Managed Services Schedule

Managed Services; Add-On Managed Services

Hyland will provide to Customer Managed Services during an initial term that shall begin on the Subscription Start Date and continue through the Subscription End Date (the "Initial Term"), as set forth on the Order Form within which this Managed Services Schedule is incorporated (the "Order Form"). As used herein, "Managed Services" shall mean the services described under the heading in the service level offering table below (Operate, Enhance or Expand) that corresponds to the service level selected by Customer and set forth on the Order Form. Descriptions of the services included within each service level offering are provided in **Appendix 1** and are provided as follows:

- The Managed Services shall be specific to Customer's existing Software solution(s);

- Managed Services will support the number of products and environments noted on the Order Form. Hyland's involvement may range from owning specific tasks to consultation only;

- All services will be performed remotely;

- Services will be provided in English only;

- Services will be provided during Standard Business Hours defined as 8:00 a.m. to 6:00 p.m. Customer's local time zone Monday through Friday, in Customer's designated primary location; and

- Resources assigned to perform the Services may be employees or agents (including third party contractors) of Hyland Software, Inc. or its' subsidiaries located in other countries. Such resources may have access to Customer's data and Customer consents to such access and, to the extent applicable, waives any restrictions in the Underlying Agreement (as defined in the Order Form, if applicable) prohibiting the use of such resources or access to Customer's data as needed to perform the Services.

Add-On Managed Services are described in **Appendix 2**. Customer may purchase Add-On Managed Services by designating on the Order Form those Add-On services it requires.

Service Level Offerings

Please reference the Order Form for a description of the service level offering selected for purchase.

Services	Operate	Enhance	Expand
Defined Service Level Objectives (SLOs)	Included	Included	Included
Service Desk	General	Designated	Designated
Service Delivery Manager	Designated	Designated	Designated
Monthly Activity Report	Included	Included	Included
Administration	Included	Included	Included
Configuration Management Database Document	Included	Included	Included
Solution Design Documentation	Included	Included	Included
Quarterly Sponsor Review		Included	Included
Long-Term Release Management		Included	Included
Strategic Workshop		Included	Included
Expansion Management			Included
Incident	Review Response Resolution	Review Response Resolution	Review Response Resolution
Change	Review Response	Review Response Resolution	Review Response Resolution
Release	Review Response	Review Response Resolution	Review Response Resolution
Problem	Review	Review Response Resolution	Review Response Resolution

Assumptions

Managed Services are based upon the below limitations and assumptions being true. If for any reason these assumptions are not true, this could result in a scope change and may have an impact on Hyland's ability to provide the Managed Services, as well as the proposed cost and timeline to deliver such services:

1. Resources assigned to perform the Services may be employees or agents (including third party contractors) of Hyland Software, Inc. or its' subsidiaries located in other countries. Such resources may have access to Customer's data and Customer consents to such access and, to the extent applicable, waives any restrictions in the Underlying Agreement (as defined in the Order Form, if applicable) prohibiting the use of such resources or access to Customer's data as needed to perform the Services;

2. Hyland will coordinate normally scheduled vacation and holiday absences with Customer in advance of those absences. Hyland will notify Customer when a given resource is unavailable due to sickness;

3. Reference to business day equates to standard workweek of Monday through Friday;

4. Customer is aware that Managed Services are intended to assist with specific requests for assistance, and shall not be used to support in-depth or ongoing project activities, unless planned for in advance and mutually agreed in writing. Requests for Professional Services that do not constitute Managed Services shall be provided under a separate mutually agreed upon and executed services proposal or a change order executed by the parties pursuant to the Project Change Control Process described below; and

5. Customer understands Managed Services are intended to supplement Customer's needs beyond standard technical support. General Software related questions, such as requests for downloads, documentation, or to report issues, will be subject to follow standard technical support.

Exclusions

The following items are not covered under Managed Services:

1. Consultation, expertise and/or support of third-party software or hardware;

2. Services to support Customer end users (including, but not limited to, manual password resets, taking support calls from users, end user training), unless otherwise agreed to by Hyland.

3. Replacement for general Technical Support or Global Cloud Services Support;

4. Custom scripted elements and custom development, unless Customer has purchased the Custom Scripting Enhancement/Development Add-On;

5. Direct database modifications;

6. Full project lifecycle management; and

7. Full project delivery utilizing Hyland's formal project methodology in any form.

Service Initiation and Sample Timeline

Promptly following the beginning of the Initial Term, Hyland will perform the following services to prepare for full-service activation.

The following is provided as a recommended timeline and approach for planning purposes only:

1. Week one (1) of service:

    A. Hyland will provide a Service Delivery Manager to conduct an initial kickoff with Customer to review the selected Managed Services;

    B. Hyland and Customer will review guidelines and complete the Managed Services Runbook as part of service

activation. These activities include:

     i. Review the roles and responsibilities of Customer and Hyland;

     ii. Review with Customer Managed Services engagement practices;

     iii. Identify responsible Customer personnel, including who is authorized to request and/or approve changes, and utilize services described herein;

2. Weeks two (2) to four (4) of service:

    A. Review Change and Release practices;

    B. Review access and security policies, and/or other Customer considerations;

    C. Review how to contact Hyland for assistance and escalation processes;

    D. Review requirements for connection to Customer's Software solution by Hyland;

    E. Review standard notification procedures;

    F. Review Customer's current environment and solution configuration to gain understanding of existing Software solution;

    G. Introduce Customer to, and begin constructing the Runbook and Solution Design Documentation (SDD);

    H. Hyland and Customer continue building Runbook and SDD for purposes of storing in the Configuration Management Database (CMDB);

    I. Initial draft of Runbook and SDD should be complete by end of week four (4);

    J. If Enhance or Expand, Hyland works with the customer to schedule and plan for a Strategic Workshop;

3. Weeks five (5) to six (6) of service:

    A. Complete the Runbook, SDD and CMDB;

    B. Hyland will also provide customer access to a Hyland provided and maintained Configuration Management Database (CMDB) platform.

4. Weeks seven (7) to eight (8) of service:

    A. Full-service activation begins.

Initiating Service Requests and Change Requests

1. Customers shall communicate Service Requests and/or Change Requests to the Service Desk by opening an "Issue" via the Hyland Community Customer Project Portal;

2. Unless explicitly identified, all Service Requests and Change Requests must be reported directly to the Service Desk and cannot be communicated through any indirect means. Any indirect communicated Service Requests and Change Requests are not subject to the obligations as defined in the Service Level Objectives;

3. Customer personnel contacting the Service Desk must be authorized to do so as identified by the Service Delivery Manager upon Service Initiation in the Runbook;

4. The Service Desk will not respond to requests from non-authorized personnel; and

5. Customer personnel authorized to contact the Service Desk must be qualified to interact on a technical basis at a level required to support the existing Hyland solution (see Customer Obligations).

6. Resolution for Service Requests and Change Requests are as follows:

A. Service Request resolution activity will be performed by Hyland and Customer at a mutually agreed upon time upon Review and Response of the Service Request;

    i. Hyland and Customer will mutually agree when functionality is materially restored, or a recommendation is made to the Customer to remediate the Service Request;

B. Any Change Request for off-hours maintenance windows, extended involvement such as blocks of time of eight (8) hours or more, or other activities requested to be performed by Hyland, must be requested and scheduled 72 hours in advance;

7. Customer must respond to the Hyland Service Desk in a timely manner for the purposes of resolving an open issue. If Customer fails to respond after two (2) attempts by Hyland to contact and coordinate with Customer, Hyland will close the case.

Elective Service Change Requests

Operate Service Level

Operate service level provides the following in relation to Elective Service Change Requests:

1. Hyland will review all submitted Elective Change Requests from a Customer;

    A. Hyland will provide a response to all submitted Elective Change Requests limited to the following:

    B. Suggested module usage to satisfy a business requirement or use case

    C. Training in module configuration to qualified individuals (such as a designated System Administrator)

    D. Suggested software configuration to satisfy a business requirement or use case

2. General consulting in relation to business requirements or use cases

3. Hyland will not perform configuration tasks, testing or migration to production of Elective Service Changes for the Customer at the Operate service level;

4. Hyland will not perform end-user training;

5. Requests for additional Professional Services that do not constitute Managed Services may be provided under a separate mutually agreed upon and executed services proposal or a change order executed by the parties pursuant to the Change Control Process.

