



## **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, 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 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 Content Innovation Cloud; and (ii) statistical data, insights, functional, performance and configuration data, and other information generated from use of the Content Innovation Cloud.

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

"Content Innovation Cloud" means the cloud-based services branded by Hyland as Content Innovation Cloud and made available by Hyland to Customer on a subscription basis, as further described in the Documentation, 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).

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

"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.

"Third Party AI" means AI Models provided by unaffiliated third parties.

"Third Party AUPs" means the third party usage policies that apply to the use of Third Party AI.

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

1.1 Provision of Content Innovation Cloud. 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 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 the Content Innovation Cloud Guide, solely for use by Customer and its Users for the internal business operations of 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 only 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 be 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 Third-Party Services and Content. Content Innovation Cloud may contain functionality which allows Customer to: (a) utilize, link or integrate Content Innovation Cloud with services from third parties of Customer's choosing, and/or (b) access third party websites, services, or content of Customer's choosing. Hyland has no responsibility or liability for such third-party services, websites or content and no obligations related to third party services or failures. Hyland does not endorse any third party websites and content that may be linked through Content

Innovation Cloud. Hyland is not responsible for any third party website and content that is processed, accessed or used by Customer via Content Innovation Cloud.

## **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 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 Agreement.

2.3 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.

## **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 Success Path Services to Customer, (b) to maintain and improve Content Innovation Cloud and Success Path Services for Customer; (c) to prevent or address 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 by the parties in writing.

3.3 Laws and Regulations. Hyland only processes Customer Data in accordance with this Agreement and does not determine whether Customer Data is subject to any specific law or regulation. Hyland is not responsible for compliance with any laws or regulations applicable to Customer or its Users or applicable to their industry that are not generally applicable to software services providers.

3.4 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.

## **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 Additional AI Terms in the Content Innovation Cloud Guide. Hyland makes no representations or 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 notice of such updates on Hyland's secure end user web site (currently, [www.hyland.com/communityhttps://connect.hyland.com/](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 4.2 of the General Terms Schedule (Prohibited Conduct): (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, and applicable laws and government regulations;

(b) be responsible for all use and all access through Customer and its Users of Content Innovation Cloud and compliance with this 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 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's 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 to anyone other than Customer or 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; or
- (f) 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 *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 or track Customer's usage and report that usage.

5.6 Assessment. Hyland shall be permitted to audit Customer's use of Content Innovation Cloud to determine Customer's compliance with the grant of use and pricing terms of the Agreement, including, where applicable, to measure Customer's usage.

## 6. **PRICES, INVOICES AND PAYMENT.**

6.1 CIC Fees. Customer shall pay all fees for Content Innovation Cloud ("CIC 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. CIC Fees for each renewal term may increase by 10% annually over the fees in effect during the immediately preceding year, unless otherwise agreed in writing by the parties.

**7. 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. 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. 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.



**10. GENERAL TERMS APPLICABLE TO CONTENT INNOVATION CLOUD.**Customer acknowledges and agrees that, for all applicable purposes of the General Terms Schedule and the AUP, the Content Innovation Cloud shall be considered Hyland Cloud Services.

**11. COMPLIANCE WITH LAWS.** Subject to the term and termination provisions of the General Terms Schedule, 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.

**12. 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

**13. 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 fees to Hyland for Content Innovation Cloud in such amounts as are invoiced by Hyland; provided, that during the first year of the Initial Term, Customer shall pay fees to Hyland for Content Innovation Cloud as initially composed in accordance with the initial Order Form. Hyland will adjust the 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 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 fees for the first year of the Initial Term. For any subsequent years, Hyland will invoice Customer for 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 expands its use of Content Innovation Cloud and such increased use requires the payment of additional fees, Hyland will invoice Customer for such use on a prorated basis upon Hyland’s acceptance of the purchase order for such additional Software. Thereafter, fees relating to such additional 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 8.2** of this 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.