Privileged & Confidential

GDPR CUSTOMER DATA PROCESSING AGREEMENT

This GDPR Customer Data Processing Agreement ("DPA") is entered and effective as of the date the last party signs, as determined based upon the dates set forth after their respective signatures ("Effective Date"), by and between Customer (as defined below) and the Hyland entity that executes this DPA ("Hyland") (hereinafter, Customer and Hyland are, at times, jointly referred to as the "Parties").

RECITALS

WHEREAS, Customer and Hyland have entered into one or more agreements for the purchase of Services (collectively the "Related Agreements");

WHEREAS, in connection with the Services, Hyland may Process, on Customer's behalf, Personal Data;

WHEREAS, pursuant to Data Protection Laws, as defined below applicable to Customer, Customer seeks to obtain written assurances from Hyland that it will Process Personal Data in accordance with applicable Data Protection Law;

NOW THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which hereby are acknowledged, the Parties agree as follows.

AGREEMENT

1. DEFINED TERMS

The following terms shall have the meanings set forth in the Article 28 Model Clauses or the EU Model Clauses, as applicable: "Controller", "Data Subject", "Personal Data Breach", "Process", "Processed", "Processing", and "Processor." Sensitive Personal Data shall mean the special categories of Personal Data set our in Article 9(1) of the GDPR.

"Article 28 Model Clauses" means the Commission Implementing Decision (EU) 2021/915 on Standard Contractual Clauses Between Controllers and Processors.

"Customer" means _____ (HSI No. _____) and its Affiliates (as defined in the Related Agreements) in any case where Customer has entered into any Related Agreements for itself and/or such Affiliates. Customer's agreements and obligations herein are on behalf of itself and every such Affiliate (if applicable), and Customer warrants that it is duly authorized by each such Affiliate to enter into this DPA on its behalf.

"Customer Personal Data" means any Personal Data and Sensitive Personal Data of a Data Subject Processed by (or on behalf of) Hyland during the performance of the Services as set out in the Related Agreements.

"Data Protection Laws" means: (i) Regulation (EU) 2016/679 if the European Parliament and of the Counsel of 27 April 2016 ("GDPR"); (ii) the Swiss Federal Data Protection Act; and (iii) any and all applicable national data protection laws made under or pursuant to (i), (ii), or (iii) in each case as may be amended or superseded from time to time.

"EU Model Clauses" means the Commission Implementing Decision (EU) 2021/914 establishing Standard Contractual Clauses for data transfers to Third Countries. For purposes of this DPA, the applicable modules

within the EU Model Clauses are MODULE TWO (Transfer Controller to Processor) and/or MODULE THREE (Transfer Processor to Processor). For the avoidance of doubt, neither MODULE ONE (Transfer Controller to Controller) nor MODULE FOUR (Transfer Processor to Controller) shall apply to this DPA.

"Services" means technical support services, professional services, services relating to Hyland's hosted offering or cloud service, or other applicable services provided by Hyland to Customer in relation to Hyland's software offerings, as defined in the Related Agreements.

"Sub-Processor," means an entity engaged by Hyland to perform certain services as described in Section 3(e).

2. OBLIGATIONS OF THE PARTIES

a. Where Hyland Processes Customer Personal Data as a Processor or sub-processor on behalf of Customer and the transfer is not covered by Section 2(b) below, the Article 28 Model Clauses (as supplemented by Section 3 below) shall apply, which are incorporated by reference into this DPA. For purposes of the Article 28 Model Clauses the Parties agree that the purpose of such clauses are to comply with the GDPR and that:

i. Appendix A of this DPA shall serve as Annexes I and II.

ii. Appendix B of this DPA shall serve as Annexes III and IV.

and the remaining details required under the Article 28 Model Clauses being deemed completed as appropriate with the information set out in this DPA (including without limitation the Appendix) and the Related Agreements.

