

## **SOFTWARE-AS-A-SERVICE SCHEDULE**

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

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

"Consumption Fees" means the amounts payable by Customer for storage of data and information in the Hyland Cloud Service in excess of the data storage allocation set forth in the initial Purchase Table Schedule for the Hyland Cloud Service.

"Customer Data" means any and all electronic data and information submitted by Customer or Users to the Hyland Cloud Service.

"Customer Data Incident" means an unauthorized disclosure of Customer Data resulting from Hyland's failure to comply with the SaaS Security Attachment. Without limitation, Customer Data Incident does not include any of the following that results in no unauthorized access to Customer Data or to any Hyland's systems storing Customer Data: (a) pings and other broadcast attacks on firewalls or edge servers; (b) port scans; (c) unsuccessful log-on attempts; (d) denial of service attacks; or (e) packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers).

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

"Host Web Site" means the web site hosted by Hyland as part of the Hyland Cloud Service on a web server included in the Hyland Cloud Platform used to access the Hyland Cloud Service.

"Hosted 3rd Party Software" means all third party software products (other than third party software products bundled by Hyland as a part of the Software) provided by Hyland as part of the Hyland Cloud Service.

"Hyland Cloud Platform" means the Physical Infrastructure and any composite software layers such as databases, operating systems, virtualization technology, Hosted 3rd Party Software, and Host Web Site, responsible for providing the Hyland Cloud Service, whether owned by Hyland or a third party.

"Hyland Cloud Service" means Hyland's provision of Software and the Hyland Cloud Platform for use by Customer in accordance with the Agreement and this SaaS Schedule.

"Hyland Cloud Service Support" means the services described in Section 5 of this Schedule.

"Initial Setup Fee" means the one-time fee invoiced by Hyland to Customer and payable by Customer to Hyland for the setup and activation of the Hyland Cloud Platform and the Host Web Site for use applicable to each Software module purchase under the Agreement.

"Initial Term" means the initial term of this SaaS 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.

“Physical Infrastructure” means the physical hardware and infrastructure which Hyland uses to provide the Hyland Cloud Service (which may include servers, network devices, cabling, CPU, data centers, memory, storage, switches, firewalls, routers and other network devices) whether owned by Hyland or a third party services provider.

“Resolution” means Hyland provides Customer with a reasonable workaround, correction, or modification that solves or mitigates a reported Hyland Cloud Service issue or error.

“SaaS Fees” means the amounts invoiced by Hyland and payable by Customer to Hyland for the use of the Hyland Cloud Service. The initial SaaS Fees are set forth in the initial Purchase Table Schedule.

“SaaS Security Attachment” means the document available at <https://legal.hyland.com/Customer-Legal-Center#saas-security-attachment>. The SaaS Security Attachment describes Hyland's current security processes and procedures. These processes and procedures may be updated from time to time, but will not be materially reduced.

“Service Class” means the service level commitment included as part of the Hyland Cloud Service, as described in the Service Class Manual, and purchased by Customer as part of the Hyland Cloud Service.

“Service Class Manual” means the latest version of the manual describing any available Service Classes, as posted by Hyland from time to time on a website designated by Hyland.

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

“Testing Environment” means a separate instance of the Hyland Cloud Service (including Customer Data) hosted by Hyland, for use by Customer solely with production data in a non-production environment for the limited purpose of functional and performance testing of the Software and environment, Hosted 3rd Party Software and each Work Product included in the Hyland Cloud Service.

“Testing Lite Environment” means a separate instance of the Hyland Cloud Service (including Customer Data) hosted by Hyland, for use by Customer solely with production data in a non-production environment for the limited purpose of functional testing of the Software and environment, Hosted 3rd Party Software and each Work Product included in the Hyland Cloud Service.

“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 the term of this 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.

“Users” means Customer’s employees that access and use the Hyland Cloud Service.

## **1. HYLAND CLOUD SERVICE.**

1.1 General. During the term of this SaaS Schedule Hyland will: (a) make the Hyland Cloud Service available to Customer pursuant to this SaaS Schedule, the SaaS Security Attachment, Documentation and the applicable Service

Class Manual; and (b) only use Customer Data to provide, develop, and improve the Hyland Cloud Service and other services, to prevent or address service or technical problems, or in accordance with Customer's instructions.

