

Managed Services Schedule

Managed Services; Add-On Managed Services

Hyland will provide to Customer Managed Services during an "Initial Term" as defined in 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
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. 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;
2. 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
3. Customer understands Managed Services are intended to supplement Customer's needs beyond 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 Cloud Product Engineering Support;
4. Custom scripted elements and custom development, unless Customer has purchased the Custom Scripting Enhancement/Development Add-On;
5. Direct database modifications; and
6. Full project management and delivery utilizing Hyland's formal project methodology in any form.

Requests for excluded items or 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.

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. (see appendices);
3. Customer personnel who contact the Service Desk must be authorized by the Service Delivery Manager and qualified to interact on a technical basis at a level required to support the existing Hyland solution. The Service Desk will not respond to requests from non-authorized personnel.
4. Hyland will determine whether the request submitted constitutes a Service Request or a Change Request.
 - A. If the request is determined to be a Change Request, then:
 - i. If Customer has subscribed for the Operate service level, Hyland will provide general consulting in relation to business requirements or use cases, including suggested module usage to satisfy

a business requirement or use case, training in module configuration to qualified individuals (such as a designated System Administrator) and suggested software configuration to satisfy a business requirement or use case; however, Hyland will not perform configuration tasks, testing or migration to production. General consultation relating to Change Requests will be limited to fifty (50) instances per twelve-month period.

ii. If Customer has subscribed for the Enhance or Expand service level, Hyland will provide the services described below under "Enhance/Expand Change Requests."

5. 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;

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, are subject to Hyland review and must be requested and scheduled 72 hours in advance.

6. 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, within a seventy-two (72) hour period, Hyland will close the case.

Enhance / Expand Change Requests

1. Hyland will evaluate all Change Requests to determine the work effort associated with the request. Based upon the anticipated work involved, Customer may elect to have Hyland perform services to affect the Change, or consultation services only. Customer's ability to receive consultation services related to a Change Request shall not be restricted; however, Customer will be limited to fifty (50) elective service engagements in response to Change Requests per twelve (12) month period, to be managed in the following manner:

A. Customer will receive an "account balance" of fifty (50) elective service engagements. All Change Requests for which active services are requested will be charged a minimum of one (1) active service engagement;

i. Elective service engagements will be deducted from Customer's balance when the Response is provided by Hyland;

ii. Hyland reserves the right to charge multiple elective service engagements from the account balance for requests which encompass multiple component changes (and will advise Customer of the number of elective service engagements to be charged, if applicable);

iii. Provided Customer's elective service engagement balance is sufficient (or Customer purchases additional Change Requests, if required), and subject to (iv) below, Hyland will perform the work required to address the Change Request. If Customer's elective service engagement balance is insufficient, Hyland will perform only consultation services relating to the Change Request (subject to Customer's election to purchase additional Change Requests);

iv. Notwithstanding the foregoing, Hyland reserves the right to require a separate Professional Services engagement for requested changes which are determined to require work which is not typically addressed by the managed services delivery team (such as Software conversions or implementations).

2. Unused elective service engagements will not be rolled over into any subsequent period or renewal term

3. In a single month, Customer may request active services relating to Change Requests that total no more than twenty-five (25) percent of the total annual elective service engagement allotment;

4. Elective service engagements are scheduled services subject to mutually agreed upon timelines;

5. Hyland will prioritize all elective service engagements received from the Customer and will determine the order of changes to be scheduled and completed;
6. Hyland will provide a monthly report of elective service engagement information that will include the following information:
 - i. Opening balance
 - ii. Credits
 - iii. Debits
 - iv. Remaining balance
7. 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;
8. Customer is responsible to provide sufficient business requirements and/or use cases in order for Hyland to perform Change Requests. Hyland reserves the right to close Change Requests if insufficient details are provided by the Customer or Customer is non-responsive to requests from Hyland for additional information or participation; and
9. 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.

Customer Obligations

To facilitate Hyland's delivery of Managed Services, Customer agrees 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:
 - A. The sponsor/manager will ensure that the appropriate Customer personnel are assigned and made available, when necessary;
 - B. The sponsor/manager 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 resource requesting assistance will be 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 personnel contacting the Service Desk must be authorized to do so by the Service Delivery Manager, and qualified to interact on a technical basis at a level required to support the Software solution; and
7. Customer is specifically prohibited from assigning or using any Resource in a manner which violates the terms of

Customer's license to Software.

