered. This document is governed by the terms of the OnBase maintenance agreement.

☒ **DataBank has verified End User Maintenance will be valid for the duration of this project.**

RACI Chart

Name	Position	*	R	A	S	C	I
Jason Engen	DataBank – Sales Director	X		X	X		X
Adam Herrmann	DataBank – Vice President of Professional Services			X	X		X
Kendra Deutsch	DataBank – Director of Professional Services				X		X
Mike Current	DataBank – Bid Manager		X				X
Kathy Will	DataBank - Solutions Consultant				X		X
Mike Current	DataBank – Upgrade Specialist, OnBase				X	X	X
Blake Bishop	Florida Housing Finance Corporation - Project Sponsor	X				X	X
Column Key	* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement R – Responsible: Person responsible for creating this document. A – Accountable: Person accountable for accuracy of this document. S – Supports: Individuals providing supporting services in the production of this document. C – Consulted: Individuals providing input (interviewee, etc.). I – Informed: Individuals who must be informed of any changes.						

2. Introduction and Project Plan Overview

Hyland, maker of OnBase, regularly releases new versions of the software. Each iteration contains new security enhancements, new features or enhancements to existing modules, as well as corrections to the software.

DataBank strongly encourages their clients to stay relatively current with the release schedule of OnBase, ideally within two versions of the latest release. This benefits clients in terms of providing access to the latest solutions, performance, support, avoiding extended maintenance costs, and overall user experience.

Florida Housing Finance Corporation (Hereinafter "Client") is seeking to upgrade their current OnBase environment(s) and is leveraging DataBank to assist with the upgrade implementation, as detailed in this document.

This Statement of Work outlines a project plan for a Synchronous OnBase upgrade from OnBase 17.0.1 to OnBase Foundation Build.

This project is to be performed remotely, using a remote screen-sharing application (TeamViewer/GTM).

Environments, servers and complex solutions to be covered under this project are:

> **TEST Environment**
> > **1 Database Server**
> > **1 Component Server**
>
> **PROD Environment**
> > **1 Database Server**
> > **2 Component Servers**

Certain OnBase modules pose particular considerations for OnBase projects. Modules licensed in the Client environment include, but are not limited to:

☒Workflow   ☒WorkView   ☒SSO/Identity Provider
☐Encrypted Keyword/Diskgroups   ☒Production Document Imaging   ☐File Server/DDS
☒Desktop Document Imaging   ☒Outlook Integration   ☒Batch OCR

Batch OCR has been replaced by Hyland by Full-Page OCR. This will be adjusted as part of this upgrade.

Objective

This document is designed to address Client solution needs and align them with DataBank project plans. It will present the project scope, deliverables, assumptions, and professional service estimates for upgrading Client's test and production environments. It will also serve to solicit approval from Client to proceed with the described activities once all necessary signatures have been obtained.

3. Scope of Services

The scope of this project is limited the activities described in this section. This statement of work does not cover installation and/or configuration of solutions that were not pre-existing, or other modifications to the OnBase configuration.

Project scope will be limited to the following activities:

Activity	Description
Project Kickoff, Environmental Readiness Assessment, and Consulting	• Outline roles and responsibilities between Client and DataBank. • Discuss downtime (window when Client cannot access OnBase). • DataBank will share User Acceptance Testing best practices and discuss Client testing responsibilities as needed. • Determine target delivery date and rollout plan. • DataBank will review all existing and/or new servers for compatibility and ensure they have necessary pre-requisites installed prior to install. • DataBank will analyze the existing OnBase software configuration and database settings.
Upgrade Test Environment Implementation	• Client is responsible for backing up and moving the backup of the OnBase database where applicable. • Upgrade database and all component servers to target version. • DataBank will perform basic functionality testing of the Test upgrade. Basic OnBase functionality testing shall be limited to user login, storage, and retrieval. • Client will be required to conduct user acceptance testing with Client Subject Matter Experts and sign off on the Test environment upgrade. • After DataBank receives Client sign off, upgrade can be performed in the production environment.
Upgrade Production (Prod) Environment Implementation	• Upgrade database and all component servers to target version. • DataBank will perform basic functionality testing of the Prod upgrade. Basic OnBase functionality testing shall be limited to user login, storage, and retrieval. • Client will be required to conduct user acceptance testing with Client Subject Matter Experts and sign off on the Prod environment upgrade. • Within 5 days after project hand-off, support of the system will be transitioned to DataBank Support.
Testing and Go-Live Support	• DataBank will provide post-upgrade support – See below "Upgrade" section, step 7 for details. • Go-Live Support hours estimated is Time and Materials, and Client will only be charged for actual hours worked on reported issues. • Client is responsible for reporting & prioritizing unexpected behavior. • If issues are found with the software or upgraded environment result in a Software Change Request (SCR) from Hyland Software and Client chooses to have DataBank upgrade the solution to a later fixed build, and this causes Go-Live Support to exceed the estimated hours, a Change Order for extra support time may be required.
Project Management	• DataBank will own project management activities such as status meetings, budget reports, and change management.

