



HYLAND

TERMS AND CONDITIONS FOR PURCHASES OF SERVICES OR GOODS

1. Scope and Acceptance. These Terms and Conditions for Purchases of Services or Goods ("Terms and Conditions") are a complete and binding agreement between Hyland Software, Inc., or one of its affiliates as identified as the purchaser ("Hyland") and the supplier from which Hyland is making this purchase ("Supplier"). These Terms and Conditions cover Hyland's purchase of: (a) software licenses, tangible goods, or any deliverables in the nature of intellectual property or work products developed specifically for Hyland by Supplier or any subcontractor of Supplier in the performance of services to Hyland ("Goods"); or (b) services ("Services") reflected in an Order (as defined below). These Terms and Conditions are effective upon the first to occur of: (i) Supplier's commencement of fulfillment of an Order; (ii) Supplier's acceptance of an Order; or (iii) in accordance with the terms of another applicable agreement described in Section 2 below. An "Order" means a Hyland purchase order, a credit card transaction, or other order of Goods or Services from Hyland to Supplier that references these Terms and Conditions.

2. Relationship to Other Agreements. If Hyland and Supplier have both signed a written agreement on or before the date an Order is made by Hyland, which relates specifically to the Goods or Services covered by these Terms and Conditions and which is effective at the date the Order is placed, then the Order incorporates the provisions of that agreement. If any conflict exists or arises between the terms of the Order and the terms of that agreement, then the terms of that agreement will apply. If Hyland and Supplier are parties to more than one agreement described in the preceding sentence and the terms of those agreements have similar or contradictory terms, then the most favorable terms to Hyland will apply, except to the extent the result would be unconscionable or prohibited by law. No other, additional or different terms will supersede these Terms and Conditions.

3. Prices; Shipping Charges; Taxes; Payment Terms.

(a) All prices for Goods or Services covered by the Order are the prices included on the face of the Order. If the Order does not include pricing, then the prices under the Order will be the lowest between (a) the price mutually agreed in advance between Hyland and Supplier, or (b) Supplier's lowest prevailing market price for each covered Good or Service.

(b) Prices are exclusive of shipping and handling charges and all other expenses incurred by Supplier or its subcontractors in providing Goods or Services and performing under the Order. Unless otherwise stated on the Order, Supplier is responsible for all such shipping and handling charges and other expenses.

(c) Prices are exclusive of foreign, federal, state and local taxes or assessments. Hyland is not responsible for any taxes and assessments that Supplier is obligated to pay, including without limitation gross receipts or net

income taxes, franchise taxes or property taxes. Hyland will pay to Supplier any sales, use or value added taxes Hyland owes in connection with the Order and which Supplier is legally required to collect from Hyland.

(d) Terms of payment are net 60 days after Hyland's receipt and acceptance of the Goods or Services and a correct and undisputed invoice. Payment does not constitute acceptance of the Goods or Services.

4. Invoices. Each invoice must contain the purchase order number, if applicable, description of Goods or Services, quantities, unit prices, extended totals, shipping information, taxes and any other information reasonably required by Hyland to verify accuracy and process payment. Supplier will send all invoices electronically to payableinvoices@hyland.com. Supplier is responsible for any costs or expenses incurred by Supplier associated with researching, reporting on or correcting any invoice errors. Hyland may dispute any invoice by providing oral or written notice or partial payment. Neither the failure to provide notice nor payment or partial payment is a waiver by Hyland of any claim or right of Hyland.

5. Deliveries; Risk of Loss; Packaging; Returns.

(a) All deliveries of Goods will be made: (1) F.O.B. to the Hyland location designated for delivery if the Goods originate in the same jurisdiction as that location; or (2) DDP (Incoterms 2010) to the Hyland location designated for delivery for cross border deliveries to that location. Supplier will not charge Hyland for packaging or pre-shipping costs such as crating, handling, damage, drayage or storage. Hyland will pay only for the quantity received, not to exceed the maximum quantity ordered. In the event Hyland receives and pays for more than the maximum quantity ordered, Hyland reserves the right to return for full credit any quantities in excess of the maximum quantity ordered.

(b) Supplier bears all risk of loss, damage or destruction of Goods occurring prior to final acceptance by Hyland of the Goods at the Hyland location designated for delivery, except to the extent caused by the gross negligence of Hyland employees after receipt and prior to acceptance of the Goods.

(c) Supplier shall pack and package all shipping containers to ensure safe arrival at final destination, secure the lowest shipping charges, comply with requirements of common carriers and meet all legal requirements. Supplier shall include an itemized packing list in each container.

(d) Supplier is responsible for all costs and expenses of returns, including shipping charges, for over-shipped quantities or for rejected items.

6. Inspection and Acceptance.

(a) All Goods and Services are subject to Hyland's inspection and testing prior to final acceptance. No inspection or testing done prior to final acceptance relieves Supplier from responsibility for any defects, non-conformities or other failures to meet the requirements of the Order.

(b) If an item does not conform to the requirements, then Hyland may reject it and require its correction or replacement within a specified period of time, accept it with an adjustment in price or return it to Supplier for full credit.

(c) All Goods and Services are subject to final acceptance by Hyland after receipt at the Hyland location designated for delivery, within a reasonable time after delivery or performance.

7. Title to Goods. Supplier will convey to Hyland good and merchantable title to all Goods (other than software or other intellectual property that is licensed), which will pass from Supplier to Hyland upon final acceptance.

8. Intellectual Property.

(a) Each party will own and retain all right, title and interest in and to any pre-existing intellectual property and any intellectual property developed outside of the Goods and Services subject to the Order ("Excluded IP").

(b) All Goods that are deliverables that are created or developed by Supplier, working either alone or in conjunction with others, in the performance of Services shall be considered to be "works made for hire" under the U.S. copyright laws (17 U.S.C. §101) or applicable local laws and shall be owned exclusively by Hyland, including all media, hardware and other tangible materials created or delivered during the course of delivering Services.

Alternatively, if such deliverables (i) are not deemed to be "works made for hire" under any applicable law, or include materials subject to copyright, patent, trade secret or other proprietary rights protection, or (ii) contain original works of authorship for remuneration for Goods and Services (collectively "Works"), Supplier hereby irrevocably assigns to Hyland on a perpetual, worldwide basis (without the necessity to make any separate statements in this respect), and if such assignment in advance shall not be deemed to be effective, shall irrevocably assign to Hyland on a perpetual, worldwide basis, all ownership rights and other right, title and interest Supplier or any of its personnel may have in any such deliverables and related items. This includes the right to exercise derivative copyright and the exclusive right to permit the exercise of derivative copyright on works derived from Works, within the scope of use and disposition without any territorial restrictions, for the statutory term of copyrights, in every form of exploitation known by the day of their assignment including every form of exploitation (if applicable, as stated in Article 50 and Article 74.4. of Polish Act of Copyrights and Related Rights (unified text Journal of Laws of 2018, unit 1191), including inter alia the following forms of exploitation: (a) when original work of authorship is a computer program (including source code): (i) permanent or temporary reproduction of a computer program by any means and in any form, in part or in whole; (ii) translation, adaptation, arrangement and alteration of a computer program in any other way, (iii) distribution of the original computer program or copies thereof to the public, including use or rental; (b) when original work of authorship is not a computer program: (i) with regard to fixing and reproducing a work – producing copies of a work using a specific technique, including printing, reprographic, magnetic recording and digital techniques; (ii) with regard to circulating the original or copies on which the work is fixed – putting into circulation, lending or renting the original or copies; (iii) with regard to distributing the work in a manner different from that set forth in point (ii) – public performance, exhibition, screening, retransmission and broadcasting and rebroadcasting, as well as making the work available to the public in a manner allowing anyone to access it in a place and at a time selected by that person.

In addition, the parties agree that Hyland shall own on an exclusive basis all right, title and interest in and to any intellectual property developed, discovered, conceived or introduced by Supplier and represented by or embodied in any of the deliverables or related items described in this paragraph (b), including, but not limited to, all patents, patent applications, copyrights and other intellectual property rights relating to or associated therewith, and Supplier hereby irrevocably assigns to Hyland on a perpetual, worldwide basis, and if such assignment in advance shall not be deemed to be effective, shall irrevocably assign to Hyland on a perpetual,

worldwide basis, all ownership rights and other right, title and interest Supplier or any of its personnel may have in any such intellectual property.

