

## **PROFESSIONAL SERVICES TERMS AND CONDITIONS**

As of the Effective Date of the Incorporating Document, these Professional Services Terms and Conditions (these "Terms and Conditions") are part of the Incorporating Document (as defined in Section 1, below).

### **1. DEFINED TERMS.**

"Agreement" means these Terms and Conditions, together with the Incorporating Document.

"Customer" means the entity that has entered into the Incorporating Document with Hyland. In the case that the counterparty is a certified channel partner of Hyland's, Section 17.10 of these Terms and Conditions shall apply.

"Disputed Amounts" means those amounts set forth on any invoice for which Customer has provided written notice to Hyland, prior to the invoice due date, setting forth Customer's objections, in reasonable detail, to such amounts.

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

"Hyland" means the Hyland company that is a party to the Incorporating Document.

"Incorporating Document" means the Services Proposal, Order Form or other agreement or document entered into between Customer and Hyland and within which these Professional Services Terms and Conditions are referenced or linked.

"Innovations" means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of this Agreement.

"Parties" means Hyland and Customer and each, a "Party".

"Professional Services" means the services performed by Hyland under the Incorporating Document.

"Prohibited Act" means the (a) removal of any copyright, trademark or other proprietary rights notices that appear on or during the use of the Software, Work Products or Documentation; (b) sale, transfer, rental, lease or sub-license of any Software, Work Products or Documentation to any third party; (c) except as expressly permitted with respect to Software, Work Products, alter or modify the Software, Work Products or Documentation; (d) reverse engineering, disassembly, decompiling or attempt to derive source code from the Software, Work Products or Documentation, or preparing of derivative works therefrom; or (e) breach of any provision of Sections 9, 13 or 14 of these Terms and Conditions.

"Software" means Hyland's proprietary software product(s) or solution for which Customer has obtained a valid license from Hyland or one of its authorized channel partners.

"Specifications" means the definitive, final functional specifications for Work Products, if any, produced by Hyland under the Incorporating Document. Specifications shall be considered Documentation, where used in this Agreement, in the case of Work Products.

"Working Hour" means the services of one (1) person for a period of one (1) hour (or any part thereof) during regular business hours.

"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 services under this Agreement. If applicable, Work Products shall include any pre-configured templates or VBScripts which have been or may be created or otherwise provided by Hyland to Customer as part of the configuration of the advance capture module of the Software.

**2. FULFILLMENT.** Hyland will provide the Professional Services described in this Agreement at a time and on a schedule that is set forth in this Agreement or as mutually agreed upon by the Parties in writing. If any delays in the performance of the Professional Services occur solely as a result of any incorrect information, incorrect assumption or failure of Customer to perform or fulfill its obligations in connection with this Agreement, the performance schedule for the applicable project may be extended. Hyland shall have no liability or responsibility for any costs or expenses resulting from such delays. In the event that performance of any milestone set forth in this Agreement is not met due to a delay solely caused by Hyland, and provided that such cause is not an event of force majeure, Hyland agrees, at no additional charge to Customer, to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the slippage of later milestones or completion of the

Professional Services. The Parties agree that the Professional Services or any Work Products described in the Incorporating Document that have been performed or developed, in whole or in part, by Hyland prior to the execution of this Agreement by the Parties nevertheless shall be covered by all terms and conditions of this Agreement.

**3. CHANGES TO INCORPORATING DOCUMENT.** Hyland or Customer may, at any time, reasonably request a change to the Incorporating Document. Any requested change that the Parties mutually accept (a "Change") will be set forth in a written change order, prepared by Hyland and signed by both Parties, that specifically references the Incorporating Document. In the event the Parties are unable to mutually agree upon a proposed Change or a proposed change order, and such proposed Change relates to a material component of the project that is the subject of the Incorporating Document, either Party may terminate this Agreement upon not less than thirty (30) days advance written notice to the other Party.

#### **4. CUSTOMER'S OBLIGATIONS.**

4.1 Assistance and Obligations. Customer agrees that it will cooperate with and assist Hyland in the performance of the Professional Services under this Agreement, will provide the resources specified in this Agreement and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of this Agreement. During any period in which Hyland is performing services hereunder, Customer shall provide to Hyland project team independent local (onsite) and remote (offsite) access through the use of secure connections such as a network connection, VPN connection or other similar methods and dedicated user accounts with appropriate privileges to the applicable Software, hardware or virtual machines allocated to the applicable Software system. Remote and local access will be granted for all provisioned environments, including production. Customer acknowledges that if it fails to provide assistance or perform or fulfill its obligations in accordance with this Agreement, Hyland's ability to provide the Professional Services, meet the performance schedule set forth in this Agreement and keep services fees reasonably in line with any estimates given in this Agreement may be adversely affected.

4.2 Third Party Software Rights. Notwithstanding any contrary terms, if Customer requests Hyland to perform Professional Services on or with respect to any third party software, Customer represents and warrants to Hyland that Customer has all necessary rights to allow Hyland to do so.

4.3 Protection of Customer's Systems. EXCEPT AS IT RELATES TO A HOSTED SOLUTION HOSTED BY HYLAND, 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.

4.4 Safe Work Environment. Customer will be responsible for and shall ensure that while Hyland employees, agents or subcontractors are on Customer's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

**5. SERVICES FEES.** Except as otherwise provided in the Incorporating Document: (a) Hyland will charge services fees to Customer for the Professional Services at Hyland's then-current standard list price for the applicable Professional Services and (b) Hyland shall invoice Customer for the Professional Services fees monthly, in arrears, based on the number of Working Hours required to complete the project and the applicable hourly fees, and Customer shall pay all invoice amounts (other than Disputed Amounts) in full within thirty (30) days after the invoice date. Any estimates of fees or Working Hours required to complete the project are approximations of the anticipated amount of fees and time needed to complete the project. The actual number of Working Hours may vary.

**6. TRAVEL AND EXPENSES.** Customer shall be responsible to pay or reimburse Hyland for all customary and reasonable out-of-pocket costs and expenses incurred by Hyland in connection with the performance of Professional Services under this Agreement (including fees and expenses relating to travel, meals, lodging and third party vendor registration requirements) in accordance with Hyland's applicable internal policy for the reimbursement of costs and expenses to its employees. Except as otherwise provided in the Incorporating Document, Hyland shall invoice Customer for all reimbursable costs and expenses on a monthly basis, in arrears; and Customer shall pay in full each such invoice issued hereunder net thirty (30) days from the date Hyland issues such invoice.

**7. CERTAIN REMEDIES FOR NON-PAYMENT OR FOR LATE PAYMENT.** At the election of Hyland, exercisable upon written notice to Customer, any past due amounts (other than Disputed Amounts) 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: (a) any default by Customer in the payment of any amount (other than a Disputed Amount), which default continues unremedied for at least thirty (30) calendar days after the due date of such payment or (b) any failure of the Parties to resolve a dispute related to a Disputed Amount within sixty (60) days (or such other period as mutually agreed upon, in writing, by the Parties) following Hyland's receipt of written notice from Customer timely disputing payment of such amounts, Hyland shall have the right to suspend or cease the provision of any Professional Services under this Agreement unless and until such default has been cured or such dispute has been resolved.

**8. TAXES AND GOVERNMENTAL CHARGES.** All payments under this Agreement 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.

## **9. WORK PRODUCTS.**

9.1 Ownership. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. Hyland or its suppliers retain, on an exclusive basis, for itself or themselves all right, title and interest in and to any intellectual property developed, discovered, conceived or introduced by Hyland during the performance of this Agreement, including, but not limited to, all patents, patent applications, copyrights, trademarks, other intellectual property rights and proprietary and confidential information rights in, relating to or associated with any Work Product, Innovation or Documentation. The Software, Documentation, and Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software, Innovations or Work Products are transferred to Customer. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software, Documentation, or Work Products, except for the limited express rights granted in this Agreement.

9.2 Work Products License. Hyland grants to Customer a limited, non-exclusive, non-assignable license to use the Work Products only in connection with Customer's authorized use of the Software, or other Hyland products or services (collectively "Hyland Core Product") with which such Work Product was delivered by Hyland for use by Customer. Customer may not: (a) make or authorize the making of copies of any Work Products; (b) remove any Hyland notices in the Work Products; (c) sell, transfer, rent, lease, time share or sublicense the Work Products to any third party; or (d) disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any Work Product for any reason. Customer further agrees that, in connection with any use of the Work Products by Customer, the Work Products shall not be copied and installed on additional servers unless Customer has purchased a license therefore. All restrictions on use of the Hyland Core Product, including without limitation export restrictions and U.S. Government End User provisions under the terms of the license agreement pursuant to which Customer received the right to use the Software with which the Work Products will be used, shall apply to the Work Products. If the license to the Hyland Core Product with which such Work Product was delivered by Hyland for use by Customer terminates, Customer's right to use the applicable Work Product shall also terminate. All post-termination rights and obligations with respect to the applicable Hyland Core Product shall also apply to the Work Product.

### 9.3 Modification of Work Products.

(a) *Form of Delivered Work Products*. The form in which Hyland delivers Work Products will be determined by Hyland depending on the purpose and functionality of the Work Product.

(b) *Configuration Work Products*. If Hyland delivers a Work Product: (a) in the form of (i) source code which is compiled by tools in the Software to machine language form; or (ii) a script; or (b) created using the configuration tools in the Software (a "Configuration Work Product"), then Hyland grants to Customer the limited right to modify the Configuration Work Product, provided such modified Configuration Work Product is used only in compliance with the terms of the limited license to such Work Product granted under this Section.

(c) *Independent Work Products*. If Hyland delivers a Work Product which is not a Configuration Work Product (an "Independent Work Product"), then, except as otherwise provided in the last sentence of this paragraph, Customer may not alter or modify such Independent Work Product. If Hyland delivers an Independent Work Product, and Customer desires to obtain the right to modify the Independent Work Product, then the Parties may mutually agree that Hyland shall deliver to Customer a copy of the format of the Independent Work Product that is necessary to enable Customer to complete its modifications, subject to and upon the payment by Customer to Hyland of any additional Professional Services fees as Hyland may charge to prepare and deliver such format. In such case, Hyland grants to Customer the right to modify, and if necessary, compile the delivered format of the Independent Work Product, provided such modified Independent Work Product is used only in compliance with the terms of the limited license to such Work Product granted under this Section.

9.4 Work Products Infringement Indemnification. Hyland agrees to indemnify Customer against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Customer based upon any infringement or misappropriation by the Work Products of any patent, registered copyright or registered trademark of a third party, provided that Hyland: (i) is notified promptly after Customer receives notice of such claim; (ii) is solely in charge of the defense of and any settlement negotiations with respect to such claim, provided that Hyland will not settle any such claim without the prior written consent of Customer if such settlement contains a stipulation to or admission or acknowledgement of any liability or wrongdoing on the part of Customer or otherwise requires payment by Customer; (iii) receives Customer's reasonable cooperation in the defense or settlement of such claim; and (iv) has the right, upon either the occurrence of or the likelihood (in the opinion of Hyland) of the occurrence of a finding of infringement or misappropriation, either to procure for Customer the right to continue use of the Work Products, or to replace the relevant portions of the Work Products with other equivalent, non-infringing portions.

(a) *Removal and Refund.* If Hyland is unable to accomplish either of the options set forth in Section 9.4(iv), Hyland shall remove the infringing portion of the Work Products and refund to Customer the services fees paid, if any, by Customer solely related to the creation and implementation of the infringing Work Products under this Agreement.

(b) *Exclusions.* Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer and otherwise described in Section 9.4 that arise from: (i) use of the Work Products by Customer other than as expressly permitted by this Agreement; (ii) the combination of the Work Products with any product not furnished by Hyland to Customer; (iii) the modification or addition to of the Work Products other than by Hyland or any of its authorized channel partners specifically retained by Hyland to provide such modification or addition; or (iv) Customer's business methods, processes, information or data.

(c) THIS SECTION 9.4 STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE WORK PRODUCTS.

## **10. LIMITED WARRANTY FOR SERVICES AND WORK PRODUCTS.**

10.1 Limited Warranty for Professional Services. For a period of sixty (60) days from the date of completion of Professional Services, Hyland warrants to Customer that such Professional 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 this Agreement.

10.2 Limited Warranty for Work Products. For a period of sixty (60) days from and including the date that Hyland has delivered a completed Work Product to Customer, Hyland warrants to Customer that such Work Product, when properly installed and properly used, will function in all material respects as described in the Specifications. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Work Product that has been (a) modified or added to by Customer or a third party, (b) used in combination with equipment or software other than that which is consistent with the Specifications, or (c) misused or abused.

10.3 Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy for any non-conformities to the express limited warranties under Sections 10.1 and 10.2 shall be as follows: provided that, within the applicable sixty (60)-day 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), or, in the case of a Work Product, either repair or replace the non-conforming Work Product, which may include the delivery of a commercially reasonable workaround for the non-conformity. If Hyland is unable to correct such non-conformity(ies) after a reasonable period of time or determines that repair or replacement of the Work Product is not commercially reasonable, Customer's sole and exclusive remedy shall be to terminate this Agreement, in which event Hyland will refund to Customer the portion of the services fees under this Agreement relating directly to such non-conforming Professional Services or to the creation and implementation of the non-conforming Work Product, in either case paid prior to the time of such termination.

10.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH ABOVE, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY WORK PRODUCTS, INNOVATIONS, INFORMATION OR PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT. HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, 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 PROFESSIONAL SERVICES OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE 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.

## **11. TERMINATION.**

11.1 Generally. Except as otherwise stated in an Incorporating Document, or otherwise agreed by the parties in writing, Customer or Hyland may terminate this Agreement, for any reason, upon not less than thirty (30) days advance written notice to the other Party to such effect.

11.2 By Either Party. Either Party may terminate this Agreement 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 this Agreement 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; provided, that Hyland shall not be required to give Customer any opportunity to cure any breach in the case of any Prohibited Act, all of which are considered for all purposes to be material provisions of this Agreement.

11.3 Terminating this Agreement. In the event of any termination of this Agreement, Customer agrees to compensate



Hyland for all Professional Services already performed prior to, and including, the date of termination, except to the extent that Hyland has breached its obligations to perform such Professional Services and such breach is the cause of such termination.

11.4 Effects of Termination. Upon any termination of this Agreement in its entirety (other than by Hyland due to Customer's breach), Customer's license to use the Work Products provided in this Agreement shall survive according to its terms.

## **12. LIMITATIONS OF LIABILITY.**

12.1 NEITHER PARTY NOR ANY OF ITS AFFILIATES (AND IN THE CASE OF HYLAND, ITS 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.

12.2 HYLAND'S (INCLUDING ITS AFFILIATES AND SUPPLIERS) TOTAL, CUMULATIVE LIABILITY ARISING OUT OF THIS AGREEMENT, 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 CUSTOMER (LESS ANY REFUNDS OR CREDITS) FOR THE 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 PROFESSIONAL SERVICES PROVIDED TO CUSTOMER FREE OF CHARGE (SUCH AS EVALUATION SOFTWARE OR SERVICES), NEITHER HYLAND NOR ANY OF ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR DAMAGES.

**13. EXPORT.** Any Software, Work Products or Documentation provided under this Agreement are subject to export control laws and regulations of the United States and other jurisdictions. Customer agrees to comply fully with all relevant export control laws and regulations, including the regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software, Work Products or Documentation is not exported in violation of United States of America law or the laws and regulations of other jurisdictions. Customer agrees that it will not export or re-export the Software, Work Products or Documentation to any organizations or nationals in the United States embargoed territories of Cuba, Iran, North Korea, Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State, the U.S. Department of Treasury, the E.U. and/or any further national states maintains any commercial activities sanctions program. Customer shall not use the Software, Work Products, or Documentation for any prohibited end uses under applicable laws and regulations of the United States and other jurisdictions, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America and other jurisdictions.

## **14. CONFIDENTIAL INFORMATION.**

14.1 "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 this Agreement 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, to the knowledge of the recipient, 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 or use of the disclosing party's information.

14.2 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 this Agreement. Customer agrees to take reasonable steps to protect all Work Products and Innovations, and any related Documentation, delivered by Hyland to Customer under Agreement from unauthorized copying or use. Each Party shall be liable and responsible for any breach of this Section 14 committed by any of such Party's employees, agents, consultants, contractors or representatives.

14.3 The Parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to Confidential Information and intellectual property rights will not be adequate for the aggrieved party's protection and, accordingly, the aggrieved party shall have the right to seek, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

**15. NON-SOLICITATION; NO-HIRE.** See Exhibit A attached hereto.

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

<u>Hyland Company</u>	<u>Additional Terms Exhibit</u>
Hyland Software Australia Pty Ltd.	Exhibit C
Hyland Software Brasil Ltda.	Exhibit D
Hyland Colombia S.A.S.	Exhibit E
Hyland France S.A.S.	Exhibit F
Hyland Software Germany GmbH	Exhibit G
Hyland Mexico S. de R.L. de C.V.	Exhibit H
Hyland Software, Inc., if Customer is located in Peru	Exhibit I

**17. GENERAL TERMS.**

17.1. Force Majeure. No failure, delay or default in performance of any obligation of a Party (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 17.1 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 under this Agreement is postponed or extended pursuant to this Section 17.1 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 this Agreement.

17.2. Governing Law; Jurisdiction. See Exhibit B attached hereto.

17.3 Binding Effect; Assignments. This Agreement 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 of or part of this Agreement or its rights or obligations under this Agreement, 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 this Agreement in its entirety to the surviving entity of a 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 this Agreement. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect. Notwithstanding anything to the contrary, Hyland may assign this Agreement to any Hyland affiliate without the consent of the other party upon written notice to the other party. Customer acknowledges that Hyland and/or any of its affiliates may fulfill any of Hyland's obligations contemplated by this Agreement.

17.4 Subcontracting. Hyland may subcontract all or any part of the Professional Services, provided, that Hyland shall remain responsible to Customer for the provision of any subcontracted services.

17.5 Independent Contractor. The Parties acknowledge that Hyland is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing any Professional Services.

17.6 Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the Parties, any rights or remedies by reason of this Agreement; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this Agreement as it applies to their respective software products.

17.7 Integration. This Agreement, including any exhibit, schedule or agreement attached to this Agreement or referenced in this Agreement, sets forth the entire agreement and understanding of the Parties pertaining to the subject matter hereof and merges and supersedes all prior agreements, negotiations and discussions between them on the same subject matter. Any other terms varying from or adding to the terms of this Agreement, whether contained in any purchase order or other electronic, written or oral communication made from one Party to the other, are rejected and shall be null and void and of no force or effect unless included in a written amendment mutually signed by the Parties. To the extent there is a conflict between these Terms and Conditions and the Incorporating Document, the terms of these Terms and Conditions control.

17.8 Severability. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement 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.

17.9 Corporate Policies. Hyland acknowledges that Customer maintains corporate policies which apply to individuals who will perform services utilizing Customer's premises or system (collectively, the "Corporate Policies"). In performing Professional Services under this Agreement, Hyland will use reasonable efforts to comply with the Corporate Policies to the extent such Corporate Policies are applicable to the delivery of such Professional Services, do not conflict with the Agreement or any other related agreement in place between Hyland and Customer and have been provided to Hyland reasonably in advance of any Professional Services engagement. Notwithstanding anything to the contrary in such Corporate Policies, if a Hyland resource fails to comply with the Corporate Policies and such failure does not otherwise constitute a breach of this Agreement, then Customer acknowledges and agrees that Hyland will not be in breach of contract or otherwise liable for damages, and as Customer's sole remedy, Customer may immediately remove from its premises the individual resource(s) responsible for the failure and require that such individual resource(s) do not perform any further Professional Services for Customer.

17.10 Certified Channel Partner. To the extent that Customer is a certified channel partner of Hyland's, the Incorporating Document has been entered into by Customer for the benefit of an end user (an "End User"), and such End User has not previously entered into a separate contract with Hyland that governs the Professional Services provided under the Incorporating Document, the terms of this Section shall apply.

Customer and Hyland acknowledge and agree that Hyland is providing Professional Services to Customer for the benefit of End User; therefore, Customer (a) represents and warrants that it has entered into a binding contract with End User with respect to the project, under the terms of which Customer is permitted to retain Hyland as a subcontractor to provide the Professional Services contemplated pursuant to this Agreement; (b) agrees that the license to Work Products in Section 9.2 shall be sublicensed by Customer to the End User, subject to the restrictions stated therein and that other than the right to sublicense the Work Products, the license to the Work Products does not extend to Customer; and (c) agrees that it shall cause End User to comply with the provisions of this Agreement that are binding upon Customer as if End User was a Party, including by facilitating End User's cooperation as requested by Hyland to provide the Professional Services and causing End User to abide by the restrictions and limitations contained herein. Further, Customer agrees that it shall be responsible for compliance with this Agreement by End User and expressly agrees to indemnify Hyland from and against all claims, liabilities, losses, damages and costs, including reasonable attorneys' fees and court costs, suffered or incurred by Hyland arising from any breach by End User of any provisions of this Agreement.

17.11 Controlling Language. Hyland may make other versions of these Terms and Conditions available in other languages at this online location. This English language version of these Terms and Conditions controls over any version of the Terms and Conditions 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 these Terms and Conditions are not made available at this online location in the Other Language, this English language version controls over any other version of the Terms and Conditions that may be made available at this online location in another language.

### **Exhibit A** **Non-Solicitation; No-Hire**

Section 15 of the Agreement (Non-Solicitation; No-Hire) shall be the terms set forth on this Exhibit A, based upon the applicable Hyland company listed below:

"Restricted Individuals" means any person (i) with whom the hiring party had contact or who became known to the hiring party in connection with the Agreement; and (ii) who is or was an employee of the other party, in each case at any time during such person's employment by the other party or within one year (1) after such person has ceased to be an employee of the other party.

During the term of this Agreement and for one (1) year after the expiration or termination of the Agreement, neither Customer nor Hyland will (except to the extent either party receives the prior written consent of the other party):

(a) solicit for employment or for engagement as an independent contractor for the soliciting party or for any other third party a Restricted Individual, or otherwise encourage or assist any such Restricted Individual to leave the employ of the other party for any reason, in each case at any time during such Restricted Individual's employment by the other party or within one year (1) after such person has ceased to be an employee of the other party; or

(b) hire or engage, directly or indirectly, as an employee or independent contractor a person who is a Restricted Individual.

(c) A general advertisement or a request for employment that is initiated exclusively by an employee of the other party shall not be considered a solicitation pursuant to Section 15(a). The Parties agree that this provision survives the termination of the Agreement.

(d) Section 15(d) of the Agreement shall be the terms set forth below, based upon the applicable Hyland company listed below:

1. If Hyland is Hyland Software, Inc. (except to the extent Customer is located in Peru), Hyland Australia Pty Ltd., Hyland France S.A.S., Hyland Italy SRL, Hyland Software Malta Ltd., Hyland Netherlands B.V., Hyland New Zealand Limited, or Hyland Poland Spolka Z.O.O., the following terms shall apply as Section 15(d):

Each violation of this provision by a party entitles the other party to liquidated damages (not a penalty) in an amount equal to 100% of the Restricted Individual's annual earnings immediately prior to leaving the other party's service, and, in either case, all costs associated with the collection of such liquidated damages, including, but not limited to, reasonable attorneys' fees.

2. Hyland Software Brasil Ltda. If Hyland is Hyland Software Brasil Ltda, the following terms shall apply as Section 15(d): Each violation of this provision by a party entitles the other party to liquidated damages (not a penalty) in an amount equal to One Hundred Ninety Thousand Real (R\$190,000.00), and all costs associated with the collection of such liquidated damages, including but not limited to reasonable attorneys' fees.

3. Hyland Software Germany GMBH. If Hyland is Hyland Software Germany GMBH, the following terms shall apply as Section 15(d): Each culpable violation of this provision by a part entitles the other to a payment in an amount equal to Fifty Thousand Euros (€50,000.00), and all costs associated with the collection of such payment, including but not limited to attorneys' fees.

Additionally, notwithstanding anything to the contrary herein, subsection 15(c) above shall be and hereby is amended and replaced in its entirety as follows: A general advertisement or a request for employment that is initiated exclusively by an employee of the other party shall not be considered a solicitation pursuant to Sections 15(a) and 15(b). The Parties agree that this provision survives the termination of the Agreement.

4. Hyland Software Mexico S. de R.L. de C.V.If Hyland is Hyland Software Mexico S. de R.L. de C.V., the following terms shall apply as Section 15(d): Each violation of this provision by a party entitles the other party to liquidated damages (not a penalty) in an amount equal to 100% of the Restricted Individual's annual earnings immediately prior to leaving the other party's service, and, in either case, all costs associated with the collection of such liquidated damages, including, but not limited to, reasonable attorneys' fees.

