



PLATFORM-AS-A-SERVICE SCHEDULE (PAAS)

This Platform-as-a-Service Schedule (“PaaS Schedule”) is part of the Master Agreement, Order Form or other agreement or document entered into between Customer and Hyland, which incorporates this PaaS Schedule by reference (the “Incorporating Document”). As used herein, the “Agreement” means the Incorporating Document, inclusive of this PaaS Schedule, and any other agreement within which the Incorporating Document is incorporated. The parties acknowledge and agree that this PaaS Schedule applies to the Hyland Cloud Service (as defined herein) and Software provided on a platform-as-a-service basis; the Software-as-a-Service Schedule does not apply to the Hyland Cloud Service or Software as defined herein.

DEFINED TERMS.

All capitalized terms used in this PaaS Schedule shall have the meaning ascribed them in this PaaS Schedule or, if not defined in this PaaS Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this PaaS 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 PaaS Schedule, this PaaS Schedule shall be interpreted to include all definitions, as the context requires.

“Access Protocols” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Hyland Cloud Services.

“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.

“Client Application” means an installation of Nuxeo Platform with specific configuration files that enable the performance of a task or related group of tasks.

“Consumption Fees” means the amounts payable by Customer for storage of data and information in the Hyland Cloud Service in excess of the data storage allocation set forth in the Order Form for the Hyland Cloud Service.

“Customer Data” means any and all electronic data and information submitted by Customer or Users to the Hyland Cloud Service.

“Development Sandbox” means a set of environments ordered pursuant to an Order Form during the term for the applicable Hyland Cloud Service and used for testing with non-production data.

“Hosted 3rd Party Software” means all third party software products (other than third party software products bundled by Hyland as a part of the Software) provided by Hyland as part of the Hyland Cloud Service, along with the associated documentation.

“Hyland Cloud Service” means the Physical Infrastructure and any composite software layers such as databases, operating systems, virtualization technology, and Hosted 3rd Party Software made available on a platform-as-a-service basis, whether owned by Hyland or a third party, and as set forth on the applicable Order Form. For clarity, the Hyland Cloud Service does not include the Nuxeo Platform or Alfresco Community Version.

“Instance” means the equivalent to a Java Virtual Machine (JVM) running the Nuxeo Platform. An Instance may also be referred to as a “Nuxeo Server” and may be illustrated as a “Nuxeo Server”, “Nuxeo Node” or equivalent in an architecture diagram.

“Nuxeo” means products and services branded by Hyland as Nuxeo and licensed or purchased, as applicable, under the terms of the Agreement.

“Nuxeo Marketplace” means the marketplace that makes connectors, integrations, extensions, plug-ins, packages and other optional components that provide additional configurable features for use in development and operation of Client Applications.

“Nuxeo Platform” means the platform that supports design, testing, integration, execution and maintenance of Client Applications solely as it relates to Nuxeo-branded Hyland Cloud Services as set forth on an Order Form.

“Nuxeo Studio” means the tool used to configure Client Applications on the Nuxeo Platform, and if purchased pursuant to an Order Form, includes Studio Branch Management and/or Studio Projects.

“PaaS Fees” means the amounts invoiced by Hyland and payable by Customer to Hyland for the use of the Hyland Cloud Service and Software and applicable Success Path. The initial PaaS Fees are set forth in the Order Form.

“PaaS Security Attachment” means the document available at <https://legal.hyland.com/Customer-Legal-Center#paas-security-attachment>. The PaaS Security Attachment describes Hyland's current security processes and procedures for the products and services purchased under this PaaS Schedule. These processes and procedures may be updated from time to time, but will not be materially reduced.

"PaaS Specification" means the additional terms and descriptions of the applicable Hyland Cloud Services and associated delivery terms, which may include without limitation functionality, support, performance standards, information security and similar information. The PaaS Specification with respect to Alfresco means the Alfresco Cloud Services Specification located at <https://www.alfresco.com/cloud/docs/alfresco-cloud-services-specification>, and with respect to Nuxeo, the Nuxeo Cloud Services Specification located at <https://legal.hyland.com/#nuxeo-cloud-services-specification>. After the Effective Date, and subject to Section 1.3 of this PaaS Schedule, Hyland reserves the right to modify the applicable PaaS Specification from time to time. The modifications or the revised PaaS Specification will be effective thirty (30) days after Hyland provides written notice to Customer informing Customer of Hyland's posting of such modifications or revisions on the website identified in such notice.

"Physical Infrastructure" means the physical hardware and infrastructure which Hyland uses to provide the Hyland Cloud Service (which may include servers, network devices, cabling, CPU, data centers, memory, storage, switches, firewalls, routers and other network devices) whether owned by Hyland or a third party services provider.

"Production Environment" means the environment containing final production data, hardware, and software needed to perform Customer's day-to-day operations.

"Service Limits" means the limitations set forth in an Order Form.

"Software" means Software as defined in the General Terms Schedule that is made available through the Hyland Cloud Service.

"Studio Branch Management" means an advanced feature of Nuxeo Studio that enables the Nuxeo Studio user to create, manage and delete development branches without impacting the master branch.

"Studio Project" means a workspace in Nuxeo Studio to configure one (1) Client Application.

"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.

"Testing Environment" means an environment of the Hyland Cloud Service (including Customer Data) hosted by Hyland, for use by Customer solely with production data in a non-production environment for the limited purpose of functional and performance testing of the Software and environment, Hosted 3rd Party Software and each Work Product included in the Hyland Cloud Service.

1. HYLAND CLOUD SERVICE.

1.1 General. During the term of the Agreement Hyland will: (a) make the Hyland Cloud Service and Software available to Customer pursuant to the Agreement, the PaaS Security Attachment, Documentation and the applicable PaaS Specification; and (b) only use Customer Data to provide, develop, and improve the Hyland Cloud Service and other services, to prevent or address service or technical problems, or in accordance with Customer's instructions.

1.2 Customer Data Extraction. In connection with any termination or expiration of the Agreement for any reason, Hyland will send a notice to Customer (which notice may be by email to the last known Customer contact) (the "Data Extraction Notice"), advising Customer that the Customer Data will remain accessible for a period of thirty (30) days after the date of such Data Extraction Notice, during which period Customer may extract such Customer Data. If Customer desires assistance with Customer Data extraction, Hyland may provide such services subject to the execution of a mutually agreed upon Services Proposal. Customer acknowledges and agrees that thirty (30) days after the date of such Data Extraction Notice, Hyland shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data from all of Hyland's datacenters, including all replicated copies.

1.3 Changes to Hyland Cloud Services. Customer acknowledges that the Hyland Cloud Service is made available on a platform-as-a-service basis on the standard, general deployment model offered by Hyland. Hyland reserves the right to modify the Hyland Cloud Service and its delivery. Hyland will use reasonable efforts to notify Customer in advance of any changes that would materially impact Customer's use or operation of the Hyland Cloud Service. However, Hyland agrees it will not modify the Hyland Cloud Service during the term of the Agreement in such a way as to materially reduce the functionality or performance of the applicable Hyland Cloud Service.

2. GRANT OF RIGHTS.

2.1 Hyland Cloud Service and Software Access Grant. 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 herein), limited right to access the Hyland Cloud Service and Software as provided by Hyland, and the associated Documentation, solely for use by Customer and its Users for the internal business operations of Customer. Use of the Hyland Cloud Service and Software is limited to the number of Instances, Users and/or Service Limits, as applicable, designated in the Order Form.

Customer and its Users shall only use the Hyland Cloud Service and Software in a manner consistent with the Documentation and in compliance with the AUP and this Agreement. Customer shall not make any use of the Hyland Cloud Service or Software in any manner not expressly permitted by the Agreement. Customer acknowledges that it and its Users may only access Customer Data via the Hyland Cloud Service and Software and shall not permit direct or indirect access to or use of the Hyland Cloud Service, the Software or Customer Data in a way that circumvents any usage limit. Customer further acknowledges that all components of the Hyland Cloud Service and Software made available by Hyland, including any components downloaded or installed locally on Customer's or Users' systems, are solely for use with the Hyland Cloud Service and Software and are not intended to be used on a stand-alone basis.