The following items have been discussed but are considered **<u>out of scope</u>** for this project:

Activity	Description
Server Migrations	• Client desires the OnBase database and OnBase component servers to stay on their existing servers, as determined in Pre-Upgrade Analysis. If Client decides to migrate to new servers or have migration performed by DataBank, a change order will be required.
VB Script Conversions	• Following a pre-upgrade custom script check, it is assumed that there are no VB Scripts that need to be converted at this time. If VB Scripts are later identified and must be converted, a change order will be required.
Electronic Form Rewrites	• Following a pre-upgrade custom form check, it is assumed that there are no electronic forms that need to be rewritten at this time. If forms are identified and need to be rewritten, a change order will be required.
User Acceptance Testing	• User Acceptance Testing is defined as the testing of unique processes configured by the Client through the OnBase product. • To minimize DataBank's billable time, User Acceptance Testing is the responsibility of the Client. • DataBank requires Client involve their business subject matter experts and/or end users in functional testing.
Configuration of modules or components not currently installed	• OnBase solutions, configuration or components that are not currently installed will not be considered in scope for this project. • No additional new functionality will be considered part of the project. • Any requests for DataBank to change configuration of existing components will require an approved change order.
Workstation client software deployment	• Client is responsible for deploying OnBase client-side software, ODBC Data Sources, or other items to user workstations, unless explicitly stated in scope, or if an approved change order is processed.
OnBase Training	• Upgraded software may include new configuration options or updates to the user interface (UI). • Administrator or end user training is not considered in scope for any upgrade project. If training is required, Client will work with their Account Manager in a separate service request.
Activities not explicitly listed	• Activities not listed in the in scope statement will require a change order.

4. Pricing Breakdown

4.1 - Professional Services Fees (Estimate) – Time and Materials

Professional Services below are being proposed under OSAM Document Solutions, Inc.'s GSA Schedule #GS-35F-057AA. OSAM Document Solutions, Inc. is a fully owned subsidiary of DataBank IMX. OSAM holds DataBank's Schedule 70 GSA Contract.

Phase	Hours	Rate	Estimated Line Item Total
Project Kickoff and Environmental Assessment	4.0	$164.58	$658.32
Upgrade TEST and Implementation	8.0	$164.58	$1,316.64
Upgrade PROD and perform Unit Testing	8.0	$164.58	$1,316.64
Custom Dev Assistance	3.0	$164.58	$493.74
Post Upgrade Support	16.0	$164.58	$2,633.28
Project Management	8.0	$149.62	$1,196.96
Estimated T&M Total	*47.0*		*$7,615.58*
Contingency Reserve*	20%		$1,523.12
Projected Grand Total Estimate	**53.0**		**$9,138.70**

All estimates of fees or time required to complete the project are provided for convenience only and are approximations of the anticipated amount of time needed to complete the project. Client will be invoiced based on the amount of time actually required to complete the project.

*It is important to note that scope can change throughout the lifecycle of a project requiring the use of DataBank's change order process. DataBank recommends Client to add a contingency reserve of 20% of total project estimate to account for change orders and additional requests. To help keep scope in line and costs close to the estimate, carefully review this document, Project Assumptions, and Project Activities.

4.2 Ordering Information

Orders should be addressed to the below. Also, **please email a copy to kwill@databankimx.com**:

OSAM Document Solutions, Inc.
Attn: Kathy Will
620 Freedom Business Center, Suite 120
King of Prussia, PA 19406

5. Travel & Expense Policy

This Statement of Work is quoted for remote work only. On site work would require a Change Order.

6. Non-Standard Time Policy

DataBank considers the following situations to be considered Non-Standard Time:

1. Work is being performed in the same time zone as DataBank Headquarters (CST) and the work was requested to be performed outside of the standard business hours (M-F, 8:00 AM – 5:00 PM).
2. Work is being performed in a different time zone other than that of DataBank Headquarters (CST) and the work falls outside the hours of (M-F, 8:00 AM – 5:00 PM) in said time zone.

DataBank will only charge a premium when Client has **requested** that work be performed outside of standard business hours (see above for details). Premium rates are billed at 1.50 times the quoted services rate.

