

Region 4 Education Service Center (ESC)

Contract # R190904

for

Software Solutions and Services

Hyland Software, Inc.

Effective: January 1, 2020

The following documents comprise the executed contract between Region 4 Education Service Center and Hyland Software, Inc., effective January 1, 2020:

- I. Appendix A: Vendor Contract
- II. Offer and Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of December 17, 2020 by and between Hyland Software ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Software Solutions and Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 19-09 for ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The Contract is for a period of three (3) years. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

- i. This Contract

- ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

ORIGINAL

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Hyland Exception: *Notwithstanding anything to the contrary, this contract is subject to the parties' mutual agreement regarding exceptions, which may include mutually acceptable revisions to such terms as we acknowledge your right negotiate and approve the terms and conditions of any contract and Hyland Software respectfully reserves the same right. A form of Hyland Software's standard licensing and support agreements have been included in Tab 6 – Additional Required Documents under e. Any additional agreements Offeror will require Participating Agencies to sign, Sample Agreements and are incorporated herein per the terms of this solicitation.*

Company Name Hyland Software, Inc.

Address 28500 Clemens Rd.

City/State/Zip Westlake, OH 44145

Telephone No. (440)788-6336

Email Address Noreen.Kilbane@Hyland.com

Printed Name Noreen Kilbane

Title EVP, Chief Administrative Officer

Authorized signature *Noreen Kilbane*

Accepted by Region 4 ESC:

Contract No. R190904

Initial Contract Term January 1, 2020 to December 31, 2022

Margaret S. Bass

Region 4 ESC Authorized Board Member

Print Name *Margaret S. Bass*

12-17-2019
Date

Carmen J. Moreno

Region 4 ESC Authorized Board Member

Print Name *Carmen T. Moreno*

12/17/19
Date

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
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<p>II. Instructions to Offerors 22. Samples Page 10</p>	<p>Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.</p>	<p><i>Hyland Software is not in a position to give legal advice to its customers (i.e. to advise a customer as to what deferral and state mandates such customer is subject to and to advise a customer as to what it needs to do in order to be in compliance with such mandates). That being said, many of Hyland's customers utilize that OnBase software to assist in their compliance effort with various laws, rules, and regulations at the federal, state, and local levels. Hyland is willing to entertain any questions that you may have and to provide you with a detailed description of the functionality of the OnBase software in order to assist you in determining whether the functionality of the OnBase software will meet your compliance needs. Additionally, the request for "samples" as crafted is not tailored for software. Hyland as a business practice does not provide "samples" of software. With that being said, upon mutual agreement of the parties, the payment of any applicable fees and the parties entering into an appropriate Pilot license agreement, Hyland will make available Pilot Software providing for such limited use.</i></p>	<p>Accepted</p>
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<p>III. Instructions to Offerors 23. Formation of Contract Page 10</p>	<p>A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.</p>	<p><i>Hyland Software agrees, subject to the parties' execution of a mutually acceptable final and binding agreement which may include mutually acceptable revisions to such terms. A form of Hyland Software's standard licensing and support agreements has been included in <u>Tab 6 – Additional Required Documents under e. Any additional agreements Offeror will require Participating Agencies to sign, Sample Agreements</u> of our response for your reference and, subject to mutual agreement, will be revised to incorporate RFP terms.</i></p>	<p>Accepted</p>
<p>Appendix A Draft Contract 3) Form of Contract Page 1</p>	<p>The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).</p>	<p><i>Hyland Software agrees, subject to the parties' execution of a mutually acceptable final and binding agreement which may include mutually acceptable revisions to such terms. Forms of Hyland's standard licensing, support, and service agreements have been included in <u>Tab 6 – Additional Required Documents under e. Any additional agreements Offeror will require Participating Agencies to sign, Sample Agreements</u> of our response for your reference and subject to mutual agreement, will be revised to incorporate such terms.</i></p>	<p>Accepted</p>

<p>Appendix A Draft Contract 11) Termination of Contract b) Termination for Cause Page 2</p>	<p>If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.</p>	<p><i>Hyland Software handles the issue of ownership of software and related work products differently. Therefore, Hyland must take exception to the foregoing language and is willing to discuss the same with ESC during final contract negotiations.</i></p> <p><i>In connection with Hyland Software's RFP response, the underlying information contained in Hyland's RFP submission will remain the property of Hyland and, other than the limited right of issuer to use such information solely to evaluate Hyland's submission, no license or other rights in such information is granted to the RFP issuer. Further, Hyland retains all ownership rights and interest in its Software and work products, including without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the same.</i></p>	<p>Cannot Accept</p> <p>May propose alternative language</p> <p>HYLAND ALTERNATIVE LANGUAGE:</p> <p>ACCEPTED</p> <p>If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination.</p>
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<p>Appendix A Draft Contract 11) Termination of Contract c) Delivery/ Service Failures Page 3</p>	<p>Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.</p>	<p><i>Hyland Software does not agree to the concept of cover costs. Therefore, Hyland must take exception to the foregoing language and is willing to discuss the same with ESC during final contract negotiations.</i></p>	<p>Accepted</p> <p>Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated.</p>
<p>Appendix A Draft Contract 11) Termination of Contract e) Standard Cancellation Page 4</p>	<p>Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.</p>	<p><i>Generally, Hyland Software does not impose specific termination charges in the event that a contract is cancelled. Hyland's standard contracts provide for various refunds of amounts paid to Hyland in the event a contract is cancelled due to a breach on the part of Hyland. Hyland's standard contracts do not generally provide for a refund of amounts paid to Hyland in the event that a customer cancels a contract for its convenience.</i></p> <p><i>Hyland understands that is Hyland has not offered its entire catalogue of software and services, ESC may request that Hyland add such items if they are within the scope of the project.</i></p>	<p>Cannot Accept</p> <p>May propose alternative language</p> <p>HYLAND ALTERNATIVE LANGUAGE:</p> <p>ACCEPTED</p> <p>Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other</p>

			party receives the notice of cancellation.
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<p>Appendix A Draft Contract 18) Audit Rights Page 4</p>	<p>Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a thirdparty auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the</p>	<p><i>Hyland Software is willing to provide the requested documentation on-site at Hyland's office locations or through mutually agreed upon remote access. In addition, Hyland would like to clarify that the cost of this audit is the responsibility of the auditing party, and that such audit may only be done on a mutually agreed upon date and time during normal business hours. Therefore, Hyland must take exception to the foregoing language and is willing to discuss the same with ESC during final contract negotiations.</i></p>	<p>Accept not covering cost of audit but Cannot Accept taking exception to entire clause. May propose alternative language.</p> <p>HYLAND ALTERNATIVE LANGUAGE:</p> <p>ACCEPTED</p> <p>Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right, at its sole cost and expense, and no more than once per calendar year, to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive</p>
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	location designated by Region 4 ESC.		termination of this Agreement for a period of one (1) year from the effective date of termination; and any such audit shall be done on a date and time that is mutually agreed upon by the parties, during normal business hours. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense; provided that the parties acknowledge that this audit is not intended to require any involvement from Contractor. Region 4 ESC may conduct the audit internally or may engage a third party auditing firm. In the event of an audit, the requested materials shall be provided in the format in which
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			Contractor stores such materials and from Contractor's location, or via a mutually agreed upon form of remote access.
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<p>Appendix A Draft Contract 22) Warranty Conditions Page 5</p>	<p>All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.</p>	<p><i>The standard warranty Hyland Software provides for its software is set forth in the Master Agreement and the standard warranty for labor/services Hyland provides is set forth in the Blanket Services Agreement included in <u>Tab 6 – Additional Required Documents</u> under e. Any additional agreements Offeror will require Participating Agencies to sign, Sample Agreements. Hyland is more than happy to discuss in more detail as part of the negotiation process.</i></p>	<p>Accepted</p> <p>All supplies, equipment and services shall include the warranties set forth in the contracts signed between Contractor and the applicable Participating Agency.</p>
<p>Appendix A Draft Contract 30) Indemnity Page 6</p>	<p>Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.</p>	<p><i>Hyland Software agrees, subject to the parties' execution of a mutually acceptable final and binding agreement which may include mutually acceptable revisions to such terms. A form of Hyland's standard licensing and support agreements have been included in <u>Tab 6 – Additional Required Documents</u> under e. Any additional agreements Offeror will require Participating Agencies to sign, Sample Agreements of our response for your reference and, subject to mutual agreement, will be revised to incorporate such mutually agreed upon terms.</i></p>	<p>Cannot Accept</p> <p>HYLAND ALTERNATIVE LANGUAGE:</p> <p>CANNOT ACCEPT</p> <p>Each party shall protect, indemnify, and hold harmless both the other party and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the the indemnifying party, the indemnifying party's</p>

			employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Contractor, Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas
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TAB 2 – PRODUCTS/PRICING

i Offerors shall provide pricing based on a discount from a manufacturer’s price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer’s product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

Hyland is providing pricing based on a discount from our manufacturer list price catalog, a verbatim extract of which is being provided with our RFP response. The pricelist being submitted for this Contract contains software, training, and services relative to various brands by Hyland.

ii Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- Manufacturer part #**
- Offeror’s Part # (if different from manufacturer part #)**
- Description**
- Manufacturers Suggested List Price and Net Price**
- Net price to Region 4 ESC (including freight)**
- Media submitted for price list must include the Offerors’ company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).**

Hyland considers the requested information to be confidential and therefore it has been redacted.

iii Offer extensive robust line of top manufactures

Hyland is the manufacture of our software. We are offering a robust group of products that work together as a turnkey solution to our customer's unique document management needs. See our list of products below:

- OnBase
- Brainware
- Enterprise Search
- Perceptive Content
- ShareBase

Additionally, Hyland provides the following list of current partners who are authorized to market and sell Hyland solutions under our Contract. Hyland reserves the right to modify this list as needed during the duration of this opportunity, per the terms of the negotiated contract, Hyland will remain ESC and OMNIA's main point of contact, and will agree to accept all purchase orders, manage customer invoicing, provide sales reports, and manage payment of the Administrative Fee directly, according to the terms of the negotiates Contract.

Distributor/Dealer	Address	Website
Clear Data Solutions	3002 N Rocky Point Drive East, Ste 200 Tampa, FL 33607	www.cleardatait.com
Databank, IMX	12000 Baltimore Avenue Beltsville, Maryland 20705	http://www.databankimx.com
Hyland LLC	8900 Renner Blvd. Lenexa, KS 66219	http://www.hyland.com
Imagesoft, Inc.	25900 W. 11 Mile Rd. Suite 100 Southfield, Michigan 48034	http://www.imagesoftinc.com
Integrated Data Products, Inc.	1930 St. Andrews Ct. NE Cedar Rapids, IA 52402	http://www.idpcentral.com
Keymark, Inc.	105 Tech Lane Liberty, South Carolina 29657	http://www.keymarkinc.com
NEKO Industries	3017 Douglas Blvd, Suite 300 Roseville, California 95661	http://www.nekoind.com
Northwoods Consulting Partners, Inc.	5815 Wall St. Dublin, Ohio 43017	http://www.teamnorthwoods.com
Prime AE Group, Inc.	55 Capital Blvd Rocky Hill, Ct, Connecticut 06067	http://www.3sq.com
Results Engineering	130 Wetherby Lane Westerville, Ohio 43081	http://kmb.konicaminolta.us
Sharp Business Systems	8670 Argent Street Santee, CA 92071	www.sharp-world.com
Xerox Corporation	45 Glover Ave PO Box 4505 Norwalk, Connecticut 06856-4505	www.xerox.com

iv Is pricing available for all products and services?

A line item pricelist specific to this Contract has been provided in the Pricing section above, question [ii](#) on page 3. Any item on this list that has custom pricing has been called out specifically; all other items have a distinguished price.

v Describe any shipping charges.

N/A

vi Provide pricing for warranties on all products and services.

Hyland provides a warranty which is included with the purchase of software. The terms of our warranty are included in the applicable Master Software License, Services, and Support Agreements.

vii Describe any return and restocking fees.

N/A

viii Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

N/A

ix Describe how customers verify they are receiving Contract pricing.

Customers may verify contract pricing by checking the public pricelist available online after award on Hyland's Contract landing page on the OMNIA website. In addition, customers may reach out to their assigned Hyland Account Manager for more information on pricing, or may contact the Government Contracts team directly at governmentcontracts@hyland.com with pricing verification questions.

x Describe payment methods offered.

Hyland delivers invoices electronically via email with invoices as PDF attachments. Invoices are delivered to the address instructed by the customer. Payments can be submitted via check, ACH, wire transfer or credit card.

xi Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Changes are made to Hyland's commercial fee schedule (internal pricelist) on a monthly basis. At least twice per year, Hyland releases new versions of our software products. Each release also initiates a change in the fee schedule to add new products and features and remove items that are no longer sold. Hyland will seek to update the OMNIA Contract pricing in accordance with changes made to our fee schedule in order to offer OMNIA participating agencies Hyland's most current products and services. Hyland will not request to update the Contract pricelist more frequently than once per month. Hyland's Contract pricing is calculated based on the established commercial fee schedule, and discounts are given at the category level, with a few specific exceptions that have been noted in the Contract pricelist. Hyland understands that category discounts should not change over the term of the Contract.

xii Describe how future product introductions will be priced and align with Contract pricing proposed.

Future product additions to the Contract will be priced according to Hyland's commercial fee schedule rates, and category discounts outlined in the Contract pricelist where similar items already exist on the pricelist. In the event a new category of products is introduced, Hyland will consider the commercial fee schedule rates as well as any associated costs incurred by Hyland to support the products, and provide a proposed Contract discount structure accordingly. Whenever possible, Hyland will align the discount procedures for new product categories with categories already on the Contract pricelist.

xiii Provide any additional information relevant to this section.

Hyland is providing pricing for multiple owned product lines, document management functionalities, and software deployment methods.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

TAB 3 – PERFORMANCE CAPABILITY

i Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Company

A. Brief history and description of Supplier.

Hyland is a leader in providing software solutions for managing content, processes and cases for organizations across the globe. For 25+ years, Hyland has enabled customers to digitalize their workplaces and fundamentally transform their operations.

We thrive on new ideas and diverse perspectives. Our mission is to help our employees, customers and partners achieve their full potential. We believe Hylanders can accomplish anything when they have the freedom to innovate, be creative and embrace the future. That, and an intense dedication to our core values, is what our award-winning software is built on.

Our customers continue to see the ongoing value of partnering with us. Hyland is a high-value, low-risk company built on stability and focus, as evidenced by our industry leading customer retention rates and year-after-year double-digit growth. Named one of Fortune's Best Companies to Work For® since 2014, Hyland is widely known as both a great company to work for and a great company to do business with.

Additional facts:

- More than 3,300 employees worldwide
- Industry leading customer retention rates
- 15% of revenue is reinvested in ongoing product research and development
- 20% compound annual revenue growth rate since 2007
- Sold direct and through channel – VARs, OEMs and system integrators
- Built and delivered by industry experts in Healthcare, Government, Financial Services, Insurance, Commercial and Higher Education
- Partners with Microsoft®, HP®, Oracle®, SAP®, Infor®, Esri®, Workday®, Konica Minolta, Xerox and CITRIX®

B. Total number and location of sales persons employed by Supplier.

Hyland has more than 3,300 employees globally (does not include interns or temporary employees). Departmental breakdown is as follows (percentages are rounded)

- Human Resources – 75
- Information Systems – 115
- Operations – 139
- Development / R&D – 1,088
- Hyland Global Services – 649
- Technical Support/Global Cloud Services – 517
- Other (Diner, CEC, Facilities) – 92
- Sales & Marketing – 657
 - Channel/Commercial Sales – 58
 - Financial Services Sales - 22
 - Government Sales - 27
 - Healthcare Sales - 130
 - Higher Ed Sales - 27
 - Insurance Sales - 25
 - International Sales – 103

C. Number and location of support centers (if applicable) and location of corporate office.

Hyland has Technical Support professionals located across the globe to ensure time zone coverage, with support centers in the following cities:

United States

- Westlake, Ohio
- Olathe, Kansas
- Lincoln, Nebraska
- Bloomington, Minnesota
- Pleasanton, California
- Irvine, California
- Phoenix, Arizona
- Alpharetta, Georgia
- Salt Lake City, Utah
- Tampa, Florida
- Monroe, North Carolina

International

- London, United Kingdom
- Nottingham, United Kingdom
- Amersfoort, Netherlands
- Berlin, Germany
- Sao Paulo, Brazil
- Tokyo, Japan
- Melbourne, Australia

Hyland's headquarters are located in Westlake, Ohio. We have 30 office locations and dozens of remote Hylanders around the world in 22 countries.

U.S. offices:

- Alpharetta, GA
- Andover, MA
- Auburn, CA
- Bloomington, MN
- Greenwood Village, CO
- Irvine, CA
- Lansing, MI
- Lincoln, NE
- Olathe, KS
- Phoenix, AZ
- Pleasanton, CA
- Salt Lake City, UT
- Tampa, FL
- Westlake, OH (corporate headquarters)

Global offices:

- Melbourne, Australia
- Sydney, Australia
- Jundiai, Brazil
- Sao Paulo, Brazil
- Toronto, Canada
- Santiago, Chile
- Berlin, Germany
- Freiburg, Germany
- Kolkata, India
- Lima, Peru
- Tokyo, Japan
- Amersfoort, Netherlands
- Cham, Switzerland
- Neuchâtel (Corcelles), Switzerland
- London, United Kingdom
- Nottingham, United Kingdom

D. Annual sales for the three previous fiscal years.

Fiscal Year	Annual Sales (US Dollar Amounts in Thousands)
2016	\$430,131
2017	\$518,301
2018	\$696,311

E. Submit FEIN and Dunn & Bradstreet report.

Hyland Software's Federal Tax ID# is 34-1699247

Hyland Software's Dun & Bradstreet# is 787515550

F. Describe any green or environmental initiatives or policies.

Hyland is dedicated to helping our community, and with this dedication, Hyland recognizes that it has a responsibility to the environment beyond legal and regulatory requirements. We are committed to reducing our environmental impact and continually improving our environmental performance as an integral part of our business strategy and operating methods.

Whether it's how we build our facilities or dispose of waste, or through the vendors we use, Hyland supports practices that intelligently recycle and reuse materials.

Preserving resources and logically reducing waste is critical in all parts of our community, and Hyland is proud to support initiatives that contribute to a clean environment.

Hyland endeavors to:

- Comply with or exceed all relevant regulatory requirements.
- Continually improve and monitor environmental performance.
- Continually improve and reduce environmental impact.
- Incorporate environmental factors into business decisions when appropriate.
- Increase employee awareness with respect to environmental responsibility.

Paper

- We will minimize the use of paper in the office.
- We will reduce and recycle packaging when appropriate.
- We will buy recycled and recyclable paper products when possible.
- We will reuse and recycle paper products.
- We instituted reusable cups and mugs in all offices, disposable cups are available for visitors only.

Energy & Water

- We will seek to reduce the amount of energy used by Hyland.
- Lights and electrical equipment will be switched off when not in use.
- Heating will be adjusted with energy consumption in mind.
- The energy consumption and efficiency of new products will be taken into account when purchasing.

Office Supplies

- We will seek to buy from environmentally friendly vendors.
- We will evaluate and monitor how to better reuse and recycle office supplies.

Transportation

- We will promote the use of travel alternatives, such as email and video/phone conferencing.
- We will make additional efforts to accommodate the needs of those using public transportation or bicycles.

Maintenance and Cleaning

- Cleaning materials will be as environmentally friendly as possible.
- We will seek to reuse materials when completing an office refurbishment.
- We will only use licensed and appropriate organizations to dispose of waste.

Monitoring, Improvement, and Culture

- We will publish internal posts containing sustainable living suggestions.
- We will make continuous efforts to evaluate practices and identify potential improvements.
- We will update this policy in consultation with Hyland staff as appropriate.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Hyland engages in the following initiatives to increase business with diverse suppliers:

Hyland's Supplier Diversity Mission Statement - The Sourcing department realizes the value and long-lasting supplier relationship that is gained by utilizing Small Businesses. We have created the following diversity statement, which is also included as part of Hyland's Supply Chain Transparency on www.hyland.com.

Hyland Sourcing Department Diversity Statement - Hyland's Sourcing Department actively seeks out, develops and attempts to build significant vendor relationships with Small Disadvantaged Businesses, Women-Owned Small Businesses, Veteran-Owned Small Businesses, including Service-Disabled Veteran-Owned Small Businesses and HUB-Zone Small Businesses, to ensure full and equitable opportunities when procuring goods and services.

Supplier Diversity Program - We have centralized our purchasing at Hyland in order to create a more streamlined approach to purchasing which allows the Sourcing department to oversee our goals when it comes to Small Business spend. Sourcing has a Vendor Management system that allows us to indicate who our Small Businesses are and their Small Business type. We then track our spend by running monthly reports based on these vendors that are marked as Small Business. Sourcing attends at least two Small Business networking events each year in order to meet Small Businesses and learn how their capabilities will meet our purchasing needs. Sourcing also maintains contact with many Small Businesses throughout the year to proactively determine if there is an area where they can meet our purchasing needs.

Marketing/advertising business opportunities to diversity vendors - Sourcing attends Small Business networking events to meet Small Businesses each year. We also have developed a Vendor Portal (vendors.hyland.com) where any Small Business can register and let Hyland know the goods/services they can supply. When it comes time for Sourcing to send out RFPs, we gather our list by looking at our Vendor Management System to ensure we are including diverse suppliers.

Human Rights - Hyland Sourcing will actively seek out and attempt to build vendor relationships with businesses committed to upholding fundamental human rights and believe that all human beings around the world should be treated with dignity, fairness, and respect. We will only engage vendors who demonstrate a serious commitment to the health and safety of their workers and operate in compliance with human rights laws.

Hyland is committed to creating an inclusive environment for every person. We have programs and partnerships that integrate diversity and inclusion into many aspects of the business, product innovation and recruitment.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Hyland is a large business and as such, does not qualify for any small business certifications.

I. Describe how supplier differentiates itself from its competitors.

Every vendor has strengths and weaknesses compared to the competition. Hyland differentiates ourselves from our common competitors in three distinct areas: Product, Expertise, and Support.

Hyland is a proven, leading content services platform that can deliver a lower total cost of ownership (TCO) because of our passionate commitment to configurable solutions rather than customizable solutions (i.e., custom code). This approach has been validated by both our customers and industry analysts like Gartner and Forrester. For solutions involving content management, case management, process automation, archiving, records management and forms, the Hyland solution has proven to be easier to administer, easier to maintain, and faster to deploy than other comparable suites in the market today. Lower TCO means lower software-to-service ratios on content management projects, and it means less effort, training, and resources required.

As a fully comprehensive content services platform, the core of our strategy serves as:

- A central, enabling infrastructure that integrates with core enterprise applications and augments them with configurable content, process and case management functionality.
- A reusable framework to build low-code, content-enabled applications that can do a better job than “point” and “shadow IT” solutions in filling information management gaps that exist between core enterprise applications.

Hyland is scalable. It can easily scale upwards and downwards in scope, performance, and sophistication. Few, if any, other ECM vendors can use the same suite to compete for business in small organizations like credit unions or small community colleges as well as geographically distributed and multinational deployments in healthcare and higher education.

Hyland is configurable with minimal need for scripting: Competitive solutions can deliver much of the same functionality of Hyland, but only with the use of scripting on their forms or in their workflow processes. Hyland does not require knowledge of scripting and will not itemize out specific charges for scripting because the same functionality is likely a configurable option in Hyland.

Integrated Case Management capabilities. Case management functionality is integrated within the full Hyland platform. We provide a low-code platform that equips organizations to rapidly configure content-enabled case and other applications. We also have a growing offering of packaged and point applications, including public record request management, contract management and incident case management.

Mobile Device Access: Competitive solutions are browser-based, not optimized using the native features of the device's operating system, such as the ability to pinch zoom, slide, upload from the device, etc.

Integration with Outlook: For so many customers, the true system in which users do the majority of their work is Outlook. Forcing users to leave this interface is not the best way to drive user adoption. Hyland fully immerses the Hyland experience into Outlook, allowing users to easily import emails, act on workflows, and search and retrieve documents from the familiar Outlook interface. Other solutions will have integration points that link to the external imaging application.

Deep Expertise in Content Services and Industry-Specific Solutions. Hyland is a leader in content management according to the 2018 Gartner Magic Quadrant for Content Services Platforms, and building content enabled solutions is our sole focus as a company. We are also a very stable organization. Since 1991, financial analysts have consistently viewed Hyland as a growth organization, a designation usually only placed on new companies in their infancy. Our compound annual revenue growth rate has been 20% since 2007.

Hyland has a focus on strong horizontal- and industry-specific content solutions. We have been recognized by the analyst community for our deep expertise in healthcare, higher education, insurance, government and financial services.

Customer Support. Hyland has a dedicated 24/7 Technical Support department that is focused on compressing the time frame from issue inception to resolution while providing a remarkable support service experience. None of our support is outsourced, and each technical support representative goes through the same Hyland training as developers, quality assurance representatives, installers, and consultants.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Although Hyland has been involved in litigation, no litigation exists that would impact Hyland's ability to provide the products or services proposed in Hyland's RFP response.

Hyland has not declared bankruptcy or reorganized in the past and is not currently involved in either activity.

K. Felony Conviction Notice: Indicate if the supplier

- i is a publicly held corporation and this reporting requirement is not applicable;
- ii is not owned or operated by anyone who has been convicted of a felony; or
- iii is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Hyland Software, Inc. is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

None.

Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

Hyland is a single enterprise information platform for managing content, processes and cases. Hyland has transformed thousands of organizations worldwide by empowering them to become more agile, efficient and effective.

Hyland provides enterprise content management (ECM), case management, business process management (BPM), records management and capture all on a single database, code base and content repository. Cloud-based file sharing, also called Enterprise file sync and share (EFSS) for the Hyland platform is available with our complementary offering, ShareBase.

Hyland meets your IT needs, long into the future because it is:

- *Configurable without code* – Hyland is point-and-click configurable, allowing you to use checkboxes, radio buttons and drop-down menus to quickly configure and easily change solutions. That means no expensive, time-consuming and difficult-to-maintain coding or scripting.
- *Scalable across your organization* – Hyland scales as requirements evolve, so you will never outgrow your Hyland system. Start in one department and grow your solution over time as needs and requirements change. Maintain speed and performance, even as you continue to expand and enhance your solution.
- *Easily upgradable* - With Hyland, all your solution components are upgraded together, eliminating the challenges of upgrading multiple custom-coded or point solutions. Take advantage of incremental parallel upgrades, minimizing downtime by allowing more than one Hyland version to run simultaneously.

Please see the following pages which speak to Hyland products and services.

Hyland overview

Capture: Regardless of format or location, our content services solution allows users to capture documents and the critical information they hold right at the source. It then organizes them into a single system with minimal human interaction – removing tedious and error-prone manual data entry.

Whether paper or electronic, our solution captures almost any file type and quickly extracts necessary information, automatically sending it to all relevant systems.

- *Scan paper documents:* Capture a single page or thousands of documents directly from where you receive them, saving time and minimizing costs associated with transportation.
- *Import electronic documents and information:* Automatically capture electronic documents in their native format, directly from the applications you use on a daily basis. From CAD files to email messages to PDFs, our solution ingests any file format. You can even use your mobile device to quickly upload photos and content while in the field, whether you are connected or offline.
- *Extract data from your documents:* While capturing documents, our solution pulls the relevant data off the page, validates it against existing information and shares it with your other systems – saving time associated with manual data entry. The extracted data is then used to automatically index documents into the system, making them instantly accessible.

Manage: Our content services solution combines the ability to manage processes, documents and data in one system so customers' information flows seamlessly throughout their organization. This allows customers the ability to minimize process delays, data silos and disconnected documents and automate repetitive tasks while equipping workers to make better decisions.

Customers can build content-enabled applications, without custom coding, that support their requirements today and grow with them.

- *Manage documents:* Work electronically with all critical content, regardless of format. Empower users to easily search for documents while leveraging digital folders and file cabinets to keep content organized. Effectively handle revisions and versions, electronically sign and automatically generate documents for distribution to customers and constituents.
- *Manage processes:* Decrease processing time and increase employee productivity by optimizing your processes. Our solution automates predictable tasks while delivering exceptions and decisions to the right people, at the right time. Leverage our solution to send notifications, enable approvals from mobile devices and load balance important work – increasing efficiency and keeping processes flowing.
- *Manage data:* Create data-centric and case management applications with our solution, replacing antiquated databases, shared spreadsheets and legacy systems. Minimize the need for custom-developed or off-the-shelf solutions for areas such as HR onboarding, vendor management and fraud investigation. Provide users with access to all data, documents, tasks and conversations that support a customer, case or project – from one interface.

Access: With our content services solution, customers can access their content easily, from anywhere. Hyland's solution allows your information finds you and becomes instantly available to the people who need it, wherever they are, from almost any device or application. Empower your users to access content the way that makes the most sense for them – allowing them to work more effectively from the office, on the road or in the field.

By providing the right information at the right time, our content services solution equips your users to make better decisions, effectively serve customers and keep processes flowing.

With our solution, provide access to information:

- *From a personalized, intuitive user interface:* Put the documents, forms, business processes and reports that are important right at users' fingertips.
- *While working in another business application:* Hyland integrates with other applications, such as your ERP system or Microsoft® Office products, equipping users to access content directly from their familiar screens.
- *While on the go:* Use Hyland mobile applications to instantly access your information, make decisions and monitor processes wherever you are – from an iPhone, iPad, Android or Windows phone or tablet.
- *When disconnected:* Give field workers the ability to retrieve, create and update documents, complete forms and upload photos while offline.
- *To those outside your organization:* Improve the experience of your customers, patients, constituents and students by allowing them to easily submit forms, track process status and access documents online.

Integrate: Integrate our solution with your other applications.

Hyland's content services solution provides a variety of integration methods to equip users with instant access to all the information they need from their preferred application.

Leverage information from another application to automatically launch processes in the system- such as composing documents, filling out forms or triggering business workflows. That way, users make critical business decisions faster and with the most accurate information.

Our solution integrates with your key applications via a variety of integration options:

- *Purpose-built integrations:* Purpose-built integrations for many widely adopted applications, including PeopleSoft®, SAP®, Microsoft Office®, Outlook®, ESRI®, Datatel® and Infor Lawson®. These specific integrations seamlessly feed information and documents between Hyland and the other applications.
- *Screen-level integrations:* With a point-and-click configuration tool, our solution empowers your users to access documents, create forms and even begin solution processes directly from the screens of other business applications.
- *Data-level integrations:* Our solution offers its Enterprise Integration Server to coordinate an instantaneous, guaranteed exchange of data between your applications. By integrating your applications at the data-level, you ensure that the data across all your systems is consistent and up-to-date.

Measure: Monitor your process and system performance.

Our content services solution provides real-time insights into the status of your processes, the completeness of your records and the health of your system – allowing you to take action when and where it's needed. The system also facilitates audits and supports compliance initiatives by identifying the existence and accuracy of information.

With your solution, you gain visibility into key content and processes:

- *Monitor:* Our solution provides immediate, actionable information about the status of business processes. With interactive reporting dashboards – available via web browser, Microsoft® SharePoint and mobile devices – managers and process owners proactively monitor processes and determine areas for improvement.
- *Audit:* Easily view what's in the system, as well as what's missing, aging or expired. Our content services solution also facilitates easier external audits by equipping auditors with access to content through a convenient web portal.
- *Report:* With comprehensive reporting capabilities, you have visibility into process status, outcomes and the health of the Hyland system. End users run the reports they need with an intuitive interface and without burdening IT or compromising system security.

Store: Our content services solution minimizes risk and supports compliance by securely storing, protecting and destroying your information in accordance with applicable regulations – without needing to purchase additional third-party software or hardware.

By consolidating all of your important content into one system, our solution solves the problems associated with managing content across a variety of databases, systems and physical storage locations.

- *Secure:* Via powerful encryption, Hyland secures your important data when it's at rest, in motion and being accessed – supporting standards like PCI and DSS compliance. By working with your existing NT or LDAP authentication protocols, our content services solution simplifies administration of your security policies while providing granular control over exactly who can access information and what they can do with it.
- *Protect:* Our solution protects your information by creating multiple electronic copies of each document on servers across different locations. Should the main file server become inoperable, the system automatically switches over to the next server in line, allowing continuous access. Our Cloud users benefit from having up to three duplicate copies of data in datacenters across multiple geographical locations for maximum business continuity.
- *Destroy:* Our solution simplifies the implementation of retention plans and policies. When content is ready for disposition, the system sends it for review or automatically destroys it according to your requirements.

Hyland Global Services

The Hyland Global Services organization provides a broad range of services; from strategic planning and needs assessment, to solution deployment and training on a global basis. The underlying philosophy of Hyland Global Services is to empower customers to operate, maintain, modify, and extend their Hyland solutions—maximizing the value of their ECM investment and minimizing their total cost of ownership over time. Hyland Global Services team members are employed to develop customer competence with the technology and confidence in the potential solution sets they can develop using Hyland ECM technology. We use a mentoring approach that builds partnerships, not merely attains customers.

Our intent is to empower our customers because it's the right thing to do. To that end, in our experience, end users want a services relationship built on partnership, not dependency. Our experts lead them in successful projects, which builds confidence and increases their self-sufficiency for future projects and growth. Our services are designed to be highly collaborative. We also share information including providing documentation detailing the project, the personnel involved and often recommendations for next steps.

Hyland Global Services offers the following:

Implementation Services: Rely on experienced solution implementation specialists to ensure your configuration, implementation and testing stays on time and within budget to maximize the investment in your Hyland solution.

Custom Integrations: Our API and integration experts design applications and scripts extending Hyland document availability to other systems, including SAP, Infor Lawson, PeopleSoft, Ellucian, Workday, Salesforce, and to kiosks, web portals and WorkView Case Manager.

