

## **NUXEO SUBSCRIPTION TERMS**

These Nuxeo Subscription Terms forms part of the Hyland Master Agreement or any other agreement between Customer and Hyland (the "Agreement"), which incorporates these Nuxeo Subscription Terms by reference.

All capitalized terms used in these Nuxeo Subscription Terms shall have the meaning ascribed them herein or, if not defined herein, the General Terms Schedule or the Subscription Schedule.

### **DEFINITIONS.**

"Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Nuxeo Services.

"Client Application" means an installation of Nuxeo Platform with specific configuration files that enable the performance of a task or related group of tasks.

"Nuxeo Instance" means the equivalent to a Java Virtual Machine (JVM) running the Nuxeo Platform. A Nuxeo Instance may also be referred to as a Nuxeo Server and may be illustrated as a Nuxeo Server, Nuxeo Node or equivalent in an architecture diagram.

"Nuxeo Marketplace" means the marketplace that makes connectors, integrations, extensions, plug-ins, packages and other optional components that provide additional configurable features for use in development and operation of Client Applications.

"Nuxeo Platform" means the platform that supports design, testing, integration, execution and maintenance of Client Applications.

"Nuxeo Services" shall mean the Nuxeo services, including Nuxeo Studio, provided by Hyland by means of access to certain content and use of the features and functionality of software applications, solely to the extent set forth and further described in, and as limited by, the applicable Purchase Table Schedule or Order Forms executed by the parties.

"Nuxeo" means products and services branded by Hyland as Nuxeo and licensed or purchased, as applicable, under the terms of the Agreement.

"Nuxeo Studio" means the tool used to configure Client Applications on the Nuxeo Platform, and if purchased pursuant to an Order Form, includes Studio Branch Management and/or Studio Projects.

"Pre-Production Environment" or "Non-Production Environment" means a collection of Nuxeo Instances comprising the environment containing full or partial production quality data, hardware and software needed to perform production support, staging, or other pre-production activities.

"Production Environment" means a collection of Nuxeo Instances comprising the environment containing final

production data, hardware, and software needed to perform the day-to-day operations of Customer.

“Service Limits” means the limitations set forth in either the Purchase Table Schedule or an Order Form relating to Nuxeo Services.

“Studio Branch Management” means an advanced feature of Nuxeo Studio that enables the Nuxeo Studio User to create, manage and delete development branches without impacting the master branch.

“Studio Project” means a workspace in Nuxeo Studio to configure one (1) Client Application.

**1. NUXEO LICENSE TERMS.** The parties acknowledge and agree that, except for Sections 1.1 – 1.4, 1.10 and 1.12 of the Subscription Schedule (the “Excluded Terms”), the Nuxeo Services shall be deemed to be “Software” for purposes of the Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that, in addition to the terms of the Agreement (other than the Excluded Terms), Customer’s use of the Nuxeo Services shall be subject to the following license terms:

(A) Nuxeo Services Access and Use. Subject to Customer’s payment in full of the Subscription Fees, and subject further to Customer’s compliance with this Agreement, Hyland grants to Customer a revocable, non-exclusive, non-transferable right to access the features and functions of the applicable Nuxeo Services ordered by Customer during the term of the Subscription Schedule and up to the Service Limits. On or as soon as reasonably practicable after the Effective Date of this Agreement or as set forth in the applicable Order Form for the purchase of Nuxeo Services, Hyland shall provide to Customer the necessary Access Protocols to allow Customer to access the Nuxeo Services, which may include the following as set forth in the applicable Purchase Table Schedule or Order Form:

(i) *Nuxeo Studio.* Hyland will provide Customer with access to Nuxeo Studio, which is a cloud portal application and includes Hyland’s continuous maintenance of Nuxeo Studio, and Hyland’s provision of technical support according to the Maintenance and Support provisions set forth in the Subscription Schedule. Hyland will provide access to Nuxeo Studio in accordance with the Nuxeo Studio Service Level Agreement attached hereto. Hyland shall, at its own expense, provide for the hosting of the Nuxeo Studio which is accessible as part of the Nuxeo Services, provided that nothing herein shall be construed to require Hyland to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer to provide access from the internet to the Nuxeo Services. Customer is solely responsible for managing the Nuxeo Platform. Should Customer wish to purchase cloud services to have Hyland manage Customer’s Nuxeo Platform, Hyland and Customer shall enter into a separate Order Form or an amendment to this Agreement for such cloud services which may be subject to an additional Schedule or terms added to an Order Form.