The Supplier declares that it has obtained from individual authors of the Works, commitments that they will not exercise author's moral rights towards Hyland, its legal successors, contractors of Hyland and other entities cooperating with Hyland all personal rights to the Works and their constituent elements. Simultaneously, based on the agreements concluded with the authors of the Works, the Supplier authorizes Hyland or any person entitled to the Works to perform personal copyrights to the Works.

(c) If Supplier uses any Supplier's Excluded IP or third party intellectual property in any Goods or Services, Supplier will retain all right, title and interest to such Excluded IP or third party intellectual property. Supplier grants to Hyland a non-exclusive, irrevocable, perpetual, fully paid-up, royalty-free worldwide license under all current and future intellectual property to use Supplier's Excluded IP and third party intellectual property consistent with Hyland's ownership of rights, title and interests under this Section 8.

(d) Supplier may access or obtain Hyland documents, data, know-how, methodologies, functional specifications, software, hardware, processes, techniques and other materials provided by Hyland to perform Services. Hyland shall own and retain all right, title and interest in and to such materials, including all intellectual property therein. Supplier will take reasonable precautions to protect Hyland's materials against loss, damage, theft or disappearance.

(e) For any Goods that include software or intellectual property not created in connection with the performance of Services and not subject to a separate license, including installed applications, Supplier grants to Hyland a non-exclusive, irrevocable, perpetual, fully paid-up, royalty-free worldwide license to use such software or intellectual property in connection with Hyland's use of any such Goods.

9. Representations and Warranties. Supplier represents and warrants that:

(a) All Goods that are tangible goods are free from defects in design, materials and workmanship and will perform to the manufacturer's published specifications in effect on the date of the Order. All Goods that are or include software or deliverables shall be in conformity in all material respects to the documentation and specifications of such software or deliverables.

(b) All Services shall be performed in a good and workmanlike manner, substantially in accordance with industry standards and in conformity with all applicable requirements, including but not limited, the requirements of the Order.

(c) All Goods and Services shall be free from any liability for royalties and any mechanic's liens, other statutory liens, security interests or encumbrances.

(d) No Goods or Services are governed, in whole or in part, by any software license that requires as a condition of use, modification or distribution that the software or other software combined or distributed with it be (1) disclosed or distributed in source code form; (b) licensed to make derivative works; or (c) redistributable at no charge.

(e) No Goods or Services will contain any viruses or other malicious code that will degrade or infect any Goods, Services, other products, other services or Hyland's information systems.

(f) Supplier will comply with all applicable foreign, federal, state and local laws, rules and regulations and with Hyland's Third Party Partner Code of Conduct located at:

<https://www.hyland.com/en/resources/downloads/third-party-partner-code-conduct>.

Supplier also assigns and passes through to Hyland all third party manufacturers' and licensors' warranties and indemnities for any portion of any Goods or Services.

10. Data Protection. To the extent Supplier creates, accesses, receives or otherwise processes any Personal Data (as defined in the DPA) in the course of performing its obligations under the Order, then Supplier will comply with the terms of the Global Data Processing Addendum (the "DPA"), located at <https://legal.hyland.com/Vendor-Legal-Center#vendor-globaldpa>, which is fully incorporated as if restated herein. Supplier agrees that the obligations set forth in the DPA are in addition to the obligations otherwise set forth in these Terms and Conditions.

11. Confidential Information.

(a) "Confidential Information" means information that (1) is marked "Proprietary" or "Confidential," (2) is known by the recipient to be confidential, or (3) is of such a nature as customarily would be confidential between business parties. Confidential Information shall not include information that: (A) is or becomes generally known to the public without breach of these Terms and Conditions 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 breach of its obligations under this Section 11.

(b) Supplier, as a recipient of any Confidential Information of Hyland, agrees that it shall at all times maintain the confidentiality of such Confidential Information using the same degree of care that Supplier uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of these Terms and Conditions) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Supplier shall be liable and responsible for any breach of this Section 11 committed by any of Supplier's employees, agents, consultants, subcontractors or representatives.