Upgrade Services: Collaborate with our experts for upgrade assistance or guidance, especially when Hyland is multiple versions behind, the upgrade has high visibility or tight deadlines, or involves multiple technologies, integrations or custom solutions.

Conversion Services: Work collaboratively with our certified, experienced conversion experts to bring your legacy documents and data into your new or existing Hyland solution.

Database Platform Migration: Whether upgrading to a new version of an existing database, or migrating to a new platform, our Oracle and Microsoft certified database engineers partner with you, ensuring a seamless transition.

Imaging Services: Secure document scanning, indexing and physical document storage/retention services for when you need help with a single backfile conversion, day-forward scanning, or until in-house resources are ready.

Education: Hyland education programs reflect a mentorship approach to customer technical and solution training. Hyland executes an industry-recognized, certification program supporting the career and professional development of both business and IT professionals.

On Demand Services: Engage On-Demand Services for rapid response to questions and guidance on the wide range of areas you maintain in your Hyland solutions. This partnership provides assurance you're receiving the most qualified help to carry on your initiatives and address any challenges you encounter.

Business Process Outsourcing: Outsource scanning and indexing of high document volume areas of your organization, enabling rapid accessibility of documents—whether from the Hyland Cloud or your enterprise systems—utilizing our automated workflow and integration capabilities.

Outsourced System Administration: Fill temporary gaps with a certified Hyland expert (on-site or remote) when your SA is new to the role, goes on leave, or role changes or expansion projects require support for day-to-day admin tasks.

Staff Augmentation: Our certified experts join your team for a project you've defined—including Workflow, WorkView and advanced capture projects—but don't have resources in-house to execute in required timeframes.

Enterprise Planning: We work with you to identify and roadmap how to maximize your Hyland investment, and ensure your solutions continue to meet evolving enterprise goals—including improved service, ROI and risk mitigation.

Infrastructure Planning: Expert analysis and guidance ensure optimal performance of your Hyland solutions, equipping you to maintain high-performing solutions despite changing workloads, requirements and SLAs.

Program Management: Perpetual support for multiple enterprise-wide projects promotes a close understanding of your users, systems and ongoing success criteria, ensuring alignment with executive vision and continued project success.

Consulting Services: In all we do, Hyland Global Services professionals strive to be your trusted advisors and enterprise technology consultants. Our Global Services customers find their solutions are built to evolve with their business. They consistently earn quantifiable ROI, both immediate and over time.

Change Management: Having a structured approach to manage change is proven to significantly increase overall project success and user adoption rates. Ours is built on a four tier framework, scalable based on your needs.

Project Management: Leverage our experienced and certified project managers to ensure your project stays on track, on time and within budget, while providing a single-point-of-contact for your organization.

Contract Management: The Contract Management Point Application provides organizations with a powerful, purpose-built solution that is both rapid to deploy and easy to setup. It simply lets customers get to the starting line right away with the pre-configured installation.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Hyland agrees to offer products and services domestically across the United States. Due to the nature of the software offerings, no additional costs will be incurred by the supplier or customers in delivery of software components. Maintenance and support services are provided remotely via phone and web. Any related services required by the customer may be performed remotely or onsite. When Hyland professional services are deployed onsite, travel and expenses will be billed to the customer in accordance with Hyland’s internal travel and expense policy, or as negotiated at the task order level.

C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

These activities are conducted at our U.S. Headquarters.

D. Provide the number, size and location of Supplier’s distribution facilities, warehouses and retail network as applicable.

Hyland products are hardware-independent, allowing your organization to leverage existing hardware or procure any hardware that can support the platforms upon which the solution can reside. For this we do not have distribution facilities or warehouses. Please see question [C](#) on page 8 under [Tab 3 – Performance Capability](#) for a list of our locations.

Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:**
- i Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**
 - ii Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days**

As Hyland currently holds the Software Solutions and Services contract with OMNIA Partners, we have already positioned this contract as a valuable tool that eligible customers can take advantage of. We will continue the existing marketing and sales outreach strategies to keep building interest in and use of the Contract. For a large organization like Hyland, the 10 and 90 day timeline expectations are unrealistic. Hyland will put forth a good faith effort to implement the plans below within a realistic timeframe for our organization and commits to continuing to partner with OMNIA Partners to ensure the success of a new Master Agreement.

Hyland markets and sells our products and services primarily through our reseller partner channel and directly from our Sales team here at Hyland. Procurement marketing strategies use a mix of best practices that stress face-to-face marketing and thought leadership, web presence, online communities, email campaigns and social media, to reach potential customers and educate them about the value of our products and solutions. The following represents various marketing and sales steps Hyland will take after award of the Contract, which have proven very successful with the current OMNIA Partners contract that Hyland holds:

Press Releases – Upon award, and with the collaboration of ESC and OMNIA, Hyland will create and distribute press releases to appropriate media outlets about selection for participation in the Contract. We will also publish this release to the News section of the Hyland website.

Websites – Hyland will create a landing page within our own website as a resource for customers who wish to use the awarded Contract. The webpage will consist of pricing and contact information, order process information, and a link to the OMNIA site landing page.

Video – Hyland will create informational videos and instructional webinar recordings as a way to communicate the value of the Hyland products and services, and to demonstrate solutions. Marketing videos will present Contract information and will direct potential customers to the Hyland landing page and OMNIA website for purchase procedures and other information.

Organization Participation – As a part of our marketing strategy, Hyland participates in many governmental and public procurement associations at all levels. Customers can use these platforms as a way to learn more about Hyland's offerings and procurement options.

Social Media – Hyland makes use of Twitter, Facebook, the corporate blogs and online communities to publish content, take thought leadership positions and pursue marketing strategies.

Sales – Information regarding this specific Contract will be added to existing sales playbooks. An announcement of the award will be made in the monthly sales and management meetings, as well as communicated via email to our sales organization through executive leadership's quarterly sales update email. Additionally, a separate email communication will be released directly to the government, higher education, and public sales branches within Hyland.

Furthermore, Hyland will work with OMNIA to implement joint education initiatives with Hyland's national public sales teams. Hyland's partner network will be notified via an announcement email as well as a post on our blog in the Hyland partner Community online. Partner training webinars will also be held to ensure the sales and partner network understands the terms and usage requirements under the Contract.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:**
- i Creation and distribution of a co-branded press release to trade publications**
 - ii Announcement, contract details and contact information published on the Supplier's website within first 90 days**
 - iii Design, publication and distribution of co-branded marketing materials within first 90 days**
 - iv Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement**
 - v Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.**
 - vi Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**
 - vii Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)**
 - viii Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:**
 - OMNIA Partners standard logo;**
 - Copy of original Request for Proposal;**
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;**
 - Summary of Products and pricing;**
 - Marketing Materials**
 - Electronic link to OMNIA Partners' website including the online registration page;**
 - A dedicated toll-free number and email address for OMNIA Partners**

As stated above, Hyland currently holds the Software Solutions and Services contract with OMNIA Partners, and has already positioned this contract as a valuable tool that eligible customers can take advantage of. We will continue the existing marketing and sales outreach strategies to keep building interest in and use of the Contract. These strategies have shown proven success, as we've seen a tremendous increase in sales throughout the life of the existing OMNIA Partners contract. Hyland will continue marketing and selling our products and services through our reseller channel and directly from our Sales team here at Hyland, but will take specific actions after selection to begin increasing awareness of a new contract award. Our marketing and sales strategies will include a mix of face-to-face marketing, web presence, online communities, email campaigns, and social media to reach customers and educate them about the value of our solutions as well as the benefits of the Contract.

For a large organization like Hyland, the 10 and 90 day timeline expectations are unrealistic. Hyland will put forth a good faith effort to implement the plans below within a realistic timeframe for our organization and commits to continuing to partner with OMNIA Partners to ensure the success of a new Master Agreement.

Hyland cannot commit to the requirements to design and publish co-branded marketing materials and advertise in trade publications. Print marketing is not a part of Hyland's current marketing and sales strategies. Furthermore, without more details on the actual commitment requested, Hyland cannot commit to attending and participating in the OMNIA Partners national, regional, and supplier-specific tradeshows as well as the requirement to attend and exhibit at the NIGP Annual Forums. The requirement to participate in OMNIA Partners tradeshows is vague. It is not clear how many events Hyland would be required to attend on an annual basis, or how much the participation in these events would cost. Hyland's marketing budget is reviewed and approved on an annual basis and these commitments need to be planned for. Hyland requires additional information to be provided by OMNIA in order to be able to determine the budgetary impacts of these requirements and seek approval from the Marketing Team.

Press Releases – Upon award, and with the collaboration of ESC and OMNIA, Hyland will create and distribute press releases to appropriate media outlets about selection for participation in the Contract. We will also publish this release to the News section of the Hyland website as well as through a blog post on our Community page for partners to see.

Organization Participation – As a part of our marketing strategy, Hyland participates in many governmental and public procurement associations at all levels. Hyland will endeavor to continue advertising efforts through these mediums throughout the term of the Contract.

Social Media – Hyland makes use of Twitter, Facebook, the corporate blogs and online communities to publish content, take thought leadership positions, and pursue marketing strategies. We will use these platforms to drive traffic to our site.

Websites – Hyland will create a landing page on our own website specifically for this Contract. The webpage will contain pricing information, contact and ordering information, information on how to become a Participating Agency with OMNIA, as well as links back to Hyland's vendor webpage on the OMNIA site. Hyland takes exceptions to the requirement of having a toll-free phone number dedicated to OMNIA Partners.

Video – Hyland will create informational videos and instructional webinar recordings as a way to communicate the value of the Hyland products and services, and to demonstrate solutions. Marketing videos will present Contract information and will direct potential customers to the Hyland landing page and OMNIA website for purchase procedures and other information.

Events – Hyland attends a number of conferences and trade shows each year. Attendance and exhibits at events will be determined on an annual basis based on budget. These events are supported by the other elements of this marketing plan.

Direct Email Campaigns – Hyland utilizes automated email campaigns as a way to reach the greatest number of people across many titles and roles in the public sector. Should OMNIA Partners provide a list of eligible customers, Hyland will, upon selection, utilize these of customers eligible to announce the availability of the Hyland products and services through the Contract. Additionally, Hyland runs a number of solution-based and CIO campaigns that review the features and functionalities of the Hyland products and services.

Typically, Hyland runs approximately 15-18 of these campaigns annually. Callers and account managers will reinforce the Contract as a procurement vehicle in follow-up calling to interested customers.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Hyland has a number of public agency customers who previously purchased software solutions and services by means other than a procurement contract. These customers are currently subject to different pricing and terms and conditions than typically offered to customers who utilize a procurement contract for purchasing. As a result, Hyland cannot transition all existing public agency customer accounts to the OMNIA Master Agreement, but Hyland will agree to work with any public agency customer who currently owns a perpetual solution acquired by other means, to transition to a subscription licensing model that includes hosting by Hyland through the OMNIA Master Agreement.

Hyland currently holds the following cooperative purchasing agreements:

Cooperative Purchasing Agreement	Expires	Annual Sales Volume
General Services Administration (GSA)	March 31, 2021	Approximately \$12,000,000
Ohio State Term Schedule	March 31, 2021	Approximately \$6,000,000
Texas Department of Information Resources	August 15, 2021	Approximately \$2,000,000
South Carolina State Term	October 23, 2018	Approximately \$1,500,000
Pennsylvania COSTARS	May 20, 2019	Approximately \$600,000
OMNIA Partners (TCPN/NIPA)	May 30, 2020	Approximately \$5,000,000
NASPO ValuePoint	September 15, 2026	New Award as of July 2019

As you can see, Hyland's existing OMNIA Partners contract is our largest cooperative at the national level. Because this contract can be used by customers all across the United States, it is the cooperative agreement that we market the most to customers whose procurement regulations allows them to use this particular cooperative. While some State government customers are mandated by procurement regulation to use their State-run vehicles, many customers are able to use and prefer the OMNIA Partners Contract. When procurement regulations allow for us to market this Contract directly to end users, we will educate customers on the value of OMNIA, the benefits of using the Contract, and walk them through the process of registering with OMNIA if necessary.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Acknowledged.



E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
- ii Best government pricing**
- iii No cost to participate**
- iv Non-exclusive contract**

Hyland confirms we will be proactive in direct sales under the Contract and will follow up promptly to any leads established by OMNIA. The marketing plans outlined in numbers A and B above will be started immediately after award and continued throughout the life of the Contract. Our Account Managers in the public sector and in the partner channel will be educated to ensure the communications to our customers include information about the master OMNIA agreement being a non-exclusive, competitively bid Contract that involves no cost to participate. Hyland will agree to educate the customers on best pricing and pre-negotiated terms that come along with use of the Contract. All of the initiatives will be incorporated into the already proven successful sales processes used by the Hyland sales teams.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i Key features of Master Agreement**
- ii Working knowledge of the solicitation process**
- iii Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**
- iv Knowledge of benefits of the use of cooperative contracts**

Information regarding this Contract will be available to our internal sales organization via an internal website managed by the Government Contracts team. The site will act as a hub for information and additional resources for Account Managers that wish to provide this data to customers. Additionally, we'll include information about the Contract in our existing sales playbooks, on our Sales Academy site, as well as the on our partner Community website. Hyland will create informational marketing pieces and other content that address the burdens of traditional procurement and how OMNIA may simplify buying procedures, and will include those pieces for download for sales internally as well as to our partner channel. Making the marketing material easy to find and reference will allow for a streamlined approach to selling under this vehicle.

Training for new employees, existing Account Managers, and partner resellers will be performed through recorded media, in-person training, and online webinars. The training will include information about the master OMNIA agreement being a non-exclusive, competitively bid Contract that involves no cost to participate. Hyland will agree to educate the sales departments on best pricing terms and how to provide this pricing to customers based on internal controls and procedures. Training will be completed by Sales Management and the Government Contracts team. These internal and external training initiatives will allow anyone in a sales role at Hyland to effectively communicate the most important features of the Contract to customers, and integrate the advertisement of this Contract into our existing sales processes.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i **Executive Support**
- ii **Marketing**
- iii **Sales**
- iv **Sales Support**
- v **Financial Reporting**
- vi **Accounts Payable**
- vii **Contracts**

At Hyland, the Government Contracts team is the first point of contact for all procurement contract questions, issues and requests for assistance.

The primary point of contact for this Contract is:

Lisa McNeeley
Manager, Government Contracts
Phone: (440) 788-5468
Email: Lisa.McNeeley@hyland.com

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Hyland's national sales force is broken up first and foremost by direct sales and sales made through our partner channel. The direct sales segment of Hyland is further broken down by vertical, or customer segment (i.e. healthcare, public sector, financial services, commercial, etc.). In each vertical, the Hyland Account Managers are assigned to specific regions.

The sales and marketing teams are managed at the highest level by:

Ed McQuiston
EVP, Chief Commercial Officers, Global Sales and Marketing
Phone: (440) 788-5000
Email: Ed@hyland.com

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

The Contract will be implemented within the guidelines of the marketing plan as outlined above. Hyland will also provide education to Account Management teams in order provide next level education opportunities to existing customer base with the help of the OMNIA. Hyland will look to our Supplier Relationship partner at OMNIA to schedule OMNIA-led training sessions with our sales and marketing teams upon award and whenever necessary throughout the life of the Contract. As previously discussed, Hyland will also educate and train our authorized partner network on this Contract in order to reach the largest number of prospective public agency customers.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.

Hyland's marketing and sales departments will be engaged in the efforts outlined throughout the Marketing and Sales section of this RFP response. The Government Contracts team will be responsible for providing administration support related to the Contract. Hyland will also engage OMNIA to coordinate regular marketing sync calls and engage with our sales team directly for education initiatives. Throughout the life of the contract, Hyland will work with OMNIA in support of customer inquiries as necessary. New customers will be set up quickly after expressing interest in using the Contract. The Government Contracts and sales teams will work together to set up customer accounts appropriately in our Salesforce system and will flag accounts to ensure pricing and terms of the Contract are referenced appropriately.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Hyland is a privately held company. It is Hyland's policy that we do not disclose sales data specific to particular customers or industries. For approximate sales figures relating to Hyland's cooperative contracts, please see the chart on page 22.

For a list of references, please see the attached [References](#) on page 39.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Hyland uses a number of internal and third party solutions to manage customer information, quotes, purchases, invoices, and contracts. Hyland uses Salesforce as its primary CRM for the sales team. Hyland has configured our Salesforce instance to use an account flag to identify specific customer accounts using the Contract. The account flags also permit access to Contract pricing for generating quotes for Contract customers through the use of the Configure Price Quote (CPQ) tool that is integrated into Salesforce. The account flags also serve as a checkpoint for pricing and terms tracking when Purchase Orders (POs) are submitted to our Order Processing team. Once POs are processed and entered into our system, the orders are sent to the Licensing and Invoicing teams to issue licenses and invoices as applicable. Invoices are generated through Workday. Workday allows us to keep track of Contract pricing and terms on the backend as well.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$ _____ .00 in year one

\$ _____ .00 in year two

\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Through the current OMNIA/Hyland partnership, Hyland has been very successful in working with prospective customers to adopt the OMNIA Contract for their purchasing needs. However, many of these customers determine their own procurement policies or are subject to state procurement requirements that dictate how they procure and whether they are permitted to use procurement contracts generally or the OMNIA Contracts in particular. As a result, Hyland is not in a position to guarantee sales under the Contract but will continue to partner with OMNIA to ensure successful adoption and continued use

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).**
- ii If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.**
- iii Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).**
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.**

Detail Supplier’s strategies under these options when responding to a solicitation.

Hyland takes exception to this section as it seeks to impose obligations on Hyland beyond the scope of the ESC/OMNIA relationship. Hyland cannot be in a position where Hyland is subject to contractual obligations, reporting or otherwise, for its commercial sales that do not involve the ESC/OMNIA relationship.

ii The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror’s response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.





This is acceptable, subject to the parties’ execution of a mutually acceptable final and binding agreement which may include mutually acceptable revisions to such terms. For your reference, a form of Hyland’s standard licensing and support agreement has been included in Tab 6 – Additional Required Documents under [e. Any additional agreements Offeror will require Participating Agencies to sign, Sample Agreements](#) on page 46.



a. OMNIA Partners documents (Appendix D)

iii **Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.**

Note: Double-click the document icon below to open and view all pages. For hard copy full documents immediately follow.

EXHIBIT F – FEDERAL FUNDS CERTIFICATIONS	 Exhibit F
EXHIBIT G, DOC 1 – OWNERSHIP DISCLOSURE FORM	 Exhibit G, Doc 1
EXHIBIT G, DOC 2 - NON-COLLUSION AFFIDAVIT	 Exhibit G, Doc 2
EXHIBIT G, DOC 3 - AFFIRMATIVE ACTION AFFIDAVIT	 Exhibit G, Doc 3
EXHIBIT G, DOC 4 - POLITICAL CONTRIBUTION DISCLOSURE FORM	 Exhibit G, Doc 4
EXHIBIT G, DOC 5 - STOCKHOLDER DISCLOSURE CERTIFICATION	 Exhibit G, Doc 5
EXHIBIT G, DOC 6 - CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN	 Certification of Non-Involvement
EXHIBIT G, DOC 7 – NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (HYLAND CERTIFICATE OF GOOD STANDING)	 Hyland Certificate of Good Standing

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES NR Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES NR Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES NR Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES TBR Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES TBR Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES TBR Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES *NSK* Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES *NSK* Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES *NSK* Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES *NSK* Initials of Authorized Representative of offeror

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES TBL Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES TBL Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..

Does Vendor agree? YES TBL Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES TBL Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES TBL Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES TBL Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Hyland Software, Inc.

Address, City, State, and Zip Code: 28500 Clemens, Rd. Westlake, OH 44145

Phone Number: (440) 788-5468 Fax Number: (440) 788-5100

Printed Name and Title of Authorized Representative: Noreen Kilbane, EVP, Chief Administrative Officer

Email Address: Noreen.Kilbane@Hyland.com

Signature of Authorized Representative:  Date: 08/05/2019

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Hyland Software, Inc.

Street: 28500 Clemens Rd.

City, State, Zip Code: Westlake, OH 44145

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Noreen Kilbane, an authorized representative of Hyland Software, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
HSI Holding II, Inc. a Delaware corporation, owns 100% of the stock of Hyland Software, Inc.		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

08/05/2019
Date

Noreen Kilbane

EVP, Chief Administrative Officer
Authorized Signature and Title

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Hyland Software, Inc.

Street: 28500 Clemens Rd.

City, State, Zip Code: Westlake, OH 44145

State of Ohio

County of Cuyahoga

I, Noreen Kilbane of the Westlake
Name City

in the County of Cuyahoga, State of Ohio
of full age, being duly sworn according to law on my oath depose and say that:

I am the EVP, Chief Administrative Officer of the firm of Hyland Software, Inc.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

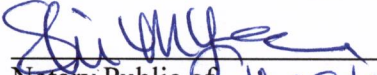
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Hyland Software, Inc.
Company Name


EVP, Chief Administrative Officer
Authorized Signature & Title

Subscribed and sworn before me

this 5 day of August, 2019


Notary Public of the state of Ohio
My commission expires October 30, 2021

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Hyland Software, Inc.

Street: 28500 Clemens Rd.

City, State, Zip Code: Westlake, OH 44145

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302) X

Hyland Exception: Hyland Software does have an Affirmative Action Employee Information Report, but we do not share our plans externally. Therefore, Hyland Software has not signed the Mandatory Affirmative Action Language on the following page.

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the X
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

08/05/2019

Date



EVP, Chief Administrative Officer

Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE


C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
 Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
 no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	Hyland Software, Inc.		
Address:	28500 Clemens Rd.		
City:	Westlake	State: OH	Zip: 44145

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



 Signature

Noreen Kilbane

 Printed Name

EVP, Chief Administrative Officer

 Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
Not Applicable			\$

Check here if the information is continued on subsequent page(s)

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship


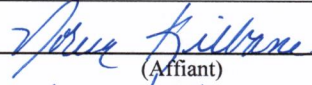
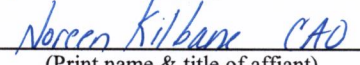
Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
HSI Holdings II, Inc. a Delaware corporation, owns 100% stock of Hyland Software, Inc.	
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>5</u> day of <u>August</u> , <u>2019</u>	 _____ (Notary Public)
My Commission expires: <u>October 30, 2021</u>	 _____ (Affiant)  _____ (Print name & title of affiant) (Corporate Seal)

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____

Bidder/Offeror: Hyland Software, Inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Noreen Kilbane

Signature: *Noreen Kilbane*

Title: EVP, Chief Administrative Officer

Date: 08/05/2019

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

**HYLAND SOFTWARE, INC.
0100898865**

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Ohio Foreign For-Profit Corporation was registered by this office on February 24, 2003.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

*CORPORATION SERVICE COMPANY
PRINCETON SOUTH CORPORATE CTR
STE 160, 100 CHARLES EWING BLVD
EWING, NJ 08628*



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
25th day of July, 2019*

*Elizabeth Maher Muoio
State Treasurer*

Certificate Number : 6099271533

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

iv Describe how Offeror responds to emergency orders.

Hyland will work with customers at the task order level to expedite orders when necessary.

Hyland offers a standard maintenance program that includes 24x7 support of all licensed software. Customer requirements for enhanced response can include on-call, on-site presence and specified error correction, and solution support time frames. Premium support services are contracted under service level agreements. In addition, database verification and database administration services can be negotiated as addendums to standard and premium support services. All maintenance offers 24x7 support, upgrade support, fixes, and new releases. Support is extended to a free instance for testing and development.

v What is Offeror's average Fill Rate?

Fill Rate is not applicable to software or related services.

vi What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Hyland provides software licenses immediately upon processing a customer's Purchase Order. Our services offerings are timely, and provided as requested by the customer and as outlined and agreed upon in the Services Proposal.

vii Describe Offeror's return and restocking policy.

Pursuant to the terms of Hyland's standard Master Software License, Services and Support Agreement, Hyland offers a performance warranty on the software, which provides that, during the warranty period, the software will perform in accordance with the applicable documentation. During this warranty period, you are permitted to use the software in any type of environment that you deem appropriate (i.e., production or non-production) and are permitted to test the software using any testing criteria that your organization deems appropriate. In the event a non-conformity is found during such warranty period and you notify Hyland of the same, Hyland will repair/replace the non-conforming software (at no additional charge). In the event that Hyland is unable to make such repair or deliver a replacement, Hyland will refund any applicable software license fees to you. Please note that in the event a non-conformity arises after the expiration of the warranty period, Hyland will work to correct any such non-conformities as part of your purchase of annual maintenance and support.

viii Describe Offeror's ability to meet service and warranty needs.

Hyland has 25+ years of experience working with different solutions. There are more than 600 resources delivering solutions and/or redefining project methodologies and providing support to those directly in the field in Hyland Global Services, as well as the support of the entire Technical Support, Quality Assurance, and Development teams. The combination of these resources brings enormous amount of knowledge to our customer's solution, whether it be business cases, or technical detail, down to software code for enhancements. Hyland Global Services has direct experience across multiple industries, as well as extensive back office knowledge which crosses all industries.

Pursuant to the terms of Hyland's standard Master Software License, Services and Support Agreement, Hyland offers the following 60-day warranty on the software: For a period of sixty (60) days from the date that license codes or a certificate necessary for a user to activate the software for production use have been delivered to such user, Hyland warrants to user that the software, when properly installed and properly used, will function in all material respects as described in the user documentation.

ix Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Hyland Technical Support is available 24/7, excluding major US holidays (New Year's Day, July 4th, Thanksgiving Day, and Christmas Day). We will provide production emergency support via our after-hours paging system during the observed holidays. In cases where Technical Support is closed, or all analysts are busy assisting others, you will be asked to leave a voicemail with your name, company name, and a phone number where you can be reached. The support analyst on-call will be paged and will respond within a reasonable amount of time (usually within 20 minutes, but not more than three hours).

Hyland Technical Support offers multiple self-service and assisted support opportunities to assist customers in resolving issues being experienced with their implemented Hyland technology solution.

Self-service support

Product documentation and a knowledge base are available on the online support portal for customers to grow their expertise as well as to research and resolve issues without the need to engage the Technical Support team directly. Technical Support knowledge team members are continually contributing robust technical content to ensure the knowledge base is a relevant and dynamic reference repository.

Additionally, the functionality of the online support portal provides a superior and tailored online experience that empowers users to:

- Create, update and view the status of support issues
- Securely download software and utilities
- Search the online product documentation
- Search the knowledge base for solutions to common technical issues
- Review training course schedules, outlines and agendas
- Access available e-learning modules for self-study
- Keep informed of the latest Hyland technology announcements
- Access user-driven, peer forums and user groups focused on technologies, solutions and industries

Assisted support

Technical Support is focused on compressing the time frame from issue inception to resolution while providing a remarkable support service experience. In support of this goal, we deliver support via a strategic, multi-layered approach:

- Hyland Technical support is readily accessible through two channels: online support portal or phone for high-impact issues.
- Support requests submitted via the support portal are routed to an available and knowledgeable Technical Support resource with the proper alignment of experience and product expertise to resolve each specific issue.
- High impact issues reported by phone are addressed based on the product and scope of impact.

- The assigned Technical Support resource works directly with you, following up as often as needed based on the nature of your issue to drive issue resolution.
- A Technical Support success advisor is engaged for any concerns related to the delivered support experience, and assists with any non-technical support requests. The success advisor monitors issue progress, engages additional Hyland resources and communicates with the customer as needed until the issue is resolved.
- The Technical Support analyst team has direct access to Research & Development for assistance with software errors. For solution related issues, the analysts work with the Global Services team to provide resolution.
- Technical Support management is notified of issues that have an acute business impact in your environment so they can provide any additional resources that may be necessary to resolve the issue.

x Describe Offeror's invoicing process.

Purchase Orders are received by Hyland typically via email, and are processed by the Hyland Order Processing team. This team ensures Contract pricing is adhered to when the order is entered into Hyland's internal order management system. The orders are then forwarded to the Licensing and Invoicing teams within Hyland's Finance department. The Licensing team is responsible for issuing any new licenses and the Invoicing team is responsible for generating an invoice for the customer. The Finance department is responsible for ensuring invoices are paid by following up and tracking any additional contractual invoicing requirements for each customer with the use of our Workday system.

xi Describe Offeror's contract implementation/customer transition plan.

Hyland uses a number of internal and third party solutions to manage customer information and contracts. Hyland uses Salesforce as its primary CRM. Hyland's particular Salesforce instance uses an account flag to identify the purchasing contracts used by each customer. When customers choose to use the OMNIA Partners Contract, Hyland's Government Contracts team will update the account flag accordingly in Salesforce. This account flag will then permit access to Contract pricing for generating quotes through the use of the Configure Price Quote (CPQ) tool. The account flags also serve as a checkpoint for terms tracking when Purchase Orders (POs) are submitted to our Order Processing team. Once POs are processed and entered into our system, the orders are sent to the Licensing and Invoicing teams to issue licenses and invoices as applicable. Invoices are generated through Workday. Workday notes and term tracking features allow us to reference Contract pricing and terms effectively on the backend as well. As soon as the customer's account is set up to reflect the OMNIA Partners contract in Salesforce, the rest of our system provides much of the transition and contract implementation processes automatically.

xii Describe the financial condition of Offeror.

Hyland is recognized as a leader in Content Services Platforms. Our software solution suite enables organizations to capture, manage, access, integrate, measure and store content, processes and cases with employees, business partners, customers and other constituents, deployed on-premises or in the cloud. Our software is sold directly to end users as well as indirectly through a channel of solution providers made up of value-added resellers and original equipment manufacturers. We also perform a broad set of services related to our software including hosting, consulting, implementation, education, project management and other services. We have provided software and services to more than 20,000 organizations in 103 countries, making Hyland one of the largest independent content services vendors in the world.

Hyland is a high-value, low-risk company built on stability and focus, as evidenced by our industry leading customer retention rates and year-after-year double-digit growth. Our compound annual revenue growth rate since 2007 is 20%.

We maintain this stability by continually reinvesting in the development of our products. We typically spend approximately 15% of our revenue annually on research and development (R&D) of our product suite. In 2018, we spent \$107.6 million on R&D.

Financial statements can be made available upon the execution and return of an appropriate non-disclosure agreement.

xiii Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Hyland does not permit electronic ordering due to the sophisticated nature of our software solutions and services offerings. Customers should work with their existing Account Managers to address questions relating to product or technical information, as well as ordering, returns, and reporting. Prospective customers can connect with Hyland's Government Contracts team at governmentcontracts@hyland.com for more information.

xiv Describe the Offeror's safety record.

Hyland has various safety/security policies and programs in place, in the way of a Disruption Action Plan, Safety Task Force Team, Safety Captain Team, etc. These policies can be provided upon request. As far as a safety record or log, incidents are tracked in the event there is a campus safety incident.

xv Provide any additional information relevant to this section.

None at this time.

TAB 4 – QUALIFICATION AND EXPERIENCE

i Provide a brief history of the Offeror, including year it was established and corporate office location.

Hyland is a leader in providing software solutions for managing content, processes and cases for organizations across the globe. Founded in 1991, Hyland has enabled customers to digitalize their workplaces and fundamentally transform their operations.

We thrive on new ideas and diverse perspectives. Our mission is to help our employees, customers and partners achieve their full potential. We believe Hylanders can accomplish anything when they have the freedom to innovate, be creative and embrace the future. That, and an intense dedication to our core values, is what our award-winning software is built on.

Our customers continue to see the ongoing value of partnering with us. Hyland is a high-value, low-risk company built on stability and focus, as evidenced by our industry leading customer retention rates and year-after-year double-digit growth. Named one of Fortune's Best Companies to Work For® since 2014, Hyland is widely known as both a great company to work for and a great company to do business with.

Our headquarters is located in Westlake, Ohio. We have 30 office locations and dozens of remote Hylanders in 22 countries around the world. For a complete listing of our office locations visit our website at: www.hyland.com

Additional facts:

- More than 3,300 employees worldwide
- Industry leading customer retention rates
- 15% of revenue is reinvested in ongoing product research and development
- 20% compound annual revenue growth rate since 2007
- Sold direct and through channel – VARs, OEMs and system integrators
- Built and delivered by industry experts in Healthcare, Government, Financial Services, Insurance, Commercial and Higher Education
- Partners with Microsoft®, HP®, Oracle®, SAP®, Infor®, Esri®, Workday®, Konica Minolta, Xerox and CITRIX®

ii Describe Offeror's reputation in the marketplace.

Hyland's content services focus, comprehensive product portfolio and customer-centric culture have enabled our aggressive growth in the information and content management market since our foundation in 1991. According to leading enterprise content management (ECM) industry analyst firms like Gartner's Market Share research (August 2018), Hyland is the fourth largest Content Services Platform (CSP) vendor (in terms of total CSP-related revenue). Additionally, Hyland is the second largest independent CSP vendor (in terms of total CSP-related revenue).

iii Describe Offeror's reputation of products and services in the marketplace.

Hyland has focused its enterprise information platform on content management, process management and case management capabilities for small and midsize businesses (up to 1,000 employees) and mid-tier enterprises (up to 2,500 employees) and increasingly to larger enterprises. Hyland primarily sells directly in select vertical markets including healthcare, government, financial services, insurance, higher education and other commercial industries. Additionally, Hyland leverages its broad channel of value-added resellers and OEM partners to extend into a broader customer base and international markets.

Market activities center on:

- Strong growth in North America but limited market presence in regions other than Latin America; investments have been made in EMEA and Asia / Pacific as well as for the Hyland Cloud, a software as a service (SaaS)-based offering.
- Frequent and focused M&A actions to obtain market-specific technologies, vertical market presence and professional services expertise. In 2017 Hyland acquired the Perceptive business unit from Lexmark, adding 5,000 customers across the globe and a significant range of content services capabilities, including intelligent capture, enterprise search and robust Healthcare EMI offerings.
- Emphasis on customer satisfaction, moderate deployment costs and integration with vertical market-specific vendors.

iv Describe the experience and qualification of key employees.

