Matrix Imaging

October 18, 2005

Mr. Paul Watson
Procurement Department
The University of Texas at Dallas
2601 N. Floyd Road
Richardson, Texas 75080

Dear Mr. Watson:

Matrix Imaging appreciates the opportunity to present a written response to your RFP for The University of Texas at Dallas for an Imaging and Document Management System. Matrix Imaging has all the necessary resources to insure the completion of the project in a timely manner. We will deliver a highly valuable and cost-effective solution, and expect a full ROI in less than two years. Our response is valid for 90 days from the proposal due date.

Matrix Imaging has provided a complete proposal document that addresses all Document Management needs for The University of Texas at Dallas. The system is infinitely scalable and fully supports any ODBC compliant databases including Oracle and MS-SQL Server. The system we have proposed is robust when operated either on a standard computer or accessed via a web browser. Our typical approach is to develop and maintain a project plan and time line, working with our clients, that meets all requirements.

Matrix Imaging has been in business for over 12 years and has implemented 30+ systems at colleges and universities around the country. We offer up to 24x7x365 support. Matrix takes great pride in its training for both users and system administrators - in fact, we guarantee it and offer free end-user help desk support for trained users.

Matrix Imaging has a highly refined process for implementing systems. It is a collaborative process involving our clients; each one is similar while at the same time unique, considering each particular requirement, goal, and objective. System implementation is a key Matrix Imaging strength. Implementation, training, and support are critical to the success of the project and separates Matrix Imaging from all of our competition. We work with our clients through the entire process to ensure the implementation plan, as designed, become long-term reality.

Please study the enclosed material. Should you have any questions or concerns from either a technical, operational or financial aspect, I will make other Matrix Imaging personnel and myself available to discuss any issue. Please do not hesitate to contact me directly at (248) 239-0120. Thank you for your time and consideration in this matter. We look forward to a relationship with you and The University of Texas at Dallas.

Respectfully,

Ron Wellman

**Ron Wellman**
Matrix Imaging

Matrix Imaging has extensive experience integrating imaging and workflow with SSCT Plus and Banner ERP System. Our experience uniquely positions Matrix Imaging to deliver a system that meets The University of Texas at Dallas' current and future needs along with the dedicated support and training resources critical to a successful implementation.

As a company that focuses solely on Higher Education Applications, Matrix has a strong tradition of offering imaging, COLD, and automated document management solutions to colleges and universities, forming long-term relationships with our clients. Matrix defines a plan with our clients that begins with the initial needs analysis stage, and continues through implementation, customized training, and follow-up services.

Most importantly, Matrix will work closely with The University of Texas at Dallas after the initial imaging investment; helping plan for the future to assure that your system meets the needs of a changing environment.

Developing, installing, and servicing Automated Document Management systems have been our focused business objectives since 1991. As a value added partner with a full spectrum of knowledge in technology and business issues, Matrix Imaging provides support and coordination on design methods, analysis, and product alternatives regarding this technology. With this knowledge and experience, as well as our unwavering commitment to quality, service, and continued customer support, Matrix Imaging can quickly and easily implement and maintain your Document Management System.

**AWARD WINNING SOLUTIONS FROM MATRIX IMAGING**

Recently, our integrated solution for admissions and financial aid processing at Columbia University was recognized by the Association of Information and Image Management (AIIM) as a "Best Practice" solution, denoting a standard of excellence that has been achieved within an organization and referring to a process that can be quantified, adapted, and repeated.

**MATRIX IMAGING - SINGLE SOURCE VENDOR**

Matrix Imaging's integrated solution is built upon the OnBase® Document Management Software from Hyland Software. Our proposal includes the necessary OnBase® modules and software from other vendors as appropriate to develop the optimum solution, and provide training as requested to enable users to deploy additional application uses to meet additional requirements.

Imaging and document management is our only business and we have extensive experience implementing imaging solutions for Colleges and Universities. As a result of our experience with Enrollment Services, Finance, HR and etc., Matrix is keenly aware of the requirements of successful implementation in an environment such as found at The University of Texas at Dallas. Matrix Imaging has a strong tradition of delivering document management solutions while forming long-term relationships with our clients. This experience will help you create a flexible and scalable IDMS that provides staff the ability to accommodate significant workload growth and complexity. Without

compromising quality and service, our solutions provide a more streamlined process and an organized workflow.

Together we can measure and assess people, teams, and projects by what they accomplish and reduce the time between approval points and hand-offs, shorten waiting intervals, and minimize training requirements and cycle time.

- We have implemented integrated imaging, workflow, and COLD technology for dozens of colleges and universities.
- Our successes include integrations with the SSCT Plus and Banner ERP System.
- We understand your business and that the business of serving students and prospective students cannot be interrupted while implementing a solution.
- Matrix is dedicated to a partnership approach by working with our clients to guarantee a successful system implementation.
- We deliver an integrated system that is Point and Click configurable: a system convenient for end users to learn in order to support and expand its use.
- Matrix will provide customized training and support that is specific to the needs of The University of Texas at Dallas.
- Prompt and reliable 24 x 7 support is provided via phone, remote connection, and on site.

**APPROACH TO IMPLEMENTATION**

Matrix Imaging believes the best approach is a partnership with its clients. This is a long-term solution and investment and as such we will partner with you during the planning/consulting/needs analysis and initial implementation phases and as the system grows to additional departments and users. The level of independence achieved in implementing future enhancements and phases, and supporting the system and users is solely dependent on your stated needs. Matrix will maintain and service 100% of the system or we will train the appropriate staff to independently implement future phases and service the system.

**PLANNING & CONSULTATION**

Matrix Imaging works with its clients from the initial needs analysis and project planning phase through implementation, custom training, and providing follow-up service. We are keenly aware of the requirements of a successful integrated document management system implementation.

We guarantee our end-user training by offering free help desk support.

Matrix Imaging is a systems integrator. As such, we select from the best available products on the market including applications, tools, and hardware that are the most

powerful, flexible, robust, and cost-effective to provide the best possible solutions for our clients.

We work with our customers from the initial planning/consulting/needs analysis stage through implementation, customized training, and follow-up service. More importantly, Matrix helps our customers plan the growth of their initial imaging system, ensuring the system meets their changing needs and environment. Matrix has over 120 imaging sites and is keenly aware of the requirements of successful imaging implementations in Higher Education environments.

**THE UNIVERSITY OF TEXAS AT DALLAS, UTD PROCUREMENT DEPARTMENT**
**TEXAS AGENCY #738, ph 972-883-2300 fax 972-883-2348 http://www.utdallas.edu**
**10/17/2005 REQUEST FOR PROPOSALS RFP # ScanRFP2 OPENING ON 10-18-05 3PM**

# Please Email your PDF or Word Doc. Response to both Paul Watson pwatson@utdallas.edu and Leah Teutsch Teutsch@utdallas.edu

Email do not phone your questions to both Paul Watson and Leah Teutsch

**Fax, Mail, Email sealed RFP to - Fax 972-883-2348 RFP FROM UTD**

http://www.utdallas.edu/utdgeneral/business/procure/

The University of Texas at Dallas
P.O. Box 830688 M/S AD34
Richardson, Texas 75083-0688

**UTD Buyer: Paul Watson**
Phone# 972-883-2307
Email: pwatson@utdallas.edu

Or hand deliver/ air express
The University of Texas at Dallas
Purchasing M/S AD34
2601 N. Floyd Road
Richardson, Texas 75080

Delivery Address:
The University of Texas at Dallas
Central Receiving 972-883-2779
2601 N. Floyd Road
Richardson, Texas 75080

For clarification of the Specifications, Responder may contact the **UTD Department**:
Leah M. Teutsch
Information Security Officer
University of Texas at Dallas
Teutsch@utdallas.edu
972-883-6855
972-883-6865 fax
**List the RFP #, opening date, your company name on the submitted RFP envelopes or documents.**

**By signing this form, Responder certifies that they agree to all pages** and if a Texas address is shown as the address of the Responder, Responder qualifies as a Texas Resident Bidder.

Enter your Federal Employer's Identification Number. Sole owner should also enter Social Security Number.

Responder address:

Federal ID#: 38-3071343

Vendor Name: Ian Corporation dba Matrix Imaging

Address: 2285 Franklin Rd. Ste. 222

City-State-Zip: Bloomfield TWP, Michigan 48302

Phone/Fax/email Tel. 248-239-0120 Fax 248-239-0129, rwellman@matrix-imaging.com

Printed Name Ron Wellman

Signature: Ron Wellman

_____ **HUB** Certified by Texas Building and Procurement Commission http://www.tbpc.state.tx.us/hub/index.html

__X__ **CMBL** Central Master Bidders Listed with Texas http://www.tbpc.state.tx.us/cmbl/cmblhub.html

_____ **CISV Catalog** Information Systems Vendor Program http://www.tbpc.state.tx.us/stpurch/cisv.html

1. **Forms.** RFPs must be submitted on this SIGNED form. RFPs must be time stamped at UTD on or before the hour and date specified for the RFP opening. Additional information may be supplied along with this signed form.

2. **F.O.B. destination**, freight prepaid and allowed. Or show exact delivery cost and terms.

3. **Best Interest of UTD**. The University reserves the right to accept or reject all or any part of any RFP, waive minor technicalities and award the RFP that best serves the interests of UTD.

4. **Brand names,** Catalogs, or manufacturer's references are descriptive only, and indicate type and quality desired. RFPs on brands of like nature and quality will be considered unless advertised as SOLE SOURCE If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the RFP.

5. **Implied Use**. All parts and work shall conform in strength, quality and workmanship to the accepted industry standards for the intended and implied use of a major University. Unless otherwise specified, items offered shall be new and unused and of current date codes.

6. **Award of Contract** - A response to an IFB is an offer to contract based upon the terms, conditions and specifications contained herein. RFPs do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas.

7. **Vendor Assignments** - Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

8. **Representations and Warranties by Vendor.** If Vendor is a corporation or a limited liability company, Vendor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Vendor has been duly authorized to act for and bind Vendor.

9. **Gifts.** The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid, offer, proposal or contract.

10. **Franchise Tax Certification.** The vendor is not currently delinquent in the payment of any franchise tax owed to the State of Texas http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html

11. **Compensation for Specifications.** The vendor has not received compensation for the participation in the preparation of the specifications for this bid, offer, proposal or contract.

12. **Texas Family Code Child Support Certification.** Pursuant to Section 231.006 (d), of the Family Code, the vendor certifies that the individual or business entity named in this bid, offer, proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment may be withheld if this certification is inaccurate.

13. **Eligibility Certification.** Pursuant to Section 2155.004, *Texas Government Code*, Vendor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate (relating to the collection of state and local **sales** and use **taxes**) http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html

14. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Vendor agrees that any payments owing to Vendor under this Agreement may be applied directly toward any debt or delinquency that Vendor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

15. **Former State Executive.** Vendor certifies that they are in compliance with section 618.003 of the Government Code, relating to contracting with the executive head of a state agency. If section 618.003, applies, vendor will complete the following information in order for the bid to be evaluated: * Name of Former Executive: * Name of State Agency: * Date of separation from State Agency: * Date of Employment with Vendor:

16. **Products and Materials Produced in Texas.** Vendor agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas. http://www.capitol.state.tx.us/statutes/gv.toc.htm

17. **Dispute resolution process**. As provided for in Chapter 2260 of the Texas Government Code, must be used by all state agencies and the Vendor to attempt to resolve all disputes arising under this contract. http://www.capitol.state.tx.us/statutes/gv.toc.htm
The parties of this agreement will encourage the prompt and equitable settlement of all controversies or claims between the parties. The parties agree to negotiate their differences directly and in good faith for a period of no less than thirty (30) days after receiving written notification of the existence of a dispute. If the dispute is not resolved within thirty (30) days after written notification of the existence of

a dispute, the parties agree to submit their dispute to a licensed attorney that is an experienced mediator and is located in Travis County, Texas to work with them to resolve their differences utilizing non-binding mediation. This mediation is a compromise negotiation for purposes of Rule 408 of the Federal Rules of Evidence and Texas Rules of Evidence and is an alternative dispute resolution procedure subject to Section 154.073 of the Texas Civil Practice & Remedies Code. If after non-binding mediation occurs, the dispute is not resolved, the parties are free to exercise all other legal and equitable right.

18. **Loss of Funding.** Performance by University under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University shall issue written notice to Vendor and University may terminate the Agreement without further duty or obligation hereunder. Vendor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

19. **Texas Prompt Payment Act**. Terms Net 30 with a maximum past due interest of 5% per year, unless there is a bona fide dispute per the law. http://www.capitol.state.tx.us/statutes/gv.toc.htm CHAPTER 2251. PAYMENT FOR GOODS AND SERVICES

20. **Sales/Property Taxes.** Purchases made for UTD use are exempt from the State Sales tax and Federal Excise tax. http://www.cpa.state.tx.us/m23taxes.html

21. **Certificates of Insurance.** For any Contract which requires the Vendor to provide on-site services, the Vendor shall, prior to commencement of work, provide UTD with Certificates of Insurance in the below amounts and shall maintain such coverage in effect for the full duration of the Contract. Vendor, consistent with its status as an independent Vendor, shall carry at least the following insurance in such form, with such companies and in such amounts (unless otherwise specified) as University may require:

- Director and Officer Liability Insurance with coverage of not less than One Million Dollars ($1,000,000) on an occurrence basis;
- Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limit of not less than One Million Dollars ($1,000,000) per accident or disease. Policies must include All States Endorsement and a waiver of all rights of subrogation and other rights against the University;
- Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal and Advertising Injury, Completed Operations/Products Liability, Medical Expenses, Interest of Employees as additional insured and Broad Form General Liability Endorsements, for at least One Million Dollars ($1,000,000) per occurrence on an occurrence basis; and
- Comprehensive Automobile Liability insurance covering all owned, non owned or hired automobiles to be used by Vendor, with coverage for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage.

22. **Public Information Act**. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

23. **Venue; Governing Law. Collin County, Texas**, shall be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, Texas Government Code http://www.capitol.state.tx.us/statutes/gv.toc.htm , The Uniform Commercial Code http://www.capitol.state.tx.us/statutes/bctoc.html . These terms and conditions are incorporated into and form a part of the agreement to which they are attached.

24. **Entire Agreement; Modifications**. The Agreement supersedes all prior agreements, written or oral, between Vendor and University and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and Vendor.

25. **Indemnification**. Contractor shall hold harmless and indemnify the Board of Regents of the U. T. System, The University of Texas at Dallas (UTD), and the officers and employees of those entities (hereinafter referred to as the "Indemnified Parties") against any and all claims, demands, and causes of action of whatever kind occurring or in any way incident to, arising out of, or in connection with the negligence or willful misconduct by the Contractor, its agents, employees, consultants, and subcontractors, occurring in, or in any way related to, the provision of products or services to UTD (hereinafter collectively referred to as "Claims"), and all losses, costs, penalties, injuries, damages, and expenses, including but not limited to attorneys' fees and other costs of defending against, investigating and settling the Claims; provided, however, if the injuries or damages result from the negligence or willful misconduct of both Contractor, its agents, employees, consultants, and subcontractors, and the Indemnified Parties, then this indemnity shall not apply to the percentage of such injuries or damages that are caused by the concurrent negligence or willful misconduct of the Indemnified Parties. Should any Claim be asserted against the Indemnified Parties, then the Indemnified Parties shall promptly notify the Contractor in writing. The Contractor shall assume on behalf of the Indemnified Parties and conduct

with reasonable diligence and in good faith the defense of all Claims against the Indemnified Parties, whether or not the Contractor is joined therein; provided however, without relieving the Contractor of its obligations under this Section, the Indemnified Parties, at their election, may participate in the defense of any or all of the Claims through the Attorney General of Texas or with attorneys and representatives of their own choosing. The obligations of the Contractor under this Section shall survive the cancellation or termination of the Contract.

26**. Force Majeure**. If either UTD or Contractor (individually, a "Party") is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party's control and which could not have been reasonably anticipated by such Party, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.

27. **Other Benefits**. It is understood and agreed that no benefits, payments or considerations received by Contractor for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of, the State.

28. **Non-Disclosure**. Contractor and UTD acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Contractor or UTD, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

29. **Publicity**. Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of UTD's employees or use UTD's name in connection with any sales promotion or publicity event without the prior express written approval of UTD.

30. **Severability**. In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

31. **Non-Waiver of Defaults**. No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements thereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement therein contained.

32. **Freedom of Access and Use of Facilities**. Contractor's employees shall have reasonable and free access to use only those facilities of UTD that are necessary to perform services under this Contract and shall have no right of access to any other facilities of UTD.

33. **Observance of UTD Rules and Regulations.** Contractor agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, and parking and security regulations.

34. **Contractor Personnel**. Contractor shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under the Contract. Contractor shall assign a designated representative who will be responsible for the coordination and administration of UTD's requirements under the Contract.

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35. **Proposal Selection Process.** The University will select the Successful Proposal by using the competitive sealed proposal process. Proposals will be opened publicly to identify the name of each Proposer submitting a proposal. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals submitted, University may invite one or more selected Proposers to participate in oral presentations. Each proposal will be afforded security sufficient to preclude disclosure of the contents prior to selection of the Successful Proposal.

The selection of the Successful Proposal may be made by the University on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, selection of the Successful Proposal may be made by the University on the basis of negotiation with any of the Proposers. The University shall not disclose any information derived from the proposals submitted by competing Proposers in conducting such discussions.

At the University's sole option and discretion, the University may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposals. Further action on proposals not included within the competitive range will be deferred pending the selection of the Successful Proposal; provided, however, the University reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of the University.

After submission of a proposal but before final selection of the Successful Proposal is made, the University may permit a Proposer to revise its proposal in order to obtain the Proposer's best final offer. The University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. The University is not bound to accept the most financially attractive proposal if that proposal is not the most advantageous to the University as determined by the University. **The University is most interested in the proposal that provides the best value to the University.**

The University reserves the right to (a) enter into agreements or other contractual arrangements for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon the procurement, if deemed to be in the best interests of the University.

***RFP Approach***

Responses to this RFP should be presented in a phased-approach format. It should include a description of the project methodology on the design, development and implementation of this project. A list of companies for which the proposer has completed similar projects and the contact information for these projects must be provided.

36. **Criteria for Selection:** The successful proposal(s) (collectively, the "Successful Proposal") will be the proposal(s) submitted in response to this RFP before the Submittal Deadline that is the most advantageous to the University, and its students, faculty, and staff. Proposals will be evaluated by an evaluation team from the University. The evaluation of proposals and the selection of the Successful Proposal will be based on the information provided by Proposer in its proposal. The University may give consideration to additional information and comments submitted by a Proposer, if the University deems such information relevant and useful.

The factors to be considered by University's evaluation team in evaluating proposals and selecting the Successful Proposer(s), will be those factors listed below:

Criteria for Selection

- **(Meets our Specifications)** The soundness of the respondent's understanding of the project goals and requested products and or services.
- **(Most Responsive)** The respondent's detailed description of the deliverables, work plan, products, services, and time line.
- **(Most Responsible)** The vendor qualifications, demonstrated capability, company profile, financial resources, staff background, previous similar projects, work with other Universities or Governments, Quality awards, ISO9001, Warranty and Quality assurance programs, and references.
- **(Best Value)** The best overall combination of all factors including cost for the products, deliverables and services to be provided that provides the best total solution to UTD.

Ideally this Project Management list should be supplied on all major projects:

- (**Statement of work**) Tell me what you're going to do
- (**Project budget**) Tell me how much all of this is going to cost.
- (**Project schedule**) Tell how long it's going to take and what needs to be done in what order
- (**Project deliverables list**) Tell me what I'm going to get.
- (Requirements Analysis) Tell me you understand my objectives and anything I missed.
- (Scope Statement) Tell me what you will and won't do to meet the objectives.
- (Approach statement) Tell me how you're going to go about solving my requirements.
- (Work Breakdown Structure) Tell me the details of what needs to be done.
- (Resource plan) Tell me what and who you're going to need to do all of this from UTD, Vendors and your company.
- (Quality Plan) Tell me how you're going to make sure I'm getting good quality.
- (Risk management plan) Tell me what might go wrong.
- (Change management plan) Tell me what you will do if something happens we didn't plan on.
- (Communication Plan) Tell me how you will inform people about what's happening.

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37. **Option to Extend**. UTD shall have the option to extend this contract for **4** additional years (in 1 year increments) beyond this initial contract period. Notice shall be served at least 30 days prior to the end of the current contract period. If both the vendor and UTD agree to the new terms the contract may be renewed.

38. **Right to Cancel**. UTD shall have the right to cancel this contract with cause with 30 days notice during the initial year and without cause on a month to month basis during the renewal option years.

39. **HUB**. If this order is expected to go over $100,000 HUB **Subcontracting Plan (HSP) Documents** are required by law to be supplied, available at this site: http://www.tbpc.state.tx.us/hubbid/forms/index.html#HSP

**WE MAY HAVE TO DISQUALIFY ANY BID OVER $100,000 MISSING THE HSP DOCUMENTS!!!!**

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40. . **Group pricing.** UTD will consider any offers available under Group government purchasing coops, group pricing such as TXMAS http://esbd.tbpc.state.tx.us/txmas/ http://www.dir.state.tx.us/store/index.htm http://www.tcpn.org/ http://www.eandi.org/ http://www.uscommunities.org/ http://www.co.collin.tx.us/purchasing/forum.jsp http://www.buyboard.com

_X_ Check here if you would like to make this offer available to other UT schools http://www.utsystem.edu/business.htm
___ Check here to make this offer available to the Texas Universities HUB Coordinator Alliance members http://www.tuhca.org/
___ Check here to make this offer available to Collin County Forum members http://www.co.collin.tx.us/purchasing/forum.jsp

41. **State Auditor's Office.** "Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards."

42. **Federal Funds:** All procurements of supplies, equipment, and services utilizing Federal Funds (e.g., Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB)

**Educational Institutions (even if part of a State or local government) follow: OMB**

- A-21 for cost principles
- A-110 for administrative requirements, and
- A-133 for audit requirements

http://www.whitehouse.gov/omb/circulars/index-education.html Circulars: Educational and Non-Profit Institutions Documents
http://www.whitehouse.gov/omb/circulars/a110/a110.html OMB Circular A110
http://www.epls.gov/ Excluded Parties List (Debarred Bidders List)
By signing this document vendor certifies they are in compliance with OMB A110 and are not on the Debarred Bidders List.

**About UTD**

The University of Texas at Dallas, located at the convergence of Richardson, Plano and Dallas in the heart of the complex of major multinational technology corporations known as the Telecom Corridor®, enrolls about 13,700 students. The school's freshman class traditionally stands at the forefront of Texas state universities in terms of average SAT scores. The university offers a broad assortment of bachelor's, master's and doctoral degree programs. For additional information about UTD, please visit the university's web site at www.utdallas.edu.

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**END OF STANDARD TERMS AND CONDITIONS, BEGINNING OF SPECIFICATIONS:**

# HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 1 TAC §111.13 are: *11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.*

## - - Agency Special Instructions/Additional Requirements - -

## SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

a. Respondent (Company) Name: Ian Corporation dba Matrix Imaging State of Texas VID #: 1383071343700/42375

Point of Contact: Ron Wellman Phone #: 248-239-0120

b. Is your company a State of Texas certified HUB? ☐ - Yes X - No

c. Solicitation #: ScanRFP2

## SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 1 TAC §111.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

☐ - Yes, I will be subcontracting portion(s) of the contract.
(If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)

X - No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
(If No, complete SECTION 9 and 10.)

| Line Item # - Subcontracting Opportunity Description | Line Item # - Subcontracting Opportunity Description |
|---|---|
| ( #1) - | (#11) - |
| ( #2) - | (#12) - |
| ( #3) - | (#13) - |
| ( #4) - | (#14) - |
| ( #5) - | (#15) - |
| ( #6) - | (#16) - |
| ( #7) - | (#17) - |
| ( #8) - | (#18) - |
| ( #9) - | (#19) - |
| (#10) - | (#20) - |

*If you have more than twenty subcontracting opportunities, a continuation page is available at *http://www.tbpc.state.tx.us/hub/forms/index.html*.

Enter your company's name here: Ian Corporation dba Matrix Imaging Solicitation #: ScanRFP2

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at http:www.tbpc.state.tx.us.hubforms/index.html.

## SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

## SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

## SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

*In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.*

## SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at ***http://www.tbpc.state.tx.us/cmbl/cmblhub.htm,*** and its HUB Directory, found at ***http://www.tbpc.state.tx.us/cmbl/hubonly.html***, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at ***http://www.tbpc.state.tx.us/hub/minoritywomenbuslinks.htm.*** Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

## SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

| Company Name | VID # | Notice Date (mm/dd/yyyy) | Was Response Received? |
|---|---|---|---|
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |

## SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

| Company Name | VID # | Expected % of Contract | Approximate Dollar Amount | Texas Certified HUB? |
|---|---|---|---|---|
| | | % | $ | ☐ - Yes ☐ - No* |
| | | % | $ | ☐ - Yes ☐ - No* |

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Enter your company's name here: Ian Corporation dba Matrix Imaging Solicitation #: ScanRFP2

## SECTION 9 - SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

X - Yes If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.

☐ - No If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

Please refer to the Project Installation/Implementation/Training, Scope of Work and System Investment Sections of the RFP response for details on how Matrix Imaging will perform the entire contract with equipment, supplies, materials and/or employees.

## SECTION 10 - AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at http://www.tbpc.state.tx.us/hubbid/forms/index.html).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

| Signature | Printed Name | Title | Date |
|---|---|---|---|
| Ron Wellman | Ron Wellman | V. P. of Sales | October 18, 2005 |

Matrix Imaging

## AREAS FOR RESPONSE

**Responses should address specific points below and also include any additional relevant information which may be of interest but is not specifically listed.**
**Important note: Vendors who do not provide all products below are encouraged to respond to areas for which they have products available.**

### EXPERIENCE:

**1. Describe your company and its history including a breakdown of client markets and other products and services.**

Matrix Imaging
Matrix Imaging has extensive experience integrating imaging and workflow with SCT Plus & Banner. Our clients include:

- Columbia University (New York)*** -** Home Grown
- University of California, Davis (California) - Banner
- Northern Michigan University (Michigan) - Banner
- Community Colleges of Philadelphia (Pennsylvania) - Banner
- Owens Community College (Ohio) - Banner
- Indiana Purdue University in Indianapolis (Indiana) - PeopleSoft
- Monmouth University (New Jersey) – Datatel
- The University of Memphis (Tennessee) - Banner
- Rochester Institute of Technology (New York) – Home Grown

*This implementation received AIIM (Association of Image and Information Management) Best of Show Award for innovative solutions in 2004.

