



## **SOFTWARE-AS-A-SERVICE SCHEDULE**

This Software-As-A-Service Schedule (this “SaaS Schedule”) is part of the Master Agreement, Order Form or other agreement or document entered into between Customer and Hyland, which incorporates this SaaS Schedule by reference (the “Incorporating Document”). As used herein, the “Agreement” means the Incorporating Document, inclusive of this SaaS Schedule, and any other agreement within which the Incorporating Document is incorporated.

### **DEFINED TERMS:**

All capitalized terms used in this Schedule shall have the meaning ascribed them in this Schedule or, if not defined in this Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this Schedule or the General Terms Schedule, they shall have the meaning ascribed to them elsewhere in this Agreement. In the event the same defined term is defined in two (2) or more Schedules, the term shall be given the meaning defined in each Schedule with respect to that Schedule, and, if the term is also used within this Schedule, this Schedule shall be interpreted to include all definitions, as the context requires.

“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 Hyland Cloud Service.

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

“Customer Data” means any and all electronic data and information submitted by Customer or Users to the Hyland Cloud Service. For clarity, Customer Data does not include Account and Usage Data or Customer’s feedback or suggestions.

“Development Sandbox Environment” means a separate instance of the Hyland Cloud Service, for use by Customer solely in a non-production environment in accordance with the Documentation for the limited purpose of functional testing of the Software and environment, Hosted 3rd Party Software and each Work Product included in the Hyland Cloud Service, provided that in all cases, such instance shall be licensed for use by up to twenty-five (25) concurrent users, and shall be capable of storing up to one hundred (100) gigabytes of data.

"Host Web Site" means the web site hosted by Hyland as part of the Hyland Cloud Service on a web server included in the Hyland Cloud Platform used to access the Hyland Cloud Service, through which the Customer will access the Software and Customer Data stored using the Software.

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

"Hyland Cloud Platform" means the Physical Infrastructure and any composite software layers such as databases, operating systems, virtualization technology, Hosted 3rd Party Software, and Host Web Site, responsible for providing the Hyland Cloud Service, whether owned by Hyland or a third party.

"Hyland Cloud Service" means Hyland's provision of Software and the Hyland Cloud Platform for use by Customer.

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

"Pre-Production Environment" means a separate instance of the Hyland Cloud Service, for use by Customer solely in a non-production environment in accordance with the Documentation for the limited purpose of functional testing of the Software and environment, Hosted 3rd Party Software and each Work Product included in the Hyland Cloud Service, provided that in all cases, such instance shall be licensed for use by up to one hundred (100) concurrent users, and shall be capable of storing up to five hundred (500) gigabytes of data.

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

"SaaS Security Attachment" means the document available at <https://legal.hyland.com/Customer-Legal-Center#saas-security-attachment>. The SaaS Security Attachment describes Hyland's current security processes and procedures. These processes and procedures may be updated from time to time, but will not be materially reduced.

"Service Class" means the applicable service level commitment purchase by Customer, as described in the Service Class Manual.

"Service Class Manual" means the latest version of the manual describing the Service Classes, as posted by Hyland from time to time on a website designated by Hyland, currently available at <https://legal.hyland.com/#service-class-manual>.

"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.

## **1. HYLAND CLOUD SERVICE.**

1.1 General. During the term of the Agreement Hyland will: (a) make the Hyland Cloud Service available to Customer pursuant to the Agreement, the SaaS Security Attachment, Documentation and the applicable Service Class Manual; and (b) only use Customer Data to provide, develop, and improve the Hyland Cloud Service and other services, to prevent or address service or technical problems, or as otherwise permitted by Customer.

### 1.2 Service Class.

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

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

## **2. GRANT OF RIGHTS.**

2.1 Hyland Cloud Service Use Grant. During the term of the Agreement, and subject to Customer's compliance with the terms of the Agreement, Hyland grants to Customer a revocable, non-exclusive, non-assignable (except as otherwise expressly provided herein), limited right to use the Hyland Cloud Service as provided by Hyland, and the associated Documentation, solely for use by Customer and its Users for the internal business operations of Customer. Customer and its Users shall only use the Hyland Cloud Service in a manner consistent with the Documentation and in compliance with the AUP and this Agreement. Customer and its Users shall not make any use of the Hyland Cloud Service in any manner not expressly permitted by the Agreement. Customer acknowledges that it and its Users may only access Customer Data via the Hyland Cloud Service and shall not permit direct or indirect access to or use of the Hyland Cloud Service or Customer Data in a way that circumvents any usage limit. Customer further acknowledges that all components of the Hyland Cloud Service made available by Hyland, including any components downloaded or installed locally on Customer's or Users' systems, are solely for use with the Hyland Cloud Service and are not intended to be used on a stand-alone basis.

