Success Paths Schedule

This Success Paths Schedule is part of the Master Agreement, Order Form or other agreement between Customer and Hyland, which incorporates this Success Paths Schedule by reference (the "Incorporating Document"). As used herein, the "Agreement" means the Incorporating Document, inclusive of this Success Paths Schedule, and any other agreement within which the Incorporating Document is incorporated.

DEFINED TERMS

All capitalized terms used in this Success Paths Schedule shall have the meaning ascribed to them in this Success Paths Schedule (including Appendix 1 attached hereto) or, if not defined in this Success Paths Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this Success Paths Schedule or the General Terms Schedule, they shall have the meaning ascribed to them elsewhere in the Agreement. In the event the same defined term is defined in two or more Schedules, the term shall be given the meaning defined in each Schedule with respect to that Schedule, and, if the term is also used within this Schedule, this Schedule shall be interpreted to include all definitions, as the context requires.

"Business Day" means any day other than Saturday, Sunday, or a legal holiday.

"Business Daily" means at least once per Business Day.

"Business Hour" means 8:00 a.m. to 6:00 p.m., in the time zone of the Hyland entity that Customer has contracted with for the applicable Hyland Solution, of a Business Day.

"Hyland Solution" means the applicable Software, Hyland Cloud Service, Hyland Experience, or other Hyland-provided software-based solution which Customer has purchased a Success Path for as set forth on the applicable Order Form for the Success Path.

"Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Hyland Solution that Hyland makes available to its end users generally during the term of this Schedule to correct errors or deficiencies or enhance the capabilities of the Hyland Solution, together with updates of the documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed software.

1 SUCCESS PATH SERVICES

1.1 <u>General</u>. During the term of the Agreement Hyland will provide Customer with the following services ("Success Path Services"). All Success Path Services are: (a) provided in English-only; (b) are specific to the applicable Hyland Solutions for which a Success Path was purchased for; (c) only apply to the production instance of the Hyland Solution; and (d) will only be provided during Business Hours unless otherwise stated in this Schedule.

Success Path Services	Success Path		
	Digital	Premier	Signature
Technical Support			
Initial Response Targets	N/A	Included	Included
Issue Update Frequency	N/A	Included	Included
Technical Account	N/A	Coaching	Designated

Manager (TAM)		only	
Education and Training			
Premium Subscription	N/A	Included	Included
Training Discounts	N/A	25%	50%
Hyland University Instructor Led Training	N/A	2	4
CommunityLIVE General Conference Passes	N/A	2	4
TechQuest Passes	N/A	2	4
 Strategic Governance Platform Growth System Performance Upgrade and Release Planning 	N/A	Choose 2	Choose 4

^{*}Descriptions of each Success Path Service are in Appendix 1.

- 1.2 <u>Remote Work</u>. Success Path Services will be performed remotely. Resources assigned to perform the Success Path Services may be employees or third-party contractors of Hyland or its' affiliates, in each case located outside the United States. Unless otherwise agreed to by the parties in writing, 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 Incorporating Document, or other agreement between the parties, prohibiting the use of such resources or access to Customer's data as needed to perform the Success Path Services.
- 1.3 <u>Changing Success Path</u>. To modify a Success Path, Customer must submit a purchase order or sign an Order Form indicating the new Success Path. Customer may upgrade its Success Path for a given Hyland Solution at any time but may downgrade such Success Path only after the expiration of the Initial Term. In the event Customer elects to downgrade such Success Path, such downgrade will not be effective until the beginning of the next renewal period.
- 1.4 Exclusions. The following items are specifically excluded from Success Path Services: (a) consultation, expertise and/or support of third-party software or hardware; (b) "hands on" configuration changes to Customer's Hyland Solution; (c) services to support Customer end users directly (including, but not limited to, manual password resets, taking support calls from users, and end user training), unless otherwise agreed to in advance by Hyland in writing; (d) custom scripted elements and custom development; (e) database modifications; (f) project management and delivery utilizing Hyland's formal project methodology in any form, including Professional Services (as that term is defined in the Professional Services Schedule, available at https://legal.hyland.com/Customer-Legal-Center#professional-services-schedule) and Managed Services (as that term is defined in the Managed Services Schedule, available at

https://legal.hyland.com/Customer-Legal-Center#managed-services-schedule; (g) system or solution development; (h) configuration tasks, (i) testing; or (j) migration of changes from non-production to production.

