

## **SOFTWARE LICENSE AND MAINTENANCE SCHEDULE- SUBSCRIPTION**

(Subscription License for Software, includes Support)

This Software License and Maintenance Schedule – Subscription (this “Subscription Schedule”) is part of the Master Agreement, Order Form or other agreement or document entered into between Customer and Hyland, which incorporates this Subscription Schedule by reference (the “Incorporating Document”). As used herein, the “Agreement” means the Incorporating Document, inclusive of this Subscription Schedule, and any other agreement within 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.

“Alfresco Community Versions” means the free, open source community versions that Hyland makes available at no charge, including without limitation Digital Business Platform, Alfresco Content Services, Alfresco Process Services and Records Management software.

“Alfresco Instance” means the installation of the Software into Customer’s individual repository or process environment using the license key generated by Hyland upon Customer’s execution of an Order Form or Hyland’s acceptance of Customer’s purchase order. The Alfresco Instance can be deployed over multiple physical or virtual servers limited to the number of Cores licensed to create one logical repository.

“Cores” means physical computer processing cores or virtual Central Processing Units (vCPUs), sold in groups of four Cores. As licensed by Hyland, an initial set of four Cores allows Customer to deploy the Alfresco Software on up to four physical cores, or up to four vCPUs, on a single server instance. If Customer purchases eight or more Cores, Customer may deploy the Software on physical cores or vCPUs equal to the number of Cores it has purchased, without limitation, as to the number of service instances upon which they can run. For example, if Customer purchases Alfresco Content Services (with eight Cores), Customer may deploy the Software on up to eight physical cores, or up to eight vCPUs, on any number of server instances.

“CPUs” means a single physical central processing unit with up to four (4) Cores on which the Alfresco Software may be installed or executed. In virtualized environments, a CPU is defined as an allocation of 1 to 4 virtual Cores to a given virtual machine instance. As an example, a virtual machine with 6 virtual Cores counts as 2 CPUs.

“Delivery” means: (i) the electronic downloading of the Software onto Customer’s systems, (ii) the Software being made available by Hyland to Customer for electronic download onto Customer’s systems; or (iii) the delivery by Hyland to Customer of a Production Certificate for such Software module(s) by Hyland either

shipping (physically or electronically) the Production Certificate to Customer or making the Production Certificate available for electronic download by Customer (including through one of Hyland's authorized channel partners).

"Production Certificate" means: license codes, a license certificate, or an IFM file issued by Hyland and necessary for Customer to activate Software for Customer's production use.

"Subscription Fees" means periodic fees for the licensing of Software licensed under this Schedule and for Support for such Software, and payable by Customer to Hyland.

"Success Path" means the applicable service level commitment purchase by Customer, as described in the Success Path Manual.

"Success Path Manual" means the latest version of the manual describing any available Success Path Services, as posted by Hyland from time to time on a website designated by Hyland, currently <https://legal.hyland.com/#success-paths-manual>.

"Success Path Services" means the support, education, and training services, as described in the Success Path Manual, applicable to the Success Path selected by Customer.

"Retired Software" means, at any particular time any version of the Software licensed under this Agreement which is identified as being retired on Hyland's applicable secure end user web site. Hyland will specify on such web site Software modules or versions which become Retired Software. The effective date of such change will be twelve (12) months from the date Hyland initially posts the status change on its end user web site.

## **1. SOFTWARE LICENSE.**

1.1 Grant of License. During the term of the Agreement, and subject to Customer's compliance with the terms of this Agreement, Hyland grants to Customer a revocable, non-exclusive, non-assignable (except as provided in this Agreement), limited license to the Software, in machine-readable object code form only and associated Documentation; in each case solely for use:

(a) by Customer internally, and only for storing, processing and accessing Customer's own data; and

(b) subject to the contractor use restrictions set forth herein, by a third party contractor retained by Customer as a provider of services to Customer, but only by the contractor for capturing, storing, processing and accessing Customer's own data in fulfillment of the contractor's contractual obligations as a service provider to Customer.

