

Hyland Care EHR Services Schedule for Existing Customer

Hyland will provide to Customer Hyland Care EHR Services (as defined below) during an “Initial Term” as defined in the Order Form. As used herein, “Hyland Care EHR Services” shall mean the services described under the heading in the service offering table below (HYLCAREEXISTM) that corresponds to the service level that is selected by Customer and set forth on the Order Form.

- Hyland Care EHR Services supports one (1) production and two (2) non-production environments.
- Services will be provided in English only.
- Except as otherwise provided in Appendix 3, Professional Services will be provided both onsite at Customer location as well as remotely from Hyland offices, in each case during Standard Business Hours defined as 8:00 a.m. to 6:00 p.m. in Customer’s local time zone Monday through Friday, in Customer’s designated primary location.
- 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 hereby 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 Description

Please reference the Order Form for a description of the service type selected. Descriptions of the Professional Services related to Cloud Migration are described in Appendix 3. Descriptions of the Professional Services included under each type are provided in Appendix 1.

Services	HYLCAREEXISTM (Operate MS Level)
Cloud Migration (Appendix 3)	Included
Service Desk	Designated
Service Delivery Manager	Designated

Monthly Activity Report	
Solution Optimization / Assessment	Included
Strategic Workshop	Included
Solution Upgrade	Included
Administration	Included
Program Management	Included
Solution Lead	Included
Inquiries	Included
Configuration Management Database	
Solution Design Documentation	
Quarterly Sponsor Review	
Long-Term Release Management	
Incident	Review Response Resolution
Change	Review Response Resolution
Release	
Problem	

Assumptions

Hyland Care EHR 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 Hyland Care EHR 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 unplanned time away (i.e., personal illness, personal emergency, etc.).
2. Customer is aware that Hyland Care EHR 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 or as specified in Appendix 3. Requests for Professional Services that do not constitute Hyland Care EHR 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.
3. Customer understands Hyland Care EHR Services are intended to supplement Customer's needs beyond standard technical support; and
4. Each deliverable created will use Hyland's standard deliverable templates. Customer requested changes to deliverable templates will cause timeline delays.

Exclusions

The following items are not covered under Hyland Care EHR 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 in writing by Hyland.
3. Replacement for general Technical Support or Cloud Product Engineering Support.
4. Custom scripted elements and custom development unless Customer has purchased Custom Script Requests as an Add-On Managed Service.
5. Direct database modifications; and
6. Requests for excluded items or Professional Services that do not constitute Hyland Care EHR 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 Requests for Inquiries, Service Requests and/or Change Requests

1. Customers shall communicate Inquiries, Service Requests and/or Change Requests (see Appendix 1 for definitions) to the Service Desk by opening an "Issue" via the Hyland Community Customer Project Portal and cannot be communicated through any indirect means.
2. 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.
3. Hyland will determine whether the request submitted constitutes an Inquiry, Service Request or a Change Request. If the request is determined to be an Inquiry or a Change Request, then Hyland will provide the services described below under "Inquiries and Change Requests. If the request is determined to be a Service Request, 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.
4. 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.

Inquiries and 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 may elect to have the request treated as an Inquiry, with consultation services only.

During the subscription term, Customer will be entitled to one hundred and twenty (120) Change Request service engagements. If the term is multiple years, this number of Change Request engagements will be provided over the course of that multiple year term. Inquiries are unlimited under the Operate and Enhance service levels. For the Advise service level, Inquires are limited to twenty-four (24) Inquiry service engagements per year.

