

Expert Access Schedule

Expert Access; Add-On Expert Access

As used herein, "Expert Access" shall mean the services described in the **Expert Access 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 Expert Access levels:

- Hyland's involvement may range from owning specific tasks to consultation only;
- Expert Access will be provided in English;
- Expert Access 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;
- Consumption outside of standard business hours can be requested and will be consumed at double the amount of hours;
- All Expert Access 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 Expert Access fees.
- The fees for Expert Access do not include software, maintenance, hosting, or associated hardware or infrastructure costs that might be associated with Customer's solution;
- Customer owns all project activities as well as overall project success. Any assistance provided by Hyland is meant to be consultative in nature;
- Expert Access are meant to assist with one-off request for assistance, and that Expert Services are not meant to support in-depth or ongoing project activities;
- Expert Access are geared to meet Customer's needs beyond standard technical support; however, they are not meant to replace technical support or system administrator; 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.

Expert Access 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 Coordinator	6	12	24
Schedule example (illustrative purposes)	2 days per month	1 day per week	2 days per week

Description of Expert Access

Expert Access provides 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 Coordinator 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 Coordinator. 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 Coordinator) 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 Expert Access engagement;
- Discussing future Customer initiatives or projects related to software; and
- Reviewing overall state of the engagement.

Assumptions

Expert Access 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 Expert Access, as outlined in this Expert Access 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 Coordinator, 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 Expert Access:

- Solution administration responsibilities;
- Consultation and expertise in third party software or hardware; and
- Full project delivery of any form.

Term/Renewal

Unless otherwise provided in the Order Form, the Initial Term of Expert Access 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 Expert Access will be provided. Expert Access 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 Expert Access is not defined in the Order Form, it shall be the first day of the Initial Term of the Expert Access.

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