2 TECHNICAL SUPPORT

2.1 <u>Support</u>. Hyland will provide technical support for the functionality described in the Documentation of Customer's production instance of the applicable Hyland Solution. In response to support cases submitted by Customer, Hyland will use reasonable efforts to: (a) resolve the support case, which may be effected by a reasonable workaround, correction, or modification; and (b) meet the targets described in the table below based upon the Success Path Customer has purchased:

	Digital	Premier	Signature
Initial Response Target	N/A	P1 and P2: 60 minutes*	P1 and P2: 30 minutes*
larget		P3 and P4: 1 Business Day	P3 and P4: 1 Business Hour
		P5 and P6: 2 Business Days	P5 and P6: 4 Business Hours
Issue Update Frequency Target	N/A	P1 and P2: Hourly P3 - P6: 2	P1 and P2: Conference bridge**
		Business Days	P3 - P6: Business Daily

^{*}Priority Level 1 and Level 2 must be reported to Hyland by phone for Hyland to meet the Initial Response Targets.

2.2 <u>Priority Levels</u>. Hyland will respond to support cases based on the Priority Level Hyland determines is most applicable to each such support case. Hyland may modify its commitments for Priority Levels from time to time, provided, that, the level of technical support will not materially decrease during the term of a Product Subscription.

Priority Level	Description	Hyland Response
Level 1 (P1)	Total or substantial failure of the Hyland Solution.	Hyland will match Customer's effort, up to and including 24-hour days, 7 days a week.
Level 2 (P2)	All of Customer's users are unable to access an entire portion of the Hyland Solution.	Hyland will match Customer's effort, up to and including 24-hour days, 7 days a week.
Level 3 (P3)	The Hyland Solution is usable except there is an ongoing, system-wide, severe performance degradation.	Hyland will match Customer's efforts during Business Days, up to 16 hours/day.
Level 4	The Hyland Solution is usable except a specific feature or	Hyland will use reasonable efforts during

^{**}Hyland will participate in a conference bridge to provide continual updates to Customer, provided Customer remains accessible for troubleshooting from the time Hyland initially responds to the support case.

(P4)	functionality is not working.	Business Hours.
Level 5 (P5)	The Hyland Solution is usable except for a trivial inconvenience.	Hyland will use reasonable efforts during Business Hours.
Level 6 (P6)	All other matters, including "how to" requests and questions about the Documentation.	Hyland will use reasonable efforts during Business Hours.

- 2.3 <u>Customer Resources</u>. To facilitate Hyland's resolution of support cases, Customer agrees to the following. Failure by Customer to meet these commitments may impact Hyland's ability to provide technical support.
- 2.3.1 *Sponsor*. Customer will assign a sponsor, who is the final escalation point for engaging with technical support. The sponsor will: (a) ensure that the appropriate Customer personnel are assigned and made available when necessary; (b) manage all Customer obligations described herein; and (c) coordinate all key departmental decision makers, technical experts, subject matter experts, end user representatives and third-party software application resources.
- 2.3.2 *Technical Contacts*. Customer will designate specific Users as "Technical Contacts." Technical Contacts must have a working knowledge of the Hyland Solution and the overall environment; typically, Technical Contacts are Customer's designated system administrators. Hyland may provide Technical Contacts with access to the online support portal via a unique login. Technical Contacts are exclusively responsible for submitting support cases and engaging in interactions with the Hyland technical support team. Customer permits Hyland to communicate with the Technical Contacts as necessary to provide technical support.
- 2.3.3 Additional Subject Matter Experts. Customer will engage the appropriate business process owners and subject matter experts, who are thoroughly knowledgeable about the current business practices in their respective areas, including vendor resources, interface specialists, technical experts, and/or subject matter experts for third-party system(s) with which the Hyland Solution will integrate or from which content will be migrated.
- 2.3.4 *Updates*. Customer will notify Hyland of Customer personnel changes to the extent personnel changes impact the performance of Hyland's obligations. Such designees may be changed at any time by notice from Customer to their applicable Customer Support Manager, Account Manager, or Technical Account Manager.
- 2.4 <u>Technical Account Manager</u>. If Customer has purchased a Signature Success Path, Hyland will designate a point-of contact for Customer to act as the Technical Account Manager. The Technical Account Manager may be an assigned named individual, but not dedicated solely to Customer, and may change based on general resource availability. If Customer, reasonably and in good faith, notifies Hyland that their Technical Account Manager is performing services unacceptably, Hyland shall use reasonable efforts to replace such Technical Account Manager or take other steps to remedy the performance to an acceptable standard.