Just as customers have had a major impact on Hyland's development, without strong management and an employee base that believes in the driving forces behind Hyland, we would not be the elite content management solution that it is today. What once began as a two (2) employee operation has grown to more than 3,100 employees working together to deliver Hyland solutions throughout North America, Latin America, Australia, Europe and Japan.

Hyland's Executive Management team:

Bill Priemer – President, Chief Executive Officer (CEO) - Bill joined Hyland in 1997 as Vice President of Marketing. He became Vice President of Sales and Marketing in 2001, Chief Operating Officer in 2005, and CEO in January 2013. Prior to joining Hyland, Bill worked at FedEx Corporation and at AST Research, a personal computer manufacturer. Bill received a master's degree in Marketing from Northwestern University and undergraduate degrees from Boston College. He was born and raised in Northeast Ohio. While he has lived elsewhere and travels extensively, he is happy and proud to call the Cleveland area home. Bill serves on the boards of John Carroll University and of BVU: The Center for Non-Profit Excellence. He has been a member of Vistage International since 2010.

Chris Hyland – Executive Vice President (EVP), Chief Financial Officer (CFO) - Chris joined Hyland in 1992 and has served on the Board of Directors since 1993 and as Chairman of the Board since 2002. He has been the Executive Vice President since 2001 and Chief Financial Officer and Treasurer since 1994. He serves on the Board of Directors of University Hospitals Cleveland Medical Center and is a member of the Board of Directors of the Cuyahoga Community College Foundation. He is a member of the National Association of Corporate Directors. Chris earned his bachelor's degree in Economics from Ohio Wesleyan University.

Ed McQuiston – Executive Vice President (EVP), Chief Commercial Officer - Ed joined Hyland in 2001 as the Director of Healthcare Solutions. In 2016, he was promoted to Senior Vice President of Global Sales & Marketing. Having served as Vice President of Global Sales since 2012, Ed took on the responsibility of aligning Marketing and Sales in support of Hyland's global expansion. In 2017, Ed was promoted to Executive Vice President & Chief Commercial Officer. His tenure at Hyland and extensive knowledge of Hyland solutions helps support and expand Hyland's strategic initiatives. With more than 20 years of experience in the information management and advanced capture industries, Ed focuses on collaborating Hyland's global sales and marketing programs and vertical-specific initiatives with worldwide trends, positioning Hyland as the go-to vendor for information management solutions. He serves on the Board of Directors for the Association for Information and Image Management (AIIM).

John Phelan – Executive Vice President (EVP) & Chief Product Officer - John began his career at Hyland in 1999 as a Quality Assurance Representative. As the company began delivering Workflow services, he joined what would become the Professional Services group, where he consulted and managed for 10 years. In 2011, John became the Vice President of Information Systems when Hyland was looking to bring a stronger business perspective to its own internal IT. John led the team through significant growth and acquisitions. In August of 2017, he returned to Research and Development as the Vice President of R&D Operations. As EVP & Chief Product Officer, he brings a wealth of experiences as he leads Hyland's efforts to support the development of products and solutions.

Noreen Kilbane – Executive Vice President (EVP) & Chief Administrative Officer - Noreen Kilbane joined Hyland in 1993 and has been a part of several departments throughout the years. She was appointed Senior Vice President of Administration in March 2016, and in 2017 was promoted to Executive Vice President & Chief Administrative Officer. Her role in Operations has allowed her to develop and implement processes to make the Accounting department more effective and efficient. Noreen received her B.A. in Accounting from Baldwin-Wallace University.

Tim Pembridge – Executive Vice President (EVP) & Chief Risk Officer - Tim Pembridge joined Hyland in 2001 and currently serves as Executive Vice President & Chief Risk Officer. Tim manages the company's legal affairs and maintains its corporate records. Prior to joining Hyland, Tim was a shareholder with Nischwitz, Pembridge & Chriszt Co., L.P.A. from 1996 to 2001, and a partner with Calfee, Halter & Griswold LLP from 1990 to 1995. Tim received a J.D. from Cornell Law School in 1982 and a B.S. in Environmental Resource Management from Allegheny College in 1979. He is a member of the Association of Corporate Counsel and the Cleveland Bar Association.

Hyland Technical Support:

All employees hired into a technical position at Hyland start their career with four weeks of OnBase training through our Education Services department. Upon successful completion of that training, technical support staff receive an additional four weeks of training within Hyland Technical Support's internal training team before being assigned to their permanent team.

Continuing education in the many technologies that our customers depend on is a priority within the team. Technical Support team members are encouraged to enhance their skills by learning new technologies either on their own or by attending company- sponsored technology training throughout the year.

In addition to ongoing technical training, team members meet regularly to discuss all aspects of providing an exceptional support experience for our global customer base. Meetings are held to thoroughly understand customer needs, review specific issues customers are experiencing, ensure support experience quality assurance efforts are being delivered as desired, provide accurate issue documentation and ensure support delivery is timely and delivers maximum value for our customers.

Hyland's Professional Services team:

Professional Services – The Hyland Professional Services Group is comprised of Workflow and Case Management Business Consultants who have an average of 8 years' service as technical professionals. This group works directly with customers to analyze business processes and implement solutions using the Hyland product suite with a specific focus on Workflow processing and Case Management applications. These business process automation solutions are the key to realizing organizational and business process efficiencies and maximum ROI of the Hyland software.

The Professional Services Group gathers and documents business process requirements, designs and implements Hyland software solutions, trains users and administrators and supports production go-live. As well, the Professional Services Group provides recommendations on best practices and industry standards related to solution implementations. The Professional Services Group implements both enterprise level solutions across major vertical markets, as well as departmental solutions.

Implementation Services – The Hyland Implementation Services Group is comprised of professional certified Hyland Technical Consultants who have the knowledge and experience necessary to deploy Hyland solutions.

Technical Consultants design, configure and train on almost every Hyland installation performed by Hyland. A Technical Consultant's primary focus typically lies with the core implementation of Hyland, which includes the base installation and setup of all infrastructure related areas (e.g. OnBase database/file/web servers, etc.). The Technical Consultant is also responsible for designing and configuring the optimal document and keyword taxonomy, methods for processing or ingestion of documents, as well as identifying end user needs for access and retrieval of stored documents.

Our Implementation Services Group average 7 years of practical experience in technical consultation as well as general software installation and support. Collectively, the Implementation Services Group has deployed thousands of solutions, while also managing many other engagements for expansions and upgrades, just to name a few. Our expertise lies across multiple vertical markets, as well as with specific solutions and applications. Technical Consultants play a pivotal role in just about every engagement and ultimately contribute to the direct success of each and every project.

Project Management – Hyland Global Services Project Management is comprised of a group of professional Project Managers, Consultants, and Practice Leaders who have accumulated an average of 10 years of service as technical professionals with specific expertise in project management. The project management professionals have facilitated and managed many enterprise level implementations across multiple vertical markets where they have directly contributed to project success by providing expertise in budget management, project communication, resource management and scheduling, project planning and tracking, scope definition and control, and solution requirements definition.

Enterprise Solutions – The Hyland Enterprise Consulting Group is dedicated to providing enterprise planning services, strategy and support for project sponsors and customer management teams. Enterprise Consultants have an average 10 years ECM and management consulting experience.

The Enterprise Consulting Group provides services for ensuring organizations understand all the requirements for an enterprise solution. This includes performing comprehensive reviews of current state deployments and future state requirements, cost-benefit analyses, infrastructure assessments, individual solution assessments and change management practices.

The Enterprise Consulting Group also provides strategic consulting and advising on a number of core enterprise planning topics such as records management, taxonomy and classification, conversion strategies, quality control, support and team building, governance and change management. Following a proven methodology, along with Lean and Six Sigma tools, discovery is performed at all organizational layers to best understand goals, challenges, needs, and bottlenecks to help organizations discover the value in working smarter every day.

Education Services – The Hyland Education Services Group is dedicated to helping partner organizations achieve competency in their role as designers, developers, implementers, and supports of world-class Hyland solutions. Hyland’s training programs provide meaningful, relevant, and timely instruction that matches capabilities to learners’ roles. Hyland provides classroom, online, self-paced, video, conference, and e-learning education programs that ensure ECM professionals help customers realize the full potential of their investment.

Hyland’s education programs create a comprehensive and complete experience for partner organizations. The programs are dedicated to ensure the success of professionals who are ultimately responsible for the success of a Hyland implementation. Hyland is dedicated to guiding individuals to understand, learn, and grow their expertise and realize the full benefits a Hyland solution can provide to their customers in a fashion that meet best practice guidelines, is supportable, and will scale as the solution expands across the organization.

v Describe Offeror’s experience working with the government sector.

Hyland has been selling into the government sector since inception in 1991. Our solutions offer faster, affordable content services platform for every level of government. Hyland understands the challenges of modernization, tight budgets, and constituent needs. We have more than 2,300 government customers today. Our solutions allow for an easily-sustainable foundation that’s scalable across any government organization as it evolves.

More than 20 years ago, Hyland applied for and received its first General Services Administration (GSA) Schedule 70 contract, which was managed successfully for its entire term. Hyland rebid and was awarded a second contract with GSA in 2016, which has been successfully implemented and managed since its award. Additionally, Hyland has experience managing and reporting on multiple national and state term contracts, as outlined above, and we’re in the process of implementing a brand new NASPO ValuePoint Cloud Solutions contract. All of the cooperative procurement vehicles held by Hyland today can be used to support customers in various levels government.

vi Expertise working with the public sector and understanding of the unique technical and regulatory requirements

Hyland has more than 28 years' experience working in the public sector. Our government customers now number more than 2,300 and our higher education vertical accounts for more than 9,900 customers today. Our public sector solutions deliver all the information customers need in the context or core systems integrations, within budget. Many of Hyland's solutions were designed with the public sector in mind. Our software reduces cost, development time and departmental siloes by rapidly creating content-enabled solutions with low-code application

In addition, Hyland has experience managing and reporting on many federal, state, and national cooperative contracts. We have a Government Contracts team in place at Hyland. This team's responsibility is to manage the day-to-day operations of procurement vehicles. These responsibilities include being a resource for internal and external inquiries surrounding public procurement, managing pricelists and discount procedures, educating partner and customers about public procurement, and being a liaison for customers, managing agencies, and sales/marketing teams. Government Contracts' role is generally defined as providing subject matter expertise to Hyland and its customers through a robust understanding of technical and regulatory requirements.

vii License to do business in all 50 states

Yes.

viii Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Although Hyland has been involved in litigation, no litigation exists that would impact Hyland's ability to provide the products or services proposed in Hyland's RFP response.

Hyland has not declared bankruptcy or reorganized in the past and is not currently involved in either activity.

Cuyahoga County, Ohio is a customer of Hyland Software, Inc. In 2018, Hyland Software, Inc. received several subpoenas from the Cuyahoga County Prosecutor's office in connection with that office's investigation of public corruption issues involving personnel of the Cuyahoga County Information Technology department. To date, Hyland has received multiple grand jury subpoenas for the production of documents, other informal requests for documents and employee interviews, and has also had employees testify before the grand jury. Hyland has been cooperating with the investigation. Hyland has been advised by prosecutors that it may be a subject of one aspect of the investigation, associated with the extension by a Hyland employee of an offer to one employee of Cuyahoga County to attend an executive dinner sponsored by Hyland to which multiple customers were invited.

a. References

ix Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Hyland encourages prospective customers to engage our current customers to hear for themselves why Hyland is an industry leader. However, in order to respect the privacy and time demands of our existing customers, Hyland has instituted strict controls regarding dissemination of specific customer information including individual contact details. We have included the following customer information for your reference. We ask that you be respectful of their time and contact them in advance to schedule a call.

Hyland considers the requested information to be confidential and therefore it has been redacted.

x Provide any additional information relevant to this section.

Customer references provide a testament to our ability to provide an industry-leading, flexible, yet easy to use document management solutions.

TAB 5 – VALUE ADD

i Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Hyland offers the following value-added services to our customers when requested:

Imaging Services - Hyland Imaging Services allows you to concentrate on creating new solutions to business problems while letting your users get more work accomplished faster. Outsourcing your imaging and indexing needs to Hyland increases the value and effectiveness of your solution by reducing the time it takes to process work. Your staff has more time to focus on and meet your core business objectives while we handle your imaging needs.

LawLogix, a division of Hyland - LawLogix solutions allow organizations to become and stay I-9 compliant in a world of ever changing compliance regulations. Using an automated compliance system ensures that an organization can reach their compliance goals in the most cost-effective manner possible.

TAB 6 – ADDITIONAL REQUIRED DOCUMENTS

Per the RFP requirements the requested documents have been included on the following pages.

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

Hyland Exception: *Hyland Software declares the following pages to be exempt from disclosure under the Public Information Act per sections 552.102 and 552.110 of the Texas Public Information Act:*

- *Tab 2 –Products/Pricing; attached Price List*
- *Tab 4 – Qualifications and Experiences; attached References document, all pages and lines*
- *Tab 6 – Additional Required Documents; attached Master Agreements, all pages and lines*

08/05/2019
Date

Debra B. Killbren
EVP, Chief Administrative Officer
Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, to my knowledge, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, to my knowledge, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

Hyland Software, Inc.

Contact



Signature

Noreen Kilbane

Printed Name

EVP, Chief Administrative Officer

Position with Company

Address

28500 Clemens Rd.

**Official
Authorizing
Proposal**



Signature

Noreen Kilbane

Printed Name

EVP, Chief Administrative Officer

Position with Company

Phone

(440) 788-5468

Fax

(440) 788-5100

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Noreen Kilbane, as an authorized representative of

Hyland Software, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

08/05/2019
Date

**e. Any additional agreements Offeror will require
Participating Agencies to sign**

Sample Agreements

HYLAND MASTER AGREEMENT

This Master Agreement consists of this document and the following attached schedules (collectively the “Agreement”):

- Initial Purchase Table Schedule
- General Terms Schedule
- Software License Schedule – Perpetual
- Maintenance and Support Schedule
- Hosting Only Schedule
- Professional Services Schedule

All products or services which may be licensed or purchased by Customer from Hyland from time to time under a schedule shall be governed by this Agreement (including any Services Proposal that may be entered into under this Agreement). Customer specifically represents and warrants to Hyland that Customer has read and understands all of the terms and conditions contained in this Agreement prior to entering into this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

“CUSTOMER”

“HYLAND

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Tax Information:

Hyland Legal

___ (1) Exempt (Provide Tax Exemption Form)

Approved By:

___ (2) Non-Exempt

Date:

INITIAL PURCHASE TABLE SCHEDULE
PURCHASE TABLE (HOSTING FEES – PERPETUAL)

INITIAL SOFTWARE LICENSED:		SOFTWARE LICENSE FEES	
SOFTWARE TOTAL:			\$

FIRST TERM ANNUAL MAINTENANCE AND SUPPORT FOR INITIAL SOFTWARE LICENSED:	INITIAL ANNUAL MAINTENANCE FEES
An initial term of twelve (12) months of Maintenance and Support is required:	
MAINTENANCE TOTAL: \$	

INITIAL COMPONENTS OF HOSTED SOLUTION										
Initial Software Licensed:										
<table border="1"> <thead> <tr> <th> </th> <th align="right">Quantity</th> </tr> </thead> <tbody> <tr> <td>Encrypted Disk Groups</td> <td align="right">1</td> </tr> <tr> <td>Encrypted Alpha Keywords</td> <td align="right">1</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		Quantity	Encrypted Disk Groups	1	Encrypted Alpha Keywords	1				
	Quantity									
Encrypted Disk Groups	1									
Encrypted Alpha Keywords	1									
Initial Service Class Package: _____										
Initial data storage allocation: _____ terabytes										
Initial data center location: Primary: US Secondary: US										

INITIAL FEES FOR INITIAL COMPONENTS OF THE HOSTED SOLUTION:	
	Hosting Fees
Year 1	\$/year
Year 2	\$/year
Year 3	\$/year
Initial Hosted Solution setup and activation	Initial Set Up Fees
	\$

GENERAL TERMS SCHEDULE

This General Terms Schedule (“General Terms” or “General Terms Schedule”) includes terms that will apply to any product license or service you purchase from Hyland under another Schedule that is made a part of this Agreement. Other Schedules will have more specific terms relevant to the product licensee or service governed by that Schedule. The Defined Terms in Section 9 of these General Terms define the terms used throughout these General Terms as well as the Schedules.

1. TERM; TERMINATION; SURVIVAL OF PROVISIONS AFTER EXPIRATION OR TERMINATION.

1.1 **Term.** This Agreement shall have a term commencing on the Effective Date, and will continue until all Schedules have been terminated in accordance with their terms.

1.2 **Termination.**

1.2.1 *By Customer.* Except as otherwise stated in a Schedule, Customer may terminate any Schedule for any reason or for no reason, upon not less than thirty (30) days advance written notice to Hyland to such effect.

1.2.2 *By Either Party.* Either party may terminate this Agreement in its entirety or any Schedule, effective immediately upon written notice to the other party, if the other party has committed a breach of a material provision of this Agreement or any Schedule 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; provided, that Hyland shall not be required to give Customer any opportunity to cure any breach in the case of a Prohibited Act or breach of the U.S. Government End User section of a Software License Schedule or Software License and Maintenance Schedule – Subscription or a SaaS Schedule, each of which are considered for all purposes to be material provisions of this Agreement.

1.2.3 *Termination of General Terms Schedule.* Notwithstanding the foregoing, this General Terms Schedule will terminate when and only if all other Schedules have been terminated.

1.3 **Certain Effects or Consequences of Termination; Survival of Certain Provisions.**

1.3.1 *Generally.* Any termination of this Agreement or any Schedule will not discharge or otherwise affect any pre-termination obligations of either party existing under this Agreement at the time of termination, including Customer’s obligation to pay to Hyland all fees and charges accrued or due for any period or event occurring on or prior to the effective date of termination or expiration of this Agreement or the applicable Schedule; and all liabilities which have accrued prior to the date of termination shall survive.

1.3.2 *Survival of Certain Obligations.* All provisions of this Agreement or of an applicable Schedule, which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to all sections of these General Terms (except Section 8.12).

1.3.3 *Termination of a Schedule.* If a Software License Schedule - Perpetual or a Software License and Maintenance Schedule – Subscription or a SaaS Schedule is terminated in accordance with its terms, then this entire Agreement will terminate with respect to the Software licensed under such Schedule. Otherwise, termination of a Schedule will not affect the remaining Schedules.

2. PAYMENT TERMS.

2.1 **Purchase Orders.** Customer acknowledges and agrees that, when this Agreement is signed by both parties, the parties will treat this Agreement as: (a) Customer’s written purchase order for the matters described in the Initial Purchase Table Schedule, and (b) Hyland’s acceptance of such purchase order.

2.2 **Invoicing.** All invoices shall be sent electronically by Hyland to Customer to the attention of “Accounts Payable,” or to such other person or department as Customer may specify from time to time by written notice to Hyland. In the event any invoice contains a billing error which is discovered by Hyland, Hyland may issue a new invoice to correct the error.

2.3 **General Payment Terms.** So long as Customer is not in default of any payment obligations under this Agreement (including any Services Proposal), except as otherwise provided in this Agreement, Customer shall pay in full each invoice issued hereunder net thirty (30) days from the date of Customer’s receipt of such invoice.

2.4 **Taxes and Governmental Charges.** All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on Hyland’s income). In the event Customer is required by law to withhold taxes, Customer agrees to furnish Hyland all required receipts and documentation substantiating such payment. If Hyland is required by law to remit any tax or governmental charge on behalf of or for the account

of Customer, Customer agrees to reimburse Hyland within thirty (30) days after Hyland notifies Customer in writing of such remittance. Customer agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of Customer, where such certificates are applicable.

2.5 **Resolution of Invoice Disputes.** If, prior to the due date for payment under any invoice, Customer notifies Hyland in writing that it disputes all or any portion of an amount invoiced, both parties will use reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any amount remains disputed in good faith after such (30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties' executive managers are unable to resolve the dispute within ten (10) calendar days of such meeting, either party thereafter may file litigation in a court of competent jurisdiction under Section 8.1 of these General Terms to seek resolution of the dispute.

2.6 **Certain Remedies For Non-Payment or For Late Payment.** At the election of Hyland, exercisable by written notice to Customer, any past due amounts (except those amounts properly disputed in accordance with Section 2.5 of these General Terms) under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts invoiced hereunder (except those amounts properly disputed in accordance with Section 2.5 of these General Terms), which default continues unremedied for at least thirty (30) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any services under this Agreement or any Services Proposal, including the delivery of any Upgrades and Enhancements to Customer, unless and until such default shall have been cured.

2.7 **U.S. Dollars; Delivery of Hasps and CDs.** All fees, costs and expenses under this Agreement shall be determined and invoiced in, and all payments required to be made in connection with this Agreement shall be made in, U.S. dollars. Delivery of CDs, if any, shall be F.O.B. Hyland's offices in Westlake, Ohio, USA.

2.8 **Training.** Hyland offers training courses to Customer and its employees as described on Hyland's training web portal (currently, <https://training.onbase.com>). Training fees for such courses shall be determined at Hyland's retail prices in effect at the time Customer registers for training. Hyland shall invoice Customer for applicable training fees upon Customer's registration for each training course and such invoice shall be due and payable in accordance with Section 2.3 above. In the event that Customer prepaids for training, then such prepaid training shall expire twelve (12) months from the date Hyland accepts Customer's purchase order for such training.

3. CONFIDENTIAL INFORMATION.

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

3.2 Each party agrees that, with respect to the Confidential Information of the other party, or its affiliates, such party as a recipient shall use the same degree of care to protect the other party's Confidential Information that such party uses to protect its own confidential information, but in any event not less than reasonable care, and not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 3 committed by any of such party's employees, agents, consultants, contractors or representatives.

4. OWNERSHIP AND PROHIBITED CONDUCT.

4.1 **Ownership.** Hyland and its suppliers own the Software, Work Products, Documentation and Innovations, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the foregoing. The Software, Documentation, and Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software, Innovations or Work Products are transferred to Customer. Customer agrees to take all reasonable steps to protect all Work Products and Innovations, and any related Documentation, delivered by Hyland to Customer under this Agreement from unauthorized copying or use. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software or Work Products, except for the limited express rights granted in a Software License Schedule – Perpetual or a Software License and Maintenance Schedule – Subscription or a SaaS Schedule. Customer acknowledges and agrees that, with

respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software, and Hyland's policies respecting Upgrades and Enhancements (including but not limited to its release process). THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

4.2 Prohibited Acts. Customer agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear on or during the use of the Software, Work Products, Documentation or Third Party Software; (b) sell, transfer, rent, lease or sublicense the Software, Work Products, Documentation, Third Party Software, or Third Party Software documentation to any third party; (c) except as expressly permitted with respect to Work Products, alter or modify the Software, Work Products, Documentation or Third Party Software; or (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Software, Work Products, Documentation or Third Party Software, or prepare derivative works therefrom.

5. DISCLAIMER OF WARRANTIES.

5.1 EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN THE SCHEDULES MADE PART OF THIS AGREEMENT, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, HOSTED SOLUTION (INCLUDING ANY SOFTWARE OR HARDWARE), WORK PRODUCTS, INNOVATIONS, INFORMATION, MAINTENANCE AND SUPPORT, HOSTING SERVICES, PROFESSIONAL SERVICES OR ANY OTHER SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SERVICES PROPOSAL. HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT, HOSTING SERVICES, PROFESSIONAL SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN A HOSTING SCHEDULE, HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

5.2 CUSTOMER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, WORK PRODUCTS, MAINTENANCE AND SUPPORT, HOSTING SERVICES AND PROFESSIONAL SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

5.3 HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE OR WORK PRODUCTS USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE AND WORK PRODUCTS "AS IS."

5.4 No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

6. LIMITATIONS OF LIABILITY.

6.1 EXCEPT AS PROVIDED IN SECTION 6.3 BELOW, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY (INCLUDING IN THE CASE OF HYLAND, ITS SUPPLIERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY TYPE OF CLAIM FOR LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, WORK PRODUCTS OR SERVICES, OR LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, EXPENSES OR COSTS.

6.2 EXCEPT AS PROVIDED IN SECTION 6.3 BELOW, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, HYLAND AND ITS SUPPLIERS' MAXIMUM LIABILITY ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED: (A) WITH RESPECT TO ALL CLAIMS ARISING OUT OF A CUSTOMER DATA INCIDENT (AS DEFINED WITH RESPECT TO A HOSTING SCHEDULE – PERPETUAL OR SOFTWARE-AS-A-SERVICE SCHEDULE), THREE (3) TIMES ALL FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO HYLAND AS DESCRIBED IN THIS AGREEMENT DURING THE YEAR IN WHICH SUCH CUSTOMER DATA INCIDENT OCCURRED; AND (B) WITH RESPECT TO CLAIMS BASED UPON ALL OTHER MATTERS, THE AMOUNT OF FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO HYLAND AS DESCRIBED IN THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY OF THE FOREGOING, IN NO EVENT SHALL MICROSOFT, AS A SUPPLIER TO HYLAND

OF THIRD PARTY SOFTWARE BUNDLED WITH THE SOFTWARE LICENSED UNDER THIS AGREEMENT, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS (\$5.00).

6.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS OF SECTIONS 6.1 AND 6.2(B) ABOVE, AS APPLICABLE, SHALL NOT APPLY WITH RESPECT TO: (1) ANY CLAIMS, LOSSES OR DAMAGES OF THIRD PARTIES THAT ARE SUBJECT TO THE RESPONSIBLE PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (2) ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THE RESPONSIBLE PARTY'S BREACH OF SECTION 3 (CONFIDENTIAL INFORMATION) (EXCEPT WITH RESPECT TO CUSTOMER DATA AS DEFINED FOR A HOSTING SCHEDULE – PERPETUAL OR SOFTWARE-AS-A-SERVICE SCHEDULE); OR (3) ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S OR CONTRACTOR'S PROHIBITED ACTS.

6.4 IF CUSTOMER USES THE SOFTWARE IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IS AN ADVISORY DEVICE AND IS NOT A SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF THE CUSTOMER'S USERS OF THE SOFTWARE. IN ADDITION TO THE LIMITATIONS OF LIABILITY PROVIDED IN THE GENERAL TERM SCHEDULE, HYLAND SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OF THE SOFTWARE AS AN ADVISORY DEVICE.

7. **FORCE MAJEURE.** No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 7 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 7 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

8. GENERAL PROVISIONS.

8.1 **Governing Law; Jurisdiction.** This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Cuyahoga County, Ohio.

8.2 **Interpretation.** The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

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

8.4 **Integration.** This Agreement, including any and all exhibits and schedules referred to herein and any Service Proposal, set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges and supersedes all prior agreements, negotiations and discussions between them on the same subject matter. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Customer and Hyland specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any purchase order or other electronic, written or oral communication made from Customer to Hyland are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

8.5 **Notices.** Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered U.S. mail, (B) certified U.S. mail, return receipt requested, or (C) reputable, national overnight courier, in any such case addressed and sent to Hyland at 28500

Clemens Road, Westlake, OH 44145 Attn: General Counsel and to Customer at _____, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

8.6 **Binding Effect; No Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign, transfer or sublicense all or part of this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by a party of this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of such party's assets that assumes in writing all of such party's obligations and duties under this Agreement. Any assignment made without compliance with the provisions of this Section 8.6 shall be null and void and of no force or effect. Customer acknowledges that Hyland and/or any of its affiliates may fulfill any of Hyland's obligations contemplated by this Agreement.

8.7 **Severability.** In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

8.8 **Subcontracting.** Hyland may subcontract all or any part of the services, provided that Hyland shall remain responsible to Customer for the provision of any subcontracted services.

8.9 **Independent Contractor.** The parties acknowledge that Hyland is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing any services.

8.10 **Export.** The Software, Third Party Software, Work Products and Documentation are subject to export control laws and regulations of the United States and other jurisdictions. Customer agrees to comply fully with all relevant export control laws and regulations, including the regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software, Third Party Software, Work Products or Documentation is not exported in violation of United States of America law or the laws and regulations of other jurisdictions. Customer agrees that it will not export or re-export the Software, Third Party Software, Work Products or Documentation to any organizations or nationals in the United States embargoed territories of Cuba, Iran, North Korea, Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. Customer shall not use the Software, Third Party Software, Work Products, or Documentation for any prohibited end uses under applicable laws and regulations of the United States and other jurisdictions, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America and other jurisdictions.

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

8.12 **Marketing and Publicity.**

(a) ***References and Site Visits.*** From time to time, upon the reasonable request of Hyland, Customer agrees to make one or more employees available: (i) for telephone interviews with Hyland and/or third parties, relating to Hyland, the Software, Customer's use of the Software, the benefits Customer has derived from the Software or similar topics; and (ii) to participate in customer site visits. Hyland agrees that it shall reimburse Customer for any out-of-pocket travel, lodging, registration and meals costs and expenses that are incurred by any such employees of Customer in connection with any off site visit if applicable, provided that such costs and expenses are reimbursable in accordance with Hyland's expense reimbursement policies.

(b) ***Press Release.*** Either party may, with prior approval of the other party, prepare and issue a press release referring to the other party and relating to the signing of this Agreement, the scope of the relationship and the Software solution established under this Agreement.

(c) *Case Studies.* Hyland may, with the prior approval of Customer, prepare, publish and distribute, for its sales, marketing and advertising purposes, one or more case studies describing any or all of the applications for which the Software will be used by Customer (e.g., Accounts Payable).

(d) *Limitations.* Except as specifically set forth in paragraphs (a) through (c) above, or as necessary to perform its obligations under this Agreement, neither party shall, without the prior written consent of the other party, use the names, services marks or trademarks of such other party nor the name of any employee of such other party, or reveal the existence of or terms of this Agreement, in any advertising or publicity release or promotional literature.

8.13 Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

8.14 Expenses. Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

8.15 Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this Agreement as it applies to their respective software products.

9. DEFINED TERMS.

9.1 General Defined Terms

“Customer” means _____ (CA TO INSERT CUSTOMER NAME).

“Delivery” means:

(a) in the case of Software: (1) for any Software module included in the initial Software referenced in the Initial Purchase Table Schedule, by the electronic downloading of such Software onto Customer’s systems, or such Software being made available by Hyland to Customer for electronic download onto Customer’s systems from a location identified by Hyland to Customer; or (2) in the case of any later licensed Software module, by the Delivery (in accordance with subparagraph (b) below) by Hyland to Customer of a Production Certificate which includes such Software module; and

(b) in the case of a Production Certificate, by Hyland either shipping (physically or electronically) the Production Certificate to Customer or making the Production Certificate available for electronic download by Customer from a location identified by Hyland to Customer (including through one of Hyland’s authorized solution providers).

“Documentation” means: (a) in the case of the Software: (1) to the extent available, the “Help Files” included in the Software, or (2) if no such “Help Files” are included in the Software, such other documentation published by Hyland, in each case, which relate to the functional, operational or performance characteristics of the Software; or (b) in the case of any Work Product, the Specifications (if any) for the Work Product.

“Effective Date” means (i) as used in these General Terms and any Schedule included in this Agreement upon the initial signing of the Agreement, the date this Agreement is signed by the last party that signs this Agreement, as determined based upon the dates set forth after their respective signatures, and (ii) as used in any Schedule that is added to this Agreement after the Effective Date as described in (i) of this definition, the date that the amendment adding such Schedule is signed by the last party that signs such amendment, as determined based upon the dates set forth after their respective signatures.

“Error” means any defect or condition inherent in the Software which is reported by Customer in accordance with this Agreement and which is confirmed by Hyland, that causes the Software to fail to function in any material respect as described in the Documentation.

“Error Correction Services” means Hyland’s reasonable efforts to correct an Error, which may be effected by a reasonable workaround.

“Initial Maintenance Period” means the twelve (12) month period of Maintenance and Support that begins on the sixtieth (60th) day after the Effective Date of the Maintenance Schedule.

“Innovations” means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of this Agreement (including any Services Proposal).

“Maintenance and Support” means for Supported Software, (i) Error Correction Services; (ii) Technical Support Services; and (iii) the availability of Upgrades and Enhancements in accordance with a Maintenance Schedule or Software License and Maintenance Schedule - Subscription.

“Production Certificate” means: license codes, a license certificate, or an IFM file issued by Hyland and necessary for Customer to activate Software for Customer’s production use.

“Prohibited Acts” mean any action taken by Customer that is: (i) in violation of Section 1 of a Software License Schedule - Perpetual or Section 1, 2 or 3 of a Software and Maintenance Schedule – Subscription or Section 2 of a SaaS Schedule or (ii) contrary to Section 4 of these General Terms.

“Professional Services” means any professional services provided by Hyland under a Services Proposal, including but not limited to those services listed at <https://www.hyland.com/community>. Examples of the services include: (a) installation of the Software; (b) consulting, implementation and integration projects related to the Software, including but not limited to the customized configuration of Software integration modules or business process automation modules; (c) project management; (d) development projects in connection with the integration of Software with other applications utilizing any Software application programming interface (API).

“Resolution” means Hyland provides Customer with a reasonable workaround, correction, or modification that solves or mitigates a reported Error.

“Services Proposal” means either: (a) a written proposal, statement of work or services sales order form issued under a Professional Services Schedule, and which sets forth the Professional Services Hyland will provide to Customer and which is signed by Customer and Hyland; or (b) a purchase order submitted by Customer and accepted by Hyland for Professional Services.

“Software” means: (a) Hyland’s proprietary software products, listed in the Initial Purchase Table Schedule, and other Hyland proprietary software products for which Customer submits a written purchase order to Hyland (or an authorized solution provider) that Hyland accepts and fulfills, including, in each case, third party software bundled by Hyland together with Hyland’s proprietary software products as a unified product; (b) all Upgrades and Enhancements of the software products described in clause (a) which Customer properly obtains pursuant to Maintenance and Support or received under a SaaS Schedule.

