

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO HYLAND INSIGHT PILOT PROGRAM

1. INTEGRATION. As stated in the Hyland Experience Terms of Use presented to Customer prior to use of Hyland Experience, these terms (including the General Terms Schedule and Hyland Experience Schedule) govern any use of Hyland Experience as part of the Hyland Insight Pilot Program. Accordingly, any signed Master Agreement or document of similar import, in either case, which does not explicitly state that it governs the Customer's use of Hyland Experience as part of the Hyland Insight Pilot Program shall have no force or effect with respect to Customer's use of Hyland Experience as part of the Hyland Insight Pilot Program.

2. INCREASED LIABILITY FOR CUSTOMER DATA. IN THE CASE OF AN UNAUTHORIZED DISCLOSURE OF OR ACCESS TO CUSTOMER DATA AS A RESULT OF CUSTOMER'S PARTICIPATION IN THE HYLAND INSIGHT PILOT PROGRAM FOR WHICH A CLAIM AGAINST HYLAND (OR ANY OF ITS AFFILIATES OR SUPPLIERS) ARISES, 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 \$100,000.00 USD.

3. SECURITY AND SUPPORT. The Hyland Insight Pilot Program is an AI-powered pilot and beta-testing program where Customer will provide feedback on, and Hyland will add or modify the functionality of, Hyland Experience. Accordingly, notwithstanding anything to the contrary, the Hyland Experience Technical Support and Hyland Experience Security terms included in the Hyland Experience Guide do NOT apply to use of Hyland Experience as part of the Hyland Insight Pilot Program.

4. TERMINATION; RETURN OF DATA. The term of the Hyland Insight Pilot Program commences on the Effective Date and continues until the earlier of Hyland's declaration, at its sole discretion, that the program has ended, or termination of Customer's enrollment in the program by either party immediately upon written notice to the other party. Notwithstanding anything to the contrary, upon termination of the Hyland Insight Pilot Program, Hyland will delete all Customer Data uploaded to Hyland Experience as part of the Hyland Insight Pilot Program.

5. DATA PROCESSING. Notwithstanding anything to the contrary, where Customer Data includes Personal Data, Hyland will process such Personal Data in accordance with the following Data Processing Addendum.

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") applies when Customer provides Personal Data to Hyland as part of the Hyland Insight Pilot Program.

1. DEFINITIONS

"Data Protection Law(s)" means any applicable law, regulation, legislation, or directive applicable to the Processing of Personal Data.

"Data Subject" means a natural person as defined by applicable Data Protection Law.

"Customer Personal Data" means any Personal Data submitted by or on behalf of Customer to Hyland pursuant to the Hyland Insight Pilot Program Agreement.

"Personal Data" means any individually identifiable information relating to a natural person which is protected under applicable Data Protection Law.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, disclosure or access to Customer Personal Data.

"Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collecting, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Sub-Processor," means an entity that Processes Personal Data at the request of Hyland.

2. HYLAND'S PROCESSING OF PERSONAL DATA

2.1 Instructions for Processing Personal Data. Hyland shall only Process Customer Personal Data for the purposes set forth in the Agreement and in accordance with **Appendix A**, unless otherwise required by law. Hyland will not "sell" or "share" any Personal Data as defined in applicable Data Protection Laws.

2.2 Duration of Processing. Hyland shall Process Personal Data only for the duration set out in **Appendix A**.

3. HYLAND'S SAFEGUARDS FOR PERSONAL DATA

3.1 Physical, Technical and Organizational Safeguards. Hyland shall maintain appropriate technical and organizational security measures designed to protect Customer Personal Data from accidental or unlawful destruction, loss, alteration, disclosure, or access.

3.2 Processing by Sub-Processors. Hyland shall only engage the Sub-Processors listed in **Appendix A**, which may be updated without amendment to this Agreement upon notice to Customer. Hyland has entered into a written agreement with each Sub-Processor containing data protection obligations to protect Customer Personal Data no less protective than the protections set forth in this Data Processing Addendum.