Enhance / Expand Service Levels

Enhance and Expand service levels provide the following in relation to Elective Service Change Requests:

1. Customer will receive an account balance of up to fifty (50) Elective Service Change Requests per twelve (12) month period, to be managed in the following manner:

    A. All Elective Service Change Requests will be charged a minimum of one (1) change per request;

    B. Unused Elective Service Change Requests will not be rolled over into any subsequent period or renewal term;

    C. Hyland will evaluate all Elective Service Change Requests to determine work effort associate to the request;

        i. Hyland reserves the right to charge multiple change requests from the account balance for requests which encompass multiple component changes;

        ii. Hyland reserves the right to recommend a separate Professional Services engagement for requested changes which are determined to exceed the available balance of change requests for work which are not typically addressed by the managed services delivery team (such as

Software conversions);

D. In a single month, Customer may submit Elective Service Change Requests that total no more than twenty (25) percent of the total annual Elective Service Change Requests allotment;

E. Elective Service Change Requests are scheduled services subject to mutually agreed upon timelines;

F. Hyland will prioritize all Elective Service Change Requests received from the Customer and will determine the order of changes to be scheduled and completed;

G. Hyland will provide a monthly report of Elective Service Change information that will include the following information:

    i. Opening balance

    ii. Credits

    iii. Debits

    iv. Remaining balance

2. Hyland will make reasonable efforts to respond to Emergency Change Requests as priority requests, utilizing available resources on an as-needed basis, which may be different from normally designated resources;

3. Customer is responsible to provide sufficient business requirements and/or use cases in order for Hyland to perform Elective Service Change Requests. Hyland reserves the right to close Elective Service Change Requests if insufficient details are provided by the Customer or Customer is non-responsive to requests from Hyland for additional information or participation;

4. Hyland will train qualified, designated representatives from the Customer on newly deployed functionality. However, it is the responsibility for the Customer to train all end-users; and

5. Requests for additional Professional Services that do not constitute Managed Services may be provided under a separate mutually agreed upon and executed services proposal or a change order executed by the parties pursuant to the Change Control Process.

Service Level Objectives (SLO)

Characteristic	Definition	Service Level Objective (SLO)	
System Outage	The primary business function is stopped with no redundancy or backup. The Customer determines the issue as critical. Deemed as an error that causes total or substantial Software failure, which means the Software is down and Customer is unable to access the Software in any way within their production environment.	Additional Description	Customer is responsible to submit a Technical Support Case via Hyland Community or contacting Technical Support: https://community.hyland.com/customer-portal/wiki/hyland-support/technical-support-phone-numbers Upon receiving notification from Customer, Hyland's Technical Support will assess the Priority Level and follow the Customer's Technical Support protocols.
		Service Level Credit	Not applicable
Incident and Service Request	A non-critical business function is degraded. Service Desk will begin Review of the Incident or Service Request within one (1) hour of reported impact during normal business hours. If reported off-hours, the Service Desk will begin actively working within one (1) hour of the next business day. Hyland and the Customer will commit the necessary resources to resolve the situation within normal business hours.	Measurement Window	One (1) Month
		Expected Service Level	Less than one (1) cumulative miss (Review) in each measurement window
		Minimum Service Level	Less than five (5) cumulative misses (Review) in each measurement window
		Calculation	The actual number of Incidents or Service Requests that have a Review time greater than one (1) hour in each calendar month.
		Additional Description	Incident and Service Requests as recorded by Hyland are used to determine the number of Service Requests responded to. Incident and Service Requests created at an inappropriately identified characteristic level will be closed and excluded from the calculation.
		Service Level Credit	Seven (7) percent of monthly contract value.
Change Request	Service Desk will begin Review of the submitted Customer	Measurement Window	One (1) Month
		Expected Service Level	Less than one (1) cumulative miss

Change Request within one (1) business day, during normal business hours. If reported off-hours, the Service Desk will begin actively working the next business day.		(Review) in each measurement window
	Minimum Service Level	Three (3) cumulative misses (Review) in each measurement window
	Calculation	The actual number of Change Requests that have a Review time greater than one (1) business day, during normal business hours in each calendar month.
	Additional Description	Change Requests as recorded by Hyland are used to determine the number of changes in each calendar month. Requests created missing pertinent information to complete the change will be closed or excluded from the calculation.
	Service Level Credit	Five (5) percent of monthly contract value.

1. Enforcement of SLOs will begin in the third (3rd) month following full-service activation, as described in the Section above entitled "Service Initiation and Sample Timeline."

