

Amendment to Underlying License Agreement

This Amendment to Underlying License Agreement (“Amendment”) is made and entered into effective as of the date that Customer has executed the same (as indicated by the date entered by its signature below) (the “Amendment Effective Date”), by and between the Hyland entity that executed the Underlying License Agreement (hereinafter referred to as “Hyland”), and the Customer that executes this Amendment, (hereinafter referred to as “Customer) and amends that certain separate contract that governs the licenses to the Alfresco Software previously procured by Customer from Hyland (such as an End User License Agreement (whether written or presented by an authorized solution provider of Hyland), Alfresco Master Agreement or other similar agreement addressing Software license terms, including when such terms were incorporated by reference in a separate Order Form or other similar document) (the “Underlying License Agreement”).

1. DEFINED TERMS: Capitalized terms used in this Amendment and not defined in this Amendment are used herein with the same meanings as such terms have under the Underlying License Agreement. From and after the date of this Amendment, the terms “Agreement” and “Underlying License Agreement” as used in the Underlying License Agreement and as used in this Amendment shall mean and refer to the Underlying License Agreement as amended by this Amendment.

2. CLARIFICATION REGARDING ACCESS TO ALFRESCO REPOSITORY AND REPOSITORY MATERIALS:

Notwithstanding any other provisions of the Underlying License Agreement or any associated Order Form(s), Customer acknowledges and agrees as follows:

(a) Hyland shall from time to time, in its sole discretion, determine the means and extent to which Customer will be afforded access to Hyland’s private Alfresco product technology repository, (the “Repository”). All materials contained in or accessible through the Repository (which may include, but are not limited to, Software source code, Software object code, proprietary data structures, non-public service calls, proprietary Software extensions and connectors, tools to create Software extensions and connectors, and Software Development Kits (“SDKs”)) constitute Confidential Information of Hyland and are proprietary to Hyland.

(b) If and to the extent that Hyland at any time affords Customer access to such Repository, Customer will access such Repository and will use the materials contained in or accessible through the Repository, and all elements and components of such materials, (collectively, the “Repository Materials”) solely in connection with exercising Customer’s rights under the Underlying License Agreement. Subject to the following and notwithstanding anything to the contrary, Customer is not authorized under the terms of the Underlying License Agreement, to modify any Repository Materials, or make any use of the Repository Materials for Customer’s own or any third party’s development purposes.

(c) Customer acknowledges and agrees that it may use the Repository Materials solely for the purposes of implementing the Software, troubleshooting performance of the Software, configuring the Software, and developing integrations and connectors to the Software in connection with Customer’s solution; and with respect to any such source code or object code made available in the Repository Materials, Customer shall not modify or change the Software source code or object code. If Customer makes any changes to any Software source code or object code, Hyland’s support and maintenance obligations, warranties, intellectual property indemnification obligations (if any), and the like shall promptly cease and terminate. Further, Customer shall not modify the source code or object code or create any mechanism that in any way circumvents the licensing structure of the Software (e.g. circumvents the number of licensed users or licensing based on volume or number of transactions).

(d) All license restrictions and confidentiality obligations set forth in the Underlying License Agreement shall apply,

with equal force and effect, to all Repository Materials.

(e) Customer will not provide, make available, or otherwise permit any access to or use of the Repository or any Repository Materials by any third parties.

(f) Violation of the foregoing provisions by Customer or any agent, employee, subcontractor, or customer of Customer shall constitute a material breach by Customer of the Underlying License Agreement.

(g) Hyland may, in its sole discretion, limit, suspend, or discontinue Customer's access to the Repository and/or any or all Repository Materials at any time.

(h) Customer acknowledges and agrees that, in the event of any expiration or termination of the Underlying License Agreement, Customer shall have no right to make any use of the Repository Materials, and all such Repository Materials must be promptly returned to Hyland or destroyed (and certified in writing as such) by Customer to Hyland. Notwithstanding the expiration or termination of the Underlying License Agreement, Customer agrees to treat the Repository Materials received as confidential into perpetuity, and the limitations of use and requirements of confidentiality set forth in the Underlying License Agreement will survive with respect to the Repository Materials, after the expiration or termination of the Underlying License Agreement and the return or destruction of the Repository Materials.

3. OTHER TERMS UNAFFECTED: All terms, provisions and obligations of the parties contained in the Underlying License Agreement not specifically modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, Customer has executed this Amendment as of the day and year set forth after its name below:

CUSTOMER _____
Print Name: _____
Title: _____
Date: _____
By: _____