

### Hyland Care AP Services Schedule for Existing Customer

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

- Hyland Care AP Services supports one (1) production and one (1) non-production environments.
- Services will be provided in English only.
- All services will be performed remotely;
  - If Customer and Hyland mutually agree to onsite visits by Hyland resources, Customer agrees that travel expenses will be billed separately from Hyland Care AP Services fees.
- 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 included under each type are provided in Appendix 1.

<b>Services</b>	<b>HYLCAREAPEXIST (Enhance MS Level)</b>	<b>HYLCAREAPEXIST (Operate MS Level)</b>
<b>Service Desk</b>	Designated	Designated
<b>Service Delivery Manager</b>	Designated	Designated
<b>KPI Report</b>	Included	Included
<b>Monthly Activity Report</b>	Included	Included
<b>Solution Optimization / Assessment</b>	Included	Included
<b>Strategic Workshop</b>	Included	Included
<b>Solution Upgrade</b>	Included	Included
<b>Administration</b>	Included	Included

<b>Solution Lead</b>	Included	Included
<b>Inquiries</b>	Included	Included
<b>Configuration Management Database</b>	Included	Included
<b>Solution Design Documentation</b>	Included	Included
<b>Quarterly Sponsor Review</b>	Included	
<b>Long-Term Release Management</b>	Included	
<b>Incident</b>	Review Response Resolution	Review Response Resolution
<b>Change</b>	Review Response Resolution	Review Response
<b>Release</b>	Review Response Resolution	Review Response
<b>Problem</b>	Review Response Resolution	Review Response Resolution

### Assumptions

Hyland Care AP 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 AP 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 AP Services are intended to assist with specific requests for assistance and shall not be used to support in-depth or ongoing project activities, unless planned for in advance and mutually agreed in writing. Requests for Professional Services that do not constitute Hyland Care AP 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 AP 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 AP 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 AP 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 forty (40) Change Request service engagements per year. This number of Change Request service engagements will be provided over the course of the multiple year term. Inquiries are unlimited under the Operate and Enhance service levels.

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 AP 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 Inquires 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 AP 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 AP Services.

Customer Personnel

1. Customer will assign a sponsor/manager, who is the final escalation point for all issues and decisions:
2. The sponsor/manager will ensure that the appropriate Customer personnel are assigned and made available, when necessary.
3. The sponsor/manager will manage all customer obligations as defined within this Services Proposal; and
4. The sponsor/manager will coordinate all key departmental decision makers, technical experts, subject matter experts, end user representatives and third-party software application resources.
5. 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.
6. 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.
7. 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.
8. 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
9. 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:

1. 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
2. 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 AP Services Schedule is defined in the Order Form.

After the Initial Term, this Hyland Care AP Services Schedule will renew automatically for Hyland Care AP Services, 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 AP Services for convenience. All prepaid fees are non-refundable.

## Appendix 1 – Hyland Care AP Services Definitions

Services	Description
<b>Service Desk</b>	<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>
<b>Service Delivery Manager</b>	<p>Primary Hyland resource responsible for overseeing the successful delivery of Hyland Care AP Services. Primary responsibilities include:</p> <ol style="list-style-type: none"> <li>1. Oversees coordination and management of day-to-day operational aspects of client’s environments.</li> <li>2. Leading the service delivery, managing conflict, and ensuring the team's processes and tasks are carried out efficiently.</li> <li>3. Escalate Inquiries, Service Requests and/or Change Requests as needed; and</li> <li>4. Prepare and facilitate Monthly Activity Report(s) and Quarterly Sponsor Review(s), as applicable.</li> </ol>
<b>Solution Lead</b>	<p>A solution lead will facilitate project oversight and undertake the following responsibilities:</p> <ol style="list-style-type: none"> <li>1. Attend monthly meetings with Customer’s project sponsor for the lifecycle of the project.</li> <li>2. Provides overall Solution guidance.</li> <li>3. Working with Customer to tailor specific requirements to the implemented Solution.</li> <li>4. Assisting in preparation of the Solution Design Document to reflect agreed upon Customer requirements.</li> <li>5. Working with Customer to identify, document, and prioritize enhancement requests.</li> <li>6. Assisting with quality assurance efforts.</li> <li>7. Evaluating testing issues to verify defects versus enhancements.</li> <li>8. Assisting in the Go-Live implementation.</li> <li>9. Managing technical escalations and related communications.</li> <li>10. Scheduling monthly Customer check-in meetings to review solution activity and proactively identify, plan, and prioritize solution needs and enhancements.</li> </ol>
<b>KPI Reports</b>	<p>Hyland will review Customer’s existing AP solution and analyze KPI (Key Performance Indicator) data. Hyland will review the initial KPI Report with Customer and recommend updates or changes, as applicable. Customer will use Change Request service engagements to implement its desired updates and changes. Hyland will provide an updated report, monthly, as a part of the Monthly Activity Report, reflecting changes to the KPI data.</p>
<b>Monthly Activity Report</b>	<p>A monthly report delivered by Hyland which may include:</p>