1.2 Service Class. Prior to or on the Effective Date, Hyland has delivered a then-current copy of the applicable Service Class Manual to Customer. After the Effective Date, Hyland will have the right to modify the applicable Service Class Manual (including the right to issue an entirely restated Service Class Manual) from time to time. The modifications or the revised Service Class Manual will be effective thirty (30) days after Hyland provides written notice to Customer informing Customer of Hyland's posting of such modifications or revisions on the website identified in such notice. Notwithstanding the foregoing, no modifications of any Service Class Manual relating to Customer's then-current Service Class will be effective until the next renewal of this SaaS Schedule. The initial Service Class purchased by Customer is set forth in the initial Purchase Table Schedule. To the extent Service Class upgrades or downgrades are available related to the Hyland Cloud Service purchase by Customer, Customer may upgrade the Service Class at any time, but may downgrade such Service Class only after the expiration of the Initial Term of this SaaS Schedule. In the event Customer elects to downgrade such Service Class, such downgrade will not be effective until the beginning of the next renewal of this SaaS Schedule. To modify a Service Class selection, Customer must submit a purchase order indicating the new Service Class.

1.3 Return of Customer Data and Deletion. Upon termination or expiration of this SaaS Schedule for any reason:

(a) Upon written request by Customer to Hyland sent to [cloud@hyland.com](mailto:cloud@hyland.com), made within thirty (30) days after the effective date of any such termination or expiration, for Customer Data extraction Professional Services ("Notice of Return of Customer Data"), Hyland will either: (1) return Customer Data to Customer by providing: Customer Data on one (1) or more encrypted hard drives or other similar media and an export file containing the relevant keyword values and related file locations for the Customer Data or (2) make available to Customer the Customer Data for extraction by Customer. Hyland will work with Customer on determining the extraction method most suitable to meet Customer's requirements. Customer acknowledges and agrees that thirty (30) days after Hyland has sent or made available to Customer the Customer Data, Hyland shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all such Customer Data from all of Hyland's datacenters, including all replicated copies.

(b) Upon written request by Customer to Hyland sent to [cloud@hyland.com](mailto:cloud@hyland.com), made within thirty (30) days after the effective date of any such termination or expiration, for the deletion of Customer Data ("Notice of Deletion of Customer Data"), Hyland will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data from all of Hyland's datacenters, including all replicated copies.

(c) If Customer does not provide the Notice of Return of Customer Data or the Notice of Deletion of Customer Data in accordance with paragraph (a) or (b) above, Customer acknowledges and agrees that thirty (30) days after any termination or expiration of this SaaS Schedule, Hyland will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data from all of Hyland's datacenters, including all replicated copies.

1.4 Data Location. Hyland shall store Customer Data at data centers located in the country(ies) indicated in the initial Purchase Table. Hyland may, at its expense, change the location of the Customer Data to other data centers; provided that such locations remain in that country.

1.5 Hyland customers may license some Software provisioned by Hyland as part of the Hyland Cloud Service, and other Software which is implemented only on the customer's premise (or a third party cloud other than the Hyland Cloud Platform), such as Hyland RPA ("On-Premise Software"). For clarity, if Customer licenses On-Premise Software from Hyland, this Schedule does not apply to such On-Premise Software.

## **2. GRANT OF RIGHTS AND PROHIBITED CONDUCT.**

2.1 Hyland Cloud Service Use Grant. During the term of this SaaS Schedule, Hyland grants to Customer a revocable, non-exclusive, non-assignable (except as provided in the General Terms Schedule), limited right to use the Hyland Cloud Service as provided by Hyland, and the associated Documentation, solely for use by Customer and its Users for the internal business purposes of Customer, and only for capturing, storing, processing and accessing Customer's data.

