

This Service Class Manual provides Customers a detailed description of the Service Level Commitments provided to the customer as part of the relevant Hyland Experience Service purchased by Customer (the "Service"). Capitalized terms not defined in this Service Class Manual have the meanings set forth in the applicable underlying Hyland Experience Services Agreement between the customer and Hyland which incorporates this Service Class Manual by specifically referencing the Service Class Manual (the "Agreement").

Definitions

"Monthly SaaS Fee" means the SaaS Fees for the particular Hyland Experience Service allocable to the month in which the applicable service failure occurred.

"Downtime" means the aggregate time (in minutes) each calendar month, as confirmed by Hyland following written notice from Customer that the Service is Unavailable. The length of Downtime will be measured from the time an incident occurs as confirmed by Hyland until the time when Hyland's testing confirms that the failure condition(s) reported are no longer present. Downtime does not include any failure condition(s) described above which occur due to an Exclusion Event.

"Exclusion Event" means any of the following occurrences:

1. System Maintenance (see "System Maintenance" below);
2. failure of Customer's equipment or facilities;
3. acts or omissions of Customer, including but not limited to (a) performance or non-performance of any services by a third party (other than Hyland) contracted by Customer to provide services to Customer related to the Service, (b) any failure that Customer mutually agrees is not due to fault of Hyland or Hyland's contracted third party service provider, or (c) failure of any code or configurations managed or written by Customer or any third party vendor to Customer;
4. the occurrence of a force majeure event (as described in the Agreement);
5. Internet failure or congestion;
6. Use of the Service by Customer in violation of the Acceptable Use Policy; or Use of the Service by Customer after Hyland has advised Customer to modify its use of the Service, if Customer did not modify its use as advised;
7. provided that Hyland has fulfilled its obligations under the Agreement, Service Unavailability or other failures caused directly or indirectly by known or unknown computer viruses, worms or other malicious programs;
8. During beta or trial periods as reasonably determined by Hyland.

"Monthly Uptime Percentage" means the total number of minutes in a calendar month, minus the number of minutes of Downtime in such month, divided by the total number of minutes in such month.

"Unavailability" or "Unavailable" means the Service is unresponsive or responds with an error preventing access. In addition, unavailability of some specific features or functions within the website while other features remain available will not constitute Unavailability of the website, so long as the unavailable features or functions are not, in the aggregate, material to the website.

"System Maintenance" means the maintenance of the Service, whether such maintenance is scheduled (e.g., for upgrading of the Service or its components or for any other scheduled purpose) or unscheduled (due to emergency), and which results in the Service being unavailable or inaccessible to Customer.

Service Level Commitments

Table 1: Monthly Uptime Percentage

Service Classes	Silver
Monthly Uptime Percentage	99%
Applicable Credit Determinations	Less than 99% 15% of the Monthly Fees for the Hyland Cloud Service for the calendar month in which the downtime began

Service Level Commitment Terms

Monthly Uptime Percentage. Hyland will meet the Monthly Uptime Percentage corresponding to the applicable Service Class purchased by Customer, as identified in table 1 above, during each calendar month.

Exclusive Remedies Terms

Monthly Uptime Percentage. In the event the Monthly Uptime Percentage during any calendar month is less than the applicable Monthly Uptime Percentage set forth in the Table 1, upon written notice from Customer, Customer shall be eligible to receive the applicable credit against SaaS Fees specified in Table 1 above, provided Customer submitted a technical support request for such credit to Hyland within twenty four (24) hours of such Downtime.

For example, purposes only:

if Monthly Uptime Percentage is less than 99%, Customer shall receive a one-time credit against SaaS Fees in an amount equal to fifteen percent (15%) of the Monthly SaaS Fee

Maximum Service Level Credit. Notwithstanding anything to the contrary herein, Customer acknowledges and agrees that Customer is only entitled to a maximum of one (1) service level credit for all events occurring in a particular calendar month. Customer shall be entitled to only the largest service level credit which may be payable for one or more of the service level failures occurring in such calendar month.

Application of Service Level Credits. Service level credits will be applied first to any outstanding amounts which are due and owing from Customer, and then to future SaaS Fees.

Termination Remedy. If Customer earns a service level credit either: (i) in two (2) consecutive calendar months, or (ii) in three (3) calendar months during any six (6) consecutive month period; then Customer may, by written notice to Hyland delivered within thirty (30) days after the last credit described in either clause or (i) or (ii) above is earned, terminate the Agreement.

Exclusivity. The remedies set forth above constitute the sole and exclusive remedies available to Customer for any failure to meet the service level commitments set forth in this Service Class Manual.

System Maintenance

Hyland will notify Customer of scheduled System Maintenance that is expected to impact or potentially impact system availability or functionality. Hyland will use reasonable efforts to notify Customer of unscheduled System Maintenance that is expected to impact or potentially impact system availability or functionality. Such notification will typically be sent at least 24 hours in advance, but to the extent Hyland determines that such maintenance is required sooner due to a security or availability concern (e.g. emergency maintenance is required by Hyland), Hyland will use reasonable efforts to send such notice no less than 2 hours prior to the specified start time. These notifications will be posted in the Hyland Experience Service at (<https://status.hxp.hyland.com>) or delivered to Customer contacts who have subscribed to receive notifications from such page.

Scheduled System Maintenance that is expected to impact or potentially impact Hyland Experience Service availability is currently restricted to within the hours of 10 PM to 8 AM, based on the time zone of the impacted data center. Hyland expects that scheduled System Maintenance will not exceed 16 hours per month. These notifications will be posted in the Hyland Experience Service at (<https://status.hxp.hyland.com>) or delivered to Customer contacts who have subscribed to receive notifications from such page.