

Monique's new contract Test (Monique's New Contract Test Translation (Spanish - Latin America) 2

Prueba del nuevo contrato de Monique (Traducción de la Prueba del Nuevo Contrato de Monique (Español - Latinoamérica))

Hyland proporcionará al Cliente Hyland Care AP (según se define a continuación) durante un "Plazo Inicial", tal como se define en la sección "Plazo y Terminación". "Hyland Care AP" significa: (A) Servicios Profesionales para implementar una (1) solución de software de cuentas por pagar IACconnect de acuerdo con el Apéndice 2, o una solución de software de cuentas por pagar ReqConnect de acuerdo con el Apéndice 3, o una solución de software de cuentas por pagar VPConnect de acuerdo con el Apéndice 4; y (B) los Servicios Profesionales descritos en la sección "Descripción de los Servicios" y el Apéndice 1 a continuación.

Hyland Care AP admite un (1) entorno de producción y uno (1) de no producción. La participación de Hyland puede abarcar desde la gestión de tareas específicas hasta la mera consulta.

Todos los servicios se prestarán de forma remota; si los servicios de descubrimiento se adquieren como un servicio gestionado complementario (consulte el Apéndice 7 para obtener una descripción), dichos servicios se prestarán en las instalaciones del Cliente durante un máximo de tres (3) días, y el resto del tiempo, del trabajo realizado de forma remota;

Los servicios se prestarán únicamente en inglés;

Los servicios se prestarán durante el horario laboral habitual, definido como de 8:00 a. m. a 6:00 p. m., hora local del Cliente, de lunes a viernes, en la ubicación principal designada por el Cliente; y

Los recursos asignados para la prestación de los Servicios pueden ser empleados o agentes (incluidos contratistas externos) de Hyland Software, Inc. o de sus filiales ubicadas en otros países. Dichos recursos pueden tener acceso a los datos del Cliente, y el Cliente consiente dicho acceso y, en la medida que corresponda, renuncia a cualquier restricción del Acuerdo subyacente (según se define en el Formulario de Pedido, si corresponde) que prohíba el uso de dichos recursos o el acceso a los datos del Cliente según sea necesario para la prestación de los Servicios.

1. Hyland will provide to Customer Hyland Care AP (as defined below) during an "Initial Term" as defined in the "Term and Termination" section below. "Hyland Care AP" shall mean: (A) Professional Services to the implement one (1) IACconnect accounts payable Software solution in accordance with **Appendix 2** or ReqConnect accounts Payable Software Solution in accordance with **Appendix 3** or VPConnect accounts payable Software Solution in accordance with **Appendix 4**; and (B) the Professional Services described in the "Services Description" section and **Appendix 1** below;
2. Hyland Care AP supports one (1) production and one (1) non-production environment. Hyland's involvement may range owning specific tasks to consultation only;
3. All services will be performed remotely; provided, that if discovery services are purchased as an Add-On Managed service (see **Appendix 7** for description), such services will be performed at Customer's site for up to three (3) days, with the remainder of the work being performed remotely;
4. Services will be provided in English only;
5. 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
6. 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 7**. Customer may purchase Add-On Managed Services by designating on the Order Form those Add-On services it requires.

Service Description

"Hyland Care AP" includes the Professional Services described in the table below. Descriptions of such services are provided in **the Appendices** below.

Services	Hyland Care AP
Accounts Payable Solution Implementation (Appendix 2)	Included
ReqConnect Solution Implementation (Appendix 3)	Included
VPCoconnect Solution (Appendix 4)	Included
Service Desk	Designated
Service Delivery Manager	Designated
Monthly Activity Report	Included
Administration	Included
Configuration Management Database	Included
Solution Design Documentation	Included
Quarterly Sponsor Review	Included
Long-Term Release Management	Included
Incident	Review Response Resolution
Change	Review Response Resolution
Release	Review Response Resolution
Problem	Review Response

Assumptions

Hyland Care AP 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 Hyland Care AP, 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 sickness;
2. Customer is aware that Hyland Care AP is 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 or as specified in Appendix 2 or 3 or 4. Requests for Professional Services that do not constitute APaaS 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; and
3. Customer understands Hyland Care AP is intended to supplement Customer's needs beyond standard technical support.

Exclusions

The following items are not covered under Hyland Care AP:

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 by Hyland in writing.
3. Replacement for general Technical Support or Cloud Product Engineering Support;
4. Custom scripted elements and custom development, unless Customer has purchased Custom Scripting Requests as an Add-On Managed Service;
5. Direct database modifications; and
6. Full project management and delivery utilizing Hyland's formal project methodology in any form , other than as specified in Appendix 2 or 3 or 4.

Requests for excluded items or Professional Services that do not constitute Hyland Care AP 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 Service Requests and Change Requests

1. Customers shall communicate Service Requests and/or Change Requests to the Service Desk by opening an "Issue" via the Hyland Community Customer Project Portal;
2. Unless explicitly identified, all Service Requests and Change 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 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.
4. Hyland will determine whether the request submitted constitutes a Service Request or a Change Request. If the request is determined to be a Change Request, then Hyland will provide the services described below under "Change Requests."

5. Resolution for Service Requests and Change Requests are as follows:
6. 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;
7. Any Change Request for off-hours maintenance windows, 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.
8. 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.