

## **PLATFORM-AS-A-SERVICE SCHEDULE (PAAS)**

This Platform-as-a-Service Schedule ("PaaS Schedule") is part of the Master Agreement, Order Form or other agreement or document entered into between Customer and Hyland, which incorporates this PaaS Schedule by reference (the "Incorporating Document"). As used herein, the "Agreement" means the Incorporating Document, inclusive of this PaaS Schedule, and any other agreement within which the Incorporating Document is incorporated. The parties acknowledge and agree that this PaaS Schedule applies to the Hyland Cloud Service (as defined herein) and Software provided on a platform-as-a-service basis; the Software-as-a-Service Schedule does not apply to the Hyland Cloud Service or Software as defined herein.

### **DEFINED TERMS.**

All capitalized terms used in this PaaS Schedule shall have the meaning ascribed them in this PaaS Schedule or, if not defined in this PaaS Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this PaaS Schedule or the General Terms Schedule, they shall have the meaning ascribed to them elsewhere in the Agreement. In the event the same defined term is defined in two (2) 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 PaaS Schedule, this PaaS Schedule shall be interpreted to include all definitions, as the context requires.

"Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Hyland Cloud Services.

"Alfresco Community Versions" means the free, open source community versions that Hyland makes available at no charge, including without limitation Digital Business Platform, Alfresco Content Services, Alfresco Process Services and Records Management software.

"Client Application" means an installation of Nuxeo Platform with specific configuration files that enable the performance of a task or related group of tasks.

"Consumption Fees" means the amounts payable by Customer for storage of data and information in the Hyland Cloud Service in excess of the data storage allocation set forth in the Order Form for the Hyland Cloud Service.

"Customer Data" means any and all electronic data and information submitted by Customer or Users to the Hyland Cloud Service.

"Development Sandbox" means a set of environments ordered pursuant to an Order Form during the term for the applicable Hyland Cloud Service and used for testing with non-production data.

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

"Hosted 3rd Party Software" means all third party software products (other than third party software products bundled by Hyland as a part of the Software) provided by Hyland as part of the Hyland Cloud Service, along with the associated documentation.

"Hyland Cloud Service" means the Physical Infrastructure and any composite software layers such as databases, operating systems, virtualization technology, and Hosted 3rd Party Software made available on a platform-as-a-service basis, whether owned by Hyland or a third party, and as set forth on the applicable Order Form. For clarity, the Hyland Cloud Service does not include the Nuxeo Platform

or Alfresco Community Version.

“Hyland Cloud Service Support” means the services described in this PaaS Schedule.

“Instance” means the equivalent to a Java Virtual Machine (JVM) running the Nuxeo Platform. An Instance may also be referred to as a “Nuxeo Server” and may be illustrated as a “Nuxeo Server”, “Nuxeo Node” or equivalent in an architecture diagram.

“Nuxeo” means products and services branded by Hyland as Nuxeo and licensed or purchased, as applicable, under the terms of the Agreement.

“Nuxeo Marketplace” means the marketplace that makes connectors, integrations, extensions, plug-ins, packages and other optional components that provide additional configurable features for use in development and operation of Client Applications.

“Nuxeo Platform” means the platform that supports design, testing, integration, execution and maintenance of Client Applications solely as it relates to Nuxeo-branded Hyland Cloud Services as set forth on an Order Form.

“Nuxeo Studio” means the tool used to configure Client Applications on the Nuxeo Platform, and if purchased pursuant to an Order Form, includes Studio Branch Management and/or Studio Projects.

“PaaS Fees” means the amounts invoiced by Hyland and payable by Customer to Hyland for the use of the Hyland Cloud Service and Software. The initial PaaS Fees are set forth in either the Order Form.

“PaaS Security Attachment” means the document available at <https://legal.hyland.com/Customer-Legal-Center#paas-security-attachment>. The PaaS Security Attachment describes Hyland's current security processes and procedures for the products and services purchased under this PaaS Schedule. These processes and procedures may be updated from time to time, but will not be materially reduced.

“PaaS Specification” means the additional terms and descriptions of the applicable Hyland Cloud Services and associated delivery terms, which may include without limitation functionality, support, performance standards, information security and similar information. The PaaS Specification with respect to Alfresco means the Alfresco Cloud Services Specification located at <https://www.alfresco.com/cloud/docs/alfresco-cloud-services-specification>, and with respect to Nuxeo, the Nuxeo Cloud Services Specification located at <https://legal.hyland.com/#nuxeo-cloud-services-specification>. After the Effective Date, and subject to Section 1.3 of this PaaS Schedule, Hyland reserves the right to modify the applicable PaaS Specification from time to time. The modifications or the revised PaaS Specification will be effective thirty (30) days after Hyland provides written notice to Customer informing Customer of Hyland's posting of such modifications or revisions on the website identified in such notice.