b. To the extent that Hyland transfers Customer Personal Data outside the European Union or Switzerland ("EU") in connection with the Services provided under a Related Agreement, the relevant transfer shall be governed by the appropriate EU Model Clauses (as supplemented by Section 3 below), which are incorporated by referenced into this DPA, as follows:

i. Customer as Controller. In all such cases, MODULE TWO of the EU Model Clauses applies.

ii. Customer as Processor. In all such cases, MODULE THREE of the EU Model Clauses applies.

and the remaining details required under the EU Model Clauses being deemed completed as appropriate with the information set out in this DPA (including without limitation the Appendix) and the Related Agreements. For the avoidance of doubt, for purposes of the EU Model Clauses, Appendix A of this DPA shall serve as Annex I and Appendix B shall serve as Annex II.

3. SUPPLEMENTAL OBLIGATIONS FOR ARTICLE 28 CLAUSES AND EU MODEL CLAUSES

a. For purposes of the EU Model Clauses, Clause 7 shall not apply and the optional language under Clause 11(a) shall not apply. For purposes of the Article 28 Clauses, Clause 5 shall not apply.

b. When, and if, required to provide a copy of the Related Agreements (including this DPA) to a third party or a Data Subject, Customer agrees that prior to sharing such copies, Customer will provide Hyland with a reasonable opportunity to redact any portion of the text, as reasonably necessary to protect Hyland's business secrets or other confidential information.

c. At the Customer's reasonable request and to the extent Customer does not otherwise have access to the relevant information, Hyland agrees to provide Customer with reasonable cooperation necessary to assist Customer with fulfilling Customer's obligations under Data Protection Laws regarding the Processing of Customer Personal Data by Hyland . Notwithstanding the foregoing, Customer must first utilize the functionality of its Hyland software solution to address such obligations. The Parties agree that Hyland does not have the ability and shall not: (i) directly respond to any actual or purported request from (or on behalf of) a Data Subject exercising his rights under Data Protection Laws; or (ii) provide notice to any Data Subject pursuant to the EU Model Clauses, Clause 15.1.

d. With respect to Hyland's obligations regarding erasure or return of Customer Personal Data for hosting or cloud Customers, the Parties agree that any such erasure or return shall be affected as outlined in the Related Agreements.

e. For Purposes of the EU Model Clauses, Clause 9(a) and the Article 28 Clauses, Clause 7.7(a), Option 2 ("General Written Authorization") shall apply. Customer authorizes Hyland to engage, as Sub-Processors, the entities listed at https://community.hyland.com/en/connect/gdpr-sub-processors (as may be updated by Hyland from time to time). If Customer subscribes to such webpage, Hyland shall inform Customer of any sub-processor additions or replacements by updating such webpage at least ten (10) days prior to the addition or replacement. Customer may object to a sub-processor addition or replacement solely on reasonable grounds by notifying Hyland (in accordance with Section (4)(a)) of its objection and the grounds within ten (10) days after receipt of Hyland's notice. In the event of such an objection, Hyland may elect to not engage such sub-processor. If Hyland continues use of such sub-processor after Customer's reasonable objection, then Customer may elect to immediately (without prejudice to accrued fees or other rights under the Related Agreements) suspend or terminate the Related Agreements upon notice to Hyland.

f. Customer authorizes Hyland to transfer Customer Personal Data outside the EU, so long as it has taken such measures as required by the EU Model Clauses and Data Protection Laws.

g. Except as otherwise agreed by the Parties in connection with hosting or cloud services provided by Hyland, at the Customer's reasonable request but no more than once per annum (except in the event there are reasonable indications of non-compliance), Customer may conduct an audit of Hyland's security and privacy policies and records in relation to Hyland's Processing of Customer Personal Data pursuant to this DPA. To the extent that Customer elects to conduct an audit at Hyland's physical facility, such audit shall be limited to the physical areas where Processing of Customer Personal Data occurs. Customer is prohibited from distributing or publishing the results of such audit to any third party (except to a competent supervisory authority) without Hyland's prior written approval. At Hyland's election and upon prior notice, Customer shall reimburse Hyland's reasonable costs in relation to any such request at Hyland's then-current professional services rates (rates list available on request). All such audits shall be subject to the Parties' confidentiality obligations. Should Customer mandate an independent third party to perform an audit, the Parties agree that: (i) prior to such audit, the independent third party and Hyland shall directly enter into appropriate confidentiality provisions; and (ii) any reports or Hyland information collected during such audit can only be used for Customer internal use.