95% of our client base is comprised of colleges and universities. We have experienced 30% to 60% growth every year for the past 6 years. Matrix Imaging is a closely held private Michigan-based corporation. Matrix Imaging has been solidly profitable for several years and our growth is funded internally. Matrix Imaging is headquartered in Bloomfield, Michigan and has additional remote staff in central Michigan, New Jersey and Georgia.

Matrix Imaging has a dedicated consulting/project management, installation, technical support and training staff. We are available 24 x 7 to support our clients. Our staff has a minimum of two years experience working with higher education clients and extensive knowledge of student services processes, before they can lead projects.

Matrix Imaging has been a top solution provider for Hyland Software, the developers of OnBase for over 7 years. Hyland Software repeatedly recognizes Matrix Imaging as a GOLD Reseller of the Year, as well as a

Diamond Support Partner. Additionally, our implementations have been recognized with the Solution of the Year award.

Hyland Software developer of OnBase

Hyland Software was founded in 1991 in Cleveland, Ohio. Hyland is the second largest IDMS developer in the world. Hyland has over 400 employees: 200 developers, product managers and support specialists. There are over 4,000 installed OnBase sites around the world, over 100 at higher education sites.

**2. Describe your company's ability to provide imaging software, imaging hardware, custom application development (including workflow and integration with SCT PLUS and Banner and other University systems), data capture services, consulting services, training services, and documentation of customer procedures.**

Matrix Imaging has a strong tradition of offering imaging, COLD, and document management solutions to Higher Education, forming long-term relationships with our clients. Matrix defines a plan with our customers that begins with the initial needs analysis stage, and continues through implementation, customized training, and follow-up services.

Most importantly, Matrix works with our customers after their initial imaging investment; helping plan for the future to assure that their system meets their changing needs and environment.

Developing, installing, and servicing PC-based document management systems have been our focused business objectives since 1991. As a value added partner with a full spectrum of knowledge in technology and business issues, Matrix Imaging provides support and coordination on design methods, analysis, and product alternatives regarding. With this knowledge and experience, as well as our unwavering commitment to quality, service, and continued customer support, Matrix Imaging can quickly and easily implement and maintain your Document Management System.

AWARD WINNING SOLUTIONS

Recently, our integrated solution for admissions and financial aid processing at Columbia University was recognized by the Association of Information and Image Management (AIIM) as a "Best Practice" solution, denoting a standard of excellence that has been achieved within an organization and referring to a process that can be quantified, adapted, and repeated.

MATRIX IMAGING - SINGLE SOURCE VENDOR

Matrix Imaging's solution will combine the appropriate OnBase® modules and software from other vendors as appropriate to develop the optimum solution, and provide training as requested to enable users to deploy additional application uses to meet additional requirements.

Imaging and document management is our only business and we have extensive experience implementing imaging solutions for Colleges and Universities. As a result of our experience with Enrollment Services and Finance Administration, Matrix is keenly aware of the requirements of successful implementation in an environment such as found at UT Dallas. Matrix Imaging has a strong tradition of delivering document management solutions while forming long-term relationships with our clients. This experience will help you create a flexible and scalable IDMS that provides staff the ability to accommodate significant workload growth and complexity. Without compromising quality and service, our solutions provide a more streamlined process and an organized workflow. Together we can measure and assess people, teams, and projects by what they accomplish and improve the lag time in approval points, hand-offs, waiting intervals, training requirements and cycle time.

- We have implemented imaging, workflow, and COLD technology for dozens of colleges and universities.
- We understand your business and that the business of serving vendors cannot be interrupted while implementing a solution.
- Matrix is dedicated to a partnership approach by working with our clients to guarantee a successful system implementation.
- We deliver an integrated system that is Point and Click configurable: a system convenient for end users to learn in order to support and expand its use.
- Matrix will provide customized training and support that is specific to the needs of UT Dallas.
- Prompt and reliable 24 x 7 support is provided via phone, remote connection, and on site.

APPROACH TO IMPLEMENTATION

Matrix Imaging believes the best approach is a partnership with its clients. This is a long-term solution and investment and as such we will partner with you during the planning/consulting/needs analysis and initial implementation phases and as the system grows to additional departments and users. The level of independence achieved in implementing future enhancements and phases, and supporting the system and users is solely dependent on your stated needs. Matrix will maintain and service 100% of the system or we will train the appropriate staff to independently implement future phases and service the system.

PLANNING & CONSULTATION

Matrix Imaging works with its clients from the initial needs analysis and project planning phase through implementation, custom training, and

providing follow-up service. We are keenly aware of the requirements of a successful integrated document management system implementation.

We guarantee our end-user training by offering free help desk support.

Matrix Imaging is a systems integrator. As such, we select from the best available products on the market including applications, tools, and hardware that are the most powerful, flexible, robust, and cost-effective to provide the best possible solutions for our clients.

We work with our customers from the initial planning/consulting/needs analysis stage through implementation, customized training, and follow-up service. More importantly, Matrix helps our customers plan the growth of their initial imaging system, ensuring the system meets their changing needs and environment. Matrix has over 120 imaging sites and is keenly aware of the requirements of successful imaging implementations in Higher Education environments.

Matrix Imaging makes every attempt to completely understand the environment where the new systems are implemented. We do this by interviewing all levels of users who will be using the system do learn about concerns from the management, user, and financial points of view. During these interviews, we determine indexing, storage, and security requirements and configuration, and implement the initial application document database. We also consider integration with existing legacy systems and new procedures and processes.

The recommended solution from Matrix Imaging employs the OnBase® IDMS Software (Integrated Document Management System) from Hyland Software.

OnBase® is the most flexible, scalable, integrated system available. As a single unified solution with extensive functionality available without programming, it's point-and-click configuration provides extensive set up and administration capabilities.

This breadth of integrated capabilities and intuitive interfaces also cut customization, integration, and training costs and time. In addition, the product's administration tools and automated services dramatically lower the resources required to administer and maintain the system. OnBase® is particularly suited to the requirements of Higher Education clients for the following reasons:

SINGLE INTEGRATED SOLUTION

In contrast to other document management solutions, OnBase® is a single software application that utilizes a single SQL database, a single configuration utility, and a single customizable user interface for all processing and retrieval.

HIGHLY CONFIGURABLE

OnBase® is completely point-and-click configurable, enabling the rapid deployment of sophisticated solutions without the need for expensive, time-consuming programming. With OnBase, UT Dallas would have a single, complete solution that is extensible, modular, and configurable without programming. This approach enables UT Dallas to grow your capabilities over time as needs evolve. There are nearly 40 OnBase® modules that provide specialized input, management and output functionality.

SCALABLE

The determining factor in scaling the system is the capacity of the database, not the OnBase® application itself. OnBase® is appropriate for any size college due to the modular feature set available. The end user licenses only the software needed, with the assurance of being able to expand in size and functionality whenever requirements change.

OPEN ARCHITECTURE, INDUSTRY STANDARDS

OnBase® leverages the openness and scalability of databases like Oracle and Microsoft SQL Server. OnBase® adheres to the industry standard Open Document Management API (ODMA). ODMA provides OnBase® with a consistent interface to third party applications that are ODMA-compliant, such as Microsoft Office and Lotus SmartSuite.

**3. Describe your firm's experience providing records imaging and management systems to highly selective universities.**

The following is a list of Matrix Imaging's highly selective universities, which like UT Dallas get several thousand applications but admit a fraction of the total number of applications received. (i.e. 18,000 received, 2,000 admitted)

Columbia University
Princeton University
Stanford University
Case Western Reserve University
Rochester Institute of Technology

**4. References: describe three production document management and workflow systems that your company's staff developed and currently supports, preferably for other universities. Include both phone and e-mail contact information at each site.**

Please refer to the Reference Section of this RFP response for details on production document management and workflow systems that have been deployed and currently supported by Matrix Imaging including contact information.

**5. What other universities have you implemented in the past two years?**

The University of Memphis
Case Western Reserve University
University of Colorado
Stanford University
Syracuse University
Cape Fear University
Coastal Carolina University
Northern Illinois University
Monmouth University

**6. Describe the process for providing software enhancements as part of normal maintenance. Provide examples of enhancements that are included as part of normal maintenance agreements.**

Upgrades and Enhancements
A major new release of OnBase is available approximately every 12 months. The current release of OnBase is 3.9. 3.9 was released in December 2004. The release of OnBase 5.0 is estimated at late fall 2005.

Full release notes accompany each new release. Approximately 80% of the new release enhancements are driven by current customer needs / suggestions. There is a formal process for requesting enhancements online. If approved and added to the development, schedule enhancements are delivered at no additional charge.

Interim releases are available every four-six weeks. These interim releases contain new functionality specifically requested by client sites.

Note: an enhancement delivered for a specific client is built into the most current version of the OnBase software.

Upgrade Process
When a major new release of OnBase is available, from development and QA for beta testing Matrix Imaging installs at its site for testing with test copies of current client databases. During alpha and beta testing Matrix is in constant contact with Hyland Software's QA department (the developers of OnBase) concerning findings and necessary changes. Often we send staff to Hyland to co-test with Hyland's QA staff or to work with developers concerning our clients' needs. Once the new release is successfully tested all clients are contacted and web sessions are scheduled. The focus of these web sessions is to demonstrate and discuss the new features and functionality. A follow-up conversation with each client site will then occur to discuss the specific timing and upgrade process on that site. The clients test system is upgraded first. Once the client approves the upgrade in the test environment the production system upgrade is scheduled.

Interim releases are tested and installed at client sites only when functionality in that release specifically benefits that client site and or was requested by that client site.

**7. Describe how major upgrades and releases will be made available to the University and if there will be costs associated with them.**

There is no additional cost to the University for new releases. These new releases are covered under the 18% annual maintenance fee. See above answer for more information regarding the receipt of upgrades and releases.

**8. Describe how support for the product is delivered, hours available, and escalation procedures.**

Support

Technical support is conducted via telephone, remote access, e-mail, and on-site. 24-hour support availability may be scheduled 365 days a year (non-emergency service is not available on holidays). Remote access support is performed using a dedicated circuit to the Internet for real-time service. Please refer to the Service and Support agreement at the end of this section.

Availability and Response Times

Matrix Imaging is available 24 x 7 for service and support. There is an additional charge for service performed outside of defined business hours. Business hours are defined as 8am to 5pm Alaska time.

Matrix Imaging guarantees a 30 minute response time to service issues. Response is defined as initial contact regarding the service issue, recording of the service issue in Clientelle (inhouse resolution tracking database) and continual efforts to resolve the issue. All issues are resolved as quickly as possible.

Issue Resolution and Escalation Policy

Matrix Imaging uses Clientelle for recording and tracking client issues through resolution. The escalation of technical issues is linked to the severity of the situation. The level of severity is determined by considering the nature of the issue and how it is impacting the ability of the users at the client site to perform tasks within their OnBase system. The below escalation chart applies to severe service issues that include a client site that is completely or partially unable to work within their OnBase system. Note: This level of service issue is very rare but due to the severity mandates a very structured escalation process.

| Escalation Process for Severe Service Issues | |
|---|---|
| Escalation Level | Action |
| Level One | Because a system is down or partially down preventing users from working if at 30 minutes the client's assigned service |

| | |
|---|---|
| | team does not have the issue resolved the service manager will be contacted and briefed to take over the service resolution. |
| Level Two | If after 1 hour the issue is not resolved or an appropriate resolution is not mid process then the head of the technical department will be briefed and work with the team until the issue is resolved. |
| Level Three | After 2 hours, or if determined anytime prior that the issue is a "code level issue" Hyland Software developers will be contacted and will work with the client's service team until the issue is resolved. |

## FOR THE PURPOSES OF THIS PROPOSAL

**1. Describe the Admissions process to be implemented including how the appropriate counselor will be provided with student information to assist in making admissions decisions. Include in this description what software components will be utilized. The process should detail the input and problem resolution of incoming documents. Describe versioning controls.**

The proposed solution will be configured to automatically notify the appropriate counselor and, if necessary, deans outside of the Admissions department that a student is ready to review. Likewise when the review, by the counselor or Dean is complete, the processing group in admissions will be instantly notified so that Admissions may complete the processing of that student's application. Please refer to the Statement of Work Section of the response for complete description of the process including input of documents and access by users outside of admissions.

**2. Describe in detail how your system will keep data current for indexing and retrieval from SCT Plus, initially, and SCT Banner systems, in later years.**

The OnBase auto-fill key set is an internal look-up table in OnBase. The auto-fill keyset is configured with one "primary value" from which all other data is looked up and populated. This primary value needs to be unique to a student.

Typically in Admissions this primary value is the student's social security number. This is because the primary value should be the value that is most often available from documents that will be received from students.

Any additional fields required for retrieval of the student's documents or for workflow purposes will be fields in the auto-fill key set. This will include the student's Plus or Banner ID, Name, status, etc.

3. **Describe the equipment and scanning process/procedures for the various types of admissions documents. Scanners must be of the appropriate duty cycle to support client needs with VRS (virtual re-scan technology).**

Paper documents such as applications, transcripts, letters of recommendation and etc. will be sorted, prepped, and scanned centrally within each department. Documents are scanned (individually or in large batches) into user-defined queues. The documents are then indexed and archived in OnBase (please refer the page #1 of the Statement of Work Section - Document Capture and Identification for details). OnBase's client/server architecture allows users to scan to a queue at one workstation and archive those same documents from multiple workstations.

The scanner specified for this project **Fujitsu fi-5750C** with VRS, 71ppm/142ipm, Flatbed, 200 Page ADF; 11.7x18 ADF Max Paper Size, Daily Duty Cycle: 8,000 pages per day Dual (please refer to the Brochure Section of this RFP response for further information) and is on the Hyland Software list of certified scanners. This proposal includes a one-year upgrade to on-site manufacturer's support and maintenance directly from Fujitsu.

4. **Describe the process for implementing the new Integrated Document Management System with SCT Plus, as well as with SCT Banner. Describe documentation provided with the system, including on-line help.**

As a full turnkey provider or IDMS solutions, Matrix Imaging will handle the implementation portion of the project. First, we will consult with each UT Dallas department and staff who will be using the new system. Matrix will then implement and configure the hardware and software, and complete the integration with the Plus and/or Banner System. Please refer to the project Gantt Chart.

5. **Provide details regarding all aspects of the proposed implementation schedule. Discuss planning, partnering and consulting needs for successful implementation.**

Matrix Imaging Project Implementation: In order to ensure that each project is a success, Matrix Imaging follows a stringent project deployment process. This project deployment process covers all facets of the project from awarded RFP to project completion and ongoing support.

Attached is a flow chart outlining the project management and appropriate core milestones for projects.

Project Kick-off:
Each project implementation is started with a complete review of the RFP and Scope of Work in order to ensure that project team members are well suited to deliver the agreed upon solution. A preliminary meeting will be held with each department that is included in the scope of work to identify peak processing times, volumes and desired rollout timing. A tentative timeline will be developed by the Matrix project team based upon the client requirements and development/resource needs. The timeline will be reviewed and approved by the client. This timeline will help to ensure that the core milestones are meet and that the project remains on schedule.

Consulting/Discovery:
The consulting process will begin with a series of telephone conferences to help to identify bottlenecks of current process, goals of imaging and process automation, and details of current processes/procedures. All telephone conference meeting notes will be compiled and e-mailed to each participant of the meeting. Matrix Imaging encourages that a representative from each point of the process participant in these meetings so that a clear and accurate understanding of every step of the process is communicated and documented. Telephone conferences will be supplemented with an on-site visit(s) to ensure that the developed solution will exceed the expectations and address the issues and goals identified early on in the process.

Process automation charts will be developed and reviewed with the client detailing the solution to be deployed. As changes are made to the process, these charts will be updated and resubmitted to the client. Once the process has been accurately and thoroughly documented and client approval has been received, the process automation solutions will go through the development and testing phase.

The Project Team will host weekly team meetings to ensure that all details of planning and development are being addressed and issues and questions are resolved. The client will be given a weekly progress report and/or is invited to participant in these meetings. Resources such as *MS-Project*, *Quickbase*, *MS-Excel* and *MS-Visio* are used to document and track the progress of the project.

**6. Describe the personnel and other resources the University will need to devote to administration and maintenance of the system, especially for:**

**a. Implementation**

1. Departmental Manager: UT Dallas will need a departmental project manager for each department. This person will be the Matrix primary point of contact to arrange meetings, training, etc.

2. Technical Manager / Liaison: UT Dallas will need a primary technical manager to partner with Matrix Imaging during this implementation.
3. End-users in each department will need to be involved in discovery and consulting sessions as the new processes are defined, reviewed, and approved.

### b. On-going administration

1. Technical Manager: UT Dallas will need a technical manager to continue to spear head the support of the back end system and servers.
2. Departmental Managers: UT Dallas will need the departmental managers to funnel any issues, questions, etc. to Matrix Imaging.

Staffing

Matrix Staffing for this project will include the following team members:

- Project Manager / Lead Enrollment Services Consultant
- Technical Project Manager / Installation Lead
- Senior Enrollment Services Consultant
- Junior Enrollment Services Consultant
- End User Training Coordinator
- Additional technical staff for installation and workflow configuration support

| Anticipated UT Dallas Staff Participation and Roles<br>Minimal participation from university personnel will be necessary for the implementation of the system. No special skills, extreme time commitments, or dedicated staff will be necessary, as Matrix will handle the details of the system implementation. This table is a basis for a full turnkey implementation including all hardware, software, and services, and is included to give the university a reference for estimating its resources. | | |
|---|---|---|
| University Wide | Project Manager | Key point of contact regarding overall project.<br>(Estimated several hours of time dedicated) |
| Departmental | Assistant Director | Matrix will work with departmental Assistant Directors (or other assigned departmental staff) to coordinate the implementation in that department, establish goals and expectations, and confirm the scope of the project. (Estimated several hours of time dedicated) |

| | | |
|---|---|---|
| | Users | Matrix interviews departmental users and work teams to learn about current work processes and areas for improvement. This activity also aids with project acceptance. (Minimal time commitment) |
| | Departmental IS | When departments have their own or dedicated IS staff, Matrix works with them to more efficiently deploy. Typically this staff participates in activities such as scan station configuration for future reference. (Minimal time commitment) |
| | Department Coordinator | A departmental coordinator or liaison is invaluable to the ongoing success and growth of the system. The department Assistant Director is usually the initial coordinator, but often this role is passed on to a willing and able user. This person is the communication gateway between their department, Matrix, and other departments they share the system with. (Continued time commitment of 1-2 hours weekly) |
| Hardware Facilities | Facility Manager | Matrix works with the manager of the facility where the hardware is housed, usually a data center. We will coordinate with the manager as soon as the location is known, and throughout the project as the system is updated. (Minimal time commitment) |
| Database Management | Database Administrator | If the university assigns a Database Administrator to this project, Matrix will work with him/her to implement the database to University standards. We will also continue to work with the DBA throughout the project. (Several hours initially, then minimal time commitment) |

| | | |
|---|---|---|
| Network Management | Network Administrator | Matrix will occasionally need assistance from a network administrator during the implementation and future system maintenance. This relationship is primarily for knowledge of the network infrastructure, but sometimes it is necessary to facilitate a change or update the network. (Minimal time commitment) |

**7. Discuss the training program, methods and schedule for University personnel. Customized training, based specifically on this system set-up is to be provided to specific functional groups. Customized documentation and hands-on training must be included for the following:**

**a. End-user with occasional or casual access***
**b. End-users who will be "heads down" users***
**c. Departmental "administrators"***
**d. Information Resources department staff who support the system**

*** This end-user training is to be conducted at UTD with UTD equipment and documents.**

**Training**

All training provided by Matrix Imaging is specifically designed for the end user client site. For example, the admissions departments training and documentation will include their entire new process not simple how to scan and retrieve documents. This is important in terms of the legality of your system and future staff training.

**End User Training**

End User training will be conducted at UTD and will be hands on. The course will cover in depth all of the basic system functions, i.e, scanning, storing, retrieving, printing and faxing, plus, UTD's specific application and procedures. Note: this will vary between departments and may vary between campuses.

A "Quick Key Guide" is designed detailing the department's new practices / procedures as well as step by step "how to" with screen shots. The training consists of an overview session and two hands on sessions. Scan/index training is taught with no more than 3 students to every instructor. Retrieval and workflow sessions will contain no more than 5 trainees per each instructor. Training will be set-up specifically for each department. They will be trained utilizing their new system configuration, processes and documents. This situation encourages people to think about real world scenarios and the opportunity for discussion with a trainer and process consultant is right there.

Once trained by a certified Matrix Imaging trainer, each trainee will have free access to help desk support and ongoing training as new features are made available. These ongoing training sessions are conducted at Matrix Imaging or via remote access and are *free of charge.*

NOTE: All users must be comfortable in a Windows environment before training.

| End User Input Training (Scan & Index) Course | |
|---|---|
| Audience | End-users who will scan, retrieve, import and index documents. For those who will perform extensive scanning operations as part of their job function.<br>Note: Users who attend this class will not need to attend a separate retrieval class. Retrieval is covered in this course. |
| Prerequisites | Users must be proficient and comfortable in a Microsoft Windows environment. Familiarity with the existing SCT Plus and/or Banner application. Further proficiency and skill with word processing and spreadsheet applications is strongly recommended. |
| Class Size Limit | 3 Trainees per trainer |
| Class Duration | Includes an overview, and 2 three hours hands-on sessions at the scan station. |
| Location | Client site at scan station |
| Learning Objectives | Document preparation, scanning, Q&A steps, document identification, importing & retrieval. Students will learn to navigate in OnBase, operate scanning equipment, import files of different types, and index/re-index batches and documents. They will learn in their own environment with their own documents. Class is hands-on each training session. Upon completion, users will be comfortable with all input and retrieval functions of the IDM system. |
| Materials and Resources Provided | The class begins with a short overview session and a custom developed manual designed for each department at UTD is then distributed. This includes a quick-key guide for each student and continued free telephone help-desk support for users who complete this class.<br>This class is 100%, guaranteed for users meeting the prerequisites and who successfully complete the class. |
| Training Room Requirements | Training will be conducted at the actual scan station installed in that department with that department's documents. |

| End User (Retrieval) Course | |
|---|---|
| Audience | End-users who will retrieve and annotate documents. Prerequisite for the End User Workflow Course. |
| Prerequisites | Users must be proficient and comfortable in a Microsoft Windows environment. Familiarity with the existing SCT Plus and/or Banner. |
| Class Size Limit | 5 Trainees per trainer (Typically 10 trainees and 2 trainers in each session). |
| Class Duration | Includes an overview, a three hour hands on classroom training, and a one on one desktop review. |
| Location | Client Site |
| Learning Objectives | Document retrieval, importing, emailing, annotations, etc. Students will learn to navigate inside of OnBase in their own environment with their own documents. Upon completion, users will feel comfortable retrieving, annotating, importing, error correcting, and sending documents. |
| Materials and Resources Provided | The class begins with a short overview session and a custom developed manual is then distributed. This includes a quick-key guide for each student and continued free telephone help-desk support for users who complete this class.<br>This class is 100%, guaranteed for users meeting the prerequisites and successfully complete the class. |
| Training Room Requirements | Basic training facilities are necessary including a standard workstation for each student, and computer projection equipment for the instructor's use. |

| End User (Workflow) Course | |
|---|---|
| Audience | End-users who will use workflow to automatic their application process. For those who will perform extensive actions upon files based on business rules. |
| Prerequisites | Users must be proficient and comfortable in a Microsoft Windows 9x or 2000 environment. Familiarity with the existing line-of-business applications. Further proficiency and skill with word processing a spreadsheet application is strongly recommended, and prior experience with other IDM system products is a major advantage. |
| Class Size Limit | 5 Trainees per trainer (Typically 10 trainees and 2 trainers in each session). |
| Class Duration | Two ½ day sessions separated by at least one week |
| Location | Client Site |
| Learning Objectives | Students will learn to navigate the IDM system's workflow module, how to access documents in your "in box" or workflow queue, apply actions to document or file based on established rules and route a document of file to the next step in the workflow process. They will learn in their own environment with their own documents. Class is hands-on each training session. Upon completion, users will be comfortable with all workflow functions of the IDM system. |
| Materials and Resources Provided | The class begins with a short overview session and a custom developed manual tailored to UTD advanced users is then distributed. This includes a quick-key guide for each student and continued free telephone help-desk support for users who complete this class. This class is 100%, guaranteed for users meeting the prerequisites and successfully complete the class. |
| Training Room Requirements | Basic training facilities are necessary including a standard workstation for each student with access to the OnBase workflow module. |

SYSTEM ADMINISTRATOR TRAINING

System administrator training will be provided to educate members of UTD staff to maintain the system and address common problems that may arise. The system administrators learn about what drives imaging system software and hardware, and basic troubleshooting skills. This training thoroughly covers all the duties the system administrator must perform and documentation that needs to be filled out in order to ensure your imaging system will be approved by the State as an acceptable storage system. This training also includes an

administrator manual. Administrator training will be taught hands-on with the system back-end at Matrix Imaging's training facilities in Detroit, Michigan. It is recommended that the administrator(s) attend a user training class and have network management experience prior to this training.

| System (Administrator) Course | |
|---|---|
| Audience | Technical staff who will install, configure, maintain and support the OnBase solution. This class is intended for anyone who will formally support the system or help to expand the solution to new departments. |
| Prerequisites | The administrative staff should also attend a Basic IDM Solution Software Operation class prior to this class. It is strongly recommended that students have at least six months of network administration or end-user support experience before attending this class. Previous technical certifications are advantageous. |
| Class Size Limit | 10 Trainees and 2 trainers. |
| Class Duration | Four full days |
| Location | Matrix Imaging training lab.<br>Bloomfield Township, Michigan (Detroit) |
| Learning Objectives | Students will learn to configure and administer the their OnBase system including:<br>- Disk groups<br>- User and group security<br>- Document types and document type groups<br>- Keywords and autofills<br>- Mass structured and un-structured importing and capture of data<br>- Basic system database maintenance<br>- Troubleshooting<br>- Scan station and client configuration<br>- Back up strategy<br>- Additional class instruction and labs are specifically tailored to the specific client. |
| Materials and Resources Provided | Participants will receive an administrator's manual and electronic documentation of all system modules. |
| Training Room Requirements | This class is taught in a Matrix Imaging training facility so that each administrator has an environment free from distractions with all equipment necessary to perform class labs. The class is lecture and lab with a heavy emphasis on hands-on experience |

**8. Describe the personnel that will be involved with this implementation, including relevant skills and experience.**

Project Staffing:

The following are representative of Matrix personnel who will be working directly with and on-site at UTD for this phase of the project and through out the rest of the implementation as directed by the UTD.