2.5 Reporting Policies and Procedures.

- 2.5.1 Reporting Requirements. When requesting technical support, Customer's Technical Contacts must submit the support case via Hyland's secure end user website (currently www.hyland.com/community). Once such support case is submitted through the end user website, if Customer is experiencing a Level 1 or Level 2 Priority Level, Customer is advised to call Hyland's support team after submitting the support case (support numbers are available through Hyland's secure end user website). Hyland shall have no obligation to provide technical support, by any means, to any entity or individual other than the designated Technical Contacts.
- 2.5.2 Assistance. To resolve an error, Hyland must be able to reproduce the error. Therefore, Customer will provide Hyland with as much information and access to systems as reasonably possible to enable Hyland to investigate and attempt to identify and verify the error. Customer will work with Hyland support personnel as reasonably needed. Customer will notify Hyland of any configuration changes it has made, such as workflow configuration changes, network installation/expansion, integrations, upgrades, relocations, etc.
- 2.5.3 Hyland Response Procedures. Hyland will use reasonable efforts to meet the Initial Response Targets set forth in the

table above based upon the confirmed Priority Level. Initial Response Targets are measured from when the Customer's Technical Contact submits the support case to when Hyland first attempts to contact the Customer's Technical Contact regarding such case. Hyland's initial response may include questions seeking to clarify the issue or gather information regarding the cause of the issue. Hyland may be unable to start resolving the issue before receiving such additional information. At Hyland's reasonable discretion, the Priority Level of a case may be updated based on the information provided to align with the Priority Level definitions.

- 2.5.4 *Update, Upgrade, Change or Replacement of Components*. To resolve a support case, Hyland may: (1) update the build or version of the Hyland Solution; or (2) change, replace, update or upgrade the Hyland-provided hardware or software components, in each case, at Hyland's discretion and expense.
- 2.6 Excluded Errors. Hyland is not responsible for providing, or obligated to provide, technical support:
 - (1) in connection with any errors, defects, or issues that were caused, in whole or in part, from any: (a) alteration, revision, change, enhancement, or modification; or (b) configuration of a component that was done by a party other than Hyland or a party retained by Hyland to perform the configuration;
 - (2) if Hyland has previously made available a reasonable workaround, correction, or modification which Customer has failed to implement;
 - (3) in connection with any software, hardware, system, or computer networking that is not provided by Hyland;
 - (4) in connection with any Work Products (as defined in the Underlying Agreement or the applicable agreement such Work Products were provided under, as applicable);
 - (5) in connection with any questions related to the operation or use of application programming interfaces (APIs); or
 - (6) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of technical support to Customer (items (1)-(6), "Excluded Errors").
- 2.7 <u>Voluntary Support</u>. In its efforts to be a supportive vendor, Hyland may assist Customer in troubleshooting and resolving Excluded Errors, but such assistance is beyond Hyland's obligations (contractual or otherwise). Hyland may cease providing ongoing assistance with Excluded Errors at any time.

2.8 Upgrades and Updates.

- 2.8.1 *Upgrades and Enhancements*. Hyland will provide, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site, all Upgrades and Enhancements, if and when released during the term of the Agreement.
- 2.8.2 Regulated Products. Customer acknowledges and agrees that for regulatory compliance purposes, Customer may be required to engage Hyland under a Services Proposal to implement Upgrades and Enhancements to a regulated product. If Hyland offers a self-service option for implementing Upgrades and Enhancements to a regulated product, and the Customer chooses this option, Customer agrees to comply with the training, reporting, and documentation requirements established by Hyland to ensure that the implementation is performed and documented as required by applicable regulations.
- 2.8.3 Update, Upgrade, Change or Replacement of Components of the Hyland Solution. Hyland may update or upgrade the build or version of the software used in the Hyland Solution from time to time at Hyland's expense. Hyland also may change, replace, update or upgrade the physical hardware and infrastructure or any composite software layers which Hyland uses to provide the Hyland Solution, in each case, whether owned by Hyland or a third party. Customer agrees to collaborate with Hyland and assist Hyland in connection with the completion of installation and testing of any update or upgrade. Notwithstanding the foregoing, Customer acknowledges that it is Customer's responsibility to ensure that Customer is running a Cloud Compatible Version of the applicable Solution in accordance with Hyland's Cloud Software Version Policy available at Hyland's end user website; Customer's failure to comply with Hyland's Cloud Software Version Policy shall be considered a material breach of the Agreement.