2. Hyland will measure and report performance of the SLOs and Hyland's performance against SLOs on a monthly basis;

3. Customer acknowledges and agrees that Service Level Credits shall not be deemed to be payment for any damages or loss rather shall be used as credits to offset fees due to Hyland; provided, however, that Service Level Credits shall be deemed the sole and exclusive remedy for Customer in connection with failure to meet any Service Level;

4. Service Level Credits will be paid as a credit against Hyland's then current invoice to Customer during the next billing cycle after which the associated Service Level failure occurred;

5. Customer may, at its sole discretion, decline recovery of Service Level Credits on a case-by-case basis, but Service Level Credits may not be combined with any potential future Service Level Credits;

6. Service Level Credits cannot be carried forward into renewal terms;

7. Customer must notify Hyland in writing within thirty (30) days following the end of the month during which the services were provided stating the amount of service fees Customer has requested to be credited;

8. Any credit paid by Hyland to Customer (up to the limits stated above) applies only to the next billing cycle and will constitute Customer's sole and exclusive remedy;

9. Any Service Level failure due to any of the exclusions listed below shall not be included in the measurement of Hyland's performance against the applicable Service Level:

   A. Scheduled maintenance windows, critical maintenance and customer requested maintenance downtime for the impacted services.

   B. Any event outside of Hyland's control, including but not limited to the following events:

      i. Emergency maintenance activities approved by Customer;

      ii. Work performed specifically at Customer's request and direction which directly impacts the availability of the Service;

      iii. Problems with Customer's infrastructure, applications, and/or data either provided by the Customer or provided by the Customer's vendors;

      iv. Other activities the Customer directs, denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against or failure of third parties, and other force majeure items; and

      v. Lack of availability or untimely response time of Customer to respond or assist to incidents that require its participation for source identification and/or resolution, including meeting Customer's responsibilities for any prerequisite services or failure of Customer to provide appropriate maintenance on components.

Customer Obligations

To facilitate Hyland's delivery of Managed Services, Customer agrees, at a minimum, to the following obligations. The parties acknowledge and agree that failure to meet the responsibilities noted will affect project duration, cost and/or quality in the execution and completion of Managed Services.

Customer Personnel

1. Customer will assign a sponsor/manager, who is the final escalation point for all issues and decisions:

2. The sponsor/manager will ensure that the appropriate Customer personnel are assigned and made available, when necessary;

3. The sponsor/resource will manage all customer obligations as defined within this Services Proposal; and

4. The sponsor/manager will coordinate all key departmental decision makers, technical experts, subject matter experts, end user representatives and third-party software application resources.

5. Customer resource(s) requesting assistance must have a working knowledge of Software as well as the overall solution and environment, typically the designated Software administrator/owner;

6. Customer will engage the appropriate business process owners and subject matter experts, who are thoroughly knowledgeable about the current business practices in their respective areas and who are capable of performing their assigned project roles;

7. Customer will provide vendor resources, interface specialists, technical experts, and/or subject matter experts deemed necessary for third party system(s) with which Software will integrate or from which content will be migrated;

8. Customer will notify Hyland of Customer personnel changes to the extent personnel changes impact the performance of Hyland's obligations under this Services Proposal;

9. Customer personnel contacting the Service Desk must be authorized to do so as defined in Services Initiation by the Service Delivery Manager, and qualified to interact on a technical basis at a level required to support the Software solution;

10. Customer is specifically prohibited from assigning or using any Resource in a manner which violates the terms of Customer's license to Software; and

11. Customer must respond to the Hyland Service Desk in a reasonable timely manner for the purposes of resolving an open case. If after two (2) attempts by Hyland to contact and coordinate with Customer, and the Customer is non-responsive to such attempts, Hyland will close the case accordingly.

Software and Network Environment

Hyland will review with Customer the requirements for establishing connectivity and access to the Hyland Software solution.

1. Customer is responsible for taking the appropriate actions to enable connectivity and access to the Customer's environment, whether on-premises or hosted, for Hyland in a timely manner in advance of the start of the Initial Term.

2. Customer is responsible for providing proper credentials for Hyland to access the Software solution;

3. Customer will ensure the necessary remote access for Hyland resources;

4. Customer will manage third party application setup (i.e. installation, configuration), testing, training, and go- live support related to integration(s) with Software;

5. Customer will package and deploy all Software clients, unless otherwise mutually agreed to; and

6. Customer will deploy all supporting Software client hardware (e.g. scanner, signature device) and related third party software (e.g. drivers, licenses) required for the Software solution.