In certain circumstances, DataBank may perform project work outside of normal business hours. Unless this is specifically requested by Client, Non-Standard Time will not be incurred and the time will be billed as Standard Time.

All time quoted unless explicitly stated will be standard time. Non-Standard Time must be agreed upon during Project Kick-off in order for DataBank to align resources and prevent delays. Non-Standard Time which is not included in this quote will require a Change Order.

7. Non-Solicitation of Employee(s) Policy

The parties agree that during the term of the agreement and for three years thereafter, they shall not solicit or encourage, or cause others to solicit or encourage, any of the other party's' employees or contractors or any affiliate to terminate their employment or engagement . Each party shall not - directly or indirectly - hire any then-current or former employee or contractor of the others; and shall not solicit any then-current customer or an affiliate, or any prospective customers made known to it by the other party, for any business relating to in any way, the business of the party or otherwise interfere with the business relations between the party and any such customers.

8. Services Rendered and Timeline Estimation

DataBank and Client parties agree that any services described in this SOW that have been performed prior to the execution of this SOW by the parties nevertheless shall be covered by all terms and conditions of this SOW.

Project scheduling and timelines will be established at or after Project Kickoff.

9. Prerequisites for Project Work

1. Custom Software Component check – Prior to the project, DataBank must access the Client OnBase system to determine if any custom software components – commonly, custom scripts and eForms – exist in the system. DataBank will then analyze if any of these items will cause compatibility issues.
2. Client must be current on software maintenance and shall remain current for the duration of the project, thus being eligible to receive license codes per the OnBase maintenance agreement. If Client is not current on software maintenance for the duration of this project, they must work with their account manager to resolve payment prior to any services or activities being rendered.
3. Any necessary Purchase Orders must be placed by Client to DataBank.
4. Statement of Work must be reviewed and signed by Client and DataBank representatives.

10. Compensation and Payment Schedule

DataBank will charge and bill services fees to Client for the project services provided under this SOW in the following manner:

- Time and Materials will be billed **monthly**

Other than when payment terms are specifically delineated in a Master Services Agreement, Client agrees to pay for all Services and Products within thirty (30) days of receipt of an invoice from DataBank.

11. Project Assumptions

After the purchase order has been received, DataBank will follow a standardized set of procedural, deployment, and project management business processes. These defined project processes will expose the

Client to DataBank's proven methods to a successful project. These processes will also help define specific DataBank/ Client responsibilities in order to align objectives as defined below:

1. Availability of all Client project resources for the duration of the project. DataBank resources split time with other projects and DataBank will determine how they must prioritize their time.
2. Client and DataBank will discuss and agree upon roles, responsibilities and timeline for deliverables at Project Kickoff meeting.
3. Regular project meeting cadence will be set by DataBank at time of Project Kickoff by DataBank Project Manager. These meetings require DataBank and Client attendance.
4. Availability of all necessary server resources at the expected time, as agreed upon during Project Kickoff.
5. Availability of all necessary server access and privileges granted by Client to DataBank for customer environment(s) at the expected time agreed upon during project kickoff.

Note: Failure to meet expectations set out and documented at the Project Kickoff may lead to delaying the project or necessitate rescheduling altogether.

12. Required Documentation

1. A formal purchase order must be received by DataBank prior to scheduling the project.
2. A signed Statement of Work must be received by DataBank prior to scheduling the project.

13. Pre-Project Activities

1. Client will identify their resources that will be considered project members, including OnBase administrators, OnBase support staff, database administrators, network administrators, server administrators, and internal project managers, as necessary.
2. A project kick-off meeting will be held with all required project members prior to commencing of project activities.
3. All applicable OnBase system servers are installed, tested, and properly working **prior** to the project, whether Test or Prod. Non-tested, non-functioning, or partially installed OnBase servers discovered after project begins or not identified in the Statement of Work may require a Change Order.
4. Pre-existing known issues will be documented by Client and shared with DataBank.
5. Client Test system will reflect permissions, system restrictions, user accounts, etc. identical to those implemented in the Prod environment, for each OnBase server.
6. All applicable Operating System software - including Microsoft Security Updates - is installed, tested, and working properly **prior** to the project, in both Test and Prod.
7. All applicable OnBase software is downloaded and placed in a directory on the server(s) where it will be installed. Failure to have the OnBase software staged prior to the beginning of project activities may result in a project delay.
8. Remote Desktop Protocol (RDP) access must be granted for any work that is not on site. Failure to have remote access setup prior to the beginning of project activities may result in a project delay.
9. A network account and database user with full administrative rights to the network and hardware is set up and made available to DataBank for both onsite and remote work. Failure to have this account and DataBank access setup prior to the beginning of project activities may result in a project delay.
10. A database user account with access to the database instance is set up and made available to DataBank for both onsite and remote work. Failure to have this account and DataBank access setup prior to the beginning of project activities may result in a project delay.
11. Client will provide project staff with access to all printed and electronic information relevant to this project at the beginning of the project.