Customer shall not make any use of the Software or associated Documentation in any manner not expressly permitted by this Agreement. Software subject to a regulatory control may only be installed in the country identified as the end user location in the purchase order. The Software may be located and hosted on computer servers owned and controlled by a third party. Such third party hosting provider shall be considered a contractor, and subject to the contractor use restrictions set forth herein.

1.2 Use Restriction. The Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and the Software may control such use. Certain Software products that are volume-based (which shall include the number of Cores, Alfresco Instances and/or users) may: (i) no longer function if applicable volume limits have been exceeded; (ii) require Customer to pay additional fees based on Customer's volume usage; and/or (iii) include functionality which monitors or tracks Customer usage and reports that usage. Customer acknowledges and agrees that additional fees may apply based on Customer's volume usage. Customer may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Customer is prohibited from using any software other than the Software Client licenses, platforms or a Software application programming interface (API) to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to Customer's use of such other software and Customer has paid the applicable fees with respect to such access. Customer further agrees that the Software shall not be copied and installed on additional servers unless Customer has purchased a license therefore, and the number of users of the Software shall not exceed the number of users permitted by the Software licenses purchased by Customer.

1.3 Production and Test Systems. Unless otherwise stated in an Order Form, Customer shall be entitled to use one (1) production copy of the Software licensed and one (1) additional copy of the production environment licensed Software for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software in a production environment. Subject to the payment of any additional applicable fees, Customer shall also be entitled to license a reasonable number of additional copies of the production environment licensed Software to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration functionality of the Software licensed by Customer under this Agreement, and training Customer's employees on the Software ("Test Systems"). Customer may be required to provide to Hyland certain information relating to Customer's intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. To the extent that Customer is using the Test System for the purposes of testing an upgrade or enhancement of the Software prior to implementing the same in Customer's production environment, then Customer may contact Hyland for the provision of Support as described in this Schedule. Customer shall not make any copies of the Software not specifically authorized by this Section.

1.4 Third Party Licenses. The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. Such third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. Notwithstanding the above, Customer acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software or upon request) may grant additional rights to such open source software. Additionally, in the case of such software to be downloaded and installed on a mobile device, if such software will be downloaded from the application market or store maintained by the manufacturer of the mobile device, then use of such software will be governed by the license terms for the software included at the applicable application store or market or presented to Customer or Customer's user in the software, and this Agreement will not govern such use.

1.5 Integration Code. If applicable, Software also includes all adapters or connectors created by Hyland and provided as part of an integration between the Software and a third party line of business application ("Integration Code"). Software also includes any desktop host or other content services software provided by Hyland and downloaded on a user's computer used to extend functionality in Hyland's products. Such

Integration Code and desktop host may only be used in combination with other Software and in accordance with the terms of this Agreement.

1.6 Contractor Use Restriction. Customer agrees that if it desires to allow a contractor to do any of the following: (i) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs"); (ii) attend any Software training courses, either online or in person; or (iii) access any of Hyland's secure websites (including, but not limited to, Hyland.com/Community), either through contractor's use of Customer's own log-in credentials or through credentials received directly or indirectly by contractor; then, Hyland may require that it enter into a confidentiality agreement directly with the entity employing such contractor.

1.7 Audit Rights. During the term of this Agreement and for one (1) year thereafter, upon reasonable notice to Customer, Hyland shall be permitted access to Customer's facilities and records, during regular business hours, to audit Customer's use of the Software solely in order to determine Customer's compliance with the licensing and pricing terms this Agreement, including, where applicable, to measure Customer's volume usage. Additionally, if requested by Hyland in connection with Software licensed on a volume basis, Customer shall provide reports that show Customer's volume usage. Customer shall reasonably cooperate with Hyland with respect to its performance of such audit. Customer acknowledges and agrees that Customer is prohibited from publishing the results of any benchmark test using the Software to any third party without Hyland's prior written approval, and that Customer has not relied on the future availability of any programs or services in entering into this Agreement.

1.8 Third Party Applications or Services. The Software may contain functionality that allows Customer to access, link or integrate the Software with Customer's applications or applications or services provided by third parties. Hyland has no responsibility for such applications or services, websites or content and does not endorse any third party web sites, applications or services that may be linked or integrated through the Software; any activities engaged in by Customer with such third parties is solely between Customer and such third party.

1.9 ACS Specific Restriction Only. If Customer purchases Alfresco Content Services ("ACS"), the following restriction shall apply: The Alfresco Content Services (ACS) includes a workflow capability along with a predetermined set of document-review and approval workflows, and a set of predetermined management-task functions. Customer may use and modify the predetermined workflows and management tasks that are provided with the ACS subscription. However, Customer may not use the workflow software to design, create or run other types of workflows, business processes and/or management tasks. A separate subscription for Alfresco Process Services (APS) software is required for any such uses.

1.10 Nuxeo Software. If Customer is purchasing Nuxeo Software, Nuxeo Software is subject to additional licensing terms, which are available at <https://legal.hyland.com/Customer-Legal-Center#nuxeo-subscription-terms>.

**2. SUBSCRIPTION FEES.** Customer shall pay Subscription Fees to Hyland for the Software licensed hereunder in such amounts as are invoiced by Hyland; provided, that during the Initial Term, Customer shall pay Subscription Fees to Hyland for the initial Software licensed hereunder in accordance with the applicable Order Form. Following expiration of the Initial Term of the Agreement, Hyland may increase the Subscription Fees for the Software for any renewal period by up to ten percent (10%) of the previous year's Subscription Fees. Hyland will invoice Customer on or after the Effective Date for Subscription Fees for the first year of the Initial Term. Such invoice shall be due and payable by Customer to Hyland in accordance with the General Terms Schedule. For any subsequent years, Hyland will invoice Customer for Subscription Fees prior to the

beginning of such year, and such invoices shall be due and payable by Customer to Hyland on or before the beginning of such year. In the event Customer licenses additional Software modules under the Agreement, Hyland will invoice Customer for Subscription Fees for such additional Software modules on a pro rata basis upon Hyland's acceptance of the purchase order for such additional Software modules. Such invoice shall be due and payable by Customer to Hyland in accordance with the General Terms Schedule. Thereafter, Subscription Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.

**3. ADD-ON SERVICES.** If Customer subscribes to an Add-On Service, the fees for such Add-On Service will be invoiced on a periodic basis, in advance, and Customer shall pay such invoices in accordance with the General Terms Schedule unless otherwise stated on an Order Form. Some Add-On Services may be priced on a volume basis, for which Add-On Services fees may be invoiced in arrears based on the applicable volume usage. Add-On Services may be subject to additional terms.

#### **4. SUCCESS PATHS.**

4.1 Generally. During the term of the Agreement Hyland will provide Customer with the Success Paths Services pursuant to the applicable Success Path.

4.2 Success Path Manual. Prior to or on the Effective Date, Hyland has delivered a then-current copy of the applicable Success Path Manual to Customer. After the Effective Date, Hyland will have the right to modify the applicable Success Path Manual (including the right to issue an entirely restated Success Path Manual) from time to time provided that such modifications (or restated Success Path Manual) do not materially degrade the Success Path Services available for a Success Path. Hyland shall post a notification of such modifications (or restated Success Path Manual) on Hyland's end user web site (currently, <https://connect.hyland.com/>), to which Customer can subscribe to for updates, and such modifications will apply as of Customer's next renewal of the Success Path. The initial Success Path purchased by Customer is set forth in the initial Order Form. To the extent Success Path upgrades or downgrades are available related to the Software, Hyland Cloud Service or other Hyland's product or services purchase by Customer, Customer may upgrade the Success Path at any time, but may downgrade such Success Path only after the expiration of the Initial Term of the Agreement. In the event Customer elects to downgrade such Success Path, such downgrade will not be effective until the beginning of the next renewal of the Agreement. To modify a Success Path selection, Customer must submit a purchase order indicating the new Success Path.