5. Hyland Switzerland SARL. If Hyland is Hyland Switzerland SARL, the following terms shall apply as Section 15(d): Each violation of this provision by a part entitles the other to a payment in an amount equal to Fifty Thousand Swiss Francs (CHF50,000.00), and all costs associated with the collection of such payment, including but not limited to attorneys' fees.

6. Hyland UK Operations Limited. If Hyland is Hyland UK Operations Limited, the following terms shall as Section 15(d):

i. In the event that Customer breaches this Section 15, then Customer shall, on demand, pay to Hyland a sum by way of liquidated damages (in full and final satisfaction of its liabilities under this Section 15) equal to Thirty Five Thousand GBP (£35,000.00), and all costs associated with the collection of such sum by Hyland, including but not limited to reasonable attorneys' fees. The Parties confirm that in all circumstances this sum is reasonable and necessary to protect the legitimate business interests of Hyland and represents a genuine pre-estimate of Hyland's loss and is not extravagant or exorbitant nor unconscionable.

ii. In the event that Hyland breaches this Section 15, then Hyland shall, on demand, pay to Customer a sum by way of liquidated damages (in full and final satisfaction of its liabilities under this Section 15) equal to Thirty Five Thousand GBP (£35,000.00), and all costs associated with the collection of such sum by Customer, including but not limited to reasonable attorneys' fees. The Parties confirm that in all



circumstances this sum is reasonable and necessary to protect the legitimate business interests of Customer and represents a genuine pre-estimate of Customer's loss and is not extravagant or exorbitant nor unconscionable.

7. Hyland Software Canada ULC. If Hyland is Hyland Software Canada ULC, the following terms shall apply as Section 15 of the Agreement (Non-Solicitation; No-Hire):

During the term of this Agreement, Customer will not:

(a) solicit for employment or for engagement as an independent contractor for itself or for any other third party a person who is an employee of Hyland, or otherwise encourage or assist any such person to leave the employ of Hyland for any reason; or

(b) hire or engage, directly or indirectly, as an employee or independent contractor a person: (i) with whom the Customer had contact or who became known to the Customer in connection with this Agreement; and (ii) who is an employee of Hyland;

(c) Each violation of this provision by a party entitles the other party to liquidated damages (not a penalty) in an amount equal to 100% of the employee's annual earnings immediately prior to leaving the other party's service, and, in either case, all costs associated with the collection of such liquidated damages, including, but not limited to, reasonable attorneys' fees. A general advertisement or a request for employment that is initiated exclusively by an employee of the other party shall not be considered a solicitation pursuant to this Section 15.

For any Hyland company not referenced in this Exhibit A, Section 15 (Non-Solicitation; No-Hire) shall not apply.

### **Exhibit B** **Governing Law; Jurisdiction**

Section 17.2 of the Agreement (Governing Law; Jurisdiction) shall be the terms set forth in this Exhibit B, based upon the applicable Hyland company listed below:

1. Hyland Software, Inc. If Hyland is Hyland Software, Inc., the following terms shall apply: This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio U.S.A. (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Cuyahoga County, Ohio U.S.A.

provided, that if Hyland and is providing services within the following countries, the terms identified below shall apply in lieu of the terms above:

1) Peru. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive Laws of the Republic of Peru, except for the Conflicts of Laws (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. In the event of any controversy in connection with this Agreement, including its interpretation, validity and existence, such controversy shall be resolved by arbitration of law, under the rules of the Arbitration Court of the Lima Chamber of Commerce. The arbitration panel shall be conformed by three arbitrators designated in accordance to such rules. Each Party may designate one arbitrator, and the two arbitrators son designated shall designate a third

arbitrator who will act as the president of the panel.

2) Singapore This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the Republic of Singapore (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 this Agreement shall vest exclusively in the courts of Singapore.

2. Hyland Australia Pty Ltd. If Hyland is Hyland Australia Pty Ltd., the following terms shall apply: This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall be governed by and construed in accordance with the laws of Victoria, Australia, without regard to: (a) conflict of law provisions, to the extent such principles or rules would require the application of the laws of any jurisdiction other than the laws of Victoria, Australia; and (b) the United Nations Convention on Contracts for the International Sale of Goods (CISG), which the Parties intend to expressly exclude from this Agreement. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the courts of Victoria, Australia.

3. Hyland Software Brasil Ltda. If Hyland is Hyland Software Brasil Ltda., the following terms shall apply: This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive Laws of the Federative Republic of Brazil (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the central courts of the City of São Paulo.

4. Hyland Software Canada ULC. If Hyland is Hyland Software Canada ULC, the following terms shall apply: This Agreement, and all claims or causes of action (whether in contract, tort, equity or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the laws of the Province of Ontario and Canada, without regard to (a) the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Province of Ontario and Canada, and (b) the United Nations Convention on Contracts for the International Sale of Goods (CISG), which is explicitly excluded. All disputes arising out of or in connection with this Agreement, including injunctive or other preliminary or interlocutory measures, will be resolved by the Courts of the Province of Ontario, to the exclusion of the jurisdiction of any other courts. The Parties agree to submit to the sole jurisdiction of the Courts of the Province of Ontario and will not raise any objection to the forum nor the jurisdiction of the Courts of the Province of Ontario.

5. Hyland Colombia S.A.S. If Hyland is Hyland Colombia S.A.S., the following terms shall apply: This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of Colombian legislation (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. In the event of any controversy, claim, action, suit, proceeding or dispute, in connection with this Agreement, including its interpretation, validity and existence, such controversy shall be resolved by arbitration of law, under the rules of the Arbitration Rules of the International Chamber of Commerce. The arbitration panel shall be conformed by arbitrators designated in accordance with such rules. The seat of the arbitral tribunal will be the city of Bogotá D.C. in Colombia, and will decide applying Colombian legislation.

6. Hyland France S.A.S. If Hyland is Hyland France S.A.S., the following terms shall apply: This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of France (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the commercial Courts of Paris (“Tribunal de Commerce”).

7. Hyland Japan G.K. If Hyland is Hyland Japan G.K., the following terms shall apply: This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of Japan (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 this Agreement shall vest exclusively in the commercial Courts of Japan.