Your project and support team will remain consistent through the UTD implementation. Our clients have an assigned project and support team who work with the University from the start of the project to insure continuity of follow up support.

Andrea Dahl
Lead Consultant and Project Manager

Ms. Dahl is a system planning and design consultant specializing in enrollment services implementation. She has over 8 years of consulting services experience. As the lead consultant for the UTD she and her staff are responsible for the planning, design, workflow, and training phases of the implementation. Project responsibilities include end user department needs analysis, system planning and design, customized training program and manual design, and post implementation consulting for the UTD. Andrea's qualifications include:

- Certified Document Imaging Architect, Plus (CDIA+)
- OnBase Workflow Certification
- Over 4 years higher education / enrollment services consulting and implementation experience
- Over 20 successful higher education deployments
- Has coordinated and worked on more than 40 imaging and workflow system implementations with clients in excess of 500 users, complex multi-threaded workflow implementations, and organization-wide deployments
- Experience integrating imaging and workflow bi-directionally in SSCT Banner product environments

Jennifer Tysse
Supporting Consultant

Ms. Tysse is a system planning and design consultant specializing in enrollment services implementation. Jennifer is a frequent speaker at AACRAO, NASFAA, HUEG, DUG and other higher education conferences regarding imaging technology deployment in higher education. Ms. Tysse has been with Matrix for twelve years and has extensive experience in the electronic document management and imaging industry. She is knowledgeable concerning all aspects of imaging system implementation. She has over 10 years of consulting services experience. Ms. Tysse's role with the UTD implementation will be to provide additional consulting resources, knowledge and experience. Project responsibilities include business process analysis, workflow planning and design, and training development and delivery. Ms. Tysse's qualifications include:

- Certified Document Imaging Architect, Plus (CDIA+)
- OnBase Workflow Certification
- Over 7 years experience with Higher Education implementation in enrolment services.
- Coordinated more than 50 imaging system implementations from beginning to end. She has been the lead consultant and project manager for customers ranging from 10-users to over 750-users, complex and highly integrated workflow environments, and enterprise-wide implementations
- Participated with over 30 additional implementations in addition to those she lead.
- Developed productive relationships by maintaining very effective client communications throughout projects, including multi-vendor implementations

Ian Levine
Technical Project Manager
Installation Lead

Mr. Levine has been with Matrix for over ten years. Ian is CDIA+ certified and has been recommended for the Master of Information Technologies distinction from AIIM International. He is a CompTIA Subject Matter Expert and led one of the four teams that wrote the current CDIA+ industry certification exam. He has extensive technical experience in the electronic document management and imaging industry. He regularly completes needs analysis, specifies, designs, and plans imaging system implementations. As the technical lead for the implementation, he and his staff will be responsible for the hardware and software installation and system configuration. Ian's qualifications include:

- Designed and implemented over 80 imaging systems and has directed over 40 other implementations.
- He has over 7 years experience with higher education implementations.
- Has installed systems with multiple storage devices including large RAID systems, NAS, SAN, optical jukeboxes, tape systems, and hierarchical storage management.
- Installed and maintained scanners ranging from basic single-page units to high-volume, vacuum feed, 200+ ppm production models
- Is familiar with several document image management applications and their implementation needs and requirements.
- Certifications from Hyland Software (OnBase), Readsoft (E&H and Invoices), Verity (TELEform), Novell, Microsoft, Fujitsu, Bell & Howell, Canon, Kodak, Kofax, and other manufacturers and developers.
- Frequently speaks on imaging topics at seminars and conferences.
- Member of Association for Information and Image Management (AIIM)
- Systems: IBM AS/400, IBM and compatible PCs, DOS, Windows 3.x through XP, NetWare, and OS/2; LAN/WAN and wireless networks and related technology.
- Hardware: HP/Compaq, IBM, Dell, Gateway, Sony, Intel, 3com, Ascend/Lucent/Avaya, Maxoptics, Plasmon, MDI, Fujitsu, Kodak, Canon, Ricoh, Bell+Howell, Adaptec, AMI, Kofax, Panasonic, Pioneer, Rimage, 3COM, Xionics, StorageTek, EMC, and SMC.

Mike DuFresne
Supporting Technical Services

Mr. Dufresne came to Matrix Imaging 6 years ago from a Controls Design Company where he was the Manager of Information Systems for the entire computer infrastructure. He has a broad range of skills in system implementation, design and project support. Mike will be providing additional implementation resources and gain first-hand knowledge for future technical support.

- Five years of higher education service and support.
- CDIA+ certified.
- Other Certifications: OnBase Installer and API, Readsoft E&H and Invoices, Verity TELEform, Microsoft MCP - Windows NT 4.0 and 2000
- Operating Systems: Microsoft NT 3.51/4.0, Microsoft Windows 95/98, Windows 2000, DOS, OS/2, Novell NetWare 3.x, AIX, and Linux
- Experience with LAN and WAN infrastructure and wireless networking technology.
- Familiar with HP/Compaq, IBM, Dell, Gateway, Cisco, 3COM, Intel, Adaptec, Fujitsu, Kodak, and Bell +Howell hardware
- Over 20 imaging and COLD implementations
- Primary technical support for approximately 10 clients, and secondary support for approximately 20 more
- Programming Languages: C, C++, Visual Basic 4 & 5, HTML, VB and JavaScript

LAURIE LUDEMAN

Trainer

Laurie Ludeman has been with Matrix for over seven years. She has extensive experience training numerous software applications, management skills, organizational skills, and interpersonal communication. Laurie works closely with Matrix's consulting staff and other Matrix trainers to develop custom tailored training materials. Ms. Ludeman's qualifications include:

- Seven years of higher education implementation experience.
- Seven years of imaging system training experience
- Trained small one-on-one style classes to over 500+ people lecture-style classes
- Has worked with small organizations through Fortune 50 corporations
- Has experience in developing policy and procedures manuals

MELISSA HACKNEY

Consultant

Ms. Hackney. She has extensive experience implementing and training document management and workflow technology. Melissa is newer to Matrix but has been training and consulting with the OnBase product for over 4 years. Ms. Hackney's qualifications include:

- Trained small one-on-one style classes to over 500+ people lecture-style classes
- Has worked with small organizations through Fortune 50 corporations
- Has experience in developing policy and procedures manuals
- Four years of imaging system training experience

## ***Evaluation Criteria***

### *General Requirements*

**1. Support 1000+ users, locally and remotely, without impacting performance and/or operations**

Yes. The system is highly scalable from a single computer to thousands of computers locally or across the Internet without impacting performance and/or operations. A choice of hardware, operating system, and database are available as appropriate for the intended use. With proper planning, as needs change the system can be easily transitioned to accommodate more/fewer users, documents, and accessibility.

A common smaller configuration might support a couple of dozen users, reside on a single x86-based PC server running Microsoft's SQL Server database, and also house storage for a few million documents.

A larger configuration supporting thousands of users might reside on clustered Sun Enterprise server running an Oracle database. Separate storage servers may be appropriate for different kinds of document storage depending on accessibility, convenience, cost, physical location, available network bandwidth, regulatory requirements, and legal requirements. And additional servers may also be appropriate for web services, EDI, report management, specialized capture processing, etc.

Converting between platforms is relatively simple and requires database skills, product knowledge, and time. It is common to migrate data from a large production system to a smaller development or test system periodically.

As a Matrix/OnBase system grows it is common for some of the system administration tasks to be distributed. For example, as a system begins to span multiple departments, basic user administration is often delegated to a departmental user manager who creates new user accounts, deletes user accounts that no longer exist, and modifies existing user accounts. And depending on the underlying network infrastructure, it is also often possible to integrate the user authentication of the system with the already existing network security. Many other system administration tasks can also be distributed as well.

**2. Support multiple scanning locations**

Yes. The OnBase solution supports an unlimited number of scanning locations both locally and via the internet.

**3. Microsoft SQL or Oracle databases**

Yes. The system runs on industry-standard hardware, operating systems, and databases. Common hardware platforms included PC servers, UNIX hosts, and mainframes. Most implementations are usually on a Microsoft Windows 2000 Server or Windows Server 2003, with either Microsoft SQL Server 2000 or Oracle 9i. Oracle 8i and 10g, Sybase SQL Anywhere/SQL Studio, Sybase Adaptive/System 11, and Informix are also supported.

**4. Thick Client - Ability to run on Windows (2000 and up) Operating Systems**

Yes. The OnBase thick client is a 32-bit MS Windows application. It can be used in Citrix and other terminal environments with UNIX, Linux, and Macintosh computers.

**5. Thin Client - Ability to run on a variety of Windows and Unix browsers**

Yes. The OnBase thin client is fully featured when used in its normal Active-X mode with MS Internet Explorer v5.5 or later, or for search, view, annotate, etc. with HTML-only browsers.

**6. All components of product must be integrated to provide a single sign-on which is authenticated with Windows Active Directory and/or LDAP.**

Yes. Present publicly available external security integrations exist for Active Directory, NDS, and LDAP. Custom security integrations have been implemented for Kerberos and other key/ticket/token type systems (including *SecureID*).

**7. Embrace Open Standards**

Yes. The system architecture of the proposed system is built on accepted open industry standards and is built upon a highly evolved web-enabled, client/server architecture that leverages the openness and scalability of databases.

The OnBase solution is mostly platform independent and can operate in a single or mixed environment of UNIX, Linux, Windows, MVS and other operating systems. The only exception is that the first layer of web services require the Microsoft Internet Information Server, front-end services can be of any flavor, e.g. Active-X, Java, HTML-only, etc.

**8. Scalable from department to enterprise**

Yes. Matrix Imaging specializes in higher education. We have clients with applications in only one department such as Financial Aid and we have other clients with installations in Financial Aid, Admissions, Registrar, Human Resources, Accounts Payable & Receivable, Housing, etc. (please see reference section for more details). One of the real strengths of OnBase is it's scalability. You can run OnBase on a stand-a-lone pc or on a network with thousands of users. Additionally, the OnBase product is divided into component modules (please refer to the solution summary & pricing section for more details) allowing the institution to start with basic imaging and then have the ability to add functionality such as workflow, COLD, EDM Services, WEB, OCR Full Text, E-Forms (just to mention a few) at any time in the future.

**9. Support use of any ISIS, TWAIN or Kofax compliant scanner.**

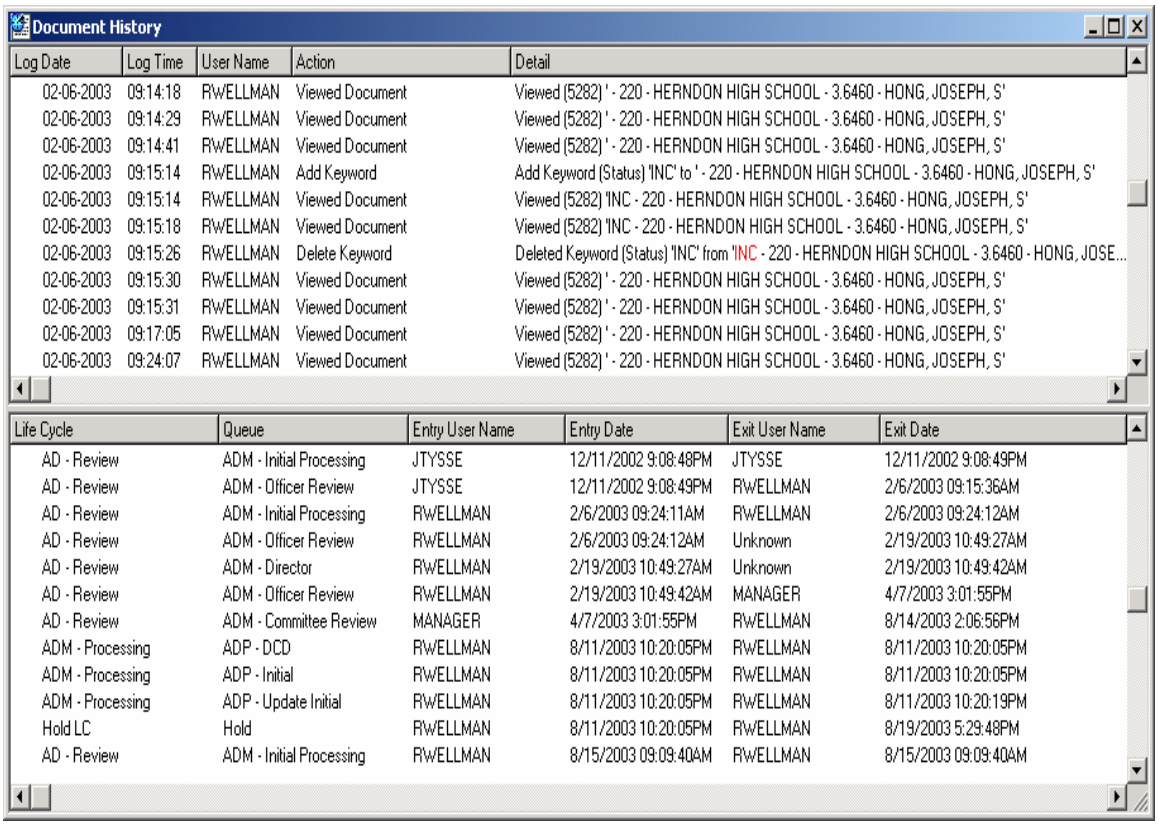
Yes. Any ISIS, TWAIN, or Kofax supported scanner is supported by the OnBase Document Imaging Software. Depending on the scanner hardware, capture speeds range from 3 pages per minute to in excess of 200 pages per minute.

**10. Annotation level security.**

Yes. OnBase allows a system administrator to provide security on a single annotation for and individual user or a group of users. This means each function such as view, modify, delete and print may be controlled by the system administrator for an individual user or group of users.

**11. Product must maintain version and revision history.**

Yes. OnBase provides the user with a transaction log (Document History) for a specific document that maintains version and revision history. From the moment the document enters OnBase, through it's entire life in OnBase and purged out of OnBase, the user (with rights to view the document history) may view the document history by right-clicking on that document, and selecting "Document History". The document history and workflow history will be shown. The upper section of the diagram below details all actions taken on the document from the moment the document is scanned into the OnBase System. Every time someone "touches" the document, a transaction is logged into the history with the time, date, person who touched the document and action taken on the document. The lower section of the screen records the life of the document in workflow including the life cycle, queues in the life cycle(s), who put the document into the queue, action performed (time and date) on the document while in the queue and who moved the document out of the queue. Please refer to the following diagram.




**12. The proposed system must be able to validate index information, as well as perform other system functions, outside of SCT Banner or PLUS. Systems which leverage the existing or future SCT databases for indexing or other functions will not be considered.**

The proposed system can validate index information against Banner, SCT Plus and other database data. This is most often with an ODBC connection or second copy of the data outside of Banner. Data is often synchronized outside of SIS systems because a single document imaging index operator can pose the equivalent load as 20 regular Plus or Banner users. This is because of the large amount of documents they handle in a relatively short time period.

**13. Vendor must provide a 'turn-key' implementation.**

Matrix Imaging will provide all software, hardware i.e. server(s) and scanstations (UTD may provide server(s) and desktop computers), and professional services (planning, implementation, installation and training) necessary for a complete turnkey solution. The solution will be designed specifically for each department as required in the RFP.

***Imaging Requirements***

1. **Support scanning of hard-copy documents into electronic form for storage and retrieval.**

   Hard-copy documents are scanned (individually or in large batches) into user-defined queues. The documents are then indexed and archived in OnBase. OnBase's client/server architecture allows users to scan to a queue at one workstation and index/archive those same documents from multiple workstations.

2. **Provide batch scanning as well as individual document and page scanning options.**

   Yes. OnBase meets this requirement.

3. **Allow batch indexing from any workstation.**

   OnBase's client/server architecture allows users to scan to a queue at one workstation and index/archive those same documents from multiple workstations.

4. **Provide an image formatter to convert images from one format to another (e.g., convert a TIFF to BMP or JPG).**

   Yes. OnBase meets this requirement.

5. **Allow for import of documents into a batch queue for indexing as wells as direct import of images and associated indexes into the application.**

   Yes. By using the OnBase Document Import Processor Module (DIP), the user can automatically import documents and their indexes from third party applications such as Alchemy, E-Cabinet and ARS into batch queues.

6. **Provide documentation and support for fax server integration.**

   Fax machines are supported and recommended in non-production scenarios. These devices are likely to be slow or inefficient as a user must program where the scanned images will be routed, and then return to a location where he/she can handle them. The simplest way to ingest images from these systems is to drag the images to the OnBase desktop where the user will be prompted for indexing information. These documents can also be automatically imported to a scan queue for normal indexing. Complete automation of the fax-in process is accomplished using the RightFax Server from Captaris. The seamless RightFax Integration module runs as a Client module polling the RightFax Enterprise Server every ten seconds for any inbound faxes ready for importing into the EDMS solution. When faxes are received with the RightFax software, users receive a Messenger Service dialog box from RightFax specifying that a fax has arrived. The

RightFax integration can be configured to extract routing information such as sender, recipient, phone number, etc, and automatically hand faxes off to OnBase - fully indexed. Upon successful polling and import, faxes will be available in their respective document type(s), and are available for document management activities.

**7. Offer built-in image-enhancement utilities, including de-skew, dot-shading and line removal, color inversion, and automatic cropping.**

Complete image enhancement controls are user configurable with the proposed scanning hardware.

**8. Support built-in full-page OCR for copy/paste of text data from images.**

Yes. OnBase meets this requirement.

**9. Support exporting of images to user-defined formats.**

Yes. OnBase meets this requirement.

**10. Support annotation and mark-up of documents (e.g., highlighting, sticky notes, text messages, redlining).**

Yes. Users with appropriate security rights may annotate documents with a variety of annotations, i.e. highlights, boxes, lines, arrows, notes, text, redaction, etc. Annotations are secured individually so that certain users have access to some while other do not. Annotation security is fully configurable.

**11. Support redaction of sensitive or confidential areas of documents.**

Yes. OnBase meets this requirement.

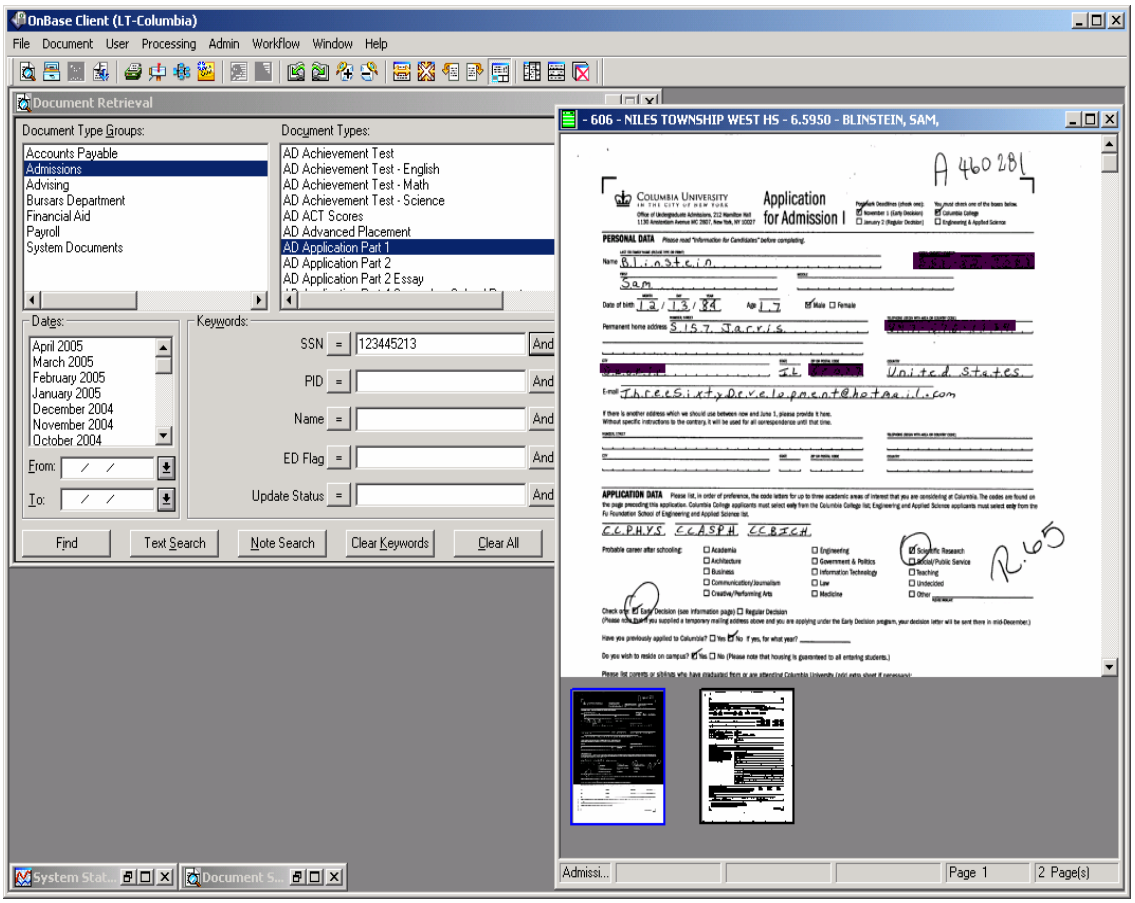
**12. Support multiple layers of annotations with different security profiles on annotation and redaction.**

Yes. OnBase meets this requirement.

**13. Support standard document manipulation such as: zooming in and out; cut, copy, and paste; magnifying areas of documents; inverting of document pages; rubber stamp; document check-in/check-out.**

YES. The document retrieval dialog box offers an efficient, user-friendly way of displaying any and all documents stored in OnBase. It provides a user with the ability to retrieve the exact document(s) desired with minimum effort. Keywords allow users to find documents in seconds. Keywords and dates are used to filter

unrelated documents. Queries limit searches by document type group, document type, document date and keywords.




This screen shot shows a simple search for an admissions application based on social security number. This would normally be done with a Student ID, name and phone number, or some other value than SSN or PIDM.

Displayed images can be rotated and zoomed in and out at the users' behest for ease of viewing. The viewer provides icons and menus for the following image manipulation functions:

Thumbnails On/Off
Image Zooming | Save Zoomed Area
Image Zooming | Reset Zoomed Area
Fit in Window
Fit Width
Reset
Go to Page
Size | Zoom In
Size | Zoom Out
Size | Size 1 to 1
Rotate | Rotate 90
Rotate | Rotate 180
Rotate | Rotate 270
Rotate | Save Rotation
Display | Scale to Gray
Display | Preserve Black

**14. Support automatic scaling of document images (window, height, width) to user-defined presets for viewing.**

Yes. OnBase meets this requirement.

**15. Provide audit trail of user activities, such as login, retrieval, scanning, indexing, annotation, query, and deletion with details of user name, date, workstation, activity, and affected document(s).**

OnBase has extensive audit tracking. All events are logged by user, date/time, event type, status, as well as other attributes related to the specific type of event. Reporting can be based on any and all events.

**16. Allow use of SCT System data for automatic fill-in and validation of indexing data.**

The proposed system can validate index information against Banner and other database data. This is most often with an ODBC connection or second copy of the data outside of Banner. Data is often synchronized outside of Banner because a single index operator can have an equivalent load as 20 other regular Banner users because of the amount of documents they handle in a relatively short time period.

**17. Support scanning directly from SCT System.**

Yes. OnBase meets this requirement.

**18. Web-based document scanning.**

Yes. OnBase meets this requirement. However, Matrix Imaging does not recommend web-based (production) document scanning because of the overhead placed on most networks. Matrix Imaging recommends using the OnBase

disconnect scanning module that will allow you two scan locally and automatically upload to central system during a nightly batch process.

### *Querying Requirements*

**1. Support the ability to search and sort on a wide variety of index fields.**

Yes. Documents may be searched on any combination or number of keyword values.

You can limit your search based by one or more of the following:
Document Type Groups
Document Types
Document Date

Common Keywords

DOCUMENT TYPE GROUPS. If the document type has been set up as group search enabled, you can search all documents belonging to the selected document type group. You do not need to limit your search to specific document types.

DOCUMENT TYPES - You can also limit your search by selecting one or more document types from the Document Types list box, regardless of whether you have selected a document type group. The system searches only those documents belonging to the document types that you select.

Dates - Use the Dates section to limit your search to documents of a specific date or date range. When you select the months from the Date list box, values automatically fill in the "From" and "To" edit fields. KEYWORDS (INDEXE VALUES) There is no limit to the number of keyword indexes that can be attached to a document. When a search is done using logical or comparative operators, the user can display multiple keyword fields (index fields) of the same type. COMPARATIVE OPERATORS Allow you to retrieve documents based on a range of keyword values, as well as exact keyword value matches. Select the Document Type Group and Document Type you wish to search. To the left of the keyword field is a drop down list of available operators: OnBase also allows full-text free form searching of documents to first find them, and then also within electronic documents. A document search may be based on any combination of criteria including full-text. OnBase has a full integration to DataWatch's Monarch data mining product. Monarch may be run against any kind of report data to reconstruct or reverse-engineer data into a more usable form.

**2. Support the ability to create compound queries.**

Yes. OnBase custom queries and envelopes are perpetual methods. All searches performed during an OnBase login session are retained and may be referred back to or refreshed at any time.

