

## **SOFTWARE LICENSE AND MAINTENANCE SCHEDULE- SUBSCRIPTION**

(Subscription License for Software, includes Maintenance and Support)

This Software License and Maintenance Schedule - Subscription (the "Subscription Schedule") forms a part of the Hyland Master Agreement or any other agreement between Customer and Hyland (the "Agreement") which incorporates this Subscription Schedule by reference.

### **DEFINED TERMS:**

All capitalized terms used in this Subscription Schedule shall have the meaning ascribed them in this Subscription Schedule or, if not defined in this Subscription Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this Subscription Schedule or the General Terms Schedule, they shall have the meaning ascribed to them elsewhere in the Agreement.

"Delivery" means: (i) the electronic downloading of the Software onto Customer's systems, (ii) the Software being made available by Hyland to Customer for electronic download onto Customer's systems; or (iii) the delivery by Hyland to Customer of a Production Certificate for such Software module(s) by Hyland either shipping (physically or electronically) the Production Certificate to Customer or making the Production Certificate available for electronic download by Customer (including through one of Hyland's authorized solution providers).

"Documentation" means: (1) to the extent available, the "Help Files" included in the Software, or (2) if no such "Help Files" are included in the Software, such other documentation published by Hyland, in each case, which relate to the functional, operational or performance characteristics of the Software.

"Error" means any defect or condition inherent in the Software which is reported by Customer in accordance with the Agreement and which is confirmed by Hyland, that causes the Software to fail to function in any material respect as described in the Documentation.

"Error Correction Services" means Hyland's reasonable efforts to correct an Error, which may be effected by a reasonable workaround.

"Initial Term" means the initial term of this Subscription Schedule which is set forth in the Cover Page, Purchase Table Schedule, or other ordering document. If not set forth in the Cover Page, Purchase Table Schedule, or other ordering document, the Initial Term is the three (3) year period beginning on the Effective Date of this Schedule.

"Maintenance and Support" means for Software, (i) Error Correction Services; (ii) Technical Support Services; and (iii) the availability of Upgrades and Enhancements in accordance with this Subscription Schedule.

"Maintenance and Support Prioritization Attachment" is the document available at <https://legal.hyland.com/Customer-Legal-Center#maintenance-and-support-prioritization-attachment>.

"Production Certificate" means: license codes, a license certificate, or an IFM file issued by Hyland and necessary for Customer to activate Software for Customer's production use.

"Resolution" means Hyland provides Customer with a reasonable workaround, correction, or modification that solves or mitigates a reported Error.

“Subscription Fees” means periodic fees for the licensing of Software licensed under this Subscription Schedule and for Maintenance and Support for such Software, and payable by Customer to Hyland.

“Retired Software” means, at any particular time during a maintenance period covered by this Subscription Schedule, any Software product or version of the Software licensed by Customer from Hyland under the Agreement which is identified as being retired on Hyland’s applicable secure end user web site. Hyland will specify on its end user web site Software modules or versions which become Retired Software. The effective date of such change will be twelve (12) months from the date Hyland initially posts the status change on its end user web site, and Customer will receive notice as a registered user of Hyland’s applicable secure end user web site.

“Technical Support Services” means telephone or online technical support related to problems reported by Customer and associated with the operation of any Software, including assistance and advice related to the operation of the Software.

“Upgrades and Enhancements” means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that Hyland makes available to Customer or to Hyland’s end users generally during any maintenance period under this Subscription Schedule to correct Errors or deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed Software.

## **1. SOFTWARE LICENSE.**

1.1 Grant of License. Subject to Customer’s payment in full of the Subscription Fees, and subject further to Customer’s compliance with the Agreement, Hyland grants to Customer a revocable, non-exclusive, non-assignable (except as provided in the General Terms Schedule), limited license to the Software, in machine-readable object code form only and associated Documentation; in each case solely for use:

(a) by Customer internally, and only for storing, processing and accessing Customer’s own data; and

(b) subject to Section 1.7 below, by a third party contractor retained by Customer as a provider of services to Customer (“Contractor”), but only by the Contractor for capturing, storing, processing and accessing Customer’s own data in fulfillment of the Contractor’s contractual obligations as a service provider to Customer.

The Software and associated Documentation are licensed for use by a single organization and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer shall not make any use of the Software or associated Documentation in any manner not expressly permitted by the Agreement. Software subject to a regulatory control may only be installed in the country identified as the end user location in the purchase order. The Software may be located and hosted on computer servers owned and controlled by a third party. Such third party hosting provider shall be considered a Contractor, and subject to the requirements of Section 1.7 below

1.2 Use Restriction. Each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and the Software may control such use. Software products that are volume-based may: (i) no longer function if applicable volume limits have been exceeded; (ii) require Customer to pay additional fees based on Customer’s volume usage; and/or (iii) include functionality which monitors or tracks Customer usage and reports that usage. Customer acknowledges and agrees that additional fees may apply based on Customer’s volume usage. Customer may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number

of users directly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Customer is prohibited from using any software other than the Software Client modules or a Software application programming interface (API) to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to Customer’s use of such other software and Customer has paid to Hyland the Subscription Fees with respect to such access. Customer further agrees that the Software shall not be copied and installed on additional servers unless Customer has purchased a license therefore, and the number of users of the Software shall not exceed the number of users permitted by the Software Client licenses purchased by Customer.

1.3 Production and Test Systems. Customer shall be entitled to use one (1) production copy of the Software licensed and one (1) additional copy of the production environment licensed Software for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software in a production environment. In addition, Customer shall also be entitled to license a reasonable number of additional copies of the production environment licensed Software to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration modules of the Software licensed by Customer under the Agreement, and training Customer’s employees on the Software (“Test Systems”). Customer may be required to provide to Hyland certain information relating to Customer’s intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. Customer’s sole recourse in the event of any dissatisfaction with any Software in any non-production system is to stop using such Software and return it to Hyland, provided that, to the extent that Customer is using the Test System for the purposes of testing an Upgrade or Enhancement of the Software prior to implementing the same in Customer’s production environment, then Customer may contact Hyland for the provision of Maintenance and Support as described in this Subscription Schedule. Customer shall not make any copies of the Software not specifically authorized by this Section 1.3.

1.4 Evaluation Software. From time to time Customer may elect to evaluate certain Software modules (“Evaluation Software”) for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for Customer’s use in a non-production environment. Notwithstanding anything to the contrary, as to any Evaluation Software, the Agreement and the limited license granted hereby will terminate on the earliest of: (a) last day of the evaluation period specified in the accepted purchase order delivered for such Evaluation Software; or (b) immediately upon the delivery of written notice to such effect by Hyland to Customer. Upon expiration or other termination of such period, Customer immediately shall either (y) discontinue any and all of use of the Evaluation Software and related Documentation and remove the Evaluation Software; or (z) deliver a purchase order for purchase of such Evaluation Software.

1.5 Third Party Licenses. The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. Such third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. Notwithstanding the above, Customer acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software) may grant you additional rights to such open source software. Additionally, in the case of such software to be downloaded and installed on a mobile device, if such software will be downloaded from the application market or store maintained by the manufacturer of the mobile device, then use of such software will be governed by the license terms for the software included at the applicable application store or market or presented to Customer or Customer’s user in the software, and the Agreement will not govern such use.

1.6 Integration Code. If applicable, Software also includes all adapters or connectors created by Hyland and provided

to you by Hyland as part of an integration between the Software and a third party line of business application ("Integration Code"). Software also includes any desktop host or other content services software provided by Hyland and downloaded on a user's computer used to extend functionality in Hyland's products. Such Integration Code and desktop host may only be used in combination with other Software and in accordance with the terms of the Agreement.

1.7 Contractor Use Agreement. Customer agrees that if it desires to allow a Contractor to do any of the following:

- (a) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs");
- (b) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or
- (c) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community), either through Contractor's use of Customer's own log-in credentials or through credentials received directly or indirectly by Contractor;

then, Customer must cause such Contractor to execute a use agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). Customer understands and agrees that: (x) Customer may not allow a Contractor to do any of the foregoing if such Contractor has not signed a Contractor Use Agreement, and (y) Contractors may use the Software only in compliance with the terms of the Agreement, and (z) Customer is responsible for such compliance by all Contractors that do not execute a Contractor Use Agreement. Customer agrees that it shall indemnify Hyland from and against all claims, liabilities, losses, damages and costs, including, but not limited to, reasonable attorneys' fees and court costs, which are suffered or incurred by Hyland and arise from or in connection with the breach or noncompliance with the terms of the Agreement by any Contractor that does not sign a Contractor Use Agreement.

1.8 No High Risk Use. The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). Customer is not licensed to use the Software in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Software for administrative purposes, as an information resource for medical professionals, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Customer agrees not to use, distribute or sublicense the use of the Software in, or in connection with, any High Risk Use." Customer agrees to indemnify and hold harmless Hyland from any third-party claim arising out of Customer's use of the Software in connection with any High Risk Use.

