

## MASTER AGREEMENT - SERVICES MAINTENANCE SUPPORT

Agreement #: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Expiration Date: 5 yearPayment Terms: Net 30 days

CUSTOMER: City of Stockton  
400 E. Main Street  
Stockton, Ca 95202

SUPPLIER: NEKO Industries Inc. (hereinafter "**NEKO**").  
3017 Douglas Blvd, #300  
Roseville, CA 95661

Appendixes attached hereto and  
 incorporated herein by reference.  
 (Mark "X" where applicable.)

X Articles of Agreement  
X "A" Equipment Subject to Service  
X "B" Services Defined  
   "C" Charges for Service  
X "D" Holiday Schedule

CUSTOMER may purchase and NEKO shall provide the Services as described on Appendix "B" at the prices provided therein in accordance with the performance standards of the Articles and the terms and conditions of this Agreement. All purchase orders issued to NEKO by CUSTOMER during the term of this Agreement shall be governed only by the terms and conditions of this Agreement notwithstanding any preprinted terms and conditions on NEKO's acknowledgment or CUSTOMER's purchase order. Furthermore, any appendixes to this agreement must be signed by both parties and will take precedence over items within.

**City of Stockton****NEKO Industries Inc.**

Signature

Signature

Printed Name

Ronald J. Hofhenke

Title

Partner

Date

Date

- Article 1      **APPOINTMENT**  
Subject to the terms and conditions of this Agreement, CUSTOMER hereby appoints NEKO, and NEKO hereby accepts appointment, as an authorized service contractor for the servicing of the EQUIPMENT hereinafter described.
- Article 2      **EQUIPMENT**  
NEKO shall service the EQUIPMENT listed in Appendix A. Both parties will negotiate in good faith to update the products listed in Appendix "A", as requested by either party.
- Article 3      **ADDING EQUIPMENT**  
To add EQUIPMENT to this Agreement, CUSTOMER must notify NEKO of Equipment to be added to this Agreement via CUSTOMER's Purchase Order and/or NEKO' Maintenance Order Notification Form (Appendix E). Equipment will be considered added to the Agreement, and part of Appendix A, as soon as the Equipment is delivered to CUSTOMER, CUSTOMER has notified NEKO of the desire to add the Equipment to the Agreement, and NEKO has accepted the additional Equipment to the Agreement as follows:
- CUSTOMER may notify NEKO of the desire to add an item to the Agreement by either adding "Service Contract" to the purchase order of Equipment ordered from NEKO, or by submitting NEKO's Maintenance Order Notification Form (Appendix E) to NEKO.
- NEKO must accept the addition to the Agreement any Equipment whose manufacturer and model number is listed in Appendix C provided that it is in good working condition and meets the manufacturer's specifications for performance and functionality. NEKO may choose to inspect the Equipment to be added before accepting its addition to the Agreement if the Equipment has never been covered under this Agreement, but must perform the inspection within one week of CUSTOMER's request. NEKO waives the right to inspection if the equipment was ordered from NEKO and delivered in the 30 days previous to the CUSTOMER's notification of the desire to add said Equipment.
- Article 4      **REMOVING EQUIPMENT**  
To remove EQUIPMENT listed in Appendix A, CUSTOMER must notify NEKO of Equipment to be removed to this Agreement via Customers' Purchase Order and/or NEKO' Maintenance Order Notification Form (Appendix E). CUSTOMER must provide 60 days written notice prior to removal.
- Article 5      **APPENDICES**  
All of this Agreement's Appendices may be amended, from time to time to improve the level of service and/or communication, by mutual written agreement between CUSTOMER and NEKO.
- Article 6      **SCOPE OF MAINTENANCE**  
NEKO shall perform the services, as described in Appendix B with respect to all EQUIPMENT listed in Appendix A, at all CUSTOMER locations located within California per the rate schedule set forth in Appendix C. NEKO warrants that it will perform all services under this Agreement in a professional and workmanlike manner in accordance with the highest industry standards.
- Article 7      **SPARES**  
NEKO will provide all necessary spare parts to be used to perform service on the EQUIPMENT listed in Appendix A at no additional cost to CUSTOMER unless such replacement parts are required for repairs listed in Article 9, EXCLUSIONS. All spare parts will be new or have equal to or better functionality than the applicable specifications for the part to be replaced and will be in working order.
- Article 8      **TRAINING**  
All NEKO field service personnel providing services to CUSTOMER will be fully trained by NEKO and qualified to perform the services required under this Agreement.

## Article 9

**EXCLUSIONS**

The services provided by NEKO therein do not include:

- a) electrical work external to the EQUIPMENT
- b) providing optional retrofits
- c) repair resulting from transportation by CUSTOMER or CUSTOMER assigned agent, neglect, misuse, or causes other than ordinary use.
- d) furnishing or maintaining removable disks, magnetic tapes, optical platters, supplies or accessories, making specification changes or performing services connected with the relocation of equipment, or adding or removing accessories, attachments or other devices.
- e) system engineering services, programming, or operational procedures of any sort.
- f) service by NEKO personnel if any are reasonably deemed by NEKO to be hazardous.
- g) service or support of operating systems or application software or hardware malfunctions caused by or related to defects in software, or
- h) services required because the EQUIPMENT is maintained or repaired by persons other than NEKO personnel, without the prior approval of NEKO.

In the event NEKO provides any of the forgoing services, CUSTOMER shall be charged for same at NEKO's standard rates as set forth in Appendix C.

## Article 10

**HOURS OF COVERAGE**

NEKO's contract hours are from 8 AM to 5 PM Pacific Time, Monday through Friday, exclusive of NEKO observed holidays as referenced in Appendix D.

## Article 11

**TERM**

This Agreement will remain in effect for the period set forth on the face of this Agreement and will continue for (5) years from date of contract. Termination may also be requested upon the occurrence of any of the following events:

1. Any default by the other party under this Agreement. A default under this Agreement is defined as failure by a party to perform any of its obligations herein. A default shall not be deemed to have occurred until the party which has allegedly failed to perform as required shall have first received written notice setting forth the nature of the performance failure and shall have failed to remedy the situation within a reasonable time thereafter, not to exceed fifteen (15) days, or a specified time agreed upon by both parties to enact a corrective action plan.
2. The cessation of business activities by the other party, or if the other party is adjudicated as bankrupt or makes a general assignment for the benefit of creditors under any insolvency act, or if a permanent receiver or trustee in bankruptcy is appointed for the property of the party and such adjudication, assignment or appointment is not vacated within sixty (60) days.

The termination of this Agreement shall not affect any rights existing at the date of termination, including without limitation, existing customer service contracts.

Article 12 **NOTICES**

All notices provided for under this Agreement shall be given by Certified First Class Mail, Return Receipt Requested, addressed as follows: Said notice shall be deemed given upon receipt by the US Postal Service.

If to NEKO Industries:  
Attn.: Ronald J. Hofhenke  
3017 Douglas Blvd #300  
Roseville, CA 95661

If to City of Stockton:  
Attn.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Article 13 **LIABILITY**

In the event that damages are caused by the fault or negligence of NEKO, NEKO will promptly take all steps necessary to remedy such damages, provided that CUSTOMER's right to recover damages caused by the fault or negligence of NEKO for the services rendered shall be limited to the monies actually paid by CUSTOMER under this Agreement, and in no event shall NEKO be liable for any liability, loss, expense, or other damages resulting from the loss of data, profits, use of products, or for any indirect, special, or incidental or consequential damages, whether or not foreseeable. The above limitation of NEKO's liability shall apply regardless of the form of action, whether in contract or tort, including but not limited to actions for negligence. Any action against NEKO must be brought within 12 months after CUSTOMER becomes aware of damage giving rise to CUSTOMER's cause of action for damages. The remedies set forth above shall constitute CUSTOMER's sole and exclusive remedy for damages related directly or indirectly to this Agreement.

Article 14 **RELATIONSHIP OF PARTIES**

The relationship established between CUSTOMER and NEKO under this Agreement is that of independent contractors, and nothing in this Agreement shall be construed to give either of them any rights as an employee, agent, representative, partner of joint venture in the business of the other or to entitle either of them at any time during or after the term of this Agreement to control, bind, or obligate the other in any manner.

Article 15 **GOVERNING LAW**

This Agreement shall be construed according to the Laws of the State of California. No Provisions of this Agreement shall be deemed, waived, amended, or modified by either party unless such waiver, amendment or modification be in writing and signed by both parties. This document constitutes the entire Agreement between the parties, with regard to service of Equipment, and supersedes and cancels all previous Agreements, if any, whether oral or written with regard to servicing of the Equipment listed in Appendix A.

Article 16 **PROPRIETARY INFORMATION**

All proprietary information, disclosed by either party to the other in connection with this Agreement, shall be used solely for installation, operation, maintenance, and support of Equipment furnished under this Agreement and shall be protected by the recipient from disclosure to others. All data, applications and other information of CUSTOMER or its customers, contained in or recorded on or in the Equipment and all data, applications and other information of CUSTOMER's customers or their customers will be deemed proprietary information and will be subject to the provisions of this paragraph whether or not specifically identified as such. The provisions of this Article do not apply to any information that is in the public domain, was in the possession of the receiving party prior to receipt from the other party hereto, was received from a third party without breach of a proprietary obligation or was independently developed by the receiving party without use of proprietary information of the other party.

Article 17 **NON-HIRING CLAUSE**

CUSTOMER and NEKO agree that they shall not hire or solicit for employment the employees of the other for period of (6) months following the date on which said employee completed work with client or customer on any project therein.

Article 18 **BILLING SERVICES**

All service contracts are invoiced at the time of approval for the full quarter in advance. Details for service will appear on billing. For Equipment added in the middle of a billing period, the contract for the piece of Equipment will be prorated. All mid-period bills for contract or technical services will be billed at end of month.

All Technical, and Diagnostic services, Per call Services, and equipment sales are billed for the specific request at the time of the request or immediately following the performance of the requested support.

## APPENDIX A

### STATEMENT OF WORK

#### 1. Project Objectives

- 1.1 The City of Stockton Information Technology department is contracting with Neko Industries for its OnBase Online Hosted Imaging Solution for an additional 5-years (July 1, 2021 to June 30, 2026).

#### 2. Project Scope

- 2.1 Monthly hardware, software and administration services will be \$16,886.87 monthly.

QTY	Item Number	Imaging System Description	Price	Ext. Price
		<b>Billing Period: 7-01-21 to 6-30-2026</b> Account #: 502-5101-571-2065  <b>Imaging Hosting Costs -- Monthly</b> <b>A: BASE CHARGES (Split by Department)</b> #1: OBOL Monthly Hardware & Networking Base Charge 3% #2: OBOL Monthly Software Subscription Price 4% #3a: Harddrive Storage #4: OBOL Administration 1% Monthly Webex Support - NEKO #3b: Total Storage GB @ 2.00 per Gigabyte (Primary and Secondary) 1/1/20 Storage is now 3,200 Gigs. Storage costs are fixed for COS		
1	Hardware		4,439.40	\$ 4,439.40
1	Subscription		\$5,536	\$ 5,536.00
1	Storage		51.60	\$ 51.60
1	Administration		1,284.00	\$ 1,284.00
1	Support			\$ 1,625.00
1070	Storage		2.00	\$ 2,140.00
		<b>Optical Backup Costs -- Monthly</b> Add Optical backup to COS Monthly OBOL Based on storage per Gig. All data written to WORM storage This includes all hardware maintenance, platter etc.	\$6.00	\$3,006.00
1	Dept-Setup	Clerk special Department Pricing		\$ 475.00
				\$18,557.00
		5 year Contract Discount		(\$1,670.13)
				\$16,886.87

- 2.2 NEKO also hereby agrees to keep both primary and secondary storage at a fixed cost storage fees for the five-year contract period between *July 1, 2021 through June 30, 2026*. This also includes backup and WORM storage provided by the Enterprise Solution.

- 2.3 World Class Hosted Storage Facility with hardware and OS refresh, along with advanced disaster recovery will continue to be standard solution benefit offering:

✓	Architecture	Architecture is specialized and optimized for Hyland's content services applications
✓	Installs and Upgrades	Solution manages all application installs and upgrades, alleviating customer pain
✓	Test System Maintenance	Solution manages updates and refreshes of test environments, including new equipment and servers
✓	Servers, Patching & Infrastructure Maintenance	Hyland provides best server and role configurations, and transparently manages all servers, including patching, security and maintenance
✓	Hardware, Software Server Procurement	Hyland determines the appropriate hardware and software, and manages all ordering and installation
✓	High Availability	N+1 redundancy is standard and all solutions benefit from highly available architecture
✓	Disaster Recovery	All solutions include disaster recovery implementation tailored to the application at no additional cost
✓	Bandwidth	Hyland absorbs all costs for bandwidth and no throttling occurs
✓	Audits and Compliance	Hyland extends compliance support beyond the infrastructure to the application level and through the team managing the platform
✓	Monitoring and Alert Management	Hyland provides 24/7 monitoring of both the infrastructure and all applications, with incident management built in

- 2.4 OnBase Software:

<b><u>Product Description</u></b>	<b><u>Product Code</u></b>	<b><u>Qty</u></b>
Multi-User License	OBIPW1	1
Web Server	WTIPW1	1
Document Import Processor	DPIPW1	1
Disconnected Scanning Module	DSIPW1	1
Disconnected Scanning Module	DSIPW1	12
Concurrent Client	CTIPC1	40
Application Enabler	AEIP11	1
Kofax Integration	KFIP11	1
GroupWise Integration	GPWW1	1

- 2.5 Standard storage capacity: seventy-one (100) gigabytes. Customer may purchase additional storage capacity for Additional Storage Charges as agreed upon with the Authorized Solution Provider.

- 2.6 Backstop Services: Database Backup Validation and Backup Storage Services (Quarterly)
- 2.7 All services performed by NEKO in accordance with Exhibit 1 OnBase Online Customer Process Manual and Exhibit 2 OnBase OnLine Service Class Manual.

### **3. Security Breach – Loss of Data**

Notwithstanding anything to the contrary, either Party shall notify the other Party immediately in the event that it learns or has reason to believe that there has been any Security Breach, or that any person who has had access to City Data has violated or intends to violate the terms of this agreement. NEKO shall, at its own expense, cooperate with the City in investigating and responding to the foregoing, notifying customers or other affected individuals as required by law, and seeking injunctive or other equitable relief against any such person or persons who have violated or attempted to violate the security of City Data.

In the event that applicable law requires that customers of the City of Stockton or other affected persons be notified of a security incident involving City Data, NEKO agrees the City shall have the discretion of determining whether such notice shall come from NEKO or the City. The City shall control and approve, in its sole discretion, the content, timing and other details of such notice.

