

HYLAND EXPERIENCE SCHEDULE

This Hyland Experience Schedule (“Hx Schedule”) is part of the Hyland Master Agreement, Order Form or any other agreement or document between Customer and Hyland, which incorporates this Hx Schedule by reference (the “Incorporating Document”). As used herein, the “Agreement” means the Incorporating Document, inclusive of this Hx Schedule, and any other agreement within which the Incorporating Document is incorporated.

1. DEFINED TERMS.

All capitalized terms used in this Schedule shall have the meaning ascribed them in this Schedule or, if not defined in this Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this Schedule or the General Terms Schedule, they shall have the meaning ascribed to them elsewhere in this Agreement. In the event the same defined term is defined in two or more Schedules, the term shall be given the meaning defined in each Schedule with respect to that Schedule, and, if the term is also used within this Schedule, this Schedule shall be interpreted to include all definitions, as the context requires.

“**Customer Data**” means all electronic data or information submitted by Customer or a User to Hyland Experience.

“**Documentation**” means the specifications, as published and periodically updated by Hyland, that describe the functionality of Hyland Experience.

“**DPA**” means the Global Data Processing Addendum, located at <https://legal.hyland.com/Customer-Legal-Center#gdpr-customerdpa>, which is fully incorporated herein by reference.

“**Hyland Experience**” means the Hyland Experience-branded cloud-based services made available by Hyland to Customer on a subscription basis, as further described in the Documentation, Hyland Experience Guide, and corresponding Order Form.

“**Hyland Experience Guide**” means the then-current additional commitments and obligations related to Hyland Experience made available by Hyland at <https://legal.hyland.com/hyland-experience-guide> (or at such other location provided by Hyland).

“**Order Form**” means unless otherwise defined in the General Terms Schedule, and as used in this Hx Schedule, an Incorporating Document (or a Purchase Table included in an Incorporating Document) identifying Hyland Experience, the associated fees, and other terms agreed to by the parties.

“**Personal Data**” if applicable, has the meaning set forth in the DPA.

“**Support Services**” means the technical support services described in the in the Hyland Experience Guide.

“**Trial Services**” means any Hyland product, service or functionality that may be made available by Hyland to Customer to try at Customer’s option, and which is designated as “beta,” “trial,” “non-GA,” “pilot,” “developer preview,” “non-production,” “test” “evaluation,” or by a similar designation.

“**Users**” means: (a) employees of Customer and its Authorized Affiliate(s) that access and use Hyland Experience; and (b) any additional users to which Customer is authorized to provide access to Hyland Experience as expressly agreed in writing between the parties.

2 HYLAND EXPERIENCE

2.1 Provision of Hyland Experience.

2.1.1 *In General.* Hyland will make Hyland Experience available pursuant to this Agreement and the relevant Order Form during the term of the Product Subscription. Hyland grants to Customer a revocable, non-exclusive, non-assignable (except as provided in the General Terms Schedule), limited right to use Hyland Experience as provided by Hyland, and the associated Documentation, solely for use by Customer and its Users for the internal business purposes of Customer,

and only for capturing, storing, processing and accessing Customer's data.

2.1.2 Upgrades. Hyland may (a) implement upgrades (e.g. bug fixes and enhancements) to Hyland Experience, and (b) update the Documentation and Hyland Experience Guide accordingly. Upgrades to Hyland Experience that are made generally available to all subscribing customers will be made at no additional charge. New features and functionality added to Hyland Experience may be marketed separately by Hyland and may require the payment of additional fees.

2.2 Hyland Experience Guide.

2.2.1 In General. Hyland will provide Hyland Experience pursuant to the applicable portions of the then-current Hyland Experience Guide.

2.2.2 Updates. Hyland reserves the right to update the Hyland Experience Guide at its discretion, provided that such updates do not diminish or reduce the commitments in the Hyland Experience Guide as of the Effective Date. Such updates will be effective thirty days after being posted on the Hyland Experience Guide. Customer's continued access or use of Hyland Experience constitutes Customer's acceptance of such updates.

2.3 Trial Services. If Customer registers or accepts an invitation for Trial Services, including through Hyland's websites, or executes an Order Form for the same, Hyland will make such Trial Services available to Customer on a trial basis, until the earlier of (a) the end of the trial period for which Customer registered to use the applicable Trial Services, or (b) the end date specified in the applicable Order Form. Trial Services are provided for evaluation purposes and not for production use. Customer shall have sole responsibility and Hyland assumes no liability for any Customer Data that Customer may choose to upload on the Trial Services. Trial Services may contain bugs or errors and may be subject to additional terms. TRIAL SERVICES ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. Hyland may, in its sole discretion, discontinue Trial Services at any time. THE HYLAND EXPERIENCE GUIDE, INCLUDING HYLAND'S OBLIGATIONS STATED THEREIN, DOES NOT APPLY TO TRIAL SERVICES.