1.9 Audit Rights. Upon reasonable notice to Customer, Hyland shall be permitted access to audit Customer's use of the Software solely in order to determine Customer's compliance with the licensing and pricing terms the Agreement, including, where applicable, to measure Customer's volume usage. Additionally, if requested by Hyland in connection with Software licensed on a volume basis, Customer shall provide reports **that show Customer's volume usage**. Customer shall reasonably cooperate with Hyland with respect to its performance of such audit. Customer acknowledges and agrees that Customer is prohibited from publishing the results of any benchmark test using the Software to any third party without Hyland's prior written approval, and that Customer has not relied on

the future availability of any programs or services in entering into the Agreement.

1.10 AnyDoc. The optional AccuZip component of the OCR for AnyDoc and AnyDoc EXCHANGEit Software products contains material obtained under agreement from the United States Postal Service (USPS) and must be kept current via an update plan provided by Hyland to maintain Customer's continued right to use. The USPS has contractually required Hyland to include "technology which automatically disables access to outdated [zip code] products." This technology disables only the AccuZip component and is activated only if AccuZip is not updated on a regular and timely basis. Hyland regularly updates the zip code list as part of Maintenance and Support for the AccuZip module.

1.11 The Software may contain functionality that allows Customer to access, link or integrate the Software with Customer's applications or applications or services provided by third parties. Hyland has no responsibility for such applications or services, websites or content and does not endorse any third party web sites, applications or services that may be linked or integrated through the Software; any activities engaged in by Customer with such third parties is solely between Customer and such third party.

**2. SUBSCRIPTION FEES.** Customer shall pay Subscription Fees to Hyland for the Software licensed hereunder in such amounts as are invoiced by Hyland; provided, that during the Initial Term of this Subscription Schedule, Customer shall pay Subscription Fees to Hyland for the initial Software licensed hereunder in accordance with the applicable Purchase Table Schedule. Following expiration of the Initial Term of this Subscription Schedule, Hyland may increase the Subscription Fees for the Software for any renewal period by up to ten percent (10%) of the previous year's Subscription Fees. Hyland will invoice Customer on or after the Effective Date for Subscription Fees for the first year of the Initial Term. Such invoice shall be due and payable by Customer to Hyland in accordance with the General Terms Schedule. For any subsequent years, Hyland will invoice Customer for Subscription Fees at least sixty (60) days prior to the beginning of such year, and such invoices shall be due and payable by Customer to Hyland on or before the beginning of such year. In the event Customer licenses additional Software modules under the Agreement, Hyland will invoice Customer for Subscription Fees for such additional Software modules on a pro rata basis upon Hyland's acceptance of the purchase order for such additional Software modules. Such invoice shall be due and payable by Customer to Hyland in accordance with the General Terms Schedule. Thereafter, Subscription Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.

**3. ADD-ON SERVICES.** If Customer subscribes to an Add-On Service, the fees for such Add-On Service will be invoiced on a periodic basis, in advance, and Customer shall pay such invoices in accordance with the General Terms Schedule. Some Add-On Services may be priced on a volume basis, for which Add-On Services fees may be invoiced in arrears based on the applicable volume usage. Add-On Services may be subject to an additional Schedule.

**4. U.S. GOVERNMENT END USERS.** To the extent applicable to Customer, the terms and conditions of the Agreement shall pertain to the U.S. Government's use and/or disclosure of the Software and Add-On Services, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of the Agreement and/or the Delivery of the Software and Add-On Services, the U.S. Government hereby agrees that the Software and Add-On Services qualify as "commercial" computer software within the meaning of ALL U.S. federal acquisition regulation(s) applicable to this procurement and that the Software and Add-On Services are developed exclusively at private expense. If this license fails to meet the U.S. Government's needs or is inconsistent in any respect with Federal law, the U.S. Government agrees to return this Software and Add-On Services to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software and Add-On Services, or Documentation by the U.S. Government is subject solely to the terms of the Agreement, as stated in DFARS 227.7202, and the terms of the Agreement shall supersede any conflicting contractual term or conditions.

**5. MAINTENANCE AND SUPPORT FOR SOFTWARE AND RETIRED SOFTWARE.**

**5.1 MAINTENANCE AND SUPPORT TERMS. Except with respect to Retired Software, Hyland will provide Maintenance and Support in accordance with the Maintenance and Support Prioritization Attachment.**

(a) Technical Support Services. Hyland will provide telephone or online technical support related to problems reported by Customer and associated with the operation of any Software, including assistance and advice related to the operation of the Software. Technical Support Services are not available for Retired Software.

