

## Content Innovation Cloud Access Agreement

This Content Innovation Cloud Access Agreement (this “Agreement”) contains the terms and conditions that govern Customer’s (as defined below) access to and use of the Content Innovation Cloud (as defined below) and is an agreement between Hyland (as defined below) and Customer. This Agreement takes effect on the earlier of: (i) Customer’s use of the Content Innovation Cloud; (ii) Customer’s acceptance of an order for Content Innovation Cloud; or (iii) Customer’s execution of an order or other document from which this Agreement is linked (the “Effective Date”), and Customer is bound to its terms by any of the foregoing actions.

As used herein, “Hyland” means, in any case where Customer is located in the United States or Canada, Hyland Software, Inc., 28105 Clemens Road, Westlake, Ohio 44145 USA, and in any case where Customer is located elsewhere, Hyland UK Operations Limited, Ground Floor, The Place, Bridge Avenue, Maidenhead SL6 1AF, UK.

### DEFINED TERMS

**“AI Models”** means the AI models or other AI features used or available for use in the Content Innovation Cloud, as identified on the applicable AI Service Card.

**“AUP”** means Hyland’s Acceptable Use Policy, currently located at <https://legal.hyland.com/Customer-Legal-Center#acceptable-use-policy-attachment>. The defined term “Hyland Cloud Service” in the AUP shall include Content Innovation Cloud.

**“Account and Usage Data”** means (i) billing data and registration information that is required for set-up, use and billing for the Content Innovation Cloud; and (ii) statistical data, insights, functional, performance and configuration data, and other information generated from use of the Content Innovation Cloud.

**“Customer”** means the entity on behalf of which this Agreement is accepted, and which has purchased a subscription to the Content Innovation Cloud from a Hyland-authorized partner.

**“Customer Data”** means all electronic data or information submitted by Customer or a User to Content Innovation Cloud. For the avoidance of doubt, Customer Data includes Input and Output, but excludes Account and Usage Data and Customer feedback or suggestions.

**“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 and Content Innovation Cloud Guide.

**“Content Innovation Cloud Guide”** means the then-current additional commitments, obligations, and or restrictions related to Content Innovation Cloud or a specific Content Innovation Cloud product, which is made available by Hyland at <https://legal.hyland.com/hyland-experience-guide> (or at such other location

provided by Hyland).

**“Documentation”** means the specifications, as published and periodically updated by Hyland, that describe the functionality of Content Innovation Cloud.

**“Third-Party AI”** means AI Models provided by unaffiliated third-parties.

**“Third-Party AUPs”** means the third-party usage policies that apply to the use of Third-Party AI.

## **1. CONTENT INNOVATION CLOUD.**

(a) Provision of Content Innovation Cloud. During the term of a Content Innovation Cloud subscription and subject to Customer's compliance with the terms of the Agreement (including without limitation, the payment of fees under Section 1(d)), Hyland grants to Customer a revocable, non-exclusive, non-assignable, limited right to use the applicable Content Innovation Cloud as provided by Hyland, in accordance with the Documentation and Content Innovation Cloud Guide, solely for use by Customer for the internal business operations of Customer; and (2) subject to the contractor requirements set forth herein below, by a third-party contractor retained by Customer as a provider of services to Customer (“Contractor”), but only by the Contractor for Customer's internal business operations as a service provider to Customer.

(b) Content Innovation Cloud Guide. The Content Innovation Cloud Guide applies to Customer's use of, and Hyland's provision of, the Content Innovation Cloud. The Content Innovation Cloud Guide is fully incorporated as if restated herein. 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 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. If Customer purchases subsequent Content Innovation Cloud Product subscriptions, the then-current Content Innovation Cloud Guide will apply to such purchases.

(c) Credits. Unless and until Hyland notifies Customer in writing to the contrary, all credits stated in the Content Innovation Cloud Guide will be issued by the Hyland-authorized partner that Customer purchased the license to the Content Innovation Cloud from and based on the amounts that Customer has paid such partner for the license to the Content Innovation Cloud.