2.4 Third-Party Services and Content. Hyland Experience contains functionality which allows Customer to, utilize, link or integrate Hyland Experience with services from third parties and/or to access third-party websites and content. Hyland has no responsibility for such third-party services, websites or content and no obligations related to third-party service failures. Any activities engaged in by Customer with third parties using Hyland Experience is solely between Customer and the applicable third party. Hyland has no liability, obligation or responsibility for any such activities. Hyland does not endorse any third-party web sites that may be linked through Hyland Experience. Hyland is not responsible for any third-party content that is processed, accessed or used by Customer via Hyland Experience.

2.5 Additional Terms. Certain functionality of Hyland Experience, including corresponding components that are downloaded or installed locally on Customer's systems. Such functionality and components may be subject to additional terms and conditions included in the Hyland Experience Guide. Customer's access to or use of such functionality constitutes acceptance of such additional terms and conditions.

3 DATA PRIVACY

3.1 Scope of Processing. Hyland will process Customer Data solely: (a) to provide Hyland Experience and Support Services, (b) to prevent or address service or technical issues; (c) as instructed by Customer via written notice or as initiated by a User via functionality provided within Hyland Experience; or (d) as otherwise set forth in this Agreement. To the extent that Hyland processes Personal Data on behalf of Customer to provide Hyland Experience and Support Services, then the parties shall comply with the DPA.

3.2 Compliance with Law. Hyland will comply with all laws applicable to its provision of Hyland Experience, including applicable security breach notification laws. Hyland is not responsible for compliance with any laws or regulations applicable to a Customer, Customer's industry, Users, or Users' industry that are not generally applicable to information technology services providers. Hyland only processes Customer Data in accordance with this Agreement and does not determine whether Customer Data is subject to any specific law or regulation.

3.3 Customer Data. As between Customer and Hyland, Customer is and will remain the owner of all Customer Data, including any intellectual property rights therein. Customer hereby grants Hyland, its affiliates, and its subcontractors all necessary rights and authority to host, use, process, store, display and transmit Customer Data as set forth in this

Agreement and for Hyland to provide Hyland Experience in accordance with this Agreement or to the extent required by applicable laws, rules or regulations.

3.4 Account Information, Aggregated Data, and Usage Data. Hyland may collect and use Account Information, Aggregated Data, and Usage Data for its own business purposes including developing, training, or improving its products or services. Hyland may only share Account Information, Aggregated Data, or Usage Data with third parties: (a) when permitted by this Agreement; or (b) if such information is aggregated, de-identified, or anonymized in such a way that Customer and Users cannot be identified. Hyland's use and collection of Aggregated Data and Usage Data can be disabled by Customer, except: (y) for information related to the calculation of Fees; and (z) for the use of certain Trial Services. Instructions on how to disable this collection of Aggregated Data and Usage Data is described in the Documentation. Certain functionality of Hyland Experience may not be available to Customer's that disable the collection of Aggregated Data or Usage Data (e.g. analytics reporting). Account Information means Customer and User registration and billing data that is required for user set-up, use and billing. Aggregated Data means all statistical data that is aggregated, anonymized and derived from the use and operation of Hyland Experience, including without limitation, the number of records in Hyland Experience, the number and types of transactions, configurations, actions, and reports processed as part of Hyland Experience and the performance results of Hyland Experience. Usage Data means information and insights generated from Customer's use of Hyland Experience and data related to Customer's configuration of Hyland Experience. For clarity, Account Information, Aggregated Data, and Usage Data do not include Customer Data.

3.5 Feedback. Customer grants to Hyland and its affiliates a royalty-free, worldwide, perpetual, transferable, sub-licensable, and irrevocable license to incorporate into Hyland's products or services any suggestions, enhancements, improvements, recommendations, or any other feedback provided by Customer, including Users.