“Physical Infrastructure” means the physical hardware and infrastructure which Hyland uses to provide the Hyland Cloud Service (which may include servers, network devices, cabling, CPU, data centers, memory, storage, switches, firewalls, routers and other network devices) whether owned by Hyland or a third party services provider.

“Production Environment” means the environment containing final production data, hardware, and software needed to perform Customer's day-to-day operations.

“Resolution” means Hyland provides Customer with a reasonable workaround, correction, or modification that solves or mitigates a reported Hyland Cloud Service or Software issue or error.

“Service Limits” means the limitations set forth in an Order Form.

“Software” means Software as defined in the General Terms Schedule that is made available through the Hyland Cloud Service.

“Studio Branch Management” means an advanced feature of Nuxeo Studio that enables the Nuxeo Studio user to create, manage and delete development branches without impacting the master branch.

“Studio Project” means a workspace in Nuxeo Studio to configure one (1) Client Application.

“Support Prioritization Attachment” is the document available at <https://legal.hyland.com/Customer-Legal-Center#maintenance-and-support-prioritization-attachment>.

“Testing Environment” or “Pre-Production Environment” means an environment of the Hyland Cloud Service (including Customer Data) hosted by Hyland, for use by Customer solely with production data in a non-production environment for the limited purpose of functional and performance testing of the Software and environment, Hosted 3rd Party Software and each Work Product included in the Hyland Cloud Service.

“Upgrades and Enhancements” means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that Hyland makes available to its end users generally during the term of the Agreement to correct errors or deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, or re-platformed Software.

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

## **1. HYLAND CLOUD SERVICE.**

1.1 General. During the term of the Agreement Hyland will: (a) make the Hyland Cloud Service and Software available to Customer pursuant to the Agreement, the PaaS Security Attachment, Documentation and the applicable PaaS Specification; and (b) only use Customer Data to provide, develop, and improve the Hyland Cloud Service and other services, to prevent or address service or technical problems, or in accordance with Customer’s instructions.

1.2 Customer Data Extraction. In connection with any termination or expiration of the Agreement for any reason, Hyland will send a notice to Customer (which notice may be by email to the last known Customer contact) (the “Data Extraction Notice”), advising Customer that the Customer Data will remain accessible for a period of thirty (30) days after the date of such Data Extraction Notice, during which period Customer may extract such Customer Data. If Customer desires assistance with Customer Data extraction, Hyland may provide such services subject to the execution of a mutually agreed upon Services Proposal. Customer acknowledges and agrees that thirty (30) days after the date of such Data Extraction Notice, Hyland shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data from all of Hyland’s datacenters, including all replicated copies.

1.3 Changes to Hyland Cloud Services. Customer acknowledges that the Hyland Cloud Service is made available on a platform-as-a-service basis on the standard, general deployment model offered by Hyland. Hyland reserves the right to modify the Hyland Cloud Service and its delivery. Hyland will use reasonable efforts to notify Customer in advance of any changes that would materially impact Customer’s use or operation of the Hyland Cloud Service. However, Hyland agrees it will not modify the Hyland Cloud Service during the term of the Agreement in such a way as to materially reduce the functionality or performance of the applicable Hyland Cloud Service.

## **2. GRANT OF RIGHTS AND PROHIBITED CONDUCT.**

2.1 Hyland Cloud Service and Software Access Grant. During the term of the Agreement, Hyland grants to Customer a revocable, non-exclusive, non-assignable (except as provided herein), limited right to access the Hyland Cloud Service and Software 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. Use of the Hyland Cloud Service and Software is limited to the number of Instances, Users and/or Service Limits, as applicable, designated in the Order Form.

The Hyland Cloud Service and Software is for use by Customer and its Users and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer and its Users shall not make any use of the Hyland Cloud Service or Software in any manner not expressly permitted by the Agreement. Customer acknowledges that it and its Users may only access Customer Data via the Hyland Cloud Service and Software and shall only access the Hyland Cloud Service and Software in a manner consistent with the Agreement, the PaaS Security Attachment, and the Documentation. Use of software or hardware that reduces the number of users directly accessing or utilizing the Hyland Cloud Service or Software (e.g. by using "bots" or "multiplexing" or "pooling" software or hardware) does not reduce the number of users accessing the Hyland Cloud Services for purposes of calculating the number of users, as the required number of users would equal the number of distinct inputs to such software or hardware (e.g. to such "bots" or "multiplexing" or "pooling" software or hardware). Customer is prohibited from using any software (including bots) other than the Software or a Software application programming interface (API) to access the Hyland Cloud Service or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to Customer's use of such other software and Customer has paid to Hyland the required fees with respect to such access. Customer further acknowledges that all components of the Hyland Cloud Service and Software made available by Hyland, including any components downloaded or installed locally on Customer's or Users' systems, are solely for use with the Hyland Cloud Service and Software and are not intended to be used on a stand-alone basis.

2.2 Nuxeo-Branded Hyland Cloud Services. If the Hyland Cloud Service(s) purchased by Customer includes Nuxeo as indicated on the Order Form, such Nuxeo-branded Hyland Cloud Services shall be subject to the additional terms set forth in this Section.

(a) Provision of Access. Subject to the terms and conditions contained in the Agreement, on or as soon as reasonably practicable after the Effective Date of the Agreement or as set forth in the applicable Order Form for the purchase of Nuxeo Hyland Cloud Services, Hyland shall provide to Customer the necessary Access Protocols to allow Customer to access such Hyland Cloud Services, which may include the following as set forth in the Order Form:

(i) *Nuxeo Studio*. Hyland will provide Customer with access to Nuxeo Studio, which is a cloud portal application and includes Hyland's continuous maintenance of Nuxeo Studio, and Hyland's provision of technical support according to the Hyland Cloud Services Support terms in this PaaS Schedule. Hyland will provide access to Nuxeo Studio in accordance with the applicable PaaS Specification.

(ii) *Nuxeo Platform Incremental Maintenance Releases and Technical Support*. Notwithstanding anything to the contrary, Customer expressly acknowledges and agrees that Customer's use of the Nuxeo Platform as part of the Hyland Cloud Services is solely governed by the Apache 2.0 open source license provided with the Nuxeo Platform and the Agreement does not impact any rights and obligations with respect to such Nuxeo Platform. During the term of the Agreement and as part of the Hyland Cloud Service, Hyland will provide to Customer Nuxeo Platform maintenance releases, when and if released, and Nuxeo Platform technical support according to the Hyland Cloud Services Support provisions set forth in this PaaS Schedule. Maintenance release source code may be made available to Customer upon request. Maintenance releases, including any source code and generated object code may only be used and deployed on approved Instances as part of the Hyland Cloud Services during the term of the Agreement. Maintenance releases are not subject to the Nuxeo Platform license terms until such time as they are made generally available and released as part of the Nuxeo Platform.

(b) Nuxeo Marketplace. Hyland will provide Customer with access to the Nuxeo Marketplace where Customer can access additional connectors, integrations, extensions, plug-ins, packages and other optional components. For the avoidance of doubt, some of the items available for access on the Nuxeo Marketplace may carry additional cost and terms.

2.3 Volume Use Restriction. There are certain Software products or services that Hyland makes available and which Customer may purchase for use as part of the Hyland Cloud Service that are volume-based and may: (a) no longer function if applicable volume limits have been exceeded; (b) require Customer to pay additional fees based on Customer's volume usage; or (c) include functionality which monitors or tracks Customer usage and reports that usage. Customer may not circumvent or attempt to circumvent this restriction by

any means, including but not limited to changing the computer calendars. Customer will notify Hyland promptly if it has exceeded the number of Instances, Service Limits and/or authorized Users indicated in the Order Form. Hyland will invoice Customer for the applicable fees after either the execution of a new Order Form or Hyland's acceptance of Customer's purchase order for such additional volume, and Customer will pay such fees in accordance with the Agreement. Customer will maintain accurate records necessary to verify the number of Instances it uses, Users it authorizes and Service Limits used. Upon Hyland's written request, Customer will provide Hyland with such records within ten (10) business-days.

2.4 Test Environments. Customer may purchase limited access to Testing Environments. Hyland agrees that the security measures described in the PaaS Security Attachment are also applied to the Testing Environment. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Testing Environment. If, at any time, Customer is not satisfied with the Testing Environment, Customer's sole and exclusive remedy shall be to stop using the Testing Environment.

2.5 No High Risk Use. The Hyland Cloud Service and Software are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. The Hyland Cloud Service and Software are not designed or intended for use in any situation where failure or fault of any kind of the Hyland Cloud Service or Software could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). The Hyland Cloud Service or Software 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 the Hyland Cloud Service or Software 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 the Hyland Cloud Service or Software in connection with any High Risk Use.

2.6 Assessment. Hyland shall be permitted access to assess Customer's use of the Hyland Cloud Service and Software in order to determine Customer's compliance with the grant of use and pricing terms of the Agreement, including, where applicable, to measure Customer's volume usage. Customer shall reasonably cooperate with Hyland with respect to its performance of such assessment. If such assessment uncovers underreported volume usage in accordance with the Agreement, Hyland will give Customer written notice of the noncompliance, including the number of underreported Instances, Service Limits and/or authorized Users, and a new or adjusted invoice to account for such increased volume. Customer shall have fifteen (15) days from the date of the applicable invoice to make payment to Hyland for the underreported volume. If the assessment reveals that Customer underreported more than one of the Instances, and/or Service Limits, Customer shall pay Hyland for the reasonable costs incurred to perform the assessment.

