

Resource as a Service (RaaS) Schedule

Hyland will provide to Customer Resource as a Service ("RaaS") (as defined below) during an "Initial Term" as defined in the Order Form within which this Schedule is referenced or linked (the "Order Form"). "RaaS" shall mean the services described in the section below titled "Description of RaaS Services" and Appendix 1, and are provided as follows:

- 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 5:00 p.m. Customer's local time zone Monday through Friday, in Customer's designated primary location;
- The number of Hyland employees who will provide RaaS services hereunder ("Resources") will correspond to the Qty. listed on the Order Form and may be designated as a part-time Resource or a full-time Resource; and
- Resources assigned to perform the Services may be employees 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 Services are described in Appendix 2. Customer may purchase Add-On Services by designating on the Order Form those Add-On services it requires.

Assumptions

RaaS 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 RaaS 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 responsible to supervise and direct the activities of all Resources provided for this engagement. Customer is specifically prohibited from assigning or using any Resource in a manner which violates the terms of Customer's license to Software. Customer shall be solely responsible for assigning work to the Resource which is within the scope of the assigned Resource's knowledge and experience, and Customer shall determine priority and length (during the term of this engagement) of the services to be performed:
 - A. Customer agrees and acknowledges that the Resource assigned will be acting under the direction of Customer's project team(s). Customer is responsible for all deliverables, the project approach, project management activities and the overall success of the solution; and
 - B. Customer understands and acknowledges that the services provided by the Resource may not result in a completed solution. All work that may not be completed will be transitioned to Customer's project team in its existing state. Customer will assume responsibility for any and all open tasks unless Customer chooses to contract additional RaaS hours from Hyland;
3. RaaS 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;
4. If, at any time, a Resource providing services to Customer under this engagement is 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 promptly work with Customer to resolve any such issues;

5. At any time during the engagement, Hyland and Customer may discuss if Customer's requirements exceed the level or type of Resource provided under this Schedule and, if so, both parties may mutually agree to modify the type or number of Hyland resources provided hereunder.

Exclusions

The following items are not covered under RaaS services:

1. Consultation, expertise and/or support of third party software or hardware;
2. Replacement for general Technical Support or Cloud Product Engineering Support;
3. Direct database modifications; and
4. Full project management and delivery utilizing Hyland's formal project methodology in any form.

Description of RaaS Services

Hyland will provide Resources to assist with the following (as further described in Appendix 1):

1. Solution/project planning;
2. Solution discovery;
3. Solution documentation;
4. Solution design;
5. Solution implementation;
6. Solution testing; and
7. Solution support.

Full-time Resources will be available for up to thirty-six (36) hours of services each week. Service hours may not be "rolled over" from week to week.

Part-time Resources will be available for up to twenty (20) hours of services each week. Service hours may not be "rolled over" from week to week.

In addition to the Resource service hours, as part of the engagement, Hyland will also provide a Project Manager to deliver supervisory project coordination services (not formal project management), facilitate scheduling of the Resources and escalation needs. The number of hours that the Project Manager will be available to provide such services shall be within Hyland's discretion.

Customer Obligations

To facilitate Hyland's delivery of RaaS 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 RaaS 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; and
 - B. The sponsor/manager will manage all customer obligations as defined within this Schedule;
2. Customer is responsible for timely completion of deliverables and action items throughout the course of the project;

3. Customer will assign and Hyland will have access to the appropriate business process owners and resources for the project in a timely manner when requested;
4. 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;
5. 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;
6. 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;
7. Customer will notify Hyland of Customer personnel changes to the extent personnel changes impact the performance of Hyland's obligations under this Schedule.

Project Management

In addition to the personnel requirements above, Customer will appoint a single point of contact whose responsibilities include but are not limited to:

1. Collaboration with Hyland resources on project schedules;
2. Coordination of key departmental decision maker(s), subject matter expert(s), end-user representative(s), third party software application resources, project team representative(s) related to the project area, steering committee, project sponsorship;
3. Facilitate timely decision making and resolution of issues;
4. Coordination of Customer resources for any applicable testing and regression testing cycles;
5. Tracking and reporting test results; and
6. If applicable, arrange for physical workspace and tools (desks, meeting rooms, training rooms, conference phones, etc.) for duration of the project to accommodate scheduled onsite activities.

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 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 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 RaaS Schedule is defined in the Order Form. Hyland will provide the RaaS services to Customer 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 RaaS Schedule will renew automatically, at the then current Resource quantity 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 in an amount 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 RaaS services for convenience. All prepaid fees are non-refundable.

Appendix 1 – Resource as a Service (RaaS)

Services	Description
Solution/Project Planning	Assistance with planning the needs of a designated project, including budget, escalation, status and/or scheduling.
Solution Discovery	Discovery session with the customer’s subject matter and technical expert(s) to define a solution.
Solution Documentation	If applicable, Hyland will provide documentation related to solution changes or requirements, which may include requirements documentation, user testing documentation and training documentation.
Solution Design	Assistance with Outlining and defining details about solution functionality and configuration.
Solution Implementation	Assistance with the installation and configuration of a solution.
Solution Testing	Solution testing support, which may include integration testing and customer led user testing
Solution Support	Technical advice and assistance regarding solution operation, which Includes help desk services.

Appendix 2 - Description of Add-On Services

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

Add-Ons Available
Onsite Resource

Onsite Resource

Hyland Resource(s) will travel to Customer’s site to perform services. If Customer has engaged more than one Resource, Customer may designate which Resource (or both) shall perform on-site services. The Order Form shall designate the number of weeks per year that such Resource(s) will perform on-site services and the cost per week for such services. Travel expenses are not included in this Schedule and will be charged separately in connection with such on-site services.

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