(b) Error Correction Services. With respect to any Errors in the Software which are reported by Customer and which are confirmed by Hyland, in the exercise of its reasonable judgment, Hyland will use its reasonable efforts to correct the Error, which may be effected by a reasonable workaround. Hyland shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Customer. Hyland may elect to correct the Error in the current available or in the next available commercially released version of the Software and the Resolution may require the Customer to implement an Upgrade and Enhancement to obtain the correction. Error Correction Services are not available for Retired Software.

(c) Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services.

(1) *Customer Reporting Requirements.* In requesting Technical Support Services and Error Correction Services, Customer will submit such requests through Hyland's secure end user website, the details of which will be separately provided to Customer. Once such request is submitted through the end user website, Customer may call for Level 1 or Level 2 Severity Levels (support numbers are available through Hyland's secure end user website). In the case of reporting an Error, Customer will provide Hyland with as much information and access to systems as reasonably possible to enable Hyland to investigate and attempt to identify and verify the Error. Customer will work with Hyland support personnel during the problem isolation process, as reasonably needed. Customer will notify Hyland of any configuration changes, such as network installation/expansion, Software upgrades, relocations, etc.

(2) *Hyland Response Procedures.* Hyland shall respond to all Technical Support Services requests and Error Correction Services requests in accordance with the Maintenance and Support Prioritization Attachment. With respect to Errors: (a) Hyland will respond based on the confirmed severity level of an Error; (b) Hyland may reclassify Errors as it learns information about such Errors during the resolution process; and (c) Hyland's obligation for a reported Error concludes upon delivery of a Resolution in accordance with the Maintenance and Support Prioritization Attachment.

(d) Upgrades and Enhancements. Hyland will provide, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site (currently [www.hyland.com/community](http://www.hyland.com/community)), all Upgrades and Enhancements, if and when released during the term of this Subscription Schedule. Upgrades and Enhancements are not available for Retired Software.

**5.2 EXCLUSIONS.**

(a) Generally. Hyland is not responsible for providing, or obligated to provide, Maintenance and Support under the Agreement: (1) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any error or defect in any configuration of the Software, which activities in any such case were undertaken by any party other than Hyland; (2) in connection with any Error if Hyland has previously provided corrections for such Error which Customer fails to implement; (3) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Hyland), hardware or any system or networking utilized by Customer; (4) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Maintenance and Support to Customer with respect to the Software. Maintenance and Support does not include any services that Hyland may provide in connection with assisting or completing an upgrade of Software with any available Upgrade and Enhancement.

(b) Work Products. Maintenance and Support is not provided for any Work Products (as defined in the Professional Services



Schedule); however, if Customer desires Maintenance and Support regarding the operation or use of such Work Products, Customer may request such Maintenance and Support and the parties may agree to enter into a Services Proposal for such Maintenance and Support in accordance with the terms of the Professional Services Schedule.

(c) Excluded Software and Hardware. This Subscription Schedule does not govern, and Hyland shall not be responsible for, the maintenance or support of any software other than Software, or for any hardware or equipment of any kind or nature, whether or not obtained by Customer from Hyland.

### **5.3 CERTAIN OTHER RESPONSIBILITIES OF CUSTOMER.**

(a) Operation of the Software and Related Systems. Customer acknowledges and agrees that it is solely responsible for the operation, configuration, supervision, management and control of the Software and all related hardware and software (including the database software). Customer is solely responsible for: obtaining or providing training for its personnel; taking appropriate measures to isolate and backup or otherwise archive its computer systems, programs, data or files; and instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use.

(b) Access to Premises and Systems. Customer shall make available reasonable access and use of Customer's premises, and online access to Customer's computer hardware, peripherals, Software and other software as Hyland deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support. Accordingly, Customer shall install and maintain means of communication and the appropriate communications software as mutually agreed upon by Hyland and Customer and an adequate connection with Hyland to facilitate Hyland's on-line Maintenance and Support. Such right of access and use shall be provided at no cost or charge to Hyland.

**5.4 PROFESSIONAL SERVICES FOR PROJECTS NOT COVERED BY TECHNICAL SUPPORT SERVICES OR ERROR CORRECTION SERVICES.** If Customer requests Professional Services which are outside the scope of Technical Support Services or Error Correction Services, Customer agrees that such services shall not be covered by this Section 5 and such services only shall be engaged pursuant to a Services Proposal under an applicable Professional Services Schedule.