(d) Fees. Unless and until Hyland notifies Customer in writing to the contrary, all fees and charges with respect to the Content Innovation Cloud shall be mutually agreed upon by Customer and the Hyland-authorized partner from which Customer has purchased the subscription to the Content Innovation Cloud. Such partner will invoice Customer for all such fees and charges and Customer will make payments pursuant to terms between Customer and the partner. The 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.

(e) Customer Responsibilities. Customer will: (i) only use Content Innovation Cloud in accordance with this

Agreement (including without limitation the AUP, Third Party AUPs, and the Content Innovation Cloud Guide), the Documentation, , the AUP, and applicable laws and government regulations; (ii) be responsible for all use and all access through Customer and its Users of Content Innovation Cloud and compliance with the Agreement, including, but not limited to, (x) setting-up accounts (e.g., user names, passwords, tokens, etc.), (y) immediately revoking accounts when a User no longer requires access, and (z) prohibiting the sharing of log-in credentials; (iii) use reasonable efforts to prevent unauthorized access to or use of Content Innovation Cloud; (iv) notify Hyland promptly of any unauthorized access or use of Content Innovation Cloud of which it becomes aware; (v) 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 its Users' use of Customer Data with Content Innovation Cloud; (vi) use available Content Innovation Cloud security features and controls to properly transmit, store, process and provide access to Customer Data; and (vii) use the tools and reporting capabilities made available in Content Innovation Cloud to monitor and confirm Customer Data processing (e.g., electronic documents uploads).

(f) Prohibited Acts. Customer agrees not to: (1) remove copyright, trademark or other proprietary rights notices that appear on or during the use of the Content Innovation Cloud or Documentation (as defined in this Agreement); (2) sell, transfer, rent, make available, lease or sub-license the Content Innovation Cloud or Documentation to any third party; (3) alter or modify the Content Innovation Cloud or Documentation or prepare derivative works therefrom; (4) directly or indirectly access or use Content Innovation Cloud or Customer Data in a way that circumvents any usage limits; (5) 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; (6) disclose to any third party any benchmark or performance tests of Content Innovation Cloud; (7) 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; (8) decipher, reverse engineer, disassemble, decompile or otherwise attempt to derive or gain improper access source code, software or from any components, models, algorithms or systems of or used to provide Content Innovation Cloud in whole or in part; (9) engage in any of the adversarial attacks set forth in the NIST AI 100-2 E2025 publication available at <https://csrc.nist.gov/pubs/ai/100/2/e2025/final>; (10) 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 otherwise; (11) except as described in the Documentation, utilize the Content Innovation Cloud (including any AI models or derivatives thereof), Documentation or Output to train, improve or have trained or improved an AI model (e.g., engage in "model scraping" or "model distillation"); and (12) use the Content Innovation Cloud in a manner that violates the AUP, any Third-Party AUP, or the Content Innovation Cloud Guide or in a manner that is not consistent with the intended use, known limitations, or other restrictions as may be described in an AI Service Card.

(g) Trial Services. As used here, "Trial Services" means any Hyland-provided Content Innovation Cloud, service or functionality that is made available by Hyland to Customer for testing and feedback purposes. This includes, but is not limited to, products and services designated as "alpha," "beta," "trial," "non-GA," "developer preview," "evaluation," or by a similar designation. If Customer registers or accepts an invitation for Trial Services, including through Hyland's websites, enters into an Order Form for the same, or if Hyland accepts a Customer-issued purchase order for the same, then Hyland will make such Trial Services available to Customer on a trial basis, until the earlier of (a) the end of the trial period for which Customer registered to use the applicable Trial Services, or (b) the end date specified in the applicable Order Form. Hyland may, in its sole discretion, extend or discontinue the availability of Trial Services at any time. Trial Services may contain bugs, errors, or features that Hyland may never release generally. Trial Services features and performance are Hyland's Confidential Information. Trial Services may be subject to additional terms as provided by Hyland at the time Customer registers or accepts the invitation for Trial Services. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT: (y) HYLAND DISCLAIMS LIABILITY FOR THE TRIAL SERVICES; AND (z) TRIAL SERVICES 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 EXCEPT AS STATED IN THIS SECTION.

(h) Assignment. Except as otherwise set forth in this Agreement, neither party may assign, transfer or sublicense all or part of this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by a party of the Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of such party's assets that assumes in writing all of such party's obligations and duties under this Agreement. Notwithstanding anything to the contrary, Hyland may assign this Agreement to any Hyland affiliate without the consent of the other party upon written notice to the other party. Any assignment made without compliance with the section shall be null and void and of no force or effect. The parties agree that Hyland may assign or subcontract all or part of its obligations contemplated by this Agreement to a Hyland affiliate.

(i) 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.

(j) Contractor Use Restriction. 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.

(k) No High-Risk Use. The Content Innovation Cloud is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. Such Content Innovation Cloud is not designed or intended for use in any situation where failure or fault of any kind of the Content Innovation Cloud could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High-Risk Use"). The Content Innovation Cloud is not licensed by Hyland to use in, or in conjunction with, High-Risk Use. High-Risk Use is STRICTLY PROHIBITED. High-Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High-Risk Use does not include utilization of the Content Innovation Cloud for administrative purposes, as an information resource for medical professionals, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control but must not be directly or indirectly responsible for the control function. Customer agrees to indemnify and hold harmless Hyland from any third-party claim arising out of Customer's or its Contractors' use of the Content Innovation Cloud in connection with any High-Risk Use. 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.

(l) Audit. Hyland shall be permitted to audit Customer's use of Content Innovation Cloud to determine Customer's compliance with the Agreement, including, where applicable, to measure Customer's usage.

(m) Third-Party Sites. Content Innovation Cloud may contain functionality which allows Customer to: (1), utilize, link or integrate Content Innovation Cloud with services from third parties; and/or (2) access third-party websites, services and content of Customer's choosing. Hyland has no responsibility or liability for such third-party services or failures. Hyland is not responsible for any data provided by such third-parties or by Customer to such third parties via Content Innovation Cloud. Hyland reserves the right to suspend or restrict integration with any third-party service if it poses a security, performance, or other risk to the Content Innovation Cloud or Hyland's customers generally. Hyland does not endorse any third-party websites and

content that may be linked through Content Innovation Cloud.

(n) Suspension. Hyland may, without limiting its other rights and remedies, suspend or cease the provision of the Content Innovation Cloud if it becomes aware: (1) of any use or export of the Content Innovation Cloud not permitted by this Agreement; or (2) of a violation of Customer's obligations under Section 1(f) or the AUP. Hyland will use reasonable efforts to notify Customer prior to any suspension, unless prohibited by applicable law or court order and resume the provision of the Content Innovation Cloud promptly after the issue causing the suspension has been resolved. Customer will remain responsible for all fees incurred before and during any suspension.

**2. OWNERSHIP.** Hyland and its suppliers own the Content Innovation Cloud, and Documentation, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks, and proprietary and confidential information rights in or associated with the foregoing. The Content Innovation Cloud and Documentation are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer agrees to take all reasonable steps to protect all Content Innovation Cloud and Documentation from unauthorized copying or use. Customer agrees that nothing in the Agreement or associated documents gives it any right, title or interest in the Content Innovation Cloud and Documentation, except for the limited express rights granted in this Agreement. THE AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. At no time shall Customer file or obtain any lien or security interest in or on any components of the Content Innovation Cloud or Documentation.

### **3. CUSTOMER DATA.**

(a) Customer Data. 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 process Customer Data as set forth in this Agreement.

(b) Scope of Processing. Hyland may process Customer Data solely: (1) to provide the Content Innovation Cloud; (2) to maintain and improve the Content Innovation Cloud for Customer; (3) to prevent or address technical issues; (4) as otherwise initiated by a User via functionality provided within Content Innovation Cloud; (5) as necessary to enforce the AUP and any applicable Third-Party AUPs or as required by law; or (6) as otherwise agreed in writing by the parties.

(c) Account and Usage Data. Hyland may process Account and Usage Data for its own business purposes including developing, training, or improving its products or services.

(d) Customer Feedback and Suggestions. If Customer provides Hyland with feedback or suggestions regarding its products or services, Hyland may use the feedback or suggestions without restriction or obligation.

### **4. AI.**

(a) AI Service Cards. Hyland provides additional information about the AI Models used in the Content Innovation Cloud, including the intended use cases and known limitations, via AI Service Cards, , currently

made available on Hyland's Trust Center (<https://security.hyland.com/?product=hyland-cloud>).

(b) Third-Party AI. Customer understands that: (1) Content Innovation Cloud provides highly configurable tools to allow Customer to define and configure use cases; (2) AI is a rapidly developing technology, and the AI Models used by Content Innovation Cloud will change accordingly; (3) Third-Party AI is governed by third-party license terms and Third-Party AUPs; and (4) Customer is responsible for complying with additional license terms and Third-Party AUPs (collectively, "Additional AI Terms"). Hyland provides such Additional AI Terms in the Content Innovation Cloud Guide. 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. 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.

(c) AI Updates. Hyland may update the AI Service Cards and the Content Innovation Cloud Guide as it relates to the Additional AI Terms at any time. Customer can subscribe to receive updates on such changes on Hyland's secure end user web site (currently, <https://connect.hyland.com/>). Notwithstanding anything to the contrary in Section 1(b), such updates will be effective immediately. Customer may, within 30 days after receipt of Hyland's notice, notify Hyland that it objects to such updates and immediately (without prejudice to accrued fees or other rights under the Agreement) terminate the Content Innovation Cloud subscription affected by such updates.

(d) Ownership of Outputs. Content Innovation Cloud may generate output for Customer ("Output") in response to Customer's interaction, request, or other input ("Input"). As between Customer and Hyland, to the extent permitted by applicable law and subject to Section 1(f): (a) Customer owns and is solely responsible for all Input that Customer provides; and (b) Hyland assigns to Customer any right, title and interest in and to the Output generated by Customer's Input that Hyland may otherwise own.

(e) AI Training. Unless permitted by Customer, which may be granted via the administrative user settings of Content Innovation Cloud, Hyland will not use, or permit Third-Party AI to use, Customer Data to train AI models, except for models specific to Customer.

(f) Agents. Content Innovation Cloud may include features that users can direct to take certain actions on behalf of Customer ("Agents"). Customer is solely responsible for its use of Agents, including determining whether any actions Agents may take are appropriate for that use.

(g) AI Disclaimer. Given the probabilistic nature of AI, Output may be inaccurate, incorrect, offensive or otherwise undesirable. Customer is solely responsible to evaluate the content, nature, accuracy and reliability of any Output as appropriate for the applicable use case and before making any decisions or taking any actions based on such Output. Output (1) may not be unique or exclusive to Customer and its users, (2) may be the same or similar to another customer's output; and (3) does not represent Hyland's or its suppliers' views. MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THE OUTPUT. 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. THE ACCURACY, QUALITY AND COMPLIANCE WITH APPLICABLE LAW OF THE OUTPUT IS DEPENDENT UPON AND COMMENSURATE WITH THAT OF THE INPUT PROVIDED, AND NOTWITHSTANDING ANYTHING ELSE SET OUT HEREIN, HYLAND WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGES RELATING TO OR ARISING FROM CUSTOMER DATA (INCLUDING INPUT OR OUTPUT) OR ITS USE.



## 5. LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES.

(a) Content Innovation Cloud Warranty. Hyland warrants that, when used as authorized under this Agreement and in accordance with the Documentation, Content Innovation Cloud will perform substantially in accordance with the Documentation. This warranty does not apply to: (a) the extent the issue or non-conformity is caused by Customer's unauthorized use or modification of the Content Innovation Cloud, (b) Third Party AI, (iii) problems within or impacting Customer's computing environment, including any Customer third party software applications, hardware, network or internet connectivity, or (iv) the extent the Content Innovation Cloud is used in combination with equipment or software other than that which is provided by Hyland or is consistent with the Documentation.