h. The Parties re-affirm their commitment to ensuring appropriate data protection safeguards for international data transfers. The Parties agree that as a supplement to, and not in contradiction of, the EU Model Clauses or the Article 28 Model Clauses the following limitation of liability shall apply as between the Parties:

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY (INCLUDING IN THE CASE OF HYLAND, ITS SUPPLIERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, WORK PRODUCTS OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

HYLAND AND ITS AFFILIATES AND SUB-PROCESSORS' MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THIS DATA PROCESSING AGREEMENT SHALL NOT EXCEED THREE (3) TIMES THE FEES AND CHARGES ACTUALLY PAID BY THE CUSTOMER TO HYLAND UNDER THE RELATED AGREEMENTS DURING THE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS SECTION 3(h) STATES HYLAND'S SOLE AND

EXCLUSIVE LIABILITY WITH RESPECT TO ANY CLAIMS OR ALLEGATIONS RELATED TO CUSTOMER PERSONAL DATA AND FURTHER AGREES THAT NO CLAIM RELATED TO CUSTOMER PERSONAL DATA MAY BE ASSERTED UNDER A RELATED AGREEMENT. CUSTOMER IS NOT ENTITLED TO RECOVER DAMAGES MORE THAN ONCE IN RESPECT OF THE SAME LOSS, DAMAGE OR LIABILITY.

For the avoidance of doubt, this Section 3(h) applies only as between Customer on the one hand and Hyland and its Affiliates and Sub-Processors on the other and shall not affect the rights of any relevant Data Subjects or relevant Regulators.

i. For purposes of the EU Model Clauses, Clause 17, Option 1 shall apply. The Parties agree that the EU Model Clauses shall be governed by the laws of the Netherlands. The Parties further agree that for purposes of the EU Model Clauses, Clause 18, any disputes arising from the EU Model Clauses shall be resolved by the courts of Netherlands.

4. ADDITIONAL TERMS

a. NOTICES. Unless otherwise agreed to by the Parties in writing signed by both Parties, all notices required under this DPA shall be made in writing and shall be deemed effective: (a) one day after (i) sending by either registered mail or certified mail, return receipt requested, or (ii) receipted delivery to a reputable, national overnight courier, specifying next day delivery; or (b) upon sending by email (without receipt of a notice of failed delivery); in any such case addressed and sent to the address set forth herein and to the attention of the person executing this DPA on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the other party by notice hereunder. All notices shall be made to each Party's respective contact, as set forth in the Related Agreements.

b. MODIFICATION. The Parties agree to amend this DPA from time to time as may be necessary to permit the Parties to remain in compliance with applicable Data Protection Law.

c. CONFLICT. This DPA supersedes any inconsistent provision in any Related Agreements, and/or other existing agreements between the Hyland and Customer with respect to the Parties' obligations to comply with Data Protection Laws with respect to Customer Personal Data. If there is any conflict between the EU Model Clauses, the Article 28 Model Clauses, this DPA and the Related Agreement(s), the terms of the EU Model Clauses or the Article 28 Model Clauses (as applicable) shall prevail.

d. BINDING EFFECT; NO ASSIGNMENT. This DPA shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither party may assign, transfer or sublicense all or part of this DPA or its rights or obligations under this DPA, in whole or in part, to any other person or entity without the prior written consent of the other party; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by a party of this DPA in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of such party's assets that assumes in writing all of such party's obligations and duties under this DPA. Any assignment made without compliance with the provisions of this Section 4(d) shall be null and void and of no force or effect.

