

Content Innovation Cloud Schedule

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

DEFINED TERMS.

All capitalized terms used in this Schedule shall have the meaning ascribed to them in this Schedule or, if not defined in this Schedule, elsewhere in the Agreement.

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

"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.

"Content Innovation Cloud Product Subscription" means a subscription to any Content Innovation Cloud service purchased by Customer.

"Customer Data" means all electronic data or information submitted by Customer or a User to Content Innovation Cloud. For clarity, Customer Data includes Input and Output, but excludes Account and Usage Data and Customer's 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, Content Innovation Cloud Guide, and corresponding Order Form.

"Content Innovation Cloud Guide" means the then-current additional commitments, obligations, and 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).

"Effective Date" means the date that the Incorporating Document is signed by the last party that signs such Incorporating Document.

"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 Cards.

"Prohibited Act" means (i) any use or export of the Content Innovation Cloud not permitted by this Agreement; (ii) a violation of Customer's obligations under Section 5.4; or (iii) a violation of the AUP.

"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 the Success Path Services, as posted by Hyland from time to time on a website designated by Hyland, currently <https://legal.hyland.com/#success-paths-manual>.

"Success Path Services" means the services, as described in the Success Path Manual, applicable to the Success Path purchased by Customer.

"Trial Services" means any Hyland-provided software, 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.

"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.

"Users" means: (i) employees or contractors of Customer and its Authorized Affiliate(s) that are authorized to access and use the Content Innovation Cloud in accordance with the terms and conditions of the Agreement; and (ii) any additional users to which Customer is authorized to provide access to the Content Innovation Cloud as expressly agreed in writing between the parties.

1. CONTENT INNOVATION CLOUD.

1.1 Provision of Content Innovation Cloud.

1.1.1 *License Grant.* During the term of a Content Innovation Cloud Product Subscription and subject to Customer's compliance with the terms of the Agreement, Hyland grants to Customer and its Users a revocable, non-exclusive, non-assignable, limited right to use the applicable Content Innovation Cloud service as provided by Hyland, in accordance with the Documentation and Content Innovation Cloud Guide, solely for use by Customer and its Users for the internal business operations of Customer.

1.1.2 *Authorized Affiliates.* Affiliates of Customer will have rights to use the Content Innovation Cloud purchased pursuant to an Order Form to the extent such Affiliate(s) are identified on such Order Form (an "Authorized Affiliate"). The Customer shall be responsible for any breaches of the Agreement by any such Authorized Affiliate as if such Authorized Affiliate was the Customer.

1.2 Content Innovation Cloud Guide.

1.2.1 *In General.* Notwithstanding anything to the contrary in the Agreement or any other agreement between the parties, Hyland will provide Content Innovation Cloud pursuant to this Schedule and the Content Innovation Cloud Guide. Any obligations related to service levels, support, or security, are set forth in this Schedule and the Content Innovation Cloud Guide and no other such obligations in the Agreement (or any other agreement) will apply to Content Innovation Cloud. The Content Innovation Cloud Guide is fully incorporated as if restated herein.

1.2.2 *Updates.* Hyland reserves the right to update the Content Innovation Cloud Guide at its discretion. Such updates will effective upon the next renewal of Customer's Content Innovation Cloud Product Subscription. Hyland shall post a notification of such updates on Hyland's secure end user web site (currently <https://connect.hyland.com/>), to which Customer can subscribe to for updates. Customer's continued access or use of Content Innovation Cloud constitutes Customer's acceptance of such updates. If Customer purchases subsequent Content Innovation Cloud Product Subscriptions, the then-current Content Innovation Cloud Guide will apply to such purchases.

1.3 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](https://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.