Non-Solicitation; Non-Hire

During the term of this Schedule and for one (1) year after the expiration or termination of this Schedule, neither Customer nor Hyland will:

(a) solicit for employment or for engagement as an independent contractor for the soliciting party or for any other third party a person who is or was an employee of the other party, or otherwise encourage or assist any such person to leave the employ of the other party for any reason, in each case at any time during such person's employment by the other party or within one year (1) after such person

has ceased to be an employee of the other party; or

(b) hire or engage, directly or indirectly, as an employee or independent contractor a person: (i) with whom the hiring party had contact or who became known to the hiring party in connection with this Schedule; and (ii) who is or was an employee of the other party, in each case at any time during such person's employment by the other party or within one year (1) after such person has ceased to be an employee of the other party.

Each violation of this provision by a party entitles the other party to liquidated damages (not a penalty) in an amount equal to the greater of: (i) $50,000.00, or (2) 100 percent of the employee's annual earnings immediately prior to leaving the other party's service, and, in either case, all costs associated with the collection of such liquidated damages, including, but not limited to, reasonable attorneys' fees. A general advertisement or a request for employment that is initiated exclusively by an employee of the other party shall not be considered a solicitation pursuant to Section (a). The parties agree that this provision survives the termination of this Schedule.

Change control process

Requested changes to this Schedule will be managed using the Change Control Process outlined below.

If any party believes that a change to this Schedule is warranted, the party shall issue a Change Request in writing. The Hyland and Customer project teams will review the Change Request, determine the impact, and attempt to agree to the change(s). Once the change(s) are agreed upon, Hyland will provide a formal Change Order to Customer outlining the change in Professional Services, the impact on hours, resources, timeline and/or cost.

Customer and Hyland will fully execute each mutually agreed upon Change Order prior to the requested changes taking effect. Customer and Hyland acknowledge that this may affect Professional Services, timelines and deliverables, and therefore will make reasonable efforts to execute any changes to this Schedule with enough lead-time to minimize the influence on the project. No Change Order is binding upon the parties until it is executed by both parties.

Term and Termination

The Initial Term of this Managed Services Schedule shall begin on the Subscription Start Date set forth in the Order Form and continue through the Subscription End Date set forth on the Order Form.

Unless otherwise specified herein, after the Initial Term, this Managed Services Schedule will renew automatically, at the then current service level, for periods equal to the Initial Term (each, a "Renewal Term"),unless either party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then-current Initial Term or Renewal Term, as applicable.

Following expiration of the Initial Term (or applicable Renewal Term), Hyland may increase the fees for any Renewal Term up to ten (10) percent of the items described in the Service Order Summary, and each subsequent Renewal Term thereafter. At such time, Hyland will provide an updated renewal invoice with the updated fees.

Customer may terminate the Managed Services at any time and for any reason upon at least thirty (30) days' prior written notice to Hyland; provided, however, that unless Hyland has breached its obligations to perform the Managed Services and such breach is the cause of such termination, Customer shall be responsible for paying all fees or amounts which would have been due and payable during the balance of the then-current term, as if Customer had not terminated the subscription. All prepaid fees are non-refundable.

Appendix 1 – Managed Services Definitions

Services	Description
Service Desk	Responsible for coordinating the management of Service Requests and Change Requests created by the Customer. Such resources that Hyland, in its direction provides to Customer may be designated but not dedicated solely to the Customer and may change based on general resource availability. Customer will initiate any such Service Requests and Change Requests to Hyland via Hyland Community.
Service Delivery Manager	Primary Hyland resource responsible for overseeing the successful delivery of Managed Services. Primary responsibilities include: 1. Oversees coordination and management of day-to-day operational aspects of client's managed services environments; 2. Leading the service delivery, managing conflict, and ensuring the team's processes and tasks are carried out efficiently; 3. Escalate Service Requests and/or Change Requests as needed; and 4. Prepare and facilitate Monthly Activity Report(s) and Quarterly Business Review(s), as applicable; and 5. Services will be provided in English.
Monthly Activity Report	Means reporting services, which Hyland will provide, including: 1. Summary of work and tasks completed; 2. Upcoming work, known issues or risks; 3. Summary of outstanding Service Requests and/or Change Requests; and 4. Other reporting details as requested, to provide clear communication paths and to summarize monthly activity.
Administration	Means services provided under the direction and supervision of the Customer, which may include: 1. Performing recurring activities to ensure stability and availability of Software and solutions; 2. Responding to business needs to create, modify or delete user accounts for existing security groups within the Software; 3. Help maintain non-production environments for testing, training, and/or issue resolution; 4. Respond to questions concerning product capabilities; 5. Maintain a more detailed understanding of the Customer's environment solutions deployed within Software; 6. Analyzing solution performance trends; and 7. Executing solution optimization tasks.