In the event of any unauthorized access or loss or theft of City data, NEKO will promptly notify the City and perform all actions as the City considers reasonably necessary to remedy or mitigate the effects of the data breach. The parties will coordinate and cooperate in good faith on developing the content of any related public statements or any required notices.

In the event of loss or disclosure of City Data to or by unauthorized persons, or if NEKO uses or allows City Data to be used in an unauthorized manner (a "Security Breach"), and if the City has fulfilled all of its obligations under the OnBase Online Customer Process Manual, then NEKO shall take the following actions and accept the following responsibilities:

- 3.1 NEKO will provide the City with prompt notification, in no case in a time frame longer than required by applicable law, of a Security Breach or incident relating to, or affecting, City Data as soon as NEKO is aware of the Security Breach or incident.
- 3.2 Promptly implement necessary remedial measures.
- 3.3 Take commercially reasonable measures to address the Security Breach in a timely manner.

- 3.4 Comply with all applicable laws that require the notification of individuals in the event of a Security Breach or other events requiring notification.
- 3.5 If the Security Breach requires public notification, NEKO shall coordinate all communication with the City.

**4. Notices**

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

**Contractor:** Neko Industries Inc.  
Olympus Corporate Center  
3017 Douglas Blvd. #300  
Roseville, CA 95661

**City:** City of Stockton  
Attn: City Manager  
425 N. El Dorado Street  
Stockton, CA 95202

**5. Key Personnel**

Ronald J. Hofhenke, Partner. 916.774.7125. [rjh@nekoind.com](mailto:rjh@nekoind.com)



## APPENDIX B

### SERVICE

In consideration for the payments specified on Appendix C, NEKO will provide the following services with respect to the Equipment listed in Appendix A.

Under the On-Site Server Agreement, NEKO's customers receive the highest level of support available for their mission critical server EQUIPMENT. This program will allow our customers to put their imaging EQUIPMENT under a maintenance contract that includes a fast response time, the availability of the dedicated parts, and the expertise necessary to return the EQUIPMENT to working conditioning in accordance with applicable manufacturer performance and functionality specifications. This program also allows for dispatching the correct service people to your account and or dispatching software support..... all with a single call, with a 1 hour verbal response time to your call.

#### **On-Site Maintenance Agreements:**

NEKO will provide on-site service for EQUIPMENT with response times ranging from 4-8 hours after call is dispatched as stated in appendix C. During the term of this Agreement, NEKO will maintain all Equipment in good working order in accordance with the applicable manufacturer's performance and functionality specifications. The following terms are defined as they apply to this Agreement.

Placing a service call: The NEKO 916-774-7125 number will allow the CUSTOMER helpdesk to call in a service call (see diagnostic level below) for down or problematic hardware. Hardware maintenance will be dispatched and performed for each unit with a current hardware maintenance contract, in accordance with the terms and time frame detailed in this appendix.

Diagnostic Level: Diagnostic isolation will be performed by CUSTOMER's "in house" help desk resources to minimize erroneous service calls. Software service and support will be handled primarily by "in house" resources. CUSTOMER will be responsible for properly diagnosing a hardware service problem to the main component level (e.g. video subsystem, jukebox, scanner, Xionics adapter). Any misdiagnosed calls may be subject to an additional travel charge as detailed in Appendix C. (Also see False Calls below). NEKO can perform ad-hoc diagnostic services at the additional rates in Appendix C.

Response time: Response time is defined as the time the technician will arrive on-site ready to perform service with parts in-hand unless otherwise mutually agreed upon. Response time is measured from the time a diagnosed call is dispatched to the time a NEKO field service representative arrives on the location to perform the required service. (Appendix C specifies models and response times). Response time is in business hours as referenced in Article 10 (e.g. a call placed at 3 p.m. for a jukebox listed in Appendix C as a 4 hour response time, would require a technician to be on-site by 10 a.m. the following day).

Service: Once on-site, the field service representative will repair the problem or develop an alternative action plan for problem resolution. The NEKO field service representative will not leave until an action plan is agreed to by CUSTOMER.

Dispatched Call: A service problem is considered dispatched when a Diagnostic Level call is placed to NEKO and a service tracking number is assigned. This number will be assigned within 30 minutes of CUSTOMER's call.

Backups: All backups and restores are the responsibility of the CUSTOMER. In the event that a magnetic hard drive is determined to be not functional, NEKO will notify CUSTOMER's desktop services and request that a backup be performed prior to continuing service. NEKO will make a best effort to salvage the data using current disk utilities. Additionally, at the customer's discretion and expense, NEKO can provide additional data recovery services without commitment to time.

Loaners: In exceptional cases where service repair is unable to be provided, NEKO will secure a Loaner piece of functionally equivalent equipment at additional charge to be on-site as a result of the action plan agreed to by the Problem Site Manager and the customer. This process is included in the Escalation Services offering below.

#### **I. Escalation Services**

NEKO's escalation services provide a process for CUSTOMER and NEKO to take corrective action resulting in as small a disruption to CUSTOMER as feasible. NEKO will be on-site per the terms stated above with the highest quality parts and trained service technicians. NEKO's escalation management program is invoked when your NEKO representative cannot repair the Equipment within a maximum of 4 hours of downtime from time field service person has seen the problem.

When the NEKO escalation program is invoked, the problem is assigned to a Problem Site Manager (PSM). The PSM activates critical NEKO resources. These resources with the NEKO representative will develop and implement a plan that includes a timetable and identifies specific actions. This action plan is communicated to the customer. Together with the customer the NEKO resources determine

the appropriate steps necessary to return the product to proper operation. The escalation management program ensures that the parts/resources needed to resolve the problem are available at the proper time.

Within a maximum of 8 hours of downtime (from time problem has been seen by field service person), the action plan is reviewed by additional engineers from manufacturer to determine a satisfactory solution. This might include additional NEKO engineers on site, additional assemblies/parts ship to site or loaners. This modified action plan is reviewed with the customer.

- 1) Within 4 to 8 hours (depending on type of equipment as referenced in Appendix C) from the time the call is Dispatched, a qualified technician will show up on-site with parts.
- 2) After 4 hours of downtime (from time problem has been seen by field service person), the problem will be escalated to the PSM.
- 3) A PSM developed action plan and timetable will be communicated to CUSTOMER for customer approval. The technician will remain on-site until dismissed by CUSTOMER MIS personnel or NEKO industries personnel.
- 4) After 8 hours of downtime (from time problem has been seen by field service person), NEKO will provide additional engineers. NEKO and PSM will also provide a revised plan that includes additional parts and/or loaner.

## **II. False Calls**

In the event that NEKO field service personnel are dispatched by CUSTOMER help desk to provide hardware maintenance for a mis-diagnosed item, the call **may be subject to an additional travel charge**. The technician will remain on-site to help develop a corrective action plan until dismissed by CUSTOMER MIS personnel or NEKO industries personnel. (example: Help Desk calls NEKO with a scanner problem. NEKO dispatches a technician on-site within 8 hours with scanner parts. Technician tests scanner, interviews enduser and finds out that the problem is really a juke box problem because the scanner can't store the images to optical and therefore stops. A technician with optical parts and experience will be dispatched and on-site within 4 hours per Appendix C.)

