



# Service Class Manual

Hyland Cloud

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# Introduction

This Service Class Manual provides Customers a detailed description of the Service Level Commitments available for purchase by Customer as part of the Hyland Cloud Service. Capitalized terms not defined in this Service Class Manual have the meanings set forth in the underlying Agreement which incorporates this Service Class Manual by referencing the Service Class Manual.

## Definitions

**“Monthly SaaS Fee”** means the SaaS Fees 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 Hyland Cloud Service is not available and no documents stored in the Hyland Cloud Service can be retrieved or no documents can be input into the Hyland Cloud Service. 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.

**“Eligible Customer Data”** means all Customer Data that Hyland confirms has been stored within the Hyland Cloud Service for a number of hours (prior to the time Hyland provides a Failover Notice) that exceeds the applicable recovery point objective set forth in table 2 under “Service Level Commitments” below.

**“Exclusion Event”** means any of the following occurrences:

- (1) System Maintenance that is within the System Maintenance hours limit of the applicable Service Class (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 Hyland Cloud 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) any defect or failure of any Hosted 3<sup>rd</sup> Party Software or hardware that is part of the Hyland Cloud Service, where the manufacturer has discontinued maintenance and support of such Hosted 3<sup>rd</sup> Party Software or hardware, Hyland has notified Customer of such discontinuance and the need to upgrade, and Customer has not notified Hyland (within thirty (30) days after receipt of Hyland’s notice) that Customer agrees to permit Hyland to upgrade such Hosted 3<sup>rd</sup> Party Software or hardware to a supported version; or
- (7) provided that Hyland has fulfilled its obligations in the underlying Agreement with respect to virus protection, Hyland Cloud Service failures or other failures caused directly or indirectly by known or unknown computer viruses, worms or other malicious programs.

**“Failover Notice”** means a written notice provided by Hyland to Customer (which notification may be made

by electronic communication, including e-mail) indicating that Hyland is initiating a data center failover for the Hyland Cloud Service.

**"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.

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

**"Recovery Point"** means the minimum number of hours (prior to the time Hyland provides a Failover Notice) that Customer Data shall be stored within the Hyland Cloud Service to qualify as Eligible Customer Data.

**"Recovery Time"** means the number of hours from the time a Failover Notice is delivered to the time the Hyland Cloud Service has been Restored, excluding all time during that period 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: (1) Eligible Customer Data can be stored in the Hyland Cloud Service; and (2) new Customer Data can be input into the Hyland Cloud Service.

## Service Level Commitments

Table 1: Monthly Uptime Percentages

Service Classes	Silver	Gold	Platinum	Double Platinum
<b>Monthly Uptime Percentage</b>				
<b>Monthly Uptime Percentage</b>	99%	99.50%	99.80%	99.90%
<b>Monthly Uptime Percentage Service Level Credits</b>				
<b>Monthly Uptime Percentage Service Credit Ranges and Applicable Credit Determinations</b>	Less than 99%	99.49-99%	99.79-99%	99.89-99%
	15% of the Monthly SaaS Fee	15% of the Monthly SaaS Fee	15% of the Monthly SaaS Fee	15% of the Monthly SaaS Fee
		Less than 99%	Less than 99%	Less than 99%
		20% of the Monthly SaaS Fee	20% of the Monthly SaaS Fee	20% of the Monthly SaaS Fee

## Table 2: Business Continuity

Service Classes	Silver	Gold	Platinum	Double Platinum
<b>Business Continuity</b>				
<b>Recovery Point Objective</b>	8 hours	4 hours	2 hours	1 hour
<b>Recovery Time Objective</b>	168 consecutive hours	48 consecutive hours	24 consecutive hours	4 consecutive hours
<b>Business Continuity Service Level Credits</b>				
<b>Business Continuity Service Level Credit</b>	25% of the Monthly SaaS Fee	25% of the Monthly SaaS Fee	25% of the Monthly SaaS Fee	25% of the Monthly SaaS Fee

## 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.

**Business Continuity.** Hyland shall provide a Failover Notice prior to commencing a failover of the Hyland Cloud Service from the current production data center to any backup data center. In the event Hyland delivers a Failover Notice to Customer, Hyland shall Restore the Hyland Cloud Service within the applicable Recovery Time objective set forth in table 2 above.

The Hyland Cloud Service Business Continuity Management program establishes the standards and procedures that support the availability and resiliency of the Hyland Cloud Service. The Hyland Cloud Service plans are reviewed annually with representatives in all applicable Hyland business and functional areas to ensure appropriate coverage and consideration of business objectives.

When technically feasible, Customers who purchase the Platinum or the Double Platinum Service Class, as described in this Service Class Manual, may participate in a data center failover test of Customer's Hyland Cloud Service in order to determine each party's preparedness for a disaster or service failure; provided, that, (a) Customer provides Hyland with at least ninety (90) days' prior written notice of its desire to conduct failover testing, and (b) Hyland and Customer mutually agree upon the timing, scope, and criteria of such test, which may include document retrieval, document processing, and name resolution capabilities and (c) such failover testing is at Customer's cost and expense and Customer pays to Hyland fees (at Hyland's standard rates) for the Professional Services that are required or requested of Hyland in connection with such testing. Customer is prohibited from distributing or publishing the results of such testing to any third party without Hyland's prior written approval.

**Downtime Report.** Hyland agrees that following the occurrence of a Downtime event, upon request by Customer, Hyland shall provide to Customer 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.

## 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, Customer shall be eligible to receive the applicable credit against SaaS Fees specified in Table 1 above, provided Customer submitted a technical support request with twenty-four (24) hours of such Downtime.

For example, purposes only, assume Customer purchased the gold Service Class. In such event: if Monthly Uptime Percentage is equal to or greater than 99%, but less than 99.5%, Customer shall be eligible to receive a one-time credit against SaaS Fees in an amount equal to fifteen percent (15%) of the Monthly SaaS Fee.

**Business Continuity.** If, following delivery of a Failover Notice, the Hyland Cloud Service is not Restored within the applicable Recovery Time objective set forth in Table 2, Customer shall be eligible to receive the applicable credit against SaaS Fees specified in Table 2 above, provided Customer submitted a technical support request within twenty-four (24) hours of such Downtime.

**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 Communications and Restrictions

Table 3: System Maintenance

Service Classes	Silver	Gold	Platinum	Double Platinum
<b>System Maintenance</b>				
<b>Monthly System Maintenance Hours Limit</b>	16 hours	16 hours	6 hours	6 hours

Except as otherwise agreed by Customer and Hyland, for the purposes of an Exclusion Event, System Maintenance shall not exceed the applicable number of hours specified in the table above in any calendar month.

**Scheduled and Unscheduled 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. Hyland will use reasonable efforts to notify Customer of unscheduled maintenance that is expected to impact or potentially impact Hyland Cloud Service 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 delivered via e-mail to Customer's designated CSA or may be posted in the Hyland Cloud Service.

Scheduled maintenance that is expected to impact or potentially impact Hyland Cloud Service availability or functionality is currently restricted to within the hours of 10 PM to 8 AM, based on the time zone of the impacted data center, unless other arrangements have been mutually agreed to by Customer and Hyland. Any changes to the scheduled hours of maintenance will be communicated to each Customer via e-mail to Customer's designated CSA or may be posted in the Hyland Cloud Service.