The Hyland Cloud Service is for use by Customer and its Users and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer and its Users shall not make any use of the Hyland Cloud Service in any manner not expressly permitted by this SaaS Schedule. Customer acknowledges that it and its Users may only access Customer Data via the Hyland Cloud Service and shall only access the Hyland Cloud Service in a manner consistent with this SaaS Schedule and the Documentation. Use of software or hardware that reduces the number of users directly accessing or utilizing the Hyland Cloud Service (e.g. by using "bots" or "multiplexing" or "pooling" software or hardware) does not reduce the number of users accessing the Hyland Cloud Services for purposes of calculating the number of users, as the required number of users would equal the number of distinct inputs to such software or hardware (e.g. to such "bots" or "multiplexing" or "pooling" software or hardware). Customer is prohibited from using any software (including bots) other than the Software client modules or a Software application programming interface (API) to access the Hyland Cloud Service 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 SaaS Fees with respect to such access. Customer further acknowledges that all components of the Hyland Cloud Service made available by Hyland, including any components downloaded or installed locally on Customer's or Users' systems, are solely for use with the Hyland Cloud Service and are not intended to be used on a stand-alone basis.

2.2 Volume Use Restriction. There are certain Software products that Hyland makes available and which Customer may purchase for use as part of the Hyland Cloud Service that are volume-based and 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; or (iii) include functionality which monitors or tracks Customer usage and reports that usage. Customer may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars.

2.3 Test Environments. Customer may purchase limited access to Testing Environments or Testing Lite Environments, or both. Hyland agrees that the security measures described in the SaaS Security Attachment are also applied to the Testing Environment and Testing Lite Environment. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Testing Environment and Testing Lite Environment. If, at any time, Customer is not satisfied with the Testing Environment or Testing Lite Environment, Customer's sole and exclusive remedy shall be to stop using the Testing Environment or Testing Lite Environment.

2.4 No High Risk Use. The Hyland Cloud Service is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Hyland Cloud Service is not designed or intended for use in any situation where failure or fault of any kind of the Hyland Cloud Service could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). Customer is not permitted to use the Hyland Cloud Service 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 Hyland Cloud Service 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, license, or grant the

use of the Hyland Cloud Service 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 Hyland Cloud Service in connection with any High Risk Use.

2.5 Assessment. Hyland shall be permitted access to assess Customer's use of the Hyland Cloud Service in order to determine Customer's compliance with the grant of use and pricing terms of the Agreement and this SaaS Schedule, including, where applicable, to measure Customer's volume usage. Customer shall reasonably cooperate with Hyland with respect to its performance of such assessment.

2.6 Third Party Services and Content. The Hyland Cloud Service may contain functionality which allows Customer to: (a) access, link or integrate the Hyland Cloud Service with Customer's applications or applications or services provided by third parties and (b) access third party websites and content. Hyland has no responsibility for such applications or services, websites or content and shall have no responsibility for any disclosure, modification or deletion of Customer Data resulting from any such access or use by such applications or services. Any activities engaged in by Customer or any of its Users with such third parties using the Hyland Cloud Service is solely between Customer and such third party and Hyland has no liability, obligation or responsibility for any such activities. Hyland does not endorse any third party web sites, applications or services that may be linked or integrated through the Hyland Cloud Service. Hyland is not responsible for any third party content, products or materials purchased, accessed or used by Customer or its Users using the Hyland Cloud Service.

2.7 Prohibited Conduct. Customer agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear during the use of the Hyland Cloud Service; (b) sell, transfer, rent, lease or sub-license the Hyland Cloud Service to any third party; (c) alter or modify the Hyland Cloud Service; (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Hyland Cloud Service, or prepare derivative works therefrom; or (e) use the Hyland Cloud Service or permit it to be used in violation of the Acceptable Use Policy, as in effect from time to time, a copy of the current form of which is available at <https://legal.hyland.com/Customer-Legal-Center#acceptable-use-policy-attachment> or for the purposes of evaluation, benchmarking, or other comparative analysis intended for external publication without Hyland's prior written consent.

2.8 Ownership of Customer Data. As between Hyland and Customer, Customer owns Customer Data.

2.9 Customer Input and Suggestions. Hyland shall have a royalty-free, worldwide, perpetual, transferable, sub-licensable, and irrevocable license to use or incorporate into any of Hyland's products or services, including the Hyland Cloud Services, any suggestions, enhancements, improvements, recommendations or any other feedback provided by Customer or its users, related to the operation or use of the Hyland Cloud Service.