**3. Support the ability to save queries as either public or private for re-use.**

Yes. OnBase meets this requirement.

**4. Provide for export of query result sets for ad hoc reporting.**

Yes. OnBase meets this requirement.

**5. Be able to display multiple images from one query result set.**

Yes. OnBase allows the end user to display multiple images from one query result. The only limitation is the size of viewing monitor.

**6. Search across multiple document collections for common index values.**

Yes. OnBase meets this requirement.

**7. Allow for an unlimited number of document collections with the ability to secure any and all collections from user access.**

SECURITY KEYWORDS are a means to limit access to specific documents and are set at a user or a user group level. Any documents having security keyword values matching those that were assigned to a user are accessible by that user. That user is restricted from documents not containing those keyword values. If a user is assigned to multiple user groups, the user's access is based on the cumulative set of Security Keywords. For specialized requirements, security keywords can be narrowly specified down to the individual document and user level.

If security keywords have been configured for a user, the way in which documents appear in a document search list will reflect that configuration.

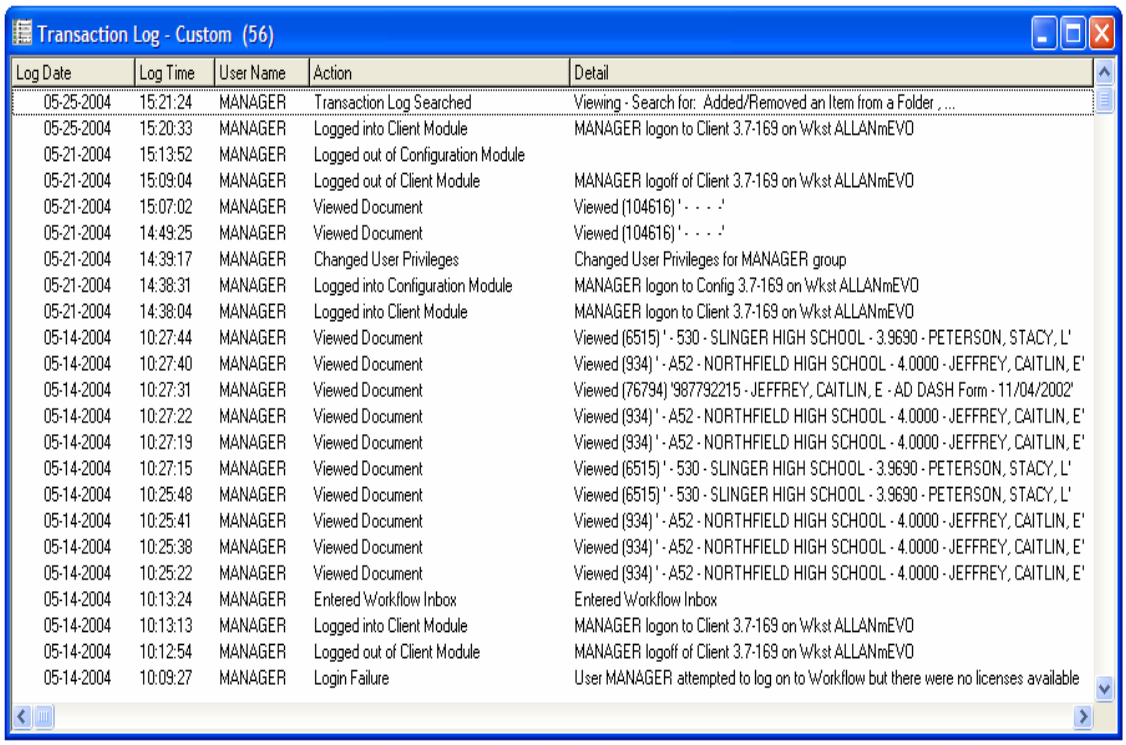
EQUAL OR NOT EQUAL restrictions for security keywords will result in the following conditions:

EQUAL
Only those documents that meet the "equal to" condition appear in the search results list. Any of these documents can be viewed by double-clicking the document title.

NOT EQUAL
All documents that meet the search criteria will appear in the search results list. However, documents that meet the "not equal to" condition will appear with the label "Restricted."

The User Groups and Rights Configuration gives you the ability to control the data each user can access within the document management system, as well as the system functionality that the user can perform within the Configuration and Client modules.

- ☑ Define security based on individual document
- ☑ Define security based on document type
- ☑ Define security based on individual user or user groups
- ☑ User Groups/User Rights Report
- ☑ User Activity Reports



Transaction Log - Custom (56)

| Log Date | Log Time | User Name | Action | Detail |
|---|---|---|---|---|
| 05-25-2004 | 15:21:24 | MANAGER | Transaction Log Searched | Viewing - Search for: Added/Removed an Item from a Folder , ... |
| 05-25-2004 | 15:20:33 | MANAGER | Logged into Client Module | MANAGER logon to Client 3.7-169 on Wkst ALLANmEVO |
| 05-21-2004 | 15:13:52 | MANAGER | Logged out of Configuration Module | |
| 05-21-2004 | 15:09:04 | MANAGER | Logged out of Client Module | MANAGER logoff of Client 3.7-169 on Wkst ALLANmEVO |
| 05-21-2004 | 15:07:02 | MANAGER | Viewed Document | Viewed (104616) '- - - -' |
| 05-21-2004 | 14:49:25 | MANAGER | Viewed Document | Viewed (104616) '- - - -' |
| 05-21-2004 | 14:39:17 | MANAGER | Changed User Privileges | Changed User Privileges for MANAGER group |
| 05-21-2004 | 14:38:31 | MANAGER | Logged into Configuration Module | MANAGER logon to Config 3.7-169 on Wkst ALLANmEVO |
| 05-21-2004 | 14:38:04 | MANAGER | Logged into Client Module | MANAGER logon to Client 3.7-169 on Wkst ALLANmEVO |
| 05-14-2004 | 10:27:44 | MANAGER | Viewed Document | Viewed (6515) ' - 530 - SLINGER HIGH SCHOOL - 3.9690 - PETERSON, STACY, L' |
| 05-14-2004 | 10:27:40 | MANAGER | Viewed Document | Viewed (934) ' - A52 - NORTHFIELD HIGH SCHOOL - 4.0000 - JEFFREY, CAITLIN, E' |
| 05-14-2004 | 10:27:31 | MANAGER | Viewed Document | Viewed (76794) '987792215 - JEFFREY, CAITLIN, E - AD DASH Form - 11/04/2002' |
| 05-14-2004 | 10:27:22 | MANAGER | Viewed Document | Viewed (934) ' - A52 - NORTHFIELD HIGH SCHOOL - 4.0000 - JEFFREY, CAITLIN, E' |
| 05-14-2004 | 10:27:19 | MANAGER | Viewed Document | Viewed (934) ' - A52 - NORTHFIELD HIGH SCHOOL - 4.0000 - JEFFREY, CAITLIN, E' |
| 05-14-2004 | 10:27:15 | MANAGER | Viewed Document | Viewed (6515) ' - 530 - SLINGER HIGH SCHOOL - 3.9690 - PETERSON, STACY, L' |
| 05-14-2004 | 10:25:48 | MANAGER | Viewed Document | Viewed (6515) ' - 530 - SLINGER HIGH SCHOOL - 3.9690 - PETERSON, STACY, L' |
| 05-14-2004 | 10:25:41 | MANAGER | Viewed Document | Viewed (934) ' - A52 - NORTHFIELD HIGH SCHOOL - 4.0000 - JEFFREY, CAITLIN, E' |
| 05-14-2004 | 10:25:38 | MANAGER | Viewed Document | Viewed (934) ' - A52 - NORTHFIELD HIGH SCHOOL - 4.0000 - JEFFREY, CAITLIN, E' |
| 05-14-2004 | 10:25:22 | MANAGER | Viewed Document | Viewed (934) ' - A52 - NORTHFIELD HIGH SCHOOL - 4.0000 - JEFFREY, CAITLIN, E' |
| 05-14-2004 | 10:13:24 | MANAGER | Entered Workflow Inbox | Entered Workflow Inbox |
| 05-14-2004 | 10:13:13 | MANAGER | Logged into Client Module | MANAGER logon to Client 3.7-169 on Wkst ALLANmEVO |
| 05-14-2004 | 10:12:54 | MANAGER | Logged out of Client Module | MANAGER logoff of Client 3.7-169 on Wkst ALLANmEVO |
| 05-14-2004 | 10:09:27 | MANAGER | Login Failure | User MANAGER attempted to log on to Workflow but there were no licenses available |

The example above shows a Transaction Log Report by User Name and Date. The report contains a list of the user action and detailed information of the action.

ENCRYPTED PASSWORDS

OnBase encrypts all user passwords that are either stored in the database or transmitted across a network.

Configuration Reports

Configuration Reports are quick, concise reports of how each component of the system is set up. Each report corresponds to a different component of the system and provides information on every option that is set up in the Configuration module to be used with that component.

**8. Allow for multiple indexes referencing a single document.**

Yes. OnBase allows for an unlimited number of indexes for a single document.

**9. Be able to identify index fields as required, read only, validation masks, leading zeros, part of unique key, and requiring double data entry for validation.**

Yes. OnBase meets all these requirements.

**10. Support querying directly from SCT System.**

The OnBase Application Enabler can make SSCT Banner appear to have fully built-in imaging capability. The Application Enabler seamlessly integrates software applications with OnBase. This non-intrusive integration is achieved with no API programming, scripting or modifications to the user's application. Since this interaction can be achieved by a simple point-and-click configuration, administrators can create custom integrations that perfectly match the users' requirements and are flexible enough to change and evolve alongside business operations.

Documents can be retrieved from the OnBase repository directly from within the enterprise application. Once retrieved, documents can be reviewed, cross-referenced, annotated and managed utilizing all available OnBase functions. In addition to these document management functions, Application Enabler can deliver Workflow execution functionality to the line-of-business application. Data within an application can be passed to an OnBase workflow for evaluation, processing and routing. This data can be configured to trigger or participate within a business process.

The Application Enabler can use the documents and metadata 'mapped' to the user's screens for importing documents into the OnBase system. For example, Application Enabler can generate indexing bar codes sheets with data from the User's application. This functionality not only enables businesses to incorporate paper-based documents into their content management system, but to also link those documents directly with data resident in the application.

**11. Support launching of saved queries directly from SCT System.**

Yes. OnBase meets this requirement.

***Document Management Requirements***

**1. Support storage and retrieval of any electronic file object.**

YES. Virtually any type of file viewer is supported. The system is typically installed with the following standard file formats. File formats can be added, deleted, changed or renamed after installation.

ApproveIt Electronic Signature
AVI Movie
Data Mining Format
Database
Electronic Form
Emtex AFP/Metacode
Executable
Hit-Highlights
HP PCL output
HTML
Image File Format
KEYview Compatible
MS Excel Format
MS Excel Spreadsheet
MS Power Point
MS Word Format
MS Wordpad
MS Write
OLE File Type
PCL Filter
PCL Footer
PDF
Quick Time Movie
Redacted Image
Rich Text Format
Text Report Format
Virtual Electronic Form
WAV Audio File

Adding a File Format to the system allows you to configure a new type of file that the system can display and provides the system with information that allows the format to be recognized for archive and retrieve functions.

**2. Support filing of electronic documents directly, without printing and scanning.**

Yes. The proposed system will accept documents from nearly any source and format including (but not limited to): scanned, print spools, word processors, spreadsheets, graphics, video, e-mail, and EDI. The native viewer can display over 100 different formats. For unknown formats, the system can be configured to use a 3rd-party viewer. Beyond basic support for all file types, sources, and formats, the system has direct integrations with ODMA compliant applications and MAPI/VIM compliant e-mail clients. ODMA (Open Document Management Alliance) applications can function fully embedded within the system. The file save dialog of an ODMA application can replaced with an OnBase index dialog so that when documents are saved, they enter the OnBase system directly where revisions and renditions can be managed. Some ODMA compliant applications include Microsoft Word, Microsoft Excel, and Corel WordPerfect. The simplest way to capture an electronic document from a desktop application into OnBase is to drag that file onto the OnBase desktop. An import and

index dialog will be presented and the document / file will then become a part of the OnBase repository.

**3. Provide explicit and optional check-in/check-out capability.**

Yes. The OnBase EDM Services module manages revisions and renditions as well as check-out/check-in, and other document management functions.

**4. Be able to store, retrieve, mail, route, print and fax objects over any TCP/IP-based network.**

Yes. OnBase meets this requirement.

**5. Maintain version and revision history.**

Yes. The OnBase EDM Services module manages revisions and renditions as well as check-out/check-in, and other document management functions.

**6. Support ODMA-compliance in order to allow the creation and revision of documents and indexes directly from ODMA desktop applications (e.g., MS Word, PowerPoint).**

Beyond basic support for all file types, sources, and formats, the system has direct integrations with ODMA compliant applications and MAPI/VIM compliant e-mail clients. ODMA (Open Document Management Alliance) applications can function fully embedded within the system. The file save dialog of an ODMA application can replaced with an OnBase index dialog so that when documents are saved, they enter the OnBase system directly where revisions and renditions can be managed. Some ODMA compliant applications include Microsoft Word, Microsoft Excel, and Corel WordPerfect. The simplest way to capture an electronic document from a desktop application into OnBase is to drag that file onto the OnBase desktop. An import and index dialog will be presented and the document / file will then become a part of the OnBase repository.

**7. Provide for optional use of ODMA attribute fields such as author, title, and keywords for storage and retrieval in addition to standard index fields.**

Yes. OnBase meets this requirement.

**8. Support viewing of document objects without requiring native applications.**

Yes. OnBase meets this requirement.

***Workflow Requirements***

**1. Route documents to co-workers for reference, revision, or approval.**

The OnBase workflow supports conditional routing based on business rules and processes. The system supports parallel routing for simultaneous processes to the same documents, objects, or other data. The system supports sequential routing that follows predetermined paths based on business rules and policies. And the system supports any combination of conditional, parallel, sequential, and ad hoc routing.

OnBase Workflow is an electronic document routing system that enables users to process work more efficiently, faster, and more accurately than with traditional paper processing. OnBase Workflow is beneficial whenever successive points of input or action are required in order to complete a task, process, or procedure. From processing (Admissions) applications to approving expense reports to managing remittance processing, workflow streamlines collaboration and accelerates the completion of critical business tasks. Additionally, OnBase Workflow can easily integrate with and provide the backbone to e-commerce solutions as well as be tied to organizations' core ERP and CRM systems such as the Banner System.

With OnBase Workflow document states, rules, actions, and lifecycles are configurable with a comfortable GUI interface. Upon configuration, workflow instantly routes documents through the business process as each increment of user or system work is completed within a queue. OnBase Workflow also supports such advanced features as alternate routing logic, automatic criteria calculation, rendezvous, simultaneous notification, load balancing, reporting, ad hoc workflow, VB scripting, and API functionality for integration with core legacy or ERP/CRM systems such as Banner. When integrated with OnBase Web Server, the benefits of OnBase Workflow can be made available via the Internet to users throughout your company, regardless of their location.

**2. Allow launching of workflow processes upon receipt of documents.**

Yes. OnBase meets this requirement. Please refer to the answer to question #1.

**3. Allow launching of workflow processes upon database changes.**

Yes. OnBase meets this requirement. Please refer to the answer to question #1.

**4. Support attachment of documents to running workflows.**

Yes. OnBase meets this requirement. Please refer to the answer to question #1.

**5. Provide for fully automated, unattended workflow processes.**

Yes. OnBase meets this requirement. Please refer to the answer to question #1.

**6. Allow for automatic internal and external e-mailing of specified documents based on business rules.**

Yes. OnBase workflow supports e-mail and other kinds of messaging. Based on certain triggers, OnBase will automatically generate any kind of message that is appropriate.

**7. Provide Web-based administration of workflows.**

Yes. OnBase meets this requirement. Please refer to the answer to question #1.

**8. Allow for workflow process versioning.**

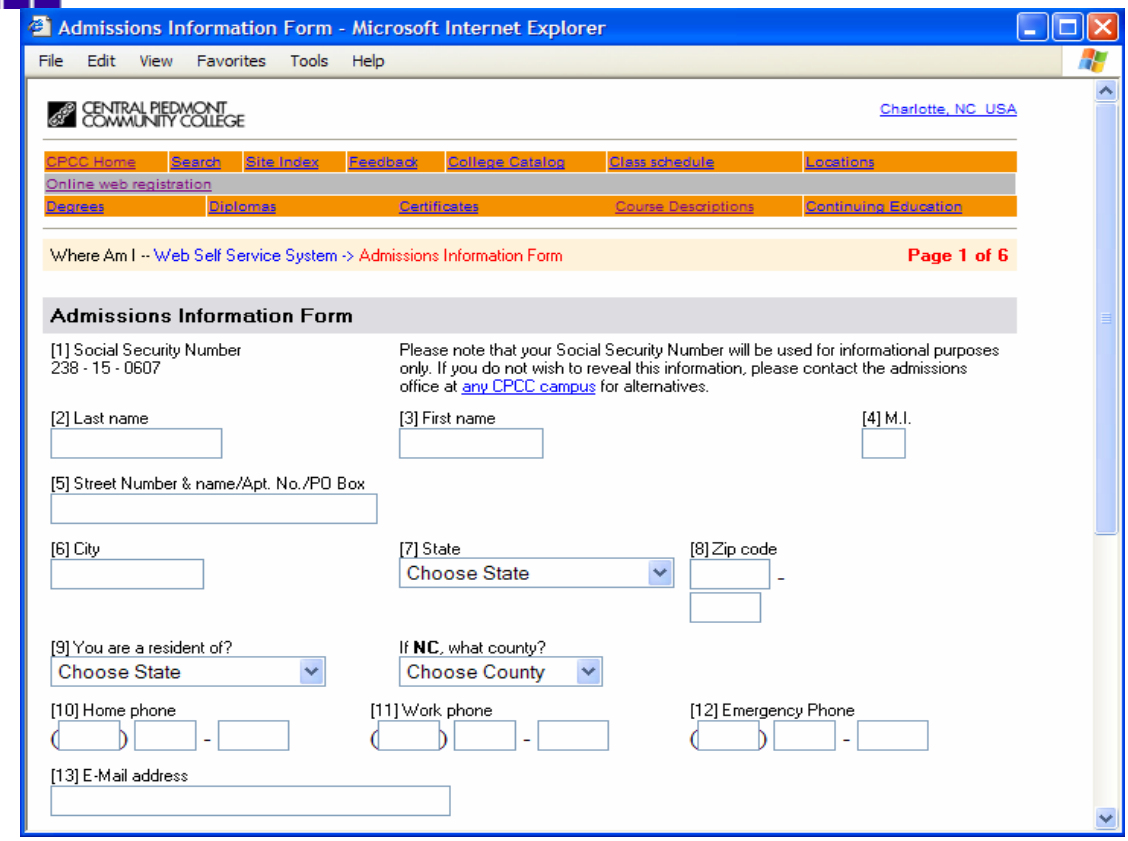
Yes. OnBase meets this requirement. Please refer to the answer to question #1.

**9. Support interaction with database data, including reads and updates.**

Yes. OnBase meets this requirement. Please refer to the answer to question #1.

**10. Allow for creation of custom user interfaces or forms within workflows for presentation and collection of workflow data.**

OnBase® Electronic Forms (E-Forms) provides users access to electronic HTML forms through the interface of a thin (browser-based) or thick OnBase Client. When completed and submitted, these forms are automatically captured, indexed, and stored as new documents and made available for future retrieval within the OnBase system.




Many customers use OnBase E-forms in conjunction with OnBase Workflow to implement completely paperless business processes, whereby standardized internal documents are created, stored, and routed entirely within the OnBase system. The addition of OnBase Web Server to this configuration enables the submission of online forms, thus making OnBase an ideal choice for facilitating a paperless environment.

Data from existing online forms can be associated with documents in the OnBase repository. Data collected from the form can be imported to the OnBase database as index information and retrieved and displayed as a document in the OnBase repository. Rather than require a separate image file for each document, OnBase will associate the appropriate form based on document type and display the index data within the E-Form.

Forms that were previously completed on paper and scanned into the OnBase system can now be created directly within the system. Paper is eliminated and the result is a more streamlined process. Consistency is improved and the forms can be automatically indexed upon submission.

Several tools are available for creation of HTML forms (e.g. Microsoft® FrontPage), a form can take on any design the end user chooses, in order to fit their specific environment.

**11. Support metrics or performance rules for tracking delayed or overdue work against institutional calendars.**

Yes. OnBase meets this requirement. Please refer to the answer to question #1.

**12. Allow work proxy for changes to work routing due to absences or changes in staff.**

Yes. OnBase meets this requirement. Please refer to the answer to question #1.

**13. Track user activity and workflow decision paths for historical reporting and performance analysis.**

Yes. OnBase offers a variety of reports, some may be customized. Most external report writers may also be used. In addition to the standard reporting that most departmental managers use, Matrix can also create an intranet site with real-time text and graphical statistics, both present and historical.

In addition to reporting, there are two additional under-utilized workflow tools that offer the capability to re-play selected elapsed time periods to watch efficiency and where significant process improvements can be made; and the ability to play “what-if” scenarios with the Workflow Simulator, and see what outcome that would have on the existing or simulated work. For example, what would happen if there were two more Admissions processors, what if we don’t hire any work-study students this cycle, or what if all applications were received electronically?

**14. Support workflow process integration with desktop applications.**

The proposed OnBase workflow system is fully independent and native to OnBase. It differs from most line of business application workflow in the way that it can communicate with and execute actions not only within the OnBase application, but other desktop applications as well - e.g. Banner. Most line of business application workflow is self-centric and is aware of only its own processes. These legacy workflow applications are normally not capable of reaching outside their own application.

Document management systems span well beyond a single department using a specialized application and doesn't have to reach outside of its bounds. Often, OnBase workflow is configured to reach past the departments where it is installed to communicate with outside vendor systems (possibly to automate data transfer and conversion), via e-mail (send or receipt of vouchers or rating sheets), or execute or mine date from other applications.

OnBase workflow is commonly used to communicate with the line of business applications and transfer data as applicable. For example, Admissions application package status can be update bi-directionally between OnBase workflow and Banner.

**15. Support workflow process integration with SCT System forms.**

The proposed OnBase document imaging and workflow automation system has been integrated with several line of business / ERP applications. In addition to Admissions application package status, "Ready to Review" status is determined by the Banner system for Admissions and Financial Aid. This status is interpreted by OnBase workflow and those students application packages are routed to the appropriate

Admissions or Financial Aid counselors/officers. Additionally, decision data from the workflow is updated to the Banner system.

In addition to Banner, Matrix Imaging has integrated OnBase document management and workflow with PeopleSoft and Datatel Colleague in higher education environments. In the commerical/private sector, OnBase has been fully integrated with numerous ERP sytems, some are: SAP, BAAN, Seibel, Lakewood, GFE Wizard, and many others.

***Integration Requirements***

1. **Support document retrieval integration with baseline SCT System forms.**

   OnBase allows integration with a base SCT Plus system either completely passively or via terminal emulator calls. The OnBase Application Enabler will learn to recognize SCT Plus screens, and what kind of documents a user will want to see – based on which screen and data are displayed.

   A common example is where an admissions receptionist receives a phone call from a prospective freshman. Most likely he/she first looks at the SCT 2E5 screen to determine whether there is any information available, and then by double-clicking on the screen with the mouse, any documents received are displayed.

   For example, a general Admissions freshman inquiry might likely be initiated from the SCT 2E5 screen. The most common method to retrieve documents is to double-left-mouse click anywhere on that screen once the student screen is displayed.

   OnBase will also accept a DDE or API call from a short script from a terminal emulator. Often it is efficient to place a button on a terminal emulator toolbar with 5 lines of code behind it, that returns the same document(s) or search hit list.

2. **Provide document collections ready for use with SCT System forms and functions without additional programming or vendor integration services.**

   OnBase requires no programming and is ready for use with SCT Plus and Banner. This is accomplished using the OnBase Application Enabler module.

3. **Provide imaging and document management functions outside of SCT System.**

   The propose OnBase solution offers a full complement of document management and workflow features and functions independently, outside of the SCT system.

4. **Support integration with SCT and non-SCT systems through documented API layer.**

   OnBase has a complete and robust API for retrieval, input, and also a reverse API that allows it to call out to external 3rd-party applications.

5. **Support data integration with SCT and non-SCT systems for indexing look-up through documented data interface layer.**

   OnBase allows for indexing look-up and validation internally, externally, or with the use of another database. This most commonly appears to end-users during indexing when a primary value is entered (i.e. SSN, PIDM, or other value), and the remaining fields automatically populate (such as entry term, name, address, etc.).

***Data Capture Requirements***

1. **Allow automatic filing/indexing of scanned documents via ICR (Intelligent Character Recognition), OCR (Optical Character Recognition), OMR (Optical Mark Recognition), and bar coding technologies.**

   Yes. Matrix Imaging's recommendation for forms processing and data capture is the industry leading software called Teleform by Verity Software. Data Capture/forms processing is a technology that can be very beneficial in the enrollment management process. It can be used to lift data from student applications and inquiry cards instead of keying the data. Data capture is a good first step in the automation of enrollment management. As you can see in the figure below, Data Capture is a combination of technologies (OCR, ICR, Mark Sense and Bar Code) that can be used to eliminate manual data entry and indexing on many of the forms you are now processing.