“Specifications” means the definitive, final functional specifications for Work Products, if any, produced by Hyland under a Services Proposal.

“Supported Software; Retired Software”. At any particular time during a maintenance period covered by an applicable Maintenance Schedule or Software License and Maintenance Schedule - Subscription: (a) “Supported Software” means the current released version of the Software licensed by Customer from Hyland and any other version of such Software that is not Retired Software; or (b) “Retired Software” means any version of the Software licensed by Customer from Hyland under this Agreement which is identified as being retired on Hyland’s applicable secure end user web site. Hyland will specify on its end user web site Software versions which become Retired Software. The effective date of such change will be twelve (12) months from the date Hyland initially posts the status change on its end user web site, and Customer will receive notice as a registered user of Hyland’s applicable secure end user web site.

“Technical Support Services” means telephone or online technical support related to problems reported by Customer and associated with the operation of any Supported Software, including assistance and advice related to the operation of the Supported Software. Technical Support Services are not available for Retired Software.

“Upgrades and Enhancements” means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that Hyland makes available to Customer or to Hyland’s end users generally during the term of a Maintenance Schedule or Software License and Maintenance Schedule – Subscription or a SaaS Schedule to correct Errors or deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed Software.

“Working Hour” means the services of one (1) person for a period of one (1) hour (or any part thereof) during regular business hours, and shall include the travel time during which Hyland’s resource(s) is required to travel outside of the metropolitan area in which such Hyland resource(s) regularly works when not at a third party location; provided that time spent commuting from a local place of residence (including a hotel) to a work location in the same metropolitan area will not be included in travel time.

“Work Products” means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, or items created using the configuration tools of the Software, together with any and all

design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of services under this Agreement. If applicable, Work Products shall include any pre-configured templates or VBScripts which have been or may be created or otherwise provided by Hyland to Customer as part of the configuration of the advance capture module of the Software.

9.3 Additional Defined Terms - Hosting Schedule.

“Consumption Fees” means the amounts payable by Customer for storage of data and information in the Hosted Solution in excess of the data storage allocation set forth in the Initial Purchase Table Schedule for the Hosted Solution.

“Customer Data” means any and all electronic data and information of Customer stored within the Hosted Solution.

“Customer Data Incident” means an unauthorized disclosure of Customer Data resulting from Hyland’s failure to comply with the Hosted Solution Security Attachment. Without limitation, Customer Data Incident does not include any of the following that results in no unauthorized access to Customer Data or to any Hyland’s systems storing Customer Data: (a) pings and other broadcast attacks on firewalls or edge servers; (b) port scans; (c) unsuccessful log-on attempts; (d) denial of service attacks; or (e) packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers).

“Host Web Site” means the web site hosted by Hyland as part of the Hosted Solution on a web server included in the Network, through which Customer will access the Software and Customer Data stored using the Software.

“Hosted Solution” means a Host Web Site, Network, Software, Third Party Software and Hosting Services provided, collectively, by Hyland under this Agreement.

“Hosted Solution Support” means the services described in Section 2 of the Hosting Schedule.

“Hosting Fees” means the amounts invoiced by Hyland to Customer and payable by Customer to Hyland for Hosting Services included in the Hosted Solution. The initial Hosting Fees are set forth in either the Initial Purchase Table Schedule when Hosting Services are purchased initially, or in an Amendment to this Agreement when Hosting Services are added after the Effective Date.

“Hosting Services” means the Standard Hosting Services and any Optional Hosting Services included in the Hosted Solution.

“Initial Setup Fee” means the one-time fee invoiced by Hyland to Customer and payable by Customer to Hyland for the setup and activation of the Network and the Host Web Site for use applicable to each Software purchase under the Agreement.

“Network” means the computers and peripheral storage devices, switches, firewalls, routers and other network devices provided by Hyland as part of the Hosted Solution.

“Optional Hosting Services” means optional services described in the Process Manual which Hyland offers as Hosting Services, but which are not included in the Standard Hosting Services.

“Process Manual” means the latest version of the manual describing the Hosting Services, the Network and certain other components of the Hosted Solution, including the attestations, certification documents and assistance with compliance and security testing Hyland agrees to provide, based upon the Service Class selected by Customer, as posted by Hyland from time to time on a website designated by Hyland.

“Service Class” means the service level commitment included as part of Standard Hosting Services, as described in the Service Class Manual, and purchased by Customer as part of the Hosted Solution.

“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.

“Standard Hosting Services” means the Hosting Services described in the Process Manual as being standard hosting services.

“Third Party Software” means all third party software products (other than third party software products bundled by Hyland as a part of the Software) licensed by Hyland and sublicensed through this Agreement by Hyland to Customer as part of the Hosted Solution.

“User Testing Environment” means a separate instance of the Software, Third Party Software and Work Products (including Customer Data) hosted by Hyland on the Network for Customer, for use by Customer solely with production data in a non-production environment for the limited purpose of functional and performance testing of the Software and environment, Third Party Software and each Work Product.

“User Testing Lite Environment” means a separate instance of the Software, Third Party Software and Work Products (including Customer Data) hosted by Hyland on the Network for Customer, for use by Customer solely with production data in a non-production environment for the limited purpose of functional testing of the Software and environment, Third Party Software and each Work Product.

SOFTWARE LICENSE SCHEDULE - PERPETUAL
(Perpetual License for Software)

This Software License Schedule – Perpetual is part of the Hyland Master Agreement entered into between Customer and Hyland. All capitalized terms not defined in this Schedule shall have the meaning ascribed them in the General Terms.

1. SOFTWARE AND WORK PRODUCTS LICENSE.

1.1 License Grant. Subject to Customer’s payment in full of the Software license fees and subject further to Customer’s compliance with this Agreement, Hyland grants to Customer a perpetual (except as otherwise provided in this Agreement), non-exclusive, non-assignable, limited license to the Software, in machine-readable object code form only, and the associated Documentation; and (b) Work Products and associated Documentation; in each case solely for use:

(1) by Customer internally, and only for storing, processing and accessing Customer’s own data; and

(2) subject to Section 1.8 below, by a third party contractor retained by Customer as a provider of services to Customer (“Contractor”), but only by the Contractor for capturing, storing, processing and accessing Customer’s own data in fulfillment of the Contractor’s contractual obligations as a service provider to Customer.

The Software, Work Products and associated Documentation are licensed for use by a single organization and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer shall not make any use of the Software, Work Products or Documentation in any manner not expressly permitted by this Agreement. Software subject to a regulatory control may only be installed in the country identified as the end user location in the purchase order.

1.2 Modification of Work Products.

1.2.1 *Form of Delivered Work Products.* The form in which Hyland delivers Work Products will be determined by Hyland depending on the purpose and functionality of the Work Product.

1.2.2 *Configuration Work Products.* If Hyland delivers a Work Product: (a) in the form of (1) source code which is compiled by tools in the Software to machine language form; or (2) a script; or (b) created using the configuration tools in the Software (a “Configuration Work Product”), then Hyland grants to Customer the limited right to modify the Configuration Work Product, provided such altered or modified Configuration Work Product is used only in compliance with the terms of the limited license to such Work Product granted under Section 1.1 above.

1.2.3 *Independent Work Products.* If Hyland delivers a Work Product which is not a Configuration Work Product (an “Independent Work Product”), then, except as otherwise provided in the last sentence of this paragraph, Customer may not modify such Independent Work Product. If Hyland delivers an Independent Work Product, and Customer desires to obtain the right to modify the Independent Work Product, then the parties may mutually agree that Hyland shall deliver to Customer a copy of the format of the source Independent Work Product that is necessary to enable the Customer to complete its modifications, subject to and upon the payment by Customer to Hyland of any additional Professional Services fees as Hyland may charge to prepare and deliver such format. In such case, Hyland grants to Customer the right to modify and, if necessary, compile the delivered format of the Independent Work Product, provided the modified Independent Work Product is used only in compliance with the terms of the limited license to such Work Product granted under Section 1.1 above.

1.3 Use Restriction. Each module of the Software and each Work Product is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and the Software may control such use. Software products that are volume-based may: (i) no longer function if applicable volume limits have been exceeded; or (ii) include functionality which monitors or tracks Customer usage and reports that usage. Upon reasonable notice to Customer, Hyland shall be permitted access to Customer’s Software system to measure Customer’s volume usage of such Software. Customer acknowledges and agrees that additional fees may apply based on Customer’s volume usage. Customer may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Customer is prohibited from using any software other than the Software Client modules or a Software application programming interface (API) to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to Customer’s use of such other software and Customer has paid to Hyland the Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland’s licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database. Customer further agrees that, in connection with any use of the Software and Work Products, the Software and Work Products shall not be copied and installed on additional servers unless

Customer has purchased a license therefore, and the number of users of the Software shall not exceed the number of users permitted by the Software Client licenses purchased by Customer.

1.4 Production and Test Systems. Customer shall be entitled to use one (1) production copy of the Software and each Work Product licensed and one (1) additional copy of the production environment licensed Software and Work Products for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software and Work Products in a production environment. Subject to the payment of any additional applicable license fees, Customer shall also be entitled to license a reasonable number of additional copies of the production environment licensed Software and Work Products to be used exclusively in a non-production environment on Customer's own computer network and solely for the purposes of experimenting and testing the Software and Work Products, developing integrations between the Software and other applications that integrate to the Software or Work Products solely using integration modules of the Software licensed by Customer under this Agreement, and training Customer's employees on the Software and Work Products ("Test Systems"). Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. Customer's sole recourse in the event of any dissatisfaction with any Software or Work Products in any non-production system is to stop using such Software or Work Products and return it to Hyland, provided that, in the event Customer is currently purchasing Maintenance and Support from Hyland, to the extent that Customer is using the Test System for the purposes of testing an Upgrade or Enhancement of the Software prior to implementing the same in Customer's production environment, then Customer may contact Hyland for the provision of Maintenance and Support as described in Section 1.6 of the Maintenance Schedule. Customer shall not make any copies of the Software or Work Products not specifically authorized by this Section 1.4.

1.5 Evaluation Software. From time to time Customer may elect to evaluate certain Software modules ("Evaluation Software") for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for Customer's use in Customer's Test Systems. Notwithstanding anything to the contrary, as to any Evaluation Software, the Agreement and the limited license granted hereby will terminate on the earliest of: (a) last day of the evaluation period specified in the accepted purchase order delivered for such Evaluation Software; or (b) immediately upon the delivery of written notice to such effect by Hyland to Customer. Upon expiration or other termination of such period, Customer immediately shall either (y) discontinue any and all of use of the Evaluation Software and related Documentation and remove the Evaluation Software; or (z) deliver a purchase order for purchase of such Evaluation Software.

1.6 Third Party Licenses. The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. Such third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. Notwithstanding the above, Customer acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is either provided in the Software or available upon written request) may grant you additional rights to such open source software. Additionally, in the case of such software to be downloaded and installed on a mobile device, if such software will be downloaded from the application market or store maintained by the manufacturer of the mobile device, then use of such software will be governed by the license terms for the software included at the applicable application store or market or presented to Customer or Customer's user in the software, and this Agreement will not govern such use.

1.7 Integration Code. If applicable, Software also includes all adapters created by Hyland and provided to you by Hyland as part of an integration between the Software and a third party line of business application ("Integration Code"). Such Integration Code may only be used in combination with the Software and in accordance with the terms of this Agreement.

1.8 Contractor Use Agreement. Customer agrees that if it desires to allow a Contractor to do any of the following:

- (a) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs");
- (b) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or
- (c) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and 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, Customer must cause such Contractor to execute a use agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). Customer understands and agrees that: (x) Customer may not allow a Contractor to do any of the foregoing if such Contractor has not signed a Contractor Use Agreement, and (y) Contractors may use the Software only in compliance with the terms of this Agreement, and (z) Customer is responsible for such compliance by all Contractors that do not execute a Contractor Use Agreement. Customer agrees that it shall indemnify Hyland from and against all claims,

liabilities, losses, damages and costs, including, but not limited to, reasonable attorneys' fees and court costs, which are suffered or incurred by Hyland and arise from or in connection with the breach or noncompliance with the terms of this Agreement by any Contractor that does not sign a Contractor Use Agreement.

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

1.10 **Audit Rights.** Upon reasonable notice to Customer, Hyland shall be permitted access to audit Customer's use of the Software solely in order to determine Customer's compliance with the licensing and pricing terms this Agreement. Customer shall reasonably cooperate with Hyland with respect to its performance of such audit. Customer acknowledges and agrees that Customer is prohibited from publishing the results of any benchmark test using the Software to any third party without Hyland's prior written approval, and that Customer has not relied on the future availability of any programs or services in entering into this Agreement.

1.11 **AnyDoc.** The optional AccuZip component of the OCR for AnyDoc and AnyDoc EXCHANGEit Software products contains material obtained under agreement from the United States Postal Service (USPS) and must be kept current via an update plan provided by Hyland to maintain Customer's continued right to use. The USPS has contractually required Hyland to include "technology which automatically disables access to outdated [zip code] products." This technology disables only the AccuZip component and is activated only if AccuZip is not updated on a regular and timely basis. Hyland regularly updates the zip code list as part of Maintenance and Support for the AccuZip module.

2. **U.S. GOVERNMENT END USERS.** To the extent applicable, the terms and conditions of this Agreement shall pertain to the U.S. Government's use and/or disclosure of the Software and the Work Products, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this Agreement and/or the Delivery of the Software, the U.S. Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL U.S. federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the U.S. Government's needs or is inconsistent in any respect with U.S. Federal law, the U.S. Government agrees to return the Software and Work Products to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software, Work Products or Documentation by the U.S. Government is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of this Agreement shall supersede any conflicting contractual term or conditions.

3. **LIMITED WARRANTY FOR SUPPORTED SOFTWARE AND WORK PRODUCTS.**

3.1 **Supported Software.** For a period of sixty (60) days from and including the date a Supported Software module listed in the Initial Purchase Table Schedule has been Delivered to Customer, and for a period of sixty (60) days from and including the date any other Supported Software module has been Delivered to Customer, Hyland warrants to Customer that such Supported Software module, when properly installed and properly used, will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to: (a) any Retired Software modules; or (b) any Supported Software module that has been (i) modified by Customer or a third party, (ii) used in combination with equipment or software other than that which is consistent with the Documentation, or (iii) misused or abused.

3.2 **Work Products.** For a period of sixty (60) days from and including the date that Hyland has delivered a completed Work Product to Customer, Hyland warrants to Customer that such Work Product, when properly installed and properly used, will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Work Product that has been (a) modified or added to by Customer or a third party, (b) used in combination with equipment or software other than that which is consistent with the Documentation, or (c) misused or abused.

3.3 **Remedy.** Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranties under Sections 3.1 or 3.2 shall be as follows: provided that, within the applicable 60-day period,

Customer notifies Hyland in writing of the non-conformity, Hyland will either (a) repair or replace the non-conforming Supported Software module or Work Product, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (b) if Hyland determines that repair or replacement of the Supported Software module or Work Product is not commercially practicable, then terminate this Agreement with respect to the non-conforming Supported Software module or with respect to the non-conforming Work Product, in which event, upon compliance by Customer with its obligations under Section 6.2 of this Schedule, Hyland will refund any portion of the Software license fees and annual maintenance fees paid prior to the time of such termination with respect to such Supported Software or the services fees paid prior to the time of such termination with respect to the creation and implementation of such Work Product.

3.4 Maintenance. Upon the expiration of the warranty provided in Section 3.1, and solely for the period, if any, that begins with the expiration of the warranty provided in Section 3.1 and ends with the commencement of the Initial Maintenance Period, all Errors will be supported in accordance with the Maintenance Schedule.

4. SOFTWARE LICENSE FEES.

4.1 Initial Software Licensed. On or after the Effective Date, Hyland shall invoice Customer for the Software license fees specified in the Initial Purchase Table Schedule. Customer shall pay such invoice in full in accordance with the General Terms.

4.2 Follow-on Purchases of Licenses of Software. Software license fees for follow-on purchases of licenses of Software shall be determined at Hyland's retail list prices in effect at the time Customer submits its applicable purchase orders, or at such other prices as the parties may mutually agree upon. Hyland shall invoice Customer for such Software license fees on or after Hyland's acceptance of Customer's applicable purchase orders. Customer shall pay such invoices in full in accordance with the General Terms.

5. INFRINGEMENT INDEMNIFICATION.

5.1 Generally. Hyland agrees to indemnify Customer against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Customer based upon any infringement or misappropriation by the Software or Work Products of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (a) is notified immediately 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; (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 Software or Work Products, or to replace the relevant portions of the Software or Work Products with other equivalent, non-infringing portions.

5.2 Removal and Refund. If Hyland is unable to accomplish either of the options set forth in Section 5.1(d), Hyland shall either:

(a) remove the infringing portion of the Software and/or Work Products and refund to Customer:

(1) if applicable, the full Software license fees paid by Customer, plus the "unused portion of annual maintenance fees" (as defined in Section 7.2 of the Maintenance Schedule) paid by Customer for the then-current maintenance period under the Maintenance Schedule as determined from the date of removal, in each case with respect to the infringing portion of the Software; and/or

(2) if applicable, the full services fees paid by Customer for the creation and implantation of the infringing Work Products; or

(b) if the removal of the infringing Software or Work Products renders all of the Software and Work Products essentially useless to Customer for the uses Customer previously has been making of the Software and Work Products in accordance with this Agreement, and at the election of Customer in such a case, remove the entire Software and Work Products, terminate this Agreement and refund to Customer:

(1) the Software license fees paid by Customer for the infringing portion of the Software (if any); plus

(2) the unamortized Software license fees (determined as provided below) paid by Customer for all non-infringing portions of Software; plus

(3) if (A) and (B) above are applicable, then the “unused portion of annual maintenance fees” (as defined in Section 7.2 of the Maintenance Schedule) paid by Customer for the then-current maintenance period of the Maintenance Schedule as determined from the date of removal; plus

(4) the full services fees paid by Customer for the creation and implementation of the infringing portion of the Work Products (if any), plus

(5) the unamortized services fees (determined as provided below) paid by Customer for all non-infringing Work Products (if any).

In determining the “unamortized” amount of any Software license fees or services fees hereunder, such amount shall be determined based upon a three (3) year straight-line amortization schedule commencing on the date the Software in question is Delivered by Hyland to Customer.

5.3 Exclusions. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer and otherwise described in this Section that arise from: (1) use of the Software or Work Products by Customer other than as expressly permitted by this Agreement; (2) the combination of the Software or Work Products with any product not furnished by Hyland to Customer; (3) the modification or addition to the Software or Work Products other than by Hyland or any of its authorized solution providers specifically retained by Hyland to provide such modification or addition; or (4) the Customer’s business methods or processes.

5.4 THIS SECTION 5 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 SOFTWARE OR THE WORK PRODUCTS.

6. TERMINATION.

6.1 By Customer. Customer may terminate this Software License Schedule - Perpetual pursuant to Section 1.2 of the General Terms.

6.2 Effects of Termination. Upon any termination of this Software License Schedule - Perpetual in its entirety, any license to use the Software and Work Products will automatically terminate without other or further action on the part of any party; and Customer shall immediately: (a) discontinue any and all use of the Software, Work Products and Documentation; and (b) either (1) return the Software, Work Products and Documentation to Hyland, or (2) with the prior permission of Hyland, destroy the Software, Work Products and Documentation and certify in writing to Hyland that Customer has completed such destruction.

MAINTENANCE SCHEDULE

(Maintenance and Support for Supported Software; Perpetual)

This Maintenance Schedule is part of the Hyland Master Agreement entered into between Customer and Hyland. All capitalized terms not defined in this Schedule shall have the meaning ascribed them in the General Terms.

1. MAINTENANCE AND SUPPORT TERMS.

1.1 Technical Support Services. Hyland will provide telephone or online technical support related to problems reported by Customer and associated with the operation of any Supported Software, including assistance and advice related to the operation of the Supported Software. Technical Support Services are not available for Retired Software.

1.2 Error Correction Services. With respect to any Errors in the Supported Software which are reported by Customer and which are confirmed by Hyland, in the exercise of its reasonable judgment, Hyland will use its commercially reasonable efforts to correct the Error, which may be effected by a commercially reasonable workaround. Hyland shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Customer. Hyland may elect to correct the Error in the current available or in the next available commercially released version of the Supported Software and the Resolution may require the Customer to implement an Upgrade and Enhancement in order to obtain the correction. Error Correction Services are not available for Retired Software.

1.3 Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services.

1.3.1 *Customer Reporting Requirements.* In requesting Maintenance and Support services, Customer will report through Hyland's secure end user website the details of which will be separately provided to Customer through the assigned technical support team. In the case of reporting an Error, Customer will provide Hyland with as much information and access to systems as reasonably possible to enable Hyland to investigate and attempt to identify and verify the Error. Customer will work with Hyland support personnel during the problem isolation process, as reasonably needed. Customer will notify Hyland of any configuration changes, such as network installation/expansion, Software upgrades, relocations, etc.

1.4 Upgrades and Enhancements. Hyland will provide, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site (currently www.hyland.com/community), all Upgrades and Enhancements, if and when released during the term of this Maintenance Schedule. Upgrades and Enhancements are not available for Retired Software.

1.5 On-line Access. Customer acknowledges and agrees that Hyland may require on-line access to the Supported Software installed on Customer's systems in order to provide Maintenance and Support. Accordingly, Customer shall install and maintain means of communication and the appropriate communications software as mutually agreed upon by Hyland and Customer and an adequate connection with Hyland to facilitate Hyland's on-line Maintenance and Support. Such right of access and use shall be provided at no cost or charge to Hyland.

1.6 Test Systems Support. In the event Customer has a license to use a Test System (licensed pursuant to a Software License Schedule - Perpetual, or the applicable provision of a click-through or End User License Agreement) for the purposes of testing an Upgrade or Enhancement of the Software prior to implementing the same in Customer's production environment, then Customer may contact Hyland for the provision of Maintenance and Support as described in this Maintenance Schedule.

2. EXCLUSIONS.

2.1 Generally. Hyland is not responsible for providing, or obligated to provide, Maintenance and Support under this Agreement: (a) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any error or defect in any configuration of the Software, which activities in any such case were undertaken by any party other than Hyland; (b) in connection with any Error if Hyland has previously provided corrections for such Error which Customer fails to implement; (c) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Hyland), hardware or any system or networking utilized by Customer; (d) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (e) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Maintenance and Support to Customer with respect to the Software. Maintenance and Support does not include any services that Hyland may provide in connection with assisting or completing an upgrade of Supported Software with any available Upgrade and Enhancement.

2.2 Work Products. Maintenance and Support is not provided for any Work Products; however, if Customer desires Maintenance and Support regarding the operation or use of Work Products, Customer may request such Maintenance and

Support and the parties may agree to enter into a Services Proposal for such Maintenance and Support in accordance with an applicable Professional Services Schedule.

2.3 Excluded Software and Hardware. This Schedule does not govern, and Hyland shall not be responsible for, the maintenance or support of any software other than Supported Software, or for any hardware or equipment of any kind or nature, whether or not obtained by Customer from Hyland.

3. CERTAIN OTHER RESPONSIBILITIES OF CUSTOMER.

3.1 Operation of the Software and Related Systems. Customer acknowledges and agrees that it is solely responsible for the operation, supervision, configuration, management and control of the Software and all related hardware and software (including the database software). Customer is solely responsible for obtaining or providing training for its personnel; and for instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use.

3.2 Access to Premises and Systems. Customer shall make available reasonable access to and use of Customer's premises, computer hardware, peripherals, Software and other software as Hyland deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. Such right of access and use shall be provided at no cost or charge to Hyland.

4. MAINTENANCE PERIODS; RENEWAL AND NON-RENEWAL; REINSTATEMENT; FEES.

4.1 Generally. The first period of this Maintenance Schedule shall be the Initial Maintenance Period. This Maintenance Schedule may be renewed for any additional periods only by mutual agreement of the parties on an annual basis. With respect to any renewal maintenance period, mutual agreement may be evidenced by Hyland's invoicing of annual maintenance fees for such renewal maintenance period and Customer's timely payment of such annual maintenance fees. Notwithstanding anything to the contrary, the term of this Maintenance Schedule shall immediately terminate at the time the version of the Supported Software licensed by Customer and in use in its production environment becomes Retired Software.

4.2 Reinstatement. In the event of the termination of Maintenance and Support under this Maintenance Schedule either by Customer's decision not to renew or by the Supported Software becoming Retired Software, Customer may during the term of this Agreement after the effective date of such termination elect to reinstate the term of this Maintenance Schedule in accordance with this paragraph. To obtain reinstatement, Customer shall: (a) deliver written notice to such effect to Hyland; (b) pay to Hyland (1) annual maintenance fees for all maintenance periods which would have elapsed from the effective date of such termination through the effective date of such reinstatement; and (2) an amount equal to one hundred ten percent (110%) of the annual maintenance fees for the renewal period of such Maintenance Schedule commencing on the effective date of such reinstatement; and (c) if the Supported Software has become Retired Software, upgrade to the latest released version of the Software which is Supported Software. Any reinstatement under this paragraph shall be effective as of the first business day after Hyland has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal maintenance period commencing with the effective date of such reinstatement shall be for a period ending on the first annual anniversary of such effective date; and thereafter this Maintenance Schedule shall be renewed for an additional maintenance period as described in paragraph 5.1 above.

4.3 Initial Maintenance Period. On or after the Effective Date, Hyland shall invoice Customer for the annual maintenance fees for the Initial Maintenance Period. Customer shall pay such invoice in full on or before the commencement of the Initial Maintenance Period.

4.4 First Maintenance Period for Add-on Software. The first maintenance period related to Supported Software modules for which Customer purchases licenses under a Software License Schedule after the Effective Date of such Software License Schedule shall begin upon Delivery of such additional Software. Annual maintenance fees for the first maintenance period applicable to such Software shall be determined at Hyland's retail list prices in effect at the time Customer submits its applicable purchase orders, or at such other prices as the parties may mutually agree upon. Hyland shall invoice Customer for the annual maintenance fees for the first maintenance period applicable to such Software promptly upon Hyland's acceptance of Customer's purchase order for the purchase of Maintenance and Support for such Software. Customer shall pay such invoices in full in accordance with the General Terms.

4.5 Subsequent Maintenance Periods. Customer shall pay annual maintenance fees in such amounts as are invoiced for all renewal maintenance periods after the first maintenance period applicable to a particular Supported Software module. Hyland shall invoice Customer for the annual maintenance fees for each renewal maintenance period at least forty-five (45) days prior to the end of the then-current maintenance period. Customer shall pay each such invoice in full on or prior to the first day of the renewal maintenance period to which such invoice relates.

5. TERMINATION.

5.1 By Customer. Customer may elect not to renew Maintenance and Support under this Schedule as described in Section 4.1 of this Schedule.

5.2 Termination for Breach. In the event that Customer terminates this Schedule or the entire Agreement for cause due to Hyland's breach, then Customer shall be entitled to a pro rata refund of annual maintenance fees that Customer has actually paid for the remainder of the maintenance period which terminates as a result of such termination (the "unused portion of annual maintenance fees").

HOSTING SCHEDULE

This Hosting Schedule is part of the Hyland Master Agreement entered into between Customer and Hyland. All capitalized terms not defined in this Schedule shall have the meaning ascribed them in the General Terms.

1. HOSTING SERVICES

1.1 **Hosting.** Hyland will host the Hosted Solution, including providing to Customer the Standard Hosting Services and any Optional Hosting Services which are part of the Hosted Solution, subject to and in accordance with the terms of the Process Manual and Service Class Manual. The initial Service Class purchased by Customer is set forth in the Initial Purchase Table Schedule. Customer may upgrade the Service Class at any time, but may downgrade such Service Class only after the expiration of the Initial Term (as defined below) of this Hosting Schedule. In the event Customer elects to downgrade such Service Class, such downgrade will not be effective until the beginning of the next renewal of this Hosting Schedule. To modify a Service Class selection, Customer must submit a purchase order indicating the new Service Class.

1.2 **Process Manual.** Prior to or on the Effective Date, Hyland has delivered a then-current copy of the Process Manual to Customer. After the Effective Date, Hyland will have the right to modify the Process Manual (including the right to issue an entirely restated Process Manual) from time to time. The modifications or the revised Process Manual will be effective thirty (30) days after Hyland provides written notice to Customer informing Customer of Hyland's posting of such modifications or revisions on the website identified in such notice. If the changes to the Process Manual materially adversely affect the services provided to Customer under the Process Manual, Customer may terminate this Agreement by written notice delivered to Hyland within 30 days of Customer's receipt of such notice from Hyland. Such termination shall be effective thirty (30) days after Hyland's receipt of Customer's written notice.

1.3 **Service Class Manual.** Prior to or on the Effective Date, Hyland has delivered a then-current copy of the Service Class Manual to Customer. After the Effective Date, Hyland will have the right to modify the Service Class Manual (including the right to issue an entirely restated Service Class Manual) from time to time. The modifications or the revised Service Class Manual will be effective thirty (30) days after Hyland provides written notice to Customer informing Customer of Hyland's posting of such modifications or revisions on the website identified in such notice. Notwithstanding the foregoing no modifications of the Service Class Manual relating to Customer's then-current Service Class will be effective until the next renewal of this Hosting Schedule.

1.4 **Return of Customer Data and Deletion.** Upon termination or expiration of this Hosting Schedule for any reason:

(a) Upon written request by Customer to Hyland sent to hylandcontracts@hyland.com made within thirty (30) days after the effective date of any such termination or expiration for the return of Customer Data ("Notice of Return of Customer Data"), Hyland will either: (1) return Customer Data to Customer by providing to Customer the Customer Data on one (1) or more encrypted hard drives or other similar media and an export file containing the relevant keyword values and related file locations for the Customer Data or (2) make available to Customer the Customer Data for extraction via SFTP. Hyland will work with Customer on determining the extraction method most suitable to meet Customer's requirements. Customer shall be invoiced an amount determined by Hyland based on Hyland's then current list price as consideration for such return of Customer Data, or such other amount as mutually agreed upon by the parties. Customer acknowledges and agrees that thirty (30) days after Hyland has sent or made available to Customer the Customer Data, Hyland shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all such Customer Data from all of Hyland's datacenters, including all backup copies.

(b) Upon written request by Customer to Hyland sent to hylandcontracts@hyland.com made within thirty (30) days after the effective date of any such termination or expiration for the deletion of Customer Data ("Notice of Deletion of Customer Data"), Hyland will 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 backup copies.

(c) If Customer does not provide the Notice of Return of Customer Data or the Notice of Deletion of Customer Data in accordance with paragraph (a) or (b) above, Customer acknowledges and agrees that thirty (30) days after any termination or expiration of this Agreement, Hyland will 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 backup copies.

1.5 **Data Location.** Hyland shall initially store Customer Data at the data center location identified in the Initial Purchase Table Schedule. Hyland may, at its expense, change the location of the Customer Data to another data center; provided that Hyland provides at least sixty (60) days prior written notice to Customer, informing Customer of the new location to be used

for storing the Customer Data. If Customer objects to the new location proposed by Hyland, Customer may terminate this Hosting Schedule by providing written notice to Hyland within thirty (30) days of the date of Hyland's notice to Customer regarding the change of location. Such termination shall be effective thirty (30) days after such written notice.

1.6 Customer Relocation of Software. During the term of this Hosting Schedule and upon termination or expiration of this Hosting Schedule, Customer will have the right to relocate the Software to servers owned or used by Customer at a facility operated by Customer.

1.7 Security. During the term of this Hosting Schedule, Hyland shall maintain a security program which shall conform to the Security Attachment, attached hereto as Attachment B. In the event that any terms in the Security Attachment conflict with any terms in the Process Manual, the Security Attachment shall control.

2. HOSTED SOLUTION SUPPORT. In addition to the Maintenance and Support services that Hyland may provide in accordance with the terms of a Maintenance Schedule or Software License and Maintenance Schedule - Subscription, Hyland also agrees to provide maintenance and technical support for the Hosted Solution as described below.

2.1 Technical Support. Hyland will provide telephone or online technical support related to problems reported by Customer and related to the operation of the Network, the Third Party Software or the Host Web Site.

2.2 Network, Third Party Software or Host Web Site Defects. With respect to any defects (non-conformity to manufacturer's provided user documentation) in the Network, Third Party Software or Host Web Site which are properly reported by Customer and which are confirmed by Hyland or its suppliers, in the exercise of their reasonable judgment, Hyland shall use reasonable efforts to repair the defective component so as to correct the defect, or replace the defective component with a replacement component providing substantially similar functionality. Hyland shall undertake to confirm any reported defects in the Network, Third Party Software or Host Web Site promptly after receipt of proper notice from Customer, in accordance with Hyland's then-current Error reporting procedures.

2.3 Exclusions. Hyland is not responsible for providing, or obligated to provide, Hosted Solution Support under this Agreement:

(a) in connection with any Errors, defects or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of any Third Party Software, any components of the Network or the Host Web Site, or from any error or defect in any configuration of any component of the Hosted Solution, which activities in any such case were undertaken by any party other than Hyland;

(b) in connection with any Error in the Software or defect or problem in any other component of the Hosted Solution if Hyland has previously provided corrections for such Error or defect which Customer fails to implement;

(c) in connection with any Errors, defects or problems which have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in any software, hardware or system or networking which is not a part of the Hosted Solution;

(d) if the Hosted Solution has been subjected to abuse, misuse, improper handling, accident or neglect; or

(e) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Hosted Solution Support to Customer with respect to the Hosted Solution.