## **III. Non-Contract Calls**

In the event that NEKO field service personnel are dispatched by CUSTOMER help desk to provide maintenance for non-support items (any item not listed in Appendix A), non-covered items (any item listed in Appendix A for which CUSTOMER has not procured the services listed herein), or any service specifically excluded under this Agreement. NEKO will notify CUSTOMER prior to providing non-covered service. NEKO would subsequently bill CUSTOMER for the service call per the rates listed in Appendix C.

**APPENDIX D****2021 Holiday Schedule:**

<b>Holiday</b>	<b>Date</b>
New Year's Day	January 1 (Friday)
MLK Day (New for 2021)	January 18 (Monday)
Presidents Day	February 15 (Monday)
Memorial Day	May 31 (Monday)
Independence Day	July 5 (Monday)
Labor Day	September 6 (Monday)
Thanksgiving	November 25 & 26 (Thu-Fri)
Christmas	December 24 <sup>th</sup> (Friday)

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# OnBase Online®

## Customer Process Manual

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Version: 2016.1

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## Introduction

This OnBase Online Customer Process Manual provides Customers a description of the Hosting Services provided by Hyland. Capitalized terms not defined in this Process Manual have the meanings set forth in Hyland Software, Inc.'s Hosting Agreement.

An electronic copy of the latest OnBase Online Customer Process Manual is available to customers through the OnBase Community in the Secure Downloads area at: <https://www.onbase.com/community> and through the OnBase Cloud Portal at: <https://mycloud.onbaseonline.com>.

## System Description

This system description delineates the boundaries of the various components of a functioning Hosted Solution, including: the products and services provided by Hyland Software, Inc. ("Hyland") and its vendors; the products and services provided by Hyland's authorized solution providers; and the services and obligations fulfilled by the Customer and its partners or vendors.

## Background

Hyland owns, manages, and operates the OnBase Online Cloud Platform. The OnBase Online Cloud Platform is a multi-instance hosting platform for Hyland's products and services, including, but not limited to, the OnBase® enterprise information management software platform. Customers utilize the OnBase software to fulfill their unique business needs. Hyland employees consult with the Customer in order to deploy, manage, and maintain such software while hosted on the OnBase Online Cloud Platform. Hyland Global Cloud Services ("GCS") is the department within Hyland responsible for administration of the OnBase Online Cloud Platform.

## Infrastructure

The hardware components associated with the OnBase Online Cloud Platform are physically located within TIA-942 Tier 3 or higher data centers that are owned and operated by Internet Service Providers (ISPs) who have demonstrated compliance with one or more of the following standards (or a reasonable equivalent): International Organization for Standardization ("ISO") 27001 and/or American Institute of Certified Public Accountants ("AICPA") Service Organization Controls ("SOC") Reports for Services Organizations. These ISPs provide Internet connectivity, physical security, power, and environmental systems and services for the OnBase Online Cloud Platform.

Hyland owns and operates the physical components supporting the application stack composing the OnBase Online Cloud Platform. This includes industry-leading technology to provide a load balanced, redundant, and highly available Hosted Solution. An N-tiered architecture is used to support presentation, application, processing, and data services. For enhanced security in the OnBase Online Cloud Platform, technologies such as firewalls, intrusion detection and prevention, and vulnerability management are used.

## Software

The OnBase Online Cloud Platform offers hosting services for products and services developed and/or owned by Hyland Software. Hyland may from time to time choose additional products or services, in addition to those listed below, to have a hosting option.

## OnBase

The OnBase software product is a comprehensive, modular enterprise information management platform ("OnBase"). OnBase can capture data from multiple sources, including paper documents and electronic data streams, storing it in one central location. OnBase then drives this content through business processes, validating the information, and making calculated decisions. OnBase integrates with business systems, applications, and mobile devices. This suite is authored by the Hyland Development team.

## People

Hyland employees must undergo comprehensive screening during the hiring process. Background checks and reference validation are performed to determine whether candidate qualifications are appropriate for the proposed position. Subject to any restrictions imposed by applicable law, these background checks include federal, state, and county criminal background checks, employment validation, and education verification.

Candidates for employment within GCS, including internal transfers, must be approved by the Associate Vice President of Global Cloud Services and Hyland Human Resources before the employment positions are offered. This approval may be contingent upon the successful completion of additional security screening and training.

Hyland personnel are granted only the specific privileges required for them to carry out their normal duties in supporting the OnBase Online Cloud Platform. Hyland uses a variety of preventive, detective, and reactive controls. These include strict data access controls for Customer Data and confidential

information, multiple levels of monitoring, logging, reporting, and combinations of controls that provide for the independent detection of unauthorized activity or access to customer solutions and data.

“Customer Data” means any and all data and information of the Customer stored within the Hosted Solution, which is located within Hyland’s data centers. This includes, but is not limited to, any and all data and materials of Customer captured, stored, or processed within the Customer’s Hosted Solution.

## System Boundaries

The systems that compose a functioning OnBase Online Cloud Platform are limited to components such as network devices, servers, and software that are physically installed and operating within Hyland’s Internet-enabled network infrastructure. This system boundary also includes the network connectivity, power, physical security, and environmental services provided by the third-party ISP that owns and operates the data centers in which this network infrastructure is collocated.

Hyland is not responsible for any system components that are not within this system boundary, including network devices, network connectivity, workstations, servers, and software. Hyland may provide support for these components at its reasonable discretion.

