

Assurance Services Schedule

Assurance Services; Add-On Assurance Services

As used herein, "Assurance Services" shall mean the services described in the **Assurance Services Level Offerings** table below (Small, Medium, Large package) that corresponds to the service level offering selected by Customer and set forth on the Order Form. The following applies to all Assurance Services levels:

- Hyland’s involvement may range from owning specific tasks to consultation only;
- Assurance Services will be provided in English;
- Assurance Services will be provided during standard business hours defined as 9:00 a.m. to 6:00 p.m. Customer’s local time zone Monday through Friday. Hyland and Customer will discuss generally acceptable working hours and take into consideration time zone differences;
- All Assurance 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 Assurance Services fees.
- The fees for Assurance Services do not include software, maintenance, hosting, or associated hardware or infrastructure costs that might be associated with Customer’s solution;
- The anticipated skill profile required for assistance is Technical Consultant and/or Business Consultant and/or Capture Consultant. Skills beyond these profiles, such as integrations, scripting and architecture are not included in this engagement and can be requested separately;
- Customer owns all project activities as well as overall project success. Any assistance provided by Hyland is meant to be consultative in nature;
- Assurance Services are meant to assist with one-off request for assistance, and that Assurance Services are not meant to support in-depth or ongoing project activities;
- Assurance Services are geared to meet Customer’s needs beyond standard technical support; however, they are not meant to replace technical support; and
- Resources assigned to perform the Services may be employees or agents of Hyland Software, Inc. or its subsidiaries located in other countries, or may be employees or agents of a third-party subcontractor. Such resources may have access to Customer data and, if applicable, to hosted environments maintained by Hyland where such Customer data may be stored. Customer’s execution of this Services Proposal hereby constitutes consent by the Customer to Hyland’s engagement of such resources and waives any restrictions in the underlying agreement prohibiting the use of such resources or access to Customer data as needed to perform the Services.

Assurance Services Package Offerings

Please reference the Order Form for the package purchased:

Package Offering	SMALL	MEDIUM	LARGE

Total Quarterly Hours Allowance	54	108	216
Quarterly Allowance: Consulting	48	96	192
Quarterly Allowance: Project Management	6	12	24
Scheduled meetings allowance	2 days per month	1 day per week	2 days per week

Description of Assurance Services

Assurance Services provide Customer a quarterly (three months) hours allowance, commencing at the Start Date as defined in the Order Form to engage Hyland Consultant(s) in a proactive, timely and consistent basis to support Customer with its ongoing activities and/or projects. The mutual goal of this engagement is for Hyland to assist with activities where mutually agreed upon with the Customer providing guidance and/or assistance relating to the software, including:

Consulting Services	Description
Solution/Project Planning	Assistance with planning - project plans, checklist, and strategies
Solution Documentation	Solution consulting around best practices and techniques for use of the software.
Solution Implementation	Installation and/or setup of software.
Solution Design	Design and configuration of software.
Solution Support	Solution troubleshooting
Requirements Analysis	Solution requirements and/or business processes.
Solution Configuration	Solution updates, changes, and/or expansion.

Resources and project planning

After the Effective Date as defined in the Order Form, the Hyland Project Manager or designated resource will contact Customer project team to discuss project logistics and plan the schedule for allocation of resource hours.

Hyland will make an appropriate Consulting Resource available for Customer work on a pre-agreed, scheduled basis (the Schedule). The Schedule will be mutually agreed upon at the start of the engagement with the Project Manager. Ad-hoc changes to the Schedule may be permitted when mutually agreed and resources are available.

Engaging with Hyland

Hyland will provide Customer a single main point of contact (the Project Manager) who will be responsible for receiving requests for assistance, and for conducting regular touchpoints. Regular touchpoints shall cover:

- Reviewing any open issues or request pertaining to Assurance Service engagement;
- Discussing future Customer initiatives or projects related to software; and
- Reviewing overall state of the engagement.

Assumptions

Assurance Services is based upon the below assumptions being true. If for any reason these assumptions prove not to be true, this may have an impact on Hyland's ability to provide the Assurance Services, as outlined in this Assurance Services Schedule and the Order Form:

- Customer understands that all general software related questions, such as request for downloads, documentation, or to report issues, should follow standard technical support process;
- Customer understands quarterly hours do not accrue and will not roll over from quarter to quarter, unless changes to the Schedule have been upon mutually agreed upon in writing;
- Customer will assign a project manager, who will act as a single point of contact for the Hyland project team, and define and prioritize tasks and requests;
- Customer is responsible for providing activities and/or tasks to the Hyland consultant in a timely manner so that hours are consumed within the quarter;
- Customer resource(s) requesting assistance have a working knowledge of software as well as the overall solution and environment;
- Customer is responsible for the providing the necessary remote access; and
- Customer will provide 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.

Exclusions

The following items are not covered under Assurance Services:

- Solution administration responsibilities;
- Any form of custom development, including but not limited to API integrations;
- Consultation and expertise in third party software or hardware;
- All general software related questions, such as requests for downloads, documentation or to report issues; and
- Full project delivery of any form.

Term/Renewal

Unless otherwise provided in the Order Form, the Initial Term of Assurance Services shall be the Initial Term (or remainder thereof) or renewal term (or remainder thereof) of the Product Subscription for the software solution for which the Assurance Services will be provided. Assurance Services shall be renewed or not renewed in the same manner as such Product Subscription. Unless otherwise defined in the Master Agreement, Product Subscription means a subscription to any product or service purchased or licensed by Customer and governed by the Master Agreement. In the event the Start Date of the Assurance Services is not defined in the Order Form, it shall be the first day of the Initial Term of the Assurance Services.

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