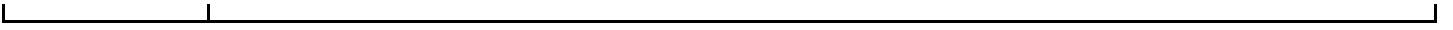


	<ol style="list-style-type: none"> <li>1. Summary of work and tasks completed, upcoming work, known issues or risks.</li> <li>2. Summary of outstanding Inquiries, Service Requests and/or Change Requests; and</li> <li>3. Other reporting details as mutually agreed upon, to provide clear communication paths and to summarize monthly activity, including the updated KPI Report.</li> </ol>
<p><b>Administration</b></p>	<p>Means services provided under the direction and supervision of the Customer, which may include:</p> <ol style="list-style-type: none"> <li>1. Performing recurring activities to ensure stability and availability of Software and solutions.</li> <li>2. Responding to business needs to create, modify, or delete user accounts for existing security groups within the Software.</li> <li>3. Help maintain non-production environments for testing, training, and/or issue resolution.</li> <li>4. Respond to questions concerning product capabilities.</li> <li>5. Maintain a more detailed understanding of the Customer's environment solutions deployed within Software.</li> <li>6. Analyzing solution performance trends.</li> <li>7. Executing solution optimization tasks.</li> </ol> <p>These services are provided for all then-currently implemented Hyland solutions at the Enhance service level and only for OnBase Integration with Customer's EHR solution at the Operate service level.</p>
<p><b>Inquiries</b></p>	<p>Request by Customer for remote online consultation services between the Customer and a consultant</p> <ol style="list-style-type: none"> <li>1. Each Inquiry includes up to one (1) hour of remote online consultation services between the Customer and a consultant: <ol style="list-style-type: none"> <li>A. Customer may record the Inquiry appointment, subject to Hyland agreement, and provided that such recordings are used only internally.</li> <li>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.</li> </ol> </li> <li>2. Customer shall be permitted up to one (1) additional hour of follow-up consultation relating to each Inquiry.</li> <li>3. In response to Customer Inquiries, Hyland will, as appropriate:</li> <li>4. 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).</li> <li>5. Provide consulting services in relation to Software use.</li> <li>6. Recommend solution configuration changes and/or design reviews.</li> <li>7. Attempt to identify root causes of problems and/or troubleshoot solution configuration; and</li> <li>8. Make recommendation(s) for remediation and resolution paths for Customer.</li> <li>9. Hyland's response may be delivered electronically or verbally.</li> <li>10. 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</li> </ol>

