

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

As of the Effective Date of the Incorporating Document (as defined below), this Software-As-A-Service Schedule (this "SaaS Schedule") is part of the Hyland Master Agreement, Order Form or any other agreement or document entered into between Customer and Hyland, which incorporates this SaaS Schedule by reference (the "Incorporating Document"). As used herein, the "Agreement" means the Incorporating Document, inclusive of this SaaS Schedule.

### **DEFINED TERMS**

All capitalized terms used in this SaaS Schedule shall have the meaning ascribed them in this SaaS Schedule or, if not defined in this SaaS Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this SaaS Schedule or the General Terms Schedule, they shall have the meaning ascribed to them elsewhere in this Agreement. In the event the same defined term is defined in two (2) or more Schedules, the term shall be given the meaning defined in each Schedule with respect to that Schedule, and, if the term is also used within this Schedule, this Schedule shall be interpreted to include all definitions, as the context requires.

"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 Order Form 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: (a) to the extent available, the "Help Files" included in the Hyland Cloud Service, or (b) 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, through which the Customer will access the Software and Customer Data stored using the Software.

"Hyland Cloud Service Support" means the services described in this SaaS Schedule.

"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, along with the associated documentation.

"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.

“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, unless otherwise defined in the General Terms Schedule, and as used in this SaaS Schedule, (a) the initial term for which Customer has purchased products or services governed by this SaaS Schedule as set forth on the applicable Cover Page, Purchase Table Schedule, or Incorporating Document for such product or service; or (b) if an initial term is not set forth as described in (a), the three (3) year period that begins on the date of Hyland’s acceptance of the applicable purchase order.

“Order Form” means, unless otherwise defined in the General Terms Schedule, and as used in this SaaS Schedule, an Incorporating Document (or a Purchase Table included in an Incorporating Document) describing the Software or other products or services purchased, associated fees, and other terms agreed to by the parties.

“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 Order Form.

“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 applicable service level commitment purchase by Customer, as described in the Service Class Manual.

“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 its 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 Agreement. The initial Service Class purchased by Customer is set forth in the initial Order Form. 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 Agreement. 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 Agreement. 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. In connection with any termination or expiration of this SaaS Schedule for any reason, Hyland will send a notice to Customer (which notice may be by email to the last known Customer contact) (the “Data Extraction Notice”), advising Customer that the Customer Data will remain accessible for a period of thirty (30) days after the date of such Data Extraction Notice, during which period Customer may extract such Customer Data. If Customer desires assistance with Customer Data extraction, Hyland may provide such services subject to the execution of a mutually agreed upon Services Proposal. Customer acknowledges and agrees that thirty (30) days after the date of such Data Extraction Notice, Hyland shall 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.

1.4 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 Agreement or Schedule (as the case may be) 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 Agreement or SaaS Schedule (as the case may be), Hyland grants to Customer a revocable, non-exclusive, non-assignable (except as otherwise expressly provided herein), 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 Agreement or SaaS Schedule (as the case may be). 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 Agreement or SaaS Schedule (as the case may be) 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 the required 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: (a) no longer function if applicable volume limits have been exceeded; (b) require Customer to pay additional fees based on Customer’s volume usage; or (c) 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 Software and/or any Hyland Cloud Services are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. Such Software and/or Cloud Services are not designed or intended for use in any situation where failure or fault of any kind of the Software and/or Cloud Services could lead to death or serious bodily injury to any person, or to severe physical or environmental damage (“High Risk Use”). The Software and/or any Hyland Cloud Service is not licensed by Hyland to use 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 or Cloud Services 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 to indemnify and hold harmless Hyland from any third-party claim arising out of Customer's or its Contractors use of the Software and/or Cloud Services 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 Acceptable Use Policy. Customer agrees to comply with the Acceptable Use Policy, available at <https://legal.hyland.com/Customer-Legal-Center#acceptable-use-policy-attachment>. Customer acknowledges that a violation of the Acceptable Use Policy shall be considered a Prohibited Act.

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 for Initial Setup Fees upon Hyland's acceptance of the applicable initial order and subsequent orders for each purchase of Software for the Hyland Cloud Service, and such invoice shall be due and payable to Hyland in accordance with this Agreement.

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 Order Form. 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 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 then-current data storage allocation.

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 unless otherwise stated on an Order Form. 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 additional terms.

3.5 Other Fees. If, upon mutual agreement of the parties, Hyland provides any other services or deliverables that are not covered by the fees and charges described herein, Hyland will invoice 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 Software, Add-On Services, and the Hyland Cloud Service, as the case may be, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of the Agreement and/or the Delivery of the Software, Add-On Services and Hyland Cloud Service, as the case may be, the U.S. Government hereby agrees that the Software, including the Hosted 3rd Party Software included in the Hyland Cloud Service, and Add-On Services, as the case may be, 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, Add-On Services or Hyland Cloud Service, as the case may be, to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software, Add-On Services and Hyland Cloud Service, or Documentation, as the case may be, 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 attached hereto.

(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*.

(i) *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.

(ii) 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 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 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. Hyland is not responsible for providing, or obligated to provide, Hyland Cloud Service Support: (a) 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; (b) 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; (c) 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; (d) 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 (e) 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.

5.3 Professional Services. Customer agrees that the Professional Services Terms, available at <https://legal.hyland.com/Customer-Legal-Center#professional-services-schedule> shall apply to all Professional

Services (as that term is defined in the Professional Services Terms) provided by Hyland for Customer.

**6. SECURITY.** During the term of this Agreement or this SaaS Schedule (as the case may be), 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 attached hereto as the 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 shall designate its Customer Security Administrator. "Customer Security Administrators" (also referred to as "CSA" or "CSAs") are individuals designated by Customer who are authorized to submit Hyland Cloud Service configuration change requests, speak authoritatively on behalf of Customer's Hyland Cloud Service and shall receive and provide, as applicable, all notifications related to maintenance, security, service failures and the like. If Customer fails to designate the initial CSA, Hyland may at its option, designate the initial CSA as the individual who executed the Agreement on behalf of Customer.

(h) 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 Agreement or this SaaS Schedule (as the case may be) 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 Agreement or this SaaS Schedule (as the case may be) 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: (a) any component of the Hyland Cloud Service 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, or (c) 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 granted by Hyland under this Section 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 Agreement or this SaaS Schedule (as the case may be) with respect to the non-conforming component, in which event, upon compliance by Customer with its obligations under this Agreement or this SaaS Schedule (as the case may be), Hyland will refund or cause to be refunded to Customer 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 (if any) 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 (if any).

## **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, 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 Agreement or this SaaS Schedule (as the case may be) 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 herein; (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 channel partners specifically retained by Hyland to provide such modification or addition; or (z) the Customer’s business methods or processes.

9.2 THIS SECTION 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 OF THE GENERAL TERMS SCHEDULE: THE MAXIMUM LIABILITY OF HYLAND (INCLUDING ITS AFFILIATES AND SUPPLIERS) ARISING OUT OF OR RELATED TO THIS 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 THIS 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 termination for breach section of the General Terms Schedule, the initial term of this Schedule will be the Initial Term; and such term will automatically renew thereafter for successive Renewal Terms, unless and until either party provides at least thirty (30) days advance written notice of non-renewal, in which case the Agreement shall terminate at the end of the then current term. "Renewal Terms" shall be a period of one (1) year each unless a renewal Order Form defines a different Renewal Term for the applicable renewal period. The Schedule will not terminate unless and until all Software subscriptions purchased have terminated or expired.

11.1.1 If, in the reasonable opinion of Customer or Hyland, the compliance by either party with the terms of the Agreement will be in violation of any law or regulation implemented or modified after the Effective Date, Customer or Hyland, as the case may be, may terminate the applicable license or services under the Agreement, upon thirty (30) days written notice to the other party.