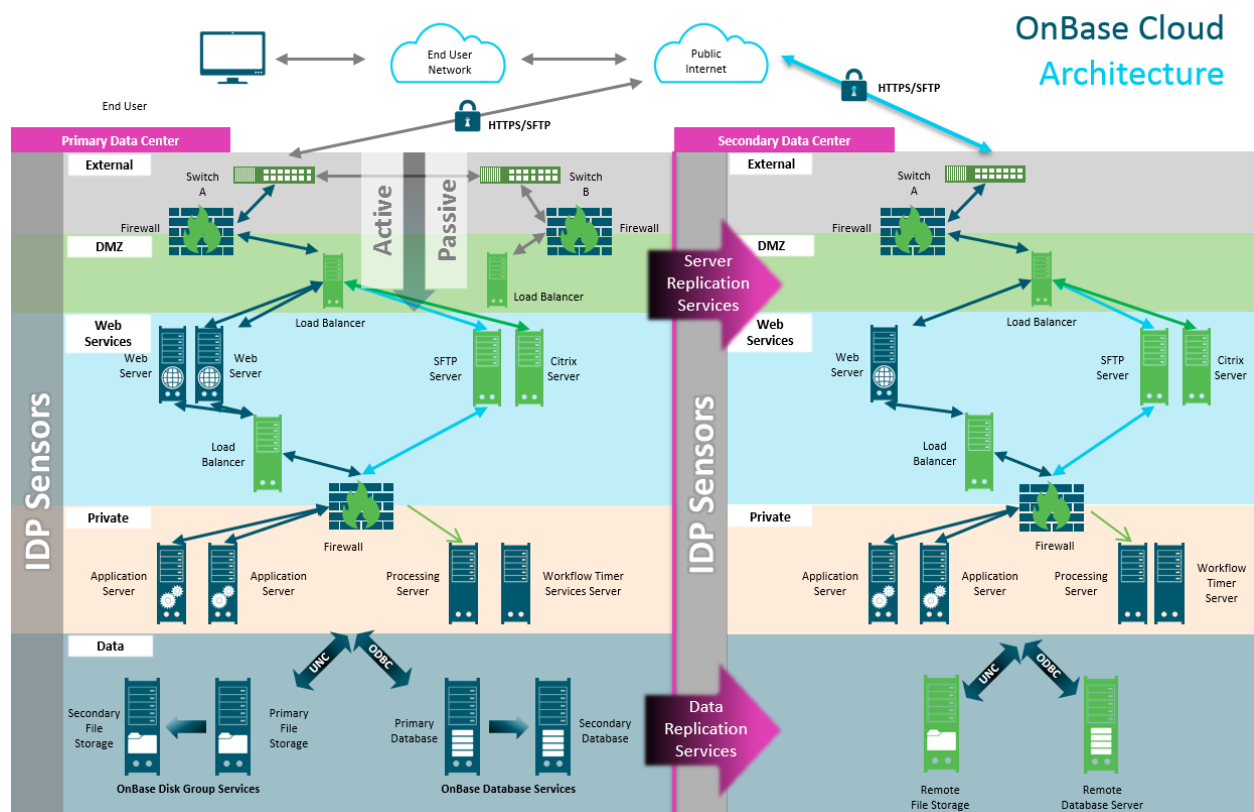


Figure 1 – General diagram of OnBase application architecture. Other solutions may have varying components but the N+1 architecture is employed for all regardless of the application package selected by the customer.



## Process Boundaries

The processes executed within the OnBase Online Cloud Platform are limited to those that are executed by a Hyland employee (or authorized third-party) or processes that are executed within our established system boundaries, in whole. This includes, but is not limited to, hardware installation, software installation, data replication, data security, and authentication processes.

Certain business processes may cross these boundaries, meaning one or more tasks are executed outside of the system boundaries that have been established for the OnBase Online Cloud Platform, one or more tasks are executed by individuals who are not Hyland employees (or authorized third-parties), or one or more tasks are executed based on written requests placed by a Customer. In such event, Hyland will provide support for such processes to the extent they occur within Hyland's established system boundaries, but Hyland is not responsible for providing support for such processes to the extent they occur outside of such established system boundaries. Hyland may, at its reasonable discretion, provide limited support for processes which occur outside such established system boundaries. Examples of business processes that cross these boundaries include, but are not limited to, Hosted Solution configuration changes, processing that occurs within the Hosted Solution, user authorization, and file transfers.

## Procedures

### Incident Response

Incidents to which Hyland responds are generally placed into one of two classifications— security incidents and availability incidents. Responses to these incidents follow the Hyland documented incident response sequence. This sequence includes: the incident trigger phase, evaluation phase, escalation phase, response phase, recovery phase, de-escalation phase, and post-incident review phase. If Hyland has determined the Customer's Hosted Solution has been negatively impacted by a security or availability incident, Hyland will deliver a root cause analysis summary. Such notice will not be unreasonably delayed, but will only occur after initial corrective actions have been taken to contain the security threat or stabilize the OnBase Online Cloud Platform.

### Change Management

Hyland follows internal change management procedures when changes are initiated by Hyland, or Customer requests Hyland to make a change on their behalf to existing systems, or when new systems are deployed to the OnBase Online Cloud Platform. Generally speaking, change requests are submitted via a change management system and are then evaluated by subject matter experts. Upon approval by such subject matter experts, changes are implemented, documented, and tested. In the event an issue

occurs with the approved change, rollback procedures, documented as part of the change request, are performed in order to return the system to its original state.

### Device Decommissioning

When a storage device has reached the end of its useful life, Hyland procedures include a decommissioning process that is designed to prevent Customer Data from being exposed to unauthorized individuals. Hyland uses the techniques recommended by the National Institute for Standards and Technology ('NIST') to destroy data as part of the decommissioning process.

If a hardware device is unable to be decommissioned using these procedures, the device will be virtually shredded or physically destroyed in accordance with industry-standard practices. Devices used in the administration of the Customer's Hosted Solution that have been decommissioned will be subjected to these or equally effective standards. Attestation letters to that effect can be provided to Customer, upon request.

### Data

Customer maintains ownership of all Customer Data uploaded to their Hosted Solution through the full lifecycle period. Customer Data may be uploaded via SFTP, TLS/SSL, or through an OnBase services API over a TLS/SSL connection to the OnBase Online Cloud Platform. Hyland strongly recommends customers have their disk groups encrypted by default using the OnBase Encrypted Disk Groups module using a minimum of an AES 256-bit encryption cipher. Customers may opt out of having their disk groups encrypted by electing not to use the OnBase Encrypted Disk Groups module or elect to use the OnBase Encrypted Disk Groups module with an AES 128-bit encryption cipher, each of which is at Customer's sole discretion and risk. Strict access control is in place for Customer Data within the OnBase Online Cloud Platform. Customer administrators control user access, user permissions, and data retention with respect to the Hosted Solution.

### Data Processing

Data processing is initiated via task schedules within the OnBase software that are defined by the Customer. Some types of processing can also be initiated by ad-hoc commands that are issued within the OnBase software by authenticated users. Users are responsible for retaining a local copy of all processed documents until they have verified that the documents have been successfully processed and committed within their Hosted Solution.

### Data Access Controls in the OnBase Online Cloud Platform

As a multi-instance hosting platform, the OnBase Online Cloud Platform provides logically dedicated storage for each customer, which prevents the documents and metadata belonging to multiple tenants from being comingled. Access to documents, meta-data, output command, configuration commands, and processing commands are controlled via permissions that are assigned to user groups within the

Hosted Solution by the Customer. Customers manage the user group membership and authentication records for their users via configuration screens within the applicable web server software or the Hosted Solution configuration application. Multi-factor authentication is required before any Hyland employee is permitted administrative access to the OnBase Online Cloud Platform.

## Responsibilities

### Hyland Responsibilities

Hyland will:

1. Provide access to the Hosted Solution for use by the Customer by installing and managing system components within the OnBase Online Cloud Platform system boundaries, as defined within this document. This hosting service will be delivered in a manner that is consistent with Hyland's Hosting Agreement.
2. Upon request and the payment of applicable fees by Customer, deploy the Hosted Solution on behalf of Customer.
3. Manage Hosted Solution configuration changes performed on behalf of Customer based on written requests from authorized Customer employees or authorized third parties.
4. Report and respond to qualified security incidents. If Hyland has determined the Customer's Hosted Solution has been negatively impacted by a security incident, Hyland will deliver a root-cause analysis summary to the Customer's designated Security Administrators ("CSA") and Service Failure Notification Contacts ("FNC"). Such notice will not be unreasonably delayed, but will only occur after initial corrective actions have been taken to contain the threat and stabilization of the OnBase Online Cloud Platform has been completed. Assistance from the Customer may be required.
5. Respond to reported availability incidents. This may include, but is not limited to, activities required to restore access to the Customer's Hosted Solution by conducting a data center failover. If Customer has reported an availability incident to Hyland Technical Support, Hyland will deliver a root-cause analysis summary to the Customer's designated CSA and FNC personnel. Such notice will not be unreasonably delayed, but will only occur after initial corrective actions have been taken to contain the threat and stabilization of the OnBase Online Cloud Platform has been completed. Assistance from Customer may be required.
6. Maintain disaster recovery preparations, including data replication and periodic reviews.
7. Use commercially reasonable efforts to test work performed by Hyland employees and Hyland vendors.
8. Use commercially reasonable efforts to monitor the overall security and availability of the OnBase Online Cloud Platform.

9. Upon request of Customer, provide information on available features and functionality of Customer's Hosted Solution that could assist Customer in storing confidential or personal identifying information.

