NOTICE OF RENEWAL OF CONTRACT

TO: HYLAND SOFTWARE, INC.
28500 CLEMENS ROAD
WESTLAKE, OH 44145

DATE ISSUED: January 07, 2015

CONTRACT NO: 12-11

CONTRACT TITLE: ERMS SOFTWARE & SERVICES

THIS IS A NOTICE OF RENEWAL OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective immediately and expires on December 31, 2015.

The contract documents consist of the terms and conditions of Master Software License, Service, and Support Agreement No. 4207-016182009-20672 including any exhibits attached or amendments thereto.

ATTACHMENTS:
1) AMENDMENT NO. 2
2) AMENDMENT TO MASTER SOFTWARE LICENSE, SERVICES AND SUPPORT AGREEMENT

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: TREvor DIXON
TELEPHONE NO.: 440-788-5745
EMAIL ADDRESS: GENESIS.BROWN@ONBASE.COM

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: PAUL CARTER
TELEPHONE NO.: 703-228-3203
EMAIL ADDRESS: PCARTER@ARLINGTONVA.US

CONTRACT AUTHORIZATION
Robert W. Jenkins, CPPB
Assistant Purchasing Agent

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 12-11

AMENDMENT NUMBER 2

This Amendment Number 2 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 12-11 dated April 21, 2008, as amended ("Agreement"), and made between Hyland Software, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the contract term, the work called for, and the amounts to be paid under the Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Agreement as reflected in the attached Amendment to Master Software License, Services and Support Agreement, Contract #: EU-4208-48266.

The contract documents consist of the Master Software License, Service, and Support Agreement No. 4208-03162007-11980 including any exhibits attached or amendments thereto.

AMENDMENT SUMMARY:

1. Amend Master Software License, Services and Support Agreement with amended terms listed in Contract # EU-4208-48266.

Terms and Conditions
Except as expressly modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

BY: [Signature]

PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT

DATE: 1/7/15

HYLAND SOFTWARE, INC.

BY: [Signature]

PRINT NAME: Vreeen F. Elbarr
TITLE: VP

DATE: 12/15/14
AMENDMENT TO MASTER SOFTWARE LICENSE, SERVICES AND SUPPORT AGREEMENT

This AMENDMENT TO MASTER SOFTWARE LICENSE, SERVICES AND SUPPORT AGREEMENT ("Amendment") is made and entered into effective as of the date that the County executes the Amendment (as indicated by the date entered by the County with its signature below), by and between Hyland Software, Inc. ("Hyland") and The County Board of Arlington County, Virginia ("Customer") and amends that certain Master Software License, Services and Support Agreement between Hyland and Customer dated on or about April 21, 2008, as previously amended (the "Master Agreement").

1. DEFINED TERMS:

Capitalized terms used in this Amendment and not defined herein are used herein with the same meanings given such terms under the Master Agreement. The term "Agreement" as used in the Master Agreement and in this Amendment hereafter shall mean the Master Agreement as amended by this Amendment.

2. SOFTWARE REPLACEMENT; SOFTWARE LICENSE FEES FOR ADDITIONAL SOFTWARE MODULES; ANNUAL MAINTENANCE FEES FOR THE SOFTWARE REPLACEMENT AND ADDITIONAL SOFTWARE MODULES:

(A) Provided that Customer is in compliance with the terms of the Agreement, the parties agree that with respect to the Software modules listed in the table below under the column “Installed Software Licenses to be De-licensed”, which are currently installed by Customer, on a date that is mutually agreed upon by the parties, such Software modules shall be de-licensed by Hyland and Hyland shall issue a Software license certificate(s) which shall effectuate such de-licensing and which shall also issue replacement licenses for the Software modules listed in the table below under the column “Replacement Software Modules”. Hyland will issue licenses to such Replacement Software Modules for no additional Software License Fees from Customer. Customer acknowledges and agrees that Customer shall not be entitled to any refund of Software License Fees previously paid by Customer to Hyland in connection with any such Software that will be de-licensed.

<table>
<thead>
<tr>
<th>Installed Software Licenses to be De-licensed</th>
<th>Replacement Software Modules</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forty-Nine (49) Plan Review 3D Client (PLMPN1-3D) licenses; and</td>
<td>Forty-Nine (49) Plan Review Named User (PLIPN1) licenses</td>
</tr>
</tbody>
</table>

(B) With respect to the forty-nine (49) licenses to the Plan Review Named User Software module (Product Code PLIPN1) being licensed pursuant to paragraph (a) above, the parties agree that the Annual Maintenance Fees for such modules shall be calculated based off the Software License Fee of $1,000.00 using Hyland's then current General Services Administration ("GSA") maintenance multiplier, which as of the date of this Amendment is Nineteen Percent (19%). Furthermore, the parties agree that initial Annual Maintenance Fees for additional copies of the Plan Review Named User Software module (Product Code PLIPN1) that Customer may purchase shall also be calculated off the Software License fee of $1,000.00 at Hyland's then current GSA maintenance multiplier.

For example, annual maintenance pricing at the current GSA multiplier would be calculated as follows:

$1,000 (list price) X 0.19 = $190 per license, per year maintenance fee

The Parties understand and agree that Hyland's GSA maintenance multiplier is subject to change, and this amendment does not guarantee a 19% multiplier.

Copyright © 2013 Hyland Software, Inc. (Confidential) 1 of 2
(C) The parties agree that for additional copies of the Plan Review Named User Software module (Product Code PLIPN1) that Customer may need to purchase, Software License Fees for such additional modules shall be the discounted fee of Seven-Hundred Fifty Dollars ($750.00).

3. ANNUAL MAINTENANCE FEES FOR PLAN REVIEW SERVER MAINTENANCE:

Notwithstanding anything to the contrary herein, Customer acknowledges and agrees that Customer shall continue to be obligated to pay Annual Maintenance Fees on the Plan Review Server Maintenance (Product Code SFMWR1) in the amount of Three Thousand Eight Hundred Dollars ($3,800.00) annually.

4. NO OTHER CHANGES:

In all other respects the Master Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year set forth after their respective names below:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By: ____________________________

[Signature]

Print Name: Robert W. Jenkins

Title: Asst. Purchasing Agent

Date: 1/7/15

HYLAND SOFTWARE, INC.

By: ____________________________

[Signature]

Print Name: Noreen B. Kilbane

Title: VP

Date: 12/15/14