

HYLAND OFFICE BROKER TERMS

As of the Effective Date of the Incorporating Document (as defined below), these Hyland Office Broker Terms (these "Hyland Office Broker Terms") are made part of the Hyland Master Agreement, Channel Partner Agreement, Order Form or any other agreement or document entered into between Customer and Hyland, which incorporates these Hyland Office Broker Terms by reference (the "Incorporating Document"). As used herein, the "Agreement" means the Incorporating Document, inclusive of these Hyland Office Broker Terms, and any other agreement within which the Incorporating Document is incorporated.

1. DEFINED TERMS. All capitalized terms used in these Hyland Office Broker Terms shall have the meaning ascribed them herein or, if not defined herein, as otherwise defined within the Agreement.

"Customer" as used in these Hyland Office Broker Terms, means the party entering into the Incorporating Document with Hyland, whether that be a Hyland direct customer or authorized channel partner.

"Customer Data" as used in these Hyland Office Broker Terms, means any and all electronic data and information submitted by Customer (or if Customer is an authorized channel partner, Customer's end user) through the Hyland Office Broker.

"Hyland Office Broker" means Hyland's Microsoft Office broker service, which enables the integration between the Software and Microsoft 365.

"Subscription Fees" as used in these Hyland Office Broker Terms, means periodic fees for the provision of the Hyland Office Broker and payable by Customer to Hyland.

2. HYLAND OFFICE BROKER TERMS.

If Customer is a direct customer of Hyland, Customer acknowledges and agrees that: (i) when it accesses or uses the Hyland Office Broker, Customer Data will be passed from Hyland to Microsoft for use by Customer through its Microsoft Office 365 subscription, (ii) Hyland has no liability for any access or use of such Customer Data by Microsoft, which is subject solely to the terms between Customer and Microsoft; and (iii) to the extent the data use and exchange with Microsoft via the Hyland Office Broker as described herein conflicts with any other term of the Agreement or any other agreement, these terms shall control.

If Customer is an authorized channel partner of Hyland, Customer agrees that Customer has a contract with its end user in which such end user acknowledges and agrees that: (i) when it accesses or uses the Hyland Office Broker, Customer Data will be passed from Hyland to Microsoft for use by such end user through its Microsoft Office 365 subscription, (ii) Hyland has no liability for any access or use of such Customer Data by Microsoft, which is subject solely to the terms between such end user and Microsoft; and (iii) to the extent the data use and exchange with Microsoft via the Hyland Office Broker as described herein conflicts with any other term of the Agreement or any other agreement with Customer or Hyland, these terms shall control.

3. SUBSCRIPTION FEES. Customer shall pay Hyland Subscription Fees for the Hyland Office Broker. The invoices for such Subscription Fees shall be paid in accordance with the Agreement, and if no payment terms are set forth in the Agreement, such invoices shall be due and payable by Customer net thirty (30) days from the date of the applicable invoice.

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

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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