2.7 Third Party Services and Content. The Hyland Cloud Service or Software may contain functionality which allows Customer to: (a) access, link, purchase, deploy or integrate the Hyland Cloud Service with Customer's applications or applications or services provided and licensed by third parties and (b) access third party websites and content. In the event Customer elects to utilize or deploy any such third party components, such components are provided and subject to the licensing and use terms provided by the applicable third party licensor, and Customer must procure all necessary license rights for Customer and Hyland to use and operate such components prior to their deployment. Hyland is only providing hosting services related to such third party components and has no responsibility for such applications or services, websites or content and shall have no responsibility for any disclosure, modification or deletion of Customer Data resulting from any such access or use by such applications or services. Any activities engaged in by Customer or any of its Users or Contractors with such third parties using the Hyland Cloud Service is solely between Customer and such third party and Hyland has no liability, obligation or responsibility for any such activities. Hyland does not endorse any third party web sites, applications or services that may be linked or integrated through the Hyland Cloud Service or Software. Hyland is not responsible for any third party content, products or materials purchased, accessed or used by Customer or its Users using the Hyland Cloud Service or Software. Hyland reserves the right to refuse to implement any incompatible third party services and content or third party components which create a material information security or operational risk. Hyland is not responsible for any delays or inability to perform the Hyland Cloud Service or Software to the extent caused by any third party services and content.

2.8 Acceptable Use Policy. Customer agrees to comply with the Acceptable Use Policy, available at <https://legal.hyland.com/Customer-Legal-Center#acceptable-use-policy-attachment>. Customer acknowledges that a violation of the Acceptable Use Policy shall be considered a Prohibited Act.

2.9 Prohibited Conduct. Customer agrees not to directly or indirectly: (a) remove copyright, trademark or other proprietary rights notices that appear during the use of the Hyland Cloud Service and Software; (b) sell, transfer, rent, lease sub-license, commercialize or otherwise transfer rights or usage to: (i) the Hyland Cloud Service; (ii) Software; or (iii) any modified version or derivative work of the Hyland Cloud Service or Software created by the Customer or for the Customer; ; (c) alter or modify the Hyland Cloud Service or Software; (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Hyland Cloud Service or Software, or prepare derivative works therefrom; (e) combine, call, link to, or otherwise use the Hyland Cloud Service or Software in conjunction with any Alfresco Community Version, or use any of the services for Alfresco Community Versions or for any unlicensed Users; or (f) use the Hyland Cloud Service or permit it to be used in violation of the Acceptable Use Policy or for the purposes of evaluation, benchmarking, or other comparative analysis intended for external publication without Hyland's prior written consent.

2.10 Ownership of Customer Data. As between Hyland and Customer, Customer owns Customer Data.

2.11 Customer Input and Suggestions. Hyland shall have a royalty-free, worldwide, perpetual, transferable, sub-licensable, and irrevocable license to use or incorporate into any of Hyland's products or services, including the Hyland Cloud Services, any suggestions, enhancements, improvements, recommendations or any other feedback provided by Customer or its users, related to the operation or use of the Hyland Cloud Service.

2.12 Development Sandbox. During the term of the Agreement, Customer may purchase limited access to a Development Sandbox pursuant to an Order Form. Regardless of the deployment method of such Development Sandbox (whether on-prem or hosted by Hyland as part of the Hyland Cloud Service, as applicable), Customer acknowledges and agrees that (i) the PaaS Specification; (ii) the Hyland Cloud Services Support; and (iii) the PaaS Security Attachment shall not apply to such Development Sandbox. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Development Sandbox. If, at any time, Customer is not satisfied with the Development Sandbox, Customer's sole and exclusive remedy shall be to stop using the Development Sandbox.

### **3. PRICES, INVOICES AND PAYMENT.**

3.1 PaaS Fees. Customer shall pay PaaS Fees to Hyland for the Hyland Cloud Service and Software in such amounts as are invoiced by Hyland; provided, that during the Initial Term, Customer shall pay PaaS Fees to Hyland for the Hyland Cloud Service and Software as initially composed in accordance with the initial Order Form. Hyland will invoice Customer on or after the Effective Date for PaaS Fees for the first year of the Initial Term. Following expiration of the Initial Term, Hyland may increase the PaaS Fees for the Hyland Cloud Service and Software for any renewal period by up to ten percent (10%) of the previous year's PaaS Fees. For any subsequent years, Hyland will invoice Customer for PaaS 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 Software for the Hyland Cloud Service, Hyland will invoice Customer for PaaS Fees for such additional Software on a prorated basis upon either the execution of an Order Form or Hyland's acceptance of the purchase order for such additional Software. Thereafter, PaaS Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.

3.2 Consumption Fees. To the extent applicable, Hyland will invoice for any Consumption Fees, monthly in arrears, promptly upon the end of the month to which such Consumption Fees relate. Consumption Fees will be due for a month if at any time during such month the amount of Customer Data stored in the Hyland Cloud Service exceeds Customer's then-current data storage allocation.