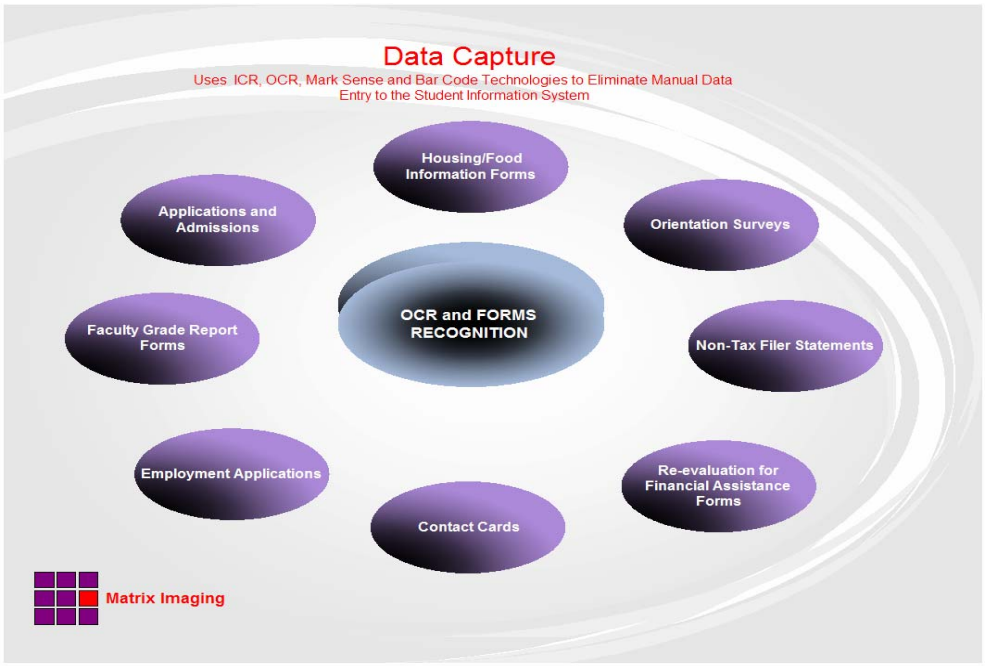
   The integration of Verity Software's TELEform® with the OnBase® IDM (Integrated Document Management) system allows business practices to streamline the collection of data from paper forms. TELEform integrated with OnBase provides a single back-end system for document management capabilities at the enterprise and departmental levels. The TELEform software solution has the ability to read machine print, handprint, check boxes and bar codes from paper-based scanned and faxed documentation as well as read and identify the forms, which eliminates time and costs for manual operator sorting. Additionally, TELEform also has the ability to alert the operator to missing pages or out-of-sequence pages. As TELEform interprets and records the captured data, it identifies any illegible or questionable data for review by the operator.

   It has the capabilities for multiple image enhancements including character regeneration, character thickening/smoothing, despeckling, deskewing, and line removal/reconstruction. TELEform also offers functionality for users to create and/or re-design forms. Forms creation is accomplished with the TELEform Designer with easy to follow field definition wizards for creating business rules for optimized scanning and data capture processes. OnBase archives image objects imported within specified and correlated TELEform form names and document types that are assigned an OnBase mapping. Once an OnBase document type has been selected, the user has the ability

to identify the specific keywords associated with that document type. The benefits gained by using this export method are: seamless form, document type, and index configuration; automatic image and index export; export verification; and instant access to the archived information. Upon completion of the recognition and verification cycles with TELEform, the OnBase Archival API processes and imports the image batches and their associated keywords automatically via the TELEform Verification Module into the OnBase system.

TELEform outputs the document images, as well as ASCII files that contain related document-identifying information. OnBase reads the ASCII file, typically in a delimited format, identifies the associated document, and automatically stores the documents into the system. Upon completion of the export via TELEform Verification Module and the OnBase Archival API, the image files can be deleted from TELEform and the information is made available in OnBase for retrieval and work processing.

OnBase archives image objects imported within specified and correlated TELEform form names and document types that are assigned an OnBase mapping. Once an OnBase document type has been selected, the user has the ability to identify the specific keywords associated with that document type. The benefits gained by using this export method are: seamless form, document type, and index configuration; automatic image and index export; export verification; and instant access to the archived information. Upon completion of the recognition and verification cycles with




TELEform, the OnBase Archival API processes and imports the image batches and their associated keywords automatically via the TELEform Verification Module into the OnBase system. TELEform outputs the document images, as well as ASCII files that contain related document-identifying information. OnBase reads the ASCII file, typically in a delimited format, identifies the associated document, and automatically stores the documents into the system. Upon completion of the export via TELEform Verification Module and the OnBase Archival API, the image files can be deleted from TELEform and the information is made available in OnBase for retrieval and work processing.

2. **Allow automatic data capture and validated data entry from paper forms into SCT System and non-SCT systems via ICR, OCR, OMR, and bar coding.**

   Yes. TELEform meets this requirement. Please refer to the answer to question #1.

3. **Support voting and multiple recognition engines.**

   Yes. TELEform meets this requirement. Please refer to the answer to question #1.

4. **Create student recruitment, student applicant, and employment applicant records from scanned documents.**

   Yes. TELEform meets this requirement. Please refer to the answer to question #1.

5. **Integrate with CollegeNet and College Board external application processes.**

   Yes. Matrix Imaging has worked with several third party application processes such as CollegeNet, College Board, Apply Yourself, Embark and etc. An image of the application along with the data elements for indexing the application is automatically imported into OnBase linked to the student record in Banner.

6. **Launch Workflow processes from ICR, OCR, OMR, and barcode processing.**

   Yes. Once the form has been processed through TELEform and imported into OnBase, a workflow process can be launched automatically.

7. **Support duplicate record matching in SCT System during data capture.**

   Yes. For example, during the application process in TELEform, a look up to an external database such as Banner can be performed based on student ssn, name, address or any other key data necessary to perform a duplicate record match. If a match is found, TELEform will notify the end user of a match and asked them based on your business rules how to proceed with the application and data extracted from the application.

***COLD/ERM Requirements***

1. **Allow for automatic, unattended electronic capture of reports via COLD or ERM functions.**

   Yes. OnBase has native COLD/ERM processing for ASCII, PCL, and PDF. It also has a number of pre-processors that allow automated processing of HTML, XML, EBCDIC, and numerous other formats. OnBase also has a specialized DIP module for processing advanced and complex XML streams.

2. **Support administrative creation and modification of rules for filing reports, bills, letters, and other output without requiring programming or vendor services.**

   OnBase COLD enables customization to your business environment through point-and-click configuration, without programming. OnBase support administrative creation and modification of rules for functions such as, the ability to poll or schedule COLD jobs without programming.

3. **Provide capabilities for image and green-bar overlays onto output captured by COLD/ERM.**

   OnBase COLD allows the end user to view COLD objects on screen as plain text, green bar, or with image overlays. OnBase has full support for overlays of forms/images over data stream reports, usually for the purpose of making data appear as it did when it was first distributed. For example, purchase orders, invoices, billing statements, etc. OnBase has tools for matching and fitting the right overlay to the right data. When forms are updated, OnBase will apply the right form version to the appropriate chronological period of data.

4. **Support automatic, unattended electronic capture of SCT System output.**

   Yes. OnBase supports automatic, unattended electronic capture of SSCT System output.

5. **Support viewing of SCT System output such as letters and bills directly from SCT System.**

   Yes. OnBase supports viewing of SSCT System output such as letters, bills, purchase orders, invoices and etc.

6. **Support automatic, unattended electronic capture of output from non-SCT systems in the following formats: ASCII, PDF, PCL, EBCDIC, AFP, and Metacode.**

   Yes. OnBase has native COLD/ERM processing for ASCII, PCL, and PDF. It also has a number of pre-processors that allow automated processing of HTML, XML, EBCDIC, AFP, Metacode and numerous other formats. OnBase also has a specialized DIP module for processing advanced and complex XML streams.

***Full-Text Imaging Requirements***

1. **Provide support for full-text indexing and retrieval.**

   Yes. OnBase OCR (Optical Character Recognition) is a highly accurate and easy to use document recognition package that works seamlessly with the OnBase Document Imaging module. OnBase OCR recognizes and translates printed alphanumeric

characters resident on a scanned image document, converting the image into a machine-readable text document to facilitate text searching and/or full text indexing. OnBase OCR utilizes the Scansoft OCR engine, widely praised for its high degree of accuracy. The OCR process is initiated after documents have been scanned into OnBase and the resulting batch has been indexed. The full-page OCR engine analyzes the scanned images, ignores peripheral information such as lines and graphics, and creates corresponding text files for those images. The resulting text is stored into the OnBase system either with or without the original image. As with all OnBase modules, OCR is accessed through the single user interface of the OnBase Client. OnBase OCR is a full-page OCR package. For zonal OCR and/or forms processing capability, we suggest scanning with a third-party package such as Verity Teleform® and then importing the resulting files into OnBase using the OnBase Document Import Processor.

**2. Support the ability to create full-text database from full-page OCR output from scanned images.**

Yes. OnBase meets this RFP requirement.

**3. Allow for queued full-text and full-page OCR job submission.**

Yes. OnBase allows submitting queued and scheduled full-text OCR and indexing jobs. This is typically processed server-side so for security reasons.

**4. Support the use of expressions in full-text searches.**

Yes. Full-text searches allow short and long expressions, and wildcards are supported.

**5. Provide for structured and full-text queries to be combined with Boolean operators.**

Yes, advanced searches with "AND", "OR", and "NOT" operators are supported.

**6. Allow for thesaurus-based full-text look-ups for matching similar words or expressions.**

- Thesaurus searches that search for a word or any synonyms of the word
- "SOUNDEX", or "Sounds Like" searches (This is an extremely powerful function when searching for names or other words where the user is unsure of the exact syntax)
- "Fuzzy" or Typo searches that search for words that are similar in spelling. This is very useful on documents that have been OCR'd
- Perform a free text search for a phrase that automatically uses the "OR" operator and the "Forms of" function
- Proximity searches with the "NEAR" operator

- Perform "Forms of" searches

***Security Requirements***

1. **Document viewing permission applied to scan queue prior to indexing.**

   Documents are immediately secured as they enter the proposed OnBase system. Users may only view documents that they have right to see whether pre or post indexing.

2. **Support individual user and group-level security rules.**

   Yes. OnBase supports both group and individual security levels. Typically, most security is applied at the group level and exceptions to specific documents are managed by applying security at an individual user level.

3. **Make use of existing Active Directory or LDAP groups to manage User Group memberships, is desired.**

   OnBase allows full support of external security authentication with LDAP, Active Directory, NDS, and other custom security systems. Users are managed externally, and when logging into OnBase, their credentials are verified against the external system which also returns group memberships.

4. **Offer multiple levels of security that include document collection-level security, function-level security, and individual document-level security, down to annotation-level security.**

   Yes, the proposed solution offers all of this functionality. Document security is generally applied by department and group of document types; individual types of documents; and individual specific documents. The same is also true for annotations. Some departments have multiple groups of documents with completely different security attributes; some departments have departmental annotations that are unavailable to anyone outside the department; and some departments have extensive or limited collaboration needs with other departments that demands appropriate security. All of these and more scenarios are completely and easily handled within the proposed OnBase solution.

5. **Security based on database fields.**

   All internal OnBase security is database managed. This includes database entries for keyword index values, database fields contained within SCT Plus or Banner, and external security authentication tools (e.g. LDAP, AD, NDS, etc.).

6. **Provide for removal or addition of user access to documents based on any indexes and values chosen by administrator.**

   Yes. Administrators or any other user with appropriate rights may add or remove document access by other users at any time. This may be done by the type of document, "Security Keyword", or implicit assigned rights.

7. **Digital signatures and certificate-based integrity assurance.**

   The proposed solution offers full digitally signed documents. Not to be confused with electronic signatures, a digital signature is the face of a PKI encapsulated wrapper. If the document/file is altered in any way, the wrapper and signature become void.

8. **Enhanced auditing and reason code support.**

   The proposed system offers complete auditing for general, workflow, and specific document activities. Every user action is captured in the transaction log and may be viewed/searched by users with appropriate rights. Additionally, history for a particular document can also be viewed (by users with rights) while viewing that document. The detail shows every user action/event, and a complete chorological workflow history (including view, attempted view, approval, routing, etc.).

9. **Available for desktop and Web users.**

   The proposed OnBase solution has complete and nearly identical web and thick client user interfaces.

10. **Validates user identity.**

    User identity is authenticated either natively or externally via Active Directory, NDS, LDAP, or other custom security interface.

11. **Ensures document integrity.**

    Document integrity is insured as all documents are maintained within the system. The OnBase EDMS controls original and all versions/revisions as well as disposition and retention management.

12. **Supports HIPAA & 21 CFR 11 signature standards.**

Yes. In the past, dealing with governance, risk and compliance (GRC) was at a departmental level, and specific software tools were developed to assist with

specific compliance requirements. Today, the strategy is changing. OnBase helps meet the tactical requirements of compliance, with the added advantage of integrating these efforts with an EDMS/ECM solution as part of a more strategic initiative across the enterprise, to provide your organization with additional cost reductions and a rapid ROI. OnBase is a single, flexible solution that can assist with numerous governmental and industry regulations and requirements, including:

- HIPAA
- Sarbanes-Oxley Act of 2002
- FERPA
- ISO / QS
- Gramm-Leach Bliley Act
- Basel II
- USA PATRIOT Act
- FDICIA
- OHSA
- 21 CFR Part 11
- NAIC

Compliance at its basic level involves creating, reviewing and storing content to support adherence to applicable laws or requirements. Controlling content in the business world enables a company to control risk. OnBase can provide organizations with the technology needed to help meet the steps of compliance, which include adhering to laws and standards, documenting, procedures, policies and internal controls, and testing the procedures, policies and internal controls to ensure they are being followed and executed properly.

**13. Supports all valid digital certificates.**

Yes. All digital certificates from valid certificate authorities are accepted.

**14. Encrypted passwords.**

Passwords are both stored and transmitted encrypted.

**15. Detailed User Activity and Rights Reports.**

All user activity is tracked, monitored, and stored in the system transaction logs. This includes every time a user logs in, searches, views, scans, modifies, indexes, and any other action a user may make. Reporting can be based on individual user, groups of users, dates, etc.

**16. Ability to "suspend" user's access rights temporarily.**

A user account may be modified or completely disabled at any time by a system administrator.

17. **Ability to set maximum password length, ability to force password change at first logon, number of valid days, number of failed attempts before lockout, if not single sign-on.**

Password constraints may be easily configured by a system administrator. The most common constraint settings include password length, required characters, history, and number of invalid login attempts.

***Infrastructure and Storage Management Requirements***

1. **Support any ISIS, TWAIN, or KOFAX compliant document input device.**

Yes. The proposed solution supports nearly all TWAIN, ISIS, and Kofax supported scan and other input devices.

2. **Use industry standard hardware interfaces including SCSI, USB, Fire-wire, and KOFAX.**

Yes. Matrix Imaging and OnBase fully support industry-standard hardware interfaces, including but not limited to: SCSI, USB, firewire, and video (Kofax).

3. **Must be modular, that is provide functional and technology components that can be purchased, installed, and implemented over a graduated, long-term purchasing and implementation schedule. Please list and describe modules here.**

The OnBase solution is modular to allow acquiring and implementing desired functionality as needed or in phases. The software is fully inclusive of all functionality of all modules, however the functions of each module are enabled with license codes. This allows for quick and simplified addition of new modules in minutes; installation of additional software is not necessary.

Document Import Processor
Disconnected Scanning
OCR
XML Tagged Import Processor
Mobile Forms
COLD
837 Processor
CD/DVD Authoring
Data Mining
EDM Services
Exception Reports
Full Text Indexing Server for Verity
Physical Records Management
WorkView
Document Distribution
Print Distribution
132 Column Font
Document Imaging
Front Office Scanning
E-Forms
Subscription Server
COLD Filters (AFP, DJDE, PCL)
Virtual Print Driver
835 Processor
Document Knowledge Transfer
Document Retention
Electronic Signatures
Export
Medical Management Reporter
Workflow
Automated CD Publishing
Image Statements
Publishing
API Sets

Distributed Disk Services
Application Enabler
E-Mail Integration for Novell GroupWise
E-mail Integration for Microsoft Outlook
HL7
Facsimile Import for RightFax
Web Server
Compliant Stor Mgr for Centera
E-mail Integration for Lotus Notes
GeoDox for ArcIMS
Host Application Enabler

4. **Utilize SQL-compliant databases such as Oracle 8 and 9, Microsoft SQL Server 7 and 2000, and MS Access for index/metadata storage. Please list database support here.**

   Fully supported databases include Oracle (8i, 9i, 10g), Microsoft SQL Server (v7, 2000), Sybase SQL Anywhere/Studio (v5.5x, v7.x or later), Sybase System 11/Adaptive, and Informix.

5. **Have viewing options for Macintosh (Mac OS 9.0 and greater) computer without requiring terminal services or PC emulator software. List Macintosh support options here.**

   Macintosh viewing is supported with standard HTML web browsers including Internet Explorer v5.5 or later and Netscape v4.5 or later.

6. **Provide storage management capabilities for rules-based file movement, archival, and purging across the following media formats: hard disks, optical (WORM and Read-Write), DVD, CD-ROM, NAS, SAN, and tape, for example.**

   OnBase natively supports any accessible storage device or location via UNC, DOS drive-letter, FTP connection, or custom file system driver (including NFS and EMC Centera). Hierarchical storage management systems are also supported. Any accessible storage medium is acceptable including magnetic/DASD/hard disk or tape, and optical (MO/PD or CD/DVD). Direct-connect RAID, NAS, and SAN are common storage systems.

7. **Usability and scalability enhancements.**

   The proposed OnBase solution in infinitely scalable from supporting a handful of users on a single server to thousands of users across mirrored, clustered, highly-redundant sites. We have and support utilities for database and other kinds of platform migrations (upward, downward, and laterally). And also offer redundant on-line backup web servers. Regardless of the size of the implementation, the look, feel, and performance remains the same – consistent, intuitive, robust, and efficient.

***Vendor Support Requirements***

1. **Provide hard-copy documentation in addition to electronic versions of documentation.**

Yes. OnBase meets this requirement.

**2. Provide upgrades, as well as on-going technical and end-user support via phone, web, listserv, and onsite services.**

A major new release of OnBase is available approximately every 12 months. The current release of OnBase is 3.9. 3.9 was released in December 2004. The release of OnBase 5.0 is estimated at late fall 2005.

Full release notes accompany each new release. Approximately 80% of the new release enhancements are driven by current customer needs / suggestions. There is a formal process for requesting enhancements online. If approved and added to the development, schedule enhancements are delivered at no additional charge.

Interim releases are available every four-six weeks. These interim releases contain new functionality specifically requested by client sites.

Note: an enhancement delivered for a specific client is built into the most current version of the OnBase software.

When a major new release of OnBase is available, from development and QA for beta testing Matrix Imaging installs at its site for testing with test copies of current client databases. During alpha and beta testing Matrix is in constant contact with Hyland Software's QA department (the developers of OnBase) concerning findings and necessary changes. Often we send staff to Hyland to co-test with Hyland's QA staff or to work with developers concerning our clients' needs. Once the new release is successfully tested all clients are contacted and web sessions are scheduled. The focus of these web sessions is to demonstrate and discuss the new features and functionality. A follow-up conversation with each client site will then occur to discuss the specific timing and upgrade process on that site. The clients test system is upgraded first. Once the client approves the upgrade in the test environment the production system upgrade is scheduled.

Interim releases are tested and installed at client sites only when functionality in that release specifically benefits that client site and or was requested by that client site.

**3. Provide vendor-maintained downloadable electronic distributions of software components and patches.**

Yes. Matrix Imaging will meet this requirement.

**4. Provide support for SCT System integration, including upgrades and defect patches.**

Fully supported databases include Oracle (8i, 9i, 10g), Microsoft SQL Server (v7, 2000), Sybase SQL Anywhere/Studio (v5.5x, v7.x or later), Sybase System 11/Adaptive, and Informix.

**5. Provide on-site services personnel experienced with imaging and document management specifically in Higher Education.**

Project Staffing:

The following pages are representative of Matrix personnel who will be working directly with and on-site at UTD for this phase of the project and through out the rest of the implementation as directed by UTD.

Your project and support team will remain consistent through the UTD implementation. Our clients have an assigned project and support team who work with the University from the start of the project to insure continuity of follow up support.

Andrea Dahl
Lead Consultant and Project Manager

Ms. Dahl is a system planning and design consultant specializing in enrollment services implementation. She has over 8 years of consulting services experience. As the lead consultant for UTD she and her staff are responsible for the planning, design, workflow, and training phases of the implementation. Project responsibilities include end user department needs analysis, system planning and design, customized training program and manual design, and post implementation consulting for UTD. Andrea's qualifications include:

Certified Document Imaging Architect, Plus (CDIA+)

OnBase Workflow Certification

Over 4 years higher education / enrollment services consulting and implementation experience

Over 20 successfully higher education deployments

Has coordinated and worked on more than 40 imaging and workflow system implementations with clients in excess of 500 users, complex multi-threaded workflow implementations, and organization-wide deployments

Experience integrating imaging and workflow bi-directionally in SSCT Banner product environments

Jennifer Tysse
Supporting Consultant

Ms. Tysse is a system planning and design consultant specializing in enrollment services implementation. Jennifer is a frequent speaker at AACRAO, NASFAA, HUEG, DUG and other higher education conferences regarding imaging technology deployment in higher education. Ms. Tysse has been with Matrix for twelve years and has extensive experience in the electronic document management and imaging industry. She is knowledgeable concerning all aspects of imaging system implementation. She has over 10 years of consulting services experience. Ms. Tysse's role

with UTD implementation will be to provide additional consulting resources, knowledge and experience. Project responsibilities include business process analysis, workflow planning and design, and training development and delivery. Ms. Tysse's qualifications include:

Certified Document Imaging Architect, Plus (CDIA+)

OnBase Workflow Certification

Over 7 years experience with Higher Education implementation in enrolment services.

Coordinated more than 50 imaging system implementations from beginning to end. She has been the lead consultant and project manager for customers ranging from 10-users to over 750-users, complex and highly integrated workflow environments, and enterprise-wide implementations

Participated with over 30 additional implementations in addition to those she lead.

Developed productive relationships by maintaining very effective client communications throughout projects, including multi-vendor implementations

Ian Levine
Technical Project Manager
Installation Lead

Mr. Levine has been with Matrix for over ten years. Ian is CDIA+ certified and has been recommended for the Master of Information Technologies distinction from AIIM International. He is a CompTIA Subject Matter Expert and led one of the four teams that wrote the current CDIA+ industry certification exam. He has extensive technical experience in the electronic document management and imaging industry. He regularly completes needs analysis, specifies, designs, and plans imaging system implementations. As the technical lead for the implementation, he and his staff will be responsible for the hardware and software installation and system configuration. Ian's qualifications include:

Designed and implemented over 80 imaging systems and has directed over 40 other implementations.

He has over 7 years experience with higher education implementations.

Has installed systems with multiple storage devices including large RAID systems, NAS, SAN, optical jukeboxes, tape systems, and hierarchical storage management.

Installed and maintained scanners ranging from basic single-page units to high-volume, vacuum feed, 200+ ppm production models

Is familiar with several document image management applications and their implementation needs and requirements.

Certifications from Hyland Software (OnBase), Readsoft (E&H and Invoices), Verity (TELEform), Novell, Microsoft, Fujitsu, Bell & Howell, Canon, Kodak, Kofax, and other manufacturers and developers.

Frequently speaks on imaging topics at seminars and conferences.

Member of Association for Information and Image Management (AIIM)

Systems: IBM AS/400, IBM and compatible PCs, DOS, Windows 3.x through XP, NetWare, and OS/2; LAN/WAN and wireless networks and related technology.

Hardware: HP/Compaq, IBM, Dell, Gateway, Sony, Intel, 3com, Ascend/Lucent/Avaya, Maxoptics, Plasmon, MDI, Fujitsu, Kodak, Canon, Ricoh, Bell+Howell, Adaptec, AMI, Kofax, Panasonic, Pioneer, Rimage, 3COM, Xionics, StorageTek, EMC, and SMC.

Mike DuFresne
Supporting Technical Services

Mr. Dufresne came to Matrix Imaging 6 years ago from a Controls Design Company where he was the Manager of Information Systems for the entire computer infrastructure. He has a broad range of skills in system implementation, design and project support. Mike will be providing additional implementation resources and gain first-hand knowledge for future technical support.

Five years of higher education service and support.

CDIA+ certified.

Other Certifications: OnBase Installer and API, Readsoft E&H and Invoices, Verity TELEform, Microsoft MCP - Windows NT 4.0 and 2000

Operating Systems: Microsoft NT 3.51/4.0, Microsoft Windows 95/98, Windows 2000, DOS, OS/2, Novell NetWare 3.x, AIX, and Linux

Experience with LAN and WAN infrastructure and wireless networking technology.

Familiar with HP/Compaq, IBM, Dell, Gateway, Cisco, 3COM, Intel, Adaptec, Fujitsu, Kodak, and Bell +Howell hardware

Over 20 imaging and COLD implementations

Primary technical support for approximately 10 clients, and secondary support for approximately 20 more

Programming Languages: C, C++, Visual Basic 4 & 5, HTML, VB and JavaScript

LAURIE LUDEMAN
Trainer

Laurie Ludeman has been with Matrix for over seven years. She has extensive experience training numerous software applications, management skills, organizational skills, and interpersonal communication. Laurie works closely with Matrix's consulting staff and other Matrix trainers to develop custom tailored training materials. Ms. Ludeman's qualifications include:

Seven years of higher education implementation experience.

Seven years of imaging system training experience

Trained small one-on-one style classes to over 500+ people lecture-style classes

Has worked with small organizations through Fortune 50 corporations

Has experience in developing policy and procedures manuals

MELISSA HACKNEY
Consultant

Ms. Hackney. She has extensive experience implementing and training document management and workflow technology. Melissa is newer to Matrix but has been training and consulting with the OnBase product for over 4 years. Ms. Hackney's qualifications include:

Trained small one-on-one style classes to over 500+ people lecture-style classes

Has worked with small organizations through Fortune 50 corporations

Has experience in developing policy and procedures manuals

Four years of imaging system training experience

Provide options for on-site technology and project management.
Provide 24x7 telephone support.