1.4 Term of this Content Innovation Cloud Schedule and the Content Innovation Cloud Product Subscription.

1.4.1 *Term.* This Content Innovation Cloud Schedule shall have a term commencing on the Effective Date, and will continue until all Content Innovation Cloud Product Subscriptions have expired or been terminated. The term of a Content Innovation Cloud Product Subscription shall be the Initial Term as set forth in the applicable Order Form, and unless otherwise stated in the Order Form, such term shall automatically renew for additional periods of the same length as the Initial Terms unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the then-current term. In the event Customer purchases add-on licenses or services to a Content Innovation Cloud Product Subscription via an Order Form or purchase order, the term of such add-on licenses or service shall run coterminous with the existing applicable Content Innovation Cloud Product Subscription, unless otherwise stated via an Order Form. Notwithstanding anything to the contrary, A Content Innovation Cloud Product Subscription may only be terminated or non-renewed as described in this Section 1.4.

1.4.2 *Termination.* Either party may terminate a Content Innovation Cloud Product Subscription immediately upon written notice to the other party, if the other party 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 this provision, Hyland shall refund Customer any prepaid fees for the Content Innovation Cloud Product Subscription that were to be provided after the effective date of termination.

1.4.3 *Termination for Legal Compliance.* 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 Content Innovation Cloud Product Subscription upon thirty (30) days written notice to the other party.

1.4.4 Suspension of Content Innovation Cloud. Hyland may, without limiting its other rights and remedies, suspend or cease the provision of the Content Innovation Cloud in the case of: (i) a Prohibited Act; or (ii) Customer's failure to make any payment when due (other than with respect to payments which Customer is disputing reasonably and in good faith and is cooperating diligently to resolve) ("Suspension"). Hyland will: (i) notify Customer prior to any Suspension, unless its impractical to do so, and (ii) 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.

1.5 Third-Party Services and Content. Content Innovation Cloud may contain functionality which allows Customer to: (i) utilize, link or integrate Content Innovation Cloud with services from third parties of Customer's choosing; and/or (ii) access third-party websites, services or 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 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.

1.6 Trial Services. If Customer registers or accepts an invitation for Trial Services, including through Hyland's websites, or enters into an Order Form for the same, 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.

2. SUCCESS PATHS; PROFESSIONAL SERVICES.

2.1 Success Path. During the term of a Product Subscription, Hyland will provide Customer with the Success Paths Services for such Product Subscription pursuant to the applicable Success Path.

2.2 Success Path Manual. The initial Success Path purchased by Customer is set forth in the initial Order Form. Hyland may modify the Success Path Manual from time to time, provided that any modifications will not be effective until the next renewal of Customer's applicable Content Innovation Cloud Product Subscription. To the extent Success Path upgrades or downgrades are available related to the Product Subscription purchased by Customer, Customer may upgrade the Success Path at any time but any downgrade will not be effective until the beginning of the next renewal of the applicable Product Subscription.

2.3 Professional Services. Unless the Agreement already contains terms governing 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 Professional Services Terms) provided by Hyland for Customer.

3. CUSTOMER DATA.

3.1 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.

3.2 Scope of Processing. Hyland may process Customer Data solely: (a) to provide Content Innovation Cloud and related services to Customer, (b) to maintain and improve Content Innovation Cloud and Success Path Services for Customer; (c) to prevent or address Customer's technical issues; (d) as otherwise initiated by a User via functionality provided within Content Innovation Cloud; (e) as necessary to enforce the AUP and any applicable Third Party AUPs or as required by law; or (f) as otherwise agreed in writing by the parties.

3.3 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.

3.4 Customer Feedback. 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.

4.1 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](#).

4.2 Third Party. Customer understands that: (i) Content Innovation Cloud provides highly configurable tools to allow Customer to define and configure use cases; (ii) AI is a rapidly developing technology, and the AI Models used by Content Innovation Cloud will change accordingly; (iii) Third-Party AI is governed by third-party license terms and Third-Party AUPs, and (iv) 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 with respect to such Third-Party AI. Hyland shall have no obligation to defend or indemnify Customer for claims arising from Customer's use of any Third-Party AI.

4.3 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 of such changes on Hyland's secure end user web site (currently, <https://connect.hyland.com/>). Notwithstanding anything to the contrary in Section 1.2.2, 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 Product Subscription affected by such updates.

4.4 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 5.4.1: (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.

4.5 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 parties to use Customer Data to train AI models, except for models specific to Customer.

