

## **ACCEPTABLE USE POLICY ATTACHMENT**

### **1. INTRODUCTION.**

This Acceptable Use Policy (this "AUP") applies to all persons and entities (collectively referred to herein as "User") who use the services, and/or software products provided by Hyland Software, Inc. or its affiliates ("Hyland") in connection with a Hyland Cloud Service. This AUP is designed to protect the security, integrity, reliability and privacy of Hyland's network and the Hyland Cloud Services Hyland hosts for its customers. Capitalized terms used below but not defined in this policy have the meaning set forth in the Hyland Master Agreement.

Hyland reserves the right to modify this policy at any time effective immediately upon Hyland's posting of the modification or revised AUP on Hyland's website: <https://www.hyland.com/community>; provided if any such modifications or revisions have a material impact on the authorized and legitimate use of the Hyland Cloud Service, such change will not be effective until the expiration of the then-current Product Subscription. User's use of the Hyland Cloud Service constitutes User's acceptance of the terms and conditions of this AUP in effect at the time of such use.

### **2. PROHIBITED USE.**

2.1 Restrictions on Use. User shall not use a Hyland Cloud Service:

(a) in any manner that infringes or misappropriates intellectual property rights, including copyrights, trademarks, service marks, software, patents and trade secrets;

(b) to engage in the promotion, sale, production, fulfillment or delivery of illegal drugs, illegal gambling, obscene materials or other products and services prohibited by law.;

(c) to display, transmit, store or make available child pornography materials;

(d) to transmit, distribute, store, or create any material that is unlawful, including any technology or software that is controlled under any relevant export control laws;

(e) to display, transmit, store or publish information that constitutes libel, slander, defamation, harassment, obscenity, or otherwise violates the privacy or personal rights of any person;

(f) to display or transmit obscene, threatening, abusive or harassing messages or in any manner to incite violence;

(g) to promote, offer or implement fraudulent financial schemes including pyramids, illegitimate funds transfers and charges to credit cards; or

(h) to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or "spam").

(i) to interfere with, gain unauthorized access to or otherwise violate the security of Hyland's or another party's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing, including, but not limited to, use in the development, distribution or execution of Internet viruses, worms, denial of service attacks, network flooding or other malicious activities intended to disrupt computer services or destroy data;

(j) to interfere with Hyland's network or the use and enjoyment of Hyland Cloud Services received by other authorized Users; or

(k) to provide false or misleading information in message headers or other content, using non-existent domain names or deceptive addressing, or hiding or obscuring information identifying a message's point of origin or transmission path.

**3. ENFORCEMENT.** If a User violates this AUP, Hyland may, depending on the nature and severity of the violation, suspend access to any Hyland Cloud Service that such User accesses for so long as necessary for steps to be taken that, in Hyland's reasonable judgment, will prevent the violation from continuing or reoccurring.

**4. NOTICE.** Unless prohibited by law, Hyland shall provide User with written notice via e-mail or otherwise of a violation of this AUP so that such violation may be corrected without impact on the Hyland Cloud Service; Hyland shall also provide User with a deadline for User to come into compliance with this AUP. Hyland reserves the right, however, to act immediately and without notice to suspend the Hyland Cloud Service in response to a court order or government notice that certain conduct of User must be stopped or when Hyland reasonably determines: (1) that it may be exposed to sanction, civil liability or prosecution due to the violation; (2) that such violation may cause harm to or interfere with the integrity or normal operations or security of Hyland's network or networks with which Hyland is interconnected or interfere with another of Hyland's customer's use of Hyland Cloud Services, other services or software products; or (3) that such violation otherwise presents imminent risk of harm to Hyland or Hyland's other customers or their respective employees. In other situations, Hyland will use reasonable efforts to provide User with at least seven (7) calendar days' notice before suspending the Hyland Cloud Service.

**5. DISCLAIMER.** User is solely responsible for the content and messages transmitted or made available by User using a Hyland Cloud Service. Hyland takes no responsibility for any material created or accessible on or through the Hyland Cloud Service and will not exercise any editorial control over such material. Hyland has no obligation to monitor any activities or content for violations of applicable law or this AUP, but it reserves the right to do so. Hyland disclaims any responsibility for inappropriate use of a Hyland Cloud Service by User and any liability for any other third party's violation of this AUP or applicable law.

**6. WAIVER.** No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

**7. QUESTIONS.** If you are unsure of whether any contemplated use or action is permitted or are aware of any violation of this AUP, please contact Hyland, at [security@hylandcloud.com](mailto:security@hylandcloud.com).

The most current version of this document shall be such in effect as of 12:00am EST (Eastern Standard Time) of the date stamped on such online version.