

**RPA SOFTWARE SCHEDULE**  
**(ADD-ON TO HYLAND CLOUD SERVICE)**

This RPA Software Schedule is part of the Master Agreement, Order Form or other agreement between Customer and Hyland, which incorporates this RPA Software Schedule by reference (the "Incorporating Document"). As used herein, the "Agreement" means the Incorporating Document, inclusive of this RPA Software 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 RPA Schedule or, if not defined in this RPA Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this RPA 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.

"Delivery" means: (i) the electronic downloading of the Hyland RPA Software onto Customer's systems, (ii) the Hyland RPA 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 Hyland RPA Software 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).

"Hyland RPA Software" or "Software" means: (a) the RPA Software listed in an Order Form, which is executed by Customer, (b) any add-on RPA Software for which Customer executes an Order Form or submits a written purchase order to Hyland that Hyland accepts and fulfills, including, in each case, third party software bundled by Hyland together with Hyland's RPA Software as a unified product; and (c) all upgrades and enhancements of the software products described in clause (a) and (b) which Customer properly obtains pursuant to this RPA Schedule.

"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.

"Retired Software" means, at any particular time any version of the Hyland RPA Software licensed under this Agreement which is identified as being retired on Hyland's applicable secure end user web site. Hyland will specify on its end user 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.

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

## **1. SOFTWARE LICENSE.**

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

1.2 Production and Test Systems. 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. In addition, 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 modules 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. Customer shall not make any copies of the Software not specifically authorized by this Section.

1.3 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) may grant you 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.

**2. PRICES.** Customer shall pay Subscription Fees to Hyland for the Software licensed under this RPA Schedule in such amounts as are invoiced by Hyland. Hyland will invoice Customer for Subscription Fees upon execution of an Order Form or Hyland's acceptance of the purchase order, and such invoices shall be due and payable by Customer to Hyland in accordance with the General Terms Schedule. In the event Customer licenses additional licenses to the Software under this Schedule, Hyland will invoice Customer for Subscription Fees for such additional licenses to the Software on a pro rata basis upon Customer's execution of an Order Form or Hyland's acceptance of the purchase order for such additional licenses to the Software. 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 licenses to the Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.

**3. SUCCESS PATHS.** Except with respect to Retired Software, Hyland will provide Support to the Software in accordance with the Success Paths terms set forth in the SaaS Schedule or the PaaS Schedule, as applicable.

**4. INFRINGEMENT INDEMNIFICATION.** In the event Customer is entitled to a refund of fees paid under the IP infringement indemnification provision of the SaaS Schedule or PaaS Schedule, as applicable, the amount of such refund shall be replaced with the “unused portion of prepaid Subscription Fees” (as defined below) paid by Customer, with respect to the infringing portion of the Software, notwithstanding anything to the contrary in the Agreement. For these purposes, the “unused portion of the prepaid Subscription Fees” shall mean an amount equal to the total Subscription Fees paid by Customer for the infringing portion of the Software for the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, and the denominator of which shall be twelve (12).

**5. ADDITIONAL EFFECTS OR CONSEQUENCES OF TERMINATION.** In addition to termination provisions of the General Terms Schedule, upon any termination of this RPA Schedule in its entirety, any license to use the Software will automatically terminate without other or further action on the part of any party; and Customer shall immediately: (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation to Hyland, or (2) with the prior permission of Hyland, destroy the Software and Documentation and certify in writing to Hyland that Customer has completed such destruction.

**6. NO OTHER TERMS.** Where not expressly modified by the terms of this RPA Schedule, the terms of the SaaS Schedule or PaaS Schedule, as the case may be, where applicable, shall apply to the Software.

**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.

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.