

AGENDA MEDIA SCHEDULE

As of the Effective Date of the Incorporating Document (as defined below), this Agenda Media Schedule (this “Agenda Media Schedule”) is made part of the Hyland Master Agreement, Order Form or any other agreement or document entered into between Customer and Hyland, which incorporates this Agenda Media Schedule by reference (the “Incorporating Document”). As used herein, the “Agreement” means the Incorporating Document, inclusive of this Agenda Media Schedule.

DEFINED TERMS

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

“Agenda Media Service” means software as a service that gives Customer the ability to provide live and video-on-demand streaming of Customer Data (as defined below) to Agenda Media Users through Customer’s OnBase Agenda module.

“Agenda Media Service Fee” means the annual amounts invoiced by Hyland to Customer and payable by Customer to Hyland for use of Agenda Media Service.

“Agenda Media Service Term” means the Initial Agenda Media Service Term and all Renewal Agenda Media Service Terms, each as defined in Section 1(e) below.

“Agenda Media User” means any person who views or otherwise accesses Customer Data through Customer’s licensed instance of the OnBase Agenda module.

“Consumption Fees” means the amounts payable by Customer for the Customer Data Streaming Usage in excess of the data streaming limitation for the Agenda Media Service for which the Customer has paid.

“Customer Data” means Customer’s media files stored by Hyland within Hyland’s data centers for the provision of the Agenda Media Service.

“Customer Data Streaming Usage” means the amount of terabytes consumed by Customer through the streaming of Customer Data in the Agenda Media Service.

“Hosted Media Software” means the software used within the hosted environment and accessed by Customer and Agenda Media Users when using the Agenda Media Service. Hosted Media Software does not include the OnBase Agenda module, which is licensed to Customer as Software under a Software License Schedule or separate license agreement, or made available to Customer as part of a Hyland hosted solution.

“Permitted Uses” means use of the Agenda Media Service by Customer to store and view Customer Data, and use by Agenda Media Users to view such Customer Data, each through Customer’s licensed instance of the OnBase Agenda module and in accordance with the terms of this Agenda Media Schedule.

1. AGENDA MEDIA SERVICE. The Agenda Media Service will be provided by Hyland during the Agenda Media Service Term, subject to the following terms:

(a) Fees.

(i) *Agenda Media Service Fees*: During the Agenda Media Service Term, Hyland will invoice the Agenda Media Service Fee annually, in advance, and Customer shall pay such invoices in accordance with the General Terms Schedule. Hyland will invoice Customer for the Agenda Media Services Fees for the Initial Agenda Media Service Term on or after the Effective Date, and such invoice shall be due and payable in accordance with the General Terms Schedule. For any subsequent Agenda Media Service Renewal Term, Hyland will invoice Customer for the Agenda Media Services Fees at least thirty (30) days prior to the beginning of such Agenda Media Service Renewal Term, and such invoice shall be due and payable by Customer to Hyland before the beginning of such Agenda Media Service Renewal Term.

(ii) *Consumption Fees*: At least ninety (90) days prior to any Agenda Media Service Renewal Term, Hyland will obtain a consumption report to determine the average monthly Customer Data Streaming Usage (the "Annual Consumption Report"). If, based on such Annual Consumption Report, Hyland determines that Customer Data Streaming Usage in the Agenda Media Service exceeds Customer's then-current Customer Data Streaming Usage allotted based upon fees paid by Customer, Hyland will increase Customer's streaming data allocation in order to align with the Annual Consumption Report and increase fees for the following Agenda Media Service Renewal Term. Hyland will invoice Customer for any such fees, and such invoice shall be due and payable in accordance with the General Terms Schedule.

(b) Use of the Agenda Media Service. Subject to the payment of the Agenda Media Service Fee and Customer's compliance with the terms of the Agreement, Customer may use the Agenda Media Service and permit Agenda Media Users to use the Agenda Media Service for Permitted Uses only. Customer acknowledges and agrees that Hyland provides the Agenda Media Services to other customers and that Customer's and Agenda Media Users' use of the Agenda Media Service is on a non-exclusive basis. Customer will prevent unauthorized use of the Agenda Media Service by Agenda Media Users and terminate any unauthorized use of or access to the Agenda Media Service. All use of the Agenda Media Service by Customer is subject to the Agenda Media Service Acceptable Use Policy, attached hereto as Exhibit A to this Agenda Media Schedule.

