

**HYLAND POLAND SP. Z O.O.**  
**PURCHASE ORDER TERMS AND CONDITIONS**

**1. Scope and Acceptance.** This purchase order (“P.O.”) is a complete and binding agreement between Hyland Poland Sp. z o.o. (“Hyland”) and the supplier identified by Hyland on the face of this P.O. (“Supplier”). This P.O. covers Hyland’s purchase of: (a) software licenses, tangible goods or deliverables in the nature of intellectual property or work products developed specifically for Hyland by Supplier or any subcontractor of Supplier in the performance of services to Hyland (“Goods”); or (b) services (“Services”). This P.O. is effective upon the first to occur of Supplier’s commencement of fulfillment or acceptance in accordance with the terms of an applicable agreement described in Section 2 below.

**2. Relationship to Other Agreements.** If Hyland and Supplier have both signed a written agreement on or before the date this P.O. is placed by Hyland, which relates specifically to the Goods or Services covered by this P.O. and which is effective at the date this P.O. is placed by Hyland, then the provisions of that agreement are incorporated into this P.O. If any conflict exists or arises between the terms of this P.O. and the terms of that agreement, then the terms of that agreement will apply. If Hyland and Supplier are parties to more than one agreement described in the preceding sentence and the terms of those agreements have similar or contradictory terms, then the most favorable terms to Hyland will apply, except to the extent the result would be unconscionable or prohibited by law. No other, additional or different terms will supersede the terms of this P.O.

**3. Prices; Shipping Charges; Taxes; Payment Terms.**

(a) All prices for Goods or Services covered by this P.O. are the prices included on the face of this P.O. If the P.O. does not include pricing, then the prices under this P.O. will be Supplier’s lowest prevailing market price for each covered Good or Service.

(b) Prices are exclusive of shipping and handling charges and all other expenses incurred by Supplier or its subcontractors in providing Goods or Services and performing under this P.O. Supplier is responsible for all such shipping and handling charges and other expenses.

(c) Prices are exclusive of taxes. Save for the next sentence, Hyland is not responsible for any taxes that Supplier is obligated to pay, including without limitation income taxes. Hyland will pay to Supplier value added taxes Hyland owes in connection with this P.O. and which Supplier is legally required to collect from Hyland.

(d) Terms of payment are 2% net 10 days or net 45 days, at Hyland’s election, after Hyland’s receipt and acceptance of the Goods or Services and a correct and undisputed invoice. Payment is not deemed to constitute acceptance of the Goods or Services.

**4. Invoices.** Each invoice must contain the P.O. number, description of Goods or Services, quantities, unit prices, extended totals, shipping information, taxes and any other information reasonably required by Hyland to verify accuracy and process payment. All invoices shall be sent to payableinvoices@hyland.com. Supplier is responsible for any costs or expenses incurred by Supplier associated with researching, reporting on or correcting any invoice errors. Hyland may dispute any invoice by providing oral or written notice or partial payment. Neither the failure to provide notice nor payment or partial payment is a waiver by Hyland of any claim or right of Hyland.

**5. Deliveries; Risk of Loss; Packaging; Returns.**

(a) All deliveries of Goods will be made: (1) F.O.B. to the Hyland location designated for delivery if the Goods originate in the same jurisdiction as that location; or (2) DDP (Incoterms 2010) to the Hyland location designated for delivery for cross border deliveries to that location. Supplier will not charge Hyland for packaging or pre-shipping costs such as crating, handling, damage, drayage or storage. Hyland will pay only for the quantity received, not to exceed the

maximum quantity ordered.

(b) Supplier bears all risk of loss, damage or destruction of Goods occurring prior to final acceptance by Hyland of the Goods at the Hyland location designated for delivery, except to the extent caused by the gross negligence of Hyland employees after receipt and prior to acceptance of the Goods.

