

AMENDMENT TO UNDERLYING LICENSE AGREEMENT
(SUBSCRIPTION LICENSES FOR ADD-ON SOFTWARE)

This AMENDMENT TO UNDERLYING LICENSE AGREEMENT (“Amendment”) is made and entered into effective as of the date that the last party to sign this Amendment has executed the same (as indicated by the date entered by such party with its signature below) (“Amendment Effective Date”), by and between the Hyland entity that has executed this Amendment (“Hyland”) and Customer and amends that certain contract that governs the licenses to the Software previously procured by Customer (such as an End User License Agreement (click through or written), Master Software License, Services and Support Agreement, Software License and Services Agreement or other similar agreement addressing Software license terms) (the “Underlying License Agreement”).

1. DEFINED TERMS:

(a) Capitalized terms used in this Amendment and not defined herein are used herein with the same meanings given such terms under the Underlying License Agreement.

(b) The following additional defined terms are added to the Underlying License Agreement:

(1) “Existing Software” means all Software licensed by Customer prior to the Amendment Effective Date.

(2) “Subscription Fees” means periodic fees for the licensing of Software licensed under this Amendment and Maintenance and Support for such Software, and payable by Customer to Hyland or to Hyland’s authorized solution provider, if applicable.

(3) “Subscription Software” means the Software licensed at any time under the Underlying License Agreement on or after the Amendment Effective Date.

2. SUBSCRIPTION SOFTWARE: The parties agree that all Subscription Software will be licensed to Customer on a subscription basis in accordance with the Underlying License Agreement as amended by this Amendment, and that the terms of this Amendment shall not apply to Existing Software, which shall continue to be licensed on a perpetual basis. Accordingly, Hyland and Customer agree that, with respect to Subscription Software, as of the Amendment Effective Date, the Underlying License Agreement shall be amended as follows:

(a) License; Term: Customer’s right to use the Subscription Software licenses as set forth in the Underlying License Agreement shall be subject to Customer’s payment in full of the Subscription Fees and, unless terminated earlier in accordance with the terms of the Underlying License Agreement, the term of such Subscription Software license shall be an initial term of three (3) years (the “Initial Term”) from the date of acceptance of the initial purchase order for Subscription Software from Customer, 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 the license and associated Maintenance and Support for such Subscription Software shall terminate at the end of the then current term. Customer’s right to terminate the Underlying License Agreement for convenience shall not apply to the Customer’s subscription to the Subscription Software; Customer may

elect not to renew its subscription to the Subscription Software after the Initial Term as described in this provision.

(b) Subscription Fees Payable to Hyland: If Customer is paying Subscription Fees to Hyland, Customer will be invoiced upon Hyland’s acceptance of the initial purchase order for Subscription Software for the first year of the Initial Term. Such invoice shall be due and payable in accordance with the Underlying License Agreement, and if no payment terms are set forth in the Underlying License Agreement, such invoice shall be due and payable by Customer net thirty (30) days from the date of the applicable invoice. For any subsequent years, Customer will be invoiced for Subscription Fees prior to the beginning of such year, and such invoices shall be due and payable by Customer on or before the beginning of such year. In the event Customer licenses additional Subscription Software modules under the Agreement, Customer will be invoiced for Subscription Fees for such additional Subscription Software modules on a pro rata basis upon acceptance of the purchase order for such additional Subscription Software modules. Such invoice shall be due and payable by Customer in accordance with the Underlying License Agreement, and if no payment terms are set forth in the Underlying License Agreement, such invoice shall be due and payable by Customer net thirty (30) days from the date of the applicable invoice. Thereafter, Subscription Fees relating to such additional Subscription Software shall be included in the subsequent invoices issued with respect to the existing licensed Subscription Software. Except as otherwise provided in this Amendment, in relation to Subscription Software, any reference in the Underlying License Agreement to Software license fees and Maintenance and Support fees (or maintenance fees) shall mean Subscription Fees.

(c) Subscription Fees Payable to a Hyland Authorized Solution Provider: If Customer is receiving maintenance and support from a Hyland authorized solution provider, and paying Subscription Fees to such Hyland authorized solution provider, Subscription Fees will be invoiced and due and payable in accordance with Customer’s agreement with such Hyland authorized solution provider.

(d) Infringement Indemnification: In the event Customer is entitled to a refund of fees paid under a IP infringement indemnification provision of the Underlying License Agreement with respect to the Subscription Software, notwithstanding anything to the contrary in the Underlying License Agreement, the amount of such refund shall be the “unused portion of prepaid Subscription Fees” (as defined below) paid by Customer, with respect to the infringing portion of the Subscription 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 Subscription 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).

3. NO OTHER CHANGES: In all other respects the Underlying License Agreement remains in full force and effect. Except as otherwise expressly stated in this Amendment, Subscription Software is subject to all the same terms and conditions applicable to Software under the Underlying License Agreement.

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

“Customer” _____	Hyland Hyland Entity: _____
By:	By:
Print Name:	Print Name:
Title:	Title:

Date:	Date:
	<u>Hyland Legal</u> Approved By: Date:

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