(c) Hosted Media Software; Prohibited Acts. Customer is licensed to use the Hosted Media Software solely in connection with Permitted Uses of the Agenda Media Service and only during the Agenda Media Service Term. Customer acknowledges and agrees that, upon request of Microsoft Corporation, as a supplier of Hosted Media Software, Hyland may disclose to Microsoft Customer's name, address, and the Microsoft products used by Customer through the Agenda Media Service. Customer agrees that Customer and its Agenda Media Users shall not:

- (i) remove any Hyland notices or copyright, trademark or other proprietary rights notices that appear in Hosted Media Software or during the use of Hosted Media Software;
- (ii) sell, transfer, rent, lease or sub-license the right to use Hosted Media Software or any components thereof to any third party;
- (iii) alter, modify the Hosted Media Software;
- (iv) reverse engineer, disassemble, decompile or attempt to derive source code from Hosted Media Software or any components, or prepare derivative works therefrom;
- (v) use the Agenda Media Service or permit it to be used in violation of the Agenda Media Service Acceptable Use Policy;
- (vi) use of the Agenda Media Service or permit it to be used for processing of third party data, documents or content as a service bureau, application service provider, business process outsource provider or otherwise; or
- (vii) use of Hosted Media Software or permit it to be used in connection with (i) the design, creation, development, enhancement or improvement of any similar service or solution or (ii) any High Risk Use, as defined in the Agreement.

(d) Availability of the Agenda Media Service. Hyland will make the Agenda Media Service available to Customer during the Agenda Media Service Term; and Hyland will use reasonable efforts to provide such availability 24 hours a day, 7 days a week, except for scheduled or unscheduled downtime for maintenance and support. Hyland may temporarily suspend the availability of the Agenda Media Service if the continued availability of the Agenda Media Service would jeopardize the security of the Agenda Media Service, including, without limitation, in the cases of hacking, denial of service attacks or other malicious activities. Maintenance and Support of the Software does not apply to the Agenda Media Service. For clarity, and applicable only to Customers who used a Hyland hosted solution, the terms of the Customer Process Manual and Service Class Manual applicable to such hosted services do not apply to the Agenda Media Service.

(e) The Agenda Media Service Term. Subject to the early termination provisions of the Agreement, the initial term of the Agenda Media Service will be the Term Length identified in the Incorporating Document (“Initial Agenda Media Service Term”), and such term will automatically renew thereafter for successive terms of one (1) year each (each, an “Agenda Media Service Renewal Term”), unless and until either party provides at least thirty (30) days advance written notice of non-renewal, in which case the Agenda Media Service Term will terminate at the end of the then-current term. Notwithstanding the foregoing, the Agenda Media Service Term shall terminate upon any termination of the Customer’s license to use the OnBase Agenda module, this Agenda Media Schedule or the Hyland hosted solution through which Customer uses the OnBase Agenda module.

(f) Suspension or Termination of Access and Use. Hyland may suspend or terminate access to the Agenda Media Service by Customer and/or Agenda Media Users for: (i) any violation of this Agenda Media Schedule, including, but not limited to, Customer’s failure to pay any fees under Section 1 of this Agenda Media Schedule; (ii) any unauthorized access to or use of the Agenda Media Service by Customer or Agenda Media Users; (iii) Customer’s or any Agenda Media Users’ use of the Agenda Media Service in a manner that (1) could disrupt the Agenda Media Service or the Agenda Media Service infrastructure or that could adversely affect the access to and use of the Agenda Media Service by any other customer of Hyland, or (2) Hyland reasonably believes could cause legal liability to Hyland; (iv) reasonable suspicion of or detection of any malicious code, virus or other harmful code introduced by Customer or any Agenda Media User; or (v) Customer’s use of excessive storage capacity or bandwidth when compared to other users. Hyland may also terminate or suspend access through the Agenda Media Service to any particular media file should Hyland determine that access by Agenda Media Users to such media file is excessive when compared to access by users of other media files. If Hyland ends or terminates any access in accordance with this provision, it will promptly notify Customer of such action.

(g) Customer Data. Customer retains all rights of Customer to the Customer Data, provided that Customer grants to Hyland and its contractors the right to transmit, store, process, use and disclose Customer Data solely to the extent necessary to provide the Agenda Media Service in accordance with this Agenda Media Schedule and as otherwise permitted in the Agreement. Customer represents and warrants to Hyland that Customer has all rights in all Customer Data necessary for Customer and Agenda Media Users to use the Agenda Media Service and view the Customer Data. Customer also represents and warrants to Hyland that the transmission, storage, processing, display and use of all Customer Data as contemplated herein do not violate any applicable laws, rules or regulations. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright and other intellectual property rights of all Customer Data. Hyland has no responsibility or liability for the retention, deletion, correction, destruction, damage to, loss of or failure to store any Customer Data. Customer shall comply with and fulfill all legal duties applicable to Customer arising out of, related to or based upon the Customer storing or making Customer Data available to Agenda Media Users. Without limiting the generality of the foregoing, Customer shall be responsible for obtaining any consents or providing any notices required under applicable privacy or publicity laws, rules or regulations for Customer’s use of the Agenda Media Service and its storing and permitting the viewing of Customer Data by Agenda Media Users. Customer Data will be stored in data centers located in the United States.