2.2 Nuxeo-Branded Hyland Cloud Services. If the Hyland Cloud Service(s) purchased by Customer includes

Nuxeo as indicated on the Order Form, such Nuxeo-branded Hyland Cloud Services shall be subject to the additional terms set forth in this Section.

(a) Provision of Access. Subject to the terms and conditions contained in this Agreement, on or as soon as reasonably practicable after the Effective Date of this Agreement or as set forth in the applicable Order Form for the purchase of Nuxeo Hyland Cloud Services, Hyland shall provide to Customer the necessary Access Protocols to allow Customer to access such Hyland Cloud Services, which may include the following as set forth in the Order Form:

(i) *Nuxeo Studio*. Hyland will provide Customer with access to Nuxeo Studio, which is a cloud portal application and includes Hyland's continuous maintenance of Nuxeo Studio, and Hyland's provision of technical support according to the Success Path terms. Hyland will provide access to Nuxeo Studio in accordance with the applicable PaaS Specification.

(ii) *Nuxeo Platform Incremental Maintenance Releases and Technical Support*. Notwithstanding anything to the contrary, Customer expressly acknowledges and agrees that Customer's use of the Nuxeo Platform as part of the Hyland Cloud Services is solely governed by the Apache 2.0 open source license provided with the Nuxeo Platform and this Agreement does not impact any rights and obligations with respect to such Nuxeo Platform. During the term of the Agreement and as part of the Hyland Cloud Service, Hyland will provide to Customer Nuxeo Platform maintenance releases, when and if released, and Nuxeo Platform technical support according to the Success Path provisions. Maintenance release source code may be made available to Customer upon request. Maintenance releases, including any source code and generated object code may only be used and deployed on approved Instances as part of the Hyland Cloud Services during the term of the Agreement. Maintenance releases are not subject to the Nuxeo Platform license terms until such time as they are made generally available and released as part of the Nuxeo Platform.

(b) Nuxeo Marketplace. Hyland will provide Customer with access to the Nuxeo Marketplace where Customer can access additional connectors, integrations, extensions, plug-ins, packages and other optional components. For the avoidance of doubt, some of the items available for access on the Nuxeo Marketplace may carry additional cost and terms.

2.3 Volume Use Restriction. There are certain Software products or services that Hyland makes available and which Customer may purchase for use as part of the Hyland Cloud Service that are volume-based and may: (a) no longer function if applicable volume limits have been exceeded; (b) require Customer to pay additional fees based on Customer's volume usage; or (c) include functionality which monitors or tracks Customer usage and reports that usage. Customer may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Customer will notify Hyland promptly if it has exceeded the number of Instances, Service Limits and/or authorized Users indicated in the Order Form. Hyland will invoice Customer for the applicable fees after either the execution of a new Order Form or Hyland's acceptance of Customer's purchase order for such additional volume, and Customer will pay such fees in accordance with this Agreement. Customer will maintain accurate records necessary to verify the number of Instances it uses, Users it authorizes and Service Limits used. Upon Hyland's written request, Customer will provide Hyland with such records within ten (10) business-days.

2.4 Non-Production Environments. Customer may purchase limited access to Testing Environments. Hyland agrees that the security measures described in the PaaS Security Attachment are also applied to the Testing Environment.

2.5 Assessment. Hyland shall be permitted access to assess Customer's use of the Hyland Cloud Service and

Software in order to determine Customer's compliance with the grant of use and pricing terms of the Agreement, including, where applicable, to measure Customer's volume usage. Customer shall reasonably cooperate with Hyland with respect to its performance of such assessment. If such assessment uncovers underreported volume usage in accordance with the Agreement, Hyland will give Customer written notice of the noncompliance, including the number of underreported Instances, Service Limits and/or authorized Users, and a new or adjusted invoice to account for such increased volume. Customer shall have fifteen (15) days from the date of the applicable invoice to make payment to Hyland for the underreported volume. If the assessment reveals that Customer underreported more than one of the Instances, and/or Service Limits, Customer shall pay Hyland for the reasonable costs incurred to perform the assessment.

