

HYLAND CONTENT PORTAL TERMS OF USE

These Hyland Content Portal Terms of Use (these "Terms of Use") govern and control the Customer's, including its End User's, access and use of the Hosting Service as described herein.

These Terms of Use forms a part of the Contract Information, and amends that certain separate contract that governs the licenses to the Software previously procured by the Customer (such as an End User License Agreement (click through or written), Master Software License, Services and Support Agreement, Software License and Services Agreement or other similar agreement addressing Software license terms) (the "Underlying Agreement"). The Underlying Agreement, as amended by these Terms of Use, shall be referred to herein as the Agreement.

For purposes of this Agreement, the terms "Customer", "User" "you" or "your" shall mean the person or entity set forth in the Contract Information.

Customer acknowledges that Jadu, Inc. requires that Customer agree to these Hyland Content Portal Terms of Use prior to Customer's use of the Hosting Service.

DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement and the schedules to it.

Applicable Law: applicable laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals of any governmental authority that apply to the parties or the subject matter of this Agreement including any reference to that law as amended, extended, consolidated or re-enacted from time to time.

Business Day: a day (other than a Saturday, Sunday or any nationally recognized public holiday in the Territory referred to). Hours or minutes referred to in this Agreement in relation to Business Days shall be construed as being units of time within a Business Day.

Contract Information: the purchase table schedule included in the Underlying Agreement, an applicable order form, or other similar document for the purchase of Hosting Services and the corresponding invoice you have been provided with for which the terms of this agreement apply.

Charges: the charges payable for any Hosted Software as set out in the Contract Information.

Customer Data: all content, data, files, documents, links works and materials including those held within any system database used by the Service/Software that may be processed by us or Third Party Services in relation to this Agreement.

that is: uploaded to or stored on the Platform by End Users or integrated systems regarding End User data; transmitted by the Platform at your instigation; supplied by the End User to us for uploading to, transmission by, or storage on the Platform; or generated by the Platform as a result of the use of the Service/Software by the End User (but excluding analytics data relating to the use of the Platform and server log files).

Customer Data Incident meaning an unauthorized disclosure of Customer Data resulting from Hyland's failure to comply with the provisions of clause 4. 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/ Third Party Services 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).

End User: You, any of your organization's users, those users on behalf of whom you may have contracted, and the relevant third party end user using the Service/Software you have procured.

Environment: a single installation of the Service/Software (whether in a cloud based server, single server, virtual server or clustered server infrastructure) and where specifically referred to in the agreement as LIVE Environment (which is intended to provide content and software functionality to end users) or UAT Environment (which is for the purpose of conducting user acceptance testing by you before changes are made to a LIVE Environment).

Force Majeure Event: an event, or a series of related events, that is outside the reasonable control of the party affected including failures of the Internet or any public telecommunications network, cyber or hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters including natural disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars.

Hosting Service or Hosting Services: the hosting service of the Platform to be provided by Hyland, or through Third Party Services, set out in the Contract Information including, where indicated, web performance, security or intrusion detection services to you as part of the Hosted Software. The Hosting Service also includes the hosting by Hyland or Third Party Services of the Hosted Software together with the provision of such server maintenance services, infrastructure, hardware and bandwidth as are necessary to provide such Third Party Services in relation to the Service/Software. Schedule 2 lists the subcontractors and data processors you approve for the delivery of the services to be delivered by Hyland under this Agreement.

For the avoidance of doubt, the Hosting Service does not include the Hyland Cloud Service or any services or software offered by Hyland that are not the Hyland Content Portal.

Hosted Software: the Hyland Content Portal Service/Software including all related Software Products indicated as hosted in the Contract Information.

For the avoidance of doubt, the Hosting Software does not include any services or software offered by Hyland that are not the Hyland Content Portal.

Hosting Support Service: the support service for hosting related issues to be provided by Hyland as part of the Hosting Service.

Inappropriate Content: any material which is unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or the terms of this Agreement.

Intellectual Property Rights: rights in patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, moral rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Software Products: Service/Software Enterprise products making up the Hyland Content Portal (CP).

For the avoidance of doubt, the Software Products does not include any services or software offered by Hyland that are not the Hyland Content Portal.

Platform: the platform managed by Hyland and used by Hyland to provide the Service/Software, including the application and database

software for the Service/Software, the system and server software used to provide the Service/Software, and the computer hardware on which that application, database, system and server software is installed and all networking, storage, and related technology required to run the Service/Software.

Professional Services: professional services provided by Hyland or a Third Party Services provision of professional services at Hyland's request.

Release: an update of the Service/Software incorporating 'patches' where applicable which corrects faults, adds functionality (and may include new tools and resources) or otherwise amends or updates the Service/Software.

Service/Software: the service and any software (which includes Software Products) and associated media and any Documentation Hyland provides to you for the Service/Software or Release in either printed text or digital or machine-readable form, including any technical documentation, program specification and operations manual.

Where reference is made to a 'product' of the Service/ Software it refers to individual Service/ Software products rather than the totality of all Service/Software. The Hosting Service and Hosting Support Service in relation to the Service/Software does not include any templates, themes, forms, case types, portals or other presentation layer or content items designed to operate in conjunction with or to interface with the Service/Software and are not part of the Service/Software in this regard.

For the avoidance of doubt, the Service/Software does not include any services or software offered by Hyland that are not the Hyland Content Portal.

Support Portal: the on-line support and incident-reporting help desk system provided by Hyland as part of the Hosting Support Service.

Standard Support Hours: 8.00 am to 6.00 pm on Business Days in England in relation to the provision of the Hosting Support Service.

Territory: England, U.S or Canada according to the location of the respective party's principal place of business.

Third Party Services: any part of the Hosting Service or third party integrations provided by any third party, other than Jadu, Inc. in accordance with the terms of this Agreement.

1. DURATION.

1.1 Without limitation to clause 1.2, this Agreement will take effect as of and on the date that Customer has accepted this Agreement as described above (the "Commencement Date").

1.2 Subject to termination in accordance with the provisions of this Agreement, this Agreement shall continue for the Term Length indicated in the Contract Information.

1.3 Following expiry of this Agreement, any resumption of the Service/Software will require you to enter into a new agreement with Hyland and the payment by you of the prevailing Charges.

1.4 The Contract Information sets out details of the Hosted Software.

2. CHARGES.

2.1 In consideration of the provision of the Hosting Service, you shall pay the Charges. You shall pay the Charges annually in advance within thirty (30) days of the date of Hyland's invoice unless otherwise set out in the Contract Information.

2.2 Charges are non-refundable. For the avoidance of doubt there will be no refunds or credits where you have used the Hosted Software or any Third Party Services including where this has been for only part of the term indicated in the Contract Information or where there has been no use, or partial use of the Hosted Software, or any Third Party Services or where you have obtained an addition or reduction in the Service/Software and Hyland does not accept any liability whatsoever for any loss of applications, content, features or capacity

caused as a result of a reduction of the Service/Software you have obtained.

2.3 Save where the Contract Information sets out the complete arrangements for the payment of Hyland expenses occasioned with the provision of Hyland services pursuant to this Agreement, you shall reimburse any of Hyland's reasonable expenses including travel, hotel costs, subsistence and any associated expenses where such expenses are incurred wholly and exclusively for the purpose of providing on-site support in respect of the provision of the Hosted Software, (and where Hyland has indicated in the Contract Information the use of Third Party Services, where the cost of services provided by such third parties and required by Hyland for the performance of the aforementioned service) provided any request for reimbursement is in the form of a proper invoice accompanied by appropriate receipts.

2.4 All amounts payable under this Agreement shall be exclusive of all applicable taxes and government charges (such as duties), all of which shall be paid by you (other than taxes on Hyland's income). In the event you are required by law to withhold taxes, you agree to furnish Hyland all required receipts and documentation substantiating such payment. If Hyland is required to remit any tax or government charge on behalf of (or on account of) you, you agree to reimburse Hyland within thirty (30) days after Hyland notifies you in writing of such remittance. You agree to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on your behalf, where such certificates are applicable.

3. HOSTING SERVICE.

3.1 Where Hyland supplies the Hosting Service and you take and pay for Hosted Software the following provisions shall comprise the Hosting Service.

3.2 In relation to the Hosting Service:

(a) The Hosting Service shall include the hosting by Hyland or Third Party Services subcontractors set out in schedule 2 of the Hosted Software together with the provision of such server maintenance services, infrastructure, hardware and bandwidth as are necessary to provide such hosting. Without prejudice to your other obligations under this clause 3.2:

(i) you must ensure that you have in place the necessary contractual safeguards to ensure the transfer of relevant Customer Data to Hyland and a provider of Third Party Services for the Hosting Service is lawful;

(ii) you must ensure that you have in place the necessary contractual safeguards to ensure the use of relevant Customer Data by Hyland and a provider of Third Party Services Hosting Service is lawful;

(iii) you shall have the opportunity to consent to transfers of Customer Data to any Third Party Services Hosting Service operator and Hyland must ensure that such transfers shall not take place without your consent;

(iv) you hereby consent to the transfer of the Customer Data to the relevant Third Party Services Hosting Service subcontractors set out in schedule 2 (or agreed elsewhere in writing between the parties). This shall be for any such category of data that may reasonably be regarded by Hyland as required for the effective purpose of such Hosting Service or as otherwise stipulated in the schedule 2;

(v) you acknowledge that from time to time Hyland may substitute, replace or add a Third Party Services Hosting Service provider and in such event, Hyland shall seek your consent to do so;

(vi) you warrant to Hyland that the transfer of Customer Data by Hyland to a provider of Third Party Services in accordance with this clause 3.2 will not infringe any person's legal or contractual rights and will not put Hyland in breach of any Applicable Law; and

(vii) you acknowledge that the Hosting Service is designed to be compatible only with that software and those systems specified by Hyland in writing as compatible; and Hyland does not warrant or represent that the Service/Software will be compatible with any other software or systems and Hyland provides no warranties or representations in respect of any Third Party Services Hosting Service.

