

## CONTRACTOR USE AGREEMENT

This CONTRACTOR USE AGREEMENT is made and entered into on the date of the signature below by the party that has signed this Agreement below ("Contractor").

### RECITALS:

A. Hyland Software, Inc. and its affiliates ("Hyland") licenses its proprietary software ("Software") and related services ("Services") to customers (each, a "Customer"), directly and through its channel partners (each, a "Partner"), pursuant to agreements by and between Hyland or a Partner and such Customers (each, a "Customer Agreement").

B. Partners engage in activities related to the marketing and reselling of Software and Services under an agreement between Hyland and Partner (the "Partner Agreement");

C. From time to time, Customers may engage Contractor to perform services relating to the Software, or a Partner may engage Contractor to perform certain activities permitted of Partner under the Partner Agreement.

D. In performing services for such Customers or a Partner, Contractor may need to use the Software, Services, or certain confidential and proprietary information of Hyland, and Contractor agrees that such use and access shall be subject to and in accordance with the terms and conditions below.

1. If engaged by a Customer, Contractor hereby agrees to use the Software or access the Services solely for capturing, storing, process and accessing such Customer's own data in fulfillment of Contractor's contractual obligations as such third party service provider to such Customer, and only in accordance with the terms, restrictions and limitations set forth in the Customer Agreement, as such are applicable to the use of the Software or Services by such Customer.

2. If engaged by a Partner, Contractor hereby agrees to use the Software, access the Services, and engage in activities under the Partner Agreement only as a service provider to Partner and under and in accordance with the Partner Agreement.

3. Contractor hereby also agrees that to the extent Contractor (or any of its employees) makes use of Software configuration tools, Software administrative tools, any of the Software's application programming interfaces ("APIs") or any training materials, or attends any Hyland training courses (either online or in person), or has any access to a non-public website of Hyland (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community) (the "Proprietary Sites"), whether such access is made through Contractor's use of a Customer's own log-in credentials to such websites or through credentials received directly or indirectly by Contractor, such tools and any information obtained through such materials, courses or Proprietary Sites shall be used solely to perform Contractor's services to such Customer or Partner. If the Software is hosted by Hyland, Contractor also agrees that it shall at all times comply with Hyland's then-current Acceptable Use Policy for Hosted Solutions ("AUP") in providing its services to the Customer or Partner. Contractor further acknowledges and agrees: (a) it shall ensure that its employees access the Proprietary Sites through log-in credentials using only Contractor's name and current email address (e.g., employees shall not use log-in credentials they may have received from prior employers); and (b) that log-in credentials may not be shared or transferred, between employees or otherwise, and Contractor shall notify Hyland immediately upon (i) the termination of the employment of any employee with log-in credentials or (ii) learning that an employee's log-in credentials have been shared or transferred. Additionally, Hyland may revoke Contractor's access at any time and for any reason in its sole discretion.

4. Contractor agrees that it shall at all times maintain the confidentiality of Hyland's Confidential Information (as defined below), using the same degree of care that Contractor uses to protect its own confidential information, but in any event

not less than reasonable care; and shall not use or disclose Hyland's Confidential Information to any third party (other than a Customer or Partner for whom it is providing services), except as may be required by law or court order. Contractor shall use Confidential Information solely for the purpose of providing services to the applicable Customer or Partner, and shall limit access to those of its employees who require access to provide the required services. Contractor shall be liable and responsible for any breach of this Agreement committed by Contractor's employees, agents, consultants, contractors or representatives. "Confidential Information" as used herein shall mean any and all technical or business information of Hyland, including but not limited to business or strategic plans, pricing information, costs information, customer lists, supplier lists, financial information, information regarding investors, information regarding employees, information regarding business and contractual relationships, business forecasts, sales and merchandising plans, and marketing plans; product information, source documents, algorithms, techniques, specifications, inventions, technical know-how, processes, product architecture or design details, research and development information or engineering information. Confidential Information does not include information that: (a) is or becomes generally known to the public without breach of this Agreement by Contractor, or (b) is demonstrated by Contractor to have been in the Contractor's possession prior to its disclosure to Contractor by Hyland or the applicable Customer or Partner, or (c) is received by Contractor from a third party that is not bound by restrictions, obligations or duties of non-disclosure to Hyland or the applicable Customer or Partner, or (d) is demonstrated by Contractor to have been independently developed by Contractor without breach of its obligations.

5. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Cuyahoga County, Ohio.

IN WITNESS WHEREOF, Contractor represents and warrants that the individual signing below has the requisite power and authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions contained herein.

**[ ]**

("Contractor")

Name of Authorized Individual Executing This Agreement on Behalf of the Contractor:

Title:

Email:

Date: