

Success Paths Services Schedule

Premier and Signature Levels

Hyland will provide Success Paths Services (as defined below) to Customer during an “Initial Term” as defined in the Order Form. As used herein, “Success Paths Services” shall mean the services described under the heading in the service offering table below (Premier or Signature) that corresponds to the service type selected by Customer and set forth on the Order Form. Success Paths Services are provided as follows:

1. Success Paths Services shall be specific to Customer’s existing Software solution(s);
2. Success Paths 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;
3. All services will be performed remotely;
4. Services will be provided in English only;
5. 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
6. 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.

Service Level Offerings

Please reference the Order Form for a description of the service type selected. Descriptions of the Professional Services included under each type referenced below are provided in Appendix 1:

Services	Premier	Signature
Hyland University Premium Subscription	Included	Included
Hyland University Training Discount	25%	50%
Hyland University Certification Training	2 Credits	4 Credits
CommunityLIVE General Conference Event	2 Credits	4 Credits
TechQuest Event	2 Credits	4 Credits
Designated Technical Account Manager (TAM)	-	Included
Strategic Governance Coaching, Best Practices and Recommendations	Included	Included

Platform Growth Coaching, Best Practices and Recommendations	Included	Included
System Performance Coaching, Best Practices and Recommendations	Included	Included
Upgrade Coaching and Release Planning, Best Practices and Recommendations	Included	Included

Assumptions

Hyland's provision of the Success Paths 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 Success Paths Services, as well as the proposed cost and timeline to deliver such services:

1. Success Paths Services will not replace Customer's technical support team as a first point of contact for maintenance and support;
2. 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
3. Success Paths Services are stand-alone services and shall not be used to support ongoing projects or activities.

Exclusions

The following items are not covered under TAM Services:

1. Consultation, expertise and/or support of third-party software or hardware;
2. 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 in writing by Hyland.
4. General technical support or hosting or cloud-based services, including support related to hosting or cloud-based services;
5. Custom scripted elements and custom development;
6. Direct database modifications;
7. Project management and delivery in any form;
8. System or solution development; and
9. Configuration tasks, testing or migration to production for the Customer.

Requests for excluded items or Professional Services that do not constitute Success Paths 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 a Request for Success Paths Services

1. Unless explicitly instructed, Customer shall communicate service requests by opening an "Issue" via the Hyland Community Customer Project Portal;
2. Customer personnel who contact the Hyland must be authorized by Hyland and qualified to interact on a technical basis

- at a level required to support the existing Hyland solution;
- 3. Hyland will not respond to requests from non-authorized personnel;
- 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.

Customer Obligations

To facilitate Hyland's delivery of Success Paths 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 Success Paths 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 hereunder; and

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 Success Paths Services Schedule is defined in the Order Form. Hyland will provide to Customer Success Paths 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).

After the Initial Term, this Success Paths Services Schedule will renew automatically, at the then current service type, 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 Success Paths Services for convenience. All prepaid fees are non-refundable.

Appendix 1 – Success Paths Services Definitions

Services	Description
Hyland University Premium Subscription	Access to all Hyland Premium-based web learning content, which can be used by anyone in Customer's organization.
Hyland University Training Discount	Discount on any Hyland training courses, which can be used at any time during the term of this Success Paths Services Schedule. These discounts may not be used in combination with or in addition to other discounts to which Customer may be entitled relating to such training.
Hyland University Certification Training	Each Hyland University Certification Training credit entitles one person of Customer's choosing to attend one training class of Customer's choosing during each year of the term of the Success Paths Services Schedule. Credits may not be rolled over into subsequent years.
CommunityLIVE General Conference Event	Each CommunityLIVE General Conference Event credit entitles one person of Customer's choosing to attend the three-day general conference portion of the CommunityLIVE event held by Hyland during each year of the term of the Success Paths Services Schedule. Credits may not be rolled over into subsequent years.
TechQuest Event	Each TechQuest Event credit entitles one person of Customer's choosing to attend one Techquest event of Customer's choosing during each year of the term of the Success Paths Services Schedule. Credits may not be rolled over into subsequent years.
Designated Technical Account Manager (TAM)	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:

	<ol style="list-style-type: none"> 1. Be responsible for serving as primary contact during resolution of issues/escalations; 2. Oversee 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, known issues or risks; B. Technical support case volume, statuses, prioritizing work for Hyland resources and updating deliverables based on estimated work effort; and C. Other reporting details as requested, to provide clear communication paths and to summarize regular activities.
<p>Strategic Governance Coaching, Best Practices and Recommendations</p>	<p>Hyland consultant leads a discussion and examination of the six (6) core components of content services described below once during each year of the term of the Success Paths Services Schedule;</p> <ol style="list-style-type: none"> 1. Capture, 2. Manage, 3. Access, 4. Integrate, 5. Measure and 6. Store. <p>As part of such discussion, the Hyland consultant will analyze findings and provide coaching to Customer regarding best practices and recommendations, which may include the following:</p> <ol style="list-style-type: none"> 1. Documenting the overall purpose, scope, and desired outcomes for the Software solution; 2. Creating a 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; 3. an analysis of existing Software solution configuration; 4. Identifying strengths, weaknesses, opportunities, and threats to the current Software implementation; and 5. Plan to implement the recommended changes.
<p>Platform Growth Coaching, Best Practices</p>	<p>Hyland consultant leads a discussion relating to overall platform growth of Customer’s current Software solution, once during each year of the term of the Success Paths Services Schedule, which</p>

<p>and Recommendations</p>	<p>may include the following:</p> <ol style="list-style-type: none"> 1. Communication of future Software development releases and their impact on Customer’s solution; 2. Assisting Customer in preparing for Software releases and features based on Software use and opportunity; 3. Identifying potential opportunities for solution and platform expansion; and 4. Developing a plan for sizing appropriately based on growth, infrastructure, administration, staffing and training.
<p>System Performance Coaching, Best Practices and Recommendations</p>	<p>Hyland consultant leads a discussion and review relating to overall system performance, once during each year of the term of the Success Paths Services Schedule, 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. Capturing system performance data of 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; this may include items such as servers, infrastructure, database, network and/or Software configuration; 5. Providing a summary of recommendations, which includes identifying specific areas where performance can be improved. This may include: 6. Changes and recommendations to software, network, configuration and/or other components; 7. Resource estimates, requirements, and plan to implement the recommended changes; 8. Known risks and challenges with implementing and/or not remediating performance issues; 9. Establishing a process for ongoing monitoring of system performance; and 10. Executive summary of performance review findings for the benefit of key stakeholders.
<p>Upgrade Coaching and Release Planning, Best Practices and Recommendations</p>	<p>Hyland consultant leads a discussion relating to the current Software solution deployment, once during each year of the term of the Success Paths Services Schedule, which may include the following:</p> <ol style="list-style-type: none"> 1. A summary of the potential benefits and/or limitations based on the current version of Software in use by Customer; 2. 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. A plan for testing and validation to ensure the upgraded Software solution functions as expected.
4. A path for data migration (where applicable) from version to version, to ensure data integrity and compatibility during the migration process;
5. Identification of customizations and/or integrations that may require changes as a result of any such upgrade;
6. A training plan for end users to address any change management as a result of Software upgrade; and
7. A contingency plan in the event of unforeseen complications during an upgrade to revert to previous version(s) of Software, if necessary.

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