e. SEVERABILITY. In the event that any term or provision of this DPA is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this DPA 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 DPA.

f. THIRD PARTIES. Other than as set forth in the EU Model Clauses, the Parties to this DPA do not intend there to be any third-party beneficiary rights under this DPA or that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any other person not a party to it.

g. COUNTERPARTS. This DPA may be executed in one or more counterparts, all of which when taken together

shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Data Processing Agreement. The Parties agree that signature to this Data Processing Agreement constitutes all necessary signatures to the Article 28 Model Clauses and the EU Model Clauses, including the appendices attached thereto (where applicable).

CUSTOMER	
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Mailing Address: _____	Signature: _____
_____	
Email: _____	Hyland Legal
Signature: _____	Approved By: Date:

Appendix A

Data exporter(s):

Name: Customer, As defined in this DPA

Address: As specified in the Related Agreements

Contact person's name, position, and contact details: As specified in this DPA

Activities relevant to the data transferred under the SCCs: Purchase of content management software licenses and related services and support

Signature and date:

Role (controller / processor): Controller and/or Processor

Data importer(s):

Name: Hyland, as defined in this DPA

Address: As specified in this DPA

Contact person's name, position, and contact details: As specified in this DPA

Activities relevant to the data transferred under the SCCs: Services, as defined in this DPA.

Signature and date:

Role (controller / processor): Processor

Description of transfer:

Categories of data subjects whose personal data is transferred:

Any data subject whose personal data is transferred to Hyland in the course of Hyland's Services under the Related Agreements, which may include the following categories:

- Customer Employees (Past, potential, present and future staff of Customer)

- Customer Vendors (Past, present and potential advisors, consultants, vendors, contractors, subcontractors and other professionals engaged by Customer and related staff.)
- Customers End Users (Past, present and potential users of Customer services or products)
- Other: _____

Categories of personal data transferred:

- Any Personal Data submitted or made available by the Customer to Hyland in the course of Customer's use of Hyland's Services under the Related Agreements:

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

- Customer determines what Personal Data is provided to Hyland.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

- Continuous basis (services related to Hyland's hosted offerings or cloud services);
- One-off basis (technical support, professional services or other applicable services)

Nature of the processing

- The data is processes as part of the data exporter's and the data importer's regular business operations as well as on an *ad hoc* basis where a specific business need arises. The nature of the processing may include, but is not limited to, collection, recording, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Purpose(s) of the data transfer and further processing

- To provide the Services set forth in the Related Agreements.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

- For hosting or cloud customers, data is retained for the duration of the Related Agreements, including any applicable transition period. Personal data provided to Hyland during the performance of technical support or professional services is retained for no longer than necessary for the purposes for which the Personal Data was transferred and, in no event, longer than permitted under the laws of the country of the data exporter.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

- The data importer may use various processors to process the data for the purposes set out above. Such processors are typically engaged on the basis of a contract with an unlimited term. See also Section 3(e) of this DPA.

Competent supervisory authority

Unless otherwise stated in the DPA, the competent supervisory authority is the supervisory authority of the EU/EEA Member State where the Data Exporter is established.

Appendix B

Technical and organizational measures

Taking into account:

- the state of the art,
- the costs of implementation and
- the nature, scope, context and
- the purpose of processing as well as
- the risk of varying likelihood and severity for the rights and freedoms of natural persons

Hyland shall implement appropriate technical and organisational measures designed to ensure a level of security appropriate to the risk, including those security measures set forth in the Related Agreements and as follows:

1. Measures for encryption

☒ encryption of mobile devices such as laptops, tablets, smartphones

☒ encryption of mobile storage media (CD/DVD- ROM, USB sticks, external hard drives)

☒ encrypted storage of passwords

☒ encryption option for sensitive e-mails and e-mail attachments

☒ secured data sharing (e.g. SSL, FTPS, TLS)

☒ secured WLAN

2. Measures to ensure confidentiality

a. Measures which ensure that unauthorized persons do not have access to Customer Personal Data:

☒ access control system, document reader (magnetic / chip card)

☒ door protections (electric door opener, number lock, etc.)

