

Technical Account Manager Services Schedule

Hyland will provide to Customer a Technical Account Manager during an "Initial Term" as defined in the Order Form within which this Schedule is referenced or linked (the "Order Form"). As used herein, "TAM Services" shall mean the services described in the table below, in the section titled "DESCRIPTION OF TAM SERVICES," and are provided as follows:

- All TAM Services will be performed remotely;
- TAM Services will be provided in English only;
- TAM 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 TAM 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 TAM Services.

Assumptions

Hyland's provision of the TAM Services is based upon the assumptions below 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 TAM Services, as well as the proposed cost and timeline to deliver such services:

1. The TAM Services shall be specific to the existing Software solution;
2. TAM Services will not replace Company's technical support team as a first point of contact for Maintenance and Support but, instead, will work with Hyland's technical support team to attempt to resolve issues as efficiently and effectively as reasonably possible;
3. Customer is specifically prohibited from assigning or using any resource in a manner which violates the terms of Customer's license to Software;
4. If, at any time, resources providing TAM Services to Customer under this engagement are reasonably and in good faith deemed by Customer to be performing such services unacceptably due to a legitimate reason related to the services, Hyland shall use reasonable efforts to work with Customer to resolve any such issues;
5. Requests for services that do not constitute TAM 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 described below;
6. Hyland will coordinate normally scheduled vacation and holiday absences with Customer in advance of those absences, and will notify Customer when a given resource is unavailable due to sickness; and
7. Customer is aware that TAM Services are intended to assist with specific requests for assistance, and shall not be used to support in-depth or ongoing project activities or standard technical support, unless planned for in advance and mutually agreed in writing.

Exclusions

The following items are not covered under TAM Services:

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

2. "Hands on" configuration changes to Customer's Hyland solution;
3. 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;
4. Replacement for general Technical Support or Cloud Product Engineering Support; Custom scripted elements and custom development;
5. Direct database modifications; and
6. Full project management and delivery utilizing Hyland's formal project methodology in any form.

Initiating a Request for TAM Services

1. Unless explicitly instructed, Customers shall communicate service requests to the Technical Account Manager by opening an "Issue" via the Hyland Community Customer Project Portal;
2. Customer personnel who contact the Technical Account Manager must be authorized and qualified to interact on a technical basis at a level required to support the existing Hyland solution. The Technical Account Manager will not respond to requests from non-authorized personnel;
3. The Technical Account Manager will attempt to begin review of such request(s) within one (1) hour of receipt during Standard Business Hours. If a request is made during off-hours, the Technical Account Manager will begin actively working within one (1) hour of the next business day on such request(s).
4. Customer will provide availability of preferred date(s) and time(s) for Hyland's consultation and/or action needed in response to such request(s); and
5. Hyland will confirm the time for the response with Customer by sending a corresponding meeting invitation to the requestor, identifying next steps.

DESCRIPTION OF TAM SERVICES

Services	Description	Frequency
Designated Resource	<p>The Technical Account Manager will serve as designated point-of contact for Customer. The Technical Account Manager may be an assigned named individual, but not dedicated solely to Customer, and may change based on general resource availability. The Technical Account Manager will:</p> <ol style="list-style-type: none"> 1. Be responsible for serving as primary contact during resolution of high-visibility issues/escalations; 2. Be engaged during planned Customer events, such as: go-lives, upgrades, etc.; 3. Interface with Technical Support, Research and Development, and Managed Services (if applicable); 4. Provide regular coaching on customer-specific solution configuration and software use; 5. Conduct a regular sync (to be mutually defined by Customer and Hyland, but not to occur more than weekly), to review: <ol style="list-style-type: none"> A. Summaries of work and tasks completed, upcoming work, 	Ongoing

	<p>known issues or risks;</p> <p>B. Technical Support case volume, statuses, prioritizing work for Hyland resources and updating deliverables based on estimated work effort; and</p> <p>C. Other reporting details as requested, to provide clear communication paths and to summarize regular activities.</p>	
<p>Strategic Governance Coaching</p>	<ol style="list-style-type: none"> 1. The Technical Account Manager shall lead an examination of the six (6) core components of content services; Capture, Manage, Access, Integrate, Measure and Store. 2. This examination will analyze findings and provide coaching to Customer through a series of discussions regarding best practices and recommendations, which may include the following: 3. Documenting the overall purpose, scope and desired outcomes for Software solution; 4. Providing technical roadmap, which includes a summary of coaching discussions for Customer to create awareness and transparency for recommended Governance and Strategy efforts in the near-term; 5. analysis of the existing Software solution configuration; and 6. Providing a summary of findings, which may include strengths, weaknesses, opportunities and threats to the current Software implementation; and 7. Discuss plans to implement the recommended changes, with corresponding costs, timeline, resources, training and communication plans. 	<p>Annual</p>
<p>System Performance Coaching</p>	<p>The Technical Account Manager will discuss, review and provide recommendations on overall system performance, which may include the following:</p> <ol style="list-style-type: none"> 1. Defining the key performance metrics that will be used to evaluate the Hyland solution, which may include items such as response time, system uptime and document retrieval speed; 2. reviewing system performance data over a specified period of time to properly assess key performance metrics; 3. Analyzing the collected data to review performance; 4. Performing an evaluation of the various components of the Hyland solution where performance may need remediation, which may include items such as servers, infrastructure, database, network and/or Software configuration; 5. Providing a summary of recommendations, which may include identifying specific areas where performance can be improved, such as: 	<p>Annual</p>

	<ul style="list-style-type: none"> A. Changes and recommendations which should be made to software, network, configuration and/or other components; B. Resource estimates, requirements, and plan to implement the recommended changes; C. Known risks and challenges with implementing and/or not remediating performance issues; D. Establishing a process for ongoing monitoring of system performance; and E. Executive summary of performance review findings for the benefit of key stakeholders. 	
<p>Upgrade Coaching and Release Planning</p>	<p>Technical Account Manager will evaluate the currently deployed Software solution and may:</p> <ul style="list-style-type: none"> 1. Discuss the proposed benefits and/or limitations based on the current version of Software in use by Customer; 2. Provide a plan for upgrading Software, including: hardware, software, network requirements, infrastructure upgrades, potential system downtime, data migration, end-user training, costs, and other items; 3. Develop a plan for testing and validation to ensure the upgraded Software solution functions as expected, which may include developing test cases to validate system performance, security and functionality; 4. Discuss a path for data migration (where applicable) from version to version, to ensure data integrity and compatibility during the migration process; 5. Identify any customizations and/or integrations that may require changes as a result of any such upgrade; 6. Propose a training plan for end users to address any change management as a result of Software upgrade; and 7. Create a contingency plan in the event of unforeseen complications during an upgrade to revert to previous version(s) of Software, if necessary. 	<p>Annual</p>
<p>Platform Growth Coaching</p>	<p>The Technical Account Manager will review Customer’s current Software solution with respect to overall platform growth and may:</p> <ul style="list-style-type: none"> 1. Discuss future Software development releases and their impact on Customer’s solution; 2. Assist Customer in preparing for Software releases and features based on Software use and opportunity; 3. Provide Customer with security information based on technical and security 	<p>Annual</p>

bulletins, and their corresponding impact to Customer;

4. Identify potential opportunity for solution and platform expansion;
5. Develop a plan for sizing appropriately based on growth, infrastructure, administration, staffing and training.

Customer Obligations

To facilitate Hyland's delivery of TAM Services, Customer agrees to the following obligations. The parties acknowledge and agree that failure to meet the responsibilities noted will affect quality in the execution and completion of TAM 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; and
6. Customer personnel contacting the TAM must be authorized to do so by Hyland, and qualified to interact on a technical basis at a level required to support the Software solution.

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 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 TAM Services Schedule is defined in the Order Form. Hyland will provide to Customer TAM Services during the Initial Term, provided that if an Initial Term is not defined in the Order Form, it shall mean the twelve (12) month period commencing on the Effective Date of the Order Form (as such term is defined in the Order Form).

Unless otherwise specified herein, after the Initial Term, this TAM 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.

Unless otherwise agreed to in an Order Form, Hyland will invoice Customer on or after the Effective Date of the applicable Order Form for the Initial Term; provided, that, if the Initial Term is longer than one (1) year, Hyland shall invoice Customer for the first year of such Initial Term on or after the Effective Date and shall invoice Customer for each subsequent year of the Initial Term at least forty-five (45) days prior to the beginning of such year.

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 not increase the fees for any Renewal Term by more than 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), the Professional Services Terms and Conditions (including Schedule 1, if applicable) or otherwise, Customer may not terminate the TAM Services for convenience. All prepaid fees are non-refundable.

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