12. Indemnification. Supplier shall indemnify, defend and hold harmless Hyland and its directors, officers, employees and agents (collectively, the "Indemnatee(s)") against any and all losses, liabilities, monetary penalties, damages and reasonable court costs (including reasonable legal fees, reasonable witnesses' fees, and reasonable investigation expenses) arising out of or related to:

(a) any and all third party claims against any Indemnatee based upon any infringement or alleged infringement or misappropriation or alleged misappropriation by any Goods or Services of any patent, trademark, copyright, trade secret, or other intellectual property right of a third party. Indemnatee shall give Supplier: (1) written notice within a reasonable time after Indemnatee is served with legal process in an action asserting such claims, provided that the failure or delay to notify Supplier shall not relieve Supplier from any liability that it may have to Indemnatee hereunder so long as the failure or delay shall not have prejudiced the defense of such claim; (2) reasonable assistance in the defense or settlement of the claim; and (3) sole authority to defend or settle such claim, provided, that such settlement involves only the payment of money damages by Supplier. Supplier

agrees that Hyland may participate, at its expense, in the defense of any claim subject to indemnification hereunder; or

(b) any and all claims, inquiries or investigations incurred by an Indemnitee resulting from (1) any use or disclosure of Personal Data or Personal Information not permitted by these Terms and Conditions, (2) any Personal Data Breach (as defined in the DPA) involving any Personal Data or Personal Information in the possession, custody or control of Supplier or its subcontractors or agents; or

(c) any breach of confidentiality obligations under Section 11; or

(d) any failure to comply with applicable laws, rules or regulations by Supplier or its agents, employees or subcontractors.

13. Insurance. Supplier will maintain and keep in force, at its own expense, the following insurance coverages:

(a) Commercial general liability insurance with policy limits of not less than US\$2,000,000.00 (or local currency equivalent) per occurrence, including automobile liability, for personal injury or property damage; and

(b) Employer's liability insurance with policy limits of not less than US\$500,000.00 (or local currency equivalent) per occurrence; and

(c) Worker's compensation and occupational disease insurance meeting statutory limits; and

(d) If Services are included in the Order, professional liability/errors and omissions liability insurance with policy limits of not less than US\$2,000,000.00 (or local currency equivalent) per claim, and cyber liability insurance with policy limits not less than US\$2,000,000.00 (or local currency equivalent) per occurrence, combined single limit.

Upon request by Hyland, Supplier will provide proof of the required insurance coverages.

14. Audit Rights. Upon Hyland's notice to Supplier, and at no additional charge to Hyland, Supplier will permit Hyland and its auditors to access, at reasonable times, any facility at which Supplier is providing Goods or Services and to all systems, data and records relating to such Goods or Services for purposes of auditing Supplier's performance of its obligations under the Order, including to verify compliance with applicable laws and protection and integrity of Hyland's data. Supplier shall identify an individual point of contact to support the audit and promptly respond to all reasonable requests for information from Hyland, including completing periodic compliance-related questionnaires and providing supporting documentation and other data.

15. AI Functionality. Except with respect to AI Technologies expressly identified and approved in writing via an agreement signed by both parties, Supplier will not employ or make use of AI Technologies in providing Goods or Services under the Order, including without limitation for the development and/or creation of any deliverable.

“AI Technologies” means software and/or hardware that can learn to solve complex problems, make decisions, make predictions, generate content or undertake tasks that require human-like sensing, perception, cognition, planning, learning, communication, or physical action.

To the extent that an AI Technologies are used by Supplier and approved in writing via an agreement signed both parties (a “Supplier AI Product”), Supplier:

- Supplier shall maintain and adhere to industry standard policies and procedures relating to the ethical or responsible use of AI Technologies, including policies, protocols and procedures for (a) developing and implementing AI Technologies in a way that promotes transparency, accountability and human interpretability; (b) identifying and mitigating bias in training data or in the algorithmic model used in Supplier AI Products, including implicit racial, gender, or ideological bias; (c) management oversight and approval of the development or implementation of AI Technologies; and (d) minimizing the occurrence and/or prevalence of AI hallucinations;
- Supplier shall provide Hyland with appropriate documentation explaining: (1) basic information about the AI Technology, such as the people or organization developing the applicable model, model date, version, and type, as well as architecture details, and training algorithms or parameters; (2) how the AI Technology uses Hyland data and/or aggregated anonymous data; and (3) other appropriate information to provide Hyland with sufficient information to analyze the risk associated with such AI Technology (e.g., model cards or other available documentation);
- Supplier shall not use (and Hyland does not consent or instruct Supplier to so use) Hyland data (including without limitation any prompts) to: (i) train or fine-tune the AI Technology other than with respect to Hyland’s specifically licensed instance or copy of the Supplier AI Product for the benefit of Hyland only; (ii) improve Supplier’s AI Technology generally, or (iii) conduct product research or development;
- The Supplier AI Product shall provide a method for users to review the content generated by the AI Technology prior to use;
- No personally identifiable information shall be provided in a readable or unmasked form to the AI Technology;
- As between Hyland and Supplier, Hyland owns all right, title, and interest, including intellectual property rights, in and to the output generated by the Supplier AI Product.

Supplier’s indemnification obligation(s) to Hyland under Section 12 shall include any third party claim brought against Hyland or any of its affiliates that alleges that the AI Technology infringes any third party intellectual property rights, including in connection with the data used to train the AI Technology or the content generated by the AI Technology.

16. Record Keeping Requirements. Supplier will maintain (and provide access to Hyland upon reasonable request) relevant business, technical and accounting records to support Supplier’s invoices and to demonstrate compliance with Supplier’s performance of its security-related obligations under these Terms and Conditions, for a period of time as required by applicable law, but not for less than three (3) years following completion or termination of the object of the Order.

17. Governing Law; Jurisdiction. These Terms and Conditions and any claim, action, suit, proceeding or dispute arising out of these Terms and Conditions shall in all respects be governed by and interpreted in accordance with the substantive laws at the registered seat of the purchasing Hyland entity, without regard to the conflicts of laws provisions thereof (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended). Venue and jurisdiction for any action, suit or proceeding arising out of these Terms and Conditions shall vest exclusively in the federal or state courts of general jurisdiction located at the registered seat of the purchasing Hyland entity.

18. No Waiver. No delay or failure to exercise any right or remedy by Hyland shall be deemed a waiver of such right or remedy or any other right or remedy.

19. Binding Effect; No Assignment. These Terms and Conditions shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Supplier may not assign these Terms and Conditions and/or Order or its rights or obligations under these Terms and Conditions and/or Order, in whole or in part, to any other person or entity without the prior written consent of Hyland. Any assignment by Supplier made without compliance with the preceding sentence shall be null and void and of no force or effect. Hyland may assign these Terms and Conditions and/or Order.

20. Severability. In the event any provision of these Terms and Conditions is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of these Terms and Conditions.

21. Subcontracting. Supplier will not subcontract to any third party to furnish any of the Goods or Services without Hyland's prior written consent. Supplier shall remain responsible to Hyland for the furnishing of any subcontracted Goods or Services.

22. Independent Contractor. The parties acknowledge that they are independent contractors, that they will each be responsible for their respective obligations as employers for those individuals who are their employees, and that they are not in any manner agents, co-owners, partners or joint venturers of each other under the Order.

23. Termination. Hyland may terminate these Terms and Conditions and/or Order with or without cause, effective upon written notice. If Hyland terminates for convenience, and not as the result of any breach or non-performance by Supplier, Hyland will remain obligated to pay for Goods it has accepted before the effective date of termination; and, to the extent Hyland retains the benefit after termination, for Services performed before the effective date of termination.

24. Force Majeure. No failure, delay or default in performance of any obligation of a party pursuant to the Order 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 (including, but not limited to: action or inaction of governmental, civil or military authority, such as shelter-in-place, quarantine or similar orders; diseases or pandemic/epidemic illness or outbreak; action of unrelated third parties due to a force majeure event which frustrates the purpose of the Order (such as cancellation of a third party contract by the third party due to a force majeure event, and such third party contract was otherwise necessary to realize the benefit of the Order); fire; flood; war; riot; theft; earthquake; natural disaster or acts of God; national or regional emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. In the event the failure to perform, delay or default remains uncured for a period of thirty (30) consecutive days following written notice, either party may thereafter terminate the Order without liability upon written notice. This section shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes.

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.