4.6 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.

4.7 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 before making any decisions or taking any actions based on such Output. Output (i) may not be unique or exclusive to Customer and its Users, (ii) may be the same or similar to another customer's output; and (iii) does not represent Hyland's or its suppliers' views. HYLAND 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. CERTAIN RESPONSIBILITIES AND OBLIGATIONS OF CUSTOMER.

5.1 Customer Responsibilities. In connection with the relationship established between Customer and Hyland under the Agreement, Customer will:

(a) 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;

(b) be responsible for all use and access through Customer and its Users of Content Innovation Cloud and compliance with the Agreement, including, but not limited to, (i) setting-up accounts (e.g., user names, passwords, tokens, etc.), (ii) immediately revoking accounts when a User no longer requires access, and (iii) prohibiting the sharing of log-in credentials;

(c) use reasonable efforts to prevent unauthorized access to or use of Content Innovation Cloud;

(d) notify Hyland promptly of any unauthorized access or use of Content Innovation Cloud of which it becomes aware;

(e) as between Hyland and Customer, be responsible for the accuracy, quality and legality of Customer Data, how Customer or User acquired Customer Data, and Customer's and its Users' use of Customer Data with Content Innovation Cloud;

(f) use available Content Innovation Cloud security features and controls to properly transmit, store, process and provide access to Customer Data;

(g) use the tools and reporting capabilities made available in Content Innovation Cloud to monitor and confirm Customer Data processing (e.g., electronic documents uploads); and

(h) designate its Customer Security Administrator. "Customer Security Administrators" (also referred to as "CSA" or "CSAs") are individuals designated by Customer who are authorized to submit configuration change requests, speak authoritatively on behalf of Customer regarding Content Innovation Cloud and shall receive and provide, as applicable, all notifications related to maintenance, security, service failures and the like. If Customer fails to designate the initial CSA, Hyland may at its option, designate the initial CSA as the individual who signed the Agreement on behalf of Customer.

5.2 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 Content Innovation Cloud.

5.3 Internal Administration by Customer. Customer may give any of its Users the ability, through the configuration tools included in Content Innovation Cloud, to act as a system administrator. Customer is solely responsible for its internal management and administration of Customer's instance of Content Innovation Cloud.

5.4 Restrictions.

5.4.1 *Generally*. Customer will not:

(a) make Content Innovation Cloud available for use by anyone other than its Users;

(b) directly or indirectly access or use Content Innovation Cloud or Customer Data in a way that circumvents any usage limits;

(c) use or permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of Content Innovation Cloud without advance written approval from Hyland;

(d) disclose to any third party any benchmark or performance tests of Content Innovation Cloud;

(e) use functionality included in Content Innovation Cloud to, directly or indirectly, develop or improve a similar or competing product or service other than as may be described in the Documentation.

(f) remove any notices, including copyright, trademark or other proprietary rights notices that appear in Content Innovation Cloud or during the use of Content Innovation Cloud;

(g) sell, transfer, rent, lease or sub-license the right to use Content Innovation Cloud or any components thereof to any third party;

(h) alter or modify, or create derivative works from, Content Innovation Cloud or any components thereof;

(i) 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, or engage in any of the adversarial attacks set forth in the NIST AI 100-2 E2025 publication available at Adversarial Machine Learning: A Taxonomy and Terminology of Attacks and Mitigations; or

(j) 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

(k) use the Content Innovation Cloud 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 or that violates the AUP or any Third Party AUPs.

5.4.2 *No High-Risk Use.* Customer agrees that Customer and its Users shall not make any use of Content Innovation Cloud in any situation where failure or fault of any kind of Content Innovation Cloud could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). High Risk Use is STRICTLY PROHIBITED. Content Innovation Cloud is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. 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 use of Content Innovation Cloud for administrative purposes, to store configuration data, engineering 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 Hyland harmless from any third-party claim arising out of Customer's or its Users' use of the Software and/or Hyland Cloud Services 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.

5.4.3 *Components.* All components of Content Innovation Cloud including any components that are downloaded or installed locally on Customer's systems, are solely for use with Content Innovation Cloud and may not be used on a stand-alone basis.

5.5 Tier-Based Licensing. 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 Customer's usage and report that usage. Customer shall not circumvent or attempt to circumvent this restriction by any means.

5.6 Assessment. 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.

6. PRICES, INVOICES, AND PAYMENT.

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

6.2 Renewal Fees. Content Innovation Cloud Fees may increase by 10% annually over the fees in effect during the immediately preceding year, unless otherwise agreed in writing by the parties.

7. WARRANTIES.

7.1 Content Innovation Cloud Warranty. Hyland warrants that, when used as authorized under this Schedule, Content Innovation Cloud will perform substantially in accordance with the applicable specifications, as published and periodically updated by Hyland, that describe the functionality of Content Innovation Cloud. 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, (c) problems within or impacting Customer's computing environment, including any Customer third party software applications, hardware, network or internet connectivity, or (d) 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.

7.2 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 provide a refund to Customer of the unused fees prepaid by Customer and attributable to the non-conforming component or services.

7.3 Disclaimer. Except as expressly provided in this Section, the Content Innovation Cloud is provided "AS IS." Hyland makes no other warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title or non-infringement. Hyland does not warrant that Customer's use of the Content Innovation Cloud will be uninterrupted or error-free.

7.4 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, Success Path Services, or Professional Services (if any) 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, Success Path Services, or Professional Services (if any).

8. INFRINGEMENT INDEMNIFICATION.

8.1 Infringement 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 Product 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.

8.2 Sole and Exclusive Remedy. THIS SECTION STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BY CONTENT INNOVATION CLOUD OR ANY COMPONENT THEREOF.

9. LIMITATION OF LIABILITY.

9.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT OR ANY OTHER CONTRACT BETWEEN THE PARTIES, THE LIMITATIONS OF LIABILITY STATED IN THIS SECTION SHALL APPLY WITH RESPECT CLAIMS ARISING OUT OF OR RELATED TO THE CONTENT INNOVATION CLOUD; AND, WITH RESPECT TO THE CONTENT INNOVATION CLOUD, THESE LIMITATIONS SHALL SUPERSEDE AND REPLACE ANY LIMITATIONS OF LIABILITY THAT MAY BE SET FORTH ELSEWHERE IN THE AGREEMENT.

9.2 EXCEPT WITH RESPECT TO: (1) HYLAND'S INDEMNIFICATION OBLIGATIONS FOR INTELLECTUAL PROPERTY INFRINGEMENT; (2) CUSTOMER'S PAYMENT OBLIGATIONS; (3) ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S OR ITS USERS PROHIBITED ACTS, OR EITHER PARTY'S WILFULL MISCONDUCT OR FRAUD; OR (4) THE EXTENT THESE LIMITATIONS ARE PROHIBITED BY LAW, IN NO EVENT SHALL EITHER PARTY'S (INCLUDING ITS AFFILIATES AND SUPPLIERS) TOTAL, AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTENT INNOVATION CLOUD, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID OR REQUIRED TO BE PAID TO HYLAND BY CUSTOMER (LESS ANY REFUNDS OR CREDITS) FOR THE CONTENT INNOVATION CLOUD PRODUCTS THAT GAVE RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY (THE "CIC CAP"); PROVIDED THAT FOR LIABILITY ARISING OUT OF OR RELATED TO A BREACH OF EITHER PARTY'S CONFIDENTIALITY, SECURITY, OR PRIVACY OBLIGATIONS, THE BREACHING PARTY'S LIABILITY WILL BE INCREASED TO TWO (2) TIMES THE GENERAL CAP (THE "CIC SUPERCAP").

EXCEPT WITH RESPECT TO: (1) CLAIMS, LOSSES OR DAMAGES ARISING OUT OF EITHER PARTY'S WILFUL MISCONDUCT OR FRAUD; OR (2) AMOUNTS PAYABLE TO THIRD PARTIES UNDER EITHER PARTY'S INDEMNIFICATION OBLIGATIONS; OR (3) THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY LAW, 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.

9.3 Subject to the CIC SUPERCAP, if unauthorized disclosure of or access to Customer's personal data is caused by Hyland's breach of its confidentiality, security, or privacy obligations, Hyland shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) providing notification to applicable government and relevant industry self-regulatory agencies, to the media and to individuals whose personal data may have been accessed or acquired, where required by law; and (b) providing credit monitoring service (where such service addresses the harm caused by the unauthorized access or disclosure) to individuals who elect to receive such credit monitoring service and whose personal data may have been accessed or acquired, for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition.

9.4 CUSTOMER ACKNOWLEDGES THAT THE CONTENT INNOVATION CLOUD IS NOT AN APPROVED MEDICAL DEVICE AND IS NOT INTENDED TO OFFER MEDICAL INTERPRETATIONS OF DATA, DIAGNOSE PATIENTS, OR RECOMMEND THERAPY OR TREATMENT. CONTENT INNOVATION CLOUD IS AN INFORMATION RESOURCE AND 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.

10. DATA EXTRACTION AND DELETION. For thirty days following termination or expiration of the Content Innovation Cloud Product Subscription, Hyland will make Customer Data available to Customer for export or download via the functionality in Content Innovation Cloud as described in the Documentation. At the end of such thirty-day period, Hyland has no obligation to retain the Customer Data for Customer.

11. COMPLIANCE WITH LAWS.

11.1 Generally. Hyland agrees to comply in all material respects with all laws applicable to Hyland in its performance of services under the Agreement. Customer has an independent duty to comply with all laws applicable to it. Customer's use of Content Innovation Cloud and compliance with any terms and conditions under this Agreement does not constitute compliance with any law.

11.2 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 Software, Hyland Cloud Services, Add-On Services, Work Products or Documentation: (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.

12. CONFLICT OF TERMS. If there is a conflict between the terms of this Content Innovation Cloud Schedule and the Incorporating Document or any other agreement between the parties, this Content Innovation Cloud Schedule shall control with respect to the subject matter of this Content Innovation Cloud Schedule.

13. 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

14. CONTROLLING LANGUAGE. Hyland may make other versions of this Schedule available in other languages at this online location. This English language version of this Schedule controls over any version of this Schedule made available at this online location in another language if the Incorporating Document is in English. If the Incorporating Document is in a language other than English (such language, the “Other Language”), but this Schedule is not made available at this online location in the Other Language, this English language version controls over any other version of this Schedule that may be made available at this online location in another language.

Exhibit A
Hyland Software Brasil Ltda. Additional Terms Exhibit

If Hyland is Hyland Software Brasil Ltda. this Exhibit A shall apply:

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

"Customer shall pay Content Innovation Cloud fees to Hyland in such amounts as are invoiced by Hyland; provided, that during the first year of the Initial Term, Customer shall pay Content Innovation Cloud fees to Hyland as initially composed in accordance with the initial Order Form. Hyland will adjust the Content Innovation Cloud 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 Content Innovation Cloud 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 Content Innovation Cloud fees for the first year of the Initial Term. For any subsequent years, Hyland will invoice Customer for Content Innovation Cloud

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 expands its use of Content Innovation Cloud and such increased use requires the payment of additional Content Innovation Cloud fees, Hyland will invoice Customer for such expanded use on a prorated basis upon Hyland's acceptance of the purchase order for such expansion of the Content Innovation Cloud. Thereafter, Content Innovation Cloud fees relating to such expanded use shall be included in the subsequent invoices issued with respect to Content Innovation Cloud."

Exhibit B

Hyland Software Germany GmbH Additional Terms Exhibit

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

1. **Section 1.4.1** of this Schedule shall be replaced with the following provision:

"1.4.1 *Term*. This Content Innovation Cloud Schedule shall have a term commencing on the Effective Date, and will continue until all Content Innovation Cloud Product Subscriptions have expired or been terminated. The term of a Content Innovation Cloud Product Subscription shall be the Initial Term as set forth in the applicable Order Form, and unless otherwise stated in the Order Form, such term shall automatically renew for additional periods of one (1) year, unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the then-current term. In the event Customer purchases add-on licenses or services to a Content Innovation Cloud Product Subscription via an Order Form or purchase order, the term of such add-on licenses or service shall run coterminous with the existing applicable Content Innovation Cloud Product Subscription, unless otherwise stated via an Order Form. Notwithstanding anything to the contrary, a Content Innovation Cloud Product Subscription may only be terminated or non-renewed as described in this Section 1.4."

2. **Section 5.4.1(i)** of this Schedule shall be replaced with the following provision:

"(i) decipher, reverse engineer ("unless this is expressly permitted by law because it is essential to obtain this information in order to achieve the interoperability of an independently created computer program with other programs (§ 69e German Copyright Act; "UrhG") or for the decompilation or reproduction of the software in accordance with the provisions of § 69d German Copyright Act, "UrhG"), disassemble, decompile or otherwise attempt to derive or gain improper access to source code, software or from any components, models, algorithms or systems of or used to provide Content Innovation Cloud, in whole or in part, or engage in any of the adversarial attacks set forth in the NIST AI 100-2 E2025 publication available at [Adversarial Machine Learning: A Taxonomy and Terminology of Attacks and Mitigations](#);

3. **Sections 7.2** of this Schedule is supplemented with the following additional provision:

"The Customer's statutory claims for damages arising from a breach of the above warranties shall remain unaffected, subject to the express provisions of this Agreement. There shall be no warranty for minor impairments of the suitability. There shall be no strict liability under Section 536a (1) of the German Civil Code (BGB) for defects that already existed at the time the Agreement was concluded."

4. **Section 7.3** of this Schedule is replaced with the following provision:

"7.3 Disclaimer. Except as expressly provided in this Section, the Content Innovation Cloud is provided "AS IS." Hyland makes no other warranties, whether express, implied or otherwise, including warranties of merchantability, fitness for a particular purpose, title or non-infringement. Hyland does not warrant that Customer's use of the Content Innovation Cloud will be uninterrupted or error-free."

5. **Section 8.2** of this Schedule shall not apply.

6. **Sections 9.2, 9.3, and 9.4** of this Schedule shall be replaced with the following provisions:

"9.2 HYLAND'S LIABILITY IS UNLIMITED IN CASES OF INTENT AND GROSS NEGLIGENCE. IN CASES OF SLIGHT NEGLIGENCE, HYLAND IS ONLY LIABLE: (A) FOR DAMAGES RESULTING FROM INJURY TO LIFE, BODY, OR HEALTH, (B) FOR DAMAGES RESULTING FROM THE BREACH OF A MATERIAL CONTRACTUAL OBLIGATION (I.E. A DUTY WHOSE FULFILLMENT IS ESSENTIAL FOR THE PROPER EXECUTION OF THE CONTRACT AND ON WHOSE FULFILLMENT THE CUSTOMER REGULARLY RELIES) ; IN THE EVENT OF A BREACH OF A MATERIAL CONTRACTUAL OBLIGATION, HYLAND'S LIABILITY SHALL BE LIMITED TO COMPENSATION FOR THE TYPICAL FORESEEABLE DAMAGE.

THE ABOVE LIMITATIONS OF LIABILITY DO NOT APPLY IF HYLAND HAS FRAUDULENTLY CONCEALED A DEFECT OR HAS ASSUMED A GUARANTEE FOR THE QUALITY OF THE SOFTWARE. THE SAME APPLIES TO CLAIMS UNDER THE PRODUCT LIABILITY ACT.

ANY FURTHER LIABILITY ON THE PART OF HYLAND IS EXCLUDED.

9.3 CUSTOMER ACKNOWLEDGES THAT THE CONTENT INNOVATION CLOUD IS NOT AN APPROVED MEDICAL DEVICE AND IS NOT INTENDED TO OFFER MEDICAL INTERPRETATIONS OF DATA, DIAGNOSE PATIENTS, OR RECOMMEND THERAPY OR TREATMENT. CONTENT INNOVATION CLOUD IS AN INFORMATION RESOURCE AND 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."

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.