Services	Description
Configuration Management Database Document	Document describing database used by Hyland to store information about hardware and software assets to ensure consistency in configuration management and shared knowledge of Customer's Software solution.
Solution Design Documentation	Documentation used in maintaining information pertaining to the design of the Customer's Software solution. Hyland is responsible for maintaining updated Solution Design Documentation based on changes made to Customer's solution.
Quarterly Sponsor Review	Every ninety (90) days Hyland will conduct a review with sponsors from each organization to maintain alignment around key metrics and assess customer experience. This ongoing and collaborative review is intended to allow concerns and feedback to be heard early and often, allowing time for any necessary corrective actions.
Long-Term Release (LTR) Management	A designation given to certain Enhancement Packs (EP), generally once per year, to identify the builds Hyland will support for the longest duration according to Hyland's Technical Support policies. EPs generally include enhancements, fixes and security updates provided to Customers multiple times per year. Within Managed Services, Customer has access to use Managed Services for one (1) LTR Release annually for the number of products defined in the Order Form, using Hyland's recommended approach through Managed Services.
Strategic Workshop	Provides one (1) annual engagement designed to help Customer discover the top priorities and deliver a 12-month action plan to achieve quick wins that may drive changes to the Software solution.
Expansion Management	Provides Customer the ability to expand the existing Software solution beyond the scope of the existing business process, delivered by a Hyland resource(s). This includes the ability to implement one (1) expansion workstream. Such services shall consist of technical work only, using existing Software based configuration, and shall exclude any custom development or scripting. These services shall be governed by Customer's project management.
Incident	Is defined as an unplanned interruption to Software or solution or reduction in the quality of the Software. For the purposes of Managed Services, Incidents are defined as System Outages or a Service Request which: 1. Affects a business line and causes serious interruption to business activities and must be resolved with urgency; and 2. Customer and Hyland determines is critical.
Problem	Is defined as a cause, or potential cause, of one or more Issues. Hyland will perform a quarterly review of historical Issues to support the identification of underlying causes of issues through in-depth investigation. This focuses on root cause analysis and review of recurring Issues to improve outcomes and performance.

Services	Description
Incident	Is defined as an unplanned interruption to Software or solution or reduction in the quality of the Software. For the purposes of Managed Services, Incidents are defined as: System Outage: 1. The primary business function is stopped with no redundancy or backup. The Customer determines the case as critical; 2. Deemed as an error that causes total or substantial Software failure, which means the Software is down and Customer is unable to access the Software in any way within their production environment; and 3. Customer is responsible to submit a Technical Support Case via Hyland Community or directly contacting Technical Support through standard operating procedures. Service Request: 1. Commonly referred to as Move, Add, Change or Deletions (MACDs) and are best- defined as: i. Routine, day-to-day administrative tasks required to support the Software solution; ii. A non-critical business function is degraded; and iii. There is no total or substantial Software failure, Software is usable except that an error or issue may present an inconvenience or prevents a feature or functionality from working as intended. 2. There are no limitations on the number of Service Requests submitted during the Term; 3. All Service Requests must be created through Hyland Community as a Case.
Problem	Is defined as a cause, or potential cause, of one or more Cases. Hyland will perform a quarterly review of historical Cases to support the identification of underlying causes of issues through in-depth investigation. This focuses on root cause analysis and review of recurring Cases to improve outcomes and performance.
Change	Changes are categorized on type of Change Requests. Changes are any addition (installation), modification or removal of anything that has an effect on existing Software or solutions. For any requested Changes, Customer is responsible to submit a Change Request via Hyland Community as an Issue. For the purposes of Managed Services, Changes are defined as: 1. Standard Change: i. Recommended change that may be a result of Incident or Problem; and ii. May be completed pro-actively by Hyland on behalf of Customer to resolve an Incident or Problem. 2. Elective Change: i. Is often the result of business requirements or changes in the Customer Software solution at the request of the Customer; ii. Are not the result of Incidents and Problems;

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iii. Are scheduled services that the Customer must request and schedule 72 hours in advance; and

iv. Subject to review by Hyland if work effort for Change Resolution is greater than eight (8) hours.

