Amendment to Partner Agreement

This Amendment to Partner Agreement ("Amendment") is made and entered into effective as of the date that Partner has executed the same (as indicated by its signature below) (the "Amendment Effective Date"), by and between the Hyland entity that executed the Partner Agreement (hereinafter referred to as "Hyland"), and the Partner that executes this Amendment (hereinafter referred to as "Partner), and amends that certain separate contract with terms and conditions governing the rights that Hyland granted to Partner to resell and market the Alfresco Software (such as an Alfresco Partner Agreement Program Details Addendum and the Alfresco Partner Agreement incorporated therein by reference or other similar agreements addressing such rights to resell and market the Alfresco Software (collectively, the "Partner 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 Partner Agreement. From and after the date of this Amendment, the terms "Agreement" and "Partner Agreement" as used in the Partner Agreement and as used in this Amendment shall mean and refer to the Partner Agreement as amended by this Amendment.

2. CLARIFICATION REGARDING ACCESS TO ALFRESCO REPOSITORY AND REPOSITORY MATERIALS: Notwithstanding any other provisions of the Partner Agreement or any associated Order Form(s), Partner acknowledges and agrees as follows:

(a) Hyland shall from time to time, in its sole discretion, determine the means and extent to which Partner 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 Partner access to such Repository, Partner 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 performing Partner's obligations under the Partner Agreement. Subject to the following and notwithstanding anything to the contrary, Partner is not authorized under the terms of the Partner Agreement, to modify any Repository Materials, or make any use of the Repository Materials for Partner's own or any third party's development purposes

(c) Partner acknowledges and agrees that it may use the Repository Materials solely for the purposes of implementing the Software, troubleshooting performance of the Software, providing support related to the Software, configuring the Software, and developing integrations and connectors to the Software in connection with End User solutions; and with respect to any such source code or object code made available in the Repository Materials, Partner shall not modify or change the Software source code or object code. If Partner 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, Partner 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 Partner Agreement shall apply, with equal

force and effect, to all Repository Materials.

(e) Partner will not provide, make available, or otherwise permit any access to or use of the Repository or any Repository Materials by any third parties, including, but not limited to, current or prospective End Users or customers.

(f) Violation of the foregoing provisions by Partner or any agent, employee, subcontractor, or customer of Partner shall constitute a material breach by Partner of Section 2 of the Partner Agreement.

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

(h) Partner acknowledges and agrees that, in the event of any expiration or termination of the Partner Agreement, Partner 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 Partner to Hyland. Notwithstanding the expiration or termination of the Partner Agreement, Partner agrees to treat the Repository Materials received as confidential into perpetuity, and the limitations of use and requirements of confidentiality set forth in the Partner Agreement will survive with respect to the Repository Materials, after the expiration or termination of the Partner 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 Partner Agreement not specifically modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, Partner has executed this Amendment as of the day and year set forth after their respective names below:

PARTNER
Print Name:
Title:
Date:
By: