

## **PACSGEAR EQUIPMENT SCHEDULE**

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

### **DEFINED TERMS**

All capitalized terms used in this Pacsgear Equipment Schedule shall have the meaning ascribed them in this Pacsgear Equipment Schedule or, if not defined in this Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this Pacsgear Equipment Schedule or the General Terms Schedule, they shall have the meaning ascribed to them elsewhere in the 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.

"Business Day" means, for customers in Europe, 8:00am through 5:00pm UK Time (GMT +1); and for all other customers, 7:00-7:00 Central Time (CT), Monday through Friday excluding certain locally--observed holidays.

"Delivery" or "Delivered" means, with respect to Equipment, the Equipment is shipped by Hyland in accordance with Section 1.3 of this Schedule.

"Device Software" means software for use on Equipment purchased from Hyland under this Pacsgear Equipment Schedule. Except as provided in this Pacsgear Equipment Schedule, Software under the Agreement shall include Device Software.

"Equipment" means equipment or hardware purchased under the Agreement.

"Equipment Support" means support for Equipment and Device Software as described in this Pacsgear Equipment Schedule.

"Maintenance and Support" means, in the case of Equipment and Device Software, Equipment Support.

"Replacement Equipment" shall mean used Equipment that Hyland has restored or refurbished to satisfactory operating condition. Hyland uses new and reconditioned parts made by various manufacturers in performing repairs and providing replacement parts.

"Technical Contact" means a primary contact person who has read, comprehends, and follows the operating instructions provided by the manufacturer of the Device Software and/or Equipment prior to requesting such support, and who has full access and authority if Hyland requires assistance to research or duplicate a reported issue. The Technical Contact may be changed at any time upon notice to Hyland.

### **1. FEES; INVOICING; PAYMENT TERMS.**

1.1 Purchase Orders; Invoicing. Customer shall submit a written order form to Hyland for the purchase of licenses for all Software and/or Equipment (as the case may be) that Customer purchases under the Agreement. Each such order form shall be subject to acceptance or rejection by Hyland. The Software and/or Equipment shall be Delivered following acceptance by Hyland of Customer's order form. Hyland shall invoice Customer for purchases of Software licenses and/or Equipment on or after Hyland's acceptance of Customer's applicable order form, and such invoice shall be paid in accordance with the General Payment Terms of this Schedule.

1.2 Maintenance Periods; Annual Maintenance Fees; Payment Terms. The initial annual maintenance period for Maintenance and Support relating to the Software and/or Equipment shall begin upon Delivery of the Software or Equipment, as applicable. Maintenance and Support will renew annually subject to mutual agreement of the parties. Hyland shall invoice Customer for the initial annual maintenance fees upon Hyland's acceptance of the order form for the applicable Software licenses or Equipment, and such invoice shall be paid in accordance with the General Payment Terms of this Schedule. Maintenance and Support fees for any renewal annual maintenance period shall be invoiced prior to the commencement of such renewal maintenance period, and such invoice shall be due in full on or before the commencement of such renewal maintenance period.

1.3 Delivery And Shipment Of Equipment. Delivery of Equipment shall be F.O.B. Hyland's offices and Hyland will select the shipping method and carrier. Title, risk of damage and/or loss will pass to the purchaser (Customer or one of Hyland's authorized channel partners, as the case may be) at Hyland's facility. Equipment fees include the cost of shipping via Hyland's standard transportation

methods (ground, for U.S. shipments) and associated transit insurance. Purchaser may request alternate shipment methods at their expense. For any imports of tangible product, the purchaser will serve as the importer of record.

1.4 Inspections: The purchaser will inspect and accept or reject the Equipment promptly upon delivery of the Equipment. If the Equipment is found to be damaged, Hyland will either replace the Equipment with comparable new equipment, or refund the Equipment fees paid to Hyland for the Equipment. Failure to provide Hyland written notice of rejection of the Equipment within five (5) calendar days following delivery of the Equipment will be deemed acceptance of the Equipment.

## **2. EQUIPMENT SUPPORT.**

2.1 Equipment Support Coverage. During any period of Equipment Support, Hyland will replace defective Equipment according to the following:

(a) Provided that Customer is current in its payment of annual Equipment Support fees, Customer may notify Hyland of Equipment failure by submitting a support request online or calling Hyland's Maintenance and Support team on Business Days. Hyland and Customer's Technical Contact will cooperate to attempt to remedy any Equipment issues without need for Equipment replacement; however, if Hyland is unable to reasonably correct an Equipment failure, Customer may request Hyland to issue Replacement Equipment to Customer. Customer requests for Replacement Equipment processed by Hyland before 2:00pm PT (14:00 CET), will be shipped on the same day. For requests processed after 2:00pm PT (14:00 CET), Hyland will ship Replacement Equipment to Customer on the following Business Day.

(b) Customer has ten (10) Business Days from receipt of Replacement Equipment to return the defective Equipment to a location specified by Hyland. Returned Equipment becomes the property of Hyland. If the defective Equipment is not received at the specified location within ten (10) Business Days of Customer's receipt of the Replacement Equipment, Customer will pay the replacement cost of a new, similar product.

(c) For any shipment of Replacement Equipment to Customer, Hyland will pay all freight expenses, obtain adequate insurance for replacement cost, and bear the risk of loss during shipment. For any shipment of defective Equipment to Hyland during the ten (10) Business Day period, Hyland will pay all freight expenses, obtain adequate insurance for replacement cost, and bear the risk of loss during shipment, provided Customer follows Hyland's guidelines for return of the Equipment provided to Customer.

(d) In no event will Equipment Support be available more than five (5) years from the date of purchase of the Equipment.

(e) On Business Days, Hyland will provide to Customer's Technical Contact, telephone or online technical support related to: (i) problems associated with the operation of any Device Software; and (ii) installation of Upgrades and Enhancements to the Device Software.

2.2 General Exclusions. Hyland is not responsible for providing, or obligated to provide, Maintenance and Support under this Pacsgear Equipment Schedule: (a) in connection with any errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software or Equipment, or from any error or defect in any configuration of the Software or Equipment, which activities in any such case were undertaken by any party other than Hyland; (b) in connection with any error or defect if Hyland has previously provided corrections for such error or defect which Customer fails to implement; (c) in connection with any errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Hyland), hardware (other than Equipment under Equipment Support) or any system or networking utilized by Customer; (d) if the Software, Equipment, or related software or systems have been subjected to abuse, misuse (including use contrary to the Documentation, manufacturer's specifications, or duty cycles, or with software or hardware not supported by the applicable Software), improper handling, accident or neglect; or (e) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Maintenance and Support to Customer with respect to the Software or Equipment. Maintenance and Support does not include any services that Hyland may provide in connection with assisting or completing an upgrade of Software with any available Upgrade and Enhancement except as stated with respect to Device Software. Maintenance and Support does not include: (i) updates or upgrades to the Equipment in the event that the manufacturer modifies, revises, or updates the product or the product's specifications; (ii) replacement of any "consumable" parts or components; on-site services, system administration, system engineering, or programming services of any kind; (iii) or electrical services or cabling external to the Equipment.

2.3 Lapsed Maintenance and Support; Reinstatement. If Customer requests Equipment Support after Equipment Support has lapsed, Hyland reserves the right to inspect and, if necessary, repair the Equipment, and Customer agrees to pay for such inspection and any necessary repairs at Hyland's then current rates for parts, labor and expenses, prior to reinstating Equipment Support. Reinstatement of Maintenance and Support will be at Hyland's discretion and subject to all applicable re-instatement fees.

2.4 Excluded Services. Should Hyland provide services of any type not covered by Maintenance and Support, Customer agrees that such

services shall not be covered by this Section and only shall be engaged pursuant to a Services Proposal and will be subject to the payment of additional Professional Services fees, and/or Hyland's then-current fees for parts, labor and expenses, as applicable.

### **3. CUSTOMER OBLIGATIONS.**

3.1 Requesting Equipment Support Or Warranty Service. Customer represents and warrants that, in requesting Equipment Support, (a) all Equipment information provided by Customer to Hyland (including make, model, serial number, and location) is and will be true, accurate and complete; (b) Equipment and Device Software has been at all times operated in accordance with the manufacturer's specifications, including under site conditions, within the environmental range, and within the duty cycles specified by its manufacturer. Customer will provide Hyland with as much information and access to systems as reasonably possible to enable Hyland to investigate and attempt to identify and verify the problem. Customer will work with Hyland support personnel during the problem isolation process, as reasonably needed.

3.2 On-Line Access. Customer acknowledges and agrees that Hyland may require on-line access to the Device Software or Equipment installed on Customer's systems in order to provide Maintenance and Support and/or Professional Services. Accordingly, Customer shall install and maintain means of communication and the appropriate communications software as mutually agreed upon by Hyland and Customer and an adequate connection with Hyland to facilitate Hyland's on-line Maintenance and Support and/or Professional Services. Such right of access and use shall be provided at no cost or charge to Hyland.

### **4. DEVICE SOFTWARE.**

4.1 Software License. The Device Software is licensed under the terms of the Schedule under which the Customer has licensed the Software as if Device Software were Software; provided that, the Device Software is licensed on a perpetual basis notwithstanding that the Software may be licensed on a subscription basis. Notwithstanding anything to the contrary, Device Software is licensed only for use on the Equipment with which it is intended to be used.

4.2 Software Warranty. Any warranties otherwise provided for the Software shall not apply to Device Software, a defect in which is covered by Customer's Equipment Support.

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

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