Inquiries and Change Requests will be managed in the following manner:

- A. All Change Requests for which active services are requested and all Inquiries which result in consultation services 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, issues, or matters (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 or Inquiry.
 - 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 Hyland Care EHR Services (such as Software conversions or implementations).
- B. Unused Inquiries and Change Requests will not be rolled over into any subsequent renewal term.
- C. Inquiry and Change Request services are scheduled subject to mutually agreed upon timelines. Any Change Request for off-hours maintenance windows or 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.
- D. Hyland will prioritize all Inquiries and Change Requests received from the Customer and will determine the order of scheduling and completion.
- E. Hyland will provide a monthly report of elective service engagement information relating to Inquiries and Change Requests that will include the following information:
- i. Opening balance
 - ii. Credits
 - iii. Debits
 - iv. Remaining balance
2. Hyland will make reasonable efforts to respond to emergency Inquiries and Change Requests as priority requests, utilizing available resources on an as-needed basis, which may be different from normally designated resources.
3. Customer is responsible to provide sufficient business requirements and/or use cases in order for Hyland to perform Change Request and Inquiry services. Hyland reserves the right to close Inquiries or 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
4. 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 Hyland Care EHR 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 Hyland Care EHR 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 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.

Project Management

1. Customer will designate a single point of contact whose responsibilities include but are not limited to the following:

- A. Execute timely decision-making, completion of all deliverables and action items and resolution of issues throughout the course of the project(s).
- B. Coordinate Customer resources for the testing and regression testing cycles of the configured Software solution, including the tracking and reporting test results; and
- C. Arrange for physical workspace and tools (work desks, networked computers, meeting rooms, training rooms, conference phones, whiteboards, etc.) for duration of the project(s) to accommodate scheduled onsite and/or remote activities as dictated by Customer's reasonable security measures.

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 Hyland Care EHR Services Schedule is defined in the Order Form.

After the Initial Term, this Hyland Care EHR Services Schedule will renew automatically for Hyland Care EHR Services, excluding any and Professional Services described in Appendix 3 (which shall be provided as described therein), 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 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), Schedule 1 or otherwise, Customer may not terminate the Hyland Care EHR Services for convenience. All prepaid fees are non-refundable.

Appendix 1 – Hyland Care EHR Services Definitions

Services	Description
Service Desk	<p>Responsible for coordinating the management of Inquiries, Service Requests and Change Requests created by the Customer. Such resources that Hyland, in its discretion, 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 Inquiries, 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 Hyland Care EHR 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 environments. 2. Leading the service delivery, managing conflict, and ensuring the team's processes and tasks are carried out efficiently. 3. Escalate Inquiries, Service Requests and/or Change Requests as needed; and 4. Prepare and facilitate Monthly Activity Report(s) and Quarterly Sponsor Review(s), as applicable.
Program Management	<p>A program manager will facilitate project oversight and undertake the following responsibilities:</p> <ol style="list-style-type: none"> 1. Provide a single point of contact responsible for delivering organization-wide initiatives tied to Hyland Professional Services. 2. Manage Hyland project resources to attempt to minimize resource rotation and reduce project cycle time. 3. Establish and maintain a regular cadence of communication and status reporting with Customer’s program manager or project sponsor. 4. Help to achieve Customer’s vision, strategies and goals. 5. Develop monthly and quarterly metrics and associated reporting for steady state solutions, as well as projects in flight.

	<ol style="list-style-type: none"> 6. Provide a single point of focus for all escalations. 7. Establish working relationships in collaboration with key Hyland and Customer stakeholders; and 8. Schedule design sessions for new projects using the existing solution(s).
<p>Solution Lead</p>	<p>A solution lead will facilitate project oversight and undertake the following responsibilities:</p> <ol style="list-style-type: none"> 1. Attend monthly meetings with Customer’s project sponsor for the lifecycle of the project. 2. Provides overall Solution guidance. 3. Working with Customer to tailor specific requirements to the implemented Solution. 4. Assisting in preparation of the Solution Design Document to reflect agreed upon Customer requirements. 5. Working with Customer to identify, document, and prioritize enhancement requests. 6. Assisting with quality assurance efforts. 7. Evaluating testing issues to verify defects versus enhancements. 8. Assisting in the Go-Live implementation. 9. Managing technical escalations and related communications. 10. Scheduling monthly Customer check-in meetings to review solution activity and proactively identify, plan, and prioritize solution needs and enhancements.
<p>Monthly Activity Report</p>	<p>A monthly report delivered by Hyland which may include:</p> <ol style="list-style-type: none"> 1. Summary of work and tasks completed, upcoming work, known issues or risks. 2. Summary of outstanding Inquiries, Service Requests and/or Change Requests; and 3. Other reporting details as mutually agreed upon, to provide clear

communication paths and to summarize monthly activity.

