Success Paths Schedule

Success Offerings; Premier

Hyland will provide to Customer Success Offerings during an initial term that shall begin on the Subscription Start Date and continue through the Subscription End Date, as set forth on the Order Form within which this Success Offerings Schedule is incorporated (the "Initial Term"). As used herein, "Success Offerings" shall mean the services described under the heading in the service level offering inclusions below (Premier) 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**.

- The Success Offerings shall be specific to Customer's existing Software solution(s) as of the effective date of the applicable Order Form.

- Success Offerings will support the number of products and environments noted on the Order Form.

- Hyland's involvement may range owning specific tasks to consultation and coaching only.

- All services will be performed off-site, remotely.

- Configuration of the software is not included.

- All engagement activities and related deliverables are available on an annual basis for duration of contract, at the customers request.

- Services will be provided in English only.

- Standard Business Hours are 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

Inclusions

Descriptions of each inclusion can be found in Appendix 1:

1. Customer Success Manager who will act as main point-of-contact for Customer;

2. Strategic Governance Coaching & Best Practices;

3. System Health Coaching, Best Practices & Recommendations;

4. Upgrade Coaching, Best Practices & Recommendations;

5. Platform Coaching, Best Practices & Recommendations;

6. CommunityLIVE General Conference Passes;

7. TechQuest Passes;

8. Certification Training Passes;

9. Discounts on Training; and

10. Premium Subscription Access for Organization.

Assumptions

Success Offerings 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 Success Offerings, as well as the proposed cost and timeline to deliver such services:

1. Some resources assigned to provide the Success Offering services may be employees or contractors of Hyland Software, Inc. or its subsidiaries located in other countries. Such resources may have access to Customer's data and, to the extent applicable, Customer waives any restrictions in the Underlying Agreement 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 Success Offerings 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; and

5. Customer understands Success Offerings 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 Success Offerings:

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

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

3. System or solution development;

4. Direct database modifications;

5. End User training;

6. Project lifecycle management;

7. Project delivery utilizing Hyland's formal project methodology in any form; and

8. Configuration tasks, testing or migration to production for the Customer.

Requests for additional Professional Services that do not constitute Services Offerings may be provided under a separate mutually agreed upon and executed services proposal.

Deliverables

Descriptions of deliverables can be found in Appendix 1 and are delivered on an annual basis.

1. Execution Plan

2. Learning Path

3. Summary of Governance & Strategy Findings & Best Practices Discussion

4. Summary of Technical Guidance for Platform Growth

5. Summary of Technical System Recommendations & Best Practices Discussion

6. Summary of Upgrade Recommendations

Service Initiation and Sample Timeline

Promptly following the beginning of the Initial Term, Hyland will perform the following services to prepare for Success Offer inclusions.

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

1. Weeks (1) to two (2) of service:

   a. Hyland will provide a Customer Success Manager to conduct an initial kickoff with Customer to review the Service Offerings inclusions;

   b. Hyland and Customer will review guidelines and complete the Success Offerings Plan as part of service activation. These activities include:

<ol type="i" start="1">
Review the roles and responsibilities of Customer and Hyland;
Review with Customer Success Offerings engagement practices;
Identify responsible Customer personnel, including who is authorized to request and/or approve changes, and utilize services described herein;

<ol type="c" start="3">
Review how to contact Hyland for assistance;

2. Weeks three (3) to four (4) of service:

   a. Work with Customer to determine the best order of operation for Success Offerings inclusions;

   b. Start Success Offer inclusions.

Customer Obligations

To facilitate Hyland's delivery of Success Offerings, 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 Success Offerings.

Customer Personnel

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

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

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

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

2. 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;

3. 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;

4. 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;

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

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

7. Customer will provide reasonable notice as to when they would like to engage Hyland services. Ability to engage will be determined by Hyland's then current availability;

8. Customer is responsible for all management and administration of their Hyland application.

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) USD$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.

Term and Termination

The Initial Term of this Success Offerings 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 Success Offerings 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, Hyland will provide the items included on the Order Form at the pricing included in the schedule above (Year Two and Year Three). At such time, Hyland will provide an updated renewal invoice with the updated fees.