3.3 Confidentiality of Personal Data. Hyland shall treat Customer Personal Data as confidential and ensure that Hyland's personnel (including independent contractors) who have access to the Customer Personal Data: (i) have entered into appropriate contractually binding confidentiality undertakings; (ii) are informed of the confidential nature of Customer Personal Data; and (iii) have received appropriate training related to Customer Personal Data.

3.4 Return or Deletion of Personal Data. Upon termination of the Agreement or upon request of Customer, whichever occurs first, Hyland shall delete all Customer Personal Data in Hyland's possession or control. This provision shall apply to Customer Personal Data that is in the possession of Hyland, its subcontractors, and its agents. If Hyland determines that deleting the Customer Personal Data is infeasible, then Hyland shall: (a) notify Customer of the conditions that make deletion infeasible and (b) extend the protections of the Agreement to such Customer Personal Data and limit further uses and disclosures of such Customer Personal Data to those purposes that make the deletion infeasible for so long as Hyland maintains such Customer Personal Data.

3.5 Requests Directed to Hyland. To the extent legally permitted, Hyland will notify Customer without undue delay following its receipt of any actual or purported request from (or on behalf of) a Data Subject exercising his rights under Data Protection Laws ("Data Subject Request"). Hyland will cooperate with and provide any necessary assistance to Customer in responding to any such Data Subject Requests, insofar as possible and taking into account the nature of Hyland's Processing and the Personal Data available to Hyland.

3.6 Reporting a Personal Data Breach. Hyland will notify the Customer without undue delay upon becoming aware of a Personal Data Breach. Hyland will take reasonable efforts to identify the cause of such Personal Data Breach and take the steps that Hyland deems necessary and reasonable to remediate the cause of the Personal Data Breach. Any notification by Hyland under this subsection shall not be construed as an admission of fault by Hyland.

3.7 Notification of Processing. Hyland will notify Customer should Hyland determine that it can no longer meet its obligations under Data Protection Laws with respect to the Personal Data it receives or has access to in meeting its obligations under the agreement.

4. CUSTOMER OBLIGATIONS FOR PERSONAL DATA

4.1 Customer shall ensure it is not subject to any prohibition or restriction which would: (i) prevent or restrict it from disclosing or transferring the Customer Personal Data to Hyland; (ii) prevent or restrict it from granting Hyland access to the Customer Personal Data; and/or (iii) prevent or restrict Hyland from Processing the Customer Personal Data, in each case as required for Hyland to perform the Hyland Insight Pilot Program or as otherwise permitted in the applicable Hyland agreement.

4.2 Customer shall ensure all required consents and approvals have been obtained and all fair processing or other required notices or disclosures have been given and are sufficient in scope to enable Hyland to Process the Customer Personal Data in accordance with applicable Data Protection Laws.

Appendix A

Subject Matter and	
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Duration of the Processing	<p>the Hyland Insight Pilot Program Agreement.</p> <p>The duration of the Processing is the term of the Hyland Insight Pilot Program Agreement, and any exit period, if applicable.</p>
Categories of Data Subjects whose Personal Data is Processed	<p>Any Data Subject whose Personal Data is transferred to Hyland under the Hyland Insight Pilot Program Agreement, which could include the following categories:</p> <ul style="list-style-type: none"> ● Customer Employees (Past, potential, present and future staff of Customer) ● Customer Vendors (Past, present and potential advisors, consultants, vendors, contractors, subcontractors and other professionals engaged by Customer and related staff.) ● Customers End Users (Past, present and potential users of Customer services or products)
Nature and Purpose of the Processing	<p>The purpose of the Processing is to provide the Hyland Insight Pilot Program and otherwise for Hyland's fulfilment of its obligations under the Hyland Insight Pilot Program Agreement.</p> <p>The nature of the Processing may include, but is not limited to, collection, recording, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.</p>
Categories of Personal Data Processed	<p>Any Personal Data submitted by Customer to Hyland under the Hyland Master Agreement.</p>
Sub-Processors	<p>Amazon Web Services, Inc. Snowflake Inc. DataDog, Inc. MongoDB, Inc. Pendo.io Inc. Hyland Software, Inc. Affiliated Companies</p>

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