### **3. PRICES, INVOICES AND PAYMENT.**

3.1 Initial Setup Fees. Hyland will invoice Customer for Initial Setup Fees in the amount set forth in the initial Purchase Table Schedule promptly following the Effective Date. Hyland will invoice Customer for Initial Setup Fees upon each additional purchase of Software for the Hyland Cloud Service upon acceptance of Customer's purchase order for such Software.

3.2 SaaS Fees. Customer shall pay SaaS Fees to Hyland for the Hyland Cloud Service in such amounts as are invoiced by Hyland; provided, that during the Initial Term, Customer shall pay SaaS Fees to Hyland for the Hyland Cloud Service as initially composed in accordance with the initial Purchase Table Schedule. Hyland will invoice Customer on or after the Effective Date for SaaS Fees for the first year of the Initial Term. Following expiration of the Initial Term, Hyland may increase the SaaS Fees for the Hyland Cloud Service for any renewal period by up to ten percent (10%) of the previous year's SaaS Fees. For any subsequent years, Hyland will invoice Customer for SaaS Fees prior to the beginning of such year, and such invoice shall be due and payable by Customer to Hyland in full in

accordance with the General Terms Schedule. In the event Customer adds Software modules for the Hyland Cloud Service, Hyland will invoice Customer for SaaS Fees for such additional Software modules on a prorated basis upon Hyland's acceptance of the purchase order for such additional Software modules. Thereafter, SaaS Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.

3.3 Consumption Fees. Hyland will invoice Customer for any Consumption Fees, monthly in arrears, promptly upon the end of the month to which such Consumption Fees relate. Consumption Fees will be due for a month if at any time during such month the amount of Customer Data stored in the Hyland Cloud Service exceeds Customer's data storage allocation as set forth in the initial Purchase Table.

3.4 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 Service fees may be invoiced in arrears based on the applicable volume usage. Except as may be stated in a separate Schedule, the Add-On Services are part of the Hyland Cloud Service.

3.5 Other Fees. If Customer procures and Hyland provides any other services or deliverables in connection with the Hyland Cloud Service that are not covered by the fees and charges described in Sections 3.1 through 3.4 above, Hyland will invoice Customer for such other fees or charges based upon Hyland's then current list prices or the pricing that the parties have mutually agreed upon in connection with such other services or deliverables.

**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 Hyland Cloud Service, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of the Agreement and/or the delivery of the Hyland Cloud Service, the U.S. Government hereby agrees that the Software, and the Hosted 3rd Party Software included in the Hyland Cloud Service 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 is 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 Hyland Cloud Service or Add-On Services to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Hyland Cloud Service, 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. HYLAND CLOUD SERVICE SUPPORT.**

5.1 HYLAND CLOUD SERVICE SUPPORT TERMS. Hyland will provide Hyland Cloud Service Support in accordance with this Section and the 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 the Hyland Cloud Service, including assistance and advice related to the operation of the Hyland Cloud Service.

(b) Error Correction Services. With respect to any issues or errors in the Hyland Cloud Service which are reported by Customer and which are confirmed by Hyland, Hyland will use its reasonable efforts to correct such issue or error, which may be effected by a reasonable workaround. Hyland shall promptly commence to confirm any reported issues or errors after receipt of a proper report of such suspected issue or error from Customer in accordance with the Support Prioritization Attachment. Hyland may elect to correct the issue or error by updating or upgrading the applicable component of the Hyland Cloud Service to a new build or version.



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

(1) *Customer Reporting Requirements.* When requesting Hyland Cloud Service Support, 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 a Level 1 or Level 2 Severity Level (support numbers are available through Hyland's secure end user website). In the case of reporting a problem, issue, or error with the Hyland Cloud Service, 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 problem, issue or error. Customer will work with Hyland support personnel during the problem isolation process, as reasonably needed. Customer will notify Hyland of any configuration changes it has made to the Hyland Cloud Service, such as workflow configuration changes, network installation/expansion, integrations, upgrades, relocations, etc.