3.3 Add-On Services. If Customer subscribes to an Add-On Service, the fees for such Add-On Service will be invoiced on a periodic basis, in advance, and Customer shall pay such invoices in accordance with the General Terms Schedule unless otherwise stated on an Order Form. Some Add-On Services may be priced on a volume basis, for which Add-On Service fees may be invoiced in arrears based on the applicable volume usage. Add-On Services may be subject to additional terms.

3.4 Other Fees. If, upon mutual agreement of the parties, Hyland provides any other services or deliverables that are not covered by the fees and charges described herein, Hyland will invoice for such other fees or charges based upon Hyland's then current list prices or the pricing that the parties have mutually agreed upon in connection with such other services or deliverables.

**4. U.S. GOVERNMENT END USERS.** To the extent applicable to Customer, the terms and conditions of the Agreement shall pertain to the U.S. Government's use and/or disclosure of the Add-On Services, the Hyland Cloud Service and Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of the Agreement and/or the delivery of the Add-On Service, the Hyland Cloud Service and Software, the U.S. Government hereby agrees that the Software, including the Hosted 3rd Party Software included in the Hyland Cloud Service and Add-On Services qualify as "commercial" computer software within the meaning of ALL U.S. federal acquisition regulation(s) applicable to this procurement and that the Software and Add-On Services are developed exclusively at private expense. If this license fails to meet the U.S. Government's needs or is inconsistent in any respect with Federal law, the U.S. Government agrees to return this Hyland Cloud Service, Software, or Add-On Services to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Hyland Cloud Service, Software, Add-On Services, or Documentation by the U.S. Government is subject solely to the terms of the Agreement, as stated in DFARS 227.7202, and the terms of the Agreement shall supersede any conflicting contractual term or conditions.

## **5. HYLAND CLOUD SERVICE SUPPORT.**

5.1 HYLAND CLOUD SERVICE SUPPORT TERMS. Hyland will provide Hyland Cloud Service Support in accordance with this Section and the Support Prioritization Attachment.

(a) Technical Support Services. Hyland will provide telephone or online technical support related to problems reported by Customer and associated with the operation of the Hyland Cloud Service and Software, including assistance and advice related to the operation of the Hyland Cloud Service and Software.

(b) Error Correction Services. With respect to any issues or errors in the Hyland Cloud Service or Software which are reported by Customer and which are confirmed by Hyland, Hyland will use its reasonable efforts to correct such issue or error, which may be effected by a reasonable workaround. Hyland shall promptly commence to confirm any reported issues or errors after receipt of a proper report of such suspected issue or error from Customer in accordance with the Support Prioritization Attachment. Hyland may elect to correct the issue or error by updating or upgrading the applicable component of the Hyland Cloud Service or Software to a new build or version.

(c) Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services.

(1) *Customer Reporting Requirements*. When requesting Hyland Cloud Service Support, Customer will submit such requests through Hyland's secure end user website, the details of which will be separately provided to Customer. Once such request is submitted through the end user website, Customer may call for a Level 1 or Level 2 Severity Level (support numbers are available through Hyland's secure end user website). In the case of reporting a problem, issue, or error with the Hyland Cloud Service or Software, Customer will provide Hyland with as much information and access to systems as reasonably possible to enable Hyland to investigate and attempt to identify and verify the problem, issue or error, which shall include, to the extent applicable, functioning test code that reproduces and isolates each issue. Customer will work with Hyland support personnel during the problem isolation process, as reasonably needed. Customer will notify Hyland of any configuration changes it has made to the Hyland Cloud Service or Software, such as workflow configuration changes, network installation/expansion, integrations, upgrades, relocations, etc.

(2) *Hyland Response Procedures*. Hyland shall respond to all reports in accordance with the Support Prioritization Attachment. Hyland: (a) will respond based on the confirmed severity level; (b) may reclassify severity levels as it learns information about such problems, issues or errors during the resolution process; and (c) obligations for a reported issue or error concludes upon delivery of a Resolution in accordance with the Support Prioritization Attachment.

(d) Software Upgrades and Enhancements. Hyland will apply or make available all Upgrades and Enhancements, if and when released during the term of the Agreement.

(e) Update, Upgrade, Change or Replacement of Components of the Hyland Cloud Service. To the extent applicable, Hyland may update or upgrade the build or version of the Software used in the Hyland Cloud Service from time to time at Hyland's expense. Hyland also may change, replace, update or upgrade the Hyland Cloud Service from time to time. Customer agrees to collaborate with Hyland and assist Hyland in connection with the completion of installation and testing of any update or upgrade related to the Hyland Cloud Service or Software.

5.2 EXCLUSIONS. Hyland is not responsible for providing, or obligated to provide, Hyland Cloud Service Support: (1) in connection with any errors, defects or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Hyland Cloud Service or Software or from any error or defect in any configuration of any component of the Hyland Cloud Service or Software, which activities in any such case were undertaken by any party other than Hyland or a party retained by Hyland; (2) in connection with any error or defect or problem in any other component of the Hyland Cloud Service or Software if Hyland has previously made available corrections for such error or defect which Customer fails to implement; (3) in connection with any errors, defects or problems which have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in any software, hardware or system or networking which is not a part of the Hyland Cloud Service or Software; (4) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Hyland Cloud Service Support to Customer with respect to the Hyland Cloud Service or Software; (5) in connection with any questions related to the operation or use of the Software application programming interfaces (APIs); (6) in connection with any errors, defects or problems with Work Products (as defined in the Professional Services Schedule); or (7) for third party components that may be deployed along with the Hyland Cloud Services or Software or issues caused by third party software not licensed through Hyland or provided by Hyland. Support relating to Work Products and the operation or use of APIs may be provided, on a case-by-case basis, as mutually agreed to in an applicable Services Proposal which outlines Professional Services for such support activities.

5.3 TECHNICAL SUPPORT CONTACTS. Hyland will provide Hyland Cloud Service Support to the designated contacts, as identified by Customer ("Technical Support Contacts"). The Technical Support Contacts should have "read, write and execute" access to the necessary files, English language communication skills, and relevant technical knowledge. Customer may modify its designated Technical Support Contacts at any time during the term of the Agreement by notifying Hyland in writing and giving Hyland five (5) business days to process the change. Technical Support Contacts will be the only interface to the Hyland customer support center. Hyland recommends that the Technical Support Contacts obtain the applicable Software certification by attending Hyland training courses. In an emergency, a Hyland customer support engineer will respond to an issue for an unauthorized contact on an exception basis, subject to later verification and involvement of a named Technical Support Contact.

5.4 PROFESSIONAL SERVICES. Customer agrees that the Professional Services Terms, available at <https://legal.hyland.com/Customer-Legal-Center#professional-services-schedule> shall apply to all Professional Services (as that term is defined in the Professional Services Terms) provided by Hyland for Customer.

## **6. SECURITY.**

6.1 Information Security Program. During the term of the Agreement, Hyland shall maintain a security program which shall conform to the PaaS Security Attachment. Customer acknowledges and agrees that Hyland cannot control and is not responsible for information security outside of Hyland's reasonable control, including without limitation transmission of data across the internet, third party network communications facilities or similar network providers. Furthermore, Customer acknowledges and agrees that the Hyland Cloud Services and Software rely upon certain key third party suppliers, and their information security obligations (and those of Hyland accordingly) are limited to that third party supplier's information security program; provided, however, that Hyland will provide copies of such program terms where available, and Hyland remains responsible for configuring any such third party supplier's tools and networks in accordance with the Hyland information security policies where such configuration is under Hyland's reasonable control.

6.2 Virus and Malicious Code Detection. Hyland will have in place reasonable measures designed to detect Malicious Code and to help



ensure the Hyland Cloud Service and Software will not transmit Malicious Code throughout the term of the Agreement. "Malicious Code" means viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs designed to permit unauthorized access to or intrusion upon, disabling or disruption of, erasure of or interference with the Hyland Cloud Service or Software, Customer's hardware or data.

## **7. CERTAIN RESPONSIBILITIES AND OBLIGATIONS OF CUSTOMER.**

7.1 Customer Responsibilities. In connection with the relationship established between Customer and Hyland under the Agreement:

(a) except as otherwise expressly permitted under the terms of the Agreement, Customer will not permit or authorize any third parties (such as persons or legal entities) to use the Hyland Cloud Service or Software;

(b) Customer will comply with Hyland's Acceptable Use Policy;

(c) Customer is responsible for all Users use and all access through Customer and its Users of the Hyland Cloud Service and Software and compliance with the Documentation, the applicable PaaS Specification and the Agreement, including, but not limited to, (i) setting-up User log-in accounts/credentials (e.g. user names, passwords, tokens, etc.) to the Hyland Cloud Service and Software and immediately revoking User accounts/credentials when User no longer requires access to the Hyland Cloud Service or Software, and (ii) shall not permit Users to share log-in accounts/credentials;

(d) Customer has sole responsibility for the accuracy, quality, content and legality of all Customer Data;

(e) Customer shall prohibit unauthorized access to, or use of, the Hyland Cloud Service and Software and shall notify Hyland promptly of any such unauthorized access or use by contacting Customer's Hyland technical support contact or another contact notified to Customer in writing (which may be via email or posted on Hyland's secure end user web site (currently [www.hyland.com/community](http://www.hyland.com/community))).

(f) Customer understands and agrees: (i) it has an independent duty to comply with any and all laws applicable to it, (ii) its use of the Hyland Cloud Service and Software and compliance with any terms and conditions under the Agreement does not constitute compliance with any law, (iii) it shall make use of available Hyland Cloud Service and Software security features and controls to properly transmit, store, process and provide access to Customer Data and (iv) it shall use the tools and reporting capabilities made available in the Hyland Cloud Service and Software to monitor and confirm Customer Data processing, such as batch processing of electronic documents uploaded to the Hyland Cloud Service.