14. Project Activities

1. DataBank will execute the project as agreed upon in this Statement of Work and the Project Kickoff meeting. Any items not identified in this Statement of Work may result in a Change Order.
2. Client will perform testing on the pre-existing configuration and incorporate end user testing.
3. Client will document any new system issues found as part of the validation process and will own prioritization of issues and report them to DataBank Project Manager.
4. Client will report issues which may be related to the project to DataBank Project Manager. DataBank will work with the Client to address all issues that have been reported, based on issue prioritization as reported by Client.
5. DataBank will provide Go-Live support once the project is executed, for the duration of 1 week. The number of hours quoted is in the Scope section and is billed as Time and Materials. This support will be via remote access unless other requirements are agreed upon by both parties prior to acceptance of the Statement of Work. Additional Go-Live requirements are subject to applicable Project Management fees and may necessitate a Change Order.
6. DataBank assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.
7. Client has up to 20 business days from the Go-Live date to "Accept" the project. In the absence of documented exceptions or a signed Work Acceptance document, the solution will be deemed accepted 20 business days subsequent to delivery of the Acceptance document.

15. Project Management

1. DataBank will assign a Project Manager to manage the day-to-day activities related to the project. This will include project kickoff, ongoing project planning, schedule coordination, and issue escalation in order to meet all milestones/requirements.
2. Client may assign a Project Manager or Lead Resource to manage the day-to-day activities related to the project within their organization. Additional hours will be required if DataBank is responsible for performing these tasks on Client's behalf.
3. DataBank will schedule a project kick-off meeting to introduce project resources and review the project plan with Client. Client attendees should include a Project Manager or Lead Resource, Executive Sponsor, and business process owners/stakeholders.
4. DataBank will manage/schedule its own resources during the project.
5. Client will manage/schedule its own resources during the project.
6. Both parties will attend up to 1 project status meeting per week throughout the duration of the project. Attendance will be via remote conference call. Additional project status requests are subject to applicable Project Management fees.
7. Formal Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes.
8. Any Change Orders that are agreed upon during the project affect the project schedule and may result in a delay in project delivery. The project schedule will be updated and approved by the Client as part of the Change Order process.
9. DataBank will update the Project Schedule throughout the project duration as necessary adjustments are identified and agreed upon by both parties.

16. Binding Affects and Agreements

This SOW shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this SOW, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting

from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

17. Acceptance of SOW

This SOW represents DataBank's offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Client signing and delivering this SOW to DataBank within 30 days from the date of this document (the "Acceptance Deadline"). DataBank may withdraw this offer at any time prior to acceptance by Client. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by DataBank, if this offer is not accepted, in the manner provided above, by Client on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s) set forth with their respective signatures below.

DataBank IMX	**Florida Housing Finance Corporation**
Company Name ("DataBank")	Company Name ("Client")
Kendra Deutsch (DocuSigned by) DD683B31E2FC4AA...	
By (Signature)	By (Signature)
Kendra Deutsch, Director of PS	Hugh R. Brown, General Counsel
Printed Name and Title	Printed Name and Title
620 Freedom Business Center, Suite 120	227 N. Bronough Street, Suite 5000
Address	Address
King of Prussia, PA 19406	Tallahassee, FL 32301
City, State, Zip	City, State, Zip
4/22/2020	4-17-20
Dated	Dated

18. Appendix A – Production Upgrade Acceptance Form

Date Submitted ___ / ___ / ___

Company: _____

Project Name _____

Deliverable/Milestone _____

Exceptions:

❑ Upgrade has been reviewed and tested in Test system and the Production Upgrade can be executed.

Comments/Reason:

_____
Company Name ("Client")

_____
Project Sponsor Name (Print)

_____
Project Sponsor Signature   Date

19. Appendix B – Work Acceptance Form

Date Submitted   ___ / ___ / ___

Company: _____

Project Name _____

Deliverable/Milestone _____

Exceptions:

❑   Accept Deliverable
❑   Decline Deliverable

Comments/Reason:

_____
Company Name ("Client")

_____
Project Sponsor Name (Print)

_____
Project Sponsor Signature   Date