## Customer Responsibilities

Customer will:

1. Designate CSA personnel (who are authorized to communicate Customer's policies, submit Hosted Solution configuration requests to Hyland, or speak authoritatively on behalf of Customer) and FNC personnel (who are to be notified of circumstances affecting access to the Hosted Solution).
2. Access the Hosted Solution remotely.
3. Provide web browser software, other compatible client software and necessary communications equipment to access the Hosted Solution.
4. Install and manage system components outside of the OnBase Online Cloud Platform system boundaries, as described in this document.
5. Provide workstations that meet or exceed Hyland's minimum requirements for each software module installed.
6. Execute processes that are outside of the process boundaries as described in this document.
7. Identify and make use of Hosted Solution features to properly store confidential information and personal identifying information.
8. Be responsible for ensuring the Hosted Solution meets Customer's legal and/or compliance obligations.
9. Be responsible for all testing of the Hosted Solution upon installation prior to any production use, except as otherwise set forth in a Hyland Services Proposal.
10. Be responsible for all testing of any configuration changes to the Hosted Solution software, except as otherwise set forth in a Hyland Services Proposal.
11. Perform Hosted Solution user authorization.
12. Control user group membership and the related permissions within the Hosted Solution.
13. Transfer files to the OnBase Online Cloud Platform using supported protocols and standards.
14. Use commercially reasonable efforts to monitor business processes and quality controls that are unique to the Customer's Hosted Solution. This includes batch processing of documents uploaded to the OnBase Online Cloud Platform.
15. Report and respond to security and availability incidents of which Customer becomes aware. Customer should report all such incidents to Hyland's Technical Support Department. The Hyland Technical Support representative will serve as the primary point of contact for the duration of the support issue unless Customer is advised differently by Hyland.
16. Respond to an availability incident. Assistance from Hyland may be required.

## Standards and Procedures

### Security

1. If Customer administrators believe they have experienced a security incident, they should contact their appropriate Technical Support contact as soon as possible after discovering the incident. The Hyland Technical Support representative will serve as the primary point of contact for the duration of the support issue unless Customer is otherwise advised by Hyland.
2. Hyland maintains and utilizes a standardized security incident response process. This process includes the following high-level event sequence:
  - a. Incident Trigger Phase
  - b. Evaluation & Categorization Phase
  - c. Escalation Phase
  - d. Response Phase
  - e. Recovery Phase
  - f. De-Escalation Phase
  - g. Post-Incident Review Phase
3. If Hyland has determined the Customer's Hosted Solution has been negatively impacted by a security incident; Hyland will deliver a root-cause analysis summary to the Customer's designated CSA and FNC personnel. Such notice will not be unreasonably delayed, but will only occur after initial corrective actions to contain the threat and stabilize the OnBase Online Cloud Platform have been completed.
4. Employees of Customer are not permitted to share their Hosted Solution login credentials (e.g. passwords, tokens, personal certificates, etc.) with other users.
5. Customer must remove all inactive Hosted Solution accounts in a timely manner (e.g. when an employee is terminated).
6. A designated CSA must place a technical support request to Hyland to have inactive Citrix and SFTP accounts removed in a timely manner (e.g. a scanning bureau's services are discontinued).
7. Hyland will configure TLS and/or SSL certificates that are purchased to support Customer's web site.
8. Customer is responsible for all distribution of output under their control within the Hosted Solution or performed by Hyland based on a written request from an authorized employee of Customer. An example would be documents that Customer sends to third parties via e-mail.
9. Customer has the option of limiting access to their Hosted Solution to a list of pre-defined IP addresses. Upon request by Customer, Hyland will implement an initial list of IP restrictions once per year at no charge. However, any additional changes will incur charges based on the time spent to implement the changes and Hyland's current hourly billing rate for technical services.

10. Hyland utilizes virus protection software programs and definitions which are configured to meet common industry standards in an attempt to protect the data and equipment located within the OnBase Online Cloud Platform from virus infections or similar malicious payloads.
11. Customer may conduct penetration testing against the public URL used to access the Hosted Solution on an annual basis; provided, that, (a) Customer provides Hyland with at least ninety (90) days' prior written notice of its desire to conduct such testing, (b) Hyland and Customer mutually agree upon the timing, scope, and criteria of such testing, which may include common social engineering, application, and network testing techniques used to identify or exploit common vulnerabilities including buffer overflows, cross site scripting, SQL injection, and man in the middle attacks, and (c) such 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. Prior to any such testing, any third party engaged by Customer to assist with such testing, must enter into a Non-Disclosure Agreement directly with Hyland. Customer acknowledges and agrees that any such testing performed without mutual agreement regarding timing, scope, and criteria may be considered a hostile attack which may trigger automated and manual responses, including reporting the activity to local and federal law enforcement agencies as well as immediate suspension of Customer's access to or use of the Hosted Solution. Customer is prohibited from distributing or publishing the results of such penetration testing to any third party without Hyland's prior written approval.

## Change Management

Customer is responsible for testing all configuration changes, authentication changes, and upgrades to their Hosted Solution. In cases where the Customer relies upon Hyland to implement changes on its behalf, a written request describing the change must be submitted (e.g. an e-mail) by a CSA.

Hyland will make scheduled configuration changes that are expected to impact Customer access to their Hosted Solution during a planned maintenance window. Hyland may make configuration changes that are not expected to impact Customer during normal business hours.

## Maintenance Communications and Restrictions

Hyland will notify Customer of scheduled maintenance that is expected to impact or potentially impact system availability or functionality. 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. These notifications will be delivered via e-mail to Customer's designated CSA and FNC personnel.

Hyland will notify Customer of unscheduled maintenance that is expected to impact or potentially impact system availability or functionality. Notification will typically be sent at least 24 hours in advance, but in no event will such notice be sent less than 2 hours prior to the specified start time. These notifications will be delivered via e-mail to Customer's designated CSA and FNC personnel.

Both scheduled and unscheduled maintenance will be 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. Scheduled hours for maintenance may be decreased by Hyland at Hyland's discretion, based on Customer's selected class of service. The scheduled hours of maintenance will be communicated to each Customer via e-mail in accordance with above notice provisions. For Customers that have purchased a Service Class, limitations on the aggregate number of hours of maintenance are set forth in the Service Class Manual, based on the Customer's selected class of service.

### Implementation Acknowledgement

When the Customer's Hosted Solution is first deployed on the OnBase Online Cloud Platform, or an existing Hosted Solution is upgraded to a newer release of the OnBase software, Hyland may ask the Customer to submit written acknowledgement affirming that the Hosted Solution has been successfully tested to the Customer's satisfaction. Hyland may delay the implementation of certain data protection or support services until Customer has submitted this written acknowledgement. This acknowledgement does not prevent Customer from making independent changes to the Hosted Solution. Rather, the intent is to facilitate effective change management by helping to ensure all parties work from a common point that is known to be fully functional and confirming that no loss of functionality has occurred as a result of hosting the solution on the OnBase Online Cloud Platform.

### Special Considerations

This section applies to Hosted Healthcare customers who are receiving designated administration services from the Hyland Hosted Healthcare Services Team.

If the Hosted Solution includes hardware and/or software interfaces to be used for data integration and those resources will be remotely managed and supported by Hyland, Customer must provide access and administrative permissions to hardware and software interfaces located on the Customer's network to the appropriate Hyland personnel. Local technical and systems support for these data communication interfaces and systems at the Customer's location may also be required.

The Customer is responsible for maintaining all clinical and diagnostic activity, and for implementation and operation of all accounting, management and reporting systems, and audit functions.