Administration

Means services provided under the direction and supervision of the Customer, which may include:

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.
7. Executing solution optimization tasks.

These services are provided for all then-currently implemented Hyland solutions at the Enhanced service level and only for OnBase Integration with Customer's EHR solution at the Operate service level.

Inquiries

Request by Customer for remote online consultation services between the Customer and a consultant

1. Each Inquiry includes up to one (1) hour of remote online consultation services between the Customer and a consultant:
 - A. Customer may record the Inquiry appointment, subject to Hyland agreement, and provided that such recordings are used only internally.
 - B. Hyland may limit the scope of each Inquiry to the questions and discussion items submitted in advance by the Customer in the Inquiry request.
2. Customer shall be permitted up to one (1) additional hour of follow-up consultation relating to each Inquiry.

	<p>3. In response to Customer Inquiries, Hyland will, as appropriate:</p> <ul style="list-style-type: none"> A. Conduct reasonable research and preparation in order to respond to the Inquiry (provided the Customer has delivered a written summary of questions at the time of the Inquiry request). B. Provide consulting services in relation to Software use. C. Recommend solution configuration changes and/or design reviews. D. Attempt to identify root causes of problems and/or troubleshoot solution configuration; and E. Make recommendation(s) for remediation and resolution paths for Customer. <p>4. Hyland’s response may be delivered electronically or verbally.</p> <p>5. Hyland will use reasonable efforts to schedule consultations in response to Inquiries within a seventy-two (72) business hour period from time of submitted Inquiry; and</p> <p>6. Any additional Inquiries requested by Customer will result in a pricing adjustment and will follow the defined Change Control Process outlined in this document.</p>
<p>Configuration Management Database Document</p>	<p>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.</p>
<p>Solution Design Documentation</p>	<p>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.</p>
<p>Quarterly Sponsor Review</p>	<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. Customer has access to use Hyland Care EHR Services for one (1) LTR Release annually for the number of products defined in the Order Form, using Hyland’s recommended approach through Hyland Care EHR Services.
Solution Upgrade	<p>Solution upgrade services provided to the Customer will consist of the following:</p> <p>Project Team and Project Coordination</p> <p>The Hyland project team will consist of one (1) or more consultants to support technical activities, as well as a primary Project Manager to provide project coordination. Project coordination shall include the following:</p> <ol style="list-style-type: none">1. Managing project initiation, coordinating schedules and resources, and developing the Project Plan.2. Coordination and collaboration with Customer Project Management resource(s); and3. Weekly and/or daily involvement where necessary to track project progress, issues, scope creep and impact, and generating Change Orders as needed. <p>Project Initiation</p> <ol style="list-style-type: none">1. Project kick-off and planning activities; and2. Delivery of a Project Plan. <p>Environmental Setup and Upgrade</p> <ol style="list-style-type: none">1. Delivery of an Upgrade Delivery Plan.2. Upgrade of up to three (3) environments including:<ol style="list-style-type: none">a. Up to two (2) non-production; andb. One (1) production.3. Completion of basic Software testing to validate general functionality following the upgrade (e.g., user login, client-side Software installation,

core module functionality, general retrieval, and archive).

User Testing

1. Hyland will provide User Testing support over a two (2) week period.

Production Cut Over

1. Hyland and the Customer will decide on a date and time to begin the production upgrade.
2. Hyland and Customer will discuss a cut over plan.
3. Cut over will be executed within a one (1) day period.
4. Hyland will provide one (1) day of dedicated go-live assistance immediately following the production upgrade.

