

Assist Managed Services Schedule

Assist Managed Services; Add-On Managed Services

Hyland will provide to Customer Managed Services during an initial term that shall begin on the Subscription Start Date and continue through the Subscription End Date (the "Initial Term"), as set forth on the Order Form within which this Managed Services Schedule is incorporated (the "Order Form"). As used herein, "Assist Managed Services" shall mean the services described in the "Services Description", and shall be provided as follows:

- The Assist Managed Services shall be specific to Hyland products;
- 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 Managed Services fees.
- Services will be provided in English only;
- Services will be provided during Standard Business Hours defined as 8:00 a.m. to 6:00 p.m. Customer's local time zone Monday through Friday, in Customer's designated primary location; and
- Resources assigned to perform the Services may be employees or agents (including third party contractors) of Hyland Software, Inc. or its' subsidiaries located in other countries. Such resources may have access to Customer's data and Customer consents to such access and, to the extent applicable, waives any restrictions in the Underlying Agreement (as defined in the Order Form, if applicable) prohibiting the use of such resources or access to Customer's data as needed to perform the Services.
 - If United States based resources are required by Customer, the Offshore Restriction add-on may be purchased at additional cost.

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.

Services Description

Assist Managed Services are remote online consultation services between the Customer and a Hyland consultant and are initiated by submitting an Inquiry within the Hyland case submission process. The Order Form will set forth the agreed number of Inquiries permitted during the Initial Term. The process for initiating an Inquiry is described further below.

1. Assist Managed Services will be provided by:

A. Service Desk

- i. Responsible for coordinating the management of Service Requests and Change Requests created by the Customer. Such resources that Hyland, in its direction provides to Customer, may be designated but not dedicated solely to the Customer and may change based on general resource availability.

B. Service Delivery Manager

- i. Primary Hyland resource responsible for overseeing the successful delivery of Assist Managed Services. Primary responsibilities include:

- I. Leading the service delivery, managing conflict, and ensuring the team's processes and tasks are carried out efficiently; and
 - II. Prepare and facilitate Monthly Activity Report(s).
2. Each Inquiry includes up to two (2) hours of remote online consultation services between the Customer and a consultant;
 - A. Customer may record the Inquiry appointment, subject to Hyland written or verbal 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;
 - C. Requests requiring more than one working session will be scheduled based upon resource availability;
 - D. Hyland reserves the right to charge multiple Inquiries from the account balance for requests (and will advise Customer of the number of Inquiries to be charged, if applicable); and
 - E. Hyland will provide a Monthly Activity Report of Inquiry information that will include the following information:
 - i. Opening balance
 - ii. Credits
 - iii. Debits
 - iv. Remaining balance
3. During a Customer Inquiry, Hyland will, as appropriate:
 - 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 and implement solution configuration changes and/or design reviews;
 - D. Attempt to identify root causes of problems and/or troubleshoot solution configuration;
 - E. Make recommendation(s) for remediation and resolution paths for Customer; and
 - F. Provide hands on assistance using online collaboration tools during scheduled remote consulting session.
4. Hyland's response may be delivered electronically or verbally;
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;
 - A. Specialized requests for Custom Scripting or Database Expertise may require longer lead time for staffing and a response
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;
7. In a single month, Customer may submit no more than twenty-five (25) percent of the total annual Inquiry allotment; and
8. Unused Inquiries will not be rolled over into any subsequent period or Renewal Term.

Assumptions

1. All Inquiries must be reported directly via Hyland case submission process and cannot be communicated through any indirect means;
2. All Inquiries will be charged a minimum of one (1) Inquiry per request; Hyland reserves the right to charge multiple Inquiries from the account balance for Inquiry requests which may encompass multiple issues or matters;
3. Customer will provide availability of preferred date(s) and time(s) for Hyland's consultation in response to an Inquiry;
4. Hyland will confirm the time for the consultation response with Customer by sending a corresponding meeting invitation to the requestor;
5. Hyland's consultant will wait up to 15 minutes following the start of the confirmed appointment start time for the arrival of the Customer. If the Customer fails to arrive within the initial 15 minutes of the scheduled appointment, the scheduled Inquiry will be cancelled, and Customer's Inquiry account balance will be charged for the Inquiry;
6. If the Customer arrives late but within the 15-minute wait time, that wait time will be applied against the one hour allotted consultation time for the Inquiry;
7. If Customer cancels or reschedules and Inquiry less than 24 hours in advance of the scheduled consultation appointment, Customer's Inquiry account balance of Inquiries will be charged for the Inquiry;
8. Customer may request follow-up Inquiries with the same consultant to maintain continuity; however, consultant assignment is subject to such consultant's availability; and
9. Customer personnel who are permitted to submit Inquiries must be qualified to interact on a technical basis at a level required to support the existing Hyland solution and shall be identified by Hyland at or following the Subscription Start Date. Hyland will not be required to respond to Inquiries from non-authorized personnel.

Exclusions

The following items are not covered under Assist Managed Services:

1. Inquiries relating to products, functions, and/or features that are not generally available;
2. Consultation, expertise and/or support of third-party software or hardware;
3. Services to support Customer end users (including, but not limited to, manual password resets, taking support calls from users, end user training), unless otherwise agreed to by Hyland in writing.
4. Replacement for general Technical Support or Cloud Product Engineering Support;
5. Routine software maintenance and/or administration; and
6. Full project management and delivery utilizing Hyland's formal project methodology in any form.

Requests for excluded items or Professional Services that do not constitute Assist Managed 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.

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

Unless otherwise specified herein, after the Initial Term, this Managed Services Schedule will renew automatically, at the then current service level, for periods equal to the Initial Term (each, a "Renewal Term"), unless either party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then-current Initial Term or Renewal Term, as applicable.

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

At least forty-five (45) days prior to the expiration of the Initial Term (or applicable Renewal Term), Hyland will provide an invoice setting forth the fees applicable to the Renewal Term. Such invoice shall be due and payable on or before the first day of the Renewal Term. Hyland may not increase the fees for any Renewal Term by more than ten (10) percent of the fees payable with respect to the then expiring term.

Notwithstanding anything to the contrary in the Underlying Agreement (as defined in the Order Form, if applicable), the Professional Services Terms and Conditions (including Schedule 1, if applicable) or otherwise, Customer may not terminate the Managed Services for convenience. All prepaid fees are non-refundable.

Appendix 1 - Description of Add-Ons

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

Add-Ons Available
Additional Inquiries
Offshore Exclusion

Additional Inquiries

Hyland will provide additional quantities of Inquiries (with each quantity being comprised of twelve (12) requests as indicated on the Order Form or through the Change Control Process.

Hyland will update Customer’s account balance to reflect the additional Inquiries that will be available during the course of the Term.

All standard rules, assumptions and exclusions apply to additional Inquiries.

Offshore Exclusion

Hyland will only use resources located in the United States.

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