(b) Data storage for the Hosting Service is fully managed, with twenty four (24) hour seven (7) days a week monitoring and point-in-time recovery. Hyland will respond to any outage, technical issue or service interruption as soon as is reasonably practicable. Hyland may where necessary choose to restore any severely affected system from the latest backup, however you acknowledge that this

process may overwrite the Customer Data stored on the Platform prior to the restoration point and Hyland will bring the Customer Data back into the Hosting Service as soon as reasonably practicable at no additional cost to you save where any loss or damage to data is caused by matters or circumstances beyond Hyland's reasonable control (including but not limited to viruses, denial-of-service attacks or any other form of cyber-attack) in which case, any work in this regard shall involve Professional Services.

(c) You will use reasonable efforts to ensure any Customer Data submitted to Hyland or Third Party Services subcontractors via electronic media will be free of viruses and Hyland shall provide virus-checking of the Hosted Software from commencement of the Hosting Service. Hyland shall also provide firewall protection.

(d) Hyland shall provide such server monitoring, log file rotation, application of server operating system updates and patches and user account management services as Hyland reasonably considers necessary for the provision of a reliable and consistent Hosting Service.

(e) Save for immediately deployed emergency Releases required to urgently address security or performance / availability issues, Hyland may suspend for the purpose of repair, maintenance or improvement, part or all of the Hosting Service upon at least twenty four (24) hours' notice to you and shall use reasonable endeavors to restore the Hosting Service as soon as is reasonably practicable following any such suspension.

(f) You shall follow reasonable instructions provided by Hyland in respect of the Hosting Service which Hyland considers necessary for safety or to maintain or improve the quality of the Hosting Service. This may include Hyland's use of alternative Third Party Services subcontractors pursuant to this clause 3.2.

(g) Unless the parties have agreed otherwise in writing, your use of the Hosted Software shall be (i) limited to the bandwidth set out in the Contract Information in relation to the specific environment for Hyland Software Products. Any use over such limit shall be subject to additional bandwidth charges, in accordance with Hyland's rates advertised or notified to you from time to time (ii) 250 GB of storage for accounts of Software Products.

(h) You shall keep secure any usernames and passwords related to the Hosting Service and shall notify Hyland immediately of any known or suspected unauthorized use of the Hosted Software or breach of security, including loss, theft or unauthorized disclosure of one of your passwords or other security information.

(i) You shall observe all reasonable security and operational procedures Hyland may from time to time prescribe and you shall not use the Hosting Service in any way which could be detrimental to Hyland's other clients and customers.

(j) Hyland shall be entitled to update the technical specification of the Hosting Service for operational reasons. In order to allow Hyland to continually upgrade hosting facilities, Hyland may from time to time relocate your servers within Third Party Services data centers, make changes to the provision of the Hosting Service, URLs and Internet protocol (IP) addresses and establish new procedures for the use of the Hosting Service. Hyland will give you advance notice of any such change and endeavor to minimize the effect of any such changes on your use of the Hosting Service.

(k) You shall not conduct, or request that any other person conduct, any load testing or penetration testing on the Platform, Hosting Service or Service/Software without Hyland's prior written consent not to be unreasonably withheld or delayed.

(l) You shall not misuse the Service/Software by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

(m) You have sole responsibility for the accuracy, quality, content and legality of all Customer Data. You shall not upload, publish, post, link to or transmit any Inappropriate Content using the Service/Software and you accept that Hyland is not responsible for the content posted or otherwise appearing on the Service/Software and that End Users are exposed to the content of the Service/Software at their own risk. Hyland may, but have no obligation to remove content that Hyland determines in its sole discretion is Inappropriate Content.

(n) You shall not attempt to gain unauthorized access or make any alteration to the Platform, Service/Software, the server from which the Service/Software is provided or any other server, computer or database connected to the Service/Software. By breaching this provision, you may commit a criminal offence (in the United States under the computer fraud law (18 U.S.C. § 1030 contained in the Comprehensive Crime Control Act of 1984 or other Applicable Law). Hyland shall report any such breach to the relevant law enforcement authorities and will cooperate with those authorities by disclosing your identity to them if Hyland is required to do so. In

the event of such a breach, your right to use the Service/Software will cease.