(2) *Hyland Response Procedures.* Hyland shall respond to all reports in accordance with the Support Prioritization Attachment. Hyland: (a) will respond based on the confirmed severity level; (b) may reclassify severity levels as it learns information about such problems, issues or errors during the resolution process; and (c) obligations for a reported issue or error concludes upon delivery of a Resolution in accordance with the Support Prioritization Attachment.

(d) Software Upgrades and Enhancements. Hyland will make available, 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 to the Software, if and when released during the term of this SaaS Schedule.

(e) Update, Upgrade, Change or Replacement of Components of the Hyland Cloud Service. Hyland may update or upgrade the build or version of the Software used in the Hyland Cloud Service from time to time at Hyland's expense. Hyland also may change, replace, update or upgrade the Hyland Cloud Platform from time to time. Customer agrees to collaborate with Hyland and assist Hyland in connection with the completion of installation and testing of any update or upgrade related to the Hyland Cloud Service. Notwithstanding the foregoing, Customer acknowledges that it is Customer's responsibility to ensure that Customer is running a Cloud Compatible Version of the Software in accordance with Hyland's Cloud Software Version Policy available at Hyland's end user website (currently, [community.hyland.com](http://community.hyland.com)); Customer's failure to comply with Hyland's Cloud Software Version Policy shall be considered a material breach of the Agreement.

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.

## 5.2 EXCLUSIONS.

Generally. Hyland is not responsible for providing, or obligated to provide, Hyland Cloud Service Support: (1) in connection with any errors, defects or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Hyland Cloud Service or from any error or defect in any configuration of any component of the Hyland Cloud Service, which activities in any such case were undertaken by any party other than Hyland or a party retained by Hyland; (2) in connection with any error or defect or problem in any other component of the Hyland Cloud Service if Hyland has previously made available corrections for such error or defect which Customer fails to implement; (3) in connection with any errors, defects or problems which have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in any software, hardware or system or networking which is not a part of the Hyland Cloud Service; (4) if any party other than

Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Hyland Cloud Service Support to Customer with respect to the Hyland Cloud Service; or (5) in connection with any questions related to the operation or use of the Software application programming interfaces (APIs); or in connection with any errors, defects or problems with Work Products (as defined in the Professional Services Schedule). Support relating to Work Products and the operation or use of APIs may be provided, on a case-by-case basis, as mutually agreed to in an applicable Services Proposal which outlines Professional Services for such support activities.

**6. SECURITY.** During the term of this SaaS Schedule, Hyland shall maintain a security program which shall conform to the SaaS Security Attachment.

## **7. CERTAIN RESPONSIBILITIES AND OBLIGATIONS OF CUSTOMER.**

**7.1 Customer Responsibilities.** In connection with the relationship established between Customer and Hyland under this SaaS Schedule:

(a) except as otherwise expressly permitted under the terms of this SaaS Schedule, Customer will not permit or authorize any third parties (such as persons or legal entities) to use the Hyland Cloud Service;

(b) Customer will comply with Hyland's Acceptable Use Policy, as in effect from time to time, a copy of the current form of which is available at <https://legal.hyland.com/Customer-Legal-Center#acceptable-use-policy-attachment>;

(c) Customer is responsible for all Users use and all access through Customer and its Users of the Hyland Cloud Service and compliance with this SaaS Schedule and the Agreement, including, but not limited to, (i) setting-up User log-in accounts/credentials (e.g. user names, passwords, tokens, etc.) to the Hyland Cloud Service and immediately revoking User accounts/credentials when User no longer requires access to the Hyland Cloud Service, and (ii) shall not permit Users to share log-in accounts/credentials;

(d) Customer has sole responsibility for the accuracy, quality, content and legality of all Customer Data;

(e) Customer shall prohibit unauthorized access to, or use of, the Hyland Cloud Service and shall notify Hyland promptly of any such unauthorized access or use by contacting Customer's Hyland technical support contact or another contact notified to Customer in writing (which may be via email or posted on Hyland's secure end user web site (currently [www.hyland.com/community](http://www.hyland.com/community))).

