

## **PROFESSIONAL SERVICES SCHEDULE**

This Professional Services Schedule (this "Professional Services Schedule") is part of the Master Agreement, Order Form, or other agreement or document entered into between Customer and Hyland, which incorporates this Professional Services Schedule by reference (the "Incorporating Document"). As used herein, the "Agreement" means the Incorporating Document, inclusive of this Professional Services 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.

"Services Proposal" means either: (a) a written proposal issued hereunder, and which sets forth the Professional Services Hyland will provide to Customer and which is signed by Customer and Hyland; or (b) an Order Form submitted by Customer and accepted by Hyland for Professional Services. Services Proposals are fully incorporated herein by reference.

"Specifications" means the definitive, final functional specifications for Work Products, if any, produced by Hyland under a Services Proposal.

"Working Hour" means the services of one (1) person for a period of one (1) hour (or any part thereof) during regular business hours.

"Work Products" means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, or items created using the configuration tools of the Software, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of services under this Agreement. If applicable, Work Products shall include any pre-configured templates or VBScripts which have been or may be created or otherwise provided by Hyland as part of the configuration of advance capture Software.

**1. SERVICES PROPOSAL.** Customer may request Professional Services from Hyland. Hyland and Customer will discuss the parameters of the request and Hyland will inform the Customer as to whether the Professional Services shall be performed pursuant to a Services Proposal.

**2. FULFILLMENT.** Hyland will provide the Professional Services described in any mutually agreed upon Services Proposal at a time and on a schedule that is mutually agreed upon by the parties. If any delays in

such Professional Services occur solely as a result of any incorrect information, incorrect assumption or failure of Customer or Channel Partner (as the case may be) to perform or fulfill its obligations in connection with any Services Proposal, the performance schedule for the applicable project may be extended. Hyland shall have no liability or responsibility for any costs or expenses resulting from such delays. In the event that performance of any milestone set forth in any Services Proposal is not met due to a delay solely caused by Hyland, and provided that such cause is not an event of force majeure as described in the Agreement, Hyland agrees, at no additional charge, to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the slippage of later milestones or completion of such Professional Services. The parties agree that any Professional Services or Work Products described herein that have been performed or developed, in whole or in part, prior to the execution of this Agreement by the parties nevertheless shall be covered by all terms and conditions set forth herein.

**3. CHANGES TO SERVICES PROPOSAL.** Either party may, at any time, reasonably request a change to any Service Proposal. Any requested change that the parties mutually accept (a "Change") will be set forth in a written change order prepared by Hyland and agreed to and signed by both parties that specifically references the relevant Service Proposal. In the event the parties are unable to mutually agree upon a proposed Change or a proposed change order, and such proposed Change relates to a material component of the project that is the subject of the relevant Services Proposal, either party may terminate such Service Proposal upon not less than thirty (30) days advance written notice to the other party.

#### **4. CUSTOMER'S OBLIGATIONS.**

4.1 Assistance and Obligations. Customer agrees that it will cooperate with and assist Hyland in the performance of Professional Services under any Services Proposal; will provide the resources specified in the relevant Services Proposal; and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of the relevant Services Proposal. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section and the relevant Services Proposal, Hyland's ability to provide such Professional Services, meet the performance schedule set forth in such Services Proposal and keep services fees reasonably in line with any estimates given in the Services Proposal may be adversely affected. During any period in which Hyland is performing services hereunder, Customer shall provide to the Hyland project team independent local (onsite) and remote (offsite) access through the use of secure connections such as a network connection, VPN connection or other similar methods and dedicated user accounts with appropriate privileges to the applicable Software, hardware or virtual machines allocated to the applicable software system. Remote and local access will be granted for all provisioned environments, including production.

4.2 Third Party Software Rights. Notwithstanding any contrary terms, if Customer requests Hyland to perform Professional Services on or with respect to any third party software, Customer represents and warrants to Hyland that Customer has all necessary rights to allow Hyland to do so.

4.3 Protection of Customer's Systems. EXCEPT AS IT RELATES TO A HYLAND CLOUD SERVICE HOSTED BY HYLAND, CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

4.4 Safe Work Environment. Customer will be responsible for and shall ensure that while Hyland employees, agents or subcontractors are on Customer's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

**5. SERVICES FEES.** Except as otherwise provided in any applicable Services Proposal: (i) Hyland will charge services fees for Professional Services at Hyland's then-current standard list price for the applicable Professional Services; and (ii) Hyland shall invoice for Professional Services fees monthly, in arrears, based on the number of Working Hours required to complete the project and the applicable hourly fees; and each such invoice shall be paid in full in accordance with the terms of this Agreement. Any estimates of fees or Working Hours required to complete the project are approximations of the anticipated amount of fees and time needed to complete the project. The actual number of Working Hours may vary.

**6. TRAVEL AND EXPENSES.** Hyland shall be reimbursed for all customary and reasonable out-of-pocket costs and expenses incurred by Hyland in connection with the performance of services under this Agreement (including fees and expenses relating to travel, meals, lodging and third party vendor registration requirements) in accordance with Hyland's applicable internal policy for the reimbursement of costs and expenses to its employees. Except as otherwise provided in any applicable Services Proposal, Hyland shall invoice for all reimbursable costs and expenses on a monthly basis, in arrears; and such invoices shall be paid in full each in accordance with this Agreement.

## **7. WORK PRODUCTS.**

7.1 Work Products License. During the term of the Agreement and subject to Customer's compliance with the terms of the Agreement, Hyland grants to Customer a limited, non-exclusive and non-assignable license to use the Work Products only in connection with Customer's authorized use of the Software, Hyland Cloud Service, or Add-On Services, or other Hyland product or service (collectively "Hyland Core Product") with which such Work Product was delivered by Hyland for use by Customer. Customer may not: (a) make or authorize the making of copies of any Work Products; (b) remove any Hyland notices in the Work Products; (c) sell, transfer, rent, lease, time share or sublicense the Work Products to any third party; or (d) disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any Work Product for any reason. Customer further agrees that, in connection with any use of the Work Products by Customer, the Work Products shall not be copied and installed on additional servers unless Customer has purchased a license therefore. All restrictions on use of the Hyland Core Product, including without limitation export restrictions and U.S. Government End User provisions, shall apply to the Work Products. If the license to the Hyland Core Product with which such Work Product was delivered by Hyland for use by Customer terminates, Customer's right to use the applicable Work Product shall also terminate. All post-termination rights and obligations with respect to the applicable Hyland Core Product shall also apply to the Work Product.

### 7.2 Modification of Work Products.

(i) Form of Delivered Work Products. The form in which Hyland delivers Work Products will be determined by Hyland depending on the purpose and functionality of the Work Product.

(ii) Configuration Work Products. If Hyland delivers a Work Product: (1) in the form of (i) source code which is compiled by tools in the Software to machine language form; or (ii) a script; or (2) created using the configuration tools in the Software (a "Configuration Work Product"), then the Configuration Work Product may be modified, provided such modified Configuration Work Product is used only in compliance with the terms of the limited license to such Work Product granted hereunder.

(iii) Independent Work Products. If Hyland delivers a Work Product which is not a Configuration Work Product (an "Independent Work Product"), then, except as otherwise provided in the last sentence of this paragraph, such Independent Work Product may not be altered or modified. If mutually agreed by the parties, and subject to the payment of applicable fees to Hyland, if any, Hyland may redeliver an Independent Work Product in a format that may be modified. In such case, the redelivered Independent

Work Product may be modified, and if necessary, compiled, provided such modified Independent Work Product is used only in compliance with the terms of the limited license to such Work Product granted hereunder.

**7.3 Work Products Warranty.** For a period of sixty (60) days from and including the date that Hyland has delivered a completed Work Product to Customer, Hyland warrants to Customer that such Work Product, when properly installed and properly used, will function in all material respects as described in the Specifications. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Work Product that has been (a) modified or added to by Customer or a third party, (b) used in combination with equipment or software other than that which is consistent with the Specification, or (c) misused or abused. Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranty under this Section shall be as follows: provided that, within the applicable warranty period, Customer notifies Hyland in writing of the non-conformity, Hyland will either (a) repair or replace the non-conforming Work Product, which may include the delivery of a reasonable workaround for the non-conformity; or (b) if Hyland determines that repair or replacement of the Work Product is not commercially practicable, then terminate this Schedule with respect to the non-conforming Work Product, in which event, upon compliance by Customer with its obligations upon termination, Hyland will refund any portion of the services fees paid prior to the time of such termination with respect to the creation and implementation of such Work Product.

**7.4 Work Products Infringement Indemnification.** 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 Work Products of any patent, registered copyright or registered trademark of a third party, provided that Hyland: (a) is notified immediately 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 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 Work Products, or to replace the relevant portions of the Work Products with other equivalent, non-infringing portions.

**Removal and Refund.** If Hyland is unable to accomplish either of the options set forth in subparagraph (d) above, Hyland shall remove the infringing portion of the Work Products and refund to Customer the full services fees paid, if any, by Customer for the creation and implementation of the infringing Work Products.

**Exclusions.** Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer and otherwise described in this Section that arise from: (a) any Customer Data; (b) use of the Work Products by Customer other than as expressly permitted by this Schedule; (c) the combination of the Work Products with any product not furnished by Hyland to Customer; (d) the modification or addition to of the Work Products other than by Hyland or any of its authorized channel partners specifically retained by Hyland to provide such modification or addition; or (e) the Customer's business methods or processes.

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 WORK PRODUCTS.

## **8. TERMINATION.**

8.1 Generally. In addition to the termination provisions set forth in the General Terms Schedule, Customer or Hyland may terminate this Schedule, including any Services Proposal, for any reason, upon not less than thirty (30) days advance written notice to the respective other party to such effect. In the event this Schedule is terminated in its entirety, any Services Proposal not terminated shall survive in accordance with its terms and the terms of this Schedule.

8.2 Terminating a Services Proposal. In the case of termination of any Services Proposal, except in the case of termination due to Hyland's breach, all Professional Services fees related to all Professional Services performed by Hyland prior to and including the date of termination, as well as any additional reimbursable costs or expenses for which Hyland has incurred or contracted in connection with such Services Proposal and is unable to avoid, shall be due and payable in full. Additionally, all property of each party in possession of the other party in connection with Professional Services performed under this Schedule shall be returned.

8.3 Effects of Termination. Upon any termination of this Schedule in its entirety (other than by Hyland due to Customer's breach), Customer's license to use the Work Products provided in this Schedule shall survive according to its terms.

**9. ADDITIONAL TERMS AND CONDITIONS.** If Hyland is Hyland Software Germany GmbH, the additional or alternative terms and conditions set forth on Exhibit A shall apply.

**10. 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.

### **Exhibit A**

#### **Hyland Software Germany GmbH Additional Terms Exhibit**

If Hyland is Hyland Software Germany GmbH, this Exhibit A shall apply:

1. The Work Products License Section of the Professional Services Schedule shall be replaced in its entirety as follows:

"During the term of the Agreement and subject to Customer's compliance with the terms of the Agreement, Hyland grants to Customer a limited, non-exclusive and non-assignable license to use the Work Products only in connection with Customer's authorized use of the Software, Hyland Cloud Service, or Add-On Services, or other Hyland product or service (collectively "Hyland Core Product") with which such Work Product was delivered by Hyland for use by Customer. Customer may not: (a) make or authorize the making of copies of any Work Products; (b) remove any Hyland notices in the Work Products;

(c) sell, transfer, rent, lease, time share or sublicense the Work Products to any third party; or (d) disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any Work Product for any reason unless expressly permitted by statutory law for reasons indispensable to obtain the information necessary to achieve the interoperability of an independently created computer programs (Sec. 69e of the Germany Copyright Act) or decompiling or reproducing the Software according to the provisions of Sec. 69d of the German Copyright Act. Customer further agrees that, in connection with any use of the Work Products by Customer, the Work Products shall not be copied and installed on additional servers unless Customer has purchased a license therefore. All restrictions on use of the Hyland Core Product, including without limitation export restrictions and U.S. Government End User provisions, shall apply to the Work Products. If the license to the Hyland Core Product with which such Work Product was delivered by Hyland for use by Customer terminates, Customer's right to use the applicable Work Product shall also terminate. All post-termination rights and obligations with respect to the applicable Core Hyland Product shall also apply to the Work Product."

2. The Work Products Warranty Section of the Professional Services Schedule shall be replaced in its entirety as follows:

"For a period of one (1) year from and including the date that Hyland has delivered a completed Work Product to Customer, Hyland warrants to Customer that such Work Product, when properly installed and properly used, will function in all material respects as described in the Specifications. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Work Product that has been (a) modified or added to by Customer or a third party, (b) used in combination with equipment or software other than that which is consistent with the Specification, or (c) misused or abused. Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranty under this Section shall be as follows: provided that, within the applicable warranty period, Customer notifies Hyland in writing of the non-conformity, Hyland will either (y) repair or replace the non-conforming Work Product, which may include the delivery of a reasonable workaround for the non-conformity; or (z) if Hyland determines that repair or replacement of the Work Product is not commercially practicable, then terminate this Schedule with respect to the non-conforming Work Product, in which event, upon compliance by Customer with its obligations upon termination, Hyland will refund any portion of the services fees paid prior to the time of such termination with respect to the creation and implementation of such Work Product. Any statutory rights of the Customer regarding any damages resulting from the breach of the above warranty shall remain unaffected subject to the express terms of the Agreement."

3. The Work Products Infringement Indemnification Section of the Professional Services Schedule shall be replaced in its entirety as follows:

"Work Products Infringement Indemnification. 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 Work Products of any patent, registered copyright or registered trademark of a third party, provided that Hyland: (a) is notified immediately 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 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 Work Products, or to replace the relevant portions of the Work Products with other equivalent, non-infringing portions.

Removal and Refund. If Hyland is unable to accomplish either of the options set forth in subparagraph (d) above, Hyland shall remove the infringing portion of the Work Products and refund to Customer the full services fees paid, if any, by Customer for the creation and implementation of the infringing Work Products.

Exclusions. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer and otherwise described in this Section that arise from: (a) any Customer Data; (b) use of the Work Products by Customer other than as expressly permitted by this Schedule; (c) the combination of the Work Products with any product not furnished by Hyland to Customer; (d) the modification or addition to of the Work Products other than by Hyland or any of its authorized channel partners specifically retained by Hyland to provide such modification or addition; or (e) the Customer's business methods or processes."

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