

ENTERPRISE LICENSE SCHEDULE

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

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 (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 Schedule, this Schedule shall be interpreted to include all definitions, as the context requires.

"Enterprise License Tier Value" shall mean the value identified as such on the Order Form.

"Enterprise Metric Value" means, depending on the Enterprise Metric Value identified on Customer's Order Form, one of the following:

Asset Size means Customer's and its Authorized Affiliates' then current asset size as reported on the website of the Federal Deposit Insurance Corporation or any successor agency thereto ("FDIC") (currently, <https://research.fdic.gov/bankfind/index.html>), or, where the FDIC does not track Customer's and its Authorized Affiliates' asset size, as publicly reported by a similar agency, system or service used to report the asset size of Customer and its Authorized Affiliates.

Employee Population means Customer's and its Authorized Affiliates' full time employee population (as defined by the National Credit Union Administration or any successor agency thereto ("NCUA")) as most recently reported by the NCUA, or, where the NCUA does not track Customer's and its Authorized Affiliates' full time employee population, as publicly reported by a similar agency, system or service used to report the full time employee population of Customer and its Authorized Affiliates.

Student Population means Customer's and its Authorized Affiliates' total student enrollment (full time), including undergraduate and graduate students, as most-recently reported by the Integrated Postsecondary Educational Data System or any successor system thereto ("IPEDS"), or, where the IPEDS does not track Customer's and its Authorized Affiliates' total student enrollment, as publicly reported by a similar agency, system or service used to report the total student enrollment of Customer and its Authorized Affiliates.

Worker Population means all Customer's and its Authorized Affiliates' employees who, as of December 31st of the preceding calendar year, either: (1) are under an employment contract, (2) are entitled to receive a W-2, and/or (3) are otherwise classified as an employee.

"Initial Audit Date" shall mean the date identified as such on the Order Form.

"Initial Enterprise Metric Value" shall mean the value identified as such on the Order Form.

1. ADDITIONAL FEES FOR THE ENTERPRISE LICENSE. The initial fees for the Enterprise License are based on the Initial Enterprise Metric Value set forth in the Order Form. The parties agree that subsequent determinations of the Enterprise Metric Value will be made consistent with the method used to arrive at the Initial Enterprise Metric Value. Customer agrees that if the Enterprise Metric Value increases, additional Subscription Fees or SaaS Fees relating to the Enterprise License shall be due and payable, as described below.

1.1 Audit. Commencing with the Initial Audit Date and every 12 months thereafter (each, an "Audit Date") during the term of Customer's subscription:

(a) if the Enterprise Metric Value is Worker Population, Customer will report to Hyland in writing its Enterprise Metric Value as of the Audit Date (the "Customer Determination"); or

(b) if the Enterprise Metric Value is Student Population, Employee Population, or Asset Size, Hyland will determine the Enterprise Metric Value as most recently reported by Customer to the applicable system or agency.

1.2 Disputed Process for Customer Determination. Hyland may request additional information regarding the Customer Determination, and Customer shall provide Hyland with access to Customer's and its Authorized Affiliates' records in order for Hyland to verify the accuracy of the Customer Determination. If, following the review of such information, Hyland still questions the Customer Determination, the parties will meet within ten (10) days in a good faith effort to resolve the dispute. Following such meeting, Hyland will invoice Customer for additional Subscription Fees or SaaS Fees, if applicable, based on Hyland's good faith determination of the Enterprise Metric Value in accordance with this Schedule. If Customer disputes this invoice in good faith, the parties will follow the invoice dispute procedures set forth in the General Terms Schedule.

1.3 Additional Fees. Upon each increase of the Enterprise Metric Value that causes the Enterprise Metric Value to cross an Enterprise License Tier (as defined below), the Subscription or SaaS Fees will increase by ten percent (10%) of the then-current fees. For clarity, this increase is not in addition to the increase of Subscription or SaaS Fees, as applicable, under any other Schedule; the Subscription or SaaS Fees will increase by the greater of the increase to such fees under any other Schedule or this provision. "Enterprise License Tier" means: (i) in the case of the first Enterprise License Tier, the number that is above the Initial Enterprise Metric Value by the Enterprise License Tier Value, and (ii) in the case of subsequent Enterprise License Tiers, each number that is greater than the previous Enterprise License Tier by the Enterprise License Tier Value. For example, if the Enterprise Metric Value is Worker Population, the Initial Enterprise Metric Value is 3,000, and the Enterprise License Tier Value is 300, the Enterprise License Tiers are: 3,300; 3,600; 3,900, etc. Hyland will invoice Customer for additional Subscription or SaaS Fees determined on a prorated basis, and such invoices will be paid in accordance with the General Terms Schedule. Notwithstanding the foregoing, in the case that the Enterprise Metric Value is Asset Size, the Enterprise License Tier shall mean the tiers set forth in the Asset Size Attachment, attached hereto.

2. CONTROLLING LANGUAGE. Hyland may make other versions of this Schedule available in other languages at this online location. This English language version of this Schedule controls over any version of this 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 Schedule is not made available at this online location in the Other Language, this English language version controls over any other version of this Schedule that may be made available at this online location in another language.

**ASSET SIZE ATTACHMENT
ENTPRISE LICENSE TIERS**

Minimum Assets Millions	Maximum Asset Millions
50	100
100	150
150	200
200	300
300	400
400	500
500	750
750	1,000
1,000	1,250
1,250	1,500
1,500	1,750
1,750	2,000
2,000	2,999
3,000	3,999
4,000	4,999

5,000	5,999
6,000	7,999
8,000	9,999
10,000	11,999
12,000	13,999
14,000	15,999
16,000	17,999
18,000	19,999
20,000	21,999
22,000	23,999
24,000	25,999
26,000	27,999
28,000	29,999
30,000	31,999
32,000	33,999
34,000	35,999
36,000	37,999
38,000	39,999
40,000	41,999
42,000	43,999
44,000	45,999
46,000	47,999
48,000	49,999
50,000	51,999

52,000	53,999
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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.