2.4 Update, Upgrade, Change or Replacement of Components of the Hosted Solution. Hyland may update or upgrade the build or version of the Software used in the Hosted Solution from time to time at Hyland's expense. Hyland also may change, replace, update or upgrade the hardware or other software components of the Hosted Solution from time to time. Customer agrees to collaborate with Hyland and assist Hyland in connection with the completion of installation and testing of any update or upgrade of the Software.

3. LICENSE OF THIRD PARTY SOFTWARE.

3.1 Limited License. Hyland grants to Customer a revocable, non-exclusive, non-assignable, limited license to use the Third Party Software, in machine-readable object code form only, for the term of this Hosting Schedule. Customer may use the Third Party Software only as part of the Hosted Solution, solely for use by Customer internally, and only for capturing, storing, processing and accessing Customer's own data. The Third Party Software is licensed for use by a single organization and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer shall not make any use of the Third Party Software in any manner not expressly permitted by this Hosting Schedule.

3.2 Access to Customer Data. Customer acknowledges that the licenses granted herein are limited to the right of concurrent access to the Customer Data via telecommunications equipment by web browser or Software application to the Host Web Site.

3.3 Environments. Customer shall be entitled to use one (1) production copy of the Third Party Software. Further, Customer may purchase limited access to a User Testing Environment or User Testing Lite Environment, or both. HYLAND AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USER TESTING ENVIRONMENT, USER TESTING LITE ENVIRONMENT OR THE SOFTWARE, THIRD PARTY SOFTWARE, OR WORK PRODUCTS PROVIDED THEREIN AND THEY ARE PROVIDED "AS IS." Notwithstanding the foregoing Hyland agrees that the security measures described in the Process Manual section entitled "Security" are also applied to the User Testing Environment and User Testing Lite Environment. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the User Testing Environment and User Testing Lite Environment. If, at any time, Customer is not satisfied with the User Testing Environment or User Testing Lite Environment, Customer's sole and exclusive remedy shall be to stop using the User Testing Environment or User Testing Lite Environment. Customer shall not make or use any additional copies of the Third Party Software.

4. PRICES, INVOICING AND PAYMENT.

4.1 Initial Setup Fees. Hyland will invoice Customer for Initial Setup Fees in the amount set forth in the Initial Purchase Table Schedule promptly following the Effective Date. Hyland will invoice Customer for Initial Setup Fees upon each additional purchase of Software under the Agreement upon acceptance of Customer's purchase order for such Software. Each such invoice shall be due and payable in accordance with the General Terms.

4.2 Hosting Fees. Customer shall pay Hosting Fees to Hyland for the Hosted Solution licensed hereunder in such amounts as are invoiced by Hyland; provided, that during the Initial Term, Customer shall pay Hosting Fees to Hyland for the Hosted Solution as initially composed in accordance with the Initial Purchase Table Schedule. Hyland will invoice Customer on or after the Effective Date for Hosting Fees for the first year of the Initial Term. Such invoice shall be due and payable by Customer to Hyland in accordance with the General Terms. For any subsequent years, Hyland will invoice Customer for Hosting Fees at least sixty (60) days prior to the end of such year, and such invoices shall be due and payable by Customer to Hyland on or before the beginning of the next year. In the event Customer licenses additional Software modules under the applicable Schedule, Hyland will invoice Customer for Hosting Fees for such additional Software modules on a prorated basis, upon Hyland's acceptance of the purchase order for such additional Software modules. Such invoice shall be due and payable by Customer to Hyland in accordance with the General Terms. Thereafter, Hosting Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.

4.3 Consumption Fees. Hyland will invoice Customer 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 Hosted Solution exceeds Customer's then-current data storage allocation.

4.4 Other Fees. If Customer procures and Hyland provides any other services or deliverables in connection with the Hosted Solution that are not covered by the fees and charges described in Sections 4.1 through 4.3 above, Hyland will invoice Customer for such other fees or charges based upon the pricing that the parties have mutually agreed upon in connection with such other services or deliverables

5. OWNERSHIP OF HOSTED SOLUTION COMPONENTS. Hyland and its suppliers own the Third Party Software, any and all computer hardware and telecommunications or other equipment and computer software, including the Host Web Site and the Network, and including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the components of the Hosted Solution. The Third Party Software and other software components of the Hosted Solution are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Third Party Software, Host Web Site, Network or other hardware or software components of the Hosted Solution are transferred to Customer. Customer agrees that nothing in this Hosting Schedule or associated documents gives it any right, title or interest in or to any of the foregoing, except for the limited express rights granted in this Hosting Schedule. THIS HOSTING SCHEDULE IS NOT A WORK-FOR-HIRE AGREEMENT. At no time will Customer file or obtain any lien or security interest in or on any components of the Hosted Solution.

6. CERTAIN RESPONSIBILITIES AND OBLIGATIONS OF CUSTOMER.

6.1 Customer Responsibilities. In connection with the relationship established between Customer and Hyland under this Hosting Schedule:

(a) except as otherwise expressly permitted under the terms of this Hosting Schedule, Customer will not permit or authorize any person, legal entity, or other third party to use the Hosted Solution; and

(b) Customer will comply with Hyland's Acceptable Use Policy, as in effect from time to time, a copy of the current form of which is attached hereto as Attachment A.

6.2 Export. Regardless of any disclosure made by Customer to Hyland of an ultimate destination of any components of the Hosted Solution, or related documentation, Customer agrees not to export either directly or indirectly any of the foregoing without first obtaining a license from the United States Government to export or re-export such components or related documentation, as may be required, and to comply with United States Government export regulations, as applicable. Customer agrees that it will not export or re-export any components of the Hosted Solution or related documentation to a country that is subject to a U.S. embargo (such embargoed countries include, but are not limited to, Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan and Syria) under the U.S. Department of Commerce Export Administration Regulations and U.S. Department of State International Traffic in Arms Regulations. Customer will not export or re-export any components of the Hosted Solution (or any related documentation) to any prohibited person or entity in violation of U.S. export laws as described above (for more information visit: <http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>). Customer shall not use the Hosted Solution (or any related documentation) for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.

6.3 No High Risk Use. The "No High Risk Use" prohibition provided in the Software License Schedule - Perpetual or Software License and Maintenance Schedule – Subscription shall apply to the Hosted Solution.

6.4 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 Hosted Solution. Hyland shall have no responsibility or liability under this Hosting Schedule for any unavailability or failure of, or nonconformity or defect in, the Hosted Solution 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. TERM AND TERMINATION; CERTAIN EFFECTS OF TERMINATION.

7.1 Term. Subject to the early termination provisions of Section 7.2 below, the initial term of this Hosting Schedule will be the three (3) year period that commences on the Effective Date (the "Initial Term"); and such term will automatically renew thereafter for successive terms of one (1) year each, unless and until either party provides at least thirty (30) days advance written notice of non-renewal, in which case this Agreement shall terminate at the end of the then current term. Either party may terminate this Schedule pursuant to Section 1.2.2 of the General Terms; Section 1.2.1 of the General Terms shall not apply to this Hosting Schedule. In addition, if, in the reasonable opinion of Customer or Hyland, the compliance by either party with the terms of this Hosting Schedule will be in violation of any law or regulation implemented or modified after the commencement of Hosting Services provided pursuant to this Hosting Schedule, Customer or Hyland, as the case may be, may terminate this Hosting Schedule upon thirty (30) days written notice to the other party.

7.2 Certain Effects of Termination. Immediately upon any termination or expiration of this Schedule, Customer shall cease any and all uses of the Hosted Solution.

8. COMPLIANCE WITH LAWS AND INDEMNIFICATION.

8.1 Compliance with Laws. Subject to Section 7 above, Hyland agrees to comply in all material respects with all applicable laws in performing services under this Agreement.

8.2 Indemnification. This Section 8.2 supersedes any indemnification provision provided in a Software License Schedule or Software License and Maintenance Schedule - Subscription. Hyland agrees to indemnify Customer against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Customer based upon any infringement or misappropriation by the Hosted Solution of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, 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 the Hosted Solution, or

to replace the relevant portions of the Hosted Solution 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 this Agreement upon thirty (30) days advance written notice to Customer and refund to Customer any Hosting Fees and Subscriptions Fees paid during the preceding twelve (12) months. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer to the extent that such claims arise from: (w) any Customer Data; (x) use of the Hosted Solution other than as expressly permitted by this Agreement; (y) the combination of the Hosted Solution or any component thereof with any product not furnished by Hyland; or (z) the modification or addition of any component of the Hosted Solution, other than by Hyland or any of its authorized resellers specifically retained by Hyland to provide such modification or addition. THIS SECTION 8.2 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 THE HOSTED SOLUTION OR ANY COMPONENT THEREOF.

9. CUSTOMER LIMITED WARRANTY.

Limited Warranty. Customer represents and warrants to Hyland that: (a) Customer is the legal custodian of the Customer Data and it has the right and authority to use the Hosted Solution 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 Hosted Solution or Professional Services 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 Hosted Solution or Professional Services.

ATTACHMENT A
TO
HOSTING SCHEDULE

ACCEPTABLE USE POLICY FOR HOSTING

1. INTRODUCTION.

This Acceptable Use Policy (this "AUP") applies to all persons and entities (collectively referred to herein as "User") who use the services and software products provided by Hyland Software, Inc. ("Hyland") in connection with Hyland's hosting of one or more hosted solutions (collectively referred to herein as "Hosted Solutions"). This AUP is designed to protect the security, integrity, reliability and privacy of Hyland's network and the Hosted Solutions Hyland hosts for its hosting customers.

User's use of the Hosted Solution constitutes User's acceptance of the terms and conditions of this AUP in effect at the time of such use. Hyland reserves the right to modify this policy at any time effective immediately upon Hyland's posting of the modification or revised AUP on Hyland's website: <https://www.hyland.com/community>.

2. USER OBLIGATIONS.

2.1 Misuse. User is responsible for any misuse of a Hosted Solution. Therefore, User must take all reasonable precautions to protect access and use of any Hosted Solution that it uses.

2.2 Restrictions on Use. User shall not use a Hosted Solution in any manner in violation of applicable law including, but not limited to, by:

- (a) Infringing or misappropriating intellectual property rights, including copyrights, trademarks, service marks, software, patents and trade secrets;
- (b) Engaging in the promotion, sale, production, fulfillment or delivery of illegal drugs, illegal gambling, obscene materials or other products and services prohibited by law. Similarly, soliciting illegal activities is prohibited even if such activities are not actually performed;
- (c) Displaying, transmitting, storing or making available child pornography materials;
- (d) Transmitting, distributing or storing any material that is unlawful, including encryption software in violation of U.S. export control laws, or that presents a material risk of civil liability to Hyland;
- (e) Displaying, transmitting, storing or publishing information that constitutes libel, slander, defamation, harassment, obscenity, or otherwise violates the privacy or personal rights of any person;
- (f) Displaying or transmitting obscene, threatening, abusive or harassing messages; or
- (g) Promoting, offering or implementing fraudulent financial schemes including pyramids, illegitimate funds transfers and charges to credit cards.

2.3 Prohibited Acts. User shall not use a Hosted Solution to engage in any of the following:

- (a) Interfering with, gaining unauthorized access to or otherwise violating the security of Hyland's or another party's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing, including, but not limited to, use in the development, distribution or execution of Internet viruses, worms, denial of service attacks, network flooding or other malicious activities intended to disrupt computer services or destroy data;
- (b) Interfering with Hyland's network or the use and enjoyment of Hosted Solutions received by other authorized Users;
- (c) Promoting or distributing software, services or address lists that have the purpose of facilitating spam;
- (d) Providing false or misleading information in message headers or other content, using non-existent domain names or deceptive addressing, or hiding or obscuring information identifying a message's point of origin or transmission path;
- (e) Violating personal privacy rights, except as permitted by law;

(f) Sending and collecting responses to spam, unsolicited electronic messages or chain mail; and

(g) Engaging in any activities that Hyland believes, in its sole discretion, might be harmful to Hyland's operations, public image or reputation.

3. **ENFORCEMENT.** If a User violates this AUP, Hyland may, depending on the nature and severity of the violation, suspend the hosting of any Hosted Solution that such User accesses for so long as necessary for steps to be taken that, in Hyland's reasonable judgment, will prevent the violation from continuing or reoccurring.

4. **NOTICE.** Unless prohibited by law, Hyland shall provide User with written notice via e-mail or otherwise of a violation of this AUP so that such violation may be corrected without impact on the hosting of Hosted Solutions; Hyland shall also provide User with a deadline for User to come into compliance with this AUP. Hyland reserves the right, however, to act immediately and without notice to suspend the hosting of Hosted Solutions in response to a court order or government notice that certain conduct of User must be stopped or when Hyland reasonably determines: (1) that it may be exposed to sanction, civil liability or prosecution; (2) that such violation may cause harm to or interfere with the integrity or normal operations or security of Hyland's network or networks with which Hyland is interconnected or interfere with another of Hyland's customer's use of Hyland services or software products; or (3) that such violation otherwise presents imminent risk of harm to Hyland or other of Hyland's customers or their respective employees. In other situations, Hyland will use reasonable efforts to provide User with at least seven (7) calendar days' notice before suspending the hosting of Hosted Solutions. User is responsible for all charges or fees due to Hyland up to the point of suspension by Hyland, pursuant to the agreement in place between User and Hyland related to such Hosted Solutions.

5. **DISCLAIMER.** Hyland disclaims any responsibility for damages sustained by User as a result of Hyland's response to User's violation of this AUP. User is solely responsible for the content and messages transmitted or made available by User using a Hosted Solution. By using a Hosted Solution, User acknowledges that Hyland has no obligation to monitor any activities or content for violations of applicable law or this AUP, but it reserves the right to do so. Hyland disclaims any responsibility for inappropriate use of a Hosted Solution by User and any liability for any other third party's violation of this AUP or applicable law.

6. **INDEMNIFICATION.** User agrees to indemnify Hyland from and against all liabilities, obligations, losses and damages, plus costs and expenses, including reasonable attorney's fees, arising out of any claim, damage, loss, liability, suit or action brought against Hyland by a third party as a result of the conduct of User that violates this AUP.

7. **WAIVER.** No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

8. **QUESTIONS.** If you are unsure of whether any contemplated use or action is permitted, please contact Hyland, at 440-788-5000.

ATTACHMENT B
TO
HOSTING SCHEDULE
SECURITY ATTACHMENT

Introduction: Hyland’s Global Cloud Services division (“GCS”) maintains and manages a comprehensive written security program designed to protect: (a) the security and integrity of Customer Data; (b) against threats and hazards that may negatively impact Customer Data; and (c) against unauthorized access to Customer Data. Hyland’s security program includes the following:

1. Risk Management
 1. Conducting an annual risk assessment designed to identify threats and vulnerabilities in the administrative, physical, legal, regulatory, and technical safeguards used to protect GCS, GCS critical access, and the Hosted Solution environment.
 2. Maintaining a documented risk remediation process to assign ownership of identified risks, establish remediation plans and timeframes, and provide for periodic monitoring of progress.
2. Information Security Program
 1. Maintaining a documented comprehensive information security program. This program will include policies and procedures aligning with industry best practices, including ISO 27001/27002.
 2. Such information security program shall include, as applicable: (i) adequate physical security of all premises in which Customer Data will be processed and/or stored; (ii) reasonable precautions taken with respect to Hyland personnel employment; and (iii) an appropriate network security program.
 3. These policies will be reviewed and updated by Hyland management annually.
3. Organization of Information Security
 1. Assigning security responsibilities to appropriate Hyland individuals or groups to facilitate protection of the Hosted Solution environment and associated assets.
 2. Establishing information security goals to be met.
4. Human Resources Security
 1. Hyland employees undergo comprehensive screening during the hiring process. Background checks and reference validation will be performed to determine whether candidate qualifications are appropriate for the proposed position. Subject to any restrictions imposed by applicable law and based on jurisdiction, these background checks include criminal background checks, employment validation, and education verification as applicable.
 2. Ensuring all Hyland employees are subject to confidentiality and non-disclosure commitments before access is provisioned to Hosted Solutions and/or Customer Data.
 3. Ensuring applicable Hyland employees receive security awareness training designed to provide such employees with information security knowledge to provide for the security, availability, and confidentiality of Customer Data.
 4. Upon Hyland employee separation or change in roles, Hyland shall ensure any Hyland employee access is revoked in a timely manner and all Hyland assets, both information and physical, are returned.
5. Asset Management
 1. Maintaining asset and information management policies and procedures. This includes ownership of assets, an inventory of assets, classification guidelines, and handling standards pertaining to Hyland assets.
 2. Maintaining media handling procedures to ensure media containing Customer Data is encrypted and stored in a secure location subject to strict physical access controls.
 3. When a storage device has reached the end of its useful life, procedures include a decommissioning process that is designed to prevent Customer Data from being exposed to unauthorized individuals using the techniques recommended by NIST to destroy data as part of the decommissioning process.
 4. If a hardware device is unable to be decommissioned using these procedures, the device will be virtually shredded, degaussed, purged/wiped, or physically destroyed in accordance with industry-standard practices. Devices used in the administration of the Customer’s Hosted Solution that have been decommissioned will be subjected to these or equally effective standards.
6. Access Controls
 1. Maintaining a logical access policy and corresponding procedures. The logical access procedures will define the request, approval and access provisioning process for Hyland personnel. The logical access process will restrict Hyland user (local and remote) access based on Hyland user job function (role/profile based, appropriate access) for applications and databases. Hyland user access recertification to determine access

and privileges will be performed periodically. Procedures for onboarding and off-boarding Hyland personnel users in a timely manner will be documented. Procedures for Hyland personnel user inactivity threshold leading to account suspension and removal threshold will be documented.

2. Limiting access to Customer Data to its personnel who have a need to access Customer Data as a condition to Hyland's performance of the services under this Agreement. Hyland shall utilize the principle of "least privilege" and the concept of "minimum necessary" when determining the level of access for all Hyland users to Customer Data. Hyland shall require strong passwords subject to complexity requirements and periodic rotation.
 3. Ensuring strict access controls are in place for Customer Data access by Hyland. Customer administrators control user access, user permissions, and data retention with respect to the Hosted Solution. In the event Customer elects to modify the use of or turn off any encryption functionality, Customer does so at its own risk.
- 7. System Boundaries**
1. The systems that compose a functioning Hyland cloud platform for the Hosted Solutions are limited to shared components such as network devices, servers, and software that are physically installed and operating within Hyland's Internet-enabled network infrastructure. This system boundary also includes the network connectivity, power, physical security, and environmental services provided by the third-party provider that owns and operates the data centers in which this network infrastructure is collocated.
 2. Hyland is not responsible for any system components that are not within this system boundary, including network devices, network connectivity, workstations, servers, and software owned and operated by the Customer or other third parties. Hyland may provide support for these components at its reasonable discretion.
- 8. Encryption**
1. Customer maintains ownership of all Customer Data uploaded to their Hosted Solution through the full lifecycle period. Customer Data may be uploaded via SFTP, TLS/SSL, or through an Hyland services API over a TLS/SSL connection to the Hyland cloud platform. Hyland will configure TLS and/or SSL certificates.
 2. If Customer purchases the applicable encryption services, Customer Data shall be encrypted at rest.
 3. In the event Customer elects to modify the use of or turn off encryption, Customer does so at its own risk.
- 9. Physical and Environment Security**
1. The hardware components associated with the Hyland cloud platform used for the Hosted Solution are physically located within data centers that align with TIA-942 Tier 3 or higher. These data centers are owned and operated by providers who have demonstrated compliance with one or more of the following standards (or a reasonable equivalent): International Organization for Standardization ("ISO") 27001 and/or American Institute of Certified Public Accountants ("AICPA") Service Organization Controls ("SOC") Reports for Services Organizations. These providers provide Internet connectivity, physical security, power, and environmental systems and services for the Hyland cloud platform used for the Hosted Solution.
 2. An N-tiered architecture is used to support presentation, application, processing, and data services. For enhanced security in the Hyland cloud platform, technologies such as firewalls, intrusion detection and prevention, and vulnerability management are used.
- 10. Operations Security**
1. Maintaining documented Hyland cloud operating procedures.
 2. Maintaining change management controls to ensure changes to Hosted Solution production systems made by Hyland are properly authorized and reviewed prior to implementation.
 3. Monitoring usage and capacity levels within the Hyland cloud to adequately and proactively plan for future growth.
 4. Utilizing virus protection software programs and definitions, which are configured to meet common industry standards designed to protect the Customer Data and equipment located within the Hyland cloud from virus infections or similar malicious payloads.
 5. Implementing disaster recovery and business continuity procedures. These will include replication of Customer Data to a secondary data center in a geographically disparate location from the primary data center.
 6. Maintaining a system and security logging process to capture critical system logs. These logs shall be maintained for at least six months and reviewed on a periodic basis.
 7. Maintaining system hardening requirements and configuration standards for servers deployed within the Hyland cloud used for the Hosted Solution.
 8. Ensuring servers, operating systems, and supporting software used in the Hyland cloud for Hosted Solutions receive all Critical and High security patches within a timely manner, but in no event more than 90 days

after release, subject to the next sentence. In the event any such security patch would materially adversely affect the Hosted Solution, then Hyland will use reasonable efforts to implement compensating controls until a security patch is available that would not materially adversely affect the Hosted Solution.

9. Conducting Network vulnerability scans on at least a quarterly basis and remediate all critical and high vulnerabilities identified in accordance with its patch management procedures.
 10. Conducting Network penetration tests at least annually.
- 11. Communications Security**
1. Implementing Network security controls to protect information resources within the Hyland cloud. These shall include network based intrusion detection systems, network segregation through use of stateful-inspection firewalls and a semi-trusted zone, and restricting inbound and outbound traffic to only designated and predefined ports.
 2. Upon implementation and once annually thereafter, Customer may request Hyland limit access to Customer's Hosted Solution to a list of pre-defined IP addresses at no additional cost.
- 12. Supplier Relationships**
1. Maintaining a Vendor Management Program for its critical vendors. This program will ensure critical vendors are evaluated on an annual basis.
- 13. Security Incident**
1. Employing incident response standards that are based upon applicable industry standards, such as ISO 27001:2013 and National Institute for Standards and Technology ("NIST"), to maintain the information security components of the Hosted Solution environment.
 2. Responses to these incidents follow the Hyland documented incident response sequence. This sequence includes the incident trigger phase, evaluation phase, escalation phase, response phase, recovery phase, de-escalation phase, and post-incident review phase.
 3. If Hyland has determined the Customer's Hosted Solution has been negatively impacted by a security or availability incident, Hyland will deliver a root cause analysis summary. Such notice will not be unreasonably delayed, but will occur after initial corrective actions have been taken to contain the security threat or stabilize the Hyland Cloud Platform.
 4. The root cause analysis will include the duration of the event, resolution, technical summary, outstanding issues, and follow-up, including steps Customer needs to take in order to prevent further issues. Solution information including data elements that require additional confidentiality and security measures (including that of other customers impacted in the event) will not be publicly disclosed. If Customers need additional details of an incident, a request to the Hyland GCS Support team must be submitted and handled on a case by case basis. The release of information process may require an on-site review to protect the confidentiality and security of the requested information.
 5. Hyland will notify Customer of a Security Incident within 48 hours. A "Security Incident" means a determination by Hyland of an actual disclosure of unencrypted Customer Data to an unauthorized person or entity.
- 14. Information Security Aspects of Business Continuity Management**
1. Maintaining a business continuity and disaster recovery plan.
 2. Reviewing and testing this plan annually.
- 15. Audit and Security Testing**
1. Monitoring its compliance with its information security program. This includes periodic internal reviews. Results are shared with Hyland leadership and deviations tracked through to remediation.
 2. Maintaining a periodic external audit program. Attestations are completed on an annual schedule and as of the Effective Date of the Agreement utilize the SOC 2 standard. A copy of Hyland's most recent SOC 2 report is available to Customers upon written request.
 3. Customer may conduct audits of Hyland's operations that participate in the ongoing delivery and support of the Hosted Solution purchased by Customer on an annual basis; provided Customer provides Hyland written notice of its desire to conduct such audit and the following criteria are met: (a) Hyland and Customer mutually agree upon the timing, scope, and criteria of such audit, which may include the completion of questionnaires supplied by Customer and guided review of policies, practices, procedures, Hosted Solution configurations, invoices, or application logs, and (b) Customer agrees to Hyland fees (at Hyland's standard rates) for the Professional Services that are required or requested of Hyland in connection with such audit if such audit exceeds 40 hours of Professional Services rendered by Hyland. Prior to any such audit, any third party engaged by Customer to assist with such audit, must be cleared by Hyland and enter into a Non-Disclosure Agreement directly with Hyland. If any documentation requested by Customer cannot be removed from Hyland's facilities as a result of physical limitations or policy restrictions, Hyland will allow Customer's auditors access to such documentation at Hyland's corporate headquarters in Ohio and may

prohibit any type of copying or the taking of screen shots. Where necessary, Hyland will provide private and reasonable accommodation at Hyland's corporate headquarters in Ohio for data analysis and meetings. Upon reasonable notice, Hyland and Customer mutually agree to make necessary employees or contractors available for interviews in person or on the phone during such audit at Customer's cost and expense. Customer is prohibited from distributing or publishing the results of such audit to any third party without Hyland's prior written approval.

4. Customer may conduct penetration testing against the public URL used to access the Hosted Solution on an annual basis; provided Customer provides Hyland with written notice of its desire to conduct such testing and the following criteria are met: (a) Hyland and Customer mutually agree upon the timing, scope, and criteria of such testing, which may include common social engineering, application, and network testing techniques used to identify or exploit common vulnerabilities including buffer overflows, cross site scripting, SQL injection, and man in the middle attacks, and (b) such testing is at Customer's cost and expense and Customer pays to Hyland fees (at Hyland's standard rates) for the Professional Services that are required or requested of Hyland in connection with such testing. Prior to any such testing, any third party engaged by Customer to assist with such testing, must be cleared by Hyland and enter into a Non-Disclosure Agreement directly with Hyland. Customer acknowledges and agrees that any such testing performed without mutual agreement regarding timing, scope, and criteria may be considered a hostile attack, which may trigger automated and manual responses, including reporting the activity to local and federal law enforcement agencies as well as immediate suspension of Customer's access to or use of the Hosted Solution. Customer is prohibited from distributing or publishing the results of such penetration testing to any third party without Hyland's prior written approval.

PROFESSIONAL SERVICES SCHEDULE

This Professional Services Schedule is part of the Hyland Master Agreement entered into between Customer and Hyland. All capitalized terms not defined in this Schedule shall have the meaning ascribed them in the General Terms.

1. SERVICES PROPOSAL. During the term of this Professional Services Schedule, Customer may request Professional Services from Hyland. Hyland and Customer will discuss the parameters of the request and Hyland will inform the Customer as to whether the Professional Services shall be performed pursuant to a Services Proposal.

2. FULFILLMENT. Hyland will provide such Professional Services as mutually agreed under the Services Proposal. Each mutually agreed upon Services Proposal is incorporated herein by this reference as if fully rewritten herein. Hyland will provide the Professional Services described in any mutually agreed upon Services Proposal at a time and on a schedule that is mutually agreed upon by the parties. If any delays in such Professional Services occur solely as a result of any incorrect information, incorrect assumption or failure of Customer to perform or fulfill its obligations in connection with any Services Proposal, the performance schedule for the applicable project may be extended. Hyland shall have no liability or responsibility for any costs or expenses resulting from such delays. In the event that performance of any milestone set forth in any Services Proposal is not met due to a delay solely caused by Hyland, and provided that such cause is not an event of force majeure as described in Section 7 of the General Terms, Hyland agrees, at no additional charge to Customer, to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the slippage of later milestones or completion of such Professional Services. The parties agree that any Professional Services or Work Products described in this Schedule that have been performed or developed, in whole or in part, prior to the execution of this Agreement by the parties nevertheless shall be covered by all terms and conditions of this Schedule.

3. CHANGES TO SERVICES PROPOSAL. Hyland or Customer may, at any time, reasonably request a change to any Service Proposal. Any requested change that the parties mutually accept (a "Change") will be set forth in a written change order prepared by Hyland and agreed to and signed by both parties that specifically references the relevant Service Proposal. In the event the parties are unable to mutually agree upon a proposed Change or a proposed change order, and such proposed Change relates to a material component of the project that is the subject of the relevant Services Proposal, either party may terminate such Service Proposal upon not less than thirty (30) days advance written notice to the other party.

4. CUSTOMER'S OBLIGATIONS.

4.1 Assistance and Obligations. Customer agrees that it will cooperate with and assist Hyland in the performance of Professional Services under any Services Proposal; will provide the resources specified in the relevant Services Proposal; and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of the relevant Services Proposal. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section and the relevant Services Proposal, Hyland's ability to provide such Professional Services, meet the performance schedule set forth in such Services Proposal and keep services fees reasonably in line with any estimates given in the Services Proposal may be adversely affected. During any period in which Hyland is performing services hereunder, Customer shall provide to the Hyland project team independent local (onsite) and remote (offsite) access through the use of secure connections such as a network connection, VPN connection or other similar methods and dedicated user accounts with appropriate privileges to the Software, hardware or virtual machines allocated to the Software system. Remote and local access will be granted for all provisioned environments, including production.

4.2 Third Party Software Rights. Notwithstanding any contrary terms, if Customer requests Hyland to perform Professional Services on or with respect to any third party software, Customer represents and warrants to Hyland that Customer has all necessary rights to allow Hyland to do so.

4.3 Protection of Customer's Systems. CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

4.4 Safe Work Environment. Customer will be responsible for and shall ensure that while Hyland employees, agents or subcontractors are on Customer's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

5. SERVICES FEES. Except as otherwise provided in any applicable Services Proposal: (a) Hyland will charge services fees to Customer for Professional Services at Hyland's then-current standard list price for the applicable Professional Services; and (b) Hyland shall invoice Customer for Professional Services fees monthly, in arrears, based on the number of Working Hours required to complete the project and the applicable hourly fees; and Customer shall pay in full each such invoice in accordance with the terms of the General Terms. Any estimates of fees or Working Hours required to complete the project

are approximations of the anticipated amount of fees and time needed to complete the project. The actual number of Working Hours may vary.

6. TRAVEL AND EXPENSES. Customer shall be responsible to pay or reimburse Hyland for all customary and reasonable out-of-pocket costs and expenses incurred by Hyland in connection with the performance of services under this Agreement (including fees and expenses relating to travel, meals, lodging and third party vendor registration requirements) in accordance with Hyland's applicable internal policy for the reimbursement of costs and expenses to its employees ("Hyland Expense Policy"). Except as otherwise provided in any applicable Services Proposal, Hyland shall invoice Customer for all reimbursable costs and expenses on a monthly basis, in arrears; and Customer shall pay in full each such invoice in accordance with the General Terms.

7. LIMITED WARRANTY FOR SERVICES.

7.1 Limited Warranty. For a period of sixty (60) days from the date of completion of Professional Services, Hyland warrants to Customer that such services have been performed in a good and workmanlike manner and substantially according to industry standards. This warranty specifically excludes (a) non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under this Agreement; and (b) any Professional Services in the nature of staff augmentation.

7.2 Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy for any non-conformities to the express limited warranties under paragraph (a) shall be as follows: provided that, within the applicable 60-day period, Customer notifies Hyland in writing of the non-conformity, Hyland will use commercially reasonable efforts to re-perform the non-conforming services in an attempt to correct the non-conformity(ies). If Hyland is unable to correct such non-conformity(ies) after a reasonable period of time, Customer's sole and exclusive remedy shall be to terminate the Services Proposal under which the non-conforming Services have been performed, in which event Hyland will refund to Customer any portion of the services fees under such Services Proposal relating directly to such non-conforming Professional Services paid prior to the time of such termination.

8. TERMINATION.

8.1 By Customer. Customer may terminate this Professional Services Schedule, including any Services Proposal, pursuant to Section 1.2 of the General Terms.

8.2 Terminating a Services Proposal. In addition to the terms provided in Section 1.3 of the General Terms Schedule, in the event of any termination of a Services Proposal, Customer agrees to compensate Hyland for all Professional Services already performed prior to, and including, the date of termination, except to the extent that Hyland has breached its obligations to perform such Professional Services and such breach is the cause of such termination.

HYLAND MASTER AGREEMENT

This Master Agreement consists of this document and the following attached schedules (collectively the “Agreement”):

- Initial Purchase Table Schedule
- General Terms Schedule
- Software License Schedule – Perpetual
- Maintenance and Support Schedule
- Professional Services Schedule

All products or services which may be licensed or purchased by Customer from Hyland from time to time under a schedule shall be governed by this Agreement (including any Services Proposal that may be entered into under this Agreement). Customer specifically represents and warrants to Hyland that Customer has read and understands all of the terms and conditions contained in this Agreement prior to entering into this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

“CUSTOMER”

“HYLAND

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Tax Information:

Hyland Legal

___ (1) Exempt (Provide Tax Exemption Form)

Approved By:

___ (2) Non-Exempt

Date:

INITIAL PURCHASE TABLE SCHEDULE

PURCHASE TABLE (PERPETUAL LICENSE)

INITIAL SOFTWARE LICENSED:		SOFTWARE LICENSE FEES	
SOFTWARE TOTAL:			\$

FIRST TERM ANNUAL MAINTENANCE AND SUPPORT FOR INITIAL SOFTWARE LICENSED:		INITIAL ANNUAL MAINTENANCE FEES	
An initial term of twelve (12) months of Maintenance and Support is required:			
MAINTENANCE TOTAL:			\$

GENERAL TERMS SCHEDULE

This General Terms Schedule (“General Terms” or “General Terms Schedule”) includes terms that will apply to any product license or service you purchase from Hyland under another Schedule that is made a part of this Agreement. Other Schedules will have more specific terms relevant to the product licensee or service governed by that Schedule. The Defined Terms in Section 9 of these General Terms define the terms used throughout these General Terms as well as the Schedules.