(c) Supplier shall cause all shipping containers to be packed and packaged to ensure safe arrival at final destination, secure the lowest shipping charges, comply with requirements of common carriers and meet all legal requirements. Supplier shall include itemized packing list in each container.

(d) Buyer reserves the right to return for full credit any excess over-shipped quantities. Supplier is responsible for all costs and expenses of returns, including shipping charges, for over-shipped quantities or for rejected items.

## **6. Inspection and Acceptance.**

(a) All Goods and Services are subject to Hyland's inspection and testing prior to final acceptance. No inspection or testing done prior to final acceptance relieves Supplier from responsibility for any defects, non-conformities or other failures to meet the requirements of this P.O.

(b) If an item does not conform to the requirements, then Hyland may reject it and require its correction or replacement within a specified period of time, accept it with an adjustment in price or return it to Supplier for full credit.

(c) All Goods and Services are subject to final acceptance by Hyland after receipt at the Hyland location designated for delivery, within a reasonable time after delivery or performance.

**7. Title to Goods.** Supplier will convey to Hyland good and merchantable title to all Goods (other than software that is licensed), which will pass from Supplier to Hyland upon final acceptance.

## **8. Intellectual Property.**

(a) Each party will own and retain all right, title and interest in and to any pre-existing intellectual property and any intellectual property developed outside of the Goods and Services subject to this P.O.

(b) If Goods that are deliverables created or developed by Supplier, working either alone or in conjunction with others, in the performance of Services include materials subject to copyright, patent, trade secret or other proprietary rights protection, Supplier hereby irrevocably assigns to Hyland, and if such assignment in advance shall not be deemed to be effective, shall irrevocably assign to Hyland, all ownership rights and other right, title and interest Supplier or any of its personnel may have in any such deliverables and related items. In addition, the parties agree that Hyland shall own on an exclusive basis all right, title and interest in and to any intellectual property developed, discovered, conceived or introduced by Supplier and represented by or embodied in any of the deliverables or related items described in this paragraph (b), including, but not limited to, all patents, patent applications, copyrights and other intellectual property rights relating to or associated therewith, and Supplier hereby irrevocably assigns to Hyland, and if such assignment in advance shall not be deemed to be effective, shall irrevocably assign to Hyland, all ownership rights and other right, title and interest Supplier or any of its personnel may have in any such intellectual property. When the Goods are or contain original works of authorship ("Works"), for remuneration for Goods and Services, Supplier assigns to Hyland, and Hyland receives, always at the time when the Goods are delivered to Hyland, without the necessity to make any separate statements in this respect, all copyrights to the Works, along with the right to exercise derivative copyright and the exclusive right to permit the exercise of derivative copyright on works derived from Works, within the scope of use and disposition without any territorial restrictions, for the statutory term of copyrights, in every form of exploitation known by the day of their assignment including every form of exploitation stated in Article 50 and Article 74.4. of Act of Copyrights and Related Rights (unified text Journal of Laws of 2018, unit 1191), including inter alia the following forms of exploitation: (a) when original work of authorship is a computer program (including source code): (i) permanent or temporary reproduction of a computer program by any means and in any form, in part or in whole; (ii) translation, adaptation, arrangement and alteration of a computer program in any other way, (iii) distribution of the original computer program or copies thereof to the public, including use or rental; (b) when original work of authorship is not a computer program: (i) with regard to fixing and reproducing a work – producing copies of a work using a specific technique, including printing, reprographic, magnetic recording and digital techniques; (ii) with regard to circulating the original or copies on which the work is fixed – putting into circulation, lending or renting the original or copies; (iii) with regard to distributing the work in a manner different from that set forth in point (ii) – public performance, exhibition, screening, retransmission and broadcasting and rebroadcasting, as well as making the work available to the public in a manner allowing anyone to access it in a place and at a time selected by that person. The Supplier declares that it has obtained from individual authors of the Works, commitments that they will not exercise author's moral rights towards Hyland, its legal successors, contractors of Hyland and other entities cooperating with Hyland all personal rights to the Works and

their constituent elements. Simultaneously, based on the agreements concluded with the authors of the Works, the Supplier authorizes Hyland or any person entitled to the Works to perform personal copyrights to the Works.

