

Service Levels

Service Level Agreements ("SLA") described in this document pertain to the availability of Content Innovation Cloud. This document does not address technical support.

Service Level Definitions

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

"Exclusion Event" means any of the following occurrences:

1. System maintenance, 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) which results in the Service being unavailable or inaccessible to Customer.
2. Failure of a Customer's or User's equipment or facilities.
3. Acts or omissions of a Customer or its User, including but not limited to (a) performance or non-performance of any services by a third party (other than Hyland) contracted by the Customer to provide services to the Customer or its Users related to Content Innovation Cloud, (b) any failure that is not due to fault of Hyland or Hyland's contracted third-party service provider, (c) failure of any code or configurations managed or written by the Customer or any third-party vendor to the Customer, or (d) any unauthorized use or access by the Customer or any of its Users;
4. The occurrence of a force majeure event.
5. Internet failure or congestion.
6. Failure of equipment or systems not within Content Innovation Cloud, or of equipment or systems not provided, or not under the control or direction of Hyland including equipment or systems Hyland may obtain or contract for at the request of the Customer; or
7. Failures or other failures caused directly or indirectly by known or unknown computer viruses, worms or other malicious programs (assuming Hyland has not breached any of its obligations here or in the applicable agreement relating to virus protection protocols).

“Failover Notice” is a notification made by Hyland to the Customer (which may be made by electronic communication via e-mail or the Community portal) indicating that Hyland is initiating an AWS (Amazon Web Services) Region failover.

“Monthly Fees” is the portion of the recurring fees for Content Innovation Cloud attributable to the month in which the applicable performance deficiency occurs, excluding any taxes, one-time fees, third party fees, travel or expense, professional services or similar additional fees. E.g., if fees are charged annually, the Monthly Fee equals the annual fees divided by 12, subject to the same exclusions above.

“Monthly Uptime Percentage” is calculated as the total number of minutes in a calendar month, minus the number of minutes of Downtime (as defined above) in such month, divided by the total number of minutes in such month.

“Recovery Point” means the minimum number of hours (prior to the time Hyland provides a Failover Notice) that the Customer’s data must have been stored within Content Innovation Cloud to qualify as eligible data. Customer Data is deemed “eligible” if Hyland confirms it has been stored within the Content Innovation Cloud for a number of hours (prior to the time Hyland provides a Failover Notice) that exceeds the applicable Recovery Point Objective defined in Table 2 below.

“Recovery Time” means the number of hours from the time the required Failover Notice is delivered to the time Content Innovation Cloud has been Restored (excluding any time during that period if/when an Exclusion Event affects both the current primary and secondary data centers).

“Restore” or “Restored” means that, except to the extent prevented by an Exclusion Event, access to Content Innovation Cloud has been restored such that:

(1) eligible Customer Data can be retrieved; and

(2) new Customer Data can be input.

“Unavailability” or “Unavailable” refers to a state when Content Innovation Cloud is either (1) unresponsive or (2) responds with an error, and thereby prevents all Users from accessing Content Innovation Cloud.

Service Level Commitments

Table 1: Monthly Uptime Percentages

	STANDARD
Monthly Uptime Percentage	99.5%
Applicable Credit	5% of the Monthly Fee

Table 2: Business Continuity

	STANDARD

Recovery Point Objective (RPO)	24 Hours
Applicable Credit	15% of the Monthly Fee
Recovery Time Objective (RTO)	8 Hours
Applicable Credit	15% of the Monthly Fee

Service Level Commitment Terms

Monthly Uptime Percentage. Hyland will meet the Monthly Uptime, as identified in Table 1 above, during each calendar month.

Business Continuity. Hyland shall provide business continuity redundancy via AWS Availability Zones. Content Innovation Cloud does not use multiple AWS Regions. If Hyland delivers a Failover Notice to Customer, Hyland shall restore Content Innovation Cloud within the applicable Recovery Time Objective set forth in Table 2 above (except to the extent caused or prevented by an Exclusion Event).

Downtime Report. Following the occurrence of a Downtime event, upon request by the Customer, Hyland shall provide a report which will include, as applicable, a detailed description of the incident, start and end times of the incident, duration of the incident, business/functional impact of the incident, description of remediation efforts taken, and a description of outstanding issues or tasks relating to the incident.

Credits

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 above, the Customer shall receive the applicable credit against the fees specified in Table 1 above, provided Customer submitted a technical support request within twenty-four hours of such Downtime.

Exclusions. The physical infrastructure of Content Innovation Cloud is provisioned to Customer based on Customer's Content Innovation Cloud Product Subscription which may be on a tier or volume basis. If Customer's use of Content Innovation Cloud exceeds the usage limits of Customer's Content Innovation Cloud Product Subscription ("Excessive Use"), then the speed, availability, or number of API requests that Customer may make of Content Innovation Cloud may be impacted. Customer will not earn a service level credit for Missed Uptime Percentages due to Excessive Use.

RPO and RTO. In the event and RPO or RTO during any calendar month is less than the applicable RPO or RTO set forth in the Table 2 above, the Customer shall receive the applicable credit against the fees specified in Table 2 above.

Maximum Service Level Credit. Notwithstanding anything to the contrary, Customers are only entitled to a maximum of one service level credit for all events occurring in a particular calendar month. If available, 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 fees.

Termination Remedy. If Customer earns a service level credit either: (i) in three consecutive calendar months, or (ii) in four calendar months during any six consecutive month period; then Customer may, by written notice to Hyland delivered within thirty 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 a Customer for any failure to meet the service level commitments set forth in this document.

System Maintenance

For the purposes of an Exclusion Event, system maintenance will not exceed 16 hours per month, subject to the following.

Maintenance Notifications. Hyland will notify Customer of system maintenance expected to impact system availability or functionality through the status page (currently, <https://status.experience.hyland.com>) or through direct communication to Customer's designated CSA.

Scheduled Maintenance. Hyland will notify Customer of scheduled maintenance that is expected to impact or potentially impact system availability or functionality. Such notification will typically be sent at least one week in advance, but in no event will such notice be sent less than 24 hours prior to the specified start time. Modifications or repairs to shared infrastructure or platform patching and upgrades, that is expected to impact or potentially impact Content Innovation Cloud availability is currently restricted to within the hours of 12 AM to 2 AM, based on the time zone of the impacted AWS Region. Any changes to the scheduled hours of maintenance will be communicated to each Customer via e-mail to Customer's designated CSA, posted in the Content Innovation Cloud, or the status page.

Unscheduled Maintenance. Hyland will use reasonable efforts to notify Customer of unscheduled maintenance that is expected to impact or potentially impact Content Innovation Cloud 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.

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.