2.2 Volume Use Restriction. There are certain Software products that Hyland makes available and which Customer may purchase for use as part of the Hyland Cloud Service that are volume-based and may: (i) no longer function if applicable volume limits have been exceeded; (ii) require Customer to pay additional fees based on Customer's volume usage; or (iii) include functionality which monitors or tracks Customer usage and reports that usage. Customer may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars.

2.3 Non-Production Environments. Customer may purchase limited access to Development Sandbox Environments or Pre-Production Environments, or both. Hyland agrees that the security measures described in the SaaS Security Attachment are also applied to the Development Sandbox Environment(s) and Pre-Production Environment(s).

2.4 Assessment. Hyland shall be permitted access to assess Customer's use of the Hyland Cloud Service in order to determine Customer's compliance with the grant of use and pricing terms of the Agreement, including, where applicable, to measure Customer's volume usage. Customer shall reasonably cooperate with Hyland with respect to its performance of such assessment.

2.5 Third Party Services and Content. The Hyland Cloud Service may contain functionality which allows Customer to: (a) access, link or integrate the Hyland Cloud Service with Customer's applications or applications or services provided by third parties and (b) access third party websites and content. Hyland has no responsibility for such applications or services, websites or content and shall have no responsibility for any disclosure, modification or deletion of Customer Data resulting from any such access or use by such applications or services. Any activities engaged in by Customer or any of its Users with such third parties using the Hyland Cloud Service is solely between Customer and such third party and Hyland has no liability, obligation or responsibility for any such activities. Hyland does not endorse any third party web sites, applications or services that may be linked or integrated through the Hyland Cloud Service. Hyland is not responsible for any third party content, products or materials purchased, accessed or used by Customer or its Users using the Hyland Cloud Service.

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

2.7 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. PRICES, INVOICES AND PAYMENT.**

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

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

3.3 Add-On Services. If Customer subscribes to an Add-On Service, the fees for such Add-On Service will be invoiced on a periodic basis, in advance, and Customer shall pay such invoices in accordance with the General Terms Schedule unless otherwise stated on an Order Form. Some Add-On Services may be priced on a volume basis, for which Add-On Services fees may be invoiced in arrears based on the applicable volume usage. Add-On Services may be subject to additional terms.

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

#### **4. SUCCESS PATHS.**

4.1 Generally. During the term of the Agreement Hyland will provide Customer with the Success Paths Services pursuant to the applicable Success Path.

4.2 Success Path Manual. 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.

4.3 Professional Services. Customer agrees that the Professional Services Terms, available at <https://legal.hyland.com/Customer-Legal-Center#professional-services-schedule> shall apply to all Professional Services (as that term is defined in the Agreement) provided by Hyland for Customer.

**5. SECURITY.** During the term of the Agreement, Hyland shall maintain a security program which shall conform to the SaaS Security Attachment.

#### **6. CERTAIN RESPONSIBILITIES AND OBLIGATIONS OF CUSTOMER.**

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

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

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

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

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

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

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

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

(h) Customer acknowledges that it is Customer's responsibility to ensure that Customer is running a Cloud Compatible Version of the Software in accordance with Hyland's Cloud Software Version Policy available at Hyland's end user website (currently, [community.hyland.com](http://community.hyland.com)); Customer's failure to comply with Hyland's Cloud Software Version Policy shall be considered a material breach of the Agreement, and Customer acknowledges that Hyland has no liability for any damages caused by its failure to comply with this Policy.

