

Hyland Content Innovation Cloud Starter Bundle

As part of the initial purchase of the Hyland Content Innovation Cloud Starter bundle, Hyland will provide the following one-time Professional Services. As used herein, "Professional Services" shall mean the services described in **Appendix 1** and are provided as follows:

- Professional Services shall be specific to Customer's existing OnBase Software solution(s);
- All Professional Services will be performed remotely;
- Professional Services will be provided in English only;
- Professional 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 Professional 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 Professional Services.
- Professional Services described herein will be provided in accordance with the terms of the applicable Master Agreement, Order Form, or other services agreement between the parties pursuant to which this Services Proposal was issued (the "Underlying Agreement"). Such Underlying Agreement may be a stand-alone services agreement or may be included within the agreement under which Customer licenses software from Hyland, such as a Master Software License, Services and Support Agreement, Hosting Agreement, Subscription Agreement or Framework Agreement. If such Underlying Agreement provides that services will be provided under a Statement of Work or Services Proposal or similar agreement, this Services Proposal shall be considered such Statement of Work, Services Proposal or similar agreement. All terms of any purchase order or similar document provided by Customer including but not limited to any Customer pre-printed terms and any terms that are inconsistent or conflict with this Services Proposal shall be null and void. Notwithstanding anything to the contrary herein, if the Underlying Agreement is being reviewed, negotiated, and/or executed concurrently with this Services Proposal, but has not been fully executed at the time this Services Proposal is executed, the terms set forth at <https://legal.hyland.com/Customer-Legal-Center#schedule1-termsandconditions-customers> shall govern this Services Proposal.

Professional Service Included:

1. Upgrade Services;
2. Product Education; and
3. Content Innovation Cloud Workshop.

Assumptions

Professional 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 Professional Services, as well as the proposed cost and timeline to deliver such services:

1. Project start date(s) are subject to a mutually agreed upon schedule after execution of order form;
2. Professional Services will be delivered utilizing Hyland's standard implementation methodology;

3. Each project is intended to be implemented in a timeframe of contiguous weeks. Scheduling delays that impact the project timeline will result in changes to project costs; If delays are introduced, a services proposal may be required and/or resources may be reassigned;
4. The purpose of this engagement is to create an upgraded environment that provides the same functionality that is in the Customer's current production environment. In the event this is not possible, Hyland will provide best practice recommendations on any required solution re-designs which may be necessary due to the upgrade, but the Customer is responsible for all solution design and/or configuration changes. In the event Hyland is required to perform these changes, then an additional services engagement may be required;
5. Local and remote VPN access must be provided by Customer to Hyland resources to perform the upgrade through the use of dedicated user account(s) with appropriate privileges to the Software;
6. Customer is responsible for ensuring the Software environments and new and/or existing hardware will be in place prior to the start of these Professional Services and will meet all hardware, software, and operating system prerequisites for the Software version. Please reference the module reference guide for "Technical Requirements Overview for New Installations and Upgrades" for server requirements located on the Hyland Community website;
7. Customer will create and manage any necessary service accounts;
8. If applicable, Customer will perform the database backup/restore and image repository copy/move to pre-production servers;
9. Customer will own end-to-end solution testing;
10. All environments to be upgraded will be on the same version of Software;
11. Customer is responsible for User Testing including creation of test plans, formal documentation/solution guides, and formal project management.

Exclusions

The following items are not covered under Professional 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);
3. Migration to a new data center/hosting provider;
4. Creation of additional Software environments;
5. Leveraging an existing non-production environment as the go-forward production environment;
6. Incremental upgrade;
7. Data cleanup;
8. Review and/or replacement for deprecated products;
9. Implementation of Software modules or configuration not currently in use within Customer's production environment;
10. Certificate Consulting or Disaster Recovery/High Availability support (e.g. existing Load Balancers, mirroring, fail-overs, etc.);
11. Upgrade of any products other than OnBase or Perceptive Content including but not limited to Brainware;
12. Modifications to Customer's Software solutions to work in upgraded environment:

- A. This includes any custom scripts, e-forms, workflows, API integrations, or other general configuration areas of Software;
- B. Should Software solutions require changes as a result of the Software upgrade and Hyland is required to perform these changes, then an additional services engagement may be required;

13. Solution assessment; and

14. Direct database modifications or conversions.

Requests for excluded items or additional services can be provided under a separate mutually agreed upon and executed services proposal.