	<p>11. 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>
<b>Configuration Management Database Document</b>	<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>
<b>Solution Design Documentation</b>	<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>
<b>Quarterly Sponsor Review</b>	<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>
<b>Long-Term Release (LTR) Management</b>	<p>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 AP 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 AP Services.</p>
<b>Solution Upgrade</b>	<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"> <li>1. Managing project initiation, coordinating schedules and resources, and developing the Project Plan.</li> <li>2. Coordination and collaboration with Customer Project Management resource(s); and</li> <li>3. Weekly and/or daily involvement where necessary to track project progress, issues, scope creep and impact, and generating Change Orders as needed.</li> </ol> <p>Project Initiation</p> <ol style="list-style-type: none"> <li>1. Project kick-off and planning activities; and</li> <li>2. Delivery of a Project Plan.</li> </ol> <p>Environmental Setup and Upgrade</p> <ol style="list-style-type: none"> <li>1. Delivery of an Upgrade Delivery Plan.</li> <li>2. Upgrade of up to two (2) environments including: <ol style="list-style-type: none"> <li>A. Up to one (1) non-production; and</li> <li>B. One (1) production.</li> </ol> </li> <li>3. Install and configure the latest AP KPI Reports; and</li> </ol>

	<p>4. 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).</p> <p>User Testing</p> <p>1. Hyland will provide User Testing support over a two (2) week period.</p> <p>Production Cut Over</p> <p>1. Hyland and the Customer will decide on a date and time to begin the production upgrade.</p> <p>2. Hyland and Customer will discuss a cut over plan.</p> <p>3. Cut over will be executed within a one (1) day period.</p> <p>4. Hyland will provide one (1) day of dedicated go-live assistance immediately following the production upgrade.</p> <p>Project Closure Activities</p> <p>1. Provision of any final recommendations and/or identification of next steps as appropriate.</p> <p>The Solution Upgrade is provided once per term at the Operate and Enhance service levels (meaning, if the term is multiple years, this is provided once during each multiple year term)</p>
<p><b>Solution Optimization Assessment</b></p>	<p>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.</p>
<p><b>Strategic Workshop</b></p>	<p>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 Operate and Enhance service levels (meaning, if the term is multiple years, this is provided once during each multiple year term)</p>
<p><b>Incident</b></p>	<p>Is defined as an unplanned interruption to Software or solution or reduction in the quality of the Software. For the purposes of Hyland Care AP Services, Incidents are defined as System Outages or a Service Request which:</p> <p>1. Affects a business line and causes serious interruption to business activities and must be resolved with urgency; and</p> <p>2. Customer and Hyland determine is critical.</p>
<p><b>Problem</b></p>	<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>
<p><b>Change</b></p>	<p>Changes are any addition (installation), modification or removal of anything that has an effect on existing Software or solutions. Changes are:</p> <p>1. often the result of business requirements or changes in the Customer Software solution at the request of the Customer.</p>

	<ol style="list-style-type: none"> <li>2. not the result of Incidents and Problems.</li> <li>3. scheduled services that the Customer must request and schedule 72 hours in advance; and</li> <li>4. subject to review by Hyland if work effort for Change Resolution is greater than eight (8) hours.</li> </ol> <p>For any requested Changes, Customer is responsible to submit a Change Request via Hyland Community as an Issue.</p>
<b>Release</b>	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.
<b>Review</b>	An evaluation of an Incident, Problem, Change or Release created by Customer and sent to Hyland for review and comment. The purpose of a Review is to evaluate a component and propose a Response for potential resolution or closure.
<b>Response</b>	Hyland actively engages in identifying root cause and makes recommendation(s) for how to correct.
<b>Resolution</b>	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.
<b>System Outage</b>	<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: <a href="https://community.hyland.com/login?returnUrl=/customer-portal/wiki/hyland-support/technical-support-phone-numbers">https://community.hyland.com/login?returnUrl=/customer-portal/wiki/hyland-support/technical-support-phone-numbers</a></p>
<b>Service Request</b>	<p>Request by Customer relating to routine day-to-day tasks or Incidents which are not defined as System Outages.</p> <p>There are no limitations on the number of Service Requests submitted 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>
<b>Change Request</b>	<p>Requests by Customer for any addition (installation), modification or removal of anything that has an effect on existing Software or solutions.</p> <p>Changes are categorized based on type of Change Requests.</p> <p>Service Desk will attempt to begin Review of the submitted Customer Change Request within one (1) business day, during Standard Business Hours.</p> <p>If reported during off-hours, the Service Desk will begin actively working the next business day.</p>



## Appendix 2 - Description of Add-On Managed Services

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

<b>Add-Ons Available</b>
Custom Script 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.

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