(c) If Supplier uses any Supplier or third party intellectual property in any Goods or Services, Supplier will retain all right, title and interest to Supplier's intellectual property. Supplier grants to Hyland a non-exclusive, irrevocable, perpetual, fully paid-up, royalty-free worldwide license under all current and future intellectual property to use Supplier's and third party intellectual property consistent with Hyland's ownership of rights, title and interests under this Section 8.

(d) Supplier may access or obtain Hyland documents, data, know-how, methodologies, functional specifications, software, hardware, processes, techniques and other materials provided by Hyland to perform Services. Hyland shall own and retain all right, title and interest in and to such materials, including all intellectual property therein. Supplier will take reasonable precautions to protect Hyland's materials against loss, damage, theft or disappearance.

(e) Supplier grants to Hyland a non-exclusive, irrevocable, perpetual, fully paid-up, royalty-free worldwide license for any Goods that include software or intellectual property not subject to a separate license, including installed applications, to use any such Goods.

**9. Representations and Warranties.** Supplier represents and warrants that:

(a) All Goods that are tangible goods are free from defects in design, materials and workmanship and will perform to the manufacturer's published specifications in effect on the date of this P.O. All Goods that are or include software or deliverables shall be in conformity in all material respects to the documentation and specifications of such software or deliverables.

(b) All Services shall be performed in a good and workmanlike manner, substantially in accordance with industry standards and in conformity with all requirements of this P.O.

(c) All Goods and Services shall be free from any liability for royalties and any mechanic's liens, other statutory liens, security interests or encumbrances.

(d) No Goods or Services are governed, in whole or in part, by any software license that requires as a condition of use, modification or distribution that the software or other software combined or distributed with it be (1) disclosed or distributed in source code form; (b) licensed to make derivative works; or (c) redistributable at no charge.

(e) No Goods or Services will contain any viruses or other malicious code that will degrade or infect any Goods, Services, other products, other services or Hyland's information systems.

(f) Supplier will comply with all applicable foreign, federal, state and local laws, rules and regulations.

Supplier also assigns and passes through to Hyland all third party manufacturers' and licensors' warranties and indemnities for any portion of any Goods or Services.

**10. Data Protection.** If Supplier creates or receives Personal Data (as defined below in paragraph (a)) in the course of performing this P.O., then:

(a) "Personal Data" means any individually identifiable information created or received by Supplier on Hyland's behalf, or received by Supplier from Hyland — whether in paper, electronic or other form — related to any of Hyland's customers or member of Hyland's workforce who is a natural person. Personal Data includes, but is not limited to, name, contact information, Social Security number or other identification number, credit card, debit card, or other financial account number or details with or without any required security code, access code, or password, and compensation information.

(b) Supplier agrees to receive, create, maintain, use, and disclose Personal Data only (1) to the extent necessary to provide services to Hyland pursuant to the terms of the P.O., or (2) as required by law.

(c) Supplier shall maintain a comprehensive written information privacy and security program that includes reasonable and appropriate measures — including technical, physical, and administrative safeguards appropriate to the size and complexity of Supplier's operations and the nature and scope of its activities — to protect against reasonably foreseeable risks to the security, confidentiality and integrity of Personal Data which risks could result in the unauthorized disclosure, use, alteration, destruction or other compromise of the Personal Data. Supplier represents and warrants that such program complies with all applicable foreign, federal, state, and local laws and regulations concerning the protection of Personal Data. Supplier has and will maintain a process for identifying, assessing, and mitigating the risks to Hyland's Personal Data in each relevant area of Supplier's operations and evaluating the effectiveness of the safeguards for controlling these risks. Supplier will regularly monitor, test, and update its information security program. Supplier will provide Hyland with such information concerning its information security program as the Hyland may

reasonably request from time to time.