4 CUSTOMER'S USE

4.1 Responsibilities.

4.1.1 In General. Customer will:

- (a) use Hyland Experience in accordance with this Agreement, the Documentation, Hyland's [Acceptable Use Policy](#), and applicable laws and government regulations;
- (b) be responsible for all Users use and all access through Customer and its Users of Hyland Experience and compliance with this Agreement, including, but not limited to, (1) setting-up User accounts (e.g., user names, passwords, tokens, etc.) to Hyland Experience and immediately revoking User accounts when a User no longer requires access to Hyland Experience, and (2) prohibiting Users from sharing log-in credentials;
- (c) use reasonable efforts to prevent unauthorized access to or use of Hyland Experience;
- (d) notify Hyland promptly of any unauthorized access or use of Hyland Experience of which it becomes aware;
- (e) as between Hyland and Customer, be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer or User acquired Customer Data, and Customer's and Users' use of Customer Data with Hyland Experience;
- (f) use available Hyland Experience security features and controls to properly transmit, store, process and provide access to Customer Data;
- (g) use the tools and reporting capabilities made available in Hyland Experience to monitor and confirm Customer Data processing (e.g., electronic documents uploads); and
- (h) designate its Customer Security Administrator. "Customer Security Administrators" (also referred to as "CSA" or "CSAs") are individuals designated by Customer who are authorized to submit configuration change requests, speak authoritatively on behalf of Customer's regarding Hyland Experience and shall receive and provide, as applicable, all notifications related to maintenance, security, service failures and the like. If Customer fails to designate the initial CSA, Hyland may at its option, designate the initial CSA as the individual who signed the Agreement on behalf of Customer.

4.1.2 *Internet Connection*. Customer is responsible for obtaining and maintaining all software, hardware (including without limitation network systems), telephonic or other communications circuits, and Internet Service Provider relationships that are necessary or appropriate for Customer to properly access and use Hyland Experience.

4.1.3 *Internal Administration by Customer*. Customer may give any of its Users the ability, through the configuration tools included in Hyland Experience, to act as a system administrator. Customer is solely responsible for its internal management and administration of Customer's instance of Hyland Experience.

4.1.4 *Compliance with Laws*. Customer has an independent duty to comply with all laws applicable to it. Customer's use of Hyland Experience and compliance with any terms and conditions under this Agreement does not constitute compliance with any law.

4.2 Prohibited Acts.

4.2.1 *Restrictions*. Customer will not:

- (a) license, sublicense, sell, resell, rent, lease, transfer, or distribute Hyland Experience, any Documentation or Hyland Experience Guide, or include Hyland Experience in any outsourced, service bureau or application service provider offering;
- (b) make Hyland Experience available to anyone other than Customer or Customer's Users
- (c) use Hyland Experience for the benefit of anyone other than Customer, unless otherwise expressly stated in the Order Form or Documentation;
- (d) use or permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of Hyland Experience without advance written approval from Hyland;
- (e) copy, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile Hyland Experience or any part thereof or otherwise attempt to derive source code from, or modify Hyland Experience;
- (f) disclose to any third party any benchmark or performance tests of Hyland Experience;
- (g) make any use of Hyland Experience in any situation where failure of Hyland Experience could lead to death or serious injury or to severe physical or environmental damage;
- (h) use Hyland Experience to create technology or software that is controlled under any relevant export control laws, rules or regulations; and
- (i) use functionality included in Hyland Experience to, directly or indirectly, develop or improve a similar or competing product or service.

4.2.2 *No High-Risk Use*. Hyland Experience is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. Hyland Experience is not designed and not intended for use in any situation where failure or fault of any kind could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). Hyland Experience is not licensed by Hyland to use in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of Hyland Experience for administrative purposes, as an information resource for medical professionals, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control but must not be directly or indirectly responsible for the control function. Customer agrees to indemnify and hold harmless Hyland from any third-party claim arising out of Customer's or its contractors use of Hyland Experience in connection with any High Risk Use.

4.2.3 *Components*. All components of Hyland Experience including any components that are downloaded or installed locally on Customer's systems, are solely for use with Hyland Experience and may not be used on a stand-alone basis.

4.3 Excessive Use.

4.3.1 *Infrastructure.* The physical infrastructure of Hyland Experience is provisioned to Customer based on Customer's subscription. If Customer's use of Hyland Experience exceeds the usage limits of Customer's subscription ("Excessive Use"), then the speed, availability, or number of API requests that Customer may make of Hyland Experience may be impacted. Customer may upgrade its current tier or purchase additional usage at any time. HYLAND DISCLAIMS ANY RESPONSIBILITY FOR THE ISSUANCE OF CREDITS PER THE HYLAND EXPERIENCE SERVICE LEVELS THAT WOULD BE DUE AS A RESULT OF EXCESSIVE USE.

4.3.2 *Tier-Based Licensing.* Hyland Experience contains functionality which Customer may purchase on a tier or volume basis. Such functionality may: (a) no longer function if applicable limits have been exceeded; (b) require Customer to pay additional fees based on Customer's usage; and (c) monitor or track Customer's usage and report that usage. Customer may not circumvent or attempt to circumvent this restriction by any means.