(b) Warranty Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities for which Customer has provided written notification to Hyland, shall be to either (a) correct the non-conformity, which may include the delivery of a reasonable workaround; or (b) if Hyland determines that correcting the non-conformity is not practicable, then terminate the Agreement with respect to the non-conforming component, in which event, upon compliance by Customer with its termination obligations under the Agreement, Hyland will instruct the Hyland-authorized Partner to issue a refund to Customer of the unused fees prepaid by Customer and attributable to the non-conforming component or services.

(c) Customer Data Warranty. Customer warrants to Hyland that: (a) Customer will use reasonable efforts to ensure that any Customer Data submitted to Hyland will be free of viruses; and (b) anyone submitting Customer Data for use in connection with Content Innovation Cloud has the necessary rights to do so and such submission will not infringe, misappropriate, or violate a third party's intellectual property rights, rights of publicity or privacy, or result in the violation of 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.

(d) Disclaimer. EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN THIS AGREEMENT, Hyland and ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE CONTENT INNOVATION CLOUD. HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT THE CONTENT INNOVATION CLOUD PROVIDED WILL SATISFY REQUIREMENTS OR IS WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE CONTENT INNOVATION CLOUD PROVIDED WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, HYLAND AND ITS SUPPLIERS DO NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

(e) Selection. CUSTOMER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE CONTENT INNOVATION CLOUD SERVICE TO ACHIEVE ITS BUSINESS OBJECTIVES.

(f) As Is. HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY CONTENT INNOVATION CLOUD PRODUCTS OR SERVICES USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH CONTENT INNOVATION CLOUD PRODUCTS OR SERVICES "AS IS."

(g) No Additional Warranty. No oral or written information given by Hyland, its agents, or employees shall

create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

## **6. LIMITATIONS OF LIABILITY.**

(a) HYLAND'S (INCLUDING ITS AFFILIATES AND SUPPLIERS) TOTAL, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS PROVIDED UNDER IT, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER (LESS ANY REFUNDS OR CREDITS) FOR USE OF THE PRODUCTS GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. WITH RESPECT TO ANY PRODUCTS PROVIDED TO CUSTOMER FREE OF CHARGE (SUCH AS EVALUATION CONTENT INNOVATION CLOUD), NEITHER HYLAND NOR ANY OF ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR DIRECT DAMAGES.

(b) NEITHER PARTY NOR ANY OF ITS AFFILIATES (AND IN THE CASE OF HYLAND, ITS SUPPLIERS) SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, GOODWILL, SAVINGS OR PROFITS (EXCLUDING FEES DUE UNDER THIS AGREEMENT), LOSS OR CORRUPTION OF DATA OR PROGRAMS, COSTS OF REPLACEMENT OR THE REMEDY OF COVER, OR BUSINESS INTERRUPTION DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, EXPENSES OR COSTS.

(c) IF CUSTOMER USES THE CONTENT INNOVATION CLOUD IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT THE CONTENT INNOVATION CLOUD DOES NOT OFFER MEDICAL INTERPRETATIONS OF DATA, DIAGNOSE PATIENTS, OR RECOMMEND THERAPY OR TREATMENT; THE CONTENT INNOVATION CLOUD IS AN INFORMATION RESOURCE AND IS NOT A SUBSTITUTE FOR THE SKILL, JUDGMENT AND KNOWLEDGE OF CUSTOMER'S USERS OF THE CONTENT INNOVATION CLOUD IN THE PROVISION OF HEALTHCARE SERVICES. IN ADDITION TO THE LIMITATIONS OF LIABILITY PROVIDED HEREIN, HYLAND SHALL NOT HAVE ANY LIABILITY FOR ANY ASPECT OF HEALTHCARE SERVICES PROVIDED BY CUSTOMER IN CONJUNCTION WITH ITS USE OF THE CONTENT INNOVATION CLOUD.

**7. INDEMNIFICATION.** Hyland will (a) defend Customer from and against any third party claim to the extent alleging that the Content Innovation Cloud when used by Customer as authorized by this Agreement, infringes any intellectual property right of a third party ("Infringement Claim"), and (b) indemnify and hold harmless Customer against any damages, fines or costs finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed settlement by Hyland resulting from an Infringement Claim, 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 the pre-paid, unused fees for the terminated portion of the Content Innovation Cloud subscription. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend, indemnify, or hold Customer harmless against any Infringement Claim to the extent it arises 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. 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.

**8. SUPPORT.** Unless and until Hyland provides written notice to Customer to the contrary, Customer shall purchase support for the Content Innovation Cloud from the Hyland-authorized partner from which Customer purchased the subscription to the Content Innovation Cloud. Such support will be subject to the terms of an agreement between Customer and the partner. Hyland is not obligated to provide to Customer any support.

## **9. CONFIDENTIALITY.**

(a) "Confidential Information" shall be such information disclosed hereunder that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without reference to the other party's information.

(b) Each party agrees that, with respect to the Confidential Information of the other party, or its affiliates, such party as a recipient shall use the same degree of care to protect the other party's Confidential Information that such party uses to protect its own confidential information, but in any event not less than reasonable care, and not use or disclose to any third party any such Confidential Information, except as may be required by law or court order or as provided under this Agreement. Each party shall be liable and responsible for any breach of this Section committed by any of such party's affiliates, employees, agents, consultants, contractors or representatives.

**10. FORCE MAJEURE.** No failure, delay or default in performance of any obligation of a party to this Agreement shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon the foregoing shall give to the other party prompt written notice when the causes arises and ends. If any performance date by a party is postponed pursuant to this Section for longer than ninety (90) calendar days, the other party, may terminate this Agreement with thirty (30) days' written notice to the other party.

## **11. TERM; TERMINATION; DATA EXTRACTION.**

(a) This Agreement will terminate upon the expiration of the term of all subscriptions to the Content Innovation Cloud for which Customer has paid applicable license fees, unless terminated as described in this Section. Either party may terminate the Agreement effective immediately upon written notice to the other party, if the other party (i) terminates or suspends its business without a successor or becomes the subject of

a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or (ii) has committed a breach of a material provision of the Agreement and has failed to cure the breach within thirty (30) days after the receipt of written notice of the breach given by the non-breaching party. In the event Customer terminates under (ii) above, Hyland shall direct the Hyland authorized partner from whom Customer purchased its subscription to the Content Innovation Cloud to refund to Customer any prepaid, unused fees related to the terminated portion of the Content Innovation Cloud subscription.

(b) If, in the reasonable opinion of Customer or Hyland, the compliance by either party with the terms of the Agreement will be in violation of any law or regulation implemented or modified after the Effective Date, Customer or Hyland, as the case may be, may terminate the applicable subscription upon thirty (30) days written notice to the other party.

(c) Upon termination of this Agreement for any reason, and subject to the access provided under Section 9(d), Customer shall immediately discontinue any and all use of the Content Innovation Cloud and Documentation. The obligations of Customer under the preceding sentence and all disclaimers of warranties, confidentiality obligations, and limitations of liability set forth in this Agreement shall survive any termination.

(d) For thirty (30) days following termination or expiration of this Agreement, 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 Customer Data for Customer.

**12. SEVERABILITY.** If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

**13. NOTICE.** Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective when made in writing and sent to each party, by either: (A) reputable overnight courier, specifying next day delivery to the address specified in the Order Form or last known business address of such party; or (B) email to the address specified in the Order Form or such other email address provided by such party for such purpose, without receipt of a notice of failed delivery. In cases where the Hyland contracting party is not Hyland Software, Inc., all notices shall also be sent with copy to:

Hyland Software, Inc.  
28105 Clemens Road  
Westlake, OH 44145  
Attn: General Counsel  
[hylandcontracts@hyland.com](mailto:hylandcontracts@hyland.com)

**14. GOVERNING LAW; JURISDICTION.** This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of: (a) in the case "Hyland" is Hyland UK Operations Limited, England and Wales, and (b) in the case "Hyland" is Hyland Software, Inc., the State of Ohio, USA (and in no case the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the courts of general jurisdiction

located in: (1) in the case “Hyland” is Hyland UK Operations Limited, London, England, and (2) in the case “Hyland” is Hyland Software, Inc., Cuyahoga County, Ohio.

**15. ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement among the parties with respect to Hyland’s provision of, and Customer’s use of, the Content Innovation Cloud. No provision of this Agreement will be deemed waived, amended or modified by any of the parties, unless such waiver, amendment or modification is made in writing and signed by authorized representatives of all the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. This Agreement supersedes all previous agreements between or among any of the parties relating to the subject matter hereof. The parties specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any purchase order or other electronic, written or oral communication are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

**16. WAIVER.** No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

**17. INJUNCTIVE RELIEF.** The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to Confidential Information and intellectual property rights may not be adequate for the aggrieved party’s protection and, accordingly, the aggrieved party shall have the right to seek, in addition to any other relief and remedies available to it, specific performance and/or injunctive relief to enforce the provisions of this Agreement.

**18. INDEPENDENT CONTRACTOR** The parties hereto are independent contractors under this Agreement and nothing in this Agreement (or any Schedule hereto) authorizes a party to act as a legal representative or agent of the other party for any purpose or to commit the other party to any obligations with a third party, including, but not limited to, any obligations related to such other party’s employees. It is expressly understood that this Agreement does not establish a franchise relationship, partnership, principal-agent relationship or joint venture.

**19. U.S. GOVERNMENT END USERS.** To the extent applicable to Customer, the terms and conditions of the Agreement shall pertain to the U.S. Government’s use and/or disclosure of the Content Innovation Cloud and shall supersede any conflicting contractual terms or conditions. By accepting the terms of the Agreement and/or accessing the Content Innovation Cloud, the U.S. Government hereby agrees that the Content Innovation Cloud may be, qualify as “commercial” computer Content Innovation Cloud within the meaning of ALL U.S. federal acquisition regulation(s) applicable to this procurement and that the Content Innovation Cloud is developed exclusively at private expense. If this license fails to meet the U.S. Government’s needs or is inconsistent in any respect with Federal law, the U.S. Government agrees to return this Content Innovation Cloud to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Content Innovation Cloud, or Documentation, as the case may be, by the U.S. Government is subject solely to the terms of the Agreement, as stated in DFARS 227.7202, and the terms of the Agreement shall supersede any conflicting contractual term or conditions.

**20. EXPORT.** Content Innovation Cloud is subject to all applicable laws, regulations and other limitations on the export or re-export of commodities, technical data and software. Customer hereto agrees to comply fully with all relevant export control laws, regulations, and limitations to assure that Content Innovation Cloud is not exported, re-exported, used, transferred, accessed, or disclosed in violation of any limitations imposed by the United States, member states of the European Union, or any other relevant jurisdictions or authority.

Customer must not (and must not allow anyone else to) export, re-export, use, transfer, access, or disclose the Content Innovation Cloud: (a) to (or to a national or resident of) any United States embargoed jurisdiction, (b) to anyone on any United States or applicable non-United States restricted- or denied-party list, (c) to any party that Customer has reason to know it will be used in violation of United States export law or limitation, or for any restricted end use, such as any sensitive nuclear, chemical or biological weapons, or missile technology unless authorized by the U.S. Government by regulation or specific license. In addition, if the Customer is located in a European Union Member State, United Kingdom, Norway or Switzerland, Content Innovation Cloud may also be subject to Council Regulation (EC) No 428/2009 and/or equivalent laws relating to dual-use items. As such, those items must not be transmitted outside of the E.U., United Kingdom, Norway or Switzerland without a license or authorization being issued by the export control authority of the relevant Member State or the applicable authorities in Norway, Switzerland or the United Kingdom. The Customer shall not use Content Innovation Cloud provided under this Agreement to create technology or software that is controlled under any relevant export control laws and regulations.

**21. THIRD PARTIES.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement or that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 99 or similar laws; provided, however, that third party suppliers of Content Innovation Cloud products bundled with the Content Innovation Cloud are third party beneficiaries to this Agreement as it applies to their respective Content Innovation Cloud products or services.

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.