(h) Return of Customer Data. Hyland advises that Customer save a copy of all Customer Data within its OnBase Agenda module. Upon termination or expiration of the Agenda Media Service Term or this Schedule for any reason, if Customer requests in writing that Hyland export Customer Data stored within the Agenda Media Service, such additional service will be subject to a separate, fee-based Professional Services engagement. Customer acknowledges and agrees that if Customer has not provided such request to Hyland within forty-five days following the termination or expiration of the Agenda Media Service Term, Hyland shall delete all such Customer Data from all data centers, including backup copies. If Customer is migrating to Agenda Media Service from Sire video service, Customer acknowledges and agrees that Hyland may decommission the Sire video service upon completion by Hyland of the migration to Agenda Media Service.

(i) Ownership; Warranty Disclaimer; Limitation of Liability. For clarity, the Ownership, Warranty Disclaimer; and Limitation of Liability provisions of the General Terms shall apply in their entirety to the Agenda Media Service and any components of the Agenda Media Service.

2. MEDIA PLAYER. Customer acknowledges that the Agenda Media Service utilizes a media player licensed from a third party (currently, JW Player) (the “Third Party Media Player”) that is included in the OnBase Agenda module, which has been or is being separately licensed or made available from Hyland to Customer. Notwithstanding the terms of any license to the OnBase Agenda module, the following terms nonetheless apply to the Third Party Media Player as a third party component to such software module:

(a) The Third Party Media Player is licensed to Customer only for the Agenda Media Service Term. Upon any termination or expiration of the Agenda Media Service Term, Customer shall cease all use of the Third Party Media Player, and cause the Agenda Media Users to cease use of

the Third Party Media Player, and return it to Hyland or delete all copies of it. Customer also acknowledges that, during the Agenda Media Service Term, the Agenda Media Service may be modified or enhanced to support the use of a different media player. In such case, Hyland may choose to replace the Third Party Media Player with another media player, and Customer will cooperate with Hyland to replace the Third Party Media Player with such different media player, upon these same terms and with reasonable notice by Hyland.

(b) Except as otherwise stated in this Section, Third Party Media Player shall be considered “Software” under the terms of the Agreement.

3. TERMINATION.

3.1 In addition to the termination provisions set forth in the Termination Section of the General Terms Schedule and the Agenda Media Service Term Section of this Agenda Media Schedule, either party may terminate this Schedule for any reason, upon not less than thirty (30) days advance written notice to Hyland to such effect.

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

3.2 Additional Effects or Consequences of Termination. In addition to the Certain Effects or Consequences of Termination; Survival of Certain Provisions Section of the General Terms Schedule, immediately upon any termination or expiration of this Schedule, Customer shall cease any and all uses of or access to the Agenda Media Service.

4. CONTROLLING LANGUAGE. Hyland may make other versions of this Agenda Media Schedule available in other languages at this online location. This English language version of this Agenda Media Schedule controls over any version of the Agenda Media 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 Agenda Media Schedule is not made available at this online location in the Other Language, this English language version controls over any other version of the Agenda Media Schedule that may be made available at this online location in another language.

EXHIBIT A **TO AGENDA MEDIA SERVICE SCHEDULE** **ACCEPTABLE USE POLICY FOR THE AGENDA MEDIA SERVICE**

I. INTRODUCTION: This Acceptable Use Policy (this “AUP”) applies to all access and use of the Agenda Media Service by any Customer which has purchased the Agenda Media Service from Hyland. This AUP is designed to protect the security, integrity, reliability and privacy of Hyland’s networks for all its Agenda Media Service customers.

Customer’s use of the Agenda Media Service constitutes Customer’s acceptance of the terms and conditions of this AUP in effect at the time of such use. Hyland reserves the right to modify this policy at any time effective immediately upon Hyland’s posting of the modification or revised AUP on Hyland’s website: <https://www.hyland.com/community>.

II. CUSTOMER’S OBLIGATIONS:

A. Customer is responsible for any misuse of the Agenda Media Service. Therefore, Customer must take all reasonable precautions to protect access and use of any the Agenda Media Service that it uses.