If the Hosted Solution includes Master Patient Index feeds (MPI), Customer must provide such data and the related specifications in a timely manner.

## Audits

All third-party Internet Service Providers used by Hyland have demonstrated compliance with the AICPA Service Organization Controls (“SOC”) Reports for Service Organizations and/or ISO 27001 attestation standards (or a reasonable equivalent). Hyland validates the audit status of each third-party Internet Service Provider on an annual basis. A copy of the most recent audit report from each third-party Internet Service Provider is available to Customer upon written request.

Hyland maintains a periodic external audit program for the Platinum and Double Platinum Service Class Customers as described in the Service Class Manual. Attestations are typically completed on an annual schedule and currently utilize the SOC 2 standard. A copy of Hyland’s most recent SOC 2 report is available to all customers upon written request. Hyland’s SOC 3 report is available at OnBase.com.

Customer may conduct audits of Hyland’s operations that participate in the ongoing delivery and support of the hosting services purchased by Customer on an annual basis; provided all the following criteria are met, (a) Customer provides Hyland with at least ninety (90) days prior written notice of its desire to conduct such audit, (b) Hyland and Customer mutually agree upon the timing, scope, and criteria of such audit, which may include the completion of questionnaires supplied by Customer and guided review of policies, practices, procedures, Hosted Solution configurations, invoices, or application logs, and (c) such audit 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 audit. Prior to any such audit, any third party engaged by Customer to assist with such audit, must enter into a Non-Disclosure Agreement directly with Hyland. If any documentation requested by Customer cannot be removed from Hyland’s facilities as a result of physical limitations or policy restrictions, Hyland will allow Customer’s auditors access to such documentation at Hyland’s corporate headquarters in Ohio. Where necessary, Hyland will provide private and reasonable accommodation at Hyland’s corporate headquarters in Ohio for data analysis and meetings. Upon reasonable notice, Hyland and Customer mutually agree to make necessary employees or contractors available for interviews in person or on the phone during such audit at Customer’s cost and expense. Customer is prohibited from distributing or publishing the results of such audit to any third party without Hyland’s prior written approval.



## Business Continuity

Customers who purchase the Platinum or Double Platinum Service Class, as described in the Service Class Manual, may participate in a data center failover test of Customer's Hosted Solution 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.

## Monitoring and Reporting

Customer may request the following reports:

1. Service availability report containing a list of service level availability ("SLA") incidents that have been reported by Customer. The report will reflect each incident's confirmation or rejection by Hyland.
2. Technical Support Activity report containing a list of issues that have been reported by Customer. The listing of each issue will reflect the current status (Open, Closed, etc.).
3. Service Configuration report for the Customer's Hosted Solution. These reports will contain an accounting of the services that are currently configured in support of the Customer's Hosted Solution. For each service, the report will indicate the version of the OnBase software used, the number of servers on which it is hosted, and the version of the operating system in use on these servers.
4. Service Consumption Report containing a detailed accounting of the measurements used to generate the most recent invoice for the Customer's Hosted Solution. Totals are generated in multiple categories including disk group storage, database storage, and SFTP Archive storage.
5. Data center audit report containing the most recent attestation demonstrating that the third party data center provider used by Hyland in support of the Customer's Hosted Solution is compliant with the AICPA SOC Reports for Service Organizations, and/or ISO 27001 audit standards (or a reasonable equivalent).

Upon written request and no more than once per year, Hyland will perform a vulnerability assessment of the public URL used to access the Hosted Solution, for the purpose of identifying potential security weaknesses which may include (but is not limited to) inadequate input validation, sensitive data exposure, privilege escalation, cross site scripting, and broken session management. Hyland will create a report listing the number and severity of any weaknesses identified. Hyland will also provide a copy of

such report to Customer. If the report contains vulnerabilities with a severity rating of “High” or “Critical”, Hyland will coordinate with the Customer to perform additional analysis and/or document a remediation plan intended to reduce the associated risks. Customer is prohibited from distributing or publishing the results of such report to any third party without Hyland’s prior written approval.

## Hosting Services Catalog

### Standard Hosting Services for OnBase

The following hosting services are included with each Hosted Solution at no additional cost.

Category	Included Features
Hosts in Primary Data center	<ul style="list-style-type: none"> <li>Redundant, shared web server</li> <li>Redundant, shared application server</li> <li>Redundant, shared file server and/or NAS device</li> <li>Redundant, shared database server</li> <li>Redundant, shared SFTP server</li> <li>Shared OnBase Processing or Workflow server</li> <li>Redundant, shared Citrix Server</li> <li>Redundant, shared Windows domain controllers</li> <li>Redundant, shared private switches and firewalls</li> <li>Redundant, shared DMZ switches and firewalls</li> </ul>
Hosts in Secondary Data center	<ul style="list-style-type: none"> <li>Shared file server and/or NAS device containing a replicated copy of the Customer’s disk groups from Primary Hosting Facility</li> <li>Shared database server configured to receive logs shipped from Primary Hosting Facility</li> <li>Shared Windows domain controllers</li> <li>Shared private switches and firewalls</li> <li>Shared DMZ switches and firewalls</li> </ul>
Security Services	<ul style="list-style-type: none"> <li>Real Time Intrusion Detection and Prevention</li> <li>Anti-Virus Services</li> <li>Firewalls in a DMZ configuration</li> <li>Patch Management services</li> <li>TLS and/or SSL and SSH2 transport encryption</li> <li>Periodic vulnerability scanning</li> <li>Source IP restrictions available upon request. One update per year included at no cost. More frequent modifications are invoiced at Hyland’s current hourly billing rate for technical services.</li> </ul>
Governance	<ul style="list-style-type: none"> <li>AICPA, ISO, or equivalent security audit of data center within past 12 months.</li> </ul>
Database Protection**	<ul style="list-style-type: none"> <li>Replication of database transactions to a second, independent database server in the primary data center.</li> <li>Replication of database transactions to a third, independent database server in a secondary data center that is at least 200 miles from the primary data center.</li> </ul>

Document Protection**	<ul style="list-style-type: none"> <li>Replication of committed documents to a second, independent storage device within the primary data center.</li> <li>Replication of committed documents to a third, independent storage device within a secondary data center that is at least 200 miles from the primary data center.</li> </ul>
<p>** The services described in this section are explicitly excluded from and not provided in connection with any non-production instance of the Customer's Hosted Solution and/or SFTP transfers. Hyland does not backup or replicate Customer Data stored within non-production instances of the Customer's Hosted Solution and/or SFTP archives.</p>	

## Optional Hosting Services

These services can be added to any Hosted Solution at an additional cost.