(d) Supplier will maintain (and, if necessary, develop and implement) a written security incident response plan to ensure that any Security Incident will be promptly discovered and promptly reported to Hyland.

(e) Supplier shall report to Hyland any Security Incident discovered by Supplier, regardless of whether the Security Incident results from the actions of Supplier or its agents or subcontractors. Supplier will make such report initially to Hyland within 24 hours of Supplier's becoming aware of the incident followed by a full report in writing (facsimile or e-mail is acceptable) within 48 hours of the initial report. The full written report shall include, at a minimum subject to the availability of necessary information, the following: (1) a description of the incident; (2) the date that the incident occurred; (3) the date that the incident was discovered; (4) the identity and last known mailing address of each affected individual; (5) the affected categories of information for each affected individual; (6) an identification of any law enforcement agency that has been contacted about the incident and contact information for the relevant official; (7) a description of the steps that have been, or will be, taken to mitigate the incident; (8) a description of the steps that have been, or will be, taken to prevent a recurrence; and (9) contact information for the person at Supplier principally responsible for responding to the Security Incident. Supplier will update the written report periodically as material, new information becomes available. All reports required by this provision shall be made pursuant to the terms of this P.O. with a copy to safeharbor@hyland.com.

Except upon request of Hyland, Supplier is not required to report to Hyland any unsuccessful Security Incident, *provided however*, that Supplier shall document and maintain records of such unsuccessful incidents so that Supplier will be able to provide a report in response to Hyland's reasonable request.

(f) Supplier agrees to take, at its own expense, measures reasonably necessary to mitigate any harmful effect of a Security Incident. Supplier agrees to cooperate, at its own expense, with Hyland in its investigation of any Security Incident. In the event of a Security Incident involving Hyland's Personal Data in the possession, custody or control of Supplier or its agents or subcontractors, Supplier will promptly reimburse Hyland for all imputed and out-of-pocket costs reasonably incurred by Hyland in connection with the Security Incident, including, but not limited to, costs related to Hyland's provision of notice of security breach and to any services offered in a security breach notification to affected individuals.

(g) Supplier acknowledges that Hyland shall determine: (1) whether Hyland will provide notice to individuals with respect to any Security Incident; (2) the content of any such notice(s); (3) the timing for, and method of, delivery of any such notice(s); (4) the products or services, if any, to be offered to affected individuals; and (5) whether and when to notify any government agency.

(h) Supplier acknowledges that Supplier has no ownership rights with respect to any Personal Data received from Hyland, or created or received by Supplier on Hyland's behalf.

(i) Supplier will not disclose Personal Data to any agent or subcontractor without Hyland's prior written consent. Supplier shall obtain reasonable assurances, in writing, from any agent or subcontractor to whom Supplier discloses Personal Data. Such assurances by the agent or subcontractor will include at least the following: that the agent or subcontractor will: (1) comply with the same restrictions and conditions on the use and disclosure of Personal Data that this Amendment imposes on Supplier; (2) implement reasonable and appropriate physical, technical and administrative safeguards to protect Personal Data; and (3) immediately notify Supplier of any breach of the confidentiality of the Personal Data or of any impermissible use or disclosure of the Personal Data. Such written agreement will identify Hyland as a third-party beneficiary with rights of enforcement and indemnification from such agents or subcontractor in the event of any violation of such agent's or subcontractor's agreement with respect to the use or disclosure of Personal Data. Supplier shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the harmful effects of any such violation.

(j) Supplier will: (1) immediately notify Hyland of any judicial or administrative order, subpoena, civil discovery request or other legal process requiring or requesting that Supplier produce Personal Data, and (2) allow Hyland adequate time to exercise its legal options to prohibit or limit disclosure of Personal Data before Supplier produces any Personal Data.