4.3 Professional Services. Customer agrees that the Professional Services Terms, available at <https://legal.hyland.com/Customer-Legal-Center#professional-services-schedule> shall apply to all Professional Services (as that term is defined in the Agreement) provided by Hyland for Customer.

#### **5. INFRINGEMENT INDEMNIFICATION.**

5.1 Generally. 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 Software 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 Software, or to replace the relevant portions of the Software or with other equivalent, non-infringing portions.

5.2 Removal and Refund. If Hyland is unable to accomplish either of the options set forth in subparagraph (d) of the immediately preceding Section, Hyland shall remove the infringing portion of the Software and refund to Customer 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 pro rata portion of the Subscription Fees prepaid by Customer, if any, for any portion of the then current term that would have remained after the effective date of termination.

5.3 Exclusions. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to indemnify any claims made against Customer and otherwise described in the Infringement Indemnification Section set forth herein that arise from: (a) use of the Software by Customer other than as expressly permitted by this Agreement; (b) the combination of the Software with any product not furnished by Hyland to Customer; (c) the modification or addition to of the Software other than by Hyland or any of its authorized channel partners specifically retained by Hyland to provide such modification or addition; or (d) the Customer's business methods or processes.

5.4 THIS INFRINGEMENT INDEMNIFICATION SECTION STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE SOFTWARE.

**6. ADDITIONAL TERMS AND CONDITIONS.** If Hyland is a Hyland company set forth below, the additional or alternative terms and conditions set forth on the applicable Additional Terms Exhibit shall apply:

<u>Hyland Company</u>	<u>Additional Terms Exhibit</u>
Hyland Software Brasil Ltda. Hyland Software Germany GmbH	Exhibit A Exhibit B

**7. 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 Brasil Ltda Additional Terms Exhibit**

If Hyland is Hyland Software Brasil Ltda, this Exhibit A shall apply:

1. The Subscription Fees Section of the Subscription Schedule shall be replaced in its entirety as follows:

“Customer shall pay Subscription Fees to Hyland for the Software licensed hereunder in such amounts as are invoiced by Hyland; provided, that during the first year of the Initial Term of this Schedule (as defined herein), Customer shall pay Subscription Fees to Hyland for the initial Software licensed hereunder in accordance with the applicable Order Form. Hyland will adjust the Subscription Fees annually on each anniversary of the Effective Date of the Agreement by the last known accumulated value of IPCA for a period of twelve (12) months at the time Hyland issues the invoice. For all purposes, “IPCA” means the Índice de Preços para o Consumidor Amplo, as measured by IBGE, or any index created to replace this index. Hyland will invoice Customer on or after the Effective Date for Subscription Fees for the first year of the Initial Term. Such invoice shall be due and payable by Customer to Hyland in accordance with the General Terms. For any subsequent years, Hyland will invoice Customer for Subscription Fees prior to the beginning of such year, and such invoices shall be due and payable by Customer to Hyland on or before the beginning of such year. In the event Customer licenses additional Software under the Agreement, Hyland will invoice Customer for Subscription Fees for such additional Software on a pro rata basis upon Hyland’s acceptance of the purchase order for such additional Software. Such invoice shall be due and payable by Customer to Hyland in accordance with the General Terms. Thereafter, Subscription Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.”

## **Exhibit B**

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

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

1. The following provision shall be added to the Audit Rights Section of the Subscription Schedule:

“During the performance of the audit no information may be obtained by Hyland if such information would (i) lead to a breach of confidentiality agreement of the customer with third parties; or (ii) violate any rights or protections regarding personal data.”

2. Section 5.4 of the Subscription Schedule shall not apply.

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.