(o) Hyland is not responsible for providing, or obligated to provide, Hosting Support Service:

- (i) 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 Service/Software or from any error or defect in any configuration of any component of the Service/Software or Hosting Service, which activities in any such case were undertaken by any party other than Hyland or a Third Party Service supplier;
- (ii) in connection with any error or defect or problem in any other component of the Service/Software or Hosting Service if Hyland has previously made available corrections for such error or defect which you fail to implement;
- (iii) 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 Service/Software or the Hosting Service;
- (iv) if any party other than Hyland or Third Party Services supplier, has provided any services in the nature of the Hosting Support Service to you with respect to the Service/Software or Hosting Service; or
- (v) in connection with any questions related to the operation or use of the Service/Software application programming interfaces (APIs). Support relating to the operation or use of APIs may be provided, on a case-by-case basis, as mutually agreed to in an applicable Hyland proposal which outlines Professional Services for such support activities.

(p) The Service/Software and Hosting Service is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Service/Software or Hosting Service is not designed or intended for use in any situation where failure or fault of any kind of the Service /Software or Hosting Service could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). You are not permitted to use the Service/Software or Hosting 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 Service/Software or Hosting 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. You agree not to use, distribute, license, or grant the use of the Service/Software or Hosting Service in, or in connection with, any High Risk Use." You agree to indemnify and hold harmless Hyland from any third-party claim arising out of your use of the Service/Software or Hosting Service in connection with any High Risk Use.

3.3 Both parties shall take appropriate technical and organizational measures against unauthorized or unlawful processing of Customer Data or its accidental loss, destruction or damage. This may include pseudonymizing and encrypting Customer Data. Where requested by you or as otherwise authorized under this Agreement, the technical processing and transmission of the Service/Software in relation to the Hosting Service including your content, may be transferred unencrypted and involve:

- (a) transmissions over various networks and in this regard, Hyland are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and you acknowledge that the Service/Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
- (b) changes to conform and adapt to technical requirements of connecting networks or mobile devices;
- (c) temporary return of encrypted data to an unencrypted format for the effective operation of the intrusion detection system forming part of the Hosting Services; and
- (d) in the event of a support or security issue with the Hosting Services access to data to perform required investigation and resolution of any such issue.

3.4 All interactions with the Hosted Software, whether via the administration user interfaces that Hyland provides or via the API for

systems integrations, data will be transmitted over an HTTPS (TLS) connection.

3.5 Without limitation to clauses 3.3 and 3.4, Software Product form data captured is stored at rest using AES encryption.

3.6 You are exclusively responsible for the selection, use of and results obtained from any other programs, materials or services used in conjunction with the Service/Software.

3.7 You shall provide Hyland staff and all other persons duly authorized by Hyland with full, safe and uninterrupted access (including remote access with sufficient network connectivity speed) to your premises, systems, facilities and the Service/Software as may reasonably be required for the purpose of performing Hyland's service obligations under this Agreement, such access, except in the case of emergency or agreed out-of-hours downtime, to be within the Standard Support Hours. Where Hyland's service obligations are to be performed at any of your premises, you shall provide adequate working space and office facilities (including telephone) for use by Hyland staff and take reasonable care to ensure their health and safety.

4. CUSTOMER DATA.

4.1 You hereby grant to Hyland a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of Hyland's obligations and the exercise of Hyland rights under this Agreement. You also grant to Hyland the right to sub-license these rights to Hyland's Third Party Services providers, subject to any express restrictions elsewhere in this Agreement.

4.2 You warrant to Hyland that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any Applicable Law.

4.3 Details of data storage for the Hosting Service are set out at clause 3.2 (b) of this Agreement.

4.4 You warrant to Hyland that you have the legal right to disclose all Customer Data that you do in fact disclose to Hyland under or in connection with this Agreement.

4.5 You shall only supply to Hyland, and Hyland shall only process, in each case under or in relation to this Agreement:

(a) the Customer Data of data subjects falling within the categories specified in the table in schedule 3 or such other categories as may be agreed by the parties in writing; and

(b) Customer Data of the types specified in schedule 3 or such other types as may be agreed by the parties in writing.

4.6 Hyland shall only process the Customer Data for the purposes specified in table in schedule 3. In the event that no detail is set out in that table. Hyland is permitted to process Customer Data as Hyland sees fit (acting reasonably and in good faith) in accordance with the provision of the Service/Software and in accordance with Hyland's obligations under this Agreement.

4.7 Hyland shall only process the Customer Data during the duration of this Agreement and for not more than thirty (30) days or such other time period as agreed between the parties following the termination of the agreement, subject to the other provisions of this clause 4.

4.8 Hyland shall only process the Customer Data on your documented instructions (including with regard to transfers of the Customer Data to any place outside your Territory), as set out in this Agreement or as otherwise agreed in writing between the parties.

