

## **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 Schedule shall have the meaning ascribed to them in this Schedule or, if not defined in this Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this 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.

"Success Path" means the applicable service level commitment purchase by Customer, as described in the Success Path Manual.

"Success Path Manual" means the latest version of the manual describing any available Success Path Services, as posted by Hyland from time to time on a website designated by Hyland, currently <https://legal.hyland.com/#success-paths-manual>.

"Success Path Services" means the services, as described in the Success Path Manual, applicable to the Success Path selected by Customer.

### **1. SUCCESS PATHS.**

1.1. General. During the term of the Agreement Hyland will provide Customer with the Success Paths Services pursuant to the applicable Success Path.

1.2 Success Path Manual. Prior to or on the Effective Date, Hyland has delivered a then-current copy of the applicable Success Path Manual to Customer. After the Effective Date, Hyland will have the right to modify the applicable Success Path Manual (including the right to issue an entirely restated Success Path Manual) from time to time provided that such modifications (or restated Success Path Manual) do not materially degrade the Success Path Services available for a Success Path. Hyland shall post a notification of such modifications (or restated Success Path Manual) on Hyland's secure end user web site (currently, [www.hyland.com/community](http://www.hyland.com/community)), to which Customer can subscribe to for updates, and such modifications will apply as of Customer's next renewal of the Success Path. The initial Success Path purchased by Customer is set forth in the initial Order Form. To the extent Success Path upgrades or downgrades are available related to the Software, Hyland Cloud Service or other Hyland's product or services purchase by Customer, Customer may upgrade the Success Path at any time, but may downgrade such Success Path only after the expiration

of the Initial Term of the Agreement. In the event Customer elects to downgrade such Success Path, such downgrade will not be effective until the beginning of the next renewal of the Agreement. To modify a Success Path selection, Customer must submit a purchase order indicating the new Success Path.

1.3 Existing Maintenance and Support. The Agreement may contain terms related to maintenance and support, in which case, this Success Path Schedule supplements (but is not a replacement of) such maintenance and support commitments. Accordingly, and notwithstanding anything to the contrary in the Agreement, maintenance and support will automatically renew during the term of a Success Path.

## **2. PRICES, INVOICES, AND PAYMENT.**

2.1 Success Path Fees. 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.

2.2 Expansions. 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.

**3. CONTROLLING LANGUAGE.** Hyland may make other versions of this Schedule available in other languages at this online location. This English language version of this Schedule controls over any version of this 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 Schedule is not made available at this online location in the Other Language, this English language version controls over any other version of this Schedule that may be made available at this online location in another language.

The most current version of this document shall be such in effect as of 12:00am EST (Eastern Standard Time) of the date stamped on such online version.