

SOFTWARE MAINTENANCE AND SUPPORT TERMS

These Software Maintenance and Support Terms (the "Terms") govern the provision of Maintenance and Support (as defined hereinbelow) by Hyland Software, Inc. or its affiliates ("Hyland"), to the customer named on the quote, invoice, or other document within which these Terms are referenced or linked ("Customer").

All capitalized terms used in this these Terms shall have the meaning ascribed them herein.

1. DEFINED TERMS.

"Documentation" means (1) to the extent available, the "Help Files" included in the Software, or (2) if no such "Help Files" are included in the Software, such other documentation published by Hyland which relate to the functional, operational or performance characteristics of the Software.

"Error" means any defect or condition inherent in the Software which is reported by Customer in accordance with these Terms and which is confirmed by Hyland, that causes the Software to fail to function in any material respect as described in the Documentation.

"Maintenance and Support" means the services described in Section 3 of these Terms with respect to Software.

"Retired Software" means, at any particular time during a maintenance period covered by these Terms, (i) any Software product or version of the Software licensed by Customer from Hyland which is identified as being retired on Hyland's applicable secure end user web site; and (ii) any version of the Software other than the then-current version and the immediately preceding version.

"Software" means (a) Hyland's proprietary software products for which Maintenance and Support is being purchased by Customer; and (b) all Upgrades and Enhancements of the software products described in clause (a) which Customer properly obtains pursuant to these Terms; Software does not include Alfresco Community Versions.

"Technical Contact" means a primary contact person designated by Customer who has read, comprehends, and follows the operating instructions of the Software prior to requesting Maintenance and Support, and who has full access and authority if Hyland requires Customer's assistance to research or duplicate a reported issue. Customer may change the Technical Contact at any time upon written notice to Hyland.

"Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that Hyland makes available to Customer or to Hyland's end users generally during the term of these Terms 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, where applicable; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed Software.

"Work Products" means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, or items created using the configuration tools of the Software, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of professional services for Customer or the delivery of Software to Customer.

2. FEES; EXPENSE REIMBURSEMENTS; TAXES; PAYMENT TERMS.

2.1 MAINTENANCE PERIODS; ANNUAL MAINTENANCE FEES; PAYMENT TERMS. Maintenance and Support is provided on an annual basis and invoiced in advance, subject to mutual agreement of the parties. Mutual agreement may be evidenced by Hyland's invoicing of annual maintenance fees and Customer's payment of such annual maintenance fees. Notwithstanding anything to the contrary, Maintenance and Support shall immediately terminate at the time any Software becomes Retired Software.

2.2 TAXES AND GOVERNMENTAL CHARGES. All payments under these Terms are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on Hyland's income). In the event Customer is required by law to withhold taxes, Customer agrees to furnish Hyland all required receipts and documentation substantiating such payment. If Hyland is required by law to remit any tax or governmental charge on

behalf of or for the account of Customer, Customer agrees to reimburse Hyland within thirty (30) days after Hyland notifies Customer in writing of such remittance. Customer agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of Customer, where such certificates are applicable.

2.3 INVOICING. All invoices shall be sent electronically by Hyland to Customer to the attention of "Accounts Payable," or to such other person or department as Customer may specify from time to time by written notice to Hyland. In the event any invoice contains a billing error which is discovered by Hyland, Hyland may issue a new invoice to correct the error.

2.4 GENERAL PAYMENT TERMS. Customer shall pay in full each invoice from Hyland net thirty (30) days from the date of Customer's receipt of such invoice.

2.5 CERTAIN REMEDIES FOR NON-PAYMENT OR FOR LATE PAYMENT. At the election of Hyland, exercisable by written notice to Customer, any past due amounts under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts invoiced by Hyland, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any Maintenance and Support, and the delivery of any Upgrades and Enhancements of Software, unless and until such default shall have been cured.

2.6 CURRENCY; DELIVERY AND SHIPMENT OF HASPS, CDS, AND EQUIPMENT. Unless otherwise agreed by Hyland, all fees, costs and expenses under these Terms shall be determined and invoiced in, and all payments required to be made in connection with these Terms shall be made in, U.S. dollars. Delivery of HASPs, if any, shall be F.O.B. Hyland's (or its affiliate's) offices and Hyland will select the shipping method and carrier.

3. MAINTENANCE AND SUPPORT.

3.1 GENERALLY. Provided that Customer is current in its payment of annual maintenance fees, Hyland will provide Customer the following assistance and support with respect to Software: (a) telephone or online technical support related to problems reported by a Technical Contact and associated with the operation of any Software; (b) reasonable efforts to correct any Error in the Software reported by a Technical Contact, which may be effected by a reasonable work-around, according to the severity of the confirmed Error as determined by Hyland; and (c) the provision of Upgrades and Enhancements, if and when released by Hyland, in accordance with Hyland's policies. Hyland may elect to correct an Error in the current available or in the next available commercially released version of the Software, such that Customer may be required to implement an Upgrade and Enhancement in order to obtain the correction. Customer acknowledges and agrees that, with respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland's policies respecting Upgrades and Enhancements and the release thereof, if any. In requesting Maintenance and Support services, Customer will report in accordance with Hyland's then-applicable reporting policies. Maintenance and Support is not available for Retired Software. THESE TERMS ARE NOT A WORK-FOR-HIRE AGREEMENT.

3.2 REQUESTING SUPPORT. In requesting Maintenance and Support, Customer's Technical Contact will submit requests through Hyland's secure end user website, the details of which will be separately provided to Customer. In the case of reporting an Error, Customer's Technical Contact 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 Error. Customer's Technical Contact will work with Hyland support personnel during the problem isolation process, as reasonably needed. Customer will notify Hyland of any configuration changes, such as network installation/expansion, Software upgrades, relocations, etc.

3.3 GENERAL EXCLUSIONS. Hyland is not responsible for providing, or obligated to provide, Maintenance and Support: (1) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any Error or defect in any configuration of the Software, which activities in any such case were undertaken by any party other than Hyland; (2) in connection with any Error or defect if Hyland has previously provided corrections for such Error or defect which Customer fails to implement; (3) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Hyland), hardware or any system or networking utilized by Customer; (4) if the Software or related software or systems have been subjected to abuse, misuse (including use contrary to the Documentation, manufacturer's specifications, or duty cycles, or with software or hardware not supported by the

applicable Software), improper handling, accident or neglect; or (5) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Maintenance and Support to Customer with respect to the Software. Maintenance and Support is not provided for any Work Products. Maintenance and Support does not include any services that Hyland may provide in connection with assisting or completing an upgrade of Software with any available Upgrade and Enhancement.

3.4 LAPSED MAINTENANCE AND SUPPORT. If Maintenance and Support has lapsed for any reason, reinstatement of Maintenance and Support will be at Hyland's discretion, and subject to re-instatement fees.

3.5 CUSTOMER OBLIGATIONS. Hyland's obligation to provide Maintenance and Support as described in this Section is subject to Customer's compliance with these Terms, including without limitation the obligations described in Section 4 of these Terms.

4. CUSTOMER OBLIGATIONS.

4.1 OPERATION AND PROTECTION OF SYSTEMS. Customer acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software and all related hardware and software (including the database software); and for obtaining or providing training for its personnel; and for instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

4.2 ON-LINE ACCESS. Customer acknowledges and agrees that Hyland may require on-line access to the Software installed on Customer's systems in order to provide Maintenance and Support. Accordingly, Customer shall install and maintain means of communication and the appropriate communications software as mutually agreed upon by Hyland and Customer and an adequate connection with Hyland to facilitate Hyland's on-line Maintenance and Support. Such right of access and use shall be provided at no cost or charge to Hyland. If Customer requests services which are outside the scope of Maintenance and Support, including, but not limited to, on premises services, Customer agrees that such services shall not be covered by this Section and such services only shall be engaged pursuant to a professional services agreement entered between Hyland and Customer.

5. LIMITED WARRANTY FOR MAINTENANCE AND SUPPORT SERVICES. For a period of sixty (60) days from the date of completion of Maintenance and Support services, Hyland warrants to Customer that such services have been performed in a good and workmanlike manner and substantially according to industry standards. This warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under these Terms. Hyland's sole obligation, and Customer's sole and exclusive remedy for any non-conformities to the express limited warranties hereunder shall be as follows: provided that, within the applicable warranty period, Customer notifies Hyland in writing of the non-conformity, Hyland will use reasonable efforts to re-perform the non-conforming services in an attempt to correct the non-conformity(ies). If Hyland is unable to correct such non-conformity(ies) after a reasonable period of time, Customer's sole and exclusive remedy shall be to exercise its termination rights under these Terms.

6. DISCLAIMER OF WARRANTIES.

6.1 EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN SECTION 5 OF THESE TERMS, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE OR MAINTENANCE AND SUPPORT PROVIDED UNDER THESE TERMS. HYLAND AND ITS 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 SUPPLIERS DO NOT WARRANT THAT ANY SOFTWARE OR MAINTENANCE AND SUPPORT PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE PROVIDED WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

6.2 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 these Terms is authorized unless it is set forth in writing, references these Terms, and is signed on behalf of Hyland by a corporate officer.

7. LIMITATIONS OF LIABILITY.

7.1 NEITHER PARTY NOR ANY OF ITS AFFILIATES (AND IN THE CASE OF HYLAND, SUPPLIERS) SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, GOODWILL, SAVINGS OR PROFITS (EXCLUDING FEES DUE UNDER THESE TERMS), 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.

7.2 HYLAND'S (INCLUDING ITS AFFILIATES AND SUPPLIERS) TOTAL, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER TO HYLAND (LESS ANY REFUNDS OR CREDITS) GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST GIVING RISE TO SUCH CLAIM.