4.9 You hereby authorize Hyland to make the following transfers of Customer Data:

(a) Hyland may transfer the Customer Data internally to its own employees, offices and facilities in the Hyland Group of companies, provided such transfers must be protected by appropriate safeguards including reasonable appropriate technical and organizational measures against unauthorized or unlawful processing of Customer Data or its accidental loss, destruction or damage;

(b) Hyland may transfer the Customer Data to Hyland's Third Party Services subcontractors identified as providing the relevant services to Hyland as set out in schedule 2, provided such transfers must be protected by appropriate safeguards including reasonable appropriate technical and organizational measures against unauthorized or unlawful processing of Customer Data or its accidental loss, destruction or damage; and

(c) Hyland or its Third Party Services subcontractors identified in schedule 2 may process the Customer Data in a country, territory or sector only to the extent required to ensure effective service (including Hosting Support Service) provision provided always that

Hyland or its Third Party Services subcontractors ensure the adequate level of protection for Customer Data in accordance with industry standard, internationally recognized data processing agreements.

4.10 Notwithstanding any other provision of this Agreement, Hyland may process the Customer Data if (and only to the extent that) Hyland is required to do so by Applicable Law. In such a case, Hyland shall inform you of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

4.1 Hyland shall ensure that persons authorized to process the Customer Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.12 Both parties shall each implement appropriate technical and organizational measures to ensure an appropriate level of security for the Customer Data, including those measures specified in schedule 3.

4.13 Hyland must not engage any third party to process the Customer Data without your prior written consent. Accordingly, Hyland shall inform you at least thirty (30) days in advance of any intended changes concerning the addition or replacement of any Third Party Services Hosting Service provider. If you object to any such changes before their implementation, then you may terminate this Agreement on seven (7) days' written notice to Hyland, provided such notice must be given within the period of seven (7) days following the date that Hyland informed you of the intended changes. Hyland shall ensure that each Third Party Services Hosting Service provider is subject to similar legal obligations as those imposed on Hyland by this clause 4.

4.14 As at the Commencement Date, Hyland is hereby authorized by you to engage as sub-processors with respect to Customer Data, the relevant Third Party Services subcontractors identified in schedule 2.

4.15 Hyland shall, insofar as possible, and taking into account the nature of the processing, take appropriate technical and organizational measures to assist you through the provision of Professional Services (unless the parties otherwise agree in writing) with the fulfilment of your obligation to respond to requests exercising a data subject's rights under Applicable Law.

4.16 Hyland shall assist you through the provision of Professional Services (unless the parties otherwise agree in writing) in ensuring compliance with the obligations relating to the security of processing of Customer Data; the notification of Customer Data breaches to the supervisory authority; the communication of Customer Data breaches to the data subject; data protection impact assessments and prior consultation in relation to high-risk processing under the Applicable Law. Where any such Customer Data breach is caused by matters or circumstances beyond Hyland's reasonable control (including but not limited to viruses, denial-of-service attacks or any other form of cyber-attack) Hyland may be able to assist you with any remedial work you require to be undertaken through the provision of Professional Services. Hyland shall not be liable for any such loss or damage caused by any third party except those Third Party Services contracted by Hyland to perform the Hosting Service.

4.17 Hyland will notify you of any Customer Data breach affecting the Customer Data without undue delay and, in any case, not later than thirty six (36) hours after Hyland becomes aware of the breach. You will alert Hyland without undue delay as soon as you become aware of any such breach.

4.18 Hyland shall make available to you, information necessary to demonstrate Hyland's compliance with its obligations under this clause 4. Hyland can assist you through the provision of Professional Services (unless the parties otherwise agree in writing) with any work to be performed by Hyland at your request pursuant to this clause 4.18, provided no such Professional Service charges shall be levied with respect to the completion by Hyland (at your reasonable request, not more than once per calendar year).

4.19 Upon written request by you to Hyland, 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 or Third Party Service data-centers, including all replicated copies

4.20 You acknowledges that the integration of Third Party Services may entail the transfer of Customer Data from the Service/ Software to the relevant Third Party Services; and Hyland has no control over, or responsibility in respect of any disclosure, modification, deletion or other use of Customer Data resulting from any integration with any Third Party Services and you must ensure that you have in place the necessary contractual safeguards to ensure that both: the transfer of relevant Customer Data to a provider of Third Party Services application is lawful; and the use of relevant Customer Data by a provider of Third Party Services application is lawful.

4.21 You acknowledge full responsibility in relation to the lawful transfer, use, handling, storage, deletion or return of the same in relation

to any Customer Data integrated with or through Third Party Services applications.

4.22 Hyland shall allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you in respect of the compliance of Hyland's processing of Customer Data pursuant to this clause 4. Hyland can assist you through the provision of Professional Services (unless the parties otherwise agree in writing) with any work performed by Hyland at your request pursuant to this clause 4.22, provided that no such charges shall be levied where the request to perform the work arises out of any breach by Hyland of this Agreement or any security breach affecting a Platform.