3. EDUCATION AND TRAINING

3.1 <u>Initiating a Request for Education or Training</u>. Customer shall communicate requests for education or training by contacting its Customer Success Manager, Account Manager, or Technical Account Manager, as applicable. Customer

personnel initiating a request for education or training must be authorized by the Customer's sponsor. Hyland is not required to respond to requests received from non-authorized personnel. If applicable, Customer will provide availability of preferred date(s), time(s) and/or action needed in response to such request(s). Hyland will coordinate with Customer based on details provided and may send a meeting invitation to the authorized resource to discuss next steps..

- 3.2 <u>Training Discounts</u>. Training discounts do not apply to conference or event registrations (e.g. CommunityLIVE, and TechQuest). Training discounts may not be combined with any other Hyland-provided discount. Training discounts will not be applied to training courses purchased prior to the purchase of a Success Path.
- 3.3 <u>Expert Coaching</u>. Each Expert Coaching option selected by Customer will be delivered up to once per twelve month-period. Coaching options that were not completed during a given twelve month-period will not rollover to subsequent twelve-month periods. Hyland's ability to provide Expert Coaching is dependent on Customer's reasonable efforts assisting Hyland in scheduling, preparing for, and conducting the Expert Coaching.

4 PRICES, INVOICES, AND PAYMENT

- 4.1 <u>Success Path Fees</u>. Customer shall pay fees to Hyland for Success Paths in such amounts as are invoiced by Hyland ("Success Path Fees"); provided, that during the Initial Term, Customer shall pay Success Path Fees in accordance with the initial Order Form. Hyland will invoice Customer on or after the Effective Date for the first year of the Initial Term. Following expiration of the Initial Term, Hyland may increase the Success Path Fees for any renewal period by up to ten percent (10%) of the previous year's Success Paths Fees. For any subsequent years, Hyland will invoice Customer for Success Paths Fees prior to the beginning of such year, and such invoice shall be due and payable by Customer to Hyland in full in accordance with the General Terms Schedule. If Customer upgrades a Success Path, Hyland will invoice Customer for Success Path Fees for such upgraded Success Path on a prorated basis upon Hyland's acceptance of the purchase order for such upgraded Success Path. Thereafter, Success Path Fees will be reflective of the upgraded Success Path.
- 4.2 <u>Expansions</u>. Hyland may invoice Customer for Success Path Fees related to an expansion of a Hyland Solution on a prorated basis upon Hyland's acceptance of the purchase order for such expansion. Thereafter, Success Path Fees relating to such expansion shall be included in the subsequent invoices.
- **5 CONTROLLING LANGUAGE**. Hyland may make other versions of this Success Paths Schedule available in other languages at this online location. This English language version of this Success Paths Schedule controls over any version of the Success Paths Schedule made available at this online location in another language if the Incorporating Document is in English. If the Incorporating Document is in a language other than English (such language, the "Other Language"), but this Success Paths Schedule is not made available at this online location in the Other Language, this English language version controls over any other version of the Success Paths Schedule that may be made available at this online location in another language.

<u>Appendix 1</u> Success Path Services Descriptions

	Description	
Initial Response Target	The timeframe within which Hyland will respond to Customer's initial submission of a support case for technical support.	
Issue Update Frequency	The frequency with which Hyland will provide updates to Customer regarding the applicable support case for technical support.	
Technical Account Manager	 The Technical Account Manager will: Participate and act as an advisor on support cases as needed; Be engaged during planned Customer events, such as: go-lives, upgrades, etc. Interface with Hyland's Technical Support, Research and Development, 	