8. Hyland Software Germany GMBH. If Hyland is Hyland Software Germany GMBH, the following terms shall apply: This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the Laws of the Federal Republic of Germany (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the courts of Berlin, Germany.

9. Hyland Italy S.R.L. If Hyland is Hyland Italy S.R.L., the following terms shall apply: This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive Laws of Italy (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the courts of Milano, Italy.

10. Hyland Software Malta Ltd. If Hyland is Hyland Software Malta Ltd., the following terms shall apply: This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive Laws of Malta (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. All disputes arising out of or in connection with this agreement will be subject to the jurisdiction of the Maltese Courts, to the exclusion of the jurisdiction of any other courts.

11. Hyland Software Mexico S. de R.L. de C.V. If Hyland is Hyland Software Mexico S. de R.L. de C.V., the following terms shall apply: This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive Laws of Mexico (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. All disputes arising out of or in connection with this agreement will be resolved by the competent courts sitting in Mexico City.

12. Hyland Netherlands B.V. If Hyland is Hyland Netherlands B.V., the following terms shall apply: This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive Laws of the Netherlands (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws

provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the competent courts of Amsterdam.

13. Hyland New Zealand Limited. If Hyland is Hyland New Zealand Limited, the following terms shall apply: This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall be governed by and construed in accordance with the laws of New Zealand, without regard to (a) the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of New Zealand, and (b) the United Nations Convention on Contracts for the International Sale of Goods (CISG), which is explicitly excluded. The Parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this Agreement.

14. Hyland Poland Spolka Z.O.O. If Hyland is Hyland Poland Spolka Z.O.O., the following terms shall apply: This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive Laws of Poland (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the common court having jurisdiction at the registered seat of Hyland.

15. Hyland Portugal, LDA. If Hyland is Hyland Portugal, LDA, the following terms shall apply: This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive Laws of Portugal (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. All disputes arising out of or in connection with this Agreement will be subject to the jurisdiction of the judicial courts of Lisbon, Portugal, to the exclusion of the jurisdiction of any other courts.

16. Hyland Spain S.L.U. If Hyland is Hyland Spain S.L.U., the following terms shall apply: This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive Laws of Spain (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the courts of Madrid, Spain.

17. Hyland Switzerland SARL. If Hyland is Hyland Switzerland SARL, the following terms shall apply: This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive Laws of Switzerland (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. The Parties hereby submit to the exclusive jurisdiction and venue of the courts at the registered seat of Hyland.

18. Hyland UK Operations Limited. If Hyland is Hyland UK Operations Limited, the following terms shall apply: This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive Laws of England and Wales (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the courts of general jurisdiction located in London, England.



**Exhibit C**  
**Hyland Australia Pty Ltd. Additional Terms Exhibit**

If Hyland is Hyland Software Australia Pty Ltd., this Exhibit C shall apply:

Australian Consumer Law for Users in Australia. The following language applies only if the purchase of the goods (the Software licenses) by Customer falls under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010):

The warranties provided by Hyland in this Agreement are in addition to other rights and remedies of Customer under the Australian Consumer Law and nothing in this Agreement is intended to limit these rights and remedies which cannot be excluded under the Australian Consumer Law. The goods come with guarantees that cannot be excluded under the Australian Consumer Law. Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Customer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and failure does not amount to a major failure.

If Customer believes that it has an alleged non-conformance of warranty claim, such claim needs to be made within the applicable sixty (60) day warranty period and should be made to the warranty provider, Hyland, as follows: (1) in writing to Hyland at the following address: Attn: Legal Department, Hyland Software, Inc. 28105 Clemens Road, Westlake, Ohio 44145 (USA); or (2) in writing via email to Hyland at [australianconsumerlaw@hyland.com](mailto:australianconsumerlaw@hyland.com).

Customer will bear the expense of making a warranty claim under the terms set forth on this Exhibit C.

If the purchase of the goods by Customer does not fall under the Australian Consumer Law, this Exhibit C shall not apply and the warranty and disclaimer otherwise stated in this Agreement shall control.

**Exhibit D**  
**Hyland Software Brasil LTDA Additional Terms Exhibit**

If Hyland is Hyland Software Brasil LTDA, this Exhibit D shall apply:

1. Section 7 of the Agreement shall be replaced in its entirety as follows: At the election of Hyland, exercisable by written notice to Customer, any past due amounts (except Disputed Amounts) under any Hyland invoice shall be subject to a fine of ten percent (10%) on top of the due amount, adjusted by the IPCA, plus late payment interest at the rate of one and one percent (1%) per month calculated **pro rata die** from the date due through the date that such past due amounts, such fine, and such accrued interest are paid in full. **For all purposes**, "IPCA" means the Índice de Preços para o Consumidor Amplo, as measured by IBGE, or any index created to replace this index. In the event of: (a) any default by Customer in the payment of any Undisputed Amounts, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment; or (b) any failure of the Parties to resolve a dispute relating to a Disputed Amount within sixty (60) days (or such other period mutually agreed by the Parties in writing) following Hyland's receipt of the written notice timely disputing payment of such amounts, Hyland shall have the right to suspend or cease the provision of any services under this Agreement unless and until such default shall have been cured or such dispute has been resolved, as applicable

2. Section 8 of the Agreement shall be modified to include the following: Unless otherwise agreed in writing in a commercial proposal, all payments under this Agreement 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.

3. The following provision shall be added to Section 9.1 of the Agreement: Customer agrees that Articles 4 and 5 of the Brazilian Software Law (Law No. 9.609/98) DO NOT apply to this Agreement.

4. The following provision shall be added as Section 11.5 of the Agreement: The termination of this Agreement by the innocent party in accordance with Section 11.2 above shall in no event entitle the infringing and/or insolvent party to claim any compensation and/or an indemnity whatsoever and the parties expressly hereby agree and declare that the term is reasonable, sufficient and suitable to the nature of the business and/or activity to be performed by the parties hereunder.

**Exhibit E**  
**Hyland Colombia S.A.S. Additional Terms Exhibit**

If Hyland is Hyland Colombia S.A.S., this Exhibit E shall apply:

1. Section 12.1 of the Agreement shall be replaced in its entirety as follows:

NEITHER PARTY NOR ANY OF ITS AFFILIATES (AND IN THE CASE OF HYLAND, ITS SUPPLIERS) SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR MORAL 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.