2.6 Third Party Services and Content. The Hyland Cloud Service or Software may contain functionality which allows Customer to: (a) access, link, purchase, deploy or integrate the Hyland Cloud Service with Customer's applications or applications or services provided and licensed by third parties and (b) access third party websites and content. In the event Customer elects to utilize or deploy any such third party components, such components are provided and subject to the licensing and use terms provided by the applicable third party licensor, and Customer must procure all necessary license rights for Customer and Hyland to use and operate such components prior to their deployment. Hyland is only providing hosting services related to such third party components and has no responsibility for such applications or services, websites or content and shall have no responsibility for any disclosure, modification or deletion of Customer Data resulting from any such access or use by such applications or services. Any activities engaged in by Customer or any of its Users with such third parties using the Hyland Cloud Service is solely between Customer and such third party and Hyland has no liability, obligation or responsibility for any such activities. Hyland does not endorse any third party web sites, applications or services that may be linked or integrated through the Hyland Cloud Service or Software. Hyland is not responsible for any third party content, products or materials purchased, accessed or used by Customer or its Users using the Hyland Cloud Service or Software. Hyland reserves the right to refuse to implement any incompatible third party services and content or third party components which create a material information security or operational risk. Hyland is not responsible for any delays or inability to perform the Hyland Cloud Service or Software to the extent caused by any third party services and content.

2.7 Ownership of Customer Data. As between Hyland and Customer, Customer owns Customer Data.

2.8 Customer Input and Suggestions. Hyland shall have a royalty-free, worldwide, perpetual, transferable, sub-licensable, and irrevocable license to use or incorporate into any of Hyland's products or services, including the Hyland Cloud Services, any suggestions, enhancements, improvements, recommendations or any other feedback provided by Customer or its users, related to the operation or use of the Hyland Cloud Service.

2.9 Development Sandbox. During the term of the Agreement, Customer may purchase limited access to a Development Sandbox pursuant to an Order Form. Regardless of the deployment method of such Development Sandbox (whether on-prem or hosted by Hyland as part of the Hyland Cloud Service, as applicable), Customer acknowledges and agrees that (i) the PaaS Specification; (ii) the Success Path; and (iii) the PaaS Security Attachment shall not apply to such Development Sandbox.

2.10 Account Information; Aggregated Data; Usage Data. Hyland may collect and use Account Information, Aggregated Data, and Usage Data for its own internal business purposes including developing, training, or improving its products or services. "Account Information" means all Customer and User registration and billing data collected and used by Hyland that is required for user set-up, use and billing for the Hyland Cloud Service. "Aggregated Data" means all aggregated, anonymized and statistical data derived from the use and operation of the Hyland Cloud Service, including without limitation, the number of records in the Hyland Cloud Service, the number and types of transactions, configurations, and reports processed as part of the

Hyland Cloud Service and the performance results of the Hyland Cloud Service. "Usage Data" means information and insights generated from Customer's use of the Hyland Cloud Service and data related to Customer's configuration of the Hyland Cloud Service. For clarity, Account Information, Aggregated Data, and Usage Data is not Customer Data.

3. PRICES, INVOICES AND PAYMENT.

3.1 PaaS Fees. Customer shall pay PaaS Fees to Hyland for the Hyland Cloud Service and Software in such amounts as are invoiced by Hyland; provided, that during the Initial Term, Customer shall pay PaaS Fees to Hyland for the Hyland Cloud Service and Software as initially composed in accordance with the initial Order Form. Hyland will invoice Customer on or after the Effective Date for PaaS Fees for the first year of the Initial Term. Following expiration of the Initial Term, Hyland may increase the PaaS Fees for the Hyland Cloud Service and Software for any renewal period by up to ten percent (10%) of the previous year's PaaS Fees. For any subsequent years, Hyland will invoice Customer for PaaS 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 Software for the Hyland Cloud Service, Hyland will invoice Customer for PaaS Fees for such additional Software on a prorated basis upon either the execution of an Order Form or Hyland's acceptance of the purchase order for such additional Software. Thereafter, PaaS Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.

3.2 Consumption Fees. To the extent applicable, Hyland will invoice for any Consumption Fees, monthly in arrears, promptly upon the end of the month to which such Consumption Fees relate. Consumption Fees will be due for a month if at any time during such month the amount of Customer Data stored in the Hyland Cloud Service exceeds Customer's then-current data storage allocation.

3.3 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 Service fees may be invoiced in arrears based on the applicable volume usage. Add-On Services may be subject to additional terms.

3.4 Other Fees. If, upon mutual agreement of the parties, Hyland provides any other services or deliverables that are not covered by the fees and charges described herein, Hyland will invoice for such other fees or charges based upon Hyland's then current list prices or the pricing that the parties have mutually agreed upon in connection with such other services or deliverables.

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. SECURITY.

5.1 Information Security Program. During the term of the Agreement, Hyland shall maintain a security program which shall conform to the PaaS Security Attachment. Customer acknowledges and agrees that Hyland cannot control and is not responsible for information security outside of Hyland's reasonable control, including without limitation transmission of data across the internet, third party network communications facilities or similar network providers. Furthermore, Customer acknowledges and agrees that the Hyland Cloud Services and Software rely upon certain key third party suppliers, and their information security obligations (and those of Hyland accordingly) are limited to that third party supplier's information security program; provided, however, that Hyland will provide copies of such program terms where available, and Hyland remains responsible for configuring any such third party supplier's tools and networks in accordance with the Hyland information security policies where such configuration is under Hyland's reasonable control.

5.2 Virus and Malicious Code Detection. Hyland will have in place reasonable measures designed to detect Malicious Code and to help ensure the Hyland Cloud Service and Software will not transmit Malicious Code throughout the term of the Agreement. "Malicious Code" means viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs designed to permit unauthorized access to or intrusion upon, disabling or disruption of, erasure of or interference with the Hyland Cloud Service or Software, Customer's hardware or data.

6. CERTAIN RESPONSIBILITIES AND OBLIGATIONS OF CUSTOMER.

6.1 Customer Responsibilities. In connection with the relationship established between Customer and Hyland under the Agreement:

(a) except as otherwise expressly permitted under the terms of the Agreement, Customer will not permit or authorize any third parties (such as persons or legal entities) to use the Hyland Cloud Service or Software;

(b) Customer is responsible for all use and all access of the Hyland Cloud Service and Software through Customer and compliance with the Documentation, the applicable PaaS Specification and the Agreement, including, but not limited to, (i) setting-up log-in accounts/credentials (e.g. user names, passwords, tokens,

etc.), (ii) immediately revoking accounts/credentials when a User no longer requires access, and (iii) prohibiting the sharing of log-in accounts/credentials;

(c) Customer has sole responsibility for the accuracy, quality, content and legality of all Customer Data;

(d) Customer shall prohibit unauthorized access to, or use of, the Hyland Cloud Service and Software and shall notify Hyland promptly of any such unauthorized access or use by contacting Customer's Hyland technical support contact or another contact notified to Customer in writing (which may be via email or posted on Hyland's secure end user web site (currently www.hyland.com/community)).

(e) Customer understands and agrees: (i) it has an independent duty to comply with any and all laws applicable to it, (ii) its use of the Hyland Cloud Service and Software and compliance with any terms and conditions under the Agreement does not constitute compliance with any law, (iii) it shall make use of available Hyland Cloud Service and Software security features and controls to properly transmit, store, process and provide access to Customer Data and (iv) it shall use the tools and reporting capabilities made available in the Hyland Cloud Service and Software to monitor and confirm Customer Data processing, such as batch processing of electronic documents uploaded to the Hyland Cloud Service.

(f) Customer shall 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 Hyland Cloud Service configuration change requests, speak authoritatively on behalf of Customer's Hyland Cloud Service 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 executed the Agreement on behalf of Customer.

(g) Customer may give any of its Users the rights to act as a system administrator, through the configuration tools included in the Software for the Hyland Cloud Service. Hyland has no responsibility or obligations in connection with Customer's internal management or administration of Customer's Hyland Cloud Service.

(h) Customer will provide all reasonably necessary access, Customer contacts and other information and cooperation as necessary for Hyland to effectively provide the Hyland Cloud Service.