	Customer Success, Global Services, and Managed Services teams (as applicable);
	 Provide regular coaching (to be mutually defined by Customer and Hyland, but not to occur more than once weekly) on customer-specific solution configuration and software use;
	5. Conduct a regular sync (to be mutually defined by Customer and Hyland, but not to occur more than once weekly), to review:
	a. Summaries of work and tasks completed, upcoming work, known issues or risks; and
	b. Technical Support case volume, statuses, prioritizing work for Hyland resources and updating deliverables based on estimated work effort; and
	6. Other reporting details as requested, to provide clear communication paths and to summarize regular activities.
Premium Subscription	Access to either: (a) Hyland's on-demand Premium-based web learning content which can be used by anyone in Customer's organization; or (b) Alfresco Passport for 3 users, as applicable based upon Customer's Hyland Solution.
Training Discounts	The discounts defined, based on corresponding Success Path purchased by Customer, on Hyland training courses (to the extent training courses are available for the Hyland Solution), which can be used at any time, for duration of the term of the Product Subscriptions.
Hyland University Instructor Led Training	Hyland will provide the number of passes for Hyland University Instructor Led Training, based on the current Success Path purchased by Customer, once per year.
CommunityLIVE General Conference Passes	Hyland will provide the number of passes for the CommunityLIVE General Conference, based on the current Success Path purchased by Customer, once per year. If the Effective Date of the Success Path Schedule is within 60 days of the CommunityLIVE General Conference, the passes will be for the next year's conference.
TechQuest Passes	Hyland will provide the number of passes for a Hyland TechQuest conference, based on the current Success Path purchased by Customer, once per twelve month-period.
Expert Coaching	The expert coaching options identified in the list below (and defined within this Appendix 1) are available to Customer, based on the current Success Path purchased by Customer.
	Strategic Governance Coaching
	Platform Growth Coaching
	System Performance Coaching
	Upgrade and Release Planning Coaching
Strategic Governance Coaching	Examination and analysis of Customer's content services. Strategic Governance Coaching includes the following six core components: Capture, Manage, Access, Integrate, Measure, and Store. Strategic Governance coaching also includes the following:

- 1. Documenting the overall purpose, scope, and desired outcomes for Customer's Hyland Solution;
- 2. Leads a thorough analysis of existing configuration;
- 3. Technical roadmap, which includes a summary of coaching discussions for Customer to create awareness and transparency for recommended governance and strategy efforts in the near-term;
- 4. Summary of findings, which may include strengths, weaknesses, opportunities, and threats to the current implementation; and
- 5. Proposed plan to implement the recommended changes.

Platform Growth Coaching

Review of Customer's current Hyland Solution with respect to overall platform growth. Platform Growth Coaching includes the following:

- 1. Communicate future Software development releases and their impact on Customer's Hyland Solution;
- 2. Assist Customer in preparing for software releases and features based on use and opportunity;
- 3. Identify potential opportunity for solution and platform expansion; and
- 4. Develop a plan for sizing appropriately based on growth, infrastructure, administration, staffing and training.

System Performance Coaching

Review and recommendations with respect to Customer's overall system performance. System Performance Coaching includes the following:

- 1. Defining the key performance metrics that will be used to evaluate the Hyland Solution, which may include items such as response time, system uptime and document retrieval speed;
- 2. Capturing system performance data of a specified period of time to properly assess key performance metrics;
- 3. Analyze the collected data to review performance;
- 4. Perform an evaluation of the various components of the Hyland Solution where performance may need remediation, this may include items such as servers, infrastructure, database, network and/or software configuration;
- 5. Specific areas where performance may include as follows:
- 6. Changes and recommendations to software, network, configuration and/or other components;
- 7. Resource estimates, requirements, and plan to implement the recommended changes;
- 8. Known risks and challenges with implementing and/or not remediating performance issues;
- 9. Establishing a process for ongoing monitoring of system performance; and
- 10. Executive summary of performance review findings for the benefit of key stakeholders.

Upgrade and Release Planning Coaching

Review and recommendations for evaluating the current Hyland Solution version deployment. Upgrade and Release Planning Coaching includes the following:

- 1. The proposed benefits and/or limitations based on the current version in use by Customer;
- 2. Detailing a plan for upgrading, including: hardware, software, network requirements, infrastructure upgrades, potential system downtime, data migration, end-user training, costs, and other items;
- 3. Developing a detailed plan for testing and validation to ensure the upgraded Hyland Solution functions as expected.
- 4. Define path for data migration (where applicable) from version to version, to ensure data integrity and compatibility during the migration process;
- 5. Identify any customizations and/or integrations that may require changes as a result of any such upgrade;
- 6. Proposed training plan for end users to address any change management due to an upgrade; and
- 7. Create a contingency plan in the event of unforeseen complications during an upgrade to revert to previous version(s), if necessary.

The most current version of this page shall be such in effect as of 11:59 p.m. ET (Eastern Time) of the date stamped on such online version.