8. CONFIDENTIAL INFORMATION.

8.1 "Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of these Terms by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without reference to the other party's information.

8.2 Each party agrees that, with respect to the Confidential Information of the other party, or its affiliates, such party as a recipient shall use the same degree of care to protect the other party's Confidential Information that such party uses to protect its own confidential information, but in any event not less than reasonable care, and not use or disclose to any third party any such Confidential Information, except as may be required by law or court order or as provided under these Terms. Each party shall be liable and responsible for any breach of this Section committed by any of such party's employees, agents, consultants, contractors or representatives.

9. TERM.

9.1 TERM. These Terms shall continue in full force and effect for as long as Hyland is providing Maintenance and Support to Customer.

9.2 TERMINATION. Either party may terminate these Terms, in each case in its entirety, effective immediately upon written notice to the other party, if the other party has committed a breach of a material provision of these Terms and has failed to cure the breach within thirty (30) days after the receipt of written notice of the breach given by the non-breaching party.

9.3 CERTAIN EFFECTS OR CONSEQUENCES OF TERMINATION; SURVIVAL OF CERTAIN PROVISIONS.

9.3.1 *Generally.* Any termination of these Terms will not discharge or otherwise affect any pre-termination obligations of either party existing under these Terms at the time of termination, and all liabilities which have accrued prior to the date of termination shall survive. In the event that Customer terminates these Terms for cause due to Hyland's breach, Customer shall be entitled to a pro rata refund of annual maintenance fees actually paid for the annual maintenance period which terminates as a result of such termination; otherwise, Customer is not entitled to any refund of annual maintenance fees paid.

9.3.2 *Survival of Certain Obligations.* All provisions set forth in these Terms, which by their nature extend beyond the termination of these Terms will survive and remain in effect until all obligations are satisfied, including, but not limited to, Sections 6 through 11. For clarity, Hyland will have no obligation to provide Maintenance and Support following any termination of these Terms.

10. FORCE MAJEURE. No failure, delay or default in performance of any obligation of a party to these Terms (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure,

delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under these Terms is postponed or extended pursuant to this Section for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate these Terms.

11. GENERAL PROVISIONS.

11.1 GOVERNING LAW; JURISDICTION. These Terms and any claim, action, suit, proceeding or dispute arising out of these Terms shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of these Terms shall vest exclusively in the federal or state courts of general jurisdiction located in Cuyahoga County, Ohio.

11.2 INTERPRETATION. The headings used in these Terms are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in these Terms shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to these Terms.

11.3 WAIVER. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

11.4 INTEGRATION. These Terms set forth the entire agreement and understanding between the parties pertaining to the subject matter and merge all prior agreements, negotiations and discussions between them on the same subject matter. These Terms shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Customer specifically acknowledges and agrees that any other terms varying from or adding to these Terms, whether contained in any purchase order or other electronic, written or oral communication made from Customer to Hyland are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by Hyland. These Terms will prevail over any conflicting stipulations contained or referenced in any other document.

11.5 NOTICES. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under these Terms shall be in writing and sent to each party, by either: (A) reputable, overnight courier, specifying next day delivery to the address specified on the invoice to which these Terms are linked; or (B) email to the address below or such other email address provided by such party for such purpose, without receipt of a notice of failed delivery.

In cases where the Hyland contracting party is not Hyland Software, Inc., all notices shall also be sent with copy to:

Hyland Software, Inc.

28105 Clemens Road

Westlake, OH 44145

Attn: General Counsel

hylandcontracts@hyland.com

11.6 BINDING EFFECT; NO ASSIGNMENT. These Terms shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign, transfer or sublicense all or part of these Terms or its rights or obligations under these Terms, in whole or in part, to any other person or entity without the prior written consent of the other party; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by a party of these Terms in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of such party's assets that assumes in writing all of such party's obligations and duties under these Terms. Notwithstanding anything to the contrary, Hyland may assign these Terms to any Hyland affiliate without the consent of the other party upon written notice to the other party. Any assignment made without compliance with the provisions of this Section 11.6 shall be null and void and of no force or effect. The parties agree that Hyland may assign or subcontract all or part of its obligations contemplated by these Terms to a Hyland affiliate.

11.7 SEVERABILITY. If any provision of these Terms is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

11.8 SUBCONTRACTING. Hyland may subcontract all or any part of Maintenance and Support services. Hyland shall remain responsible to Customer for the provision of any subcontracted services.

11.9 INDEPENDENT CONTRACTOR. The parties hereto are independent contractors under these Terms and nothing in these Terms authorizes a party to act as a legal representative or agent of the other party for any purpose or to commit the other party to any obligations with a third party, including, but not limited to, any obligations related to such other party's employees. It is expressly understood that these Terms do not establish a franchise relationship, partnership, principal-agent relationship or joint venture.