B. Customer shall not use the Agenda Media Service in any manner in violation of applicable law including, but not limited to, by:

- (i) Infringing or misappropriating intellectual property rights, including copyrights, trademarks, service marks, software, patents and trade secrets;
- (ii) Engaging in the promotion, sale, production, fulfillment or delivery of illegal drugs, illegal gambling, obscene materials or other products and services prohibited by law. Similarly, soliciting illegal activities is prohibited even if such activities are not actually performed;
- (iii) Displaying, transmitting, storing or making available child pornography materials;
- (iv) Transmitting, distributing or storing any material that is unlawful, including encryption software in violation of U.S. export control laws, or that presents a material risk of civil liability to Hyland;
- (v) Displaying, transmitting, storing or publishing information that constitutes libel, slander, defamation, harassment, obscenity, or otherwise violates the privacy or personal rights of any person;
- (vi) Displaying or transmitting obscene, threatening, abusive or harassing messages; or
- (vii) Promoting, offering or implementing fraudulent financial schemes including pyramids, illegitimate funds transfers and charges to credit cards.

C. Customer shall not use the Agenda Media Service to engage in any of the following:

- (i) Interfering with, gaining unauthorized access to or otherwise violating the security of Hyland's or another party's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing, including, but not limited to, use in the development, distribution or execution of Internet viruses, worms, denial of service attacks, network flooding or other malicious activities intended to disrupt computer services or destroy data;
- (ii) Interfering with Hyland's network or the use and enjoyment of the Agenda Media Service received by other authorized Customers;
- (iii) Promoting or distributing software, services or address lists that have the purpose of facilitating spam;
- (iv) Providing false or misleading information in message headers or other content, using non-existent domain names or deceptive addressing, or hiding or obscuring information identifying a message's point of origin or transmission path;
- (v) Violating personal privacy or publicity rights;
- (vi) Sending and collecting responses to spam, unsolicited electronic messages or chain mail; and
- (vii) Engaging in any activities that Hyland believes, in its sole discretion, might be harmful to Hyland's operations, public image or reputation.

III. ENFORCEMENT: If Customer violates this AUP, Hyland may, depending on the nature and severity of the violation, suspend the use of the Agenda Media Service that such Customer accesses for so long as necessary for steps to be taken that, in Hyland's reasonable judgment, will prevent the violation from continuing or reoccurring.

IV. NOTICE: Unless prohibited by law, Hyland shall provide Customer with written notice via e-mail or otherwise of a violation of this AUP so that such violation may be corrected without impact on the hosting of the Agenda Media Service; Hyland shall also provide Customer with a deadline for Customer to come into compliance with this AUP. Hyland reserves the right, however, to act immediately and without notice to suspend the Agenda Media Service in response to a court order or government notice that certain conduct of Customer must be stopped or when Hyland reasonably determines: (A) that it may be exposed to sanction, civil liability or prosecution; (B) that such violation may cause harm to or interfere with the integrity or normal operations or security of Hyland's network or networks with which Hyland is interconnected or interfere with another of Hyland's customer's use of Hyland services or software products; or (C) that such violation otherwise presents imminent risk of harm to Hyland or other of Hyland's customers or their respective employees. In other situations, Hyland will use reasonable efforts to provide Customer with at least seven (7) calendar days' notice before suspending the Agenda Media Service. Customer is responsible for all charges or fees due to Hyland up to the point of suspension by Hyland, pursuant to the agreement in place between Customer and Hyland related to such the Agenda Media Service.

V. DISCLAIMER: Hyland disclaims any responsibility for damages sustained by Customer as a result of Hyland's response to Customer's violation of this AUP. Customer is solely responsible for the content and messages transmitted or made available by Customer using the Agenda Media Service. By using the Agenda Media Service, Customer acknowledges that Hyland has no obligation to monitor any activities or content for violations of applicable law or this AUP, but it reserves the right to do so. Hyland disclaims any responsibility for inappropriate use of the Agenda Media Service by Customer and any liability for any other third party's violation of this AUP or applicable law.

VI. INDEMNIFICATION: Customer agrees to indemnify Hyland from and against all liabilities, obligations, losses and damages, plus costs and expenses, including reasonable attorney's fees, arising out of any claim, damage, loss, liability, suit or action brought against Hyland by a third party as a result of the conduct of Customer that violates this AUP.

VII. WAIVER: No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

VIII. QUESTIONS: If you are unsure of whether any contemplated use or action is permitted, please contact Hyland, at 440-788-5000.

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

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