11.2 Additional Effects or Consequences of Termination. In addition to the obligations set forth in 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, upon Customer's request, Hyland will use good faith efforts to enter into an amendment or Services Proposal pursuant to which Customer may continue to access the Hyland Cloud Service pursuant to the terms of this SaaS Schedule and the Agreement for a period following the expiration or termination of the SaaS Schedule (the "Transition Period"). Any such amendment or Services Proposal shall be subject to Customer's payment of mutually agreed upon fees, including SaaS Fees, Consumption Fees and any fees for Professional Services related to such Transition Period.

**12. COMPLIANCE WITH LAWS.** Subject to the Term and Termination provisions set forth above, Hyland agrees to comply in all material respects with all laws applicable to Hyland in its performance of services under this SaaS Schedule.

**13. ADDITIONAL TERMS AND CONDITIONS.** If Hyland is a Hyland company set forth below, the additional or alternative terms and conditions set forth on the applicable Additional Terms Exhibit shall apply:

Hyland Company Additional Terms Exhibit

Hyland Software Brasil LTDA. Exhibit A

Hyland Software Germany GmbH Exhibit B

**14. CONTROLLING LANGUAGE.** Hyland may make other versions of this SaaS Schedule available in other languages at this online location. This English language version of this SaaS Schedule controls over any version of the SaaS Schedule made available at this online location in another language if the Incorporating Document is in English. If the Incorporating Document is in a language other than English (such language, the "Other Language"), but this SaaS Schedule is not made available at this online location in the Other Language, this English language version controls over any other version of the SaaS Schedule that may be made available at this online location in another language.

**Exhibit A**

**Hyland Software Brasil LTDA Additional Terms Exhibit**

If Hyland is Hyland Software Brasil LTDA this Exhibit A shall apply:

1. The SaaS Fees Section of this SaaS Schedule shall be replaced in its entirety as follows:

Customer shall pay SaaS Fees to Hyland for the Hyland Cloud Service in such amounts as are invoiced by Hyland; provided, that during the first year of the Initial Term, Customer shall pay SaaS Fees to Hyland for the Hyland Cloud Service as initially composed in accordance with the initial Order Form. Hyland will adjust the SaaS Fees annually on each anniversary of the Effective Date by the last known accumulated value of IPCA at the time Hyland issues the invoice for SaaS Fees. For all purposes, "IPCA" means the Índice de Preços para o Consumidor Amplo, as measured by IBGE, or any index created to replace this index. Hyland will invoice Customer on or after the Effective Date for SaaS Fees for the first year of the Initial Term. 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.

**Exhibit B**

**Hyland Software Germany GmbH Additional Terms Exhibit**

If Hyland is Hyland Software Germany GmbH this Exhibit B shall apply:

1. The last sentence of the No High Risk Use Section of the SaaS Schedule shall be replaced with the following:

Customer agrees to indemnify and hold harmless Hyland from any third-party claim arising out of Customer's culpable breach of this Section with regard to the use of the Software and/or Hyland Cloud Service in connection with any High Risk Use.

2. The following provision shall be added to the Customer Limited Warranty Section of the SaaS Schedule:

Any statutory rights of the Customer regarding any damages resulting from the breach of the above Software warranty shall remain unaffected subject to the express terms of the Agreement. Warranty for only insignificant reductions in the suitability of the performance is excluded. The strict liability according to Sec. 536a (1) of German Civil Code for defects that already existed at the time of conclusion of this SaaS Schedule is excluded.

3. Section 9.2 of the SaaS Schedule shall not apply.

4. Section 10.1 of the SaaS Schedule shall be replaced in its entirety as follows:

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 THE LIMITATION OF LIABILITY IN THE GENERAL TERMS SCHEDULE (EXCEPT WHERE HYLAND'S LIABILITY IS UNLIMITED PURSUANT TO THE GENERAL TERMS SCHEDULE): THE MAXIMUM

LIABILITY OF HYLAND (INCLUDING ITS AFFILIATES AND SUPPLIERS) ARISING OUT OF OR RELATED TO THIS 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 THIS 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.

*The most current version of this page shall be such in effect as of 12:00am EST of the date stamped on such online version.*

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