1. TERM; TERMINATION; SURVIVAL OF PROVISIONS AFTER EXPIRATION OR TERMINATION.

1.1 **Term.** This Agreement shall have a term commencing on the Effective Date, and will continue until all Schedules have been terminated in accordance with their terms.

1.2 **Termination.**

1.2.1 *By Customer.* Except as otherwise stated in a Schedule, Customer may terminate any Schedule for any reason or for no reason, upon not less than thirty (30) days advance written notice to Hyland to such effect.

1.2.2 *By Either Party.* Either party may terminate this Agreement in its entirety or any Schedule, effective immediately upon written notice to the other party, if the other party has committed a breach of a material provision of this Agreement or any Schedule 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; provided, that Hyland shall not be required to give Customer any opportunity to cure any breach in the case of a Prohibited Act or breach of the U.S. Government End User section of a Software License Schedule or Software License and Maintenance Schedule – Subscription or a SaaS Schedule, each of which are considered for all purposes to be material provisions of this Agreement.

1.2.3 *Termination of General Terms Schedule.* Notwithstanding the foregoing, this General Terms Schedule will terminate when and only if all other Schedules have been terminated.

1.3 **Certain Effects or Consequences of Termination; Survival of Certain Provisions.**

1.3.1 *Generally.* Any termination of this Agreement or any Schedule will not discharge or otherwise affect any pre-termination obligations of either party existing under this Agreement at the time of termination, including Customer’s obligation to pay to Hyland all fees and charges accrued or due for any period or event occurring on or prior to the effective date of termination or expiration of this Agreement or the applicable Schedule; and all liabilities which have accrued prior to the date of termination shall survive.

1.3.2 *Survival of Certain Obligations.* All provisions of this Agreement or of an applicable Schedule, which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to all sections of these General Terms (except Section 8.12).

1.3.3 *Termination of a Schedule.* If a Software License Schedule - Perpetual or a Software License and Maintenance Schedule – Subscription or a SaaS Schedule is terminated in accordance with its terms, then this entire Agreement will terminate with respect to the Software licensed under such Schedule. Otherwise, termination of a Schedule will not affect the remaining Schedules.

2. PAYMENT TERMS.

2.1 **Purchase Orders.** Customer acknowledges and agrees that, when this Agreement is signed by both parties, the parties will treat this Agreement as: (a) Customer’s written purchase order for the matters described in the Initial Purchase Table Schedule, and (b) Hyland’s acceptance of such purchase order.

2.2 **Invoicing.** All invoices shall be sent electronically by Hyland to Customer to the attention of “Accounts Payable,” or to such other person or department as Customer may specify from time to time by written notice to Hyland. In the event any invoice contains a billing error which is discovered by Hyland, Hyland may issue a new invoice to correct the error.

2.3 **General Payment Terms.** So long as Customer is not in default of any payment obligations under this Agreement (including any Services Proposal), except as otherwise provided in this Agreement, Customer shall pay in full each invoice issued hereunder net thirty (30) days from the date of Customer’s receipt of such invoice.

2.4 **Taxes and Governmental Charges.** All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on Hyland’s income). In the event Customer is required by law to withhold taxes, Customer agrees to furnish Hyland all required receipts and documentation substantiating such payment. If Hyland is required by law to remit any tax or governmental charge on behalf of or for the account

of Customer, Customer agrees to reimburse Hyland within thirty (30) days after Hyland notifies Customer in writing of such remittance. Customer agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of Customer, where such certificates are applicable.

2.5 **Resolution of Invoice Disputes.** If, prior to the due date for payment under any invoice, Customer notifies Hyland in writing that it disputes all or any portion of an amount invoiced, both parties will use reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any amount remains disputed in good faith after such (30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties' executive managers are unable to resolve the dispute within ten (10) calendar days of such meeting, either party thereafter may file litigation in a court of competent jurisdiction under Section 8.1 of these General Terms to seek resolution of the dispute.

2.6 **Certain Remedies For Non-Payment or For Late Payment.** At the election of Hyland, exercisable by written notice to Customer, any past due amounts (except those amounts properly disputed in accordance with Section 2.5 of these General Terms) under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts invoiced hereunder (except those amounts properly disputed in accordance with Section 2.5 of these General Terms), which default continues unremedied for at least thirty (30) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any services under this Agreement or any Services Proposal, including the delivery of any Upgrades and Enhancements to Customer, unless and until such default shall have been cured.

2.7 **U.S. Dollars; Delivery of Hasps and CDs.** All fees, costs and expenses under this Agreement shall be determined and invoiced in, and all payments required to be made in connection with this Agreement shall be made in, U.S. dollars. Delivery of CDs, if any, shall be F.O.B. Hyland's offices in Westlake, Ohio, USA.

2.8 **Training.** Hyland offers training courses to Customer and its employees as described on Hyland's training web portal (currently, <https://training.onbase.com>). Training fees for such courses shall be determined at Hyland's retail prices in effect at the time Customer registers for training. Hyland shall invoice Customer for applicable training fees upon Customer's registration for each training course and such invoice shall be due and payable in accordance with Section 2.3 above. In the event that Customer prepays for training, then such prepaid training shall expire twelve (12) months from the date Hyland accepts Customer's purchase order for such training.

3. CONFIDENTIAL INFORMATION.

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

3.2 Each party agrees that, with respect to the Confidential Information of the other party, or its affiliates, such party as a recipient shall use the same degree of care to protect the other party's Confidential Information that such party uses to protect its own confidential information, but in any event not less than reasonable care, and not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 3 committed by any of such party's employees, agents, consultants, contractors or representatives.

4. OWNERSHIP AND PROHIBITED CONDUCT.

4.1 **Ownership.** Hyland and its suppliers own the Software, Work Products, Documentation and Innovations, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the foregoing. The Software, Documentation, and Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software, Innovations or Work Products are transferred to Customer. Customer agrees to take all reasonable steps to protect all Work Products and Innovations, and any related Documentation, delivered by Hyland to Customer under this Agreement from unauthorized copying or use. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software or Work Products, except for the limited express rights granted in a Software License Schedule – Perpetual or a Software License and Maintenance Schedule – Subscription or a SaaS Schedule. Customer acknowledges and agrees that, with

respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software, and Hyland's policies respecting Upgrades and Enhancements (including but not limited to its release process). THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

4.2 Prohibited Acts. Customer agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear on or during the use of the Software, Work Products, Documentation or Third Party Software; (b) sell, transfer, rent, lease or sublicense the Software, Work Products, Documentation, Third Party Software, or Third Party Software documentation to any third party; (c) except as expressly permitted with respect to Work Products, alter or modify the Software, Work Products, Documentation or Third Party Software; or (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Software, Work Products, Documentation or Third Party Software, or prepare derivative works therefrom.

5. DISCLAIMER OF WARRANTIES.

5.1 EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN THE SCHEDULES MADE PART OF THIS AGREEMENT, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, HOSTED SOLUTION (INCLUDING ANY SOFTWARE OR HARDWARE), WORK PRODUCTS, INNOVATIONS, INFORMATION, MAINTENANCE AND SUPPORT, HOSTING SERVICES, PROFESSIONAL SERVICES OR ANY OTHER SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SERVICES PROPOSAL. HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT, HOSTING SERVICES, PROFESSIONAL SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN A HOSTING SCHEDULE, HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

5.2 CUSTOMER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, WORK PRODUCTS, MAINTENANCE AND SUPPORT, HOSTING SERVICES AND PROFESSIONAL SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

5.3 HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE OR WORK PRODUCTS USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE AND WORK PRODUCTS "AS IS."

5.4 No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

6. LIMITATIONS OF LIABILITY.

6.1 EXCEPT AS PROVIDED IN SECTION 6.3 BELOW, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY (INCLUDING IN THE CASE OF HYLAND, ITS SUPPLIERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY TYPE OF CLAIM FOR LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, WORK PRODUCTS OR SERVICES, OR LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, EXPENSES OR COSTS.

6.2 EXCEPT AS PROVIDED IN SECTION 6.3 BELOW, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, HYLAND AND ITS SUPPLIERS' MAXIMUM LIABILITY ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED: THE AMOUNT OF FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO HYLAND AS DESCRIBED IN THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY OF THE FOREGOING, IN NO EVENT SHALL MICROSOFT, AS A SUPPLIER TO HYLAND OF THIRD PARTY SOFTWARE BUNDLED WITH THE SOFTWARE LICENSED UNDER THIS AGREEMENT, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS (\$5.00).

6.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS OF SECTIONS 6.1 AND 6.2 ABOVE, AS APPLICABLE, SHALL NOT APPLY WITH RESPECT TO: (1) ANY CLAIMS, LOSSES OR DAMAGES THAT ARE SUBJECT TO THE RESPONSIBLE PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (2) ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THE RESPONSIBLE PARTY'S BREACH OF SECTION 3 (CONFIDENTIAL INFORMATION) (EXCEPT WITH RESPECT TO CUSTOMER DATA, AS DEFINED FOR A HOSTING SCHEDULE); OR (3) ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S OR CONTRACTOR'S PROHIBITED ACTS.

6.4 IF CUSTOMER USES THE SOFTWARE IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IS AN ADVISORY DEVICE AND IS NOT A SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF THE CUSTOMER'S USERS OF THE SOFTWARE. IN ADDITION TO THE LIMITATIONS OF LIABILITY PROVIDED IN THE GENERAL TERM SCHEDULE, HYLAND SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OF THE SOFTWARE AS AN ADVISORY DEVICE.

7. **FORCE MAJEURE.** No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike; lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 7 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 7 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

8. GENERAL PROVISIONS.

8.1 **Governing Law; Jurisdiction.** This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Cuyahoga County, Ohio.

8.2 **Interpretation.** The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

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

8.4 **Integration.** This Agreement, including any and all exhibits and schedules referred to herein and any Service Proposal, set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges and supersedes all prior agreements, negotiations and discussions between them on the same subject matter. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Customer and Hyland specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any purchase order or other electronic, written or oral communication made from Customer to Hyland are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

8.5 **Notices.** Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered U.S. mail, (B) certified U.S. mail, return receipt requested, or (C) reputable, national overnight courier, in any such case addressed and sent to Hyland at 28500 Clemens Road, Westlake, OH 44145 Attn: General Counsel and to Customer at _____, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate

address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

8.6 **Binding Effect; No Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign, transfer or sublicense all or part of this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by a party of this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of such party's assets that assumes in writing all of such party's obligations and duties under this Agreement. Any assignment made without compliance with the provisions of this Section 8.6 shall be null and void and of no force or effect. Customer acknowledges that Hyland and/or any of its affiliates may fulfill any of Hyland's obligations contemplated by this Agreement.

8.7 **Severability.** In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

8.8 **Subcontracting.** Hyland may subcontract all or any part of the services, provided that Hyland shall remain responsible to Customer for the provision of any subcontracted services.

8.9 **Independent Contractor.** The parties acknowledge that Hyland is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing any services.

8.10 **Export.** The Software, Third Party Software, Work Products and Documentation are subject to export control laws and regulations of the United States and other jurisdictions. Customer agrees to comply fully with all relevant export control laws and regulations, including the regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software, Third Party Software, Work Products or Documentation is not exported in violation of United States of America law or the laws and regulations of other jurisdictions. Customer agrees that it will not export or re-export the Software, Third Party Software, Work Products or Documentation to any organizations or nationals in the United States embargoed territories of Cuba, Iran, North Korea, Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. Customer shall not use the Software, Third Party Software, Work Products, or Documentation for any prohibited end uses under applicable laws and regulations of the United States and other jurisdictions, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America and other jurisdictions.

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

8.12 **Marketing and Publicity.**

(a) ***References and Site Visits.*** From time to time, upon the reasonable request of Hyland, Customer agrees to make one or more employees available: (i) for telephone interviews with Hyland and/or third parties, relating to Hyland, the Software, Customer's use of the Software, the benefits Customer has derived from the Software or similar topics; and (ii) to participate in customer site visits. Hyland agrees that it shall reimburse Customer for any out-of-pocket travel, lodging, registration and meals costs and expenses that are incurred by any such employees of Customer in connection with any off site visit if applicable, provided that such costs and expenses are reimbursable in accordance with Hyland's expense reimbursement policies.

(b) ***Press Release.*** Either party may, with prior approval of the other party, prepare and issue a press release referring to the other party and relating to the signing of this Agreement, the scope of the relationship and the Software solution established under this Agreement.

(c) ***Case Studies.*** Hyland may, with the prior approval of Customer, prepare, publish and distribute, for its sales, marketing and advertising purposes, one or more case studies describing any or all of the applications for which the Software will be used by Customer (e.g., Accounts Payable).

(d) *Limitations.* Except as specifically set forth in paragraphs (a) through (c) above, or as necessary to perform its obligations under this Agreement, neither party shall, without the prior written consent of the other party, use the names, services marks or trademarks of such other party nor the name of any employee of such other party, or reveal the existence of or terms of this Agreement, in any advertising or publicity release or promotional literature.

8.13 *Counterparts.* This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

8.14 *Expenses.* Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

8.15 *Third Parties.* Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this Agreement as it applies to their respective software products.

9. DEFINED TERMS.

9.1 General Defined Terms

“Customer” means (CA TO INSERT CUSTOMER NAME).

“Delivery” means:

(a) in the case of Software: (1) for any Software module included in the initial Software referenced in the Initial Purchase Table Schedule, by the electronic downloading of such Software onto Customer’s systems, or such Software being made available by Hyland to Customer for electronic download onto Customer’s systems from a location identified by Hyland to Customer; or (2) in the case of any later licensed Software module, by the Delivery (in accordance with subparagraph (b) below) by Hyland to Customer of a Production Certificate which includes such Software module; and

(b) in the case of a Production Certificate, by Hyland either shipping (physically or electronically) the Production Certificate to Customer or making the Production Certificate available for electronic download by Customer from a location identified by Hyland to Customer (including through one of Hyland’s authorized solution providers).

“Documentation” means: (a) in the case of the Software: (1) to the extent available, the “Help Files” included in the Software, or (2) if no such “Help Files” are included in the Software, such other documentation published by Hyland, in each case, which relate to the functional, operational or performance characteristics of the Software; or (b) in the case of any Work Product, the Specifications (if any) for the Work Product.

“Effective Date” means (i) as used in these General Terms and any Schedule included in this Agreement upon the initial signing of the Agreement, the date this Agreement is signed by the last party that signs this Agreement, as determined based upon the dates set forth after their respective signatures, and (ii) as used in any Schedule that is added to this Agreement after the Effective Date as described in (i) of this definition, the date that the amendment adding such Schedule is signed by the last party that signs such amendment, as determined based upon the dates set forth after their respective signatures.

“Error” means any defect or condition inherent in the Software which is reported by Customer in accordance with this Agreement and which is confirmed by Hyland, that causes the Software to fail to function in any material respect as described in the Documentation.

“Error Correction Services” means Hyland’s reasonable efforts to correct an Error, which may be effected by a reasonable workaround.

“Initial Maintenance Period” means the twelve (12) month period of Maintenance and Support that begins on the sixtieth (60th) day after the Effective Date of the Maintenance Schedule.

“Innovations” means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of this Agreement (including any Services Proposal).

“Maintenance and Support” means for Supported Software, (i) Error Correction Services; (ii) Technical Support Services; and (iii) the availability of Upgrades and Enhancements in accordance with a Maintenance Schedule or Software License and Maintenance Schedule - Subscription.

“Production Certificate” means: license codes, a license certificate, or an IFM file issued by Hyland and necessary for Customer to activate Software for Customer’s production use.

“Prohibited Acts” mean any action taken by Customer that is: (i) in violation of Section 1 of a Software License Schedule - Perpetual or Section 1, 2 or 3 of a Software and Maintenance Schedule – Subscription or Section 2 of a SaaS Schedule or (ii) contrary to Section 4 of these General Terms.

“Professional Services” means any professional services provided by Hyland under a Services Proposal, including but not limited to those services listed at <https://www.hyland.com/community>. Examples of the services include: (a) installation of the Software; (b) consulting, implementation and integration projects related to the Software, including but not limited to the customized configuration of Software integration modules or business process automation modules; (c) project management; (d) development projects in connection with the integration of Software with other applications utilizing any Software application programming interface (API).

“Resolution” means Hyland provides Customer with a reasonable workaround, correction, or modification that solves or mitigates a reported Error.

“Services Proposal” means either: (a) a written proposal, statement of work or services sales order form issued under a Professional Services Schedule, and which sets forth the Professional Services Hyland will provide to Customer and which is signed by Customer and Hyland; or (b) a purchase order submitted by Customer and accepted by Hyland for Professional Services.

“Software” means: (a) Hyland’s proprietary software products, listed in the Initial Purchase Table Schedule, and other Hyland proprietary software products for which Customer submits a written purchase order to Hyland (or an authorized solution provider) that Hyland accepts and fulfills, including, in each case, third party software bundled by Hyland together with Hyland’s proprietary software products as a unified product; (b) all Upgrades and Enhancements of the software products described in clause (a) which Customer properly obtains pursuant to Maintenance and Support or received under a SaaS Schedule.

“Specifications” means the definitive, final functional specifications for Work Products, if any, produced by Hyland under a Services Proposal.

“Supported Software; Retired Software”. At any particular time during a maintenance period covered by an applicable Maintenance Schedule or Software License and Maintenance Schedule - Subscription: (a) “Supported Software” means the current released version of the Software licensed by Customer from Hyland and any other version of such Software that is not Retired Software; or (b) “Retired Software” means any version of the Software licensed by Customer from Hyland under this Agreement which is identified as being retired on Hyland’s applicable secure end user web site. Hyland will specify on its end user web site Software versions which become Retired Software. The effective date of such change will be twelve (12) months from the date Hyland initially posts the status change on its end user web site, and Customer will receive notice as a registered user of Hyland’s applicable secure end user web site.

“Technical Support Services” means telephone or online technical support related to problems reported by Customer and associated with the operation of any Supported Software, including assistance and advice related to the operation of the Supported Software. Technical Support Services are not available for Retired Software.

“Upgrades and Enhancements” means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that Hyland makes available to Customer or to Hyland’s end users generally during the term of a Maintenance Schedule or Software License and Maintenance Schedule – Subscription or a SaaS Schedule to correct Errors or deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed Software.

“Working Hour” means the services of one (1) person for a period of one (1) hour (or any part thereof) during regular business hours, and shall include the travel time during which Hyland’s resource(s) is required to travel outside of the metropolitan area in which such Hyland resource(s) regularly works when not at a third party location; provided that time spent commuting from a local place of residence (including a hotel) to a work location in the same metropolitan area will not be included in travel time.

“Work Products” means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, or items created using the configuration tools of the Software, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of services under this Agreement. If applicable, Work Products shall include any pre-configured templates or VBScripts which have been or may be created or otherwise provided by Hyland to Customer as part of the configuration of the advance capture module of the Software.

SOFTWARE LICENSE SCHEDULE - PERPETUAL
(Perpetual License for Software)

This Software License Schedule – Perpetual is part of the Hyland Master Agreement entered into between Customer and Hyland. All capitalized terms not defined in this Schedule shall have the meaning ascribed them in the General Terms.

1. SOFTWARE AND WORK PRODUCTS LICENSE.

1.1 License Grant. Subject to Customer’s payment in full of the Software license fees and subject further to Customer’s compliance with this Agreement, Hyland grants to Customer a perpetual (except as otherwise provided in this Agreement), non-exclusive, non-assignable, limited license to the Software, in machine-readable object code form only, and the associated Documentation; and (b) Work Products and associated Documentation; in each case solely for use:

(1) by Customer internally, and only for storing, processing and accessing Customer’s own data; and

(2) subject to Section 1.8 below, by a third party contractor retained by Customer as a provider of services to Customer (“Contractor”), but only by the Contractor for capturing, storing, processing and accessing Customer’s own data in fulfillment of the Contractor’s contractual obligations as a service provider to Customer.

The Software, Work Products and associated Documentation are licensed for use by a single organization and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer shall not make any use of the Software, Work Products or Documentation in any manner not expressly permitted by this Agreement. Software subject to a regulatory control may only be installed in the country identified as the end user location in the purchase order.

1.2 Modification of Work Products.

1.2.1 *Form of Delivered Work Products.* The form in which Hyland delivers Work Products will be determined by Hyland depending on the purpose and functionality of the Work Product.

1.2.2 *Configuration Work Products.* If Hyland delivers a Work Product: (a) in the form of (1) source code which is compiled by tools in the Software to machine language form; or (2) a script; or (b) created using the configuration tools in the Software (a “Configuration Work Product”), then Hyland grants to Customer the limited right to modify the Configuration Work Product, provided such altered or modified Configuration Work Product is used only in compliance with the terms of the limited license to such Work Product granted under Section 1.1 above.

1.2.3 *Independent Work Products.* If Hyland delivers a Work Product which is not a Configuration Work Product (an “Independent Work Product”), then, except as otherwise provided in the last sentence of this paragraph, Customer may not modify such Independent Work Product. If Hyland delivers an Independent Work Product, and Customer desires to obtain the right to modify the Independent Work Product, then the parties may mutually agree that Hyland shall deliver to Customer a copy of the format of the source Independent Work Product that is necessary to enable the Customer to complete its modifications, subject to and upon the payment by Customer to Hyland of any additional Professional Services fees as Hyland may charge to prepare and deliver such format. In such case, Hyland grants to Customer the right to modify and, if necessary, compile the delivered format of the Independent Work Product, provided the modified Independent Work Product is used only in compliance with the terms of the limited license to such Work Product granted under Section 1.1 above.

1.3 Use Restriction. Each module of the Software and each Work Product is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and the Software may control such use. Software products that are volume-based may: (i) no longer function if applicable volume limits have been exceeded; or (ii) include functionality which monitors or tracks Customer usage and reports that usage. Upon reasonable notice to Customer, Hyland shall be permitted access to Customer’s Software system to measure Customer’s volume usage of such Software. Customer acknowledges and agrees that additional fees may apply based on Customer’s volume usage. Customer may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Customer is prohibited from using any software other than the Software Client modules or a Software application programming interface (API) to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to Customer’s use of such other software and Customer has paid to Hyland the Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland’s licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database. Customer further agrees that, in connection with any use of the Software and Work Products, the Software and Work Products shall not be copied and installed on additional servers unless

Customer has purchased a license therefore, and the number of users of the Software shall not exceed the number of users permitted by the Software Client licenses purchased by Customer.

1.4 Production and Test Systems. Customer shall be entitled to use one (1) production copy of the Software and each Work Product licensed and one (1) additional copy of the production environment licensed Software and Work Products for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software and Work Products in a production environment. Subject to the payment of any additional applicable license fees, Customer shall also be entitled to license a reasonable number of additional copies of the production environment licensed Software and Work Products to be used exclusively in a non-production environment on Customer's own computer network and solely for the purposes of experimenting and testing the Software and Work Products, developing integrations between the Software and other applications that integrate to the Software or Work Products solely using integration modules of the Software licensed by Customer under this Agreement, and training Customer's employees on the Software and Work Products ("Test Systems"). Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. Customer's sole recourse in the event of any dissatisfaction with any Software or Work Products in any non-production system is to stop using such Software or Work Products and return it to Hyland, provided that, in the event Customer is currently purchasing Maintenance and Support from Hyland, to the extent that Customer is using the Test System for the purposes of testing an Upgrade or Enhancement of the Software prior to implementing the same in Customer's production environment, then Customer may contact Hyland for the provision of Maintenance and Support as described in Section 1.6 of the Maintenance Schedule. Customer shall not make any copies of the Software or Work Products not specifically authorized by this Section 1.4.

1.5 Evaluation Software. From time to time Customer may elect to evaluate certain Software modules ("Evaluation Software") for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for Customer's use in Customer's Test Systems. Notwithstanding anything to the contrary, as to any Evaluation Software, the Agreement and the limited license granted hereby will terminate on the earliest of: (a) last day of the evaluation period specified in the accepted purchase order delivered for such Evaluation Software; or (b) immediately upon the delivery of written notice to such effect by Hyland to Customer. Upon expiration or other termination of such period, Customer immediately shall either (y) discontinue any and all of use of the Evaluation Software and related Documentation and remove the Evaluation Software; or (z) deliver a purchase order for purchase of such Evaluation Software.

1.6 Third Party Licenses. The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. Such third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. Notwithstanding the above, Customer acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is either provided in the Software or available upon written request) may grant you additional rights to such open source software. Additionally, in the case of such software to be downloaded and installed on a mobile device, if such software will be downloaded from the application market or store maintained by the manufacturer of the mobile device, then use of such software will be governed by the license terms for the software included at the applicable application store or market or presented to Customer or Customer's user in the software, and this Agreement will not govern such use.

1.7 Integration Code. If applicable, Software also includes all adapters created by Hyland and provided to you by Hyland as part of an integration between the Software and a third party line of business application ("Integration Code"). Such Integration Code may only be used in combination with the Software and in accordance with the terms of this Agreement.

1.8 Contractor Use Agreement. Customer agrees that if it desires to allow a Contractor to do any of the following:

- (a) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs");
- (b) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or
- (c) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and 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, Customer must cause such Contractor to execute a use agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). Customer understands and agrees that: (x) Customer may not allow a Contractor to do any of the foregoing if such Contractor has not signed a Contractor Use Agreement, and (y) Contractors may use the Software only in compliance with the terms of this Agreement, and (z) Customer is responsible for such compliance by all Contractors that do not execute a Contractor Use Agreement. Customer agrees that it shall indemnify Hyland from and against all claims,

liabilities, losses, damages and costs, including, but not limited to, reasonable attorneys' fees and court costs, which are suffered or incurred by Hyland and arise from or in connection with the breach or noncompliance with the terms of this Agreement by any Contractor that does not sign a Contractor Use Agreement.

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

1.10 **Audit Rights.** Upon reasonable notice to Customer, Hyland shall be permitted access to audit Customer's use of the Software solely in order to determine Customer's compliance with the licensing and pricing terms this Agreement. Customer shall reasonably cooperate with Hyland with respect to its performance of such audit. Customer acknowledges and agrees that Customer is prohibited from publishing the results of any benchmark test using the Software to any third party without Hyland's prior written approval, and that Customer has not relied on the future availability of any programs or services in entering into this Agreement.

1.11 **AnyDoc.** The optional AccuZip component of the OCR for AnyDoc and AnyDoc EXCHANGEit Software products contains material obtained under agreement from the United States Postal Service (USPS) and must be kept current via an update plan provided by Hyland to maintain Customer's continued right to use. The USPS has contractually required Hyland to include "technology which automatically disables access to outdated [zip code] products." This technology disables only the AccuZip component and is activated only if AccuZip is not updated on a regular and timely basis. Hyland regularly updates the zip code list as part of Maintenance and Support for the AccuZip module.

2. **U.S. GOVERNMENT END USERS.** To the extent applicable, the terms and conditions of this Agreement shall pertain to the U.S. Government's use and/or disclosure of the Software and the Work Products, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this Agreement and/or the Delivery of the Software, the U.S. Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL U.S. federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the U.S. Government's needs or is inconsistent in any respect with U.S. Federal law, the U.S. Government agrees to return the Software and Work Products to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software, Work Products or Documentation by the U.S. Government is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of this Agreement shall supersede any conflicting contractual term or conditions.

3. **LIMITED WARRANTY FOR SUPPORTED SOFTWARE AND WORK PRODUCTS.**

3.1 **Supported Software.** For a period of sixty (60) days from and including the date a Supported Software module listed in the Initial Purchase Table Schedule has been Delivered to Customer, and for a period of sixty (60) days from and including the date any other Supported Software module has been Delivered to Customer, Hyland warrants to Customer that such Supported Software module, when properly installed and properly used, will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to: (a) any Retired Software modules; or (b) any Supported Software module that has been (i) modified by Customer or a third party, (ii) used in combination with equipment or software other than that which is consistent with the Documentation, or (iii) misused or abused.

3.2 **Work Products.** For a period of sixty (60) days from and including the date that Hyland has delivered a completed Work Product to Customer, Hyland warrants to Customer that such Work Product, when properly installed and properly used, will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Work Product that has been (a) modified or added to by Customer or a third party, (b) used in combination with equipment or software other than that which is consistent with the Documentation, or (c) misused or abused.

3.3 **Remedy.** Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranties under Sections 3.1 or 3.2 shall be as follows: provided that, within the applicable 60-day period,

Customer notifies Hyland in writing of the non-conformity, Hyland will either (a) repair or replace the non-conforming Supported Software module or Work Product, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (b) if Hyland determines that repair or replacement of the Supported Software module or Work Product is not commercially practicable, then terminate this Agreement with respect to the non-conforming Supported Software module or with respect to the non-conforming Work Product, in which event, upon compliance by Customer with its obligations under Section 6.2 of this Schedule, Hyland will refund any portion of the Software license fees and annual maintenance fees paid prior to the time of such termination with respect to such Supported Software or the services fees paid prior to the time of such termination with respect to the creation and implementation of such Work Product.

3.4 Maintenance. Upon the expiration of the warranty provided in Section 3.1, and solely for the period, if any, that begins with the expiration of the warranty provided in Section 3.1 and ends with the commencement of the Initial Maintenance Period, all Errors will be supported in accordance with the Maintenance Schedule.

4. SOFTWARE LICENSE FEES.

4.1 Initial Software Licensed. On or after the Effective Date, Hyland shall invoice Customer for the Software license fees specified in the Initial Purchase Table Schedule. Customer shall pay such invoice in full in accordance with the General Terms.

4.2 Follow-on Purchases of Licenses of Software. Software license fees for follow-on purchases of licenses of Software shall be determined at Hyland's retail list prices in effect at the time Customer submits its applicable purchase orders, or at such other prices as the parties may mutually agree upon. Hyland shall invoice Customer for such Software license fees on or after Hyland's acceptance of Customer's applicable purchase orders. Customer shall pay such invoices in full in accordance with the General Terms.

5. INFRINGEMENT INDEMNIFICATION.

5.1 Generally. Hyland agrees to indemnify Customer against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Customer based upon any infringement or misappropriation by the Software or Work Products of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (a) is notified immediately 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; (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 Software or Work Products, or to replace the relevant portions of the Software or Work Products with other equivalent, non-infringing portions.

5.2 Removal and Refund. If Hyland is unable to accomplish either of the options set forth in Section 5.1(d), Hyland shall either:

(a) remove the infringing portion of the Software and/or Work Products and refund to Customer:

(1) if applicable, the full Software license fees paid by Customer, plus the "unused portion of annual maintenance fees" (as defined in Section 7.2 of the Maintenance Schedule) paid by Customer for the then-current maintenance period under the Maintenance Schedule as determined from the date of removal, in each case with respect to the infringing portion of the Software; and/or

(2) if applicable, the full services fees paid by Customer for the creation and implantation of the infringing Work Products; or

(b) if the removal of the infringing Software or Work Products renders all of the Software and Work Products essentially useless to Customer for the uses Customer previously has been making of the Software and Work Products in accordance with this Agreement, and at the election of Customer in such a case, remove the entire Software and Work Products, terminate this Agreement and refund to Customer:

(1) the Software license fees paid by Customer for the infringing portion of the Software (if any); plus

(2) the unamortized Software license fees (determined as provided below) paid by Customer for all non-infringing portions of Software; plus

(3) if (A) and (B) above are applicable, then the “unused portion of annual maintenance fees” (as defined in Section 7.2 of the Maintenance Schedule) paid by Customer for the then-current maintenance period of the Maintenance Schedule as determined from the date of removal; plus

(4) the full services fees paid by Customer for the creation and implementation of the infringing portion of the Work Products (if any), plus

(5) the unamortized services fees (determined as provided below) paid by Customer for all non-infringing Work Products (if any).

In determining the “unamortized” amount of any Software license fees or services fees hereunder, such amount shall be determined based upon a three (3) year straight-line amortization schedule commencing on the date the Software in question is Delivered by Hyland to Customer.

5.3 Exclusions. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer and otherwise described in this Section that arise from: (1) use of the Software or Work Products by Customer other than as expressly permitted by this Agreement; (2) the combination of the Software or Work Products with any product not furnished by Hyland to Customer; (3) the modification or addition to the Software or Work Products other than by Hyland or any of its authorized solution providers specifically retained by Hyland to provide such modification or addition; or (4) the Customer’s business methods or processes.

5.4 THIS SECTION 5 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 SOFTWARE OR THE WORK PRODUCTS.

6. TERMINATION.

6.1 By Customer. Customer may terminate this Software License Schedule - Perpetual pursuant to Section 1.2 of the General Terms.

6.2 Effects of Termination. Upon any termination of this Software License Schedule - Perpetual in its entirety, any license to use the Software and Work Products will automatically terminate without other or further action on the part of any party; and Customer shall immediately: (a) discontinue any and all use of the Software, Work Products and Documentation; and (b) either (1) return the Software, Work Products and Documentation to Hyland, or (2) with the prior permission of Hyland, destroy the Software, Work Products and Documentation and certify in writing to Hyland that Customer has completed such destruction.

MAINTENANCE SCHEDULE

(Maintenance and Support for Supported Software; Perpetual)

This Maintenance Schedule is part of the Hyland Master Agreement entered into between Customer and Hyland. All capitalized terms not defined in this Schedule shall have the meaning ascribed them in the General Terms.

1. MAINTENANCE AND SUPPORT TERMS. Hyland will provide Maintenance and Support in accordance with the Maintenance and Support Prioritization Attachment attached hereto.

1.1 **Technical Support Services.** Hyland will provide telephone or online technical support related to problems reported by Customer and associated with the operation of any Supported Software, including assistance and advice related to the operation of the Supported Software. Technical Support Services are not available for Retired Software.

1.2 **Error Correction Services.** With respect to any Errors in the Supported Software which are reported by Customer and which are confirmed by Hyland, in the exercise of its reasonable judgment, Hyland will use its commercially reasonable efforts to correct the Error, which may be effected by a commercially reasonable workaround. Hyland shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Customer. Hyland may elect to correct the Error in the current available or in the next available commercially released version of the Supported Software and the Resolution may require the Customer to implement an Upgrade and Enhancement in order to obtain the correction. Error Correction Services are not available for Retired Software.

1.3 **Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services.**

1.3.1 ***Customer Reporting Requirements.*** In requesting Maintenance and Support services, Customer will report through Hyland's secure end user website the details of which will be separately provided to Customer through the assigned technical support team. In the case of reporting an Error, Customer will provide Hyland with as much information and access to systems as reasonably possible to enable Hyland to investigate and attempt to identify and verify the Error. Customer will work with Hyland support personnel during the problem isolation process, as reasonably needed. Customer will notify Hyland of any configuration changes, such as network installation/expansion, Software upgrades, relocations, etc.

1.3.2 ***Hyland Response Procedures.*** Hyland shall respond to all Technical Support Services requests and Error Correction Services requests in accordance with the Maintenance and Support Prioritization Attachment. With respect to Errors: (a) Hyland will respond based on the confirmed severity level of an Error; (b) Hyland may reclassify Errors as it learns information about such Errors during the resolution process; and (c) Hyland's obligation for a reported Error concludes upon delivery of a Resolution in accordance with the Maintenance and Support Prioritization Attachment.

1.4 **Upgrades and Enhancements.** Hyland will provide, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site (currently www.hyland.com/community), all Upgrades and Enhancements, if and when released during the term of this Maintenance Schedule. Upgrades and Enhancements are not available for Retired Software.

1.5 **On-line Access.** Customer acknowledges and agrees that Hyland may require on-line access to the Supported Software installed on Customer's systems in order to provide Maintenance and Support. Accordingly, Customer shall install and maintain means of communication and the appropriate communications software as mutually agreed upon by Hyland and Customer and an adequate connection with Hyland to facilitate Hyland's on-line Maintenance and Support. Such right of access and use shall be provided at no cost or charge to Hyland.

1.6 **Test Systems Support.** In the event Customer has a license to use a Test System (licensed pursuant to a Software License Schedule - Perpetual, or the applicable provision of a click-through or End User License Agreement) for the purposes of testing an Upgrade or Enhancement of the Software prior to implementing the same in Customer's production environment, then Customer may contact Hyland for the provision of Maintenance and Support as described in this Maintenance Schedule.

2. EXCLUSIONS.

2.1 **Generally.** Hyland is not responsible for providing, or obligated to provide, Maintenance and Support under this Agreement: (a) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any error or defect in any configuration of the Software, which activities in any such case were undertaken by any party other than Hyland; (b) in connection with any Error if Hyland has previously provided corrections for such Error which Customer fails to implement; (c) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Hyland), hardware or any system or networking utilized by Customer; (d) if the Software or related software or systems have been

subjected to abuse, misuse, improper handling, accident or neglect; or (e) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Maintenance and Support to Customer with respect to the Software. Maintenance and Support does not include any services that Hyland may provide in connection with assisting or completing an upgrade of Supported Software with any available Upgrade and Enhancement.

2.2 Work Products. Maintenance and Support is not provided for any Work Products; however, if Customer desires Maintenance and Support regarding the operation or use of Work Products, Customer may request such Maintenance and Support and the parties may agree to enter into a Services Proposal for such Maintenance and Support in accordance with an applicable Professional Services Schedule.

2.3 Excluded Software and Hardware. This Schedule does not govern, and Hyland shall not be responsible for, the maintenance or support of any software other than Supported Software, or for any hardware or equipment of any kind or nature, whether or not obtained by Customer from Hyland.

3. CERTAIN OTHER RESPONSIBILITIES OF CUSTOMER.

3.1 Operation of the Software and Related Systems. Customer acknowledges and agrees that it is solely responsible for the operation, supervision, configuration, management and control of the Software and all related hardware and software (including the database software). Customer is solely responsible for obtaining or providing training for its personnel; and for instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use.

3.2 Access to Premises and Systems. Customer shall make available reasonable access to and use of Customer's premises, computer hardware, peripherals, Software and other software as Hyland deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. Such right of access and use shall be provided at no cost or charge to Hyland.

4. MAINTENANCE PERIODS; RENEWAL AND NON-RENEWAL; REINSTATEMENT; FEES.

4.1 Generally. The first period of this Maintenance Schedule shall be the Initial Maintenance Period. This Maintenance Schedule may be renewed for any additional periods only by mutual agreement of the parties on an annual basis. With respect to any renewal maintenance period, mutual agreement may be evidenced by Hyland's invoicing of annual maintenance fees for such renewal maintenance period and Customer's timely payment of such annual maintenance fees. Notwithstanding anything to the contrary, the term of this Maintenance Schedule shall immediately terminate at the time the version of the Supported Software licensed by Customer and in use in its production environment becomes Retired Software.

4.2 Reinstatement. In the event of the termination of Maintenance and Support under this Maintenance Schedule either by Customer's decision not to renew or by the Supported Software becoming Retired Software, Customer may during the term of this Agreement after the effective date of such termination elect to reinstate the term of this Maintenance Schedule in accordance with this paragraph. To obtain reinstatement, Customer shall: (a) deliver written notice to such effect to Hyland; (b) pay to Hyland (1) annual maintenance fees for all maintenance periods which would have elapsed from the effective date of such termination through the effective date of such reinstatement; and (2) an amount equal to one hundred ten percent (110%) of the annual maintenance fees for the renewal period of such Maintenance Schedule commencing on the effective date of such reinstatement; and (c) if the Supported Software has become Retired Software, upgrade to the latest released version of the Software which is Supported Software. Any reinstatement under this paragraph shall be effective as of the first business day after Hyland has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal maintenance period commencing with the effective date of such reinstatement shall be for a period ending on the first annual anniversary of such effective date; and thereafter this Maintenance Schedule shall be renewed for an additional maintenance period as described in paragraph 5.1 above.

4.3 Initial Maintenance Period. On or after the Effective Date, Hyland shall invoice Customer for the annual maintenance fees for the Initial Maintenance Period. Customer shall pay such invoice in full on or before the commencement of the Initial Maintenance Period.

4.4 First Maintenance Period for Add-on Software. The first maintenance period related to Supported Software modules for which Customer purchases licenses under a Software License Schedule after the Effective Date of such Software License Schedule shall begin upon Delivery of such additional Software. Annual maintenance fees for the first maintenance period applicable to such Software shall be determined at Hyland's retail list prices in effect at the time Customer submits its applicable purchase orders, or at such other prices as the parties may mutually agree upon. Hyland shall invoice Customer for the annual maintenance fees for the first maintenance period applicable to such Software promptly upon Hyland's acceptance of Customer's purchase order for the purchase of Maintenance and Support for such Software. Customer shall pay such invoices in full in accordance with the General Terms.

4.5 Subsequent Maintenance Periods. Customer shall pay annual maintenance fees in such amounts as are invoiced for all renewal maintenance periods after the first maintenance period applicable to a particular Supported Software module. Hyland shall invoice Customer for the annual maintenance fees for each renewal maintenance period at least forty-five (45) days prior to the end of the then-current maintenance period. Customer shall pay each such invoice in full on or prior to the first day of the renewal maintenance period to which such invoice relates.

5. TERMINATION.

5.1 By Customer. Customer may elect not to renew Maintenance and Support under this Schedule as described in Section 4.1 of this Schedule.

5.2 Termination for Breach. In the event that Customer terminates this Schedule or the entire Agreement for cause due to Hyland's breach, then Customer shall be entitled to a pro rata refund of annual maintenance fees that Customer has actually paid for the remainder of the maintenance period which terminates as a result of such termination (the "unused portion of annual maintenance fees").

MAINTENANCE AND SUPPORT PRIORITIZATION ATTACHMENT

Severity Level	Description	Hyland Response
Level 1	<p>“Level 1” means any Error that causes total or substantial Software failure, which means that the Software is down and Customer is unable to access the Software in any way within their production environment.</p>	<p>Upon receiving notification from Customer, Hyland’s support Team Leader will immediately notify a support Manager. Within thirty (30) minutes, the Manager will notify a member of Senior Management or a Vice President.</p> <p>If there is no Resolution within two (2) hours of the Customer’s notice, Hyland will place the Customer on the High Visibility Ticker (HVT).</p> <p>If there is no Resolution within four (4) hours of the Customer’s notice or by the end of business of that day, Hyland will designate the Error as Code Blue. Designation as Code Blue means a resolution team is immediately formed for the Level 1 Error and the resolution team provides continuous updates on all issues of change or status to all C-Level Executives and Vice Presidents of Hyland, and all of Hyland employees are made aware that the Customer is on Code Blue.</p> <p>To provide a Resolution, Hyland will match the Customer’s effort, up to and including 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution.</p>
Level 2	<p>“Level 2” means an Error that causes substantial Software failure which prevents a portion of Customer’s users from accessing the Software in any way within the production environment.</p>	<p>Upon receiving notification from Customer, Hyland’s support Team Leader will notify a support Manager within sixty (60) minutes. Within two (2) hours, the Manager will notify a member of Senior Management or Vice President.</p> <p>If there is no Resolution by the end of business on that day, Hyland will place the Customer on Hyland’s High Visibility Ticker.</p> <p>If there is no Resolution within twenty-four (24) hours of Customer’s notice, Hyland will designate the Error as Code Blue.</p> <p>To provide a Resolution, Hyland will match Customer’s efforts up to 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution.</p>
Level 3	<p>“Level 3” means that the Software is usable except that an Error causes an ongoing, system-wide, severe performance degradation.</p>	<p>To provide a Resolution, Hyland will match Customer’s efforts up to 5 days/week, 16 hours/day, through holidays and weekends until there is a Resolution.</p>
Level 4	<p>“Level 4” means that the Software is usable except that an Error prevents a specific feature or functionality from working.</p>	<p>To provide a Resolution, Hyland will use commercially reasonable efforts during regular support hours.</p>
Level 5	<p>“Level 5” means that the Software is usable except that an Error causes a trivial inconvenience and the task can be completed in another way</p>	<p>Standard Maintenance and Support.</p>
Level 6	<p>“Level 6” means Technical Support Services.</p>	<p>Standard Maintenance and Support.</p>

- *Notwithstanding the above, Maintenance and Support for the Pacsgear Software is limited to the following hours:
- for Customers in Europe: 8:00-5:00 UK Time (GMT +1)
 - for all other Customers: 8:00-5:00 Pacific Time

PROFESSIONAL SERVICES SCHEDULE

This Professional Services Schedule is part of the Hyland Master Agreement entered into between Customer and Hyland. All capitalized terms not defined in this Schedule shall have the meaning ascribed them in the General Terms.

1. SERVICES PROPOSAL. During the term of this Professional Services Schedule, Customer may request Professional Services from Hyland. Hyland and Customer will discuss the parameters of the request and Hyland will inform the Customer as to whether the Professional Services shall be performed pursuant to a Services Proposal.

2. FULFILLMENT. Hyland will provide such Professional Services as mutually agreed under the Services Proposal. Each mutually agreed upon Services Proposal is incorporated herein by this reference as if fully rewritten herein. Hyland will provide the Professional Services described in any mutually agreed upon Services Proposal at a time and on a schedule that is mutually agreed upon by the parties. If any delays in such Professional Services occur solely as a result of any incorrect information, incorrect assumption or failure of Customer to perform or fulfill its obligations in connection with any Services Proposal, the performance schedule for the applicable project may be extended. Hyland shall have no liability or responsibility for any costs or expenses resulting from such delays. In the event that performance of any milestone set forth in any Services Proposal is not met due to a delay solely caused by Hyland, and provided that such cause is not an event of force majeure as described in Section 7 of the General Terms, Hyland agrees, at no additional charge to Customer, to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the slippage of later milestones or completion of such Professional Services. The parties agree that any Professional Services or Work Products described in this Schedule that have been performed or developed, in whole or in part, prior to the execution of this Agreement by the parties nevertheless shall be covered by all terms and conditions of this Schedule.

3. CHANGES TO SERVICES PROPOSAL. Hyland or Customer may, at any time, reasonably request a change to any Service Proposal. Any requested change that the parties mutually accept (a "Change") will be set forth in a written change order prepared by Hyland and agreed to and signed by both parties that specifically references the relevant Service Proposal. In the event the parties are unable to mutually agree upon a proposed Change or a proposed change order, and such proposed Change relates to a material component of the project that is the subject of the relevant Services Proposal, either party may terminate such Service Proposal upon not less than thirty (30) days advance written notice to the other party.

4. CUSTOMER'S OBLIGATIONS.

4.1 Assistance and Obligations. Customer agrees that it will cooperate with and assist Hyland in the performance of Professional Services under any Services Proposal; will provide the resources specified in the relevant Services Proposal; and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of the relevant Services Proposal. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section and the relevant Services Proposal, Hyland's ability to provide such Professional Services, meet the performance schedule set forth in such Services Proposal and keep services fees reasonably in line with any estimates given in the Services Proposal may be adversely affected. During any period in which Hyland is performing services hereunder, Customer shall provide to the Hyland project team independent local (onsite) and remote (offsite) access through the use of secure connections such as a network connection, VPN connection or other similar methods and dedicated user accounts with appropriate privileges to the Software, hardware or virtual machines allocated to the Software system. Remote and local access will be granted for all provisioned environments, including production.

4.2 Third Party Software Rights. Notwithstanding any contrary terms, if Customer requests Hyland to perform Professional Services on or with respect to any third party software, Customer represents and warrants to Hyland that Customer has all necessary rights to allow Hyland to do so.

4.3 Protection of Customer's Systems. CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

4.4 Safe Work Environment. Customer will be responsible for and shall ensure that while Hyland employees, agents or subcontractors are on Customer's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

5. SERVICES FEES. Except as otherwise provided in any applicable Services Proposal: (a) Hyland will charge services fees to Customer for Professional Services at Hyland's then-current standard list price for the applicable Professional Services; and (b) Hyland shall invoice Customer for Professional Services fees monthly, in arrears, based on the number of Working Hours required to complete the project and the applicable hourly fees; and Customer shall pay in full each such invoice in accordance with the terms of the General Terms. Any estimates of fees or Working Hours required to complete the project

are approximations of the anticipated amount of fees and time needed to complete the project. The actual number of Working Hours may vary.

6. TRAVEL AND EXPENSES. Customer shall be responsible to pay or reimburse Hyland for all customary and reasonable out-of-pocket costs and expenses incurred by Hyland in connection with the performance of services under this Agreement (including fees and expenses relating to travel, meals, lodging and third party vendor registration requirements) in accordance with Hyland's applicable internal policy for the reimbursement of costs and expenses to its employees ("Hyland Expense Policy"). Except as otherwise provided in any applicable Services Proposal, Hyland shall invoice Customer for all reimbursable costs and expenses on a monthly basis, in arrears; and Customer shall pay in full each such invoice in accordance with the General Terms.

7. LIMITED WARRANTY FOR SERVICES.

7.1 Limited Warranty. For a period of sixty (60) days from the date of completion of Professional Services, Hyland warrants to Customer that such services have been performed in a good and workmanlike manner and substantially according to industry standards. This warranty specifically excludes (a) non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under this Agreement; and (b) any Professional Services in the nature of staff augmentation.

7.2 Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy for any non-conformities to the express limited warranties under paragraph (a) shall be as follows: provided that, within the applicable 60-day period, Customer notifies Hyland in writing of the non-conformity, Hyland will use commercially reasonable efforts to re-perform the non-conforming services in an attempt to correct the non-conformity(ies). If Hyland is unable to correct such non-conformity(ies) after a reasonable period of time, Customer's sole and exclusive remedy shall be to terminate the Services Proposal under which the non-conforming Services have been performed, in which event Hyland will refund to Customer any portion of the services fees under such Services Proposal relating directly to such non-conforming Professional Services paid prior to the time of such termination.

8. TERMINATION.

8.1 By Customer. Customer may terminate this Professional Services Schedule, including any Services Proposal, pursuant to Section 1.2 of the General Terms.

8.2 Terminating a Services Proposal. In addition to the terms provided in Section 1.3 of the General Terms Schedule, in the event of any termination of a Services Proposal, Customer agrees to compensate Hyland for all Professional Services already performed prior to, and including, the date of termination, except to the extent that Hyland has breached its obligations to perform such Professional Services and such breach is the cause of such termination.

HYLAND MASTER AGREEMENT

This Master Agreement consists of this document and the following attached schedules (collectively the “Agreement”):

- Initial Purchase Table Schedule
- General Terms Schedule
- SaaS Schedule (includes Hosting Acceptable Use Policy Attachment)
- Professional Services Schedule

All products or services which may be licensed or purchased by Customer from Hyland from time to time under a schedule shall be governed by this Agreement (including any Services Proposal that may be entered into under this Agreement). Customer specifically represents and warrants to Hyland that Customer has read and understands all of the terms and conditions contained in this Agreement prior to entering into this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

“CUSTOMER”

“HYLAND

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Tax Information:

Hyland Legal

___ (1) Exempt (Provide Tax Exemption Form)

Approved By:

___ (2) Non-Exempt

Date:

INITIAL PURCHASE TABLE SCHEDULE

PURCHASE TABLE (SAAS)

INITIAL COMPONENTS OF HOSTED SOLUTION	
Initial Software licensed:	
	Quantity
Encrypted Disk Groups	1
Encrypted Alpha Keywords	1
Initial Service Class Package: _____	
Initial data storage allocation: _____ terabytes	
Initial data center location: Primary: US Secondary: US	

INITIAL FEES FOR INITIAL COMPONENTS OF THE HOSTED SOLUTION:		
		SaaS Fees
Year 1		\$/year
Year 2		\$/year
Year 3		\$/year
Initial Hosted Solution setup and activation		Initial Set Up Fees
		\$

GENERAL TERMS SCHEDULE

This General Terms Schedule (“General Terms” or “General Terms Schedule”) includes terms that will apply to any product license or service you purchase from Hyland under another Schedule that is made a part of this Agreement. Other Schedules will have more specific terms relevant to the product licensee or service governed by that Schedule. The Defined Terms in Section 9 of these General Terms define the terms used throughout these General Terms as well as the Schedules.

1. TERM; TERMINATION; SURVIVAL OF PROVISIONS AFTER EXPIRATION OR TERMINATION.

1.1 Term. This Agreement shall have a term commencing on the Effective Date, and will continue until all Schedules have been terminated in accordance with their terms.

1.2 Termination.

1.2.1 *By Customer.* Except as otherwise stated in a Schedule, Customer may terminate any Schedule for any reason or for no reason, upon not less than thirty (30) days advance written notice to Hyland to such effect.

1.2.2 *By Either Party.* Either party may terminate this Agreement in its entirety or any Schedule, effective immediately upon written notice to the other party, if the other party has committed a breach of a material provision of this Agreement or any Schedule 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; provided, that Hyland shall not be required to give Customer any opportunity to cure any breach in the case of a Prohibited Act or breach of the U.S. Government End User section of a Software License Schedule or Software License and Maintenance Schedule – Subscription or a SaaS Schedule, each of which are considered for all purposes to be material provisions of this Agreement.

1.2.3 *Termination of General Terms Schedule.* Notwithstanding the foregoing, this General Terms Schedule will terminate when and only if all other Schedules have been terminated.

1.3 Certain Effects or Consequences of Termination; Survival of Certain Provisions.

1.3.1 *Generally.* Any termination of this Agreement or any Schedule will not discharge or otherwise affect any pre-termination obligations of either party existing under this Agreement at the time of termination, including Customer’s obligation to pay to Hyland all fees and charges accrued or due for any period or event occurring on or prior to the effective date of termination or expiration of this Agreement or the applicable Schedule; and all liabilities which have accrued prior to the date of termination shall survive.

1.3.2 *Survival of Certain Obligations.* All provisions of this Agreement or of an applicable Schedule, which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to all sections of these General Terms (except Section 8.12).

1.3.3 *Termination of a Schedule.* If a Software License Schedule - Perpetual or a Software License and Maintenance Schedule – Subscription or a SaaS Schedule is terminated in accordance with its terms, then this entire Agreement will terminate with respect to the Software licensed under such Schedule. Otherwise, termination of a Schedule will not affect the remaining Schedules.

2. PAYMENT TERMS.

2.1 Purchase Orders. Customer acknowledges and agrees that, when this Agreement is signed by both parties, the parties will treat this Agreement as: (a) Customer’s written purchase order for the matters described in the Initial Purchase Table Schedule, and (b) Hyland’s acceptance of such purchase order.

2.2 Invoicing. All invoices shall be sent electronically by Hyland to Customer to the attention of “Accounts Payable,” or to such other person or department as Customer may specify from time to time by written notice to Hyland. In the event any invoice contains a billing error which is discovered by Hyland, Hyland may issue a new invoice to correct the error.

2.3 General Payment Terms. So long as Customer is not in default of any payment obligations under this Agreement (including any Services Proposal), except as otherwise provided in this Agreement, Customer shall pay in full each invoice issued hereunder net thirty (30) days from the date of Customer’s receipt of such invoice.

2.4 Taxes and Governmental Charges. All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on Hyland’s income). In the event Customer is required by law to withhold taxes, Customer agrees to furnish Hyland all required receipts and documentation substantiating such payment. If Hyland is required by law to remit any tax or governmental charge on behalf of or for the account

of Customer, Customer agrees to reimburse Hyland within thirty (30) days after Hyland notifies Customer in writing of such remittance. Customer agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of Customer, where such certificates are applicable.

2.5 **Resolution of Invoice Disputes.** If, prior to the due date for payment under any invoice, Customer notifies Hyland in writing that it disputes all or any portion of an amount invoiced, both parties will use reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any amount remains disputed in good faith after such (30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties' executive managers are unable to resolve the dispute within ten (10) calendar days of such meeting, either party thereafter may file litigation in a court of competent jurisdiction under Section 8.1 of these General Terms to seek resolution of the dispute.

2.6 **Certain Remedies For Non-Payment or For Late Payment.** At the election of Hyland, exercisable by written notice to Customer, any past due amounts (except those amounts properly disputed in accordance with Section 2.5 of these General Terms) under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts invoiced hereunder (except those amounts properly disputed in accordance with Section 2.5 of these General Terms), which default continues unremedied for at least thirty (30) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any services under this Agreement or any Services Proposal, including the delivery of any Upgrades and Enhancements to Customer, unless and until such default shall have been cured.

2.7 **U.S. Dollars; Delivery of Hasps and CDs.** All fees, costs and expenses under this Agreement shall be determined and invoiced in, and all payments required to be made in connection with this Agreement shall be made in, U.S. dollars. Delivery of CDs, if any, shall be F.O.B. Hyland's offices in Westlake, Ohio, USA.

2.8 **Training.** Hyland offers training courses to Customer and its employees as described on Hyland's training web portal (currently, <https://training.onbase.com>). Training fees for such courses shall be determined at Hyland's retail prices in effect at the time Customer registers for training. Hyland shall invoice Customer for applicable training fees upon Customer's registration for each training course and such invoice shall be due and payable in accordance with Section 2.3 above. In the event that Customer prepays for training, then such prepaid training shall expire twelve (12) months from the date Hyland accepts Customer's purchase order for such training.

3. CONFIDENTIAL INFORMATION.

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

3.2 Each party agrees that, with respect to the Confidential Information of the other party, or its affiliates, such party as a recipient shall use the same degree of care to protect the other party's Confidential Information that such party uses to protect its own confidential information, but in any event not less than reasonable care, and not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 3 committed by any of such party's employees, agents, consultants, contractors or representatives.

4. OWNERSHIP AND PROHIBITED CONDUCT.

4.1 **Ownership.** Hyland and its suppliers own the Software, Work Products, Documentation and Innovations, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the foregoing. The Software, Documentation, and Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software, Innovations or Work Products are transferred to Customer. Customer agrees to take all reasonable steps to protect all Work Products and Innovations, and any related Documentation, delivered by Hyland to Customer under this Agreement from unauthorized copying or use. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software or Work Products, except for the limited express rights granted in a Software License Schedule – Perpetual or a Software License and Maintenance Schedule – Subscription or a SaaS Schedule. Customer acknowledges and agrees that, with

respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software, and Hyland's policies respecting Upgrades and Enhancements (including but not limited to its release process). THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

4.2 Prohibited Acts. Customer agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear on or during the use of the Software, Work Products, Documentation or Third Party Software; (b) sell, transfer, rent, lease or sublicense the Software, Work Products, Documentation, Third Party Software, or Third Party Software documentation to any third party; (c) except as expressly permitted with respect to Work Products, alter or modify the Software, Work Products, Documentation or Third Party Software; or (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Software, Work Products, Documentation or Third Party Software, or prepare derivative works therefrom.

5. DISCLAIMER OF WARRANTIES.

5.1 EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN THE SCHEDULES MADE PART OF THIS AGREEMENT, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, HOSTED SOLUTION (INCLUDING ANY SOFTWARE OR HARDWARE), WORK PRODUCTS, INNOVATIONS, INFORMATION, MAINTENANCE AND SUPPORT, HOSTING SERVICES, PROFESSIONAL SERVICES OR ANY OTHER SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SERVICES PROPOSAL. HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT, HOSTING SERVICES, PROFESSIONAL SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN A HOSTING SCHEDULE, HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

5.2 CUSTOMER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, WORK PRODUCTS, MAINTENANCE AND SUPPORT, HOSTING SERVICES AND PROFESSIONAL SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

5.3 HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE OR WORK PRODUCTS USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE AND WORK PRODUCTS "AS IS."

5.4 No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

6. LIMITATIONS OF LIABILITY.

6.1 EXCEPT AS PROVIDED IN SECTION 6.3 BELOW, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY (INCLUDING IN THE CASE OF HYLAND, ITS SUPPLIERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY TYPE OF CLAIM FOR LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, WORK PRODUCTS OR SERVICES, OR LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, EXPENSES OR COSTS.

6.2 EXCEPT AS PROVIDED IN SECTION 6.3 BELOW, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, HYLAND AND ITS SUPPLIERS' MAXIMUM LIABILITY ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED: (A) WITH RESPECT TO ALL CLAIMS ARISING OUT OF A CUSTOMER DATA INCIDENT (AS DEFINED WITH RESPECT TO A HOSTING SCHEDULE – PERPETUAL OR SOFTWARE-AS-A-SERVICE SCHEDULE), THREE (3) TIMES ALL FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO HYLAND AS DESCRIBED IN THIS AGREEMENT DURING THE YEAR IN WHICH SUCH CUSTOMER DATA INCIDENT OCCURRED; AND (B) WITH RESPECT TO CLAIMS BASED UPON ALL OTHER MATTERS, THE AMOUNT OF FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO HYLAND AS DESCRIBED IN THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY OF THE FOREGOING, IN NO EVENT SHALL MICROSOFT, AS A SUPPLIER TO HYLAND

OF THIRD PARTY SOFTWARE BUNDLED WITH THE SOFTWARE LICENSED UNDER THIS AGREEMENT, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS (\$5.00).

6.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS OF SECTIONS 6.1 AND 6.2(B) ABOVE, AS APPLICABLE, SHALL NOT APPLY WITH RESPECT TO: (1) ANY CLAIMS, LOSSES OR DAMAGES OF THIRD PARTIES THAT ARE SUBJECT TO THE RESPONSIBLE PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (2) ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THE RESPONSIBLE PARTY'S BREACH OF SECTION 3 (CONFIDENTIAL INFORMATION) (EXCEPT WITH RESPECT TO CUSTOMER DATA AS DEFINED FOR A HOSTING SCHEDULE – PERPETUAL OR SOFTWARE-AS-A-SERVICE SCHEDULE); OR (3) ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S OR CONTRACTOR'S PROHIBITED ACTS.

6.4 IF CUSTOMER USES THE SOFTWARE IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IS AN ADVISORY DEVICE AND IS NOT A SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF THE CUSTOMER'S USERS OF THE SOFTWARE. IN ADDITION TO THE LIMITATIONS OF LIABILITY PROVIDED IN THE GENERAL TERM SCHEDULE, HYLAND SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OF THE SOFTWARE AS AN ADVISORY DEVICE.

7. **FORCE MAJEURE.** No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 7 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 7 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

8. GENERAL PROVISIONS.

8.1 **Governing Law; Jurisdiction.** This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Cuyahoga County, Ohio.

8.2 **Interpretation.** The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

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

8.4 **Integration.** This Agreement, including any and all exhibits and schedules referred to herein and any Service Proposal, set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges and supersedes all prior agreements, negotiations and discussions between them on the same subject matter. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Customer and Hyland specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any purchase order or other electronic, written or oral communication made from Customer to Hyland are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

8.5 **Notices.** Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered U.S. mail, (B) certified U.S. mail, return receipt requested, or (C) reputable, national overnight courier, in any such case addressed and sent to Hyland at 28500

Clemens Road, Westlake, OH 44145 Attn: General Counsel and to Customer at _____, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

8.6 **Binding Effect; No Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign, transfer or sublicense all or part of this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by a party of this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of such party's assets that assumes in writing all of such party's obligations and duties under this Agreement. Any assignment made without compliance with the provisions of this Section 8.6 shall be null and void and of no force or effect. Customer acknowledges that Hyland and/or any of its affiliates may fulfill any of Hyland's obligations contemplated by this Agreement.

8.7 **Severability.** In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

8.8 **Subcontracting.** Hyland may subcontract all or any part of the services, provided that Hyland shall remain responsible to Customer for the provision of any subcontracted services.

8.9 **Independent Contractor.** The parties acknowledge that Hyland is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing any services.

8.10 **Export.** The Software, Third Party Software, Work Products and Documentation are subject to export control laws and regulations of the United States and other jurisdictions. Customer agrees to comply fully with all relevant export control laws and regulations, including the regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software, Third Party Software, Work Products or Documentation is not exported in violation of United States of America law or the laws and regulations of other jurisdictions. Customer agrees that it will not export or re-export the Software, Third Party Software, Work Products or Documentation to any organizations or nationals in the United States embargoed territories of Cuba, Iran, North Korea, Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. Customer shall not use the Software, Third Party Software, Work Products, or Documentation for any prohibited end uses under applicable laws and regulations of the United States and other jurisdictions, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America and other jurisdictions.

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

8.12 **Marketing and Publicity.**

(a) ***References and Site Visits.*** From time to time, upon the reasonable request of Hyland, Customer agrees to make one or more employees available: (i) for telephone interviews with Hyland and/or third parties, relating to Hyland, the Software, Customer's use of the Software, the benefits Customer has derived from the Software or similar topics; and (ii) to participate in customer site visits. Hyland agrees that it shall reimburse Customer for any out-of-pocket travel, lodging, registration and meals costs and expenses that are incurred by any such employees of Customer in connection with any off site visit if applicable, provided that such costs and expenses are reimbursable in accordance with Hyland's expense reimbursement policies.

(b) ***Press Release.*** Either party may, with prior approval of the other party, prepare and issue a press release referring to the other party and relating to the signing of this Agreement, the scope of the relationship and the Software solution established under this Agreement.

(c) *Case Studies.* Hyland may, with the prior approval of Customer, prepare, publish and distribute, for its sales, marketing and advertising purposes, one or more case studies describing any or all of the applications for which the Software will be used by Customer (e.g., Accounts Payable).

(d) *Limitations.* Except as specifically set forth in paragraphs (a) through (c) above, or as necessary to perform its obligations under this Agreement, neither party shall, without the prior written consent of the other party, use the names, services marks or trademarks of such other party nor the name of any employee of such other party, or reveal the existence of or terms of this Agreement, in any advertising or publicity release or promotional literature.

8.13 Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

8.14 Expenses. Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

8.15 Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this Agreement as it applies to their respective software products.

9. DEFINED TERMS.

9.1 General Defined Terms

“Customer” means _____ (CA TO INSERT CUSTOMER NAME).

“Delivery” means:

(a) in the case of Software: (1) for any Software module included in the initial Software referenced in the Initial Purchase Table Schedule, by the electronic downloading of such Software onto Customer’s systems, or such Software being made available by Hyland to Customer for electronic download onto Customer’s systems from a location identified by Hyland to Customer; or (2) in the case of any later licensed Software module, by the Delivery (in accordance with subparagraph (b) below) by Hyland to Customer of a Production Certificate which includes such Software module; and

(b) in the case of a Production Certificate, by Hyland either shipping (physically or electronically) the Production Certificate to Customer or making the Production Certificate available for electronic download by Customer from a location identified by Hyland to Customer (including through one of Hyland’s authorized solution providers).

“Documentation” means: (a) in the case of the Software: (1) to the extent available, the “Help Files” included in the Software, or (2) if no such “Help Files” are included in the Software, such other documentation published by Hyland, in each case, which relate to the functional, operational or performance characteristics of the Software; or (b) in the case of any Work Product, the Specifications (if any) for the Work Product.

“Effective Date” means (i) as used in these General Terms and any Schedule included in this Agreement upon such Effective Date, the date this Agreement is signed by the last party that signs this Agreement, as determined based upon the dates set forth after their respective signatures, and (ii) as used in any Schedule that is added to this Agreement after the Effective Date as described in (i) of this definition, the date that the amendment adding such Schedule is signed by the last party that signs such amendment, as determined based upon the dates set forth after their respective signatures.

“Innovations” means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of this Agreement (including any Services Proposal).

“Production Certificate” means: license codes, a license certificate, or an IFM file issued by Hyland and necessary for Customer to activate Software for Customer’s production use.

“Prohibited Acts” mean any action taken by Customer that is: (i) in violation of Section 1 of a Software License Schedule - Perpetual or Section 1, 2 or 3 of a Software and Maintenance Schedule – Subscription or Section 2 of a SaaS Schedule or (ii) contrary to Section 4 of these General Terms.

“Professional Services” means any professional services provided by Hyland under a Services Proposal, including but not limited to those services listed at <https://www.hyland.com/community>. Examples of the services include: (a) installation of the Software;

(b) consulting, implementation and integration projects related to the Software, including but not limited to the customized configuration of Software integration modules or business process automation modules; (c) project management; (d) development projects in connection with the integration of Software with other applications utilizing any Software application programming interface (API).