(ii) *Nuxeo Platform Incremental Maintenance Releases and Technical Support.* Customer expressly acknowledges and agrees that Customer’s use of the Nuxeo Platform is solely governed by the Apache 2.0 open source license provided with the Nuxeo Platform and this Agreement does not impact any rights and obligations with respect to the Nuxeo Platform. During the term of the Subscription Schedule, Hyland will provide to Customer Nuxeo Platform maintenance releases, when and if released, and Nuxeo Platform technical support according to the Maintenance and Support provisions set forth in the Subscription Schedule. Maintenance release source code may be made available to Customer upon request. Maintenance releases, including any source code and generated object code may only be used and deployed on approved Nuxeo Instances as part of the Nuxeo Services during the term of the Subscription Schedule. Maintenance releases are not subject to the Nuxeo Platform license terms until such time as they are made generally available and released as part of the Nuxeo Platform.

(B) Nuxeo Marketplace. Hyland will provide Customer with access to the Nuxeo Marketplace where Customer can access additional connectors, integrations, extensions, plug-ins, packages and other optional components. For the avoidance of doubt, some of the items available for access on the Nuxeo Marketplace may carry additional cost and terms.

(C) Reporting and Auditing. Customer shall notify Hyland promptly if the actual number of Nuxeo Instance(s) utilized

by Customer exceeds the number of Nuxeo Instance(s) permitted (and for which Subscription Fees have been paid) under this Agreement. In its notice, Customer shall indicate the number of additional Nuxeo Instances and the date(s) on which such Nuxeo Instances were first used. Hyland shall invoice Customer for such additional Nuxeo Instances on a pro rata basis, and Customer shall pay such invoices in accordance with the General Terms Schedule unless otherwise stated on an applicable Order Form. If Hyland audits Customer's use of Nuxeo Instances in accordance with the Subscription Schedule and discovers underreported Nuxeo Instances, Hyland will give Customer written notice of the noncompliance, including the number of underreported Nuxeo Instances, and a new or adjusted invoice to account for the underreporting Instances. Customer shall have fifteen (15) days from the date of the applicable invoice to make payment to Hyland for the underreported Nuxeo Instance(s). If the audit reveals that Customer underreported more than one Nuxeo Instance, Customer shall pay Hyland for the reasonable costs incurred to perform the audit.

(D) Use of Customer Content. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all data, media and content provided by Customer through its use of the Nuxeo Services (collectively, "Customer Content"). Customer retains all right, title and interest in and to the Customer Content, and Hyland acknowledges that it neither owns nor acquires any additional rights in and to the Customer Content not expressly granted by this Agreement. Subject to the foregoing, Customer hereby grants Hyland a non-exclusive, non-transferable right and license to use the Customer Content during the term of the Agreement for the limited purposes of performing Hyland's obligations under this Agreement. Customer hereby represents and warrants that it owns or otherwise has sufficient rights to grant Hyland access to the Customer Content to the extent necessary to perform the Nuxeo Services, and/or Professional Services in accordance with the terms of the Agreement. Customer acknowledges and agrees that Hyland may also use the Customer Content in an aggregate or de-identified format to develop and improve the Nuxeo Services and other services.

## 2. CUSTOMER RESPONSIBILITIES.

(A) Customer Content. Customer and its end users of Client Applications may access the Customer Content and shall be responsible for all changes to and/or deletions of Customer Content and the security of all passwords and other access protocols required in order to access the Nuxeo Services.

(B) Back-Up and Archival. Customer is solely responsible for the back-up and archival of the Customer Content, and Hyland expressly disclaims any obligation to provide any advice or assistance in such respect, and disclaims any liability for damages in respect of any failure of any back-up or archival. Hyland assumes no obligations to back up and/or archive Customer Content.