**5.5 IMPLEMENTATION OF UPGRADES AND ENHANCEMENTS TO REGULATED PRODUCTS.** Customer acknowledges and agrees that for regulatory compliance purposes, Customer may be required to engage Hyland under a Services Proposal to implement Upgrades and Enhancements to a regulated product. If Hyland offers a self-service option for implementing Upgrades and Enhancements to a regulated product, and the Customer chooses this option, Customer agrees to comply with the training, reporting, and documentation requirements established by Hyland to ensure that the implementation is performed and documented as required by applicable regulations.

## **6. LIMITED WARRANTY FOR SOFTWARE**

6.1 Software Warranty. Hyland warrants to Customer that during the term of this Subscription Schedule the Software will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, the Software if (a) any component of the Software has been modified, misused or abused by Customer or a third party, (b) any such non-conformity arises from or is related to problems within or impacting Customer's computing environment, including any Customer third party software applications, hardware, network or internet connectivity, (c) if the Software is used in combination with equipment or software other than that which is provided by Hyland or is consistent with the Documentation, or (d) to the extent the Software is Retired Software.

6.2 Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy for any non-conformities to the express limited warranties under Section 6.1 shall be as follows: provided that Customer notifies Hyland in writing of the non-conformity, Hyland will either (a) correct the non-conforming component of the Software, which may include

the delivery of a reasonable workaround for the non-conformity; or (b) if Hyland determines that correcting the non-conformity is not practicable, then terminate this Subscription Schedule with respect to the non-conforming component, in which event, upon compliance by Customer with its obligations under Section 8.2 of this Subscription Schedule, Hyland will provide a refund to Customer of the "unused portion of the prepaid Subscription Fees" (as defined below) paid by Customer and attributable to the non-conforming component. The "unused portion of prepaid Subscription Fees" shall mean an amount equal to the total Subscription Fees paid by Customer for the non-conforming portion of the Software for the then current term (or applicable twelve-month period within the Initial Term) during which such removal occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, and the denominator of which shall be twelve (12).

## **7. INFRINGEMENT INDEMNIFICATION.**

7.1 Generally. Hyland agrees to indemnify Customer against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Customer based upon any infringement or misappropriation by the Software of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (a) is notified immediately after Customer receives notice of such claim; (b) is solely in charge of the defense of and any settlement negotiations with respect to such claim, provided that Hyland will not settle any such claim without the prior written consent of Customer if such settlement contains a stipulation to or admission or acknowledgement of any liability or wrongdoing on the part of Customer or otherwise requires payment by Customer; (c) receives Customer's reasonable cooperation in the defense or settlement of such claim; and (d) has the right, upon either the occurrence of or the likelihood (in the opinion of Hyland) of the occurrence of a finding of infringement or misappropriation, either to procure for Customer the right to continue use of the Software, or to replace the relevant portions of the Software or with other equivalent, non-infringing portions.

7.2 Removal and Refund. If Hyland is unable to accomplish either of the options set forth in Section 7.1(d), Hyland shall remove the infringing portion of the Software and refund to Customer the "unused portion of prepaid Subscription Fees" (as defined below) paid by Customer, with respect to the infringing portion of the Software. For these purposes, the "unused portion of the prepaid Subscription Fees" shall mean an amount equal to the total Subscription Fees paid by Customer for the infringing portion of the Software for the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, and the denominator of which shall be twelve (12).

7.3 Exclusions. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to indemnify any claims made against Customer and otherwise described in Section 7.1 that arise from: (a) use of the Software by Customer other than as expressly permitted by the Agreement; (b) the combination of the Software with any product not furnished by Hyland to Customer; (c) the modification or addition to of the Software other than by Hyland or any of its authorized solution providers specifically retained by Hyland to provide such modification or addition; or (d) the Customer's business methods or processes.

7.4 THIS SECTION 7 STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE SOFTWARE.

## **8. TERM; TERMINATION.**

8.1 TERM. Subject to the termination provisions set forth in Section 1.2 of the General Terms Schedule, the initial term of this Subscription Schedule will be the Initial Term; and such term will automatically renew thereafter for



successive terms of one (1) year each, unless and until either party provides at least thirty (30) days advance written notice of non-renewal, in which case this Subscription Schedule shall terminate at the end of the then current term.

8.2 Additional Effects or Consequences of Termination. In addition to Section 1.3 of the General Terms Schedule, upon any termination of this Subscription Schedule in its entirety, any license to use the Software will automatically terminate without other or further action on the part of any party; and Customer shall immediately: (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation to Hyland, or (2) with the prior permission of Hyland, destroy the Software and Documentation and certify in writing to Hyland that Customer has completed such destruction.

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