Project Closure Activities

1. Provision of any final recommendations and/or identification of next steps as appropriate.

The Solution Upgrade is provided once per term at the Advise, Operate and Enhance service levels (meaning, if the term is multiple years, this is provided once during each multiple year term)

Solution Optimization Assessment

Customer may request that Hyland perform a solution optimization assessment. Upon such request, Hyland will evaluate the services expected and advise Customer of the number of elective Change Requests that will be required for such assessment. Customer may then instruct Hyland to proceed, subject to having a sufficient number of Change Requests available for use during such term.

Strategic Workshop

An engagement designed to help Customer discover the top priorities and deliver an action plan to achieve quick wins that may drive changes to the Software solution. The Strategic Workshop is provided once per term at the Advise, Operate and Enhance service levels (meaning, if the term is multiple years, this is provided once during each multiple year term)

Incident

Is defined as an unplanned interruption to Software or solution or reduction in the quality of the Software.

	<p>For the purposes of Hyland Care EHR 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 determine is critical.
Problem	<p>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>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>
Release	<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>
Review	<p>An evaluation of an Incident, Problem, Change or Release created by Customer</p>

	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.
Response	Hyland actively engages in identifying root cause and makes recommendation(s) for how to correct.
Resolution	Hyland receives/produces a response resolution plan and acts to implement a 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.
System Outage	<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. If a System Outage is caused by Changes requested by Customer to the production environment, Hyland may reverse or “undo” such Changes in order to revert to the previous functionality.</p> <p>Customer is responsible for reporting a System Outage by submitting a Technical Support Case via Hyland Community or contacting Technical Support: https://community.hyland.com/login?returnUrl=/customer-portal/wiki/hyland-support/technical-support-phone-numbers</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>For the Advise service level, customer is limited to 24 service requests per year. There are no limitations on the number of Service Requests submitted by the customer during the Term for the Operate and Enhance service levels.</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

Requests by Customer for any addition (installation), modification or removal of anything that has an effect on existing Software or solutions.

Changes are categorized based on type of Change Requests.

Service Desk will attempt to begin Review of the submitted Customer Change Request within one (1) business day, during Standard Business Hours.

If reported during off-hours, the Service Desk will begin actively working the next business day.

Appendix 2 - Description of Add-On Managed Services

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

Add-Ons Available
Custom Script Enhancement(s) and/or Development Requests
Additional Change Requests

Custom Script Requests

If Customer purchases Custom Script Requests as an add-on Managed Service, Customer will be entitled to use its Change Request account balance to open a Change Request relating to a non-software code or configuration item used in a customer Hyland solution, including but not limited to APIs, Unity Scripts, or pre-processors. See "Initiating Service Requests and Change Requests" and "Enhance/Expand Change Request" sections for details regarding submission and management of Change Requests.

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 subscription term.

Appendix 3 – Cloud Migration

Hyland will provide Professional Services to Customer related to the migration of Customer's current Software environments, solutions, and corresponding content to the Hyland Cloud Platform Engineering (CPE) hosted environment, including:

1. The following environments:
 - A. Up to two non-production, and
 - B. One production.
2. The following Hyland products:
 - A. OnBase.
3. If required, support for an upgrade of the following Hyland products:
 - A. OnBase.

The project will begin with a migration workshop where Hyland will review the Customer's existing environment and create a plan to migrate to the Hyland Cloud. Once the workshop is completed, Hyland will build the hosted production environment. As part of the implementation phase, Hyland will make the necessary changes to the Software to properly operate in the hosted environment. Areas of focus for changes as described in this Professional Services proposal shall be limited to environmental-related connections, products/modules configuration, functionality, and integrations which require changes due to a move from a premise-based solution to the Hyland CPE hosted environment.

Upon completion of the migration, and testing/validation by Hyland within the initial Software environment, User Testing (UT) by the Customer may begin. Hyland will provide testing support during this time. Upon completion of the testing period for the initial environment, Hyland will work with Customer to finalize the production cutover/go-live plan and responsibilities.