Option	Description
<b>Backfile Conversion Fee</b>	<ul style="list-style-type: none"> <li>Hyland may charge for OnBase Online Professional Services associated with large backfile ingestion of electronic files.</li> </ul>
<b>Data Extraction Charges</b>	<ul style="list-style-type: none"> <li>Data Extraction is priced as a flat rate and includes a full copy of the Disk Groups and a tagged metadata export in a text file. Additional manipulation to extract specific documents, Document Types, etc. requires hourly rate at the current OnBase Online Professional Services rate. Additional fees apply if extraction is published.</li> <li>Data Extraction is to an encrypted USB hard drive, which must be purchased from Hyland. The price of the encrypted hard drive is included in the price of the Extraction.</li> <li>Data extraction request must be placed at least 30 days in advance.</li> </ul>
<b>File Import Charges</b>	<ul style="list-style-type: none"> <li>Single, one-time ingestions greater than 100 GB may require a one-time services fee.</li> </ul>
<b>OnBase Online Outsourced Administration Services (OSA)</b>	<ul style="list-style-type: none"> <li>Administration tasks vary from simple jobs, such as adding users, to more complex items, like discussing new builds and performing security updates. OSA provides a wide range of tasks, including: <ul style="list-style-type: none"> <li>Simple tasks <ul style="list-style-type: none"> <li>Creating and managing user and document types</li> <li>Checking process locks</li> <li>Ensuring capture processes have executed</li> <li>Reviewing verification reports</li> </ul> </li> <li>Complex tasks <ul style="list-style-type: none"> <li>Reviewing document maintenance and retention processes</li> <li>Managing SQL and index data</li> <li>Checking logs for discrepancies</li> <li>Analyzing disk groups for missing files</li> </ul> </li> </ul> </li> <li>Additional items are included in this service and included in the agreement for the service if and when contracted</li> </ul>
<b>Full-Text Indexing Hosting Package</b>	<ul style="list-style-type: none"> <li>The Full-Text Indexing hosting package provides the additional infrastructure components and maintenance services required by the Full-Text Indexing for Autonomy IDOL in a Hosted Solution.</li> </ul>

	<ul style="list-style-type: none"> <li>When the OnBase software has been licensed to Customer on a perpetual licensing model, Customers using Full-Text Indexing for Autonomy IDOL are required to purchase the Full-Text Indexing hosting package.</li> <li>A one-time setup fee will be charged, equal to the monthly fee.</li> <li>The Purchase of the hosting package does not replace the purchase of the OnBase Full-Text Indexing module.</li> </ul>
<b>Report Services Hosting Package</b>	<ul style="list-style-type: none"> <li>The Report Services hosting package provides the additional infrastructure resources and maintenance services required by the Report Services module in a Hosted Solution.</li> <li>For low volume activity and basic reporting within a Hosted Solution, it may be possible for customers to use the production copy of their database and their production web servers for running/accessing Report Services without affecting their solution performance.</li> <li>For high-volume activity and advanced reporting when the OnBase software has been licensed on a perpetual licensing model, the Report Services hosting package is required, which includes: A dedicated web server to host Report Services module, and a read-only copy of the production database configured so that database transactions are reflected within the regularly scheduled timeframe.</li> </ul>
<b>Enterprise Integration Server (EIS) Hosting Package</b>	<ul style="list-style-type: none"> <li>The EIS hosting package provides the additional infrastructure components and maintenance services required by the Enterprise Integration Server module within a Hosted Solution.</li> <li>When the OnBase software has been licensed to Customer on a perpetual licensing model, Customers using EIS with EIS hosted by Hyland are required to purchase this package.</li> <li>Customers who host and administer EIS within their own corporate network are not required to purchase the EIS Hosting package.</li> <li>A one-time setup fee will be charged equal to the monthly fee.</li> <li>The purchase of the EIS hosting package does not replace the need to purchase EIS.</li> </ul>
<b>OCR (Optical Character Recognition) Hosting Package</b>	<ul style="list-style-type: none"> <li>The OCR hosting package provides the additional infrastructure components and maintenance services required by the OCR module within a hosted OnBase solution.</li> <li>When the OnBase software has been licensed to Customer on a perpetual licensing model, Customers using OCR are required to add the OCR hosting package, which includes an isolated processing server for processing of OCR.</li> <li>A one-time setup fee will be charged, equal to the monthly fee.</li> <li>The purchase of the hosting package does not replace the purchase of the OnBase OCR module.</li> </ul>
<b>Advanced Capture Hosting Package</b>	<ul style="list-style-type: none"> <li>The Advanced Capture hosting package provides the additional capacity required in a Hosted Solution to ensure optimal performance of the advance capture functionality.</li> <li>When the OnBase software has been licensed to Customer on a perpetual licensing model, Customers using advanced capture modules, including but not limited to Advanced Capture, Intelligent Capture for AP, etc. are required to add the Advanced Capture hosting package.</li> </ul>
<b>Additional Citrix Licenses</b>	<ul style="list-style-type: none"> <li>One Citrix license is included in the monthly Hosting Fee for administrative access to the OnBase Online solution. Additional Citrix licenses may be purchased for additional access.</li> </ul>

OnBase OnLine®

# Service Class Manual

Version: 2017.1

## Global Cloud Services

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## Introduction

This Service Class Manual provides Customers a detailed description of the Service Level Commitments which are available for purchase by Customer as part of Standard Hosting Services. Capitalized terms not defined in this Service Class Manual have the meanings set forth in the Hosting Agreement.

## Definitions

**“Monthly Hosting Fee”** means the Hosting 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: (1) Customer has experienced Network Unavailability; (2) no documents stored in the Software can be retrieved from the Hosted Solution; or (3) no documents can be input into the Software. The length of Downtime will be measured from the time Customer first reports the covered failure condition(s) to Hyland in writing 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. Hyland agrees that following the occurrence of a Downtime event, 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.

**“Eligible Customer Data”** means all Customer Data that Hyland confirms has been stored within the Software included in the Hosted Solution 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 Hosted Solution, (b) any failure that Customer mutually agrees is not due to fault of Hyland or Hyland’s contracted third party hosting company, (c) changes in Customer’s business requirements that are not reported in advance to Hyland and addressed by the parties through a change order (as described in the Hosting Agreement), or (d) 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 Hosting Agreement)

(5) Internet failure or congestion;

(6) any defect or failure of any Third Party Software or hardware that is part of the Hosted Solution, where the manufacturer has discontinued maintenance and support of such Third 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 Third Party Software or hardware to a supported version; or

(7) provided that Hyland has fulfilled its obligations under the Process Manual with respect to virus protection, Hosted Solution 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 Hosted Solution.

**"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.

**"Network Unavailability"** means: (a) a loss of more than 1% of network traffic between the Network and data center provider's Internet backbone network; or (b) a latency of more than 100 milliseconds between the Network and the data center provider's Internet backbone network, in each case which is confirmed by Hyland over a period of at least five (5) minutes. The length of the Network Unavailability will be measured from the time Customer first notifies Hyland in writing of the failure condition(s) to the time when Hyland's measurements indicate that the failure condition(s) described are no longer present.

**"System Maintenance"** means the maintenance of the Hosted Solution, whether such maintenance is scheduled (e.g., for upgrading of the Software or any other Hosted Solution components or for any other scheduled purpose) or unscheduled (due to emergency), and which results in the Hosted Solution 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 Software included in the Hosted Solution 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 Hosted Solution 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 Software and retrieved from the Hosted Solution; and (2) new Customer Data can be input into the Software.



## Service Level Commitments

Table 1: Monthly Uptime Percentage

Service Classes	Silver	Gold	Platinum	Double Platinum
<b>Monthly Uptime Percentage</b>				
Monthly Uptime Percentage	99%	99.50%	99.80%	99.90%

Table 2: Business Continuity

Service Classes	Silver	Gold	Platinum	Double Platinum
<b>Business Continuity</b>				
Recovery Point Objective	8 hours	4 hours	2 hours	1 hour
Recovery Time Objective	168 consecutive hours	48 consecutive hours	24 consecutive hours	4 consecutive hours

### 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 Hosted Solution 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 Hosted Solution within the applicable Recovery Time objective set forth in the table 2 above.

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