

## **ENTERPRISE LICENSE SCHEDULE**

As of the Effective Date of the Incorporating Document (as defined below), this Enterprise License Schedule (this "Enterprise License 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 Enterprise License Schedule by reference (the "Incorporating Document"). As used herein, the "Agreement" means the Incorporating Document, inclusive of this Enterprise License Schedule.

### **DEFINED TERMS**

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

"Enterprise Metric Value" means, depending on the Enterprise Metric Value identified on the Order Form, one of the following:

(a) "Asset Size" means Customer's then current asset size as reported on the website of the Federal Deposit Insurance Corporation or any successor agency thereto ("FDIC") (currently, <https://research.fdic.gov/bankfind/index.html>).

(b) "Employee Population" means Customer's full time employee population (as defined by the National Credit Union Administration or any successor agency thereto ("NCUA")) as most recently reported by the NCUA.

(c) "Student Population" means Customer's total student enrollment (full time), including undergraduate and graduate students, as most-recently reported by the Integrated Postsecondary Educational Data System or any successor system thereto ("IPEDS").

(d) "Worker Population" means: (1) all employees who received W-2s (or a successor form) issued by or on behalf of the Customer with respect to the preceding calendar year; and (2) all non-US employees of Customer, as of the first day of the month prior to the Initial Audit Date or Audit Date, as applicable.

"Initial Enterprise Metric Value" shall mean the value identified as such on the Order Form.

"Initial Audit Date" shall mean the date identified as such on the Order Form.

"Enterprise License Tier Value" shall mean the value identified as such on the Order Form.

**1. ADDITIONAL FEES FOR THE ENTERPRISE LICENSE.** The initial fees for the Enterprise License as identified on the Order Form (the "Enterprise License") are based on the Initial Enterprise Metric Value. The parties agree that subsequent determinations of the Enterprise Metric Value will be made consistent with the method used to arrive at the Initial Enterprise Metric Value. Customer agrees that if the Enterprise Metric Value increases, additional Subscription Fees or SaaS Fees relating to the Enterprise License shall be due and payable, as described below.

**1.1 Audit.** Commencing with the Initial Audit Date and every 12 months thereafter (each, an "Audit Date") during the term of Customer's subscription:

(a) if the Enterprise Metric Value is Worker Population, Customer will report to Hyland in writing its Enterprise Metric Value (the "Customer Determination"); or

(b) if the Enterprise Metric Value is Student Population, Employee Population, or Asset Size, Hyland will determine the Enterprise Metric Value as most recently reported by Customer to the applicable system or agency.

**1.2 Dispute Process for Customer Determination.** Hyland may request additional information regarding the Customer Determination, and Customer shall provide Hyland with access to Customer's records in order for Hyland to verify the accuracy of the Customer Determination. If, following the review of Customer's information, Hyland still questions the Customer Determination, the parties will meet within ten (10) days in a good faith effort to resolve the dispute. Following such meeting, Hyland will invoice Customer for additional Subscription or SaaS Fees, if applicable, based on Hyland's good faith determination of the Enterprise Metric Value in accordance with this Schedule. If Customer disputes this invoice in good faith, the parties will follow the invoice dispute procedures set forth in the General Terms.

**1.3 Additional Fees.** Upon each increase of the Enterprise Metric Value that causes the Enterprise Metric Value to cross an Enterprise License Tier (as defined below), the Subscription or SaaS Fees will increase by ten percent (10%) of the then-current fees. For clarity, this increase is not in addition to the increase of Subscription or SaaS Fees, as applicable, under any other Schedule; the Subscription or SaaS Fees will increase by the greater of the increase to such fees under any other Schedule or this provision. "Enterprise License Tier" means: (a) in the case of the first Enterprise License Tier, the number that is above the Initial Enterprise Metric Value by the Enterprise License Tier Value, and (b) in the case of subsequent Enterprise License Tiers, each number that is greater than the previous Enterprise License Tier by the Enterprise License Tier Value. For example, if the Enterprise Metric Value is Worker Population, the Initial Enterprise Metric Value is 3,000, and the Enterprise License Tier Value is 300, the Enterprise License Tiers are: 3,300; 3,600; 3,900, etc. Hyland will invoice Customer for additional Subscription or SaaS Fees determined on a prorated basis, and such invoices will be paid in accordance with the General Terms. Notwithstanding the foregoing, in the case that the Enterprise Metric Value is Asset Size, the Enterprise License Tier shall mean the tiers set forth in the Asset Size Attachment, attached hereto.

**2. CHANNEL PARTNER PURCHASES OF ENTERPRISE LICENSES.** If this Enterprise License Schedule is incorporated into an Incorporating Document, and the "Customer" is a Channel Partner that is purchasing an Enterprise License for the benefit of its customer, all references to Customer herein shall refer to such Channel Partner; provided, however, that the "Customer" as used in the definitions applicable to the Enterprise Metric Value shall mean Channel Partner's customer. Channel Partner represents that it has a binding agreement with its customer that requires that such customer comply with the terms of this Enterprise License Schedule, including without limitation, Sections 1.1 and 1.2 of this Schedule.

**3. TERM; TERMINATION.** The Enterprise License Schedule shall be in effect for so long as Customer licenses or uses the Enterprise License.

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

**ASSET SIZE ATTACHMENT  
ENTPRISE LICENSE TIERS**

<b>Minimum Assets Millions</b>	<b>Maximum Asset Millions</b>
50	100
100	150

150	200
200	300
300	400
400	500
500	750
750	1,000
1,000	1,250
1,250	1,500
1,500	1,750
1,750	2,000
2,000	2,999
3,000	3,999
4,000	4,999
5,000	5,999
6,000	7,999
8,000	9,999
10,000	11,999
12,000	13,999
14,000	15,999
16,000	17,999
18,000	19,999
20,000	21,999
22,000	23,999
24,000	25,999
26,000	27,999
28,000	29,999
30,000	31,999
32,000	33,999
34,000	35,999
36,000	37,999
38,000	39,999
40,000	41,999
42,000	43,999
44,000	45,999
46,000	47,999
48,000	49,999
50,000	51,999
52,000	53,999

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.