The cutover/go-live phase will include the migration of delta content, as well as a production database backup. Once the restoration of all data is complete and all necessary configuration changes are made, Hyland will provide support as Customer performs final testing and validation tasks. Upon completion of final testing, Customer will go live in the hosted environment. Hyland Professional Services support for Customer go-live will be provided for a period of two (2) weeks and will include calls to discuss open issues or concerns, and coordination with Customer to address any mutually agreed upon changes or updates.

See below for a recap of the general project activities:

1. Project initiation and kick-off.
2. Data assessment:

- A. Review of Customer's current data
 - i. The following areas will be reviewed.
 - ii. Orphaned documents.
 - iii. Blank identifiers.
 - iv. Duplicate identifiers; and
 - v. Merge process.
 - B. Any data cleanup identified by the assessment is excluded from the migration scope.
 - C. Migration workshop including discovery sessions for environmental/solution review, gathering of requirements for the hosted environments and any solution changes, and drafting of the migration plan.
3. Creation of documentation and review of the materials with Customer.
 4. Migration of initial data (e.g. database and file storage documents);
 5. Implementation of Hyland hosted environment(s):
 - A. Environment build and solution configuration.
 - B. Security and authentication.
 - C. Functional testing.
 - D. Deployment testing; and
 - E. Administrative training.
 6. User Testing (UT) support.
 7. Migration of delta data.
 8. Production cut-over and go live support.
 9. Solution stabilization support.

The services will include the following changes/updates and related activities:

1. General/environmental (either directly by Services or in support of Hyland CPE efforts):
 - A. Directory paths for content storage (i.e., disk groups, OSMs).
 - B. Processing paths for modules or other means to access data.
 - C. Paths, URL's, data sources, etc. within script configuration of Software.
 - D. File location references within electronic/HTML forms.

- E. Re/configuration of scheduled tasks or timers.
- F. Module reconfigurations as applicable.
 - i. Ad-hoc Scanning.
 - ii. Advanced Capture.
 - iii. Application Enabler.
 - iv. Bar Code Generator.
 - v. COLD / ERM.
 - vi. Document Import Processor.
 - vii. EDM Services.
 - viii. Integration for Microsoft Outlook.
 - ix. Mailbox Importer.
 - x. PDF Input Filter.
 - xi. Production Document Imaging (Kofax or Twain); and
 - xii. Virtual Print Driver.
 - xiii. Additional reconfigurations as defined in the Cloud Assessment report.
- G. Review of current solution to include the following:
 - i. Autofill Keyword Sets.
 - ii. Document Import Processes (DIPs).
 - iii. COLD Processes.
 - iv. Scan Queues; and
 - v. COLD Preprocessors.
 - vi. Internal Autofill Keyword Sets.
 - vii. Lifecycles/Workflow Solutions.
 - viii. Unity Forms.
 - ix. Scheduled Processes; and
 - x. Standard Custom Queries.
- H. User security and authentication with Hyland IdP or 3rd party SSO; and

- i. Security administration.
2. Custom Solution Changes (if determined by Hyland to be applicable):
 - A. External AutoFill Keyword Sets (if applicable):
 - i. Reconfiguration from external ODBC to internal using Customer-provided flat files; and
 - B. External Keyword Data Sets (if applicable):
 - i. Reconfiguration from external ODBC to internal using Customer-provided flat files; and
 - C. Hyland will implement a data broker service to enable solution functionality to connect externally from the Hyland Cloud to Customer's internal database(s). Customer will be responsible for exposing the Hyland data broker service on their own hardware to the internet so it can be called and ensure the services has the appropriate access to the database(s) it needs to call. The following solution configuration will be updated to connect through this data broker service:
 - i. External AutoFill Keyword Sets.
 - ii. External Keyword Data Sets; and
 - iii. Database calls in Customer's existing Unity Scripts.
 - D. Inbound and outbound data will remain in delimited flat files. For outbound data, Software will place delimited flat files with associated metadata in an outbound SFTP location in Hyland Cloud. Customer is responsible for SFTP file transfer of files to customer network.
 - E. In the event additional integrations need to be converted to flat files, a change order may be required.
 - F. Financial Aid (FA) solution integrations for check listing and verification complete updates to SIS:
 - i. Replacement of EIS/BizTalk with flat file exports using native features of the Software (e.g., workflow):
 - i. Files will export to an outgoing SFTP location, which Customer will use to program updates to SIS on a frequency satisfactory to the business; and
 - ii. Scripting or other custom integration methods will not be utilized to support this replacement functionality.