(g) Customer shall 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 Hyland Cloud Service configuration change requests, speak authoritatively on behalf of Customer's Hyland Cloud Service 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 executed the Agreement on behalf of Customer.

(h) Customer may give any of its Users the rights to act as a system administrator, through the configuration tools included in the Software for the Hyland Cloud Service. Hyland has no responsibility or obligations in connection with Customer's internal management or administration of Customer's Hyland Cloud Service.

(i) Customer will provide all reasonably necessary access, Customer contacts and other information and cooperation as necessary for Hyland to effectively provide the Hyland Cloud Service.

7.2 Customer 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 the Hyland Cloud Service and Software. Hyland shall have no responsibility or liability under the Agreement for any unavailability or failure of, or nonconformity or defect in, the Hyland Cloud Service or Software that

is caused by or related in any manner to any failure of Customer to obtain and maintain all such software, hardware, equipment and relationships.

## **8. LIMITED WARRANTIES.**

8.1 Hyland Cloud Service and Software Limited Warranty. Hyland warrants to Customer that during the term of the Agreement, the Hyland Cloud Service and Software will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, the Hyland Cloud Service or Software if: (i) any component of the Hyland Cloud Service or Software has been modified, misused or abused by Customer or a third party, (ii) any such non-conformity arises from or is related to problems within or impacting Customer's computing environment, including any Customer third party software applications, hardware, network or internet connectivity, or (iii) if the Hyland Cloud Service or Software is used in combination with equipment or software other than that which is provided by Hyland or is consistent with the Documentation.

8.2 Hyland Cloud Service and Software Warranty Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranties under 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 the Hyland Cloud Service or Software, 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 practicable, then terminate the Agreement with respect to the non-conforming component, in which event, upon compliance by Customer with its termination obligations under the Agreement, Hyland will provide a refund to Customer of the "unused portion of prepaid PaaS Fees" (as defined below) paid by Customer and attributable to the non-conforming component. The "unused portion of the prepaid PaaS Fees" shall mean an amount equal to the total PaaS Fees paid by Customer for the non-conforming portion of the Hyland Cloud Service or Software 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).

8.3 Customer Limited Warranty. Customer represents and 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 the Hyland Cloud Service and Software 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 via electronic media will be free of viruses; and (c) anyone submitting Customer Data to Hyland for use in connection with the Hyland Cloud Service or Professional Services has the legal authority to do so, either through ownership of the Customer Data or by obtaining appropriate authorizations therefor, and that submission of Customer Data does not violate any contracts, agreements, or any applicable law. Customer is responsible for all Customer Data that is submitted to Hyland for use in connection with the Hyland Cloud Service or Professional Services.

## **9. INFRINGEMENT INDEMNIFICATION.**

9.1 Generally. 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 Hyland Cloud Service or Software 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 the Customer 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 the Hyland Cloud Service or Software, or to replace the relevant portions with other equivalent, non-infringing portions. If Hyland is unable to accomplish either of the options set forth in the preceding sentence, Hyland shall terminate the Agreement upon thirty (30) days advance written notice to Customer and refund to Customer the "unused portion of prepaid PaaS Fees" as defined below paid during the then current term (or applicable twelve-month period within the Initial Term). For these purposes, the "unused portion of prepaid PaaS Fees" shall

mean an amount equal to the total PaaS Fees paid by Customer for the term (or applicable twelve-month period within the Initial Term) during which termination 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 termination occurs, and the denominator of which shall be twelve (12). Notwithstanding anything to the contrary, Hyland shall have no obligation to indemnify Customer against any claims made against Customer and otherwise described in this Section that arise from: (u) failure to use updates to the Hyland Cloud Service or Software provided by Hyland; (v) any Customer Data; (w) use of the Hyland Cloud Service or Software other than as expressly permitted by the Agreement; (x) the combination of the Hyland Cloud Service, Software, or any component thereof with any product not furnished by Hyland; (y) the modification or addition of any component of the Hyland Cloud Service or Software, other than by Hyland or any of its authorized resellers specifically retained by Hyland to provide such modification or addition; or (z) the Customer's business methods or processes.

9.2 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 OR PROPRIETARY PROPERTY BY THE HYLAND CLOUD SERVICE OR SOFTWARE.