4.3.3 *Tier Increases.* If Customer has licensed Hyland Experience on a tier-based subscription model (as indicated in the Order Form) and exceeds the allotment for the applicable tier at any point during the term of the Product Subscription, then, at the next applicable renewal, Customer's tier-based subscription will automatically increase to the next applicable tier.

4.4 Assessment. Hyland shall be permitted to assess Customer's use of Hyland Experience to determine Customer's compliance with the grant of use and pricing terms of the Agreement, including, where applicable, to measure Customer's usage.

5 PRICES, INVOICES AND PAYMENT

5.1 Invoicing. Customer shall pay all fees in such amounts as specified in each Order Form including any applicable additional fees if Customer exceeds the allotted capacity or other applicable limits specified in the Order Form or Hyland Experience Guide. Unless otherwise specified in an Order Form: (a) fees listed on a subscription basis will be invoiced annually in advance, (b) fees on a consumption basis will be calculated and invoiced monthly in arrears; and (c) fees for overages will be calculated and invoiced when incurred.

5.2 Renewals. Hyland may increase the annual fees for each renewal period by up to 10% of the previous year's fees.

6 WARRANTIES AND AI DISCLAIMER

6.1 Hyland Experience Limited Warranty. Hyland warrants to Customer that (a) Hyland Experience will materially conform with the relevant Documentation; and (b) the security of Hyland Experience as described in the Hyland Experience Guide will not be materially decreased during the term of the Product Subscription.

6.2 Remedies. Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranties granted by Hyland in this Section shall be as follows: provided that Customer notifies Hyland in writing of the non-conformity, Hyland will either (a) correct the non-conforming component of Hyland Experience, which may include the delivery of a reasonable workaround for the non-conformity; or (b) if Hyland determines that correcting the non-conformity is not practical, then terminate this Hx Schedule or the Agreement entirely (as the case may be) with respect to the non-conforming component, in which event, upon compliance by Customer with its obligations under this Hx Schedule or the Agreement (as the case may be), Hyland will refund or cause to be refunded to Customer the "unused portion of prepaid fees" (as defined below) paid by Customer and attributable to the non-conforming component. The "unused portion of the prepaid fees" shall mean an amount equal to the total fees paid by Customer for the non-conforming portion of Hyland Experience for the then current term (or applicable twelve-month period within the Initial Term) during which such removal occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, and the denominator of which shall be twelve (12).

6.3 Customer Limited Warranty. Customer warrants to Hyland that: (a) Customer and its Users are the legal custodian of the Customer Data and it has the right and authority to use Hyland Experience in connection with all Customer Data and other materials hereunder; (b) Customer will use reasonable efforts to ensure that any Customer Data submitted to Hyland will be free of viruses; and (c) anyone submitting Customer Data to Hyland for use in connection with Hyland

Experience, Support Services, or Professional Services (if any) has the legal authority to do so, either through ownership of the Customer Data or by obtaining appropriate authorizations therefor, and such submission does not violate any contracts, agreements, or any applicable law.

6.4 Artificial Intelligence. Hyland Experience may include artificial intelligence functionality that is designed to assist Customer with various tasks and processes. Such functionality is provided on an "as is" and "as available" basis and Hyland makes no representations or warranties of any kind, express or implied, as to the accuracy, reliability, or completeness of its output. Given the probabilistic nature of artificial intelligence technology, output generated and returned by such functionality may be incorrect and Hyland does not guarantee that the functionality will be error-free. Use of the artificial intelligence functionality is at Customer's own risk and discretion. Customer is solely responsible to verify the accuracy and reliability of any output generated by the artificial intelligence functionality before making any decisions or taking any actions based on such output.

7 INDEMNIFICATION

7.1 By Customer. Customer will indemnify, defend and hold harmless Hyland and its affiliates from and against all liabilities, damages and costs and expenses, including reasonable attorneys' fees, arising from or in connection with any third-party claim, action or proceeding instituted against Hyland based upon: (a) any Customer Data or third-party content provided by Customer and transmitted, stored, processed or used in Hyland Experience; or (b) Customer's use of Hyland Experience in violation of this Agreement or laws, rules, or regulations applicable to Customer. Hyland will: (y) promptly notify Customer of any claim for which Hyland seeks indemnification; and (z) reasonably cooperate with Customer in defending and settling the claim.