(C) Security. Customer shall be solely responsible for the security of the environment in which it uses the Nuxeo Platform and deploys Client Applications and for determining whether the security of such environment is commensurate with Customer's needs.

**3. AVAILABILITY OF CUSTOMER DATA UPON TERMINATION.** Upon termination (including non-renewal) of this Agreement, Hyland will make available, and Customer may access and retrieve, all customer data, including Customer Content, application configuration, metadata, and binaries for both Production and Non-Production environments to Customer for 60 days after termination; thereafter, all such data, including Customer Content, will be deleted. The information will be shared in the form of application configuration files, database backup, XML files and binaries. Notwithstanding the foregoing, any knowledge transfer/sharing of methodologies or technologies used to host Nuxeo Studio will not be included.

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## Nuxeo Studio – Service Level Agreement

### 1. Service Availability SLA ("Availability SLA").

(i) **Studio Uptime.** Hyland will provide access to Nuxeo Studio through Hyland's online services portal with a **99.9%**

availability target (the “**Availability Target**”), excluding planned maintenance which, if needed, will occur no more than once per week during the Maintenance Window (between 12:00 AM and 2:00 AM U.S. Eastern Time). The Maintenance Window may be adjusted to accommodate non-peak usage times and will be used for standard deployment of new configurations, patches, and Customer requested updates.

**(ii) Availability.** The “**Availability Percentage**” shall be calculated as follows:

$$x = ((n - y)/n) * 100$$

Where:

- o **x** = Availability Percentage (expressed as percentage rounded to 2 decimal place)
- o **n** = hours Nuxeo Studio is available in a given month (excluding the Maintenance Window)
- o **y** = hours Nuxeo Studio is unavailable in a given month (excluding the Maintenance Window)

**(iii) Measurement.** Hyland will measure Availability Percentage on a monthly basis and will provide Customer, when requested, with a report to include the total and average daily end-to-end availability of Nuxeo Studio. Hyland will be deemed to have not met the Availability Target for a given month if the measurement of the Availability Percentage for such month is less than the Availability Target.

**(iv) Credit Procedure.** If Hyland fails to meet the Availability Target for a given month, Hyland will provide Customer, upon Customer’s written request, with a credit (an “**SLA Credit**”) as calculated in the table below. SLA Credits shall be calculated on a monthly basis on a pro rata basis based on the annual pricing for the Nuxeo Services in an applicable Order Form. SLA Credits will be reported and assessed within thirty (30) days after the end of each calendar month. SLA Credits may be used by Customer for any future purchase or renewal of Nuxeo Services, and Hyland will not provide any refunds of fees already paid from Customer to Hyland. Subject to Section 2 of this Service Level Agreement, SLA Credits are Customer’s sole and exclusive remedy in the event of a failure to meet the Availability Target.

SLA	SLA Credits
Nuxeo Studio Availability SLA	<b>2.5%</b> of the fee for the Nuxeo Services for the applicable month (calculated pro rata) for each 0.25% below the Availability Target

**2. Chronic Unavailability.** Customer may terminate this Agreement immediately upon written notice (and without further opportunity to cure) if Hyland fails to meet the Availability Target for three (3) consecutive months or for four (4) months out of any rolling twelve (12) month period (a “**SLA Termination Event**”). Customer’s failure to elect such termination right within sixty (60) days of such right arising (i.e., upon receipt of a Customer requested performance report indicating the third or fourth un-met Availability Target, as applicable) will be a permanent waiver of such termination right, but only with respect to such right accruing in such month.

**3. Performance Exceptions.** Hyland will be excused for performance failures, and such failures will not be used for purposes of calculating SLA Credits or determining whether a SLA Termination Event has occurred, to the extent such failure was caused by (i) a Force Majeure event or (ii) Customer’s or Customer’s agent or contractor’s act or omission, provided Hyland provides notice to Customer of such failure and demonstrates that (x) Customer’s act or omission was the direct cause of Hyland’s inability to perform; and (y) Hyland could not have continued performance by using reasonable methods, activities and procedures.