☒ protection of facilities, including security guards at Hyland headquarters.

☒ alarm system

☒ video surveillance

☒ special protective measures for the server room

☒ prohibited areas

☒ visitor rules (e.g. pick-up at reception, documentation of visiting hours, visitor pass, accompanying visitors to exit after visit)

b. Measures which prevent that unauthorized persons can use the systems that process Customer Personal Data:

☒ personal and individual user log-in for registration in the systems or company network

☒ authorization process for access authorizations

☒ limitation of authorized users

☒ single sign-on

☒ two-factor authentication

☒ BIOS passwords for corporate laptops

☒ password procedures (indication of password parameters with regard to complexity and update interval)

☒ logging of access

☒ additional system log-in for certain applications

☒ automatic locking of the clients after expiry of a certain period without user activity (also password-protected screensaver or automatic stand-by)

☒ firewall

c. Measures which ensure that only authorized persons have access to the systems that Process Customer Personal Data and that Customer Personal Data cannot be read, copied, modified or removed without authorization:

☒ evaluations/logging of data processing

☒ authorization process for authorizations

☒ approval routines

☒ profiles / roles

☒ encryption at rest and in transit for Customer Personal Data transferred to Hyland via its secure file transfer tool.

☒ Mobile Device Management system for corporate owned mobile devices and approved personal mobile devices (mobile devices are not part of the hosted solution)

☒ segregation of functions "segregation of duties"

☒ destruction of records and storage devices in accordance with NIST 800-88, as applicable

☒ cyber-related logs retained for no less than six months

3. Measures to ensure integrity

☒ access rights

☒ system-side logging

☒ document management system (DMS) with change history

☒ security / logging software

☒ functional responsibilities, organisationally specified responsibilities

☒ tunnelled remote data connections (VPN = virtual private network)

☒ electronic signature

☒ logging of data transfer or data transport

☒ logging of read accesses

4. Measures to ensure and restore availability

☒ security concept for software and IT applications

☒ back-up procedures, as applicable

☒ ensuring data storage in secured network

☒ need-based installation of security updates

☒ set-up of an uninterrupted power supply

☒ suitable archiving facilities for paper documents

☒ fire and/or extinguishing water protection for the server room

☒ air-conditioned server room

☒ virus protection

☒ firewall

☒ business continuity plan

☒ successful disaster recovery exercises

☒ redundant, locally separated data storage (off-site storage), as applicable

5. Measures to ensure resilience

☒ emergency plan in case of machine breakdown / business recovery plan

☒ redundant power supply

☒ sufficient capacity of IT systems and plants

☒ logistically controlled process to avoid power peaks

☒ redundant systems / plants

☒ resilience and error management

6. Procedure for regular review, assessment and evaluation of the effectiveness of the technical and organisational measures

☒ procedures for regular controls/audits

☒ concept for regular review, assessment and evaluation

☒ reporting system

☒ penetration tests

☒ emergency tests

☒ applicable certifications

7. “Control of instructions / assignment control”

☒ process of issuing and/or following instructions

☒ specification of contact persons and/or responsible employees

☒ control / examination that the assignment is executed in accordance with instructions

☒ training / instruction of all access-authorized employees

☒ independent auditing of adherence to instructions

☒ commitment of employees to maintain confidentiality

☒ agreement on penalties for infringements of instructions

☒ data protection manager / coordinator

☒ maintain records of processing activities in accordance with art. 30, para. 2 GDPR, as applicable

☒ documented Security Incident Response Policy, which includes escalation processes for Personal Data Breaches

☒ guidelines / instructions designed to ensure technical-organisational measures for the security of the processing

☒ process for forwarding requests of data subjects