Content Innovation Cloud Schedule

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

DEFINED TERMS.

All capitalized terms used in this Schedule shall have the meaning ascribed to 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 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.

"Artificial Intelligence (AI) Technologies" means deep learning, machine learning, and other artificial intelligence technologies, including proprietary algorithms, software or systems that make use of or employ neural networks, statistical learning algorithms (e.g. linear and logistic regression, support vector machines, random forests, k-means clustering), or reinforcement learning, including ChatGPT, CoPilot, Gemini, and similar large language models, made available via Content Innovation Cloud.

"Customer Data" means all electronic data or information submitted by Customer or a User to Content Innovation Cloud.

"Content Innovation Cloud" means the cloud-based services branded by Hyland as Content Innovation Cloud and made available by Hyland to Customer on a subscription basis, as further described in the Documentation, Content Innovation Cloud Guide, and corresponding Order Form.

"Content Innovation Cloud Guide" means the then-current additional commitments, obligations, or restrictions related to Content Innovation Cloud made available by Hyland at https://legal.hyland.com/hylandexperience-guide (or at such other location provided by 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 services, as described in the Success Path Manual, applicable to the

Success Path selected by Customer.

1. CONTENT INNOVATION CLOUD.

1.1 <u>Provision of Content Innovation Cloud.</u> During the term of a Content Innovation Cloud Product Subscription and subject to Customer's compliance with the terms of the Agreement, Hyland grants to Customer a revocable, non-exclusive, non-assignable, limited right to use the applicable Content Innovation Cloud service as provided by Hyland, and the associated Documentation, solely for use by Customer and its Users for the internal business operations of Customer.

1.2 Content Innovation Cloud Guide.

- 1.2.1 <u>In General</u>. Notwithstanding anything to the contrary in the Agreement or any other agreement between the parties, Hyland will only provide Content Innovation Cloud pursuant to this Schedule and the Content Innovation Cloud Guide.
- 1.2.2 <u>Updates</u>. Hyland reserves the right to update the Content Innovation Cloud Guide at its discretion. Such updates will be effective upon the next renewal of Customer's Content Innovation Cloud Product Subscription. Hyland shall post a notification of such updates on Hyland's secure end user web site (currently https://connect.hyland.com/), to which Customer can subscribe to for updates. Customer's continued access or use of Content Innovation Cloud constitutes Customer's acceptance of such updates.

1.3 Third-Party Services and Content.

- 1.3.1 <u>Third-Party Websites and Content</u>. Content Innovation Cloud contains functionality which allows Customer to, utilize, link or integrate Content Innovation Cloud with services from third parties and/or to access third-party websites and content. Hyland has no responsibility for such third-party services, websites or content and no obligations related to third-party service failures. Hyland does not endorse any third-party websites and content that may be linked through Content Innovation Cloud. Hyland is not responsible for any third-party website and content that is processed, accessed or used by Customer via Content Innovation Cloud.
- 1.4 <u>Third-Party Services and Content</u>. Content Innovation Cloud contains functionality which allows Customer to, utilize, link or integrate Content Innovation Cloud with services from third parties and/or to access third-party websites and content. Hyland has no responsibility for such third-party services, websites or content and no obligations related to third-party service failures. Hyland does not endorse any third-party websites and content that may be linked through Content Innovation Cloud. Hyland is not responsible for any third-party website and content that is processed, accessed or used by Customer via Content Innovation Cloud.
- 1.5 <u>Additional Terms</u>. Certain functionality of Content Innovation Cloud, including corresponding components that are downloaded or installed locally on Customer's systems. Such functionality and components may be subject to additional terms and conditions included in the Content Innovation Cloud Guide. Customer's access to or use of such functionality constitutes acceptance of such additional terms and conditions.

2. SUCCESS PATHS; PROFESSIONAL SERVICES.

- 2.1 <u>Success Path</u>. During the term of a Content Innovation Cloud Product Subscription Hyland will provide Customer with the Success Paths Services pursuant to the applicable Success Path.
- 2.2 <u>Success Path Manual</u>. 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 diminish or reduce 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 secure end user web site (currently, www.hyland.com/community), 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.
- 2.3 <u>Professional Services</u>. 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.

3. CUSTOMER DATA.

- 3.1 <u>Customer Data</u>. As between Customer and Hyland, Customer is and will remain the owner of all Customer Data, including any intellectual property rights therein. Customer Data shall be considered Customer's Confidential Information. Customer hereby grants Hyland, its affiliates, and its subcontractors all necessary rights and authority to host, use, process, store, display and transmit Customer Data as set forth in this Agreement and for Hyland to provide Content Innovation Cloud in accordance with this Agreement or to the extent required by applicable laws, rules or regulations.
- 3.2 <u>Scope of Processing</u>. Hyland will process Customer Data solely: (a) to provide Content Innovation Cloud and Success Path Services to Customer, (b) to prevent or address Customer's technical issues; (c) as initiated by a User via functionality provided within Content Innovation Cloud; or (d) as otherwise set forth in this Agreement.
- 3.3 <u>Laws and Regulations</u>. Hyland only processes Customer Data in accordance with this Agreement and does not determine whether Customer Data is subject to any specific law or regulation. Hyland is not responsible for compliance with any laws or regulations applicable to Customer or its Users or applicable to their industry that are not generally applicable to software services providers.
- 3.4 <u>Account Information, Aggregated Data, and Usage Data</u>. Hyland may collect and use Account Information, Aggregated Data, and Usage Data (each, defined below) for its own business purposes including developing, training, or improving its products or services. For clarity, Account Information, Aggregated Data, and Usage

Data is not include Customer Data.

"Account Information" means all Customer billing data and Customer and User registration information that is required for set-up, use and billing for Content Innovation Cloud.

"Aggregated Data" means all aggregated and anonymized data derived from the use and operation of Content Innovation Cloud, including without limitation, the number of records in Content Innovation Cloud, the number and types of transactions, configurations, actions, and reports processed as part of Content Innovation Cloud and the performance results of Content Innovation Cloud.

"Usage Data" means (a) statistical data, feedback, insights, functional or performance data, and other information, generated from Customer's use of Content Innovation Cloud and (b) data related to Customer's configuration of Content Innovation Cloud.

3.5 <u>Customer Input and Suggestions</u>. Customer grants to Hyland and its affiliates a royalty-free, worldwide, perpetual, transferable, sub-licensable, and irrevocable license to incorporate into Hyland's products or services any suggestions, enhancements, improvements, recommendations, or any other feedback provided by Customer, including Users.

4. ARTIFICIAL INTELLIGENCE TECHNOLOGY.

- 4.1 <u>LLM Terms</u>. Content Innovation Cloud may provide access to or interoperate with certain AI features or services made available by third-party providers such as the large-language modules (LLMs) provisioned through Amazon Bedrock or other third-party platforms ("Third-Party AI Services"). Customer understands that such Third-Party AI Services are governed by, and Customer is subject to such third-party license terms and AUPs. Customer will comply with all applicable third-party terms and AUPs governing the use of such LLMs. Information about LLMs utilized by Content Innovation Cloud and the applicable third-party license terms is available via the AI Services Cards made available on Hyland's Trust Center (currently, https://security.hyland.com/?product=hyland-cloud).
- 4.2 <u>Third-Party AI Services</u>. Third-Party AI Services are not considered part of the Content Innovation Cloud, and Hyland makes no representations, warranties, or commitments with respect to the availability, accuracy, non-infringement, or fitness for a particular purpose of such Third-Party AI Services. Hyland shall have no obligation to defend or indemnify Customer for claims arising from or related to Customer's use of any Third-Party AI Services. Hyland reserves the right to suspend or restrict integration with a Third-Party AI Service if it poses a security, performance, or legal risk to the Content Innovation Cloud or Hyland's customers generally.
- 4.3 <u>Ownership of Outputs</u>. As between Hyland and Customer, Customer owns any prompts, inputs, or instructions provided by Customer or a User in connection with Al Technology, as well as any outputs in response to such prompts, inputs, or instructions.
- 4.4 <u>Al Training</u>. Unless permitted by Customer, Hyland will not: (a) use Customer Data to train Al models, except for models specific to Customer; nor (b) permit Third-Party Al Services to use Customer Data for training Al models ("Al Training"). The parties agree that such permission may be evidenced by Customer via the administrative user settings of Content Innovation Cloud.

4.5 <u>Artificial Intelligence Disclaimer</u>. Given the probabilistic nature of artificial intelligence, output generated and returned by Al Technologies may be incorrect and Hyland does not guarantee that the functionality will be error-free. Use of the Al Technologies is at Customer's own risk and discretion. Customer is solely responsible to verify the accuracy and reliability of any output generated by the Al Technologies before making any decisions or taking any actions based on such output. HYLAND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THE ARTIFICIAL INTELLIGENCE OUTPUT. ARTIFICIAL INTELLIGENCE OUTPUTS ARE PROVIDED "AS IS" AND WITHOUT ANY EXPRESS, STATUTORY, OR IMPLIED WARRANTY AND ARE NOT SUBJECT TO ANY, INDEMNITY, SERVICE LEVEL AGREEMENT, SUPPORT, OR OTHER REQUIREMENTS.

5. CUSTOMER'S USE.

5.1 Responsibilities.

5.1.1 In General. Customer will:

- (a) only use Content Innovation Cloud in accordance with this Agreement, the Documentation, the AUP, and applicable laws and government regulations;
- (b) be responsible for all use and all access through Customer and its Users of Content Innovation Cloud and compliance with this Agreement, including, but not limited to, (i) setting-up accounts (e.g., user names, passwords, tokens, etc.), (ii) immediately revoking accounts when a User no longer requires access, and (iii) prohibiting the sharing of log-in credentials;
- (c) use reasonable efforts to prevent unauthorized access to or use of Content Innovation Cloud;
- (d) notify Hyland promptly of any unauthorized access or use of Content Innovation Cloud of which it becomes aware;
- (e) as between Hyland and Customer, be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer or User acquired Customer Data, and Customer's and Users' use of Customer Data with Content Innovation Cloud;
- (f) use available Content Innovation Cloud security features and controls to properly transmit, store, process and provide access to Customer Data;
- (g) use the tools and reporting capabilities made available in Content Innovation Cloud to monitor and confirm Customer Data processing (e.g., electronic documents uploads); and
- (h) designate its Customer Security Administrator. "Customer Security Administrators" (also referred to as "CSA" or "CSAs") are individuals designated by Customer who are authorized to submit configuration change requests, speak authoritatively on behalf of Customer's regarding Content Innovation Cloud

and shall receive and provide, as applicable, all notifications related to maintenance, security, service failures and the like. If Customer fails to designate the initial CSA, Hyland may at its option, designate the initial CSA as the individual who signed the Agreement on behalf of Customer.

- 5.1.2 <u>Internet Connection</u>. Customer is responsible for obtaining and maintaining all software, hardware (including without limitation network systems), telephonic or other communications circuits, and Internet Service Provider relationships that are necessary or appropriate for Customer to properly access and use Content Innovation Cloud.
- 5.1.3 <u>Internal Administration by Customer</u>. Customer may give any of its Users the ability, through the configuration tools included in Content Innovation Cloud, to act as a system administrator. Customer is solely responsible for its internal management and administration of Customer's instance of Content Innovation Cloud.

5.2 Restrictions.

5.2.1 Generally. Customer will not:

- (a) make Content Innovation Cloud available to anyone other than Customer or its Users;
- (b) directly or indirectly access or use Content Innovation Cloud or Customer Data in a way that circumvents any usage limits;
- (c) use or permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of Content Innovation Cloud without advance written approval from Hyland;
- (d) disclose to any third party any benchmark or performance tests of Content Innovation Cloud;
- (e) use functionality included in Content Innovation Cloud to, directly or indirectly, develop or improve a similar or competing product or service other than as intended and described in the Documentation;
- (f) remove any notices, including copyright, trademark or other proprietary rights notices that appear in Content Innovation Cloud or during the use of Content Innovation Cloud;
- (g) sell, transfer, rent, lease or sub-license the right to use Content Innovation Cloud or any components thereof to any third party;
- (h) alter or modify Content Innovation Cloud or any components thereof;
- (i) reverse engineer, disassemble, decompile or attempt to derive source code from any components of

Content Innovation Cloud;

- (j) prepare derivative works from Content Innovation Cloud or any components thereof; and
- (k) make any use of Content Innovation Cloud for processing of third-party data, documents or content as a service bureau, application service provider, business process outsource provider, or otherwise4.2.2 Components. All components of Content Innovation Cloud including any components that are downloaded or installed locally on Customer's systems, are solely for use with Content Innovation Cloud and may not be used on a stand-alone basis.
- 5.2.2 <u>Contractor Use Restriction</u>. Customer agrees that if it desires to allow a contractor to do any of the following: (i) make use of the configuration or administrative tools or application programming interfaces ("APIs"); (ii) attend any 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.

5.3 Excessive Use.

- 5.3.1 <u>Infrastructure</u>. The physical infrastructure of Content Innovation Cloud is provisioned to Customer based on Customer's Content Innovation Cloud Product Subscription. If Customer's use of Content Innovation Cloud exceeds the usage limits of Customer's Content Innovation Cloud Product Subscription ("Excessive Use"), then the speed, availability, or number of API requests that Customer may make of Content Innovation Cloud may be impacted. Customer may upgrade its current tier or purchase additional usage at any time. HYLAND DISCLAIMS ANY RESPONSIBILITY FOR THE ISSUANCE OF CREDITS PER THE CONTENT INNOVATION CLOUD SERVICE LEVELS (stated in the Content Innovation Cloud Guide) THAT WOULD BE DUE AS A RESULT OF EXCESSIVE USE.
- 5.3.2 <u>Tier-Based Licensing</u>. Content Innovation Cloud contains functionality which Customer may purchase on a tier or volume basis. Such functionality may: (a) no longer function if applicable limits have been exceeded; (b) require Customer to pay additional fees based on Customer's usage; and (c) monitor or track Customer's usage and report that usage. Customer shall not circumvent or attempt to circumvent this restriction by any means.
- 5.4 <u>Assessment</u>. Hyland shall be permitted to audit Customer's use of Content Innovation Cloud to determine Customer's compliance with the grant of use and pricing terms of the Agreement, including, where applicable, to measure Customer's usage.

6. PRICES, INVOICES AND PAYMENT.

6.1 <u>CIC Fees</u>. Customer shall pay all fees for Content Innovation Cloud ("CIC Fees") in such amounts as specified in each Order Form including any applicable additional fees if Customer exceeds the allotted capacity or other applicable limits specified in the Order Form or Content Innovation Cloud Guide. Unless otherwise specified in an Order Form: (a) fees listed on a subscription basis will be invoiced annually in advance, (b) fees on a consumption basis will be calculated and invoiced monthly in arrears; and (c) fees for

overages will be calculated and invoiced when incurred.

6.2 <u>Renewal Fees</u>. CIC Fees for each renewal term will increase by 10% annually over the fees in effect during the immediately preceding year, unless otherwise agreed in writing by the parties. If payment is not received by the due date, Hyland may, upon notice to Customer, adjust the annual price increase during the then-current term to the greater of: (a) 15% annually, or (b) Hyland's then-current annual renewal rate.

7. WARRANTIES.

- 7.1 <u>Content Innovation Cloud Warranty</u>. Hyland warrants that, when used as authorized under this Schedule, Content Innovation Cloud will perform substantially in accordance with the applicable specifications, as published and periodically updated by Hyland, that describe the functionality of Content Innovation Cloud.
- 7.2 <u>Virus Warranty</u>. Hyland will use anti-virus or industry equivalent technologies designed to: (a) detect Unauthorized Code (as defined below) in Content Innovation Cloud; and (b) prevent Hyland from sending Unauthorized Code from the Content Innovation Cloud. Unauthorized Code means any routines, codes or instructions designed to permit unauthorized access to or intrusion upon, disabling or disruption of, erasure of, or interference with, either: Content Innovation Cloud, Customer's hardware or data. If Hyland detects Unauthorized Code in the Content Innovation Cloud or sends Unauthorized Code from the Content Innovation Cloud, then Hyland will use reasonable efforts to: (i) remove the Unauthorized Code from the Content Innovation Cloud, and (ii) mitigate, to the extent practical, any harmful effect caused by the Unauthorized Code.
- 7.3 <u>Customer Data Warranty</u>. Customer warrants to Hyland that: (a) Customer is the legal custodian of the Customer Data and has the right and authority to use Content Innovation Cloud in connection with all Customer Data and other materials hereunder; (b) Customer will use reasonable efforts to ensure that any Customer Data submitted to Hyland will be free of viruses; and (c) anyone submitting Customer Data for use in connection with Content Innovation Cloud, Success Path Services, or Professional Services (if any) has the legal authority to do so, either through ownership of the Customer Data or by obtaining appropriate authorizations therefor, and such submission does not violate any contracts, agreements, or any applicable law. Customer is responsible for all Customer Data that is submitted by and of its Users for use in connection with Content Innovation Cloud, Success Path Services, or Professional Services (if any).

8. INDEMNIFICATION.

8.1 <u>By Customer</u>. Customer will indemnify, defend and hold harmless Hyland and its affiliates from and against all liabilities, damages and costs and expenses, including reasonable attorneys' fees, arising from or in connection with any third-party claim, action or proceeding instituted against Hyland based upon: (a) any Customer Data or third-party content provided by Customer and transmitted, stored, processed or used in Content Innovation Cloud; or (b) Customer's use of Content Innovation Cloud in violation of this Agreement or laws, rules, or regulations applicable to Customer. Hyland will: (y) promptly notify Customer of any claim for which Hyland seeks indemnification; and (z) reasonably cooperate with Customer in defending and settling the claim.

8.2 By Hyland.

- 8.2.1 Intellectual Property. Hyland agrees to indemnify Customer from and against all: amounts awarded in, or paid in settlement of, and reasonable out-of-pocket expenses incurred in defending, any third-party judicial claim instituted against Customer stating, with specificity, that Customer's use of Content Innovation Cloud is the basis of the infringement or misappropriation of any patent, registered copyright or registered trademark of a third party, provided that Hyland: (a) is notified promptly 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 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 Content Innovation Cloud or replace the alleged infringing portions of Content Innovation Cloud with other equivalent, non-infringing alternatives so that it no longer infringes. If, in its reasonable opinion, Hyland is unable to achieve either option set forth in (d), Hyland may terminate this Agreement and Customer's use of Content Innovation Cloud upon thirty days advance written notice to Customer and refund to Customer a pro-rata refund of fees received by Hyland for the then current Product Subscription. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer to the extent that such claims arise from: (1) any Customer Data or third-party content; (2) use of Content Innovation Cloud other than as expressly permitted by this Agreement; (3) the combination of Content Innovation Cloud with any content, product, or service not furnished by Hyland; (4) the modification or addition of any component of Content Innovation Cloud other than by Hyland or a contractor to Hyland specifically retained by Hyland to provide such modification or addition; or (5) Customer's business methods or processes.
- 8.2.2 <u>Sole and Exclusive</u>. 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 BY CONTENT INNOVATION CLOUD OR ANY COMPONENT THEREOF.
- **9. DATA EXTRACTION AND DELETION.** For thirty days following termination or expiration of the Content Innovation Cloud Product Subscription, Hyland will make Customer Data available to Customer for export or download via the functionality in Content Innovation Cloud as described in the Documentation. At the end of such thirty-day period, Hyland has no obligation to retain the Customer Data for Customer.
- **10. GENERAL TERMS APPLICABLE TO CONTENT INNOVATION CLOUD.** Customer acknowledges and agrees that, for all applicable purposes of the General Terms Schedule, the Content Innovation Cloud shall be considered Hyland Cloud Services.
- **11. COMPLIANCE WITH LAWS.** Subject to the term and termination provisions of the General Terms Schedule, Hyland agrees to comply in all material respects with all laws applicable to Hyland in its performance of services under the Agreement. Customer has an independent duty to comply with all laws applicable to it. Customer's use of Content Innovation Cloud and compliance with any terms and conditions under this Agreement does not constitute compliance with any law.
- **12. 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:

Hyland Company	Additional Terms Exhibit

Hyland Software Brasil LTDA.	Exhibit A
Hyland Software Germany GmbH	Exhibit B

13. 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. Section 6.2 of this Schedule shall be replaced in its entirety as follows:

"Customer shall pay fees to Hyland for Content Innovation Cloud in such amounts as are invoiced by Hyland; provided, that during the first year of the Initial Term, Customer shall pay fees to Hyland for Content Innovation Cloud as initially composed in accordance with the initial Order Form. Hyland will adjust the fees annually on each anniversary of the Effective Date by the last known accumulated value of IPCA at the time Hyland issues the invoice for fees. 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 fees for the first year of the Initial Term. For any subsequent years, Hyland will invoice Customer for fees prior to the beginning of such year, and such invoice shall be due and payable by Customer to Hyland in full in accordance with the General Terms Schedule. In the event Customer adds expands its use of Content Innovation Cloud and such increased use requires the payment of additional fees, Hyland will invoice Customer for such use on a prorated basis upon Hyland's acceptance of the purchase order for such additional Software. Thereafter, fees relating to such additional use shall be included in the subsequent invoices issued with respect to Content Innovation Cloud."

Exhibit B

Hyland Software Germany GmbH Additional Terms Exhibit

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

1. Section 8.2.2 of this 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.