Customer Obligations

To facilitate Hyland's delivery of Professional Services, Customer agrees to the following obligations. The parties acknowledge and agree that failure to meet the responsibilities noted below will affect project duration, cost and/or quality in the execution and completion of Professional Services.

1. Customer Personnel

- A. Customer will assign a sponsor/manager, who is the final escalation point for communications and decisions:
 - i. The sponsor/manager will ensure that the appropriate Customer personnel are assigned and made available, when necessary;
 - ii. The sponsor/manager will manage all Customer obligations as defined within this Services Proposal; and
 - iii. The sponsor/manager will coordinate all key departmental decision makers, technical experts, subject matter experts, end user representatives and third-party software application resources.
- B. Customer will designate a Software administrator who will undergo applicable Software training (provided separately from this proposal) recommended in order to participate actively throughout the project(s) and support all Software environments and solutions;
- C. Customer will engage the appropriate business process owners to the project(s), as well as 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. Business process owners and subject matter experts will be required to attend and contribute to all project meetings to which they have been invited for the duration of the project(s);
- D. If applicable, Customer will provide Information Services (IS)/Information Technology (IT) representative(s) to assist with the Software installation with regard to network and system administration;
- E. If applicable, Customer will provide trained technical team member(s) to assist in supporting and maintaining all aspects of the hardware, network, and/or database maintenance plans throughout the project(s);
- F. Customer will make reasonable efforts to maintain consistent resources throughout the project(s). Any anticipated changes to the core team must be communicated in writing within five (5) business days. If the change is due to illness or termination of the core team member, the change must be communicated as soon as possible;

- G. 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; and
- H. Customer will notify Hyland of Customer personnel changes to the extent personnel changes impact the performance of Hyland's obligations under this Services Proposal.

2. Software and Network Environment

- A. Hyland will review requirements for establishing connectivity and access to the Hyland Software solution;
- B. Customer will ensure all hardware is in place and made ready as dictated by the implementation schedule. This includes full, independent access to all environments in which Hyland is required to work including environments required for migrations or integrations or multiple development, testing and production environments for Software;
- C. 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. Access must be provided prior to project discovery sessions;
- D. Customer will manage third party application setup (i.e. installation, configuration), testing, training, and go-live support related to integration(s) with Software
- E. Customer will package and deploy all Software clients, unless otherwise defined within this Services Proposal; and
- F. 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.

3. Customers with on-premise environments

- A. Customer will provide a properly set-up environment in accordance with Hyland's prerequisites. Setup will consist of the installation, configuration and administration of, but not limited to, all hardware and operating systems, database instance(s), networking and required third party software;
- B. Customer will provide proper setup of networking and required third party software environment(s) in accordance with Hyland's prerequisites;
- C. Customer will manage setup, execution, and validation of database maintenance plan(s) for each Software instance;
- D. Customer will perform routine, scheduled backups and maintain disaster recovery and contingency plans for each Software instance;
- E. Customer must provide software solution 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;
- F. Customer is responsible for providing proper credentials for Hyland to access the Software solution;
- G. Customer will ensure the necessary remote access for Hyland resources;
- H. Customer will manage third party application setup (i.e. installation, configuration), testing, training, and go-live support related to integration(s) with Software;
- I. Customer will package and deploy all Software clients, unless otherwise mutually agreed to by the parties; and

J. 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.

4. Testing/Training

A. Customer will manage the deployment of Software testing/training workstation(s) (e.g. PC and scanner) including the installation of all necessary software/clients, unless otherwise defined within this Services Proposal;

B. Customer will prepare and supply the necessary testing/training resources including, but not limited to:

i. Sample, production-like, content;

ii. Electronic feeds; and

iii. Paper documents.