6. Provide options for on-site technology and project management.

| Anticipated UTD Staff Participation and Roles<br>Minimal participation from university personnel will be necessary for the implementation of the system. No special skills, extreme time commitments, or dedicated staff will be necessary, as Matrix will handle the details of the system implementation. This table is a basis for a full turnkey implementation including all hardware, software, and services, and is included to give the university a reference for estimating its resources. | | |
|---|---|---|
| University Wide | Project Manager | Key point of contact regarding overall project.<br>(Estimated several hours of time dedicated) |

| | | |
|---|---|---|
| Departmental | Assistant Director | Matrix will work with departmental Assistant Directors (or other assigned departmental staff) to coordinate the implementation in that department, establish goals and expectations, and confirm the scope of the project. (Estimated several hours of time dedicated) |
| | Users | Matrix interviews departmental users and work teams to learn about current work processes and areas for improvement. This activity also aids with project acceptance. (Minimal time commitment) |
| | Departmental IS | When departments have their own or dedicated IS staff, Matrix works with them to more efficiently deploy. Typically this staff participates in activities such as scan station configuration for future reference. (Minimal time commitment) |
| | Department Coordinator | A departmental coordinator or liaison is invaluable to the ongoing success and growth of the system. The department Assistant Director is usually the initial coordinator, but often this role is passed on to a willing and able user. This person is the communication gateway between their department, Matrix, and other departments they share the system with. (Continued time commitment of 1-2 hours weekly) |
| Hardware Facilities | Facility Manager | Matrix works with the manager of the facility where the hardware is housed, usually a data center. We will coordinate with the manager as soon as the location is known, and throughout the project as the system is updated. (Minimal time commitment) |
| Database Management | Database Administrator | If the university assigns a Database Administrator to this project, Matrix will work with him/her to implement the database to University standards. We will also continue to work with the DBA throughout the project. (Several hours initially, then minimal time commitment) |
| Network Management | Network Administrator | Matrix will occasionally need assistance from a network administrator during the implementation and future system maintenance. This relationship is primarily for knowledge of the network infrastructure, but sometimes it is necessary to facilitate a change or update the network. (Minimal time commitment) |

**7. Provide 24x7 telephone support.**

Yes. Matrix Imaging meets this requirement. Please refer to the attached Matrix Imaging Support Agreement for details.

Matrix Imaging

## MATRIX IMAGING CAMPUS-WIDE SYSTEM REFERENCE ACCOUNTS

The reference sites below have complete turnkey document management, COLD, workflow or automated data entry solutions provided by Matrix Imaging. Each site has a solution that was tailored to meet their system requirements. Each solution was planned, designed, implemented, and is supported by Matrix Imaging. These are truly turnkey implementations as Matrix began with needs assessments, work process discovery, process improvement and re-engineering, consulting, and system design. Ultimately, these systems were managed through to completion and later expansion and growth. Additionally, Matrix provided complete on-site training and quick-key user guides tailored to each organization's needs and each department's needs.

| Organization | Contact Person | Telephone Number and e-mail | Background Information |
|---|---|---|---|
| University of California Davis<br>115 Mrak Hall<br>Davis, California 95616 | Connie Smith<br>Assistant Director<br>Undergraduate Admissions | 530-752-3719<br>pdkincade@ucdavis.edu | SSCT Banner System<br>Enrollment: 29,087 |
| Columbia University<br>1130 Amsterdam, MC 2807<br>212 Hamilton Hall<br>New York, NY 10027 | Char Smullyan<br>Director of Operations<br>Undergraduate Admissions | 212-854-2813<br>cas9@columbia.edu | Homegrown System<br>Enrollment: 23,422 |

| Organization | Contact Person | Telephone Number and e-mail | Background Information |
|---|---|---|---|
| Indiana University<br>425 University Blvd.<br>CA 129<br>Indianapolis, IN 46202 | Mona Loft<br>Associate Director<br>IUPUI<br>Undergraduate Admissions | 812-855-1763<br>mloft@iupui.edu | PeopleSoft System<br>Enrollment: 50,000+ (19,000 at IUPUI)<br>8 Campuses |
| Rochester Institute of Technology<br>56 Lomb Memorial Dr.<br>Rochester, NY 14623 | Dan Shelley<br>Director of Admissions | 585-475-6736<br>drsadm@rit.edu | Sigma SAMS System<br>Homegrown<br>Enrollment: 23,422<br>2 Campuses |
| University of Memphis<br>319 Scates Hall<br>Memphis, TN 38152 | Steve Terry<br>Director<br>Information Technology | 901-678-2194<br>sterry@memphis.edu | SSCT Banner<br>Enrollment: 9,016 |

| Organization | Contact Person | Telephone Number and e-mail | Background Information |
|---|---|---|---|
| Community College of Philadelphia<br>1700 Spring Garden St., Rm. BG-5<br>Philadelphia, PA 19130 | Jody Bauer<br>CIO<br>Information Technology | 215-751-8060<br>jbauer@ccp.edu | SSCT Banner<br>Enrollment: 42,900<br>4 Campuses |
| Colleges of Contra Costa<br>500 Court Street<br>Martinez, CA 94553 | Craig Lee<br>Director<br>Information Technology | 925-229-1000 ext. 1237<br>clee@4cd.net | Datatel Colleaque<br>Enrollment: 40,082<br>3 Colleges / campuses |

| University of California Davis | |
|---|---|
| Ms. Connie Smith<br>Assistant Director /Systems Mgr<br>Office of Undergraduate Admissions | ▪ Undergraduate Admissions<br>▪ Student Financial Aid<br>▪ Registrar<br>▪ Academic Personnel<br>▪ Office of Provost and Chancellor<br>▪ Undergraduate Studies<br>▪ Campus Counsel |

**Background:**
University of California Davis has a student body of approximately 35,000 students. With shrinking budgets in California Student Services was looking for a solution to improve customer service and process more applicants / students faster all with the same staff.
The Matrix solution was implemented in three departments. All three departments were production with their new system in three months from the start of the implementation.
The implemented solution consists of imaging and workflow automation in each department.

**The Solution:**

- Admissions
  - Automated routing of specific documents based on applicant status for updating to Banner or review by a counselor
  - Automated processing of applicants through "Finalization Process"
  - Automated generation of emails and letters to applicants based on various incomplete or "problem" statuses
- Financial Aid:
  - Automated assigning and routing to counselor once selected student file is complete for review
  - Automated statusing of counselor when new documents arrive
  - Automated updating of Banner with document receipt
- Registrar's Department
  - Automated routing of documents based on type and task
  - Automated routing of documents between admissions and Registrar's Office as necessary
  - Automated "hand off" of matriculated student files from the Admissions Office.

**Integration with SCT Banner:**
1) Retrieval
Any document in a student file may be retrieved and viewed by selecting a button on the Banner toolbar. The system will then display the list of documents for that student or applicant for that department / screen.
2) Synchronization of Data
Nightly new or changed applicant data is updated to the Matrix system from Banner. When a student or applicant changes their name and that change is entered in Banner it all documents for that student are automatically updated that night with the student or applicant's new name.
3) Updating of Data
In the Office of Financial Aid documents are scanned and indexed. Banner is than automatically updated with the receipt of those documents.

| **Columbia University** | |
|---|---|
| Ms. Char Smullyan<br>Director of Operations | ▪ Undergraduate Admissions<br>▪ Student Financial Aid<br>▪ Columbia College Operations<br>▪ Academic Advising |

Columbia University is provided as a reference to illustrate a time sensitive and complex integration. Columbia University was looking for a turnkey solution that would integrate well with their homegrown information system and allow them to better manage their complex and stringent enrollment process.

Columbia's solution was rolled out as a three phase implementation with the first phase beginning in the Operations department. The system planning, consulting, and design began in August 2002, and the Operations department was in full production by mid-September 2002. It was a major undertaking for both Matrix Imaging and Columbia College.

The Operations department is the central processing point for all student documents for both the Admissions and Financial Aid departments. This phase of the rollout required that a "smart" workflow was designed that would allow the system to easily sort admission documents from financial aid documents. The workflow that was designed would also need to track the receipt of documents from a student and only send the received admissions documents to an update queue once the Application Part 1 was received. Additionally, this workflow would also need to monitor the Application Part 1 and only send the financial aid documents to an update queue once the Application information was updated to SIS.

The Admissions Department review process was the next phase of the implementation. This phase required complex integration with Columbia's information system. This integration allows SIS to automatically notify OnBase when a student is ready for review and also provides OnBase with all of the statistical information the Admissions Officer will need to adequately review the file. Once OnBase has been notified that a student is ready for review, the system will automatically create a Reader Rating Sheet that will display all of the statistical information for that student and allow the reviewer to rate and comment on the candidate. The electronic file can easily be passed from Officer to Committee with the touch of a button.

The Financial Aid Department was the last phase of the implementation. This phase also required complex integration with Columbia's information system to allow OnBase to be notified when a student is ready for review. Similarly to the Admission process, once OnBase is notified that a student is ready for review, a student profile is created that gives the Officer statistical information regarding that student. Due to the complex nature of Financial Aid, the users required the ability to mark files as incomplete and have the system automatically notify the appropriate Officer when a new document has arrived for that student. This aspect of the system has proven to be tremendous time saver for the department.

| Indiana University Purdue University in Indianapolis | |
|---|---|
| Ms. Mona Loft<br>Associate Director of Admissions<br>IUPUI | ▪ Undergraduate Admissions<br>▪ Accounting<br>▪ International Admissions<br>▪ Physical Plant<br>▪ Accounts Payable<br>▪ Risk Management Group |

IUPUI is a part of the 13 campus Indiana University system. Indiana University first implemented the Matrix solution over 6 years ago. To date the solution is being utilized over a WAN on 5 of the IU campuses. Departments include accounting, physical plant, finance, budget & planning, treasurer, undergraduate admissions, international admissions, and graduate admissions. The IUPUI campus consists of over 18,000 students.

IUPUI's solution was rolled out as a two phase implementation with the first phase beginning in the Undergraduate Admissions department. As documents are received from students, the "smart" workflow that was developed automatically checks and sorts the documents based upon the student's status. This information is then electronically routed to the appropriate person for processing. This portion of the workflow solution is also designed to interact with the Undergraduate review workflow and will automatically notify a counselor if new information is received by the admissions department for a student currently undergoing or who has already undergone an admissions review.

In the event the student is applying to one of several selective programs, the applicant documents and associated evaluation form are automatically routed to the appropriate people in the academic unit for review. As soon as the academic unit completes the review of the applicant, the admissions office counselor is notified immediately. Once admitted the department is notified automatically and granted permanent access to the file.

The International Graduate/Undergraduate Admissions Department review processes were rolled out in the next phase of the implementation. The workflow developed automatically creates and populates admission review sheets that are then electronically routed to the appropriate department for decisioning. Workflow has been designed to send incremental reminders to the appropriate department for files that have been awaiting decisioning for to long. Once a department decision has been rendered, workflow will continue to forward the student's file until all appropriate signatures have been obtained based upon the rules of that specific department. When the last signature has been obtained, the file is automatically routed back to the Admissions department so the student's file can be completed through the admissions process.

| Rochester Institute of Technology | |
|---|---|
| Mr. Dan Shelley<br>Director of Admissions | • Registrar<br>• Undergraduate Admissions<br>• Student Financial Aid<br>• International Student Affairs<br>• NTID Admissions<br>• Graduate Admissions |

Rochester Institute of Technology in New York State is presented as a reference to demonstrate a solution that was designed, implemented, and is supported by Matrix Imaging for the propose of providing a sophisticated student application and admissions workflow in the Office of Admissions. Matrix Imaging has been working with RIT since May of 2000.

The University receives thousands of applications for admissions each year from prospective students who are interested in attending RIT. The issue for the University is that they want to make better decisions in less time in order to speed up the enrollment process. They also wanted to eliminate the paper based decision sheets that they have used for a long time and automate the application review process.

The use of a Decision Assistance Model e-form allows Admissions Counselors to capture data that is important to RIT. Fields are easily populated from drop down boxes providing a more organized review process, allowing them to shape the class of the future by capturing demographic data during the application review process. Increasing the productivity of the Admissions counselor is also important so that the decision process time is reduced allowing RIT to reduce the backlog and bottlenecks in their processing while making higher quality decisions.

Because of the competitive nature of the higher education marketplace, turn-a-round time to respond with a decision on a student application is of utmost importance. With the Document Imaging and workflow system provided by Matrix Imaging, Rochester Institute of Technology is now able to process twice as many applications with the same staff while increasing the quality of the process. Further, all the application data is entered into the system the same day in which it is received from the mail room.

Additionally, the solution allows applicants to complete and submit application materials on-line. Once this information is submitted, the workflow is designed to automatically verify and route the material to the appropriate counselor for review.

Matrix Imaging

## Partial List of OnBase Higher Education Clients

OnBase

Athens Area Technical Institute
CA College of Health Sciences
Cape Fear Community College
Carleton College
Clemson University
Colleges of Contra Costa
Columbia University
Coastal Carolina University
Emporia State University
Evangel University
Florida International University
Grand Valley State University
Gwinnett Area Technical College
Indiana University
Indiana University Purdue University in Indianapolis
John Hopkins University
Kansas State University
Kent State University
Lemoyne College
Louisiana Technical College
Marion Technical College
Monroe Community College
Northwestern University
Ohio University
Onondaga Community College
Owens Community College
Princeton University
Rochester CTC
Rochester Institute of Technology
Saginaw Valley State University
Sistema Universitario
Southern State CC
Stanford University
Stark State College of Technology
Sullivan Country CC
Syracuse University
Universidad Del Notre
University of Cincinnati
University of Dayton
University of Memphis
University of Wisconsin Foundation
University of Michigan
University of Pennsylvania
University of South Carolina
University of Mary Hardin Baylor
University of Louisville
University of Wyoming Foundation
Western Carolina University

Matrix Imaging

## SOLUTION OVERVIEW

Matrix Imaging will provide all software, hardware (UTD may provide server and desktop computers), and professional services necessary for a complete turnkey solution. The solution is designed specifically for the Offices of Admissions, Registrar, Financial Aid, Human Resources, Research and Information Security.

The system is based on Hyland Software's OnBase electronic document management system. OnBase is a highly robust, fully inclusive, integrated suite of modules with a single user interface and back end, and built on industry open standards. Traditionally it is deployed as a two-tier client server application though it is often implemented as an n-tier solution. OnBase is complete with capability for imaging, COLD/ERM, workflow, web, and integration with numerous other applications, including the PeopleSoft Suite of Modules. Matrix Imaging has implemented OnBase specifically for higher education at colleges and universities across the country, of all sizes, both public and private, and two and four or more year programs.

Matrix Imaging has created a system design for the University of Texas at Dallas that is based on Intel-based, 32-bit servers, running the Microsoft Windows Server operating system. The proposed software is fully capable of running in a variety of environments, and variations of operating platforms, e.g. clusters, mirrored servers, duplexed servers, etc. (including mixed platforms). The most common are Windows, Solaris, and HP/UX. Linux is also supported.

The Matrix system offers full seamless client functionality to all documents and functions – regardless of type or source (image, ERM, workflow, etc.) whether using the traditional thick client or an Active-X web browser (Microsoft Internet Explorer v5.5 or later). The OnBase web server identifies browsers and retains user preferences and settings to determine display and performance capability.

The OnBase thin client allows input but due to web overhead production scale scanning and other mass input is not practical. The thin client does allow for user and group management for administrators or others with appropriate rights such as a department administrator. (The thick client doesn't allow user administration though the thick Configuration module counterpart allows complete management of all OnBase components.) For non-Active-X browsers, OnBase delivers pure HTML and allows full search, view, and annotation capabilities.

OnBase is traditionally deployed as a two-tier client-server application and often as an n-tier application. It is intended for standard production enrollment management users to run the standard OnBase thick client application and for occasional and users from other departments to use the thin client.

OnBase has powerful and extremely robust native workflow. OnBase workflow offers rules based and ad hoc processes, multiple parallel processes, multiple splits and rendevous points, and integration with e-mail and other third party systems such as SSCT Plus and Banner ERP System. OnBase workflow can also be used with external

applications not only for exchange of data, but to also drive third party systems. Matrix has a customer who uses OnBase workflow to allow connectivity between two external, disparate, legacy systems for realtime integration between all three systems.

The proposed system allows integration with SSCT Plus and Banner ERP System and many other applications. Specifically for SSCT Plus and Banner ERP System, integration options are programmatic with the OnBase API, database level, passive image enabling with the OnBase Application Enabler, and via batch import/export of data. Generally, Matrix integrates OnBase with SSCT Plus and Banner ERP System in these ways:

1. Document retrieval via Application Enabler or API. The Application Enabler allows OnBase to recognize and learn what SSCT Plus and Banner ERP System looks like, and upon predetermined user activity (e.g. Alt-click, Ctrl-right-click, F9, etc.), return specific documents related to the current SSCT Plus and Banner ERP System record – as though SSCT Plus and Banner ERP System had a built-in imaging application. This is sometime also done by placing a button on the Banner master panels that makes a simple API call to OnBase for the same result.
2. Synchronization of data via batch update. Matrix accepts nightly exports from SSCT Plus and Banner ERP System for update of new students, students ready for review, and other commonly used daily reports. Matrix imports this data into OnBase overnight to maintain the integrity of the student information. Matrix also exports data for upload to SSCT Plus and Banner ERP System as appropriate, for example - status update of documents received, admissions decision data, Financial Aid ISIR data, etc.
3. Realtime data updates to SSCT Plus and Banner ERP System via the SSCT Plus and Banner ERP System database. Direct database updates pose the most risk so Matrix would work with UTD's DBA and development staff to create stored procedures that will accept API calls from OnBase for the database triggers linked to the OnBase database tables. The stored procedures are used to execute immediate realtime data updates to SSCT Plus and Banner ERP System.

OnBase has fully robust, extensive and complete user and document security. It has the ability to manage this internally or integrate with external Active Directory, NDS, LDAP, and other custom external security systems. Beyond user authentication and group identification, OnBase manages all security relating to document when integrated with an external system.

Matrix Imaging

# Scope of Project

This is the initial Scope of Work for:

**The Office of Admissions**
**The Office of The Registrar**
**The Office of Student Financial Aid**
**The Office of Human Resources**
**The Office of Information Security**
**The Office of Research Administration**

The system investment section of this proposal corresponds directly to the discovery of work below. If the scope of work changes the software modules, client licensing, and/or professional services necessary to implement the system may also change. If the scope of work changes a modified Statement of Work will be developed and approved by the University of Texas at Dallas's project manager and the implementing department(s).

The Office of Admissions (Grad, Undergrad & International)

**Goals**

- More efficient processing of Texas Common Application (receive 70% of applications this way). Currently data is uploaded to SIS, applilcation is printed out and compared to data and then scanned into system. NOTE: Discussed use of DIP to eliminate printing/scanning of applications for proofing.
- Workflow developed that would notify departments when a file is ready to review as well as notify Admissions once department review is complete.
- Use OCR to eliminate data entry or indexing if/when possible.

**Document Capture**

- Paper documents will be sorted, prepped, and scanned centrally in the department.
- Office of Admissions will use existing scanners:
  1- Kodak i260 color and 3- 3500 duplex scanners
- Scanning process may include blank page deletion, patch code separation and/or barcode recognition.
- Documents created electronically such as Word or Excel documents may be imported manually by users on an adhoc basis.

**Document Identification**

- Scanned documents will be identified by document type from a pull-down list.
- Scanned documents will be identified by a primary identifier such as Student ID or the indexing fields can be populated by double clicking on the SIS screen.
- If a barcode process is utilized, the bar codes will be read automatically during scanning. The data from the bar codes will be input into the appropriate fields automatically by the

system. Errors will be auto-routed to an Error Correction queue in workflow for a user to identify.

- Documents imported by users will be identified at the time of import. The user will be prompted to choose a document type and enter the student id.

**Retrieval**

- Retrieval via thick client (desktop) or thin client (web browser).
- Retrieval by any specified keyword (student id, name, status, etc.)
- Retrieve Multiple or single students in one retrieval
- Pre defined custom queries
- Access Controlled by field level security
- Retrieval Access for academic departments to review and print files
- Retrieval from key SCT Plus screens

**Workflow**

- Ability to automatically route documents through the data entry and review process.
- Monitor and Match “Orphaned” (pre-app documents) when the application arrives.
- Assign appropriate counselor based on citizenship, program, alpha breakdown, etc.
- Forward complete student files to the appropriate counselor.
- Create electronic evaluation form pre-populated with applicant data from their Student Information System (SIS).
- Track INC files and notifies counselor of reason such as missing transcript.
- Instantly forward applicants who need credit evaluation to appropriate unit
- Automatically sync changed applicant data from SIS to document database
- E-mail notification to the academic units of newly admitted students and provides electronic file access to that department

**Data Capture**

- Redesign of existing application to optimize for computer read.
- Auto “read” data elements from Admissions application after scanning
- Present fields and characters “in question” to verify operator
- Export data file for update to SIS
- Export images for update to OnBase
- Batch import into OnBase of images scheduled. Applications automatically archived in student file.

## Backfile Conversion

- Small volume of documents stored in home grown Access System.

The Office of the Registrar

**Goals**

- Ability to share appropriate information w/Admissions and Advisors.
- Workflow that will allow incoming mail and forms to be routed/approved.
- Integration w/student system (SCT+ - DB2) – been using for 6+ years.
- Retention: Paper is current kept for five years after file goes inactive. In electronic world plan on keeping file indefinetly but will move to near-line storage after five years of inactivity
- Reporting capability. NOTE: Will give some thought to specific reports.

**Document Capture**

- Paper documents will be sorted, prepped, and scanned centrally in the department.
- Registrar's Office will use existing scanner:
  2 - Kodak i260 color and 1 - 3500 duplex scanners
- Scanning process may include blank page deletion, patch code separation and/or barcode recognition.
- Documents created electronically such as Word or Excel documents may be imported manually by users on an adhoc

**Document Identification**

- Scanned documents will be identified by document type from a pull-down list.
- Scanned documents will be identified by a primary identifier such as Student.
- If a barcode process is utilized, the bar codes will be read automatically during scanning. The data from the bar codes will be input into the appropriate fields automatically by the system.
- Documents imported by users will be identified at the time of import. The user will be prompted to choose a document type and enter the student id.

**Retrieval**

- Retrieval via thick client (desktop) or thin client (web browser).
- Retrieval by any specified keyword (student id, name, status, etc.)
- Retrieve Multiple or single students in one retrieval
- Pre defined custom queries
- Access Controlled by field level security
- Retrieval Access for academic departments to review and print files
- Retrieval from key SCT Plus screens

**Workflow**

- Automatically transfer student file from Admissions to the Registrar's Office once the student registers.
- Automatically purge/scrub file based on department rules for retention
- Provide file access to Advising/Counseling
- Create an electronic version of the registration form. Create workflow to automate the routing of this form through the advising process.
- Graduation Applications - Student submits application and is forwarded to Academic History personnel. Review and approve or reject request. Workflow to notify student of status.
- Matrix Imaging will help the University of Texas at Dallas to create these additional e-forms: Scheduling, Transfer Credit Approval, Taking Courses Off-Campus, Change of Major and Transcript Request
- Use the OnBase COLD Module to import Class Roster Reports (1,000 reports per year)

## Backfile Conversion

- Alchemy/20,000 files/250 gigabytes/30% used/hard drive storage/tiff and pdfs.

Matrix Imaging

***Matrix Imaging will assist UT Dallas in deploying the IDMS System in the following departments (scanning, indexing & retrieval):***

The Office of Student Financial Aid

**Goals**

- Looking for more than just imaging.
- Workflow that will route document/file to the appropriate counselor
- Integration with SCT – auto updating of data elements from documents to SCT (tax returns, verification worksheets, etc.).

**Document Capture**

- Paper documents will be sorted, prepped, and scanned centrally in the department.
- Scanners:
  **Kodak i260 Duplex Scanner**
  **Kofax Adrenaline processing board and cabling**
  **50 pages per minute, up to 11x17", up to 600dpi**
  **Flatbed and feeder**
- Scanning process may include blank page deletion, patch code separation and/or barcode recognition.
- Documents created electronically such as Word or Excel documents may be imported manually by users on an adhoc

**Document Identification**

- Scanned documents will be identified by document type from a pull-down list.
- Scanned documents will be identified by a primary identifier such as Student ID or the indexing fields can be populated by double clicking on the SIS screen.
- If a barcode process is utilized, the bar codes will be read automatically during scanning. The data from the bar codes will be input into the appropriate fields automatically by the system. Errors will be auto-routed to an Error Correction queue in workflow for a user to identify.
- Documents imported by users will be identified at the time of import. The user will be prompted to choose a document type and enter the student id.

**Retrieval**

- Retrieval via thick client (desktop) or thin client (web browser).
- Retrieval by any specified keyword (student id, name, status, etc.)
- Retrieve Multiple or single students in one retrieval
- Pre defined custom queries

- Access Controlled by field level security
- Retrieval Access for academic departments to review and print files
- Retrieval from key SCT Plus screens

The Office of Human Resources

**Goals**

- Use for storing of historical and some current files. When new documentation is added to current file, wants the ability to retrieve.

**Document Capture**

- Paper documents will be sorted, prepped, and scanned centrally in the department.
- Scanners:
  **Kodak i260 Duplex Scanner**
  **Kofax Adrenaline processing board and cabling**
  **50 pages per minute, up to 11x17", up to 600dpi**
  **Flatbed and feeder**
- Scanning process may include blank page deletion, patch code separation and/or barcode recognition.
- Documents created electronically such as Word or Excel documents may be imported manually by users on an adhoc

**Document Identification**

- Scanned documents will be identified by document type from a pull-down list.
- Scanned documents will be identified by a primary identifier such as Employee Name and/or ID.
- If a barcode process is utilized, the bar codes will be read automatically during scanning. The data from the bar codes will be input into the appropriate fields automatically by the system.
- Documents imported by users will be identified at the time of import. The user will be prompted to choose a document type and enter the employee name and/or id.

**Retrieval**

- Retrieval via thick client (desktop) or thin client (web browser).
- Retrieval by any specified keyword (student id, name, status, etc.)
- Retrieve Multiple or single students in one retrieval
- Pre defined custom queries
- Access Controlled by field level security

## Backfile Conversion

- E-Cabinet/38,800 docs/hard drive storage/tiff and pdfs
- Shared with The Offices of Information Security and President.

The Office of Information Security

### Goals

- More robust security.
- Integrated Workflow
- Better indexing capability than current system.
- Help with retention of docouments

### Document Capture

- Paper documents will be sorted, prepped, and scanned centrally in the department.
- Office of Information Security will use existing scanners:
  2 - Ricoh IS330DC scanners
- Scanning process may include blank page deletion, patch code separation and/or barcode recognition.
- Documents created electronically such as Word or Excel documents may be imported manually by users on an adhoc

### Retrieval

- Retrieval via thick client (desktop) or thin client (web browser).
- Retrieval by any specified keyword (student id, name, status, etc.)
- Retrieve Multiple or single students in one retrieval
- Pre defined custom queries
- Access Controlled by field level security

## Backfile Conversion

- E-Cabinet/38,800 docs/hard drive storage/tiff and pdfs
- Shared with The Offices of Human Resources and President.

**Goals**

- Primary goal is storage. NOTE: Required to keep documentation for awarded proposals for 3 years. Sometimes federal contracts require that documentation is kept for longer period of time. If proposal is not awarded, will keep file for one fiscal year and close out file/get rid of it. Not always notified of rejected proposals. Integrated Workflow
- Document Retention

**Document Capture**

- Paper documents will be sorted, prepped, and scanned centrally in the department.
- Scanners:
  **Kodak i260 Duplex Scanner**
  **Kofax Adrenaline processing board and cabling**
  **50 pages per minute, up to 11x17", up to 600dpi**
  **Flatbed and feeder**
- Scanning process may include blank page deletion, patch code separation and/or barcode recognition.
- Documents created electronically such as Word or Excel documents may be imported manually by users on an adhoc

**Retrieval**

- Retrieval via thick client (desktop) or thin client (web browser).
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- Retrieve Multiple or single students in one retrieval
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- Access Controlled by field level security

Matrix Imaging

## Project Planning, Implementation, Installation & Training

### Overview

Matrix Imaging understands the unique requirements of a higher education environment. Our staff has years of experience working with student services and other college areas to deploy successful cost saving and process improving imaging and workflow solutions. Matrix has extensive experience implementing imaging, workflow, forms processing and ERM technology campus wide including the following departments: Admissions, Financial Aid, Records/Registration, Advising, Bursar, Accounts Payable, Human Resources and Facilities.

Working with our clients, Matrix Imaging provides turnkey solutions, from the initial needs analysis and project planning phase through implementation, customized training, and follow up 24 x 7 service and support.

A successful imaging technology implementation requires a thorough understanding of the actually technology as well as higher education processes / departments in general and the ability to understand the processes at The University of Texas at Dallas as a whole and each individual campus.

We are committed to help The University of Texas at Dallas plan the growth of your initial imaging system, ensuring the system meets your changing needs and environment. As a system integrator, partnered with the best software company in the document imaging market place, Matrix Imaging is focused on delivering the best solution, not just selling software.

### The Matrix Advantage

- Training on site, customized for The University of Texas at Dallas implementation.
- Free help desk support for all trained users.
- Customized, step by step training manual, for each department, focused on the entire new process, not just the new software.
- Staff focused on student services implementation.
- 24 x 7 System Support.

### The Process

The implementation process includes the following steps:

- Consulting and design
- Hardware and software installation
- On-site hands on customized training
- Go-live on site support
- System Administrator Training
- On going 24 x 7 service and support

### Planning and Consulting

Matrix Imaging will make sure we have a complete understanding of each implementing department's environment. This includes staffing, processes, paper / data flow, and how that department is specifically using the SSCT Plus and Banner ERP System. Our consulting process includes:

- Initial group discuss with the department including all staff members
  - Establish project goals
  - Discuss concerns
  - Demonstrate a system implemented in the same department at a similar college
  - Discuss timeline
  - Discuss training process
- Individual unit (work groups / functions within the department such as admissions processing) meetings and observation
- Review and discussion of any currently existing process charts
- Development of new process charts based on discovery (see documentation list below)
- Review, updates and sign by client of the new process charts
- Configuration of system for department based on signed off documentation
- Review, updates and sign by client of new system configuration

**Design and documentation**

Imaging and workflow implementation for each department will include:

- Data / document flow
  - Queues (process steps)
  - Rules, roles and routing schemes
- Specific point of integration with the SSCT Plus and Banner ERP System
  - Retrieval
  - Workflow
- Folders
- Document types
- Custom queries
- Security access requirements
  - Folder / department level
  - Document type level
  - Field level (based on field(s) in the SSCT Plus and Banner ERP System)
- Procedures and processes

**Hardware and Software Installation**

Matrix Imaging provides a turnkey installation. This includes the set-up, configuration, and testing of all listed hardware and software.

To the extent that The University of Texas at Dallas' IT staff is interested and available, we welcome IT staff participation in the installation. It has been Matrix's experience that often, due to scheduling constraints, college staff is not available to accompany us during our on-site installation visit. All skills necessary for administering and maintaining the system are taught in our Certified System Administration class.

| Hardware and Software Installation Tasks<br>Provided that all non-Matrix Imaging supplied components necessary for the described system are in place and operational, the hardware and software installation can be complete 30 days or less from purchase order receipt.<br><br>Note: time listed in man-hours. One installer will be on site for the initial The University of Texas at Dallas hardware and software installation. | | |
|---|---|---|
| **Backend System Hardware Installation and Configuration** | TBD Hours | Database/Storage server.<br><br>Should The University of Texas at Dallas acquire a server from Matrix Imaging, we will pre-build and may install operating systems and database software at Matrix, prior to shipping to UM.<br><br>On-site, Matrix will physically install servers into racks/cabinets and bring them to an operational state. We will then require assistance from UTD's IT staff to apply UM security measures. Once the server is part of UTD's computing system, we will complete the configuration and access control.<br><br>Matrix and UTD's DBA staff will create the database. If a rapid application development effort has already transpired, instead of creating a new database, we will import the RAD environment database and adjust it for production use.<br><br>Configuration all the system backend components, verifying and testing their connectivity and interaction capabilities. |

| | | |
|---|---|---|
| **Departmental Hardware and Software Installation and Configuration (main campuses)** | TBD Hours | Departmental scanner installations and load user desktop computers, test for connectivity and usability. During this time we will work with UTD's IT or departmental IT staff so that they may install remaining desktop software. If UTD utilizes a system management solution such as ZenWorks the loading of client software can be automated.<br><br>Desktop computers that meet the minimum recommendations for OnBase.<br><br>Scan station: P4-2GHz / 512MB RAM / 4MB VRAM / 17" or larger monitor / Windows 2000 or Windows XP Professional (Dell Optiplex GX280 is incompatible)<br><br>Index station: P4-1.4GHz / 256MB RAM / 16MB VRAM / 19" LCD monitor / Windows 2000 Pro or Windows XP<br><br>View station: P3-850 / 128MB RAM / 16MB VRAM / 19" monitor / Windows 2000 or Windows XP<br><br>Web View station: P3-850 / 128MB RAM / 8MB VRAM / 17" monitor / Windows 2000 or XP |

**Training**
All training provided by Matrix Imaging is specifically designed for the end user client site. For example, the Admissions department training and documentation will include their entire new process not simple how to scan and retrieve documents.

**End User Training**
End User training will be conducted at The University of Texas at Dallas and will be hands on. The course will cover in depth all of the basic system functions, i.e, scanning, storing, retrieving, printing and faxing, plus, UTD's specific application and procedures. Note: this will vary between departments.

The training consists of an overview session and two hands on sessions. Scan/index training is taught with no more than 3 students to every instructor. Retrieval and workflow sessions will contain no more than 5 trainees per each instructor. Training will be set-up specifically for each department. They will be trained utilizing their new system configuration, processes and documents. This situation encourages people to think about real world scenarios and the opportunity for discussion with a trainer and process consultant is right there.

Once trained by a certified Matrix Imaging trainer, each trainee will have free access to help desk support and ongoing training as new features are made available. These ongoing training sessions are conducted at Matrix Imaging or via remote access and are *free of charge.* NOTE: All users must be comfortable in a Windows environment before training.

| End User **Input Training (Scan & Index)** Course | |
|---|---|
| Audience | End-users who will scan, retrieve, import and index documents. For those who will perform extensive scanning operations as part of their job function.<br>Note: Users who attend this class will not need to attend a separate retrieval class. Retrieval is covered in this course. |
| Prerequisites | Users must be proficient and comfortable in a Microsoft Windows environment. Familiarity with the existing Legacy application. Further proficiency and skill with word processing and spreadsheet applications is strongly recommended. |
| Class Size Limit | 3 Trainees per trainer |
| Class Duration | Includes an overview, and 2 three hours hands-on sessions at the scan station. |
| Location | Client site at scan station |
| Learning Objectives | Document preparation, scanning, Q&A steps, document identification, importing & retrieval. Students will learn to navigate in OnBase, operate scanning equipment, import files of different types, and index/re-index batches and documents. They will learn in their own environment with their own documents. Class is hands-on each training session. Upon completion, users will be comfortable with all input and retrieval functions of the IDM system. |
| Materials and Resources Provided | The class begins with a short overview session and a custom developed manual designed for each department at The University of Texas at Dallas is then distributed. This includes a quick-key guide for each student and continued free telephone help-desk support for users who complete this class.<br>This class is 100%, guaranteed for users meeting the prerequisites and who successfully complete the class. |
| Training Room Requirements | Training will be conducted at the actual scan station installed in that department with that department's documents. |

| End User **Retrieval** Course | |
|---|---|
| Audience | End-users who will retrieve and annotate documents. Prerequisite for the End User Workflow Course. |
| Prerequisites | Users must be proficient and comfortable in a Microsoft Windows environment. Familiarity with the existing Banner System. |
| Class Size Limit | 5 Trainees per trainer (Typically 10 trainees and 2 trainers in each session). |
| Class Duration | Includes an overview, a three hour hands on classroom training, and a one on one desktop review. |
| Location | Client Site |
| Learning Objectives | Document retrieval, importing, emailing, annotations, etc. Students will learn to navigate inside of OnBase in their own environment with their own documents. Upon completion, users will feel comfortable retrieving, annotating, importing, error correcting, and sending documents. |
| Materials and Resources Provided | The class begins with a short overview session and a custom developed manual is then distributed. This includes a quick-key guide for each student and continued free telephone help-desk support for users who complete this class.<br>This class is 100%, guaranteed for users meeting the prerequisites and successfully complete the class. |
| Training Room Requirements | Basic training facilities are necessary including a standard workstation for each student, and computer projection equipment for the instructor's use. |

| End User **Workflow** Course | |
|---|---|
| Audience | End-users who will use workflow to automatic their application process. For those who will perform extensive actions upon files based on business rules. |
| Prerequisites | Users must be proficient and comfortable in a Microsoft Windows 9x or 2000 environment. Familiarity with the existing line-of-business applications. Further proficiency and skill with word processing a spreadsheet application is strongly recommended, and prior experience with other IDM system products is a major advantage. |
| Class Size Limit | 5 Trainees per trainer (Typically 10 trainees and 2 trainers in each session). |
| Class Duration | Two ½ day sessions separated by at least one week |
| Location | Client Site |
| Learning Objectives | Students will learn to navigate the IDM system's workflow module, how to access documents in your "in box" or workflow queue, apply actions to document or file based on established rules and route a document of file to the next step in the workflow process. They will learn in their own environment with their own documents. Class is hands-on each training session. Upon completion, users will be comfortable with all workflow functions of the IDM system. |
| Materials and Resources Provided | The class begins with a short overview session and a custom developed manual tailored to The University of Texas at Dallas advanced users is then distributed. This includes a quick-key guide for each student and continued free telephone help-desk support for users who complete this class. This class is 100%, guaranteed for users meeting the prerequisites and successfully complete the class. |
| Training Room Requirements | Basic training facilities are necessary including a standard workstation for each student with access to the OnBase workflow module. |

**System Administrator Training**

System administrator training will be provided to educate members of The University of Texas at Dallas' staff to maintain the system and address common problems that may arise. The system administrators learn about what drives imaging system software and hardware, and basic troubleshooting skills. This training thoroughly covers all the duties the system administrator must perform and documentation that needs to be filled out in order to ensure your imaging system will be approved by the State as an acceptable storage system. This training also includes an administrator manual. Administrator training will be taught hands-on with the system back-end at Matrix Imaging's training facilities in Detroit, Michigan. It is recommended that the administrator(s) attend a user training class and have network management experience prior to this training.

| **System Administrator** Course | |
|---|---|
| Audience | Technical staff who will install, configure, maintain and support the OnBase solution. This class is intended for anyone who will formally support the system or help to expand the solution to new departments. |
| Prerequisites | The administrative staff should also attend a Basic IDM Solution Software Operation class prior to this class. It is strongly recommended that students have at least six months of network administration or end-user support experience before attending this class. Previous technical certifications are advantageous. |
| Class Size Limit | 10 Trainees and 2 trainers. |
| Class Duration | Four full days |
| Location | Matrix Imaging training lab.<br>Bloomfield Township, Michigan (Detroit) |
| Learning Objectives | Students will learn to configure and administer the their OnBase system including:<br>▪ Disk groups<br>▪ User and group security<br>▪ Document types and document type groups<br>▪ Keywords and autofills<br>▪ Mass structured and un-structured importing and capture of data<br>▪ Basic system database maintenance<br>▪ Troubleshooting<br>▪ Scan station and client configuration<br>▪ Back up strategy<br>Additional class instruction and labs are specifically tailored to the specific client. |
| Materials and Resources Provided | Participants will receive an administrator's manual and electronic documentation of all system modules. |
| Training Room Requirements | This class is taught in a Matrix Imaging training facility so that each administrator has an environment free from distractions with all equipment necessary to perform class labs. The class is lecture and lab with a heavy emphasis on hands-on experience |

**Service and Support**
Please ask our clients about our support. Matrix is available to you 24 x 7 for support. Support is via phone, email, onsite and remote connectivity. Please refer to section System Maintenance and Support for more information.

**Staffing**
Matrix Staffing for this project will include the following team members:

- Project Manager / Lead Enrollment Services Consultant
- Technical Project Manager / Installation Lead
- Senior Enrollment Services Consultant
- Junior Enrollment Services Consultant
- End User Training Coordinator
- Additional technical staff for installation and workflow configuration support

**Anticipated The University of Texas at Dallas Staff Participation and Roles**
Minimal participation from university personnel will be necessary for the implementation of the system. No special skills, extreme time commitments, or dedicated staff will be necessary, as Matrix will handle the details of the system implementation. This table is a basis for a full turnkey implementation including all hardware, software, and services, and is included to give the university a reference for estimating its resources.

| | | |
|---|---|---|
| **Campus Wide** | Project Manager | Key point of contact regarding overall project.<br>(Estimated several hours of time dedicated) |
| **Departmental** | Assistant Director | Matrix will work with departmental Assistant Directors (or other assigned departmental staff) to coordinate the implementation in that department, establish goals and expectations, and confirm the scope of the project. (Estimated several hours of time dedicated) |
| | Users | Matrix interviews departmental users and work teams to learn about current work processes and areas for improvement. This activity also aids with project acceptance. (Minimal time commitment) |
| | Departmental IS | When departments have their own or dedicated IS staff, Matrix works with them to more efficiently deploy. Typically this staff participates in activities such as scan station configuration for future reference. (Minimal time commitment) |

| | | |
|---|---|---|
| | Department Coordinator | A departmental coordinator or liaison is invaluable to the ongoing success and growth of the system. The department Assistant Director is usually the initial coordinator, but often this role is passed on to a willing and able user. This person is the communication gateway between their department, Matrix, and other departments they share the system with. (Continued time commitment of 1-2 hours weekly) |
| **Hardware Facilities** | Facility Manager | Matrix works with the manager of the facility where the hardware is housed, usually a data center. We will coordinate with the manager as soon as the location is known, and throughout the project as the system is updated. (Minimal time commitment) |
| **Database Management** | Database Administrator | If the university assigns a Database Administrator to this project, Matrix will work with him/her to implement the database to the university standards. We will also continue to work with the DBA throughout the project. (Several hours initially, then minimal time commitment) |
| **Network Management** | Network Administrator | Matrix will occasionally need assistance from a network administrator during the implementation and future system maintenance. This relationship is primarily for knowledge of the network infrastructure, but sometimes it is necessary to facilitate a change or update the network. (Minimal time commitment) |

Matrix Imaging

| The University of Texas at Dallas<br>System Investment | | | | |
|---|---|---|---|---|
| Item | Description | Qty | Price | Total |
| | **Software** | | | |
| 1. | **OnBase Multi User Server Module**<br>Provides utilities, OnBase configuration, Basic Text Search and Print Servers, and a license to use the OnBase Database in a single institution, multi-user environment. | 1 | $5,000 | $5,000 |
| 2. | **OnBase Named User Client Licenses:**<br>Provides retrieval, viewing, printing and management of documents<br>46 Licenses for Admissions<br>20 Licenses for Registrar<br>18 Licenses for Fin Aid<br>15 Licenses for Advisors, Deans, Student Life<br>3 Licenses for H.R.<br>3 Licenses for Information Security | 1-100<br>101-105 | $600<br>$500 | $60,000<br>$2,500 |
| 3. | **OnBase Workstation User Client Licenses:**<br>Provides retrieval, viewing, printing and management of documents<br>3 Licenses for Fin Aid<br>2 Licenses for Registrar | 5 | $600 | $3,000 |
| 4. | **OnBase Concurrent User Licenses**<br>These user licenses may be loaded on any number of workstations, the first 28 users to sign on gain system access. Contains auto time out feature.<br>3 Licenses for Admissions Recruiting<br>60 Licenses for Registrar Advisors, Deans & Student Life<br>2 Licenses for Research<br>3 Licenses for H. R.<br>2 Licenses for information Security | 70 | $1,200 | $84,000 |
| 5. | **OnBase Production Document Imaging Module (First License)**<br>Scans paper documents using TWAIN or Kofax compatible devices. Additional scan licenses are $2,000 each. | 1 | $5,000 | $5,000 |
| 6. | **OnBase Production Document Imaging Module (2+ Licenses)**<br>Scans paper documents using TWAIN or Kofax compatible devices. Additional scan licenses are $2,000 each. | 11 | $2,000 | $22,000 |
| 7. | **OnBase Web Server Module**<br>Provides access of electronic documents to anyone, any time, anywhere via the World Wide Web. | 1 | $10,000 | $10,000 |

| | | | | |
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| 8. | **OnBase Enterprise Workflow Server Module**<br>Routes OnBase documents among users according to customer-defined rules and processes in any number of departments within an enterprise. | 1 | $50,000 | $50,000 |
| 9. | **OnBase Workflow Named User Licenses**<br>Provides access to Workflow functions in order to perform work and complete tasks on documents, for a single named user.<br>35 Licenses for Admissions<br>29 Licenses for Registrar<br>18 Licenses for Advisors, Deans, Student Life<br>3 Licenses for Information Security | 85 | $500 | $42,500 |
| 10. | **OnBase Workflow Workstation User Licenses**<br>Provides access to Workflow functions in order to perform work and complete tasks on documents.<br>3 Licenses for Fin Aid | 3 | $500 | $1,500 |
| 11. | **OnBase Workflow Concurrent User Licenses**<br>Provides access to Workflow functions in order to perform work and complete tasks on documents. License lease begins upon first Workflow activity, ends when user closes or minimizes Workflow.<br>14 Licenses for Advisors, Deans & Student Life | 14 | $1,000 | $14,000 |
| 12. | **OnBase Document Import Processor (DIP)**<br>Processes batches of third party generated documents and indexes into the OnBase system. Support for scheduling and polling allows for hands-off operation. | 1 | $5,000 | $5,000 |
| 13. | **OnBase COLD/ERM Module**<br>Processes, indexes and stres host/legacy application generated text files. Supports ASCII PCL, AFP, and DJDE natively. | 1 | $10,000 | $10,000 |
| 14. | **OnBase E-Forms Module**<br>Pro vides the ability to complete, index and store HTML based documents (forms) from the OnBase Client interface using an HTML form template. | 1 | $10,000 | $10,000 |
| 15. | **OnBase Virtual Print Driver**<br>Provides the ability to print documents directly into OnBase from third party applications. | 1 | $5,000 | $5,000 |
| 16. | **Signature Pad Interface** Allows TIFF images in OnBase to be signed and the original image altered with the signature that is scratched on a Penware device. | 1 | $6,000 | $6,000 |
| 17. | **OnBase Application Enabler** This module provides the ability to retrieve a document or set of documents directly from a SSCT Plus or Banner screen(s) without programming. | 1 | $15,000 | $15,000 |

| | | | | |
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| 18. | **OnBase Query API** This module provides the ability to query for documents within the OnBase repository from third party applications. $10,000 for initial 500 queries er hour and $8,000 for each additional block of 500 queries per hour. | 1 | $10,000 | $10,000 |
| **OnBase Software Investment** | | | | $360,500 |
| 19. | **OnBase Software Support and Maintenance.** Annual product warranty, phone support and maintenance (updates). = 18% x $360,500. The software support agreement is renewable annually. | 1 | | $64,890 |
| **Total OnBase Software Investment** Includes Software and first year Annual Software Support and Maintenance. | | | | $425,390 |
| 20. | **OnBase Software Discount** | | | ($101,940) |
| **Total OnBase Software Investment** Includes Software and first year Annual Software Support and Maintenance. | | | | **$324,450** |
| | | | | |
| 21. | **TELEform Workgroup License** Forms processing for data collection off forms. Includes the following modules: Designer, Reader & Scan Station, Verifier, AutoMerge Publisher. | 1 | $22,500 | $22,500 |
| 22. | **TELEform Additional Verifier Module** | 1 | $4,500 | $4,500 |
| **Teleform Software Investment** | | | | $27,000 |
| 23. | **Teleform Software Support and Maintenance.** Annual product warranty, phone support and maintenance (updates). = 20% x $27,000 the total software purchase. The software support agreement is renewable annually. | 1 | | $5,400 |
| **Total Teleform Software Investment** Including Software and first year Annual Software Support and Maintenance. | | | | **$32,400** |
| **TOTAL SOFTWARE INVESTMENT** | | | | **$356,850** |

| Professional Services | | | | |
|---|---|---|---|---|
| 1. | **Planning and Consulting Services for Document Imaging, Data Extraction & Workflow**<br>Conduct interview sessions, determine indexing and storage setup requirements, and implement initial application's document database, and security planning. Includes design and documentation of the following:<br>1. System index field design & folder structure layout<br>2. Security system and access<br>3. Integration with SSCT Plus<br>4. Screens/fields for indexing/retrieval<br>5. System procedures & process<br>6. Rules, Roles and Routing Schemes<br>7. Life Cycles<br>8. Workflow Queues<br><br>Estimate based on implementing workflow and imaging in the Admissions and Registrar's Offices at UTD and assisting with the implementation of imaging in Fin Aid, HR, Information Security and Sponsored Projects at UTD. The customer will be billed for the actual number of days. | 37 | $1,200 | $44,400 |
| 2. | **Turnkey Implementation**<br>Installation configuration, and testing of all hardware and software included in this quotation. Notes: (1) Includes production test and first 30-days of service & support. (2) Implementation charge based on the configuration listed in this proposal, if parameters change implementation will be re-quoted. | 1 | $12,000 | $12,000 |
| 3. | **Forms Set-Up, Design & Testing**<br>This cost covers the design, set-up and testing of up to four forms. Estimated at 5 days per form. The customer will be billed for the actual number of days. | 20 | $1,200 | $24,000 |
| 4. | **Import of Images from Existing Imaging Systems into OnBase System**<br>Matrix Imaging will work with UT-Dallas' chosen conversion source to complete the importing of converted images from the old imaging system into the new OnBase system. Services to be provided by Matrix Imaging:<br>1. DIP Processor Configuration<br>2. Index File Editing<br>3. Error troubleshooting<br>4. Verification reports<br>5. Platter Analysis<br>This service is billed at an hourly rate and is based on the configuration listed in this proposal. If parameters change this service will be re-quoted. | 20 | $150 | $3,000 |

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| 5. | **Data Conversion Mapping**<br>Mapping of keywords from existing systems to OnBase system. This charge covers the following departments:<br>1. Office of the Registrar<br>2. Human Resources<br>3. Information Security<br>4. Presidents Office<br>5. Office of Admissions<br>This service is billed at an hourly rate and is based on the configuration listed in this proposal. If parameters change this service will be re-quoted. | 50 | $150 | $7,500 |
| 6. | **OnBase Basic User Training - Retrieval Only.**<br>"Classroom Style Training". Maximum of 10 people per class. Includes basic quick key guide. 2 hands-on session twice in one day at UTD. 100% guarantee (as long as trainee is comfortable in a Windows environment).<br>***Priced per class.*** | 8 | $2,000 | $16,000 |
| 7. | **OnBase Input Training - Scan, Index & Retrieval.** Includes hands-on training, one on one desktop follow-up, tailored quick key guide and unlimited help desk support for trained users. 2 hands-on sessions and overview at UTD. 100% guarantee (trainee must be comfortable in a Windows environment).<br>***Priced per trainee.*** | 6 | $1,000 | $6,000 |
| 8. | **OnBase Workflow Training.**<br>Includes hands-on training, one on one desktop follow-up, tailored quick key guide and unlimited help desk support for trained users. 2 hands-on sessions and overview at UC-Dallas. 100% guarantee (trainee must be comfortable in a Windows environment).<br>***Priced per trainee.*** | 20 | $1,000 | $20,000 |
| 9. | **Teleform Training**<br>Includes forms scanning & verification functionality, hands-on training, tailored quick key guide, and unlimited help desk support for trained users. 2 hands-on session and overview at UT Dallas. 100% guarantee (as long as trainee is comfortable in a Windows environment).<br>***Priced per trainee.*** | 4 | $2,495 | $9,980 |
| 10. | **System Administrator Training**<br>Students must be proficient and comfortable in a Microsoft Windows 9x or 2000 environment. In addition, the administrative technical users should also attend a Basic EDMS Software Operation class prior to this class. It is strongly recommended that students have at least six months of network administration or end-user support experience before attending this class. Previous technical certifications are advantageous. ***Priced per trainee.*** | 2 | $1,495 | $2,990 |
| 11. | **Service & Support:** estimated for 1-year. Includes (25) hours (see attached Service and Support Agreements). Note: hardware and software defects covered under manufacture's warranty agreement. | 1 | $4,750 | $4,750 |

| | | | | |
|---|---|---|---|---|
| | **TOTAL PROFESSIONAL SERVICES**<br>Includes planning, implementation, installation & training. Excluding conversion of existing systems (TBD) | | | **$150,620** |
| | | | | |
| | **TOTAL SYSTEM INVESTMENT**<br>Includes Software, Hardware & Professional Services. Excluding conversion of existing systems (TBD) | | | **$507,470** |

NOTES:

1. Above pricing does not include shipping or travel expenses. These charges will be additional and billed as incurred.

2. Terms are 40% deposit with order, 40% at delivery, and 20% due upon completion of implementation.

3. Hardware, software and services quoted according to our understanding of University of Texas at Dallas needs. Unit prices are firm but quantities, required modules and hardware are subject to change upon completion of a signed statement of work between Matrix Imaging and University of Texas at Dallas.

4. If hardware is not purchased from Matrix Imaging, UTD agrees to supply the appropriate IT infrastructure including scanner workstations, servers, server operating system and database license as well as OS and database client access licenses. Matrix Imaging will review the hardware configuration with UTD prior to installation or travel scheduling. Hardware re-configuration done by Matrix Imaging that is required due to improper hardware specification or configuration will be billed to UTD at a daily rate of $1,200 per day.

**Software Maintenance**
OnBase software maintenance includes all new updates and releases of the OnBase software at no additional charge.

**Upgrades and Enhancement Requests**
A major new release of OnBase is available approximately every 12 months. The current release of OnBase is 3.9. 3.9 was released in December 2004. The release of OnBase 5.0 is estimated at late fall 2005.

Full release notes accompany each new release. Approximately 80% of the new release enhancements are driven by current customer needs / suggestions. There is a formal process for requesting enhancements online. If approved and added to the development, schedule enhancements are delivered at no additional charge.

Interim releases are available every four-six weeks. These interim releases contain new functionality specifically requested by client sites.

Note: an enhancement delivered for a specific client is built into the most current version of the OnBase software.

**Upgrade Process**
When a major new release of OnBase is available, from development and QA for beta testing Matrix Imaging installs at its site for testing with test copies of current client databases. During alpha and beta testing Matrix is in constant contact with Hyland Software's QA department (the developers of OnBase) concerning findings and necessary changes. Often we send staff to Hyland to co-test with Hyland's QA staff or to work with developers concerning our clients' needs. Once the new release is successfully tested all clients are contacted and web sessions are scheduled. The focus of these web sessions is to demonstrate and discuss the new features and functionality. A follow-up conversation with each client site will then occur to discuss the specific timing and upgrade process on that site. The clients test system is upgraded first. Once the client approves the upgrade in the test environment the production system upgrade is scheduled.

Interim releases are tested and installed at client sites only when functionality in that release specifically benefits that client site and or was requested by that client site.

**Hardware Service and Maintenance**
Hardware service and maintenance will be provided by the hardware manufacturer.

**Support**
Technical support is conducted via telephone, remote access, e-mail, and on-site. 24-hour support availability may be scheduled 365 days a year (non-emergency service is not available on holidays). Remote access support is performed using a dedicated circuit to the Internet for real-time service. Please refer to the Service and Support agreement at the end of this section.

**Availability and Response Times**
Matrix Imaging is available 24 x 7 for service and support. There is an additional charge for service performed outside of defined business hours. Business hours are defined as 8am to 5pm Eastern time.

Matrix Imaging guarantees a 30 minute response time to service issues. Response is defined as initial contact regarding the service issue, recording of the service issue in Clientelle (inhouse resolution tracking database) and continual efforts to resolve the issue. All issues are resolved as quickly as possible.

**Issue Resolution and Escalation Policy**
Matrix Imaging uses Clientelle for recording and tracking client issues through resolution. The escalation of technical issues is linked to the severity of the situation. The level of severity is determined by considering the nature of the issue and how it is impacting the ability of the users at the client site to perform tasks within their OnBase system. The below escalation chart applies to severe service issues that include a client site that is completely or partially unable to work within their OnBase system. Note: This level of service issue is very rare but due to the severity mandates a very structured escalation process.

| **Escalation Process for Severe Service Issues** | |
|---|---|
| **Escalation Level** | **Action** |
| Level One | Because a system is down or partially down preventing users from working if at 30 minutes the client's assigned service team does not have the issue resolved the service manager will be contacted and briefed to take over the service resolution. |
| Level Two | If after 1 hour the issue is not resolved or an appropriate resolution is not mid process then the head of the technical department will be briefed and work with the team until the issue is resolved. |
| Level Three | After 2 hours, or if determined anytime prior that the issue is a "code level issue" Hyland Software developers will be contacted and will work with the client's service team until the issue is resolved. |

## Matrix Imaging Support Agreement

**Service, Support and Consulting:**

**Note: Phone support is provided free of charge with a current OnBase maintenance agreement.**

Technical support is available to clients via telephone, remote access, e-mail, and on-site. 24-hour support availability may be scheduled 365 days a year. Remote access support is performed using a dedicated circuit to the Internet for real-time service.

**The following services are eligible for coverage with a Matrix Support Agreement:**

- Application usage and application environment support for software and hardware supplied by and/or installed by Matrix Imaging
- Training on new features/functionality for previously trained users
- Software installation, software licensing or upgrades to application software and associated hardware
- Consulting services to add additional departments/functionality.
- Routine System Maintenance
- Project Management - recording, storing and retrieval/distribution of information necessary to assist in the resolution of problems or to provide status information to the client.
- **Note : Parts or supplies can not be charged to a Matrix Support Agreement.**

**Terms of the Agreement:**

**1. Expiration Date:** Agreement expires when it reaches a zero balance or two years from the date the agreement was signed, whichever occurs first. Matrix Imaging reviews agreements on a yearly basis. If the agreement changes, you will be given 90 days notice. Any remaining hours will be rolled into the new agreement.

**2. Charges** may be made against this agreement for any of the above listed services by Matrix. All service is billable in 15 minute increments.

- Our minimum on-site charge is 1 hour.
- Phone Support.
- End-user application support is provided to any user who has attended a Matrix training class provided the question/issue is end-user related and software maintenance is current.
- Travel is charged as time used by the technician. Travel time over 150 miles from our location will be billed at half the actual time. If additional travel costs are required, they will be billed to the customer. **Example:** If an airline flight is needed to reach a customer site, or an overnight stay is required.
- **Normal Service** - within 8 business hours - billed at published rate.
- **Priority Service**, including after Hours and Holiday Support - within 4 business hours - billed at 1¼ times the published rate.
- **Critical Service** - within 2 business hours - billed at 1½ times the published rate.

3. Types of Agreements: **Matrix Imaging offers five different Support Agreements. Please select** based on your sites support requirements. Our minimum support agreement is for 10 hours.

| | |
|---|---|
| 250 hours | $41,250.00 |
| 150 hours | $26,250.00 |
| 50 hours | $ 9,250.00 |
| 25 hours | $ 4,750.00 |
| 10 hours | $ 1,950.00 |

All service rendered without a Support Agreement, will be invoiced immediately following the service call at $225.00/hr

Client initials

## Matrix Imaging Support Agreement

This Matrix Support Agreement is for [Hours] hours. Agreement starting date is: [Start Date:] .
Agreement expiration date is: [Expiration Date] .

**Company:** [Company:]
**Address:** [Address1] **Telephone:** [Telephone]
[Address2]

**Authorized Contacts: [Name:]**

**IMPORTANT NOTES:** If you hire an employee of Matrix Imaging at any time during our relationship, or within one year of the end of our relationship, you will be billed a fee of 30% of that employee's first year salary with your company, which is the normal contingency fee placement arrangement. This allows us to cover the cost of training and replacing the employee.

- This is a pre-paid, non-refundable support agreement.
- If there are any unpaid invoices from the client that are past due for 90 days or more, all service and support will be suspended until the account is current.

Authorized Signature and Title Date

Matrix Representative Date

## ONBASE® END USER LICENSE AGREEMENT
## IMPORTANT- READ CAREFULLY

This OnBase® End User License Agreement ("EULA") is made between Hyland Software, Inc. ("Hyland"), 28500 Clemens Road, Westlake, Ohio 44145 USA, an Ohio corporation, and _____, a _____ corporation ("User"), with respect to the licensing of the OnBase® Information Management System software modules described on Exhibit A attached hereto ("Software").

1. **LICENSE**:

(a) Subject to payment in full of the Software license fees, Hyland grants to User a perpetual (except as herein provided), non-exclusive, non-assignable (except as herein provided), limited license to the Software, in machine-readable object code form only, solely for use by User internally, and only for capturing, storing, processing and accessing User's own data, and not for use for the processing of third-party data as a service bureau, application service provider or otherwise. User shall not make any use of the Software in any manner not expressly permitted by this EULA.

(b) User acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. Use of software or hardware that reduces the number of clients directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. User is prohibited from using any software other than the Software Client modules or Query API module to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to User's use of such other software and User has paid to Hyland Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

(c) User shall be entitled to use one (1) production copy of each Software module licensed. User shall not make additional copies of the Software.

(d) User agrees: (1) not to remove any Hyland notices in the Software; (2) not to sell, transfer, rent, lease or sub-license the Software or documentation to any third party; (3) not to alter or modify the Software; and (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software, or prepare derivative works therefrom.

(e) User may not assign, transfer or sublicense all or part of this EULA without the prior written consent of Hyland.

2. **OWNERSHIP**: Hyland and its suppliers own the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software, except for the limited express rights granted in this EULA.

3. **INSTALLATION**: User may retain Hyland to provide installation services pursuant to the terms of a separate Work Agreement between the parties. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software.

4. **LIMITED WARRANTY**:

(a) For a period of sixty (60) days from the date of first installation of the Software at User's site, Hyland warrants to User that the media on which the Software is distributed are free from defects in materials and in workmanship.

(b) For a period of sixty (60) days from the Maintenance Commencement Date (as defined below), Hyland warrants to User that the Software, when properly installed and properly used, will operate substantially in accordance with the user documentation published by Hyland related to the Software that has been delivered to User in written or electronic form, including user manuals, and that relates to the functional, operational or performance characteristics of the Software ("Documentation"). The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Software that has been (1) modified by User or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused. Hyland does not warrant that the functions contained in the Software will meet User's requirements or that the operation of the Software will be uninterrupted or error free. Due to the inherent complexity of computer software, User is advised to verify User's work.

**For purposes of this warranty, the term "Maintenance Commencement Date" as to any Software means the date on which the first maintenance period under the separate Software Maintenance Agreement between Hyland and User commences with respect to such Software.**

(c) Customer's sole and exclusive remedy for a breach of the express limited warranties under paragraph (a) or (b) shall be as follows: Provided that, within the applicable 60-day period, User notifies Hyland in writing of the non-conformity, Hyland will either (1) repair or replace the non-conforming media or Software, which in the case of the Software may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Hyland determines that repair or replacement of the non-conforming media or Software is not commercially practicable, then terminate this EULA with respect to the Software associated with the non-conforming media or with respect to the non-conforming Software, in which event, upon compliance by User with its obligations under Section 7, Hyland will refund any portion of the Software license fees paid prior to the time of such termination with respect to such Software.

(d) HYLAND AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES.

(e) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Hyland by a corporate officer.

5. **LIMITATIONS OF LIABILITY:** IN NO CASE SHALL HYLAND'S LIABILITY EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEES ACTUALLY PAID BY USER. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR OTHER PECUNIARY LOSS ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR ANY USE OR INABILITY TO USE THE SOFTWARE, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. HYLAND AND ITS SUPPLIERS ARE NOT RESPONSIBLE FOR ANY COSTS INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH INFORMATION, THE COST OF SUBSTITUTE SOFTWARE, OR CLAIMS BY THIRD PARTIES.

6. **MAINTENANCE**: User may purchase maintenance and technical support services from Hyland or its authorized reseller pursuant to the terms of a separate Software Maintenance Agreement.

7. **TERMINATION**: Hyland may terminate this EULA immediately and any license to use the Software will automatically terminate without notice if User fails to comply with any provision of this EULA. Upon termination of this EULA for any reason, including, but not limited to, as specified in this Section 7 or in Section 4, User shall immediately (a) discontinue any and all use of the Software and related documentation, (b) return the Software and any related documentation to Hyland, and (c) certify in writing to Hyland that User has completed the preceding actions. The obligations of User under the preceding sentence and all disclaimers of warranties and limitations of liability set forth in this EULA shall survive any termination.

8. **SEVERABILITY**: In the event that a court of competent jurisdiction determines that any portion of this EULA is unenforceable, it shall not affect any other provisions of this EULA.

9. **NOTICE**: All notices, requests or other communications required to be given pursuant to this EULA shall be in writing, shall be addressed to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing, and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, or by prepaid commercial overnight courier. All notices, requests or other communications delivered as specified herein shall be deemed to have been given and received on the date personally delivered or on the date deposited in the U.S. mail or with the commercial overnight courier.

10. **GOVERNING LAW**: The laws of the State of Ohio shall govern this EULA, without regard to the conflict of laws principles thereof. The parties mutually agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not be applicable with respect to this EULA.

11. **JURISDICTION**: Any legal action brought concerning this EULA or any dispute hereunder shall be brought only in the courts of the State of Ohio, in the County of Cuyahoga, or in the federal courts located in such state and county. Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Hyland as a party, User agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise to take any and all reasonable actions to achieve Hyland's objectives of this provision.

12. **ENTIRE AGREEMENT**: This EULA (including the exhibits and schedules attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. This EULA may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct.

13. **U.S. GOVERNMENT END USERS**: The terms and conditions of this EULA shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this EULA, as stated in DFARS 227.7202, and the terms of this EULA shall supersede any conflicting contractual term or conditions.

IN WITNESS WHEREOF, the parties have duly executed this EULA.

| **Client Name Here** | **HYLAND SOFTWARE, INC.** |
|---|---|
| By:_____ | By:_____ |
| Print Name | Print Name |
| Title | Title |
| Date | Date |

EXHIBIT A
TO
EULA

Software licensed for use pursuant to the EULA:

1. Current Software licensed:

| Product Description | Product Code | Quantity |
|---|---|---|
| [TO BE ADDED] | | |

*2. Such additional modules of the OnBase® Information Management System with respect to which User properly submits a written purchase order to, and pays Software license fees to, Hyland or its authorized reseller. All such modules accurately listed on User's properly submitted written purchase order(s) shall, upon payment in full of the Software license fees, automatically be deemed to be added to the Software listed on this Exhibit A, whether or not the parties actually amend the form of this Exhibit A.*

3. All "Upgrades or Enhancements" to the Software described in paragraphs (1) and (2) above that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and Hyland or its authorized reseller.

*Payment of Software license fees:*

Unless and until Hyland notifies User in writing to the contrary, the Software license fees due and payable by User shall be mutually agreed upon by User and Hyland's authorized reseller from which User ordered the Software; User is authorized to make any and all payments of such Software license fees to such authorized reseller pursuant to such payment terms as User shall have mutually agreed to with such authorized reseller; and User agrees to pay such Software license fees and to make all such payments in accordance with such mutually agreed upon terms.

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

This Agreement is made and entered into this ___ day of _____, 2005, by and between Matrix Imaging, a Michigan Corporation with its principal offices at 2285 Franklin Road, Suite 222, Bloomfield Township, MI 48302 ("Service Provider"), and the company, person or entity executing this Agreement as the "Licensee" in the space provided below ("Licensee"):

RECITAL:

WHEREAS, Service Provider is an authorized reseller of Hyland Software, Inc. and has marketed to Licensee certain OnBase® Information Management System software modules of Hyland Software, Inc.;

WHEREAS, Licensee has licensed the specified software from Hyland Software, Inc. pursuant to the terms of an OnBase® End User License Agreement (as the same may be amended or modified from time to time, the "EULA"); and

WHEREAS, Licensee desires to obtain, and Service Provider is willing to provide, maintenance and technical support services for the specified software and the delivery of generally released upgrades and enhancements with respect to such software from Hyland Software, Inc.;

NOW, THEREFORE, the parties mutually agree as follows:

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

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

(b) Error. "Error" means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the current Documentation published by Hyland Software, Inc.

(c) EULA. "EULA" is defined in the recitals to this Agreement.

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

(e) Software. "Software" means (1) the current released version of the computer software licensed by Licensee from Hyland Software, Inc. under the EULA and as listed on Exhibit A attached hereto, and (2) at any time after Service Provider has delivered to Licensee a new version of such computer software as an Upgrade and Enhancement under this Agreement, the released version of such computer software last released

prior to the current released version; provided, that the Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Hyland Software, Inc. first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.

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

2. **MAINTENANCE AND SUPPORT SERVICES.**

(a) Generally. Service Provider shall: (1) use its commercially reasonable efforts to correct any properly reported Error(s) in the Software that are confirmed by Hyland Software, Inc., in the exercise of its commercially reasonable judgment; and (2) upon the request of Licensee, provide technical support and assistance and advice related to the operation and use of the Software by Licensee, or any problems with any of the foregoing. Service Provider shall undertake to report to Hyland Software, Inc. for confirmation any reported Errors promptly after receipt of proper notice from Licensee, in accordance with Section 4(c) of this Agreement and Service Provider's current Error reporting procedures. Service Provider shall perform services in an effort to correct confirmed Errors promptly after making such confirmation. Maintenance and Support Services generally will be available during the hours of 8 a.m. to 5 p.m., Eastern Standard Time, Monday through Friday, excluding holidays, or as otherwise provided by Service Provider to its end users purchasing continuing Maintenance and Support Services in the normal course of its business, by on-line modem, telephonically or both. Should Licensee experience an emergency situation outside of normal hours, Licensee may contact Service Provider 24 hours per day, 7 days per week, by calling Service Provider's regular telephone Maintenance and Support Services number and using Service Provider's after hours paging system. Service Provider's designated support engineer on call will contact Licensee regarding the emergency situation within a reasonable time (usually not more than 3 hours) after the page. Service Provider reserves the right to notify Licensee that it is making unauthorized (i.e., not in an emergency situation) or excessive use of after hours Maintenance and Support Services and to terminate the provision of such Services thereafter, unless Licensee pays Service Provider for such continued after-hours Services at the rate of $275 per hour (with a minimum charge of one hour per call). Licensee shall be informed at the time of a call if such call is considered an unauthorized or excessive use call and Licensee shall have the opportunity to terminate the call and delay Maintenance and Support Services until normal hours on the next business day. Licensee acknowledges and agrees that Service Provider and Hyland Software, Inc. require on-line access to the Software installed on Licensee's systems in order for Service Provider to provide Maintenance and Support

Services hereunder. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, a properly functioning modem and the appropriate communications software as specified by Service Provider; and Licensee shall establish and maintain, at Licensee's sole cost and expense, an adequate or dedicated connection with Service Provider and Hyland Software, Inc. to facilitate Service Provider's on-line Maintenance and Support Services.

(b) On-Site Services. Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis in accordance with Section 5(b), Service Provider may provide on-site Maintenance and Support Services at Licensee's facilities in connection with the correction of any Error(s) involving a mission critical function of the Software that is not functioning in a production environment. On-site Maintenance and Support Services will commence within such period of time after the request and submission of the requisite purchase order by Licensee, not to exceed five (5) business days, as the parties shall mutually agree upon.

(c) Improper Maintenance or Use. Service Provider is not responsible for providing, or obligated to provide, Maintenance and Support Services or Upgrades and Enhancements under this Agreement: (a) if the Software has been altered, revised, changed, enhanced or modified in any manner that was not authorized in writing in advance by Hyland Software, Inc.; (b) in connection with any Error if Service Provider (directly or through Hyland Software, Inc.) has previously provided corrections for such Error; (c) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software bundled with the Software by Hyland Software, Inc.), hardware or any system or networking utilized by Licensee; (d) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (e) if any party other than Service Provider or Hyland Software, Inc. has provided any services in the nature of Maintenance and Support Services to Licensee with respect to the Software.

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

4. **LICENSEE'S RESPONSIBILITIES.**

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

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

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

(d) Access to Premises and Systems. Licensee shall make available reasonable access to and use of Licensee's premises, computer hardware, peripherals, Software and other software as Service Provider deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. In addition, Licensee acknowledges and agrees that Hyland Software, Inc. may be retained by Service Provider to provide Error corrections or other Maintenance and Support Services directly to Licensee and, accordingly, Licensee shall provide such same access directly to Hyland Software, Inc. Such right of access and use shall be provided at no cost or charge to Service Provider or Hyland Software, Inc.

5. **FEES, PAYMENTS, CURRENCY AND TAXES.**

(a) Annual Maintenance Fees. Licensee shall pay to Service Provider annual maintenance fees in accordance with the Annual Maintenance Fee Schedule set forth as Exhibit A attached hereto, as the same may be changed from time to time by Service Provider upon written notice to Licensee. Licensee shall be required to submit a

purchase order for this Agreement, in the amount of the initial annual maintenance fees due hereunder, simultaneously with Licensee's submission of its purchase order for the license of the Software under the EULA. For the period of the first full twelve (12) months following the date Hyland Software, Inc. issues license codes for the Software to Licensee, Service Provider shall invoice Licensee for the initial annual maintenance fees simultaneously with Service Provider's invoicing of Licensee for the license fees associated with the licensing of the Software under the EULA. Thereafter, Service Provider shall invoice Licensee for subsequent annual maintenance fees at least forty-five (45) days prior to the end of the then-current term of this Agreement. In the event that any term of this Agreement for which annual maintenance fees are payable is a period of less than twelve (12) calendar months, the annual maintenance fees for such term will be pro rated based upon the number of calendar months in such period (including the calendar month in which such term of this Agreement commences).

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

(c) Incidental Costs and Expenses. Licensee shall be responsible for all incidental costs and expenses incurred by Service Provider in connection with the performance of this Agreement. Examples of incidental costs and expenses include, without limitation, all costs and expenses for tools, supplies, accessories, media and other expendables purchased or otherwise used by Service Provider, on-line connection charges and out-of-pocket expenses incurred at Licensee's request, including but not limited to travel, meals and lodging expenses for on-site Maintenance and Support Services. Service Provider shall invoice Licensee for all incidental costs and expenses hereunder.

(d) Payments; Remedies.

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

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

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

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

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

6. **LIMITED WARRANTY.**

(a) Limited Warranty of Services. Service Provider warrants that the Maintenance and Support Services shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance and Support Services fail to conform to this limited warranty, Licensee must notify Service Provider in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If, after such timely notice from Licensee, the Maintenance and Support Services in question are determined not to conform to this limited warranty, Service Provider's sole obligation, and Licensee's sole remedy, shall be for Service Provider to use commercially reasonable efforts to re-perform the nonconforming Services in an attempt to correct the nonconformity. If Service Provider is unable to correct such nonconformity after a reasonable period of time, Licensee's sole and exclusive remedy shall be termination of this Agreement in accordance with Section 8(b)(3)(B). This warranty specifically excludes non-performance issues caused as a result of any circumstances described in Section 2(c) or (d), incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

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

(c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6(a), SERVICE PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT SERVICES, ANY SOFTWARE OR ANY UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM

ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SERVICE PROVIDER DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. SERVICE PROVIDER DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

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

8. **TERM, RENEWAL AND TERMINATION.**

(a) Term. Subject to the early termination provisions of Section 8(b), the initial term of this Agreement (the "Initial Term") shall commence on the day that Service Provider issues to Licensee license codes for the Software modules licensed by Licensee under the EULA and shall expire on the first annual anniversary of such date; and, except as otherwise provided in Section 8(c)(3) below, the term of this Agreement shall be renewed: (1) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends; and (2) thereafter, annually on a calendar year by calendar year basis.

(b) Early Termination.

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

(2) By Service Provider For Cause. Service Provider shall be entitled to give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this Agreement, specifying the nature of such breach or non-compliance and requiring Licensee to cure the breach or non-compliance. If Licensee has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within (A) in the case of non-payment, any breach of Section 1 of the EULA or any breach of Section 3 of this Agreement, ten (10) calendar days after receipt of such written notice, or (B) in the case of any other breach or non-compliance, twenty (20) business days after receipt of such written notice, Service Provider shall be entitled, in

addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.

(3) By Licensee.

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

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

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

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

(c) Effect of Termination.

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

(2) Survival of Obligations. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 3 (as it relates to title and ownership), Section 5(e), Section 6(c), Section 7, Section 8, Section 10 and Section 11. No action arising out of this Agreement, regardless of the form of action, may be brought by Licensee more than one (1) year after the date the action accrued.

(3) Reinstatement of Agreement. In the event of the termination of this Agreement by Licensee under Section 8(b)(4)(C) (Non-Renewal), Licensee may at any time after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 8(c)(3). To obtain reinstatement, Licensee shall deliver written notice to such effect to Service Provider, together with payment in full of: (A) annual maintenance fees, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for all periods (as determined under Section 8(a) as if the Agreement had not been terminated under Section 8(b)(4)(C)) that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (B) an amount equal to one hundred ten percent (110%) of the annual maintenance fee, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for the renewal term of this Agreement commencing on the effective date of such reinstatement. Any reinstatement under this Section 8(c)(3) shall be effective as of the first business day after Service Provider has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal term commencing with the effective date of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter the term of this Agreement shall be renewed: (i) at the end of such first renewal term, for a period from the first day after the end of such first renewal term through December 31 of the calendar year in which such first renewal term ends; and (ii) thereafter, annually on a calendar year by calendar year basis.

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

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

10. **NOTICES.** Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

11. **GENERAL PROVISIONS.**

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

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

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

(d) Integration. This Agreement, including any and all exhibits and schedules referred to herein or therein set forth the entire agreement and understanding between

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

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

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

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

(h) Third Party Beneficiary. Licensee and Service Provider acknowledge and agree that Hyland Software, Inc. is an express third party beneficiary of this Agreement and shall be entitled to enforce this Agreement to the full extent of the law as if Hyland Software, Inc. were a party hereto. Hyland Software, Inc. shall be afforded all remedies available to any party to this Agreement under the terms hereof or under applicable law.

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

(j) Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be adequate for Service Provider's protection and, accordingly, Service Provider shall have the right to obtain, in addition to any other

relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

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

| | |
|---|---|
| _Client Name Here_____ | _Matrix Imaging_____ |
| Print Name of User Organization | Service Provider |
| Business Address: | |
| _____ | |
| _____ | |
| _____ | |
| By: _____ | By: _____ |
| Print Name: _____ | Print Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Matrix Imaging

## Exhibit A

| SOFTWARE MODULES | ANNUAL MAINTENANCE FEES |
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