4.23 If any changes or prospective changes to the Applicable Law result or will result in one or both parties not complying with the Applicable Law in relation to the processing of Customer Data carried out under this Agreement, then the parties shall use their best endeavors promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

4.24 You agree that, for Hyland's research and development purposes and to allow Hyland to continually improve Hyland's quality and user experience, Hyland may automatically collect and store the following information from you each time you or your authorized users access the Service/Software interfaces:

(a) technical information as stored within a combination of the Service/Software or supporting log files, including the Internet Protocol (IP) address of your computer, your login identifier, browser type and version, time zone setting, operating system and platform date/time access; and

(b) other information about your use of the Service/Software as stored within Hyland's managed Google Analytics account, including the modules of the Service/Software that you have used and how you have used them, the date and time, page response times, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs) and methods used to browse away from certain pages.

4.25 You agree that Hyland may use the information collected pursuant to clause 4.24 in order to contact you with useful and relevant advice or information relating to the Service/Software.

5. LIMITATION OF LIABILITY AND INDEMNITIES.

5.1 EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN THIS AGREEMENT, HYLAND AND ITS THIRD PARTY SERVICES SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SERVICE (INCLUDING IN RELATION TO THE SERVICE/SOFTWARE, PLATFORM, HOSTED SOFTWARE, HOSTING SERVICE, HOSTING SUPPORT SERVICE, PROFESSIONAL SERVICES AND THIRD PARTY SERVICES) OR ANY OTHER SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SERVICES PROPOSAL. HYLAND AND ITS THIRD PARTY SERVICES SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS THIRD PARTY SERVICES SUPPLIERS DO NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT, HOSTING SERVICE, PROFESSIONAL SERVICES, SERVICE/SOFTWARE PROVIDED WILL SATISFY YOUR REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE/SOFTWARE, HOSTING SERVICE, ADD-ON SERVICES, OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

5.2 YOU SPECIFICALLY ASSUME RESPONSIBILITY FOR THE SELECTION OF THE SERVICE/SOFTWARE, MAINTENANCE AND SUPPORT, HOSTING SERVICES AND PROFESSIONAL SERVICES TO ACHIEVE YOUR BUSINESS OBJECTIVES.

5.3 HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SERVICE/SOFTWARE, OR HOSTING SERVICES, IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SERVICE/SOFTWARE, HOSTING SERVICE, "AS IS."

5.4 No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

5.5 NEITHER PARTY NOR ANY OF ITS AFFILIATES (AND IN THE CASE OF HYLAND, ITS THIRD PARTY SERVICES SUPPLIERS) SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, GOODWILL, SAVINGS OR PROFITS (EXCLUDING FEES DUE UNDER THIS AGREEMENT), LOSS OR CORRUPTION OF DATA OR PROGRAMS, COSTS OF REPLACEMENT OR THE REMEDY OF COVER, OR BUSINESS INTERRUPTION DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, EXPENSES OR COSTS.

5.6 HYLAND'S (INCLUDING ITS AFFILIATES AND THIRD PARTY SERVICES SUPPLIERS) TOTAL, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED UNDER IT, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO HYLAND BY YOU (LESS ANY REFUNDS OR CREDITS) FOR THE USE OF THE PRODUCTS OR PROVISION OF THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED TO YOU FREE OF CHARGE (SUCH AS EVALUATION SOFTWARE OR SERVICES), NEITHER HYLAND NOR ANY OF ITS AFFILIATES OR THIRD PARTY SERVICES SUPPLIERS WILL BE LIABLE FOR DIRECT DAMAGES.

5.7 THE LIMITATIONS IN SECTIONS 5.5 AND 5.6 SHALL NOT APPLY TO THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY LAW.

5.8 [RESERVED].

5.9 You acknowledge that Hyland uses Third Party Services to provide the Hosting Service of the Platform and the only representation as to service levels and uptime are in accordance with the service levels set out in schedule 1. Without prejudice to any other provision of this Agreement, Hyland's total liability to you in respect of such services levels and uptime shall in no circumstances exceed a sum equivalent to the service credits set out in schedule 1.

5.10 NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE CASE OF A CUSTOMER DATA INCIDENT THE FOLLOWING SHALL APPLY: THE MAXIMUM LIABILITY OF HYLAND (INCLUDING ITS THIRD PARTY SERVICES) 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 AGREEMENT), 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 YOU TO HYLAND (LESS ANY REFUNDS OR CREDITS) UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CUSTOMER DATA INCIDENT MULTIPLIED BY TWO (2).

6. TERMINATION.

6.1 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies and unless the parties have otherwise agreed in writing, either party may at any time terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any term of this Agreement (other than failure to pay any amounts due under this Agreement) which is irremediable or (if such breach is remediable) the other party fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

(c) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

(d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning in the Uniform Commercial Code 1952 (as revised), or is insolvent within the meaning of Title 11 of the United States Code (Bankruptcy Code).