(k) Upon termination of the business relationship between the parties related to this P.O., Supplier, at Hyland's election but at Supplier's expense, shall return, destroy, or transfer to a third party designated by an authorized Hyland representative in writing, all Personal Data. If Hyland directs Supplier to destroy the Personal Data, Supplier shall do so in a manner reasonably intended to ensure that recovery of the Personal Data would be impracticable. Within three (3) business days of the date of destruction, Supplier will provide Hyland with written notice, signed by an authorized representative, representing that the Personal Data has been destroyed and describing the method of destruction.

(l) If, within five (5) business days of the termination of the business relationship between the parties related to this P.O., Supplier delivers to Hyland written notice explaining the conditions which make return, destruction or transfer of Personal Data as required by paragraph (k) above infeasible, then Hyland, in its sole and absolute discretion, may excuse Supplier from complying, in whole or in

part, with paragraph (k) above. If Hyland does excuse compliance with paragraph (k), in whole or in part, Supplier agrees that, with respect to the Personal Data for which compliance with paragraph (k) has been excused, Supplier will: (1) deliver to Hyland within fifteen (15) business days of the termination of the business relationship a duplicate of all Personal Data retained by Supplier, and (2) extend the protections of this P.O. to the retained Personal Data and limit further uses and disclosures of the retained Personal Data to those purposes which make return or destruction commercially impracticable, for as long as Supplier maintains such Personal Data.

#### **11. Confidential Information.**

(a) "Confidential Information" means information that (1) is marked "Proprietary" or "Confidential," (2) is known by the recipient to be confidential, or (3) is of such a nature as customarily would be confidential between business parties. Confidential Information shall not include information that: (A) is or becomes generally known to the public without breach of this P.O. by the recipient, or (B) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (C) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (D) is demonstrated by recipient to have been independently developed by recipient without breach of its obligations under this Section 11.

(b) Supplier, as a recipient of any Confidential Information of Hyland, agrees that it shall at all times maintain the confidentiality of such Confidential Information using the same degree of care that Supplier uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this P.O.) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Supplier shall be liable and responsible for any breach of this Section 11 committed by any of Supplier's employees, agents, consultants, subcontractors or representatives.

**12. Indemnification.** Supplier shall indemnify, defend and hold harmless Hyland and its directors, officers, employees and agents (collectively, the "Indemnitee(s)") against any and all losses, liabilities, monetary penalties, damages and reasonable court costs (including reasonable legal fees, reasonable witnesses' fees, and reasonable investigation expenses) arising out of or related to:

(a) any and all third party claims against any Indemnitee based upon any infringement or alleged infringement or misappropriation or alleged misappropriation by any Goods or Services of any patent, trademark, copyright, trade secret, or other intellectual property right of a third party. Indemnitee shall give Supplier: (1) written notice within a reasonable time after Indemnitee is served with legal process in an action asserting such claims, provided that the failure or delay to notify Supplier shall not relieve Supplier from any liability that it may have to Indemnitee hereunder so long as the failure or delay shall not have prejudiced the defense of such claim; (2) reasonable assistance in the defense or settlement of the claim; and (3) sole authority to defend or settle such claim, provided, that such settlement involves only the payment of money damages by Supplier. Supplier agrees that Hyland may participate, at its expense, in the defense of any claim subject to indemnification hereunder; or

(b) any and all claims, compensations, inquiries or investigations incurred by an Indemnitee resulting from (1) any use or disclosure or any other processing of Personal Data not permitted by this P.O., (2) any Security Incident involving any Personal Data in the possession, custody or processing of Supplier or its subcontractors or agents; or

(c) any breach of confidentiality obligations under Section 11; or

(d) any failure to comply with applicable laws, rules or regulations by Supplier or its agents, employees or subcontractors.