7.2 By Hyland.

7.2.1 Intellectual Property. Hyland agrees to indemnify Customer from and against all: amounts awarded in, or paid in settlement of, and reasonable out-of-pocket expenses incurred in defending, any third-party judicial claim instituted against Customer stating, with specificity, that Customer's use of Hyland Experience is the basis of the infringement or misappropriation of any patent, registered copyright or registered trademark of a third party, provided that Hyland: (a) is notified promptly after Customer receives notice of such claim; (b) 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 or otherwise requires payment by Customer; (c) receives Customer's reasonable cooperation in the defense or settlement of such claim; and (d) 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 Hyland Experience or replace the alleged infringing portions of Hyland Experience with other equivalent, non-infringing alternatives so that it no longer infringes. If, in its reasonable opinion, Hyland is unable to achieve either option set forth in (d), Hyland may terminate this Agreement and Customer's use of Hyland Experience upon thirty days advance written notice to Customer and refund to Customer a pro-rata refund of fees received by Hyland for the then current Product Subscription. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer to the extent that such claims arise from: (1) any Customer Data or third-party content; (2) use of Hyland Experience other than as expressly permitted by this Agreement; (3) the combination of Hyland Experience with any content, product, or service not furnished by Hyland; (4) the modification or addition of any component of Hyland Experience other than by Hyland or a contractor to Hyland specifically retained by Hyland to provide such modification or addition; or (5) Customer's business methods or processes.

7.2.2 Sole and Exclusive. THIS SECTION STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BY HYLAND EXPERIENCE OR ANY COMPONENT THEREOF.

8 DATA EXTRACTION AND DELETION. For thirty days following termination or expiration of the Product Subscription, Hyland will make Customer Data available to Customer for export or download via the functionality in Hyland Experience as described in the Documentation. At the end of such thirty-day period, Hyland has no obligation to retain the Customer Data for Customer.

9 U.S. GOVERNMENT END USERS. If and only if Customer is the U.S. government, the terms and conditions of this Agreement shall pertain to the U.S. government's use or disclosure of Hyland Experience or any of its components as Customer and shall supersede any conflicting contractual terms or conditions. As Customer, the U.S. government hereby agrees that all software include in Hyland Experience is computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that such software is developed exclusively at private expense. If this right to use fails to meet the U.S. government's needs or is inconsistent in any respect with federal law, the U.S. government agrees to cease using Hyland Experience. In addition to the foregoing, the rights of the US. Government to use, modify, reproduce, release, display or disclose Hyland Experience or any components thereof, including user documentation is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of this Agreement shall supersede any conflicting contractual terms or conditions

Exhibit A

Hyland Software Brasil LTDA Additional Terms Exhibit

If Hyland is Hyland Software Brasil LTDA this Exhibit A shall apply:

1. Section 4.3 (PRICES, INVOICES, AND PAYMENT; Renewals) of the Hx Schedule shall be replaced in its entirety as follows:

Customer shall pay fees to Hyland for Hyland Experience in such amounts as are invoiced by Hyland; provided, that during the first year of the Initial Term, Customer shall pay fees to Hyland for Hyland Experience as initially composed in accordance with the initial Order Form. Hyland will adjust the fees annually on each anniversary of the Effective Date by the last known accumulated value of IPCA at the time Hyland issues the invoice for fees. 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. Hyland will invoice Customer on or after the Effective Date for fees for the first year of the Initial Term. For any subsequent years, Hyland will invoice Customer for fees prior to the beginning of such year, and such invoice shall be due and payable by Customer to Hyland in full in accordance with the General Terms Schedule. In the event Customer adds expands its use of Hyland Experience and such increased use requires the payment of additional fees, Hyland will invoice Customer for such use on a prorated basis upon Hyland's acceptance of the purchase order for such additional Software modules. Thereafter, fees relating to such additional use shall be included in the subsequent invoices issued with respect to Hyland Experience.

Exhibit B

Hyland Software Germany GmbH Additional Terms Exhibit

If Hyland is Hyland Software Germany GmbH this Exhibit B shall apply:

1. The last sentence of the No High Risk Use Section of the Hx Schedule shall be replaced with the following:

Customer agrees to indemnify and hold harmless Hyland from any third-party claim arising out of Customer's culpable breach of this Section with regard to the use of Hyland Experience in connection with any High Risk Use.

2. The following provision shall be added to the end of the WARRANTIES AND AI DISCLAIMER Section of the Hx Schedule:

Any statutory rights of Customer regarding any damages resulting from the breach of the above warranty shall remain unaffected subject to the express terms of the Agreement. Warranty for only insignificant reductions in the suitability of the performance is excluded. The strict liability according to Sec. 536a (1) of German Civil Code for defects that already existed at the time of conclusion of this Hx Schedule is excluded.

3. Section 7.1 and Section 7.2.2 of the Hx Schedule shall not apply.

[The most current version of this page shall be such in effect as of 11:59 p.m. ET of the date stamped on such online version.]