Software and Network Environment

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

1. Customer will provide access and privileges to Hyland resources enabling full administration of the software and solution, including installation of software, configuration modifications, and modification of server and OS settings;
2. 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.
 - A. For on-premises Customers, this includes.
 - i. Local and remote VPN access must be provided to applicable Hyland resources through the use of dedicated user account(s) with appropriate privileges to the Software and/or relevant third party applications; and
 - ii. Access must be provided prior to Hyland's arrival at Customer facilities and/or project discovery sessions.
3. Customer is responsible for providing proper credentials for Hyland to access the Software solution;
4. Customer will ensure the necessary remote access for Hyland resources;
5. Customer will manage third party application setup (i.e. installation, configuration), testing, training, and go-live support related to integration(s) with Software;
6. Customer will package and deploy all Software clients, unless otherwise mutually agreed to; and
7. 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 (ii) 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 is defined in 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.

At least forty-five (45) days prior to the expiration of the Initial Term (or applicable Renewal Term), Hyland will provide an invoice setting forth the fees applicable to the Renewal Term. Such invoice shall be due and payable on or before the first day of the Renewal Term. Hyland may increase the fees for any Renewal Term in an amount up to ten (10) percent of the fees payable with respect to the then expiring term.

Notwithstanding anything to the contrary in the Underlying Agreement (as defined in the Order Form, if applicable), Schedule 1 or otherwise, Customer may not terminate the Managed Services for convenience. All prepaid fees are non-refundable.

Appendix 1 – Managed Services Definitions

Services	Description
Service Desk	<p>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.</p> <p>Customer will initiate any such Service Requests and Change Requests to Hyland via Hyland Community.</p>
Service Delivery Manager	<p>Primary Hyland resource responsible for overseeing the successful delivery of Managed Services. Primary responsibilities include:</p> <ol style="list-style-type: none"> 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.
Monthly Activity Report	<p>Means reporting services, which Hyland will provide, including:</p> <ol style="list-style-type: none"> 1. Summary of work and tasks completed, upcoming work, known issues or risks; 2. Summary of outstanding Service Requests and/or Change Requests; and 3. Other reporting details as requested, to provide clear communication paths and to summarize monthly activity.
Administration	<p>Means services provided under the direction and supervision of the Customer, which may include:</p> <ol style="list-style-type: none"> 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.

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	<p>Every ninety (90) days Hyland will conduct a review with sponsors from each organization to maintain alignment around key metrics and assess customer experience.</p> <p>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.</p>
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	<p>Is defined as an unplanned interruption to Software or solution or reduction in the quality of the Software.</p> <p>For the purposes of Managed Services, Incidents are defined as System Outages or a Service Request which:</p> <ol style="list-style-type: none"> 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.

<p>Change</p>	<p>Changes are any addition (installation), modification or removal of anything that has an effect on existing Software or solutions. Changes are:</p> <ol style="list-style-type: none"> 1. often the result of business requirements or changes in the Customer Software solution at the request of the Customer; 2. not the result of Incidents and Problems; 3. scheduled services that the Customer must request and schedule 72 hours in advance; and 4. subject to review by Hyland if work effort for Change Resolution is greater than eight (8) hours. <p>For any requested Changes, Customer is responsible to submit a Change Request via Hyland Community as an Issue.</p>
<p>Release</p>	<p>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 a Change. Component software updates to remediate Service Requests are handled as part of Incident Resolution.</p>
<p>Review</p>	<p>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.</p>
<p>Response</p>	<p>Hyland actively engages in identifying root cause and makes recommendation(s) for how to correct.</p>
<p>Resolution</p>	<p>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.</p>
<p>System Outage</p>	<p>The primary business function is stopped with no redundancy or backup.</p> <p>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 its production environment.</p>

Service Request	<p>Request by Customer relating to routine day-to-day tasks or Incidents which are not defined as System Outages.</p> <p>There are no limitations on the number of Service Requests submitted during the Term.</p> <p>Service Desk will attempt to begin Review of Service Requests within one (1) hour of reported impact during Standard Business Hours. If reported during 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 Standard Business Hours.</p>
Change Request	<p>Request by Customer for any addition (installation), modification or removal of anything that has an effect on existing Software or solutions.</p> <p>Changes are categorized based on type of Change Requests.</p> <p>Service Desk will attempt to begin Review of the submitted Customer Change Request within one (1) business day, during Standard Business Hours.</p> <p>If reported during off-hours, the Service Desk will begin actively working the next business day.</p>

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 Change Request 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);
2. 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;
3. Custom Script Enhancement(s)/Development Requests are scheduled services with mutually agreed upon timelines;
4. 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;
5. 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
 - iv. Remaining balance

6. 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;
7. 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;
8. 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 Change Requests

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

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

All standard rules, assumptions and exclusions apply to additional 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.

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