2. Section 17.7 of the Agreement shall be replaced in its entirety as follows: This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, including any schedules, order forms, or attachments that may be referenced. No provision of this Agreement will be deemed waived, amended or modified by any of the parties, unless such waiver, amendment or modification is made in writing and signed by authorized representatives of all the parties. This Agreement supersedes all previous agreements between or among any of the parties relating to the subject matter hereof. This Agreement shall not be supplemented or modified by any Course of Performance, Course of Dealing or Trade Usage. As used herein, "Course of Performance" means a sequence of conduct between the parties under this Agreement that exists if (i) it involves repeated occasions for performance by a party and (2) the other party, with knowledge of the nature of the performance and having the opportunity for objection to it, accepts the performance or acquiesces in it without objection; "Course of Dealing" means a sequence of conduct between the parties that concerns previous transactions between them that may be regarded as establishing a common basis of understanding for interpreting their expressions and other conduct; and "Trade Usage" means a trade practice that is so usual or customary that an expectation of it being followed in a particular commercial transaction is justified.

**Exhibit F**  
**Hyland France S.A.S. Additional Terms Exhibit**

If Hyland is Hyland France S.A.S. this Exhibit F shall apply:

1. Section 7 of the Agreement shall be replaced in its entirety as follows: If Customer has not paid, in whole or in part, any past due amounts (except Disputed Amounts) under any Hyland invoice, Hyland may - upon written notice to Customer - request that any past due amounts bear interest at three (3) times the legal rate and that be

added a regulatory indemnity of forty (40) euros as set by article D. 441-5 of the French Commercial code, the legal rate being calculated from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of: (a) any default by Customer in the payment of any amounts that are not Disputed Amounts, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment; or (b) any failure of the Parties to resolve a dispute relating to a Disputed Amount within sixty (60) days (or such other period mutually agreed by the Parties in writing) following Hyland's receipt of the written notice timely disputing payment of such amounts, Hyland shall have the right to suspend or cease the provision of any services under this Agreement unless and until such default shall have been cured or such dispute has been resolved, as applicable.

2. Section 12 of the Agreement is hereby amended to include the following:

12.3 The Parties acknowledge that these limitations and exclusions of Hyland's liability reflect the allocation of risk under the Agreement and the economical balance required by the Parties, that the Agreement would not have been entered into without these limitations and exclusions, and that these limitations and exclusions shall remain in effect even in the event of termination or rescission of the Agreement.

3. The following provision is added to the Agreement:

Exclusion of Unforeseeability: The Parties declare that they measure and accept the risks inherent to the performance of the Agreement. By express agreement, the Parties waive the application of the provisions of article 1195 of the French Civil code.

**Exhibit G**  
**Hyland Software Germany GmbH Additional Terms Exhibit**

If Hyland is Hyland Software Germany GmbH, this Exhibit G shall apply:

1. Section 7 of the Agreement shall be replaced in its entirety as follows:

At the election of Hyland, exercisable by written notice to Customer, any past due amounts (except Disputed Amounts) under any Hyland invoice shall bear interest at the rate of nine (9) percentage points above the then current ECB base rate per year from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of: (a) any default by Customer in the payment of any Undisputed Amounts, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment; or (b) any failure of the parties to resolve a dispute relating to a Disputed Amount within sixty (60) days (or such other period mutually agreed by the parties in writing) following Hyland's receipt of the written notice timely disputing payment of such amounts, Hyland shall have the right to suspend or cease the provision of any services under the Agreement, unless and until such default shall have been cured or such dispute has been resolved, as applicable.

2. Section 9.2 of the Agreement shall be replaced in its entirety as follows:

Work Products License. Hyland grants to Customer a limited, non-exclusive and non-assignable license to use the Work Products only in connection with Customer's authorized use of the Software, Hyland Cloud Service, or Add-On Services, or other Hyland product or service (collectively "Hyland Core Product") with which such Work Product was delivered by Hyland for use by Customer. Customer may not: (a) make or authorize the making of copies of any Work Products; (b) remove any Hyland notices in the Work Products; (c) sell, transfer, rent, lease, time share or sublicense the Work Products to any third party; or (d) disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any Work Product for any reason unless expressly permitted by statutory law for reasons indispensable to obtain the information necessary to achieve the interoperability of an independently created computer programs (see 69e of the Germany Copyright Act) or decompiling or reproducing the Software according to the provisions of see 69d of the German Copyright Act. Customer further agrees that, in connection with any use of the Work Products

by Customer, the Work Products shall not be copied and installed on additional servers unless Customer has purchased a license therefore. All restrictions on use of the Hyland Core Product, including without limitation export restrictions and U.S. Government End User provisions, under the terms of the license agreement pursuant to which Customer received the right to use the Software with which the Work Products will be used shall apply to the Work Products. If the license to the Hyland Core Product with which such Work Product was delivered by Hyland for use by Customer terminates, Customer's right to use the applicable Work Product shall also terminate. All post-termination rights and obligations with respect to the applicable Core Hyland Product shall also apply to the Work Product.

3. Section 9.4(c) of the Agreement shall be replaced in its entirety as follows: Intentionally Omitted.

4. Section 10 of the Agreement shall be replaced in its entirety as follows:

10.1 Limited Warranty for Professional Services. Hyland will perform the Professional Services in a good and workmanlike manner and substantially according to industry standards. This warranty specifically excludes (a) 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 this Agreement; and (b) any Professional Services in the nature of staff augmentation.

10.2 Limited Warranty for Work Products. For a period of one (1) year from and including the date that Hyland has delivered a completed Work Product to Customer, Hyland warrants to Customer that such Work Product, when properly installed and properly used, will function in all material respects as described in the Specifications. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Work Product that has been (a) modified or added to by Customer or a third party, (b) used in combination with equipment or software other than that which is consistent with the Specification, or (c) misused or abused.

