

## Monitor Managed Services Schedule

### Monitor 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, "Monitor Managed Services" shall mean the services described in the Monitor Offerings table below that corresponds to the service level selected by Customer and set forth on the Order Form. Descriptions of the services included within each service level offering are provided in **Appendix 1** and are provided as follows:

- Monitor Managed Services shall be specific to Hyland products;
- Managed Services will support the number of products and environments noted on the Order Form.
- All services will be performed remotely;
- Services will be provided in English only;
- Services will be provided during Standard Business Hours defined as 8:00 a.m. to 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

Monitor Managed Services is a comprehensive monitoring solution, designed to ensure optimal performance, reliability, and actionable insights for OnBase environments. Tailored for both cloud-based and on-premise deployments, Monitor Managed Services provides robust monitoring, customizable alerts, and trend analysis, enabling proactive management of system health and performance.

### Monitor Offerings

Please reference the Order Form for a description of the Service Level Offerings selected for purchase.

Services	On Premise Environment	Hyland Cloud Environment
Service Desk	Designated	Designated

Service Delivery Manager	Designated	Designated
Standard Solution Monitoring and Alerting Catalog	10 Base Alerts	10 Base Alerts
Custom Solution Monitoring and Alerting	10 Custom Alerts*	10 Custom Alerts
Monthly Trend Analysis	Yes	Yes
Server and Service Monitoring		Yes
Deployment Register	Included	Included
<b>Add-On Services Available (Appendix 2)</b>		
Offshore Exclusion	Available	Available
Additional Change Requests	Available	Available
Solution Assessments	Available	Available

\*5 custom alerts will be consumed with the deployment of the Monitoring solution

### Assumptions

Monitor Managed Services is 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 Monitor Managed Services, as well as the proposed cost and timeline to deliver such services:

1. Requested monitoring and alerting must be technically feasible;
2. Customer is aware that monitoring and alerting developed and deployed are intended to aid the customer in identifying issues in their system and provide basic troubleshooting recommendations within the alert;
3. The Customer will be responsible for reacting to the alerts;
4. Customer understands monitoring and alerting may not identify all system issues that may arise; and
5. Monitoring and alerting will only be deployed for environments identified on the order form.

## Exclusions

The following items are not covered under Monitor Managed Services:

1. Monitoring and alerting relating to products, functions, and/or features that are not generally available;
2. Alerting and monitoring of third-party software or hardware;
3. Alerting and monitoring within Test or Development environments;
4. Services to review and resolve any identified anomalies as a result of the alerting and monitoring in place;
5. Replacement for general administrative health checks recommended in Hyland official technical documentation;
6. Retention of alert data or providing access to historical alert data;
7. Routine software maintenance and/or administration; and
8. 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 Monitor 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.

## Initiating Monitoring and Alerting Requests

1. Customers shall communicate Monitor Managed Services requests to the Service Desk by opening a Managed Services case via Hyland Community;
2. Unless explicitly identified, all Monitor Managed Services requests must be reported directly to the Service Desk and cannot be communicated through any indirect means. (see appendices);
3. Customer personnel who contact the Service Desk must be authorized by the Service Delivery Manager to request Monitor Managed Services;
4. Hyland will determine whether the request submitted meets feasibility required to create the monitoring and alerting;
5. If the Monitor Managed Services request is determined to be a technical feasibility, then:
  - A. Managed Services will determine if it is a Base Alert or a Custom Alert
    - i. If the Request is for a Base Alert included within our Standard Solution Monitoring and Alerting Catalog, Managed Services will identify if the ten (10) Base Alerts offered have already been implemented. If so, it will consume an elective service engagement from the total allowed per twelve (12) month period under this agreement. If the customer has not consumed their allotted Base Alerts, it will be counted against that.
    - ii. If the Request is a Custom Alert, Managed Services will determine if the total allowed elective service engagements have been consumed for the twelve (12) month period. If not, Hyland will provide the services described below under "Change Requests."
6. Customer must respond to the Hyland service desk in a timely manner for the purposes of finalizing the requirements of the requested alerting and monitoring. 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.

## Change Requests

1. Hyland will evaluate all change requests to determine the work effort associated with the request. Customer will be limited to ten (10) elective service engagements in response to change requests per twelve (12) month period, to be managed in the following manner:
  - A. Customer will receive an "account balance" of ten (10) elective service engagements. All change requests for which active services are requested 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 based on complexity to complete the request (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. If Customer's elective service engagement balance is insufficient, Hyland will be unable to implement the additional monitoring and alerting.
    - 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 managed services delivery team (such as software conversions or implementations);
  - B. Unused elective service engagements will not be rolled over into any subsequent period or renewal term;
  - C. In a single month, Customer may request active services relating to change requests that total no more than twenty-five (25) percent of the total annual elective service engagement allotment;
  - D. Hyland will provide a monthly report of elective service engagement information that will include the following information:
    - i. Opening balance
    - ii. Credits
    - iii. Debits
    - iv. Remaining balance
2. Customer is responsible for providing sufficient business requirements and/or use cases in order for Hyland to perform change requests. Hyland reserves the right to close change requests if insufficient details are provided by the Customer or Customer is non-responsive to requests from Hyland for additional information or participation.

#### **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 – Managed Services Definitions**

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Services	Description
Service Desk	<p>Responsible for coordinating the management of standard and custom solution monitoring and alerting. 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.</p> <p>Customer will initiate any such requests to Hyland via Hyland Community.</p>
Service Delivery Manager	<p>Primary Hyland resource responsible for overseeing the successful delivery of Managed Services. Primary responsibilities include</p> <ol style="list-style-type: none"> <li>1. Leading the service delivery, managing conflict, and ensuring the team's processes and tasks are carried out efficiently;</li> <li>2. Prepare and facilitate Monthly Trend Analysis.</li> </ol>
Standard Solution Monitoring and Alerting Catalog	Catalog of Base Alerts available.
Custom Solution Monitoring and Alerting	Custom Alerts and/or implementation of additional Base Alerts.
Monthly Trend Analysis	A report of the triggered alerts and frequency of each throughout the previous month.
Server and Service Monitoring	Alerts that can be deployed for hosted customers that indicates anomalies in either the Server or installed Hyland Services.
Deployment Register	List of deployed and active monitoring and alerting jobs.
Change Request	<p>Request 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>

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

## Appendix 2 - Description of Add-Ons

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

Add-Ons Available
Offshore Exclusion
Additional Change Requests

### Offshore Exclusion

Hyland will only use resources located in the United States.

### 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 12-month period.

All standard rules, assumptions and exclusions apply to additional Change Requests.

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