“Services Proposal” means either: (a) a written proposal issued under a Professional Services Schedule, and which sets forth the Professional Services Hyland will provide to Customer and which is signed by Customer and Hyland; or (b) a purchase order submitted by Customer and accepted by Hyland for Professional Services.

“Software” means: (a) Hyland’s proprietary software products, listed in the Initial Purchase Table Schedule, and other Hyland proprietary software products for which Customer submits a written purchase order to Hyland (or an authorized solution provider) that Hyland accepts and fulfills, including, in each case, third party software bundled by Hyland together with Hyland’s proprietary software products as a unified product; (b) all Upgrades and Enhancements of the software products described in clause (a) which Customer properly obtains pursuant to Maintenance and Support or received under a SaaS Schedule.

“Specifications” means the definitive, final functional specifications for Work Products, if any, produced by Hyland under a Services Proposal.

“Upgrades and Enhancements” means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that Hyland makes available to Customer or to Hyland’s end users generally during the term of a Maintenance Schedule or Software License and Maintenance Schedule – Subscription or a SaaS Schedule to correct Errors or deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed Software.

“Working Hour” means the services of one (1) person for a period of one (1) hour (or any part thereof) during regular business hours, and shall include the travel time during which Hyland’s resource(s) is required to travel outside of the metropolitan area in which such Hyland resource(s) regularly works when not at a third party location; provided that time spent commuting from a local place of residence (including a hotel) to a work location in the same metropolitan area will not be included in travel time.

“Work Products” means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, or items created using the configuration tools of the Software, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of services under this Agreement. If applicable, Work Products shall include any pre-configured templates or VBScripts which have been or may be created or otherwise provided by Hyland to Customer as part of the configuration of the advance capture module of the Software.

SOFTWARE-AS-A-SERVICE SCHEDULE

This Software-as-a-Service Schedule (“SaaS Schedule”) is part of the Hyland Master Agreement entered into between Customer and Hyland. All capitalized terms not defined in this Schedule shall have the meaning ascribed them in the General Terms.

1. HOSTING SERVICES

1.1 General. During the term of this SaaS Schedule Hyland will: (a) make the Hosted Solution available to Customer pursuant to this SaaS Schedule, the SaaS Security Attachment, the Process Manual and Service Class Manual; and (b) only use Customer Data to provide the Hosted Solution and related services, to prevent or address service or technical problems, or in accordance with Customer’s instructions.

1.2 Process Manual. Prior to or on the Effective Date, Hyland has delivered a then-current copy of the Process Manual to Customer. After the Effective Date, Hyland will have the right to modify the Process Manual (including the right to issue an entirely restated Process Manual) from time to time. The modifications or the revised Process Manual will be effective thirty (30) days after Hyland provides written notice to Customer informing Customer of Hyland’s posting of such modifications or revisions on the website identified in such notice. If the changes to the Process Manual materially adversely affect the services provided to Customer under the Process Manual, Customer may terminate this SaaS Schedule by written notice delivered to Hyland within 30 days of Customer’s receipt of such notice from Hyland. Such termination shall be effective thirty (30) days after Hyland’s receipt of Customer’s written notice. In the event of any conflict between any provisions in the Process Manual and this SaaS Schedule, this SaaS Schedule shall prevail.

1.3 Service Class. Prior to or on the Effective Date, Hyland has delivered a then-current copy of the Service Class Manual to Customer. After the Effective Date, Hyland will have the right to modify the Service Class Manual (including the right to issue an entirely restated Service Class Manual) from time to time. The modifications or the revised Service Class Manual will be effective thirty (30) days after Hyland provides written notice to Customer informing Customer of Hyland’s posting of such modifications or revisions on the website identified in such notice. Notwithstanding the foregoing no modifications of the Service Class Manual relating to Customer’s then-current Service Class will be effective until the next renewal of this SaaS Schedule. The initial Service Class purchased by Customer is set forth in the Initial Purchase Table Schedule. Customer may upgrade the Service Class at any time, but may downgrade such Service Class only after the expiration of the Initial Term (as defined below) of this SaaS Schedule. In the event Customer elects to downgrade such Service Class, such downgrade will not be effective until the beginning of the next renewal of this SaaS Schedule. To modify a Service Class selection, Customer must submit a purchase order indicating the new Service Class.

1.4 Return of Customer Data and Deletion. Upon termination or expiration of this SaaS Schedule for any reason:

(a) Upon written request by Customer to Hyland sent to cloud@hyland.com made within thirty (30) days after the effective date of any such termination or expiration for Customer Data extraction services (“Notice of Return of Customer Data”), Hyland will either: (1) return Customer Data to Customer by providing: Customer Data on one (1) or more encrypted hard drives or other similar media and an export file containing the relevant keyword values and related file locations for the Customer Data or (2) make available to Customer the Customer Data for extraction via SFTP. Hyland will work with Customer on determining the extraction method most suitable to meet Customer’s requirements. Customer acknowledges and agrees that thirty (30) days after Hyland has sent or made available to Customer the Customer Data, Hyland shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all such Customer Data from all of Hyland’s datacenters, including all replicated copies.

(b) Upon written request by Customer to Hyland sent to cloud@hyland.com made within thirty (30) days after the effective date of any such termination or expiration for the deletion of Customer Data (“Notice of Deletion of Customer Data”), Hyland will 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.

(c) If Customer does not provide the Notice of Return of Customer Data or the Notice of Deletion of Customer Data in accordance with paragraph (a) or (b) above, Customer acknowledges and agrees that thirty (30) days after any termination or expiration of this SaaS Schedule, Hyland will 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.

1.5 Data Location. Hyland shall store Customer Data at data centers located in the country(ies) indicated in the Initial Purchase Table. Hyland may, at its expense, change the location of the Customer Data to other data centers; provided that such locations remain in that country.

2. GRANT OF RIGHTS AND PROHIBITED ACTS.

2.1 Hosted Solution Use Grant. During the term of this SaaS Schedule, Hyland grants to Customer a revocable, non-exclusive, non-assignable (except as provided in the General Terms), limited right to use the Hosted Solution as provided by Hyland, and the associated Documentation, solely for use by Customer and its Users for the internal business purposes of Customer, and only for capturing, storing, processing and accessing Customer's data.

The Hosted Solution is for use by Customer and its Users and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer and its Users shall not make any use of the Hosted Solution in any manner not expressly permitted by this SaaS Schedule. Customer acknowledges that it may only access Customer Data via the Hosted Solution and shall only access the Hosted Solution in a manner consistent with this SaaS Schedule and the Documentation. Customer further acknowledges that all components of the Hosted Solution made available by Hyland, including any components downloaded or installed locally on Customer's or Users' systems, are solely for use with the Hosted Solution 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 Hosted Solution 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 Test Environments. Customer may purchase limited access to Testing Environments or Testing Lite Environments, or both. Hyland agrees that the security measures described in the SaaS Security Attachment are also applied to the Testing Environment and Testing Lite Environment. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Testing Environment and Testing Lite Environment. If, at any time, Customer is not satisfied with the Testing Environment or Testing Lite Environment, Customer's sole and exclusive remedy shall be to stop using the Testing Environment or Testing Lite Environment.

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

2.5 Audit Rights. Upon reasonable notice to Customer, Hyland shall be permitted access to audit Customer's use of the Hosted Solution solely in order to determine Customer's compliance with the grant of use and pricing terms of the Agreement and this SaaS Schedule. Customer shall reasonably cooperate with Hyland with respect to its performance of such audit. Customer acknowledges and agrees in entering into the Agreement and its purchases hereunder are not contingent on the availability of any future functionality, features, programs, or services.

2.6 Third Party Services and Content. The Hosted Solution may contain functionality which allows Customer to: (a) access, link or integrate the Hosted Solution 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 Hosted Solution 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 Hosted Solution. Hyland is not responsible for any third party content, products or materials purchased, accessed or used by Customer or its Users using the Hosted Solution.

2.7 Prohibited Acts. Customer agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear during the use of the Hosted Solution; (b) sell, transfer, rent, lease or sub-license the Hosted Solution to any third party; (c) alter or modify the Hosted Solution; (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Hosted

Solution, or prepare derivative works therefrom; or (e) use the Hosted Solution or permit it to be used for the purposes of evaluation, benchmarking, or other comparative analysis intended for external publication without Hyland's prior written consent.

3. PRICES, INVOICES AND PAYMENT

3.1 Initial Setup Fees. Hyland will invoice Customer for Initial Setup Fees in the amount set forth in the Initial Purchase Table Schedule promptly following the Effective Date. Hyland will invoice Customer for Initial Setup Fees upon each additional purchase of Software for the Hosted Solution upon acceptance of Customer's purchase order for such Software.

3.2 SaaS Fees. Customer shall pay SaaS Fees to Hyland for the Hosted Solution in such amounts as are invoiced by Hyland; provided, that during the Initial Term, Customer shall pay SaaS Fees to Hyland for the Hosted Solution as initially composed in accordance with the Initial Purchase Table Schedule. 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 at least sixty (60) days prior to the beginning of such year, and such invoice shall be due and payable by Customer to Hyland before the beginning of such year. In the event Customer adds Software modules for the Hosted Solution, Hyland will invoice Customer for SaaS Fees for such additional Software modules on a prorated basis upon Hyland's acceptance of the purchase order for such additional Software modules. Thereafter, SaaS Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.

3.3 Consumption Fees. Hyland will invoice Customer 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 Hosted Solution exceeds Customer's data storage allocation as set forth in the Initial Purchase Table.

3.4 Other Fees. If Customer procures and Hyland provides any other services or deliverables in connection with the Hosted Solution that are not covered by the fees and charges described in Sections 3.1 through 3.3 above, Hyland will invoice Customer 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. **OWNERSHIP OF HOSTED SOLUTION.** Hyland and its suppliers own the Hosted Solution, any and all computer hardware and telecommunications or other equipment and computer software, included in the Hosted Solution, and including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the components of the Hosted Solution. The Hosted Solution and other software components of the Hosted Solution are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Hosted Solution or other hardware or software components of the Hosted Solution are transferred to Customer. Customer agrees that nothing in this SaaS Schedule or associated documents gives it any right, title or interest in or to any of the foregoing, except for the limited express rights granted in this SaaS Schedule. THIS SAAS SCHEDULE IS NOT A WORK-FOR-HIRE AGREEMENT. At no time shall Customer file or obtain any lien or security interest in or on any components of the Hosted Solution.

5. **U.S. GOVERNMENT END USERS.** To the extent applicable to Customer, the terms and conditions of the Agreement shall pertain to the U.S. Government's use and/or disclosure of the Hosted Solution, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of the Agreement and/or the delivery of the Hosted Solution, the U.S. Government hereby agrees that the Software, Third Party Software and Work Products included in the Hosted Solution qualify as "commercial" computer software within the meaning of ALL U.S. federal acquisition regulation(s) applicable to this procurement and that the Software and Work Products are developed exclusively at private expense. If this license fails to meet the U.S. Government's needs or is inconsistent in any respect with Federal law, the U.S. Government agrees to return this Hosted Solution to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Hosted Solution or Documentation by the U.S. Government is subject solely to the terms of the Agreement, as stated in DFARS 227.7202, and the terms of the Agreement shall supersede any conflicting contractual term or conditions.

6. SUPPORT SERVICES.

6.1 HOSTED SOLUTION SUPPORT TERMS. Hyland will provide Hosted Solution Support in accordance with this Section and the Support Prioritization Attachment attached hereto.

(a) Technical Support Services. Hyland will provide telephone or online technical support related to problems reported by Customer and associated with the operation of the Hosted Solution, including assistance and advice related to the operation of the Hosted Solution.

(b) Error Correction Services. With respect to any issues or errors in the Hosted Solution which are reported by Customer and which are confirmed by Hyland, Hyland will use its reasonable efforts to correct such issue or error, which may be

effected by a commercially reasonable workaround. Hyland shall promptly commence to confirm any reported issues or errors after receipt of a proper report of such suspected issue or error from Customer in accordance with the Support Prioritization Attachment. Hyland may elect to correct the issue or error by updating or upgrading the applicable component of the Hosted Solution to a new build or version.

(c) Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services.

(1) *Customer Reporting Requirements.* When requesting support services, Customer must report problems, issues, and errors via Hyland's secure end user website (currently www.hyland.com/community), except that Customer may call 440-788-5600 for Level 1 and Level 2 Severity Levels. In the case of reporting a problem, issue, or error with the Hosted Solution, Customer will provide Hyland with as much information and access to systems as reasonably possible to enable Hyland to investigate and attempt to identify and verify the problem, issue or error. Customer will work with Hyland support personnel during the problem isolation process, as reasonably needed. Customer will notify Hyland of any configuration changes it has made to the Hosted Solution, such as workflow configuration changes, network installation/expansion, integrations, upgrades, relocations, etc.

(2) *Hyland Response Procedures.* Hyland shall respond to all reports in accordance with the Support Prioritization Attachment. Hyland: (a) will respond based on the confirmed severity level; (b) may reclassify severity levels as it learns information about such problems, issues or errors during the resolution process; and (c) obligations for a reported issue or error concludes upon delivery of a Resolution in accordance with the Support Prioritization Attachment.

(d) Software Upgrades and Enhancements. Hyland will make available, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site (currently www.hyland.com/community), all Upgrades and Enhancements to the Software, if and when released during the term of this SaaS Schedule.

(e) Update, Upgrade, Change or Replacement of Components of the Hosted Solution. Hyland may update or upgrade the build or version of the Software used in the Hosted Solution from time to time at Hyland's expense. Hyland also may change, replace, update or upgrade the hardware or other software components of the Hosted Solution from time to time. Customer agrees to collaborate with Hyland and assist Hyland in connection with the completion of installation and testing of any update or upgrade related to the Hosted Solution.

6.2 EXCLUSIONS.

(a) Generally. Hyland is not responsible for providing, or obligated to provide, Hosted Solution Support: (1) in connection with any errors, defects or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Hosted Solution or from any error or defect in any configuration of any component of the Hosted Solution, which activities in any such case were undertaken by any party other than Hyland or a party retained by Hyland; (2) in connection with any error or defect or problem in any other component of the Hosted Solution if Hyland has previously made available corrections for such error or defect which Customer fails to implement; (3) in connection with any errors, defects or problems which have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in any software, hardware or system or networking which is not a part of the Hosted Solution; (4) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Hosted Solution Support to Customer with respect to the Hosted Solution; or (5) in connection with any questions related to the operation or use of the Software application programming interfaces (APIs); or in connection with any errors, defects or problems with Work Products. Support relating to Work Products and the operation or use of APIs may be provided, on a case-by-case basis, as mutually agreed to in an applicable Services Proposal which outlines Professional Services for such support activities.

7. **SECURITY.** During the term of this SaaS Schedule, Hyland shall maintain a security program which shall conform to the SaaS Security Attachment, attached hereto. In the event that any terms in the SaaS Security Attachment conflict with any terms in the Process Manual, the SaaS Security Attachment shall control.

8. **CERTAIN RESPONSIBILITIES AND OBLIGATIONS OF CUSTOMER.**

8.1 Customer Responsibilities. In connection with the relationship established between Customer and Hyland under this SaaS Schedule:

(a) except as otherwise expressly permitted under the terms of this SaaS Schedule, Customer will not permit or authorize any third parties (such as persons or legal entities) to use the Hosted Solution;

(b) Customer will comply with Hyland's Acceptable Use Policy, as in effect from time to time, a copy of the current form of which is attached hereto as Attachment A;

(c) Customer is responsible for all Users use and all access through Customer and its Users of the Hosted Solution and compliance with this SaaS Schedule and the Agreement;

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

(e) Customer shall prohibit unauthorized access to, or use of, the Hosted Solution and shall notify Hyland promptly of any such unauthorized access or use;

(f) Customer understands and agrees: (a) its use of the Hosted Solution and compliance with any terms and conditions under this SaaS Schedule and the Agreement does not constitute compliance with any law and (b) Customer has an independent duty to comply with any and all laws applicable to it.

(g) Customer designates the initial Customer Security Administrator as [CUSTOMER TO COMPLETE WITH INDIVIDUAL'S NAME AND EMAIL]. "Customer Security Administrators" (also referred to as "CSA" or "CSAs") are individuals designated by Customer who are authorized to submit Hosted Solution configuration change requests, speak authoritatively on behalf of Customer's Hosted Solutions 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.

(h) 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 Hosted Solution. Hyland has no responsibility or obligations in connection with Customer's internal management or administration of Customer's Hosted Solution.

8.2 Export. The Hosted Solution and related documentation are subject to the export controls laws and regulations of the United States and other jurisdictions. Customer agrees not to provide access to or export either directly or indirectly any of the components of the Hosted Solution or related documentation in violation of the export control laws of the United States or other applicable jurisdictions. Customer agrees that it will not provide access to or export or re-export any components of the Hosted Solution or related documentation to a country that is subject to a U.S. embargo (such embargoed countries as of the Effective Date include, but are not limited to, Cuba, Iran, North Korea, Sudan and Syria) under the U.S. Department of Commerce Export Administration Regulations and U.S. Department of State International Traffic in Arms Regulations. Customer will not provide access to or export or re-export any components of the Hosted Solution (or any related documentation) to any prohibited person or entity in violation of U.S. export laws as described above (for more information visit: <http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>). Customer shall not use the Hosted Solution (or any related documentation) for any prohibited end uses under applicable laws and regulations of the United States laws and other jurisdictions, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America or other jurisdictions.

8.3 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 Hosted Solution. Hyland shall have no responsibility or liability under this SaaS Schedule for any unavailability or failure of, or nonconformity or defect in, the Hosted Solution 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.

9. LIMITED WARRANTIES

9.1 Hosted Solution Limited Warranty. Hyland warrants to Customer that during the term of this SaaS Schedule the Hosted Solution will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, the Hosted Solution if: (a) any component of the Hosted Solution has been modified, misused or abused by Customer or a third party, (ii) any such non-conformity arises from or is related to problems within or impacting Customer's computing environment, including any Customer third party software applications, hardware, network or internet connectivity, or (iii) if the Hosted Solution is used in combination with equipment or software other than that which is provided by Hyland or is consistent with the Documentation.

9.2 **Hosted Solution Warranty Remedy.** Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranties under Section 5.1 shall be as follows: provided that Customer notifies Hyland in writing of the non-conformity, Hyland will either (a) correct the non-conforming component of the Hosted Solution, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (b) if Hyland determines that correcting the non-conformity is not commercially practicable, then terminate this SaaS Schedule with respect to the non-conforming component, in which event, upon compliance by Customer with its obligations under Section 11.2 of this SaaS Schedule, Hyland will provide a refund to Customer of the "unused portion of pre-paid SaaS Fees" (as defined below) paid by Customer and attributable to the non-conforming component. The "unused portion of the prepaid SaaS Fees" shall mean an amount equal to the total SaaS Fees paid by Customer for the non-conforming portion of the Hosted Solution for the then current term (or applicable twelve-month period within the Initial Term) during which such removal occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, and the denominator of which shall be twelve (12).

9.3 **Customer Limited Warranty.** Customer represents and warrants to Hyland that: (a) Customer and its Users are the legal custodian of the Customer Data and it has the right and authority to use the Hosted Solution 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 Hosted Solution or Professional Services 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 Hosted Solution or Professional Services.

10. INFRINGEMENT INDEMNIFICATION.

10.1 **Generally.** Hyland agrees to indemnify Customer against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Customer based upon any infringement or misappropriation by the Hosted Solution of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, 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 the Hosted Solution, or to replace the relevant portions of the Hosted Solution 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 this SaaS Schedule upon thirty (30) days advance written notice to Customer and refund to Customer the "unused portion of prepaid SaaS Fees" as defined below paid during the then current term (or applicable twelve-month period within the Initial Term). For these purposes, the "unused portion of prepaid SaaS Fees" shall mean an amount equal to the total SaaS Fees paid by Customer for the term (or applicable twelve-month period within the Initial Term) during which termination occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such termination occurs, and the denominator of which shall be twelve (12). Notwithstanding anything to the contrary, Hyland shall have no obligation to defend or satisfy any claims made against Customer to the extent that such claims arise from: (v) any Customer Data; (w) use of the Hosted Solution other than as expressly permitted by this SaaS Schedule and the Agreement; (x) the combination of the Hosted Solution or any component thereof with any product not furnished by Hyland; (y) the modification or addition of any component of the Hosted Solution, other than by Hyland or any of its authorized resellers specifically retained by Hyland to provide such modification or addition; or (z) the Customer's business methods or processes.

10.2 THIS SECTION 10 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 HOSTED SOLUTION.

11. TERM; TERMINATION.

11.1 **TERM.** Subject to the early termination provisions below, the initial term of this SaaS Schedule will be the three (3) year period that commences on the Effective Date (the "Initial Term"); and such term will automatically renew thereafter for successive terms of one (1) year each, unless and until either party provides at least thirty (30) days advance written notice of non-renewal, in which case this SaaS Schedule shall terminate at the end of the then current term. Either party may terminate this SaaS Schedule pursuant to Section 1.2.2 of the General Terms; Section 1.2.1 of the General Terms shall not apply to this SaaS Schedule. In addition, if, in the reasonable opinion of Customer or Hyland, the compliance by either party with the terms of this SaaS Schedule will be in violation of any law or regulation implemented or modified after the commencement of Hosting Services provided

pursuant to this SaaS Schedule, Customer or Hyland, as the case may be, may terminate this SaaS Schedule upon thirty (30) days written notice to the other party.

11.2 **Effects of Termination.** Immediately upon any termination or expiration of this SaaS Schedule, Customer shall cease any and all uses of or access to the Hosted Solution and Documentation.

11.3 **Transition Period Upon Termination.** Except in the case of termination by Hyland due to Customer's breach of this SaaS Schedule or the Agreement, in the event of any other termination of this SaaS Schedule or the Agreement, Hyland shall, upon Customer's request, continue to provide Hosting Services, Hosted Solution Support and access to the Hosted Solution (except where Hyland is enjoined) pursuant to the terms of this SaaS Schedule and the Agreement for a period of up to ninety (90) calendar days following such a termination (the "Transition Period"), provided Customer pays all applicable SaaS Fees and Consumption Fees for such Transition Period plus an additional five percent (5%) of such fees. During such Transition Period, both parties will reasonably cooperate and use their commercially reasonable efforts to provide for an orderly transition that is designed to minimize the disruption to Customer's business operations. Such cooperation and assistance will be limited to Professional Services consisting of consulting services and subject to Hyland's then-current rates for such Professional Services which will be set out in a purchase order or a Services Proposal in accordance with the Professional Services Schedule to this Agreement.

12. COMPLIANCE WITH LAWS. Subject to Section 11 above, Hyland agrees to comply in all material respects with all laws applicable to Hyland in its performance of services under this SaaS Schedule.

13. SAAS SCHEDULE DEFINED TERMS.

"Consumption Fees" means the amounts payable by Customer for storage of data and information in the Hosted Solution in excess of the data storage allocation set forth in the Initial Purchase Table Schedule for the Hosted Solution.

"Customer Data" means any and all electronic data and information of Customer or Users stored within the Hosted Solution.

"Customer Data Incident" means an unauthorized disclosure of Customer Data resulting from Hyland's failure to comply with the SaaS Security Attachment. Without limitation, Customer Data Incident does not include any of the following that results in no unauthorized access to Customer Data or to any Hyland's systems storing Customer Data: (a) pings and other broadcast attacks on firewalls or edge servers; (b) port scans; (c) unsuccessful log-on attempts; (d) denial of service attacks; or (e) packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers).

"Host Web Site" means the web site hosted by Hyland as part of the Hosted Solution on a web server included in the Network, through which Customer will access the Software and Customer Data stored using the Software.

"Hosted Solution" means a Host Web Site, Network, Software, Third Party Software and Hosting Services provided, collectively, by Hyland under this Agreement.

"Hosted Solution Support" means the services described in Section 6 of the SaaS Schedule.

"Hosting Services" means the services included in the Hosted Solution as described in the SaaS Schedule and Process Manual and any optional hosting services Customer elects to purchase.

"Initial Setup Fee" means the one-time fee invoiced by Hyland to Customer and payable by Customer to Hyland for the setup and activation of the Network and the Host Web Site for use applicable to each Software purchase under the Agreement.

"Network" means the computers and peripheral storage devices, switches, firewalls, routers and other network devices provided by Hyland as part of the Hosted Solution.

"Process Manual" means the latest version of the manual describing the Hosting Services, and certain other components of the Hosted Solution, including the attestations, certification documents and assistance with compliance and security testing Hyland agrees to provide, based upon the Service Class selected by Customer, as posted by Hyland from time to time on a website designated by Hyland.

"Resolution" means Hyland provides Customer with a commercially reasonable workaround, correction, or modification that solves or mitigates a reported Hosted Solution issue or error.

"SaaS Fees" means the amounts invoiced by Hyland and payable by customer to Hyland for the use of the Hosted Solution. The initial SaaS Fees are set forth in the Initial Purchase Table Schedule.

“Service Class” means the service level commitment included as part of Hosting Services, as described in the Service Class Manual, and purchased by Customer as part of the Hosted Solution.

“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.

“Third 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 to Customer as part of the Hosted Solution.

“Testing Environment” means a separate instance of the Hosted Solution (including Customer Data) hosted by Hyland, for use by Customer solely with production data in a non-production environment for the limited purpose of functional and performance testing of the Software and environment, Third Party Software and each Work Product included in the Hosted Solution.

“Testing Lite Environment” means a separate instance of the Hosted Solution (including Customer Data) hosted by Hyland, for use by Customer solely with production data in a non-production environment for the limited purpose of functional testing of the Software and environment, Third Party Software and each Work Product included in the Hosted Solution.

“Users” means Customer’s employees that access and use the Hosted Solution.

SUPPORT PRIORITIZATION ATTACHMENT

Severity Level	Description	Hyland Response
Level 1	“Level 1” means any error or issue in the Hosted Solution that causes total or substantial Hosted Solution failure, which means that the Hosted Solution is down and Customer is unable to access the Hosted Solution in any way.	<p>Upon receiving notification from Customer, Hyland’s support Team Leader will immediately notify a support Manager. Within thirty (30) minutes, the Manager will notify a member of Senior Management or a Vice President.</p> <p>To provide a Resolution, Hyland will work up to and including 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution, provided Customer remains accessible by phone for troubleshooting from the time Hyland receives the notification through Resolution.</p>
Level 2	“Level 2” means an error or issue in the Hosted Solution that causes substantial Hosted Solution failure which prevents a portion of Customer’s users from accessing the Hosted Solution in any way.	<p>Upon receiving notification from Customer, Hyland’s support Team Leader will notify a support Manager within sixty (60) minutes. Within two (2) hours, the Manager will notify a member of Senior Management or Vice President.</p> <p>To provide a Resolution, Hyland will work up to 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution, provided Customer remains accessible by phone for troubleshooting from the time Hyland receives the notification through Resolution.</p>
Level 3	“Level 3” means that the Hosted Solution is usable except that an error or issue in the Hosted Solution causes an ongoing, system-wide, severe performance degradation.	To provide a Resolution, Hyland will work up to 5 days/week, 16 hours/day, through holidays and weekends until there is a Resolution, provided Customer remains accessible by phone for troubleshooting from the time Hyland receives the notification through Resolution.
Level 4	“Level 4” means that the Hosted Solution is usable except that an error or issue in the Hosted Solution prevents a specific feature or functionality from working.	To provide a Resolution, Hyland will use commercially reasonable efforts during regular support hours.
Level 5	“Level 5” means that the Hosted Solution is usable except that an error or issue in the Hosted Solution causes a trivial inconvenience and the task can be completed in another way.	Standard Hosted Solution Support.
Level 6	“Level 6” means Technical Support Services.	Standard Hosted Solution Support.

ACCEPTABLE USE POLICY ATTACHMENT

1. INTRODUCTION.

This Acceptable Use Policy (this "AUP") applies to all persons and entities (collectively referred to herein as "User") who use the services and software products provided by Hyland Software, Inc. ("Hyland") in connection with Hyland's hosting of one or more hosted solutions (collectively referred to herein as "Hosted Solutions"). This AUP is designed to protect the security, integrity, reliability and privacy of Hyland's network and the Hosted Solutions Hyland hosts for its hosting customers.

User's use of the Hosted Solution constitutes User's acceptance of the terms and conditions of this AUP in effect at the time of such use. Hyland reserves the right to modify this policy at any time effective immediately upon Hyland's posting of the modification or revised AUP on Hyland's website: <https://www.hyland.com/community>.

2. USER OBLIGATIONS.

2.1 Misuse. User is responsible for any misuse of a Hosted Solution. Therefore, User must take all reasonable precautions to protect access and use of any Hosted Solution that it uses.

2.2 Restrictions on Use. User shall not use a Hosted Solution in any manner in violation of applicable law including, but not limited to, by:

(a) Infringing or misappropriating intellectual property rights, including copyrights, trademarks, service marks, software, patents and trade secrets;

(b) Engaging in the promotion, sale, production, fulfillment or delivery of illegal drugs, illegal gambling, obscene materials or other products and services prohibited by law. Similarly, soliciting illegal activities is prohibited even if such activities are not actually performed;

(c) Displaying, transmitting, storing or making available child pornography materials;

(d) Transmitting, distributing or storing any material that is unlawful, including encryption software in violation of U.S. export control laws, or that presents a material risk of civil liability to Hyland;

(e) Displaying, transmitting, storing or publishing information that constitutes libel, slander, defamation, harassment, obscenity, or otherwise violates the privacy or personal rights of any person;

(f) Displaying or transmitting obscene, threatening, abusive or harassing messages; or

(g) Promoting, offering or implementing fraudulent financial schemes including pyramids, illegitimate funds transfers and charges to credit cards.

2.3 Prohibited Acts. User shall not use a Hosted Solution to engage in any of the following:

(a) Interfering with, gaining unauthorized access to or otherwise violating the security of Hyland's or another party's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing, including, but not limited to, use in the development, distribution or execution of Internet viruses, worms, denial of service attacks, network flooding or other malicious activities intended to disrupt computer services or destroy data;

(b) Interfering with Hyland's network or the use and enjoyment of Hosted Solutions received by other authorized Users;

(c) Promoting or distributing software, services or address lists that have the purpose of facilitating spam;

(d) Providing false or misleading information in message headers or other content, using non-existent domain names or deceptive addressing, or hiding or obscuring information identifying a message's point of origin or transmission path;

(e) Violating personal privacy rights, except as permitted by law;

(f) Sending and collecting responses to spam, unsolicited electronic messages or chain mail; and

(g) Engaging in any activities that Hyland believes, in its sole discretion, might be harmful to Hyland's operations, public image or reputation.

3. **ENFORCEMENT.** If a User violates this AUP, Hyland may, depending on the nature and severity of the violation, suspend the hosting of any Hosted Solution that such User accesses for so long as necessary for steps to be taken that, in Hyland's reasonable judgment, will prevent the violation from continuing or reoccurring.

4. **NOTICE.** Unless prohibited by law, Hyland shall provide User with written notice via e-mail or otherwise of a violation of this AUP so that such violation may be corrected without impact on the hosting of Hosted Solutions; Hyland shall also provide User with a deadline for User to come into compliance with this AUP. Hyland reserves the right, however, to act immediately and without notice to suspend the hosting of Hosted Solutions in response to a court order or government notice that certain conduct of User must be stopped or when Hyland reasonably determines: (1) that it may be exposed to sanction, civil liability or prosecution; (2) that such violation may cause harm to or interfere with the integrity or normal operations or security of Hyland's network or networks with which Hyland is interconnected or interfere with another of Hyland's customer's use of Hyland services or software products; or (3) that such violation otherwise presents imminent risk of harm to Hyland or other of Hyland's customers or their respective employees. In other situations, Hyland will use commercially reasonable efforts to provide User with at least seven (7) calendar days' notice before suspending the hosting of Hosted Solutions. User is responsible for all charges or fees due to Hyland up to the point of suspension by Hyland, pursuant to the agreement in place between User and Hyland related to such Hosted Solutions.

5. **DISCLAIMER.** Hyland disclaims any responsibility for damages sustained by User as a result of Hyland's response to User's violation of this AUP. User is solely responsible for the content and messages transmitted or made available by User using a Hosted Solution. By using a Hosted Solution, User acknowledges that Hyland has no obligation to monitor any activities or content for violations of applicable law or this AUP, but it reserves the right to do so. Hyland disclaims any responsibility for inappropriate use of a Hosted Solution by User and any liability for any other third party's violation of this AUP or applicable law.

6. **INDEMNIFICATION.** User agrees to indemnify Hyland from and against all liabilities, obligations, losses and damages, plus costs and expenses, including reasonable attorney's fees, arising out of any claim, damage, loss, liability, suit or action brought against Hyland by a third party as a result of the conduct of User that violates this AUP.

7. **WAIVER.** No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

8. **QUESTIONS.** If you are unsure of whether any contemplated use or action is permitted, please contact Hyland, at 440-788-5000.

SAAS SECURITY ATTACHMENT

Introduction: Hyland's Global Cloud Services division ("GCS") maintains and manages a comprehensive written security program designed to protect: (a) the security and integrity of Customer Data; (b) against threats and hazards that may negatively impact Customer Data; and (c) against unauthorized access to Customer Data. Hyland's security program includes the following:

- I. Risk Management
 - a. Conducting an annual risk assessment designed to identify threats and vulnerabilities in the administrative, physical, legal, regulatory, and technical safeguards used to protect GCS, GCS critical access, and the Hosted Solution environment.
 - b. Maintaining a documented risk remediation process to assign ownership of identified risks, establish remediation plans and timeframes, and provide for periodic monitoring of progress.
- II. Information Security Program
 - