



Specify Data Migration Agreement

This Migration Service Agreement (Migration Agreement) is made and entered into by and between Specify Collections Consortium (SCC) and the Customer for the purpose of migrating Customer's data (Collection Data) from Customer's current data platform (Source Data) into Specify Software. This Migration Agreement is an amendment to any Agreement between Customer and SCC.

Project Scope

SCC will perform migration services for Customer (Migration Project), as outlined in this Migration Agreement and the Data Migration Scope (DMS). The SCC and Customer shall agree on a Migration Workplan within a specified time period after the Migration Agreement has been activated. This shall serve as the entire scope for the Migration Project (Migration Project Scope) to which SCC commits under the terms of this Migration Agreement.

Migration Workplan

The Migration Workplan specifies how the SCC will accomplish the Data Migration defined in the DMS. The Customer and the SCC will agree on the parameters of the Migration Workplan within a specified time after the Migration Agreement has been signed. The Migration Workplan will include the following, for each database:

- Collections to be included in each;
- Division of data within the hierarchical structure Collections, Disciplines, Divisions, and Types, to be defined and populated by the Source Data;
- Mapping between the Source Data and Specify schema;
- Collecting Event relationship to Collection Object;
- Paleo Context relationship to Locality, Collecting Event, or Collection Object;
- Existence and definition of Collection Relationships;

- Formatting for dates and Identifiers;
- Approximate completion dates for data migration steps, including expected response time for Customer approval or feedback;
 - SCC response to Customer feedback will naturally push following dates forward.
 - Inaccurate or incomplete configuration requirements may result in Additional Fees.

Price and Time Estimate

Customer agrees and acknowledges that Data Migration Fee and Time estimate may be increased during the course of Migration Project in the event Migration Project requirements exceed the specifications allowed for in Migration Project Scope. This can result from underestimation of labor and/or complexity including but not limited to:

- Unexpected large volumes of Migrated Data;
- Undiscovered data complexity or inconsistency;
- Undisclosed workflows;
- Delays in:
 - Source data availability
 - Customer feedback and/or approvals
 - Other unforeseen delays
- Unique technical requirements

Should the Customer decide to terminate the Migration Project at any point during the project, all agreed upon fees shall still be due and payable to SCC.

Customer Project Responsibilities

In addition to responsibilities set forth in the DMS, Agreement, or any amendment thereto, Customer agrees and acknowledges that Customer shall:

- Cooperate and provide reasonable assistance during Migration Project and/or as reasonably requested by SCC;
- Designate a Point Person for receipt of any and all of SCC's operational communications regarding Migration Project and transmission of Customer's

Migration Project decisions, information, approvals, and/or acceptance; provide prior written notice of any Point Person change, and to use reasonable efforts to minimize any such change;

- Provide the complete dataset to be converted before the Migration Project begins.
 - Clean and standardize data before providing it to SCC for migration;
 - Provide a list of all standardized values requested for controlled vocabularies;
- Refrain from making change(s) and/or revision(s) to any Migrated Data during Migration Project, with the exception of modifications agreed upon by the SCC and Customer;
- Participate in creating a Migration Plan specifying the Data Mapping and configuration details for the finished Migrated Data;
- Understand and accept that Additional Fees may apply if Customer changes the configuration requirements stipulated in the Migration Workplan (including but not limited to: data mapping, data relationships, database configuration, form layout) of the Migration Agreement;
- Promptly and thoroughly test Migrated Data;
- Report any and all errors to SCC discovered during testing, including instructions to demonstrate how the error can be reproduced and, if applicable, visual examples (i.e. screenshots) of such;
- Understand and acknowledge that should Customer fail to promptly/thoroughly complete migration testing responsibilities, a complete re-migration may be required, for which Customer will have to pay Additional Fees;
- Understand and accept that Additional Fees may apply if Customer requires SCC to resolve user errors;
- Understand and accept that SCC's responsibilities and obligations as set forth herein are dependent upon, among other things, the accuracy, assumptions, and representations made by Customer, the timeliness of Customer's decisions, and the timeliness of Customer's performance of Customer's responsibilities and obligations;

SCC's nonperformance shall be excused if such nonperformance stems from Customer's failure to perform Customer's responsibilities and/or obligations, both express and implied, as set forth herein. Customer agrees and acknowledges that in the event of Customer's failure to perform, SCC has NO DUTY to incur additional costs (including

but not limited to labor and software/hardware costs) in performing its obligations under the Agreement or investigate Customer's failure to perform. Should Customer fail to perform, Customer agrees to pay SCC the estimated cost set forth in the DMS and acknowledges and agrees that this is fair and reasonable.

SCC Project Responsibilities

In addition to responsibilities set forth in the DMS, Agreement, or any amendment thereto, SCC agrees and acknowledges that SCC shall:

- Request, obtain, and verify Source Data access according to Migration Assessment Plan specifications;
- Set up Migration Instance for data verification;
- Oversee and administer Migration Project;
- Set up a project management board and provide access to Point Person;
- Set up and reconfigure Migrated Data, according to Migration Project Scope, and restore on Migration Instance;
- Perform cursory initial review of Migrated Data;
- Provide an estimated timeline and Migration Workplan for Migration Project;
- Provide Customer the opportunity to thoroughly test and verify operating functionality of Migrated Data;
- Provide a complete Specify backup, including all data and configuration files required for a fully functional, fully populated instantiation on the Specify Cloud or a Customer-hosted server.

SCC will make every effort to allow continuous access to Migrated Data during the Migration Project, but downtime for the Migration Instance during the Migration Project should be expected. Customer will not modify Source or Migration Instance data during the Project unless agreed upon in advance.

SCC migrates data as is. SCC is not responsible for errors or inconsistencies in the data.

Data Ownership

The SCC makes no claim of ownership to Customer collection data and will not use or distribute such data without express written permission of Customer.