10.3 Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranty under this Section shall be as follows: provided that, within the applicable warranty period, Customer notifies Hyland in writing of the non-conformity, Hyland will either (a) repair or replace the non-conforming Work Product, which may include the delivery of a reasonable workaround for the non-conformity; or (b) if Hyland determines that repair or replacement of the Work Product is not commercially practicable, then terminate this Agreement with respect to the non-conforming Work Product, in which event, upon compliance by Customer with its obligations upon termination, Hyland will refund any portion of the services fees paid prior to the time of such termination with respect to the creation and implementation of such Work Product. The Customer's statutory warranty rights shall remain unaffected subject to the express provisions of this Agreement.

10.4 Disclaimer of Warranties. Section 10.4 is restated herein and the following is added to Section 10.4: Statutory warranty rights of the Customer shall remain unaffected.

10.5 The following is added as an additional Section 10.5:

To the extent the Professional Services provided under this Agreement constitute a contract for work ("Werkvertrag"), in this regard the statutory customer warranty provisions apply with the following restriction: Except in cases of intent or gross negligence on the part of Hyland the statutory warranty period amounts up to one year and begins upon acceptance of the respective Professional Service concerned.

Any warranty is specifically excluded with regard to non-performance issues caused as a result of a hardware or firmware malfunction or defect, software not developed by Hyland, incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations in connection with the project covered by this Agreement. In such cases Customer agrees to reimburse Hyland for time and materials for any Professional Services provided by Hyland at Customer's request to remedy excluded non-performance problems.

5. Section 12 of the Agreement shall be replaced in its entirety as follows:

**HYLAND'S LIABILITY IS UNLIMITED IN CASE OF INTENT AND GROSS NEGLIGENCE. HYLAND IS LIABLE FOR SLIGHT NEGLIGENCE ONLY: (A) FOR DAMAGES RESULTING FROM INJURY TO LIFE, BODY OR HEALTH (B) FOR DAMAGES ARISING FROM THE BREACH OF A MATERIAL CONTRACTUAL OBLIGATION (I.E. AN OBLIGATION, THAT IS ABSOLUTELY NECESSARY FOR THE FULFILLMENT OF THIS AGREEMENT ON THE FULFILLMENT OF SUCH OBLIGATION THE CUSTOMER CAN REASONABLY RELY ON); IN CASE OF A BREACH OF A MATERIAL CONTRACTUAL OBLIGATION HYLAND'S LIABILITY IS LIMITED TO THE REPLACEMENT OF THE FORESEEABLE, TYPICALLY OCCURRING DAMAGE.**



THE ABOVE LIMITATIONS OF LIABILITY SHALL NOT APPLY IF HYLAND FRAUDULENTLY CONCEALS A DEFECT OR IF HYLAND HAS ACCEPTED A GUARANTEE FOR THE QUALITY OF THE SOFTWARE OR THE SERVICES. THE SAME APPLIES TO CLAIMS UNDER THE GERMAN PRODUCT LIABILITY ACT.

FURTHER LIABILITY OF HYLAND IS EXCLUDED.

6. The following shall be added to Section 17.3: Any assignment of monetary claims following sec. 354a German Commercial Code shall remain unaffected.

7. Section 17.8 shall be deleted in its entirety and replaced with the following: In the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement. The parties will agree on the replacement of the invalid contractual provision by an appropriate provision which comes as close as possible to what the parties to the Agreement would have wanted, had they considered the point.

**Exhibit H**  
**Hyland Mexico S. de R.L. de C.V. Additional Terms Exhibit**

If Hyland is Hyland Mexico S. de R.L. de C.V., this Exhibit H shall apply:

1. Section 12.1 of the Agreement shall be replaced in its entirety as follows:

NEITHER PARTY NOR ANY OF ITS AFFILIATES (AND IN THE CASE OF HYLAND, ITS SUPPLIERS) SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR MORAL 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.

For purposes of this Section 12.1, "Moral Damages" means those described in Article 1916 of the Mexican Federal Civil Code.

2. Section 17.7 of the Agreement shall be replaced in its entirety as follows: This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, including any schedules, order forms, or attachments that may be referenced. No provision of this Agreement will be deemed waived, amended or modified by any of the parties, unless such waiver, amendment or modification is made in writing and signed by authorized representatives of all the parties. This Agreement supersedes all previous agreements between or among any of the parties relating to the subject matter hereof. This Agreement shall not be supplemented or modified by any Course of Performance, Course of Dealing or Trade Usage. As used herein, "Course of Performance" means a sequence of conduct between the parties under this Agreement that exists if (i) it involves repeated occasions for performance by a party and (2) the other party, with knowledge of the nature of the performance and having the opportunity for objection to it, accepts the performance or acquiesces in it without objection; "Course of Dealing" means a sequence of conduct between the parties that concerns previous transactions between them that may be regarded as establishing a common basis of understanding for interpreting their expressions and other conduct; and "Trade Usage" means a trade practice that is so usual or customary that an expectation of it being followed in a particular commercial transaction is justified.

**Exhibit I**  
**Hyland Software, Inc. - Peru Additional Terms Exhibit**

If Hyland is Hyland Software, Inc., but Hyland is providing services within the country of Peru, this Exhibit I shall apply:

1. Section 12.1 of the Agreement shall be replaced in its entirety as follows:

NEITHER PARTY NOR ANY OF ITS AFFILIATES (AND IN THE CASE OF HYLAND, ITS SUPPLIERS) SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR MORAL 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.

For purposes of this Section 12.1, "Moral Damages" means those described in articles 1984 and 1322 of the Civil Code.

2. Section 17.7 of the Agreement shall be replaced in its entirety as follows: This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, including any schedules, order forms, or attachments that may be referenced. No provision of this Agreement will be deemed waived, amended or modified by any of the parties, unless such waiver, amendment or modification is made in writing and signed by authorized representatives of all the parties. This Agreement supersedes all previous agreements between or among any of the parties relating to the subject matter hereof. This Agreement shall not be supplemented or modified by any Course of Performance, Course of Dealing or Trade Usage. As used herein, "Course of Performance" means a sequence of conduct between the parties under this Agreement that exists if (i) it involves repeated occasions for performance by a party and (2) the other party, with knowledge of the nature of the performance and having the opportunity for objection to it, accepts the performance or acquiesces in it without objection; "Course of Dealing" means a sequence of conduct between the parties that concerns previous transactions between them that may be regarded as establishing a common basis of understanding for interpreting their expressions and other conduct; and "Trade Usage" means a trade practice that is so usual or customary that an expectation of it being followed in a particular commercial transaction is justified.

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

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