- ii. Removal of the existing EIS configuration from Software and turning off the BizTalk applications.
- G. Custom development:
 - i. Modify configuration currently utilizing direct database connections to use Customer-provided flat files.
 - ii. Deliver the following:
 - i. Web service lookups:
 - i. Update the existing flat-file/direct database lookups used with Customer-provided web-services; and
 - ii. Work with Customer to update existing lookup(s) to utilize Customer-provided web-services.
 - ii. Web service exports:
 - i. Update the existing flat-file/direct database exports used with Customer-provided web-services; and
 - ii. Work with Customer to update existing export(s) to utilize Customer-provided web-services.
- H. Brainware:
 - i. Deploy Customer on the latest commercially available release of the Software.
 - ii. Brainware Web Verifier will be implemented.
 - iii. Upgrade the following solution to the latest commercially available release:
 - i. Brainware for Invoices.
 - ii. Brainware for Transcripts.
- I. Review Customer solution and determine what customizations need to be modified, for the purpose of maintaining current solution functionality within the upgraded Software environment.
- J. Modify configuration for the following direct database connections to Customer's third-party ERP system to use Customer-provided flat files:
 - i. PO information; and
 - ii. Vendor information.
 - iii. Student information; and

- iv. Institution information.
- k. Modify configuration for the following flat file/direct database connections to Customer's third-party ERP system to use Customer-provided web services:
 - i. PO information; and
 - ii. Vendor information.
 - iii. Student information; and
 - iv. Institution information.

Assumptions

This project is based upon the below assumptions being true. If for some reason these assumptions prove to be false, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver:

Project/Services Assumptions

1. The scope and estimate provided as part of this Services Proposal is based off the information provided by the Customer through the On-Premise to Hyland Cloud Migration Questionnaire. In the event additional information is uncovered during the course of the project that requires additional Professional Services then a Change Order will be required.
2. Should Hyland deem an upgrade is necessary to address any technical challenges or concerns, an upgrade may be provided at a service patch level and only for specific Software functionality as required.
3. All services will be provided remotely.
4. Hyland will utilize a copy of the production environment to create the non-production environment(s);
5. Development in Customers' existing non-production environment(s) must be promoted to production by Customer prior to the initial migration or it will be unavailable in the hosted environments.
6. Customer will migrate unique environments:
 - A. Services include support for one (1) migration of each environment, plus one (1) delta migration for the production environment.
7. Any changes or planned changes being made to the on-premise system must be reviewed and

- approved by the Hyland project team;
8. Customer is responsible for duplicating changes made in the on-premise system to the hosted environment. Once customer implements changes in the hosted environment, Customer is responsible for testing of the added functionality.
 9. A migration checklist will be utilized to track activities and the respective responsible parties. The checklist will be created as a result of discovery sessions and the initial migration and updated as necessary for use during the migration of subsequent environments.
 10. Hyland CPE will create the hosted environments (including any installation/upgrade work) and migrate the solutions as is, updating the environmental-related connections and configurations with the help of Hyland Professional Services as necessary:
 11. Hyland Professional Services will provide general support for the migration, the changes or configuration specified in scope, and general solution testing/validation:
 12. Hyland Professional Services support for Customer User Testing (UT) will not exceed a period of two (2) weeks for each environment.
 13. Changes requested for an environment after the testing period has been completed may require additional time/budget and a Change Order;
 14. Project cutover and go live will each be a one (1) time event.
 15. Hyland Professional Services support for Customer go-live will not exceed a period of two (2) weeks; and
 16. Following go-live support, support for the solution will be transitioned from the Professional Services team to the Managed Services Support team. Customer may then report issues through the standard Technical Support procedures.