6.2 Without limiting Hyland's other rights or remedies and unless the parties have otherwise agreed in writing, Hyland may terminate this Agreement (or at Hyland's option suspend any Hosted Software under it) with immediate effect by giving written notice to you if you fail to pay any amount due (pursuant to clause 6.1(a)); or if you or any agent acting on your behalf interferes with or repeatedly fails to implement the advice given in respect of the Hosted Software inhibiting or preventing Hyland from performing its service obligations under this Agreement or if your staff are abusive or behave unreasonably to Hyland staff.

6.3 Other than as set out in this Agreement, neither party shall have any further obligation to the other under this agreement after its termination.

6.4 On termination of this Agreement for any reason, your right to use the Hosted Software shall cease automatically along any Hosting Service.

6.5 On termination of this Agreement for any reason, you shall immediately pay any outstanding unpaid invoices due to Hyland.

7. NON-SOLICITATION.

7.1 You shall not, for the duration of this Agreement, and for a period of six months following termination, directly or indirectly induce or attempt to induce any of Hyland's employees who have been engaged in the provision or management of the Hosting Service or otherwise in connection with this Agreement to leave Hyland's employment.

8. GENERAL.

8.1 Save where specifically agreed in writing between the parties, neither of the parties shall be liable to the other as a result of any delay or failure to perform its obligations (save for its obligation to pay Charges and any professional Services charges where relevant) under this Agreement as a result of a Force Majeure Event. In the event that either party is delayed or prevented from performing their obligations under this Agreement, that party shall:

(a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the effective date and extent of such delay or prevention, the cause thereof and its estimated duration;

(b) use reasonable endeavors to mitigate the effects of such delay or prevention of performance of its obligations under this Agreement; and

(c) resume performance of its obligations under this Agreement as soon as reasonably possible after the removal of the cause of the delay or prevention.

8.2 Any notice to be served in respect of this Agreement must be in writing and must be served by hand or registered post or recorded delivery and in the case of a company must be served at its registered office for the time being. In any other case notice may be served at any address for the time being of the person to be served. Such service shall take effect, if given by hand, on the date of delivery. If given by post, it shall take effect two (2) Business Days after posting.

8.3 Hyland's waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by Hyland in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.

8.4 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

8.5 If a court or any other competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

8.6 Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership or joint venture of any kind between the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind the other in any way.

8.7 Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement without the other party's consent not to be unreasonably withheld or delayed.

8.8 Except as set out in these terms and conditions, no variation of this Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties.

8.9 No person who is not a party to this Agreement shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such terms or has indicated to any party to this Agreement its assent to any such terms.

8.10 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of the State of Kansas and the parties irrevocably submit to the exclusive jurisdiction of the courts of the State and Federal courts of Kansas.

8.11 To the extent of any conflicting terms, conditions or stipulations contained or referenced in any other agreement, including the Underlying License Agreement or Contract Information, the terms and conditions of this Agreement shall control as it relates to the Hosting Services. For the avoidance of doubt, the parties acknowledge and agree that, except for the Hyland Content Portal, the terms of this Agreement shall not apply to any other software or services provided by Hyland to Customer.

Schedule 1

Details of Hosting Support Service, service levels and service credits

Hosting Support Service for Service/Software:

Due to the varying types of Hosting Support Service issues and the dependency on both your and Hyland's Third Party Services (hosting provider's) interaction, Hyland does not offer a "resolution target" for Hosting Support Service issues.

Response and resolution times depend on the nature and severity of the Hosting Support Service issues reported. The following response and approximate resolution times represent 'worst case scenarios' for the most complex Hosting Support Service issues rather than being targets for all Hosting Support Service issues and Hyland would expect to be well within these times for most Hosting Support Service issues.

The date and time at which a Hosting Support Service issue is raised is considered to be the date and time at which it is entered into the Support Portal. Any Hosting Support Service issues raised by your staff or agents via telephone call will be logged on their behalf within the Support Portal. Where Hosting Support Service issues are raised by telephone call then a first response target will be deemed to have been met by the interaction within said call. For the purposes of the audit trail and any subsequent reports the times will be taken from the date and time the Hosting Support Service issues were logged in the Support Portal.

Hyland will respond to Hosting Support Service tickets within Standard Support Hours within the following response times:

--	--	--	--

of Hosting Support Service Issue:	First Response (as set out above) within:	Feedback frequency:	Approximate resolution for Hosting Support Service issue, Platform or Release update, temporary fix or workaround and where applicable, available for you to test:
1 - Customers WITH a DR Environment d Software issue which is a complete availability of Service/Software and Hosting for a period of 5 minutes or more	30 minutes * for Hyland Software Products.	Every hour *	1 hour *(or sooner for temporary fix) to provide a fix or to switch to DR site (subject to terms and conditions of DR service) for Hyland Software Products

* Business Day, hour(s) or other specified unit of time.

