

## **SUBSCRIPTION TERMS**

(FULL CONVERSION TO SUBSCRIPTION LICENSES)

These Subscription Terms (these "Subscription Terms") form a part of the Order Form, or any other agreement or document, which incorporates these Subscription Terms by reference (the "Incorporating Document") entered into between Hyland and Customer, and amend that certain separate contract that governs the licenses to the Software previously procured by Customer from Hyland (such as an End User License Agreement (click through or written) and Master Software License, Services and Support Agreement, Software License and Services Agreement or other similar agreement addressing Software license terms) (the "Underlying License Agreement").

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

(a) Capitalized terms used in these Subscription Terms and not defined herein are used herein with the same meanings given such terms under the Underlying License Agreement. The term "Agreement" as used in the Underlying License Agreement and in these Subscription Terms hereafter shall mean the Underlying License Agreement as amended by these Subscription Terms. The term "Effective Date" means the date on which the Incorporating Document is fully executed by Customer and Hyland.

(b) The following defined term is added to the Underlying License Agreement:

"Subscription Fees" means periodic fees for the licensing of Software licensed under this Amendment and Maintenance and Support for such Software, and payable by Customer to Hyland or to Hyland's authorized channel partner, if applicable.

"Order Form" means an ordering document signed by the applicable parties, describing the Software or other products or services purchased, associated fees, and other terms agreed to by the parties.

**2. CONVERSION FROM PERPETUAL LICENSES TO SUBSCRIPTION LICENSES.** The parties agree that all Software licensed to Customer prior to the Effective Date and thereafter will be on a subscription basis in accordance with the terms of the Agreement. Accordingly, Hyland and Customer agree that, as of the Effective Date, the Agreement shall be amended as follows:

(a) License; Term. Customer's right to use the Software as set forth in the Underlying License Agreement shall be subject to Customer's payment in full of the Subscription Fees and, unless terminated earlier for breach in accordance with the terms of the Underlying License Agreement, the term of such Software license shall be the Term Length identified in the Incorporating Document ("Initial Term"), and such term will automatically renew thereafter for successive terms of one (1) year each, unless and until either party provides at least thirty (30) days advance written notice of non-renewal, in which case the license and associated Maintenance and Support for such Software shall terminate at the end of the then current term. Customer's right to terminate the Underlying License Agreement for convenience shall not apply to the Customer's subscription to the Software; Customer may elect not to renew its subscription to the Software after the Initial Term as described in this provision.

(b) Subscription Fees.

i. *In General.* In lieu of Customer's obligation to pay Software license fees and Maintenance and Support fees under the Underlying License Agreement, Customer shall pay Subscription Fees to Hyland for the Software licensed under the Agreement in such amounts as are invoiced by Hyland. Subject to Section 2(b)(ii) and (iii), Subscription Fees for the Initial Term are set forth in the Incorporating Document.

ii. *Subscription Fees Payable to Hyland.* If Customer is paying Subscription Fees to Hyland, Customer will be invoiced upon

the Effective Date for the first year of the Initial Term. Such invoice shall be due and payable in accordance with the Underlying License Agreement, and if no payment terms are set forth in the Underlying License Agreement, such invoice shall be due and payable by Customer net thirty (30) days from the date of the applicable invoice. For any subsequent years, Customer will be invoiced for Subscription Fees prior to the beginning of such year, and such invoices shall be due and payable by Customer on or before the beginning of such year. In the event Customer licenses additional Software modules under the Agreement, Customer will be invoiced for Subscription Fees for such additional Software modules on a pro rata basis upon acceptance of the purchase order for such additional Software modules. Such invoice shall be due and payable by Customer in accordance with the Underlying License Agreement, and if no payment terms are set forth in the Underlying License Agreement, such invoice shall be due and payable by Customer net thirty (30) days from the date of the applicable invoice. Thereafter, Subscription Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software. Except as otherwise provided in these Subscription Terms, in relation to Software, any reference in the Underlying License Agreement to Software license fees and Maintenance and Support fees (or maintenance fees) shall mean Subscription Fees.

iii. *Subscription Fees Payable to a Hyland Authorized Channel Partner.* If Customer is receiving maintenance and support from a Hyland authorized channel partner, and paying Subscription Fees to such Hyland authorized channel partner, Subscription Fees will be invoiced and due and payable in accordance with Customer's agreement with such Hyland authorized channel partner.

(c) Infringement Indemnification. In the event Customer is entitled to a refund of fees paid under a IP infringement indemnification provision of the Underling License Agreement, notwithstanding anything to the contrary in the Underlying License Agreement, the amount of such refund shall be the "unused portion of prepaid Subscription Fees" (as defined below) paid by Customer, with respect to the infringing portion of the Software. For these purposes, the "unused portion of the prepaid Subscription Fees" shall mean an amount equal to the total Subscription Fees paid by Customer for the infringing portion of the Software for the 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 or which shall be twelve (12).

**3. CONTROLLING LANGUAGE.** Hyland may make other versions of these Subscription Terms available in other languages at this online location. This English language version of these Subscription Terms controls over any version of the Subscription 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 Subscription Terms are not made available at this online location in the Other Language, this English language version controls over any other version of Subscription 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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