(f) Customer understands and agrees: (i) it has an independent duty to comply with any and all laws applicable to it, (ii) its use of the Hyland Cloud Service and compliance with any terms and conditions under this SaaS Schedule and the Agreement does not constitute compliance with any law, (iii) it shall make use of available Hyland Cloud Service security features and controls to properly transmit, store, process and provide access to Customer Data and (iv) it shall use the tools and reporting capabilities made available in the Hyland Cloud Service to monitor and confirm Customer Data processing, such as batch processing of electronic documents uploaded to the Hyland Cloud Service.

(g) Customer may give any of its Users the rights to act as a system administrator, through the configuration tools included in the Software for the Hyland Cloud Service. Hyland has no responsibility or obligations in connection with Customer's internal management or administration of Customer's Hyland Cloud Service.

**7.2 Customer Internet Connection.** Customer is responsible for obtaining and maintaining all software, hardware (including without limitation network systems), telephonic or other communications circuits, and Internet Service Provider relationships that are necessary or appropriate for Customer to properly access and use the Hyland Cloud Service. Hyland shall have no responsibility or liability under this SaaS Schedule for any unavailability or failure of, or nonconformity or defect in, the Hyland Cloud Service that is caused by or related in any manner to any failure of



Customer to obtain and maintain all such software, hardware, equipment and relationships.

## **8. LIMITED WARRANTIES.**

8.1 Hyland Cloud Service Limited Warranty. Hyland warrants to Customer that during the term of this SaaS Schedule the Hyland Cloud Service 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 Hyland Cloud Service if: (i) any component of the Hyland Cloud Service has been modified, misused or abused by Customer or a third party, (ii) 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, or (iii) if the Hyland Cloud Service is used in combination with equipment or software other than that which is provided by Hyland or is consistent with the Documentation.

8.2 Hyland Cloud Service Warranty Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranties under Section 8.1 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 Hyland Cloud Service, 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 SaaS Schedule with respect to the non-conforming component, in which event, upon compliance by Customer with its obligations under Section 11.2 of this SaaS Schedule, Hyland will provide a refund to Customer of the "unused portion of prepaid SaaS Fees" (as defined below) paid by Customer and attributable to the non-conforming component. The "unused portion of the prepaid SaaS Fees" shall mean an amount equal to the total SaaS Fees paid by Customer for the non-conforming portion of the Hyland Cloud Service 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).

8.3 Customer Limited Warranty. Customer represents and warrants to Hyland that: (a) Customer and its Users are the legal custodian of the Customer Data and it has the right and authority to use the Hyland Cloud Service in connection with all Customer Data and other materials hereunder; (b) Customer will use reasonable efforts to ensure that any Customer Data submitted to Hyland via electronic media will be free of viruses; and (c) anyone submitting Customer Data to Hyland for use in connection with the Hyland Cloud Service or Professional Services has the legal authority to do so, either through ownership of the Customer Data or by obtaining appropriate authorizations therefor, and that submission of Customer Data does not violate any contracts, agreements, or any applicable law. Customer is responsible for all Customer Data that is submitted to Hyland for use in connection with the Hyland Cloud Service or Professional Services.

## **9. INFRINGEMENT INDEMNIFICATION.**

9.1 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 Hyland Cloud Service 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 promptly 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 the 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 Hyland Cloud Service, or to replace the relevant

portions of the Hyland Cloud Service with other equivalent, non-infringing portions. If Hyland is unable to accomplish either of the options set forth in the preceding sentence, Hyland shall terminate this SaaS Schedule upon thirty (30) days advance written notice to Customer and refund to Customer the “unused portion of prepaid SaaS Fees” as defined below paid during the then current term (or applicable twelve-month period within the Initial Term). For these purposes, the “unused portion of prepaid SaaS Fees” shall mean an amount equal to the total SaaS Fees paid by Customer for the term (or applicable twelve-month period within the Initial Term) during which termination 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 termination occurs, and the denominator of which shall be twelve (12). Notwithstanding anything to the contrary, Hyland shall have no obligation to indemnify Customer against any claims made against Customer and otherwise described in this Section that arise from: (v) any Customer Data; (w) use of the Hyland Cloud Service other than as expressly permitted by this SaaS Schedule and the Agreement; (x) the combination of the Hyland Cloud Service or any component thereof with any product not furnished by Hyland; (y) the modification or addition of any component of the Hyland Cloud Service, other than by Hyland or any of its authorized resellers specifically retained by Hyland to provide such modification or addition; or (z) the Customer’s business methods or processes.