Service/Software Uptime SLA - Service Credits for Hyland Software Products:

Hours	Measurement Period	Uptime	Service Credit (**)
24 x 7	Annually	Between 99.9% and 99.00%	3% of Hyland's annual Charge to you for the applicable Hosting Service.
24 x 7	Annually	Between 98.99% and 97.50%	6% of Hyland's annual Charge to you for the applicable Hosting Service.
24 x 7	Annually	Below 97.49%	10% of Hyland's annual Charge to you for the applicable Hosting Service.

(**) Service Credits shall be exclusive the financial remedy for failure to meet the KPIs in the table above and will take the form of a credit note to be offset against future Charges. Service Credits shall only be paid as a refund if the agreement is terminated or expires and the Supported Service is not renewed. The measurement of determining Service Credits shall be based on a calendar year and accordingly shall commence from your first full calendar month using the Service/Software.

Service credits are only payable on the applicable Uptime banding and not applied cumulatively. Scheduled Downtime and emergency maintenance as referred to in this Agreement is excluded from the calculation of Uptime.

"Uptime"

Uptime is defined as the percentage availability of the Hosting Service over the current calendar year excluding Scheduled Downtime.

"Scheduled Downtime"

Scheduled Downtime is planned routine maintenance for the deployment of Releases of the Service/Software to the Hosting Service or regular maintenance activities such as scheduled Hosting Service patching.

Hyland Disaster Recovery Environment ('DR Environment') provision operates as follows:

Backups are taken every 24 hours (overnight) In relation to the LIVE Environment of your LAMP based Hyland Software Products and used to refresh your DR Environment. The DR Environment for your Hyland Software Products is available during a LIVE Environment disaster event subject to DNS changes initiated and managed by you. The declaration of the disaster and the initiating of a switch to the DR Environment is subject to agreement between you and Hyland and will take place at an agreed time.

Any third-party integrations (including those in relation to Third Party Services) requiring special connectivity arrangements (VPN, IP whitelisting, etc.) will not work unless previously configured on both sides by the initiator (DR Environment) and the receiver (third party integration end-point) following prior cooperation between the parties of this Agreement for such arrangements and any such services shall be delivered (by Hyland or by its subcontractors) at Hyland's Professional Services rates.

During usage of the DR Environment, content changes can be made to the DR Environment by you but those changes will not be

replicated back to the LIVE Environment when it is restored unless such a service has been agreed between the parties as an additional Professional Service.

Schedule 2

Subcontractors

The Hosting Service shall include the hosting by Hyland or Hyland’s Third Party Services subcontractors of the Hosted Software together with the provision of such server maintenance services, infrastructure, hardware and bandwidth as are necessary to provide such Third Party Services in relation to the Service/Software. The following are a list of approved subcontractors and data processors Hyland may use. Hyland will notify you of any other alternative or additional third parties in writing:

Company Registration Number	Full name and trading name where applicable	Registered Address	Where data is stored	Purpose (in relation to products and services taken and paid for)
880665542	Amazon Web Services Inc (“AWS”)	410 Terry Avenue North Seattle, WA 98109 United States	US	(1) Hosting for Service/Software and/or (2) Disaster Recovery site hosting for Hyland Software Products
4890547	Jadu Inc.	Jadu, Inc. 12022 Blue Valley Parkway, Overland Park, KS 66213, United States	Jadu Support may log in from the UK. Data remains stored in US	Support of the Service/Software

Please note that if the Contract Information indicates that this is a renewal of the Hosting Service and Hyland has previously provided such services using other third parties, those third parties will also remain as approved subcontractors.

Schedule 3

Customer Data processed in relation to the Agreement:

Description	Details
Subject matter of the processing	Example: Hosting Service and Hosting Support Service for (i) the Hyland Software Product Content Portal (CP); and (ii) your website(s) including subscription preferences for targeted email alerts.

Duration of the processing	Example: Commencement Date to any such time as the agreement is terminated.
Nature and purpose of the processing	<p>Example: Provision of Hosting Service and Hosting Support Service of the products /services listed in "Subject matter of the processing" above.</p> <p>The nature of the processing generally relates to data hosting, system maintenance and upgrades but includes any operation such as, recording, storing, adapting, altering, retrieving, using, disclosing, disseminating, restricting, erasing, destroying or otherwise processing data held within the ICT systems.</p> <p>In terms of any Customer Data integrated with or through Third Party Services applications, you acknowledge full responsibility in relations to the lawful transfer, use, handling and storage of the same.</p> <p>Where Hyland transfers Customer Data on your behalf in pursuance of this Agreement, you have consented to the same as indicated in the agreement.</p>
Type of Customer Data	Example: Examples include but are not limited to; name, address, email address, date of birth, contact details.
Categories of Data Subject	Example: Examples include but are not limited to; staff (including volunteers, agents, and temporary workers), customers/ clients, members of the public, website users.
Plan for return and destruction of the data once the processing is complete unless requirement under union or member state law to preserve that type of data	Example: At the end of the agreement instructions shall be issued defining the requirement to return and/or destruct data.

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.