6.2 Customer Internet Connection. 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 the Hyland Cloud Service and Software. Hyland shall have no responsibility or liability under the Agreement for any unavailability or failure of, or nonconformity or defect in, the Hyland Cloud Service or Software that is caused by or related in any manner to any failure of Customer to obtain and maintain all such software, hardware, equipment and relationships.

7. CUSTOMER DATA WARRANTY. Customer represents and warrants to Hyland that: (a) Customer is the legal custodian of the Customer Data and has the right and authority to use the Hyland Cloud Service and Software 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 via electronic media will be free of viruses; and (c) anyone submitting Customer Data to Hyland for use in connection with the Hyland Cloud Service or Professional Services has the legal authority to do so, either through ownership of the Customer

Data or by obtaining appropriate authorizations therefor, and that submission of Customer Data does not violate any contracts, agreements, or any applicable law. Customer is responsible for all Customer Data that is submitted to Hyland for use in connection with the Hyland Cloud Service or Professional Services.

8. INFRINGEMENT INDEMNIFICATION.

8.1 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 Hyland Cloud Service or Software 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 the 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 Hyland Cloud Service or Software, or to replace the relevant portions with other equivalent, non-infringing portions. If Hyland is unable to accomplish either of the options set forth in the preceding sentence, Hyland shall terminate the Agreement upon thirty (30) days advance written notice to Customer and refund to Customer the "unused portion of prepaid PaaS Fees" as defined below paid during the then current term (or applicable twelve-month period within the Initial Term). For these purposes, the "unused portion of prepaid PaaS Fees" shall mean an amount equal to the total PaaS Fees paid by Customer for the term (or applicable twelve-month period within the Initial Term) during which termination 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 termination occurs, and the denominator of which shall be twelve (12). Notwithstanding anything to the contrary, Hyland shall have no obligation to indemnify Customer against any claims made against Customer and otherwise described in this Section that arise from: (u) failure to use updates to the Hyland Cloud Service or Software provided by Hyland; (v) any Customer Data; (w) use of the Hyland Cloud Service or Software other than as expressly permitted by the Agreement; (x) the combination of the Hyland Cloud Service, Software, or any component thereof with any product not furnished by Hyland; (y) the modification or addition of any component of the Hyland Cloud Service or Software, other than by Hyland or any of its authorized resellers specifically retained by Hyland to provide such modification or addition; or (z) the Customer's business methods or processes.

8.2 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 HYLAND CLOUD SERVICE OR SOFTWARE.

9. TRANSITION PERIOD. Except in the case of termination due to Customer's breach of the Agreement, upon Customer's request, Hyland will use good faith efforts to enter into an amendment or Services Proposal pursuant to which Customer may continue to access the Hyland Cloud Service or Software pursuant to the terms of the Agreement for a period following the expiration or termination of the Agreement (the "Transition Period"). Any such amendment or Services Proposal shall be subject to Customer's payment of mutually agreed upon fees, including PaaS Fees, Consumption Fees and any fees for Professional Services related to such Transition Period.

10. COMPLIANCE WITH LAWS. Subject to the Term and Termination provisions, Hyland agrees to comply in all material respects with all laws applicable to Hyland in its performance of services under the Agreement.

11. 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

12. 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 3.1 (PaaS Fees) of this PaaS Schedule shall be replaced in its entirety as follows:

“Customer shall pay PaaS Fees to Hyland for the Hyland Cloud Service and Software in such amounts as are invoiced by Hyland; provided, that during the first year of the Initial Term, Customer shall pay PaaS Fees to Hyland for the Hyland Cloud Service as initially composed in accordance with the initial Order Form. Hyland will adjust the PaaS 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 PaaS 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 PaaS Fees for the first year of the Initial Term. For any subsequent years, Hyland will invoice Customer for PaaS 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 Software for the Hyland Cloud Service, Hyland will invoice Customer for PaaS Fees for such additional Software on a prorated basis upon Hyland’s acceptance of the purchase order for such additional Software. Thereafter, PaaS 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. Section 8.2 of the PaaS 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.