9.2 THIS SECTION 9 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 HYLAND CLOUD SERVICE.

**10. LIABILITY FOR CUSTOMER DATA INCIDENTS.**

10.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE CASE OF A CUSTOMER DATA INCIDENT (AS DEFINED IN THIS SCHEDULE), THE FOLLOWING SHALL APPLY IN LIEU OF SECTION 6.2 OF THE GENERAL TERMS SCHEDULE: THE MAXIMUM LIABILITY OF HYLAND (INCLUDING ITS AFFILIATES AND SUPPLIERS) ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED UNDER IT FOR A CUSTOMER DATA INCIDENT (AS DEFINED IN THIS SCHEDULE), WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, ALL FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO HYLAND (LESS ANY REFUNDS OR CREDITS) UNDER THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CUSTOMER DATA INCIDENT MULTIPLIED BY THE NUMBER INDICATED IN THE TABLE BELOW BASED ON CUSTOMER’S SERVICE CLASS AT THE TIME OF THE CUSTOMER DATA INCIDENT.

Service Class	Multiplier
Silver	1
Gold	2
Platinum	3
Double Platinum	4

10.2 Notwithstanding Section 6.1 of the General Terms Schedule, and subject to Section 10.1 of this Schedule, in the event of a Customer Data Incident, Hyland shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) providing notification of the Customer Data Incident to applicable government and relevant industry self-regulatory agencies, to the media and to individuals whose personal data may have been accessed or acquired, where required by law; and (b) providing credit monitoring service (where such service addresses the harm caused by the Customer Data Incident) to individuals who elect to receive such credit monitoring service and whose personal data may have been accessed or acquired, for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition.

**11. TERM; TERMINATION.**

11.1 Term. Subject to the termination provisions set forth in Section 1.2 of the General Terms Schedule and Section 11.1.1 below, the initial term of this SaaS 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 SaaS Schedule shall terminate at the end of the then current term.

11.1.1 If, in the reasonable opinion of Customer or Hyland, the compliance by either party with the terms of this SaaS Schedule will be in violation of any law or regulation implemented or modified after the commencement of Hyland Cloud Service provided pursuant to this SaaS Schedule, Customer or Hyland, as the case may be, may terminate this SaaS Schedule upon thirty (30) days written notice to the other party.

11.2 Additional Effects or Consequences of Termination. In addition to Section 1.3 of the General Terms Schedule, immediately upon any termination or expiration of this SaaS Schedule, Customer shall cease any and all uses of or access to the Hyland Cloud Service and Documentation.

11.3 Transition Period Upon Termination. Except in the case of termination by Hyland due to Customer's breach of this SaaS Schedule or the Agreement, in the event of any other termination of this SaaS Schedule or the Agreement, Hyland shall, upon Customer's request, continue to provide Hyland Cloud Service Support and access to the Hyland Cloud Service (except where Hyland is enjoined) pursuant to the terms of this SaaS Schedule and the Agreement for a period of up to ninety (90) calendar days following such a termination (the "Transition Period"), provided Customer pays all applicable SaaS Fees and Consumption Fees for such Transition Period plus an additional five percent (5%) of such fees. During such Transition Period, both parties will reasonably cooperate and use their reasonable efforts to provide for an orderly transition that is designed to minimize the disruption to Customer's business operations. Such cooperation and assistance will be limited to Professional Services consisting of consulting services and subject to Hyland's then-current rates for such Professional Services which will be set out in a purchase order or a Services Proposal in accordance with the Professional Services Schedule to the Agreement.

**12. COMPLIANCE WITH LAWS.** Subject to Section 11 above, Hyland agrees to comply in all material respects with all laws applicable to Hyland in its performance of services under this SaaS Schedule.

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