### **HYLAND EXPERIENCE TECHNICAL SUPPORT**

#### **1 DEFINED TERMS**

"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 Hyland Experience, of a Business Day.

"Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Hyland Experience that Hyland makes available to its end users generally to correct errors or deficiencies or enhance the capabilities of Hyland Experience, 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.

### **2 TECHNICAL SUPPORT**

- **2.1 In General**. Hyland will provide technical support for the functionality described in the Documentation of Customer's production instance of Hyland Experience based on the level purchased by Customer.
- 2.1.1 *Limitations*. Technical support: (a) is provided in English-only; (b) only applies to the production instance; and (c) will only be provided during Business Hours unless otherwise stated herein.
- 2.1.2 *Remote Work*. Technical support will be performed remotely. Resources assigned to perform technical support 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, Customer consents to such resources' access to Customer's Hyland Experience instance and related data during the provision of technical support.
- **2.2 Targets**. 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 level Customer has purchased:

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

<sup>\*</sup>Priority Level 1 and Level 2 must be reported to Hyland by phone for Hyland to meet the Initial Response Targets.

2.3 Priority Levels. Hyland will respond to support cases based on the Priority Level Hyland determines is most

<sup>\*\*</sup>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.

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 Hyland Experience.	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 Hyland Experience.	Hyland will match Customer's effort, up to and including 24-hour days, 7 days a week.
Level 3 (P3)	Hyland Experience 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 (P4)	Hyland Experience is usable except a specific feature or functionality is not working.	Hyland will use reasonable efforts during Business Hours.
Level 5 (P5)	Hyland Experience 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.

- **2.4** <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.
- 2.4.1 *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.
- 2.4.2 *Technical Contacts*. Customer will designate specific Users as "Technical Contacts." Technical Contacts must have a working knowledge of Hyland Experience 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.
- 2.4.3 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 Hyland Experience will integrate or from which content will be migrated.
- 2.4.4 *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.

# 2.5 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 Hyland Experience; 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. Hyland may update or upgrade the build or version of the

software used in Hyland Experience 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 Hyland Experience, 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 Hyland Experience 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.

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