Notwithstanding anything to the contrary in the Schedule 1- Terms and Conditions or Underlying Agreement, the Success Offerings Schedule may not be terminated for convenience at any time.

Appendix 1 – Success Offerings Definitions

Inclusions	Description
Customer Success Manager	Main point of contact for Success Offer. Manages monthly communications, follows up on recommendations provided. Coordinates schedules and activities between Customer and Hyland resources. Provides the Execution Plan including the following milestones: • Kickoff call/discussion with customer for planned path • Check in after each resource engagement with Customer • Discussion & distribution of learning path to Customer • Issuance of CommunityLIVE Event Passes to Customer • Issuance of TechQuest passes to Customer • Issuance of Certification passes to Customer • Ensuring Customer has Premium Subscription Access • Ensuring that Training Discounts are complete in Hyland systems for Customer

	• Guidance through remaining inclusions and engagements for Success Offering, Premier service
Strategic Governance Coaching & Best Practices	Provides discussion and coaching around general governance at the organizational level for Customer. This may include the following; taxonomy and nomenclature, training effort/s, end user awareness, upgrade schedule, content services maturity. Provides Customer a Content Services discussion session which supports examination of the six (6) core components of content services; Capture, Manage, Access, Integrate, Measure and Store. Analyzes findings and provides Coaching to customer through a series of up to three (3) calls with an output of Summary of Governance & Strategy Findings and Best Practices Recommendations per year for duration of Contract.
System Health Coaching, Best Practices & Recommendations	Provides discussion and coaching around general system performance for Customer, including best practices for monitoring/maintenance of system and recommendations for servers to customer through a series of up to three (3) calls with an output of Summary of Technical System Recommendations and Best Practices per year for duration of Contract.
Upgrade Coaching, Best Practices & Recommendations	Provides one annual review call per year to focus on sharing information regarding a newly released version of the Software. Additional calls (up to 2) to discuss customers upgrade strategy and execution plan, including a review of an upgrade go-live checklist and general questions. Includes an output of a Recommendations Summary per year for duration of Contract.
Platform Growth Coaching, Best Practices	Provides review and discussion around Customers

& Recommendations	platform growth strategy and delivers Technical Guidance to customer through a series of four (4) calls with an output of Summary of Technical Guidance for Platform Growth per call for duration of Contract.
CommunityLIVE General Conference Passes	2 Five-Day Admission Conference Passes for CommunityLIVE, once per year for duration of contract, which can be used by anyone in Customers organization.
TechQuest Passes	2 Passes for TechQuest, once per year for duration of contract, which can be used by anyone in Customers organization.
Certification Training Passes	2 Passes for a Certification Course, once per year for duration of contract, which can be used by anyone in Customers organization.
Discounts on Training	A 5% discount on all additional training courses, which can be used at any time, for duration of contract.
Premium Subscription Access for Organization	Access to all Premium-based web learning content for total term of contract, which can be used by anyone in Customers organization.

Deliverables	Description
Execution Plan	A high-level plan that outlines the inclusions and components of the Success Offer for Customer to prepare for activities.
Learning Path	A persona-based training plan with course and certification recommendations, delivered by the Customer Success Manager once per year for duration of contract.
Summary of Governance & Strategy Findings & Best Practices Discussion	A summary of Governance & Strategy findings, which includes communicated best practices and summary of coaching discussions for Customer to create awareness

	and transparency for recommended Governance and Strategy efforts in the near-term.
Summary of Technical Guidance for Platform Growth	A summary of Technical findings, which includes guidance for platform growth for Customer.
Summary of Technical System Recommendations & Best Practices Discussion	A summary of Technical System findings, which includes communicated best practices and summary of coaching discussions for Customer to create awareness and transparency for recommended Technical System efforts in the near-term.
Summary of Upgrade Recommendations & Best Practices Discussion	A summary of Upgrade findings, which includes communicated best practices and summary of coaching discussions for Customer to create awareness and transparency for recommended Upgrade efforts in the near-term.