C. Customer will create, maintain, and execute test plans and cases, as well as track and report testing results during the testing cycle(s); and

D. Customer will train end users on the use of the Software.

Appendix 1 – Professional Services Definitions

Services	Description
Upgrade Services	<p>Hyland will provide one-time Professional Services to the Customer to upgrade OnBase Software to the latest commercially available release.</p> <p>Project Initiation</p> <ol style="list-style-type: none">1. Project kick-off and planning activities; and2. Delivery of a Project Plan. <p>Technical Review (for On-Premise Customers)</p> <ol style="list-style-type: none">1. Infrastructure evaluation to aid with environmental planning, including review of the current infrastructure and general setup or configuration of Software in order to provide recommendations on changes and/or confirmation of infrastructure plans;2. Review of Software requirements and prerequisites specific to server and client-side setup; and3. Delivery of an Architecture Diagram, a technical specifications document for the Hyland Software infrastructure. <p>Solution Evaluation</p> <ol style="list-style-type: none">1. Hyland will perform a review of the following items in Customer's production environment to ensure compatibility with the upgraded version of Software, if additional work is required to update any items, then an additional services engagement may be required:2. Hyland created forms;3. Custom reports;

4. Scripts;
5. Agents/Modules/Components that may be deprecated; and
6. For Healthcare Software solutions only, Upgrade Data Assessment review by a Database Engineer. Data cleanup identified by the assessment is not included; the following areas will be reviewed:
7. Orphaned Documents;
8. Blank Identifiers;
9. Duplicate Identifiers; and
10. Merge process review.

Environmental Setup and Upgrade

1. Delivery of an Upgrade Delivery Plan;
2. Upgrade of one (1) production and up to four (4) non-production environments; and
3. Up to five (5) Hyland built custom integration scripts via API and/or connections to external sources within each environment.

User Testing Support

1. Hyland will provide up to sixteen (16) hours of User Testing support over a two (2) week period; and
2. Technical Consultant will complete basic software testing to validate general functionality following the upgrade (e.g., user login, client-side software installation, core module functionality, general retrieval and archival).

Production Cut Over

1. Hyland and the Customer will decide on a date and time to begin the production upgrade based on mutual availability;
2. Customer is responsible for notifying users of the system outage, as services and scheduled tasks will be stopped prior to beginning the cut over;
3. Hyland and Customer will discuss a cut over plan; and
4. Cut over will be executed within a one (1) day period.

Go Live Support

1. Hyland will provide up to twelve (12) hours of Go Live support over a one (1) week period immediately following the production upgrade; and
2. Any open issues after the dedicated post-upgrade assistance will be submitted to the Hyland Technical Support team. Should any issues require Professional Services, an additional services engagement may be required.

Project Closure Activities

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

	<p>2. Hand-off to Hyland Technical Support.</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); and 3. Weekly and/or daily involvement where necessary to track project progress, issues, scope creep and impact.
Content Innovation Cloud Product Education	Access to Content Innovation Cloud eLearning and two instructor-led training seats annually.
Content Innovation Cloud Workshop	Provides a one-time engagement designed to help Customer develop a roadmap for 2-3 departments to modernize solutions with the Content Innovation Cloud platform.

Appendix 2 – Professional Services Deliverable Definitions

Services	Description
Project Plan	<p>Defines the projected schedule of project events from initiation through closure.</p> <p>Delivered within the initiation/discovery phase and updated throughout the project.</p> <p>Includes the activities, deliverables, assignments and dates required to complete the project.</p>
Architecture Diagram	<p>On-Premise Customers, this diagram outlines recommended architecture and sizing specifications for servers (physical and virtual), storage considerations and integration points with external Customer applications.</p> <p>Documents recommendations for production, test, staging/User Testing (UT), disaster recovery and development environments.</p> <p>Documents recommendations based on Customer throughput and access requirements.</p>
Upgrade Delivery Plan	<p>Includes detailed technical task information for the Upgrade.</p> <p>Delivered before the Environmental Setup and Upgrade phase.</p> <p>Includes the information for installs, configuration, etc. to complete the upgrade.</p>

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