**13. Insurance.** Supplier will maintain and keep in force, at its own expense, the following insurance coverages:

(a) Commercial general liability insurance with policy limits of not less than PLN equivalent of US\$2,000,000.00 per occurrence, including automobile liability, for personal injury or property damage; and

(b) Employer's liability insurance with policy limits of not less than PLN equivalent of US\$500,000.00 per occurrence; and

(c) Worker's compensation and occupational disease insurance meeting statutory limits; and

(d) If Services are included in the P.O., professional liability/errors and omissions liability insurance with policy limits of not less than PLN equivalent of US\$2,000,000.00 per claim.

Upon request by Hyland, Supplier will provide proof of the required insurance coverages.

**14. Audit Rights.** Upon Hyland's notice to Supplier, and at no additional charge to Hyland, Supplier will permit Hyland and its auditors to access, at reasonable times, any facility at which Supplier is providing Goods or Services and to all systems, data and records relating to such Goods or Services for purposes of auditing Supplier's performance of its obligations under this P.O., including to verify compliance with applicable laws and protection and integrity of Hyland's data. Supplier shall identify an individual point of contact to support the audit and promptly respond to all reasonable requests for information from Hyland, including completing periodic compliance-related questionnaires and providing supporting documentation and other data.

**15. Record Keeping Requirements.** Supplier will maintain (and provide access to Hyland upon reasonable request) relevant business, technical and accounting records to support Supplier's invoices and to demonstrate compliance with Supplier's performance of its security-related obligations under this P.O., for a period of time as required by applicable law, but not for less than three (3) years following completion or termination of this P.O.

**16. Governing Law; Jurisdiction.** This P.O. and any claim, action, suit, proceeding or dispute arising out of this P.O. shall in all respects be governed by and interpreted in accordance with the substantive laws of Poland, without regard to the conflicts of laws provisions thereof (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended). Venue and jurisdiction for any action, suit or proceeding arising out of this P.O. shall vest exclusively in the common court having jurisdiction over Hyland's registered seat.

**17. No Waiver.** No delay or failure to exercise any right or remedy by Hyland shall be deemed a waiver of such right or remedy or any other right or remedy.

**18. Binding Effect; No Assignment.** This P.O. shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Supplier may not assign this P.O. or its rights or obligations under this P.O., in whole or in part, to any other person or entity without the prior written consent of Hyland. Any assignment by Supplier made without compliance with the preceding sentence shall be null and void and of no force or effect. Hyland may assign this P.O.

**19. Severability.** In the event any provision of this P.O. is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this P.O.

**20. Subcontracting.** Supplier will not subcontract to any third party to furnish any of the Goods or Services without Hyland's prior written consent. Supplier shall remain responsible to Hyland for the furnishing of any subcontracted Goods or Services.

**21. Independent Contractor.** The parties acknowledge that they are independent contractors, that they will each be responsible for their respective obligations as employers for those individuals who are their employees, and that they are not in any manner agents, co-owners, partners or joint venturers of each other under this P.O.

**22. Termination.** Hyland may terminate this P.O. with or without cause, effective upon written notice. If Hyland terminates for convenience, and not as the result of any breach or non-performance by Supplier, Hyland will remain obligated to pay for Goods it has accepted before the effective date of termination; and, to the extent Hyland retains the benefit after termination, for Services performed before the effective date of termination.

**23. Force Majeure.** No failure, delay or default in performance of any obligation of a party to this P.O. shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority, such as shelter-in-place, quarantine or similar orders; diseases or pandemic/epidemic illness or outbreak; action of unrelated third parties due to a force majeure event which frustrates the purpose of this P.O. (such as cancellation of a third party contract by the third party due to a force majeure event, and such third party contract was otherwise necessary to realize the benefit of this P.O.); fire; flood; war; riot; theft; earthquake; natural disaster or acts of God; national or regional emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either Party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other Party. In the event the failure to perform, delay or default remains uncured for a period of thirty (30) consecutive days following written notice, either Party may thereafter terminate this P.O. without liability upon written notice. This section shall in no way limit the right of either Party to make any claim against third parties for any damages suffered due to said causes.

Revised: 4-22-20