3. Emergency Change:

i. Defined as urgent changes that may present high risks, such as application downtime, if not addressed promptly. For example, security threats, employee termination requests or power outages.

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Release	Management of incremental software, documentation, processes or other component upgrades required to move from one software component version to another. As part of any Release update process, the Service Desk will review the impact and urgency to the Customer against the existing Software solution. Component Software updates that are Customer requests for the purpose of obtaining additional features or functions are considered discretionary and are handled as an Elective Change . Component software updates to remediate Service Requests are handled as part of Incident Resolution.
Review	An evaluation of an Incident, Problem, Change or Release created by Customer and sent to Hyland for review and comment. The purpose of a Review is to evaluate a component and propose a Response for potential resolution or closure.
Response	Hyland actively engages in identifying root cause and makes recommendation(s) for how to correct.
Resolution	Hyland receives/produces a response resolution plan and acts to implement said response. A Resolution is complete when functionality is materially restored, or a recommendation is made to the Customer to remediate a Service Request or Change Request. If a configuration change is required to resolve an issue or implement a Change, the Service Desk will follow the change management practices established with the Customer.

Appendix 2 - Description of Add-Ons

The following Add-On Managed Services are available, if applicable.

Add-Ons Available
Custom Script Enhancement(s) and/or Development Blocks
Additional Elective Service Change Blocks
24/7 Extended Coverage
Offshore Exclusion

Custom Script Enhancement(s)/Development Requests

1. Customer will be entitled to a quantity of Custom Script Enhancement(s)/ Development Requests designated by Hyland for use during the Initial Term (with each quantity, as specified on the Order Form, being comprised of five requests), which will be managed in the following manner:

    A. All Custom Script Enhancement(s)/Development Requests will be charged a minimum of one (1) change per request;

    B. Unused Custom Script Enhancement(s)/Development Requests will not be rolled over into any subsequent period or renewal term;

    C. Hyland will evaluate all Custom Script Enhancement(s)/Development Requests to determine work effort associated with the request;

        i.   Hyland reserves the right to charge multiple change requests from the account balance for requests which encompass multiple component changes;

        ii. Hyland reserves the right to recommend a separate Professional Services engagement for requested changes which are determined to exceed the available balance of change requests for work which are not typically addressed by the managed services delivery team (such as Software conversions);

    D. In a single month, Customer may submit Custom Script Enhancement(s)/Development Requests that total no more than twenty-five (25) percent of the total annual Custom Script Enhancement(s)/Development request allotment;

    E. Custom Script Enhancement(s)/Development Requests are scheduled services with mutually agreed upon timelines;

    F. Hyland will prioritize all Custom Script Enhancement(s)/Development Requests received from the Customer and will determine the order of changes to be scheduled and completed; and

    G. Hyland will provide a monthly report of Custom Script Enhancement(s)/Development Request information

that will include the following information:

  i. Opening balance;

  ii. Credits;

  iii. Debits; and

  iv. Remaining balance.

2. Hyland will make reasonable efforts to respond to Emergency Custom Script Enhancement(s)/Development Requests as priority requests, utilizing available resources on an as-needed basis, which may be different from normally designated resources;

3. Customer is responsible to provide sufficient business requirements and/or use cases in order for Hyland to perform Custom Script Enhancement(s)/Development Requests. Hyland reserves the right to close Custom Script Enhancement(s)/Development Requests if insufficient details are provided by the Customer or Customer is non-responsive to requests from Hyland for additional information or participation; and

4. Hyland will train qualified, designated representatives from the Customer on newly deployed functionality. However, it is the responsibility for the Customer to train all end-users.

Additional Elective Service Change Requests

Hyland will provide additional quantities of Elective Service Change Requests (with each quantity being comprised of ten requests) as indicated on the Order Form.

Hyland will update Customer's account balance to reflect the additional Elective Service Change Requests that will be available during the course of the 12-month period.

All standard rules, assumptions and exclusions apply to Additional Elective Service Change Requests.

24/7 Extended Coverage

Hyland will provide access to Managed Services resources in an extended coverage period of 24/7.

All standard rules, assumptions and exclusions apply to Managed Services provided in relation to the extended coverage period, as already outlined within this document.

Offshore Exclusion

Hyland will only use resources located in the region specified in the Order Form.