#### **10. LIABILITY FOR CUSTOMER DATA INCIDENTS.**

10.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY OTHER CONTRACT (INCLUDING WITHOUT LIMITATION A BUSINESS ASSOCIATE AGREEMENT OR DATA PROCESSING AGREEMENT), IN THE CASE OF AN UNAUTHORIZED DISCLOSURE OF OR ACCESS TO CUSTOMER DATA FOR WHICH A CLAIM AGAINST HYLAND (OR ANY OF ITS AFFILIATES OR SUPPLIERS) ARISES (A "CUSTOMER DATA INCIDENT"), THE FOLLOWING LIMITATIONS SHALL APPLY:

(A) THE MAXIMUM LIABILITY OF HYLAND (INCLUDING ITS AFFILIATES AND SUPPLIERS), WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THREE TIMES FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO HYLAND (LESS ANY REFUNDS OR CREDITS) UNDER THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CUSTOMER DATA INCIDENT; AND

(B) NEITHER HYLAND NOR ANY OF ITS AFFILIATES OR SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITY THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES, LOSSES, EXPENSES OR COSTS.

10.2 Subject to Section 10.1(A) of this Schedule, in the event of a Customer Data Incident, Hyland shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) providing notification of the Customer Data Incident to applicable government and relevant industry self-regulatory agencies, to the media and to individuals whose personal data may have been accessed or acquired, where required by law; and (b) providing credit monitoring service (where such service addresses the harm caused by the Customer Data Incident) to individuals who elect to receive such credit monitoring service and whose personal data may have been accessed or acquired, for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition.

**11. TRANSITION PERIOD.** Except in the case of termination due to Customer's breach of the Agreement, upon Customer's request, Hyland will use good faith efforts to enter into an amendment or Services Proposal pursuant to which Customer may continue to access the Hyland Cloud Service or Software pursuant to the terms of the Agreement for a period following the expiration or termination of the Agreement (the "Transition Period"). Any such amendment or Services Proposal shall be subject to Customer's payment of mutually agreed upon fees, including PaaS Fees, Consumption Fees and any fees for Professional Services related to such Transition Period.

**12. COMPLIANCE WITH LAWS.** Subject to the Term and Termination provisions, Hyland agrees to comply in all material respects with all laws applicable to Hyland in its performance of services under the Agreement.

**13. 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 shall apply:

<u>Hyland Company</u>	<u>Additional Terms Exhibit</u>
Hyland Software Brasil Ltda.	Exhibit A
Hyland Software Germany GmbH	Exhibit B

**14. CONTROLLING LANGUAGE.** Hyland may make other versions of this PaaS Schedule available in other languages at this online location. This English language version of this PaaS Schedule controls over any version of the PaaS Schedule made available at this online location in another language if the Incorporating Document is in English. If the Incorporating Document is in a language other than English (such language, the “Other Language”), but this PaaS Schedule is not made available at this online location in the Other Language, this English language version controls over any other version of the PaaS Schedule that may be made available at this online location in another language.

**Exhibit A**

**Hyland Software Brasil Ltda. Additional Terms Exhibit**

If Hyland is Hyland Software Brasil Ltda. this Exhibit A shall apply:

1. The PaaS Fees Section of this PaaS Schedule shall be replaced in its entirety as follows:

Customer shall pay PaaS Fees to Hyland for the Hyland Cloud Service and Software in such amounts as are invoiced by Hyland; provided, that during the first year of the Initial Term, Customer shall pay PaaS Fees to Hyland for the Hyland Cloud Service as initially composed in accordance with the initial Order Form. Hyland will adjust the PaaS 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 PaaS 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 PaaS Fees for the first year of the Initial Term. For any subsequent years, Hyland will invoice Customer for PaaS 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 Software for the Hyland Cloud Service, Hyland will invoice Customer for PaaS Fees for such additional Software on a prorated basis upon Hyland’s acceptance of the purchase order for such additional Software. Thereafter, PaaS Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.

**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 PaaS 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 the Software and/or Hyland Cloud Service in connection with any High Risk Use.

2. The following provision shall be added to the Customer Limited Warranty Section of the PaaS Schedule:

Any statutory rights of the Customer regarding any damages resulting from the breach of the above Software 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 PaaS Schedule is excluded.

3. Section 9.2 of the PaaS Schedule shall not apply.

4. Section 10.1 of the PaaS Schedule shall be replaced in its entirety as follows:

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY OTHER CONTRACT (INCLUDING WITHOUT LIMITATION A BUSINESS ASSOCIATE AGREEMENT OR DATA PROCESSING AGREEMENT), IN THE CASE OF AN UNAUTHORIZED DISCLOSURE OF OR ACCESS TO CUSTOMER DATA FOR WHICH A CLAIM AGAINST HYLAND (OR ANY OF ITS AFFILIATES OR SUPPLIERS) ARISES (A "CUSTOMER DATA INCIDENT"), THE FOLLOWING LIMITATIONS SHALL APPLY (EXCEPT WHERE HYLAND'S LIABILITY IS UNLIMITED PURSUANT TO THE GENERAL TERMS SCHEDULE):

(A) THE MAXIMUM LIABILITY OF HYLAND (INCLUDING ITS AFFILIATES AND SUPPLIERS), WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THREE (3) TIMES THE FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO HYLAND (LESS ANY REFUNDS OR CREDITS) UNDER THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CUSTOMER DATA INCIDENT.

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