Solution Assumptions

1. Customer is currently or will be using Microsoft SQL Server as the database platform at the time of project engagement.
2. As part of the migration activities performed by Hyland CPE, Hyland may elect to upgrade Customer's solution to the latest commercially available version of the Software.
3. Any inconsistencies found within the database during upgrade/migration that require resolution may necessitate a Change Order.
4. Customer understands that some aspects of how the solution works, integrates with third party

systems, or internal business processes and procedures may need to change as a result of moving from an on premise to hosted environment.

5. Customer understands that any direct database connections, lookups or integrations will need to be modified as these will not be possible within the hosted environment.
6. If Software products (e.g., modules, agents, components) that the Customer is currently licensing from Hyland have reached an end-of-life state, Customer shall be required to use Change Requests for the installation, setup, testing, and training of such Software. In addition:
 - A. Customer may be required to purchase replacement Software products in order for installation services to be provided.
 - B. Customer understands that when end-of-life products are replaced, the use, functionality, and features of the new products may differ; and
 - C. Hyland will provide recommendations on any required solution re-designs which may be necessary due to products changes. Customer is responsible for all solution design and/or configuration changes related to new products.
7. Customer's solution does not or will not include any of the following, post-migration:
 - A. Direct database connections to third party systems.
 - B. Direct access to the database for the purposes of reporting or other needs.
 - C. Database customizations.
 - D. Custom development.
 - E. Custom scripts.
 - F. Custom integrations.
 - G. Reporting solutions; and
 - H. Deprecated products.
8. All referenced URLs called by the Software within the hosted environments must be exposed and secured with SSL.
9. Import files needed for the hosted solution will be transferred to the hosted environments by the customer via an incoming SFTP location.
10. Export files produced by the hosted solution will be placed by Software to an outgoing SFTP location; and
11. Custom Work Products provided are not covered by Hyland Maintenance and Support. Hyland cannot guarantee that the custom solution will be compatible with future versions of either the

Software or other third-party systems. Customer is responsible for costs involved in the migration of the custom solution to future releases of the Software/third party systems, or in the event of third party system changes. Assistance from Hyland can be requested on a time and materials basis to help with these efforts under the terms of a separate services contract.

Integration Assumptions (if applicable)

1. Data retrieved from and exported for third party system will remain unchanged. Only the method of integration will be updated.
2. Customer is responsible for making all configuration updates and/or changes to third party system as required for implementation of the custom/web service integration(s); and
3. Customer has a functioning non-production third party system environment in which to develop and test the integrations.

Exclusions

The following items are considered out of scope for this engagement:

1. Changes by Hyland to Customer's existing solution/design other than those listed in scope.
2. Data cleanup or database inconsistencies identified during the engagement that require resolution.
3. Use of Brainware Verifier desktop client
4. Implementation or support for the following:
 - A. More than one (1) upgrade from current version of Software.
 - B. Software solution updates related to newly available functionality in the upgraded version of the Software.
 - C. New Software solutions for the purposes of business processing or management.
 - D. New Software products other than those listed in scope.
 - E. Software updates to account for functionality of deprecated modules.
 - F. Solution updates to account for functionality of deprecated modules.
 - G. Custom scripting, development, or integrations.
 - H. Reporting functionality, including replacements to current reporting functionality:
 - i. A number of options exist to replace reporting functionality including new Software modules, Professional Services to create custom reports, or hosted offerings. If Customer or solution require new or different reporting

functionality, additional discussion is required to identify and provide pricing for the desired option.

5. Solution training guides/documentation and end user training; and
6. Solution assessment or health check.

***** End of Document *****