**6.2 Customer Internet Connection.** Customer is responsible for obtaining and maintaining all software, hardware (including without limitation network systems), telephonic or other communications circuits, and Internet Service Provider relationships that are necessary or appropriate for Customer to properly access and use the Hyland Cloud Service. Hyland shall have no responsibility or liability under the Agreement for any unavailability or failure of, or nonconformity or defect in, the Hyland Cloud Service that is caused by or related in any manner to any failure of Customer to obtain and maintain all such software, hardware, equipment and relationships.

**7. CUSTOMER DATA WARRANTY.** Customer represents and warrants to Hyland that: (a) Customer is the legal custodian of the Customer Data and has the right and authority to use the Hyland Cloud Service in connection with all Customer Data and other materials hereunder; (b) Customer will use reasonable efforts to ensure that any Customer Data submitted to Hyland via electronic media will be free of viruses; and (c) anyone submitting

Customer Data to Hyland for use in connection with the Hyland Cloud Service or Professional Services (if any) has the legal authority to do so, either through ownership of the Customer Data or by obtaining appropriate authorizations therefor, and that submission of Customer Data does not violate any contracts, agreements, or any applicable law. Customer is responsible for all Customer Data that is submitted to Hyland for use in connection with the Hyland Cloud Service or Professional Services (if any).

## **8. INFRINGEMENT INDEMNIFICATION.**

8.1 Hyland will (A) defend Customer from and against any third party claim to the extent alleging that the Hyland Cloud Service 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 the Customer or otherwise requires payment by Customer; (c) receives Customer's reasonable cooperation in the defense or settlement of such claim; and (d) has the right, upon either the occurrence of or the likelihood (in the opinion of Hyland) of the occurrence of a finding of infringement or misappropriation, either to procure for Customer the right to continue use of the Hyland Cloud Service, or to replace the relevant portions of the Hyland Cloud Service with other equivalent, non-infringing portions. If Hyland is unable to accomplish either of the options set forth in the preceding sentence, Hyland shall terminate the Agreement upon thirty (30) days advance written notice to Customer and refund to Customer the pre-paid, unused fees for the terminated portion of the Product Subscription. Notwithstanding anything to the contrary, Hyland shall have no obligation to defend, indemnify or hold Customer harmless against any Infringement Claim to the extent it arises from: (v) any Customer Data; (w) use of the Hyland Cloud Service other than as expressly permitted herein; (x) the combination of the Hyland Cloud Service or any component thereof with any product not furnished by Hyland; (y) the modification or addition of any component of the Hyland Cloud Service, other than by Hyland or any of its authorized channel partners specifically retained by Hyland to provide such modification or addition; or (z) the Customer's business methods or processes.

8.2 THIS SECTION STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE HYLAND CLOUD SERVICE.

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

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

**11. ADDITIONAL TERMS AND CONDITIONS.** If Hyland is a Hyland company set forth below, the additional or alternative terms and conditions set forth on the applicable Additional Terms Exhibit shall apply:



<u>Hyland Company.</u>	<u>Additional Terms Exhibit</u>
Hyland Software Brasil Ltda. Hyland Software Germany GmbH	Exhibit A Exhibit B

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

### **Exhibit A**

#### **Hyland Software Brasil Ltda. Additional Terms Exhibit**

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

1. The SaaS Fees Section of this SaaS Schedule shall be replaced in its entirety as follows:

“Customer shall pay SaaS Fees to Hyland for the Hyland Cloud Service in such amounts as are invoiced by Hyland; provided, that during the first year of the Initial Term, Customer shall pay SaaS Fees to Hyland for the Hyland Cloud Service as initially composed in accordance with the initial Order Form. Hyland will adjust the SaaS 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 SaaS 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 SaaS Fees for the first year of the Initial Term. For any subsequent years, Hyland will invoice Customer for SaaS Fees prior to the beginning of such year, and such invoice shall be due and payable by Customer to Hyland in full in accordance with the General Terms Schedule. In the event Customer adds Software for the Hyland Cloud Service, Hyland will invoice Customer for SaaS Fees for such additional Software on a prorated basis upon Hyland’s acceptance of the purchase order for such additional Software. Thereafter, SaaS Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.”

### **Exhibit B**

#### **Hyland Software Germany GmbH Additional Terms Exhibit**

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



1. Section 8.2 of the SaaS Schedule shall not apply.

The most current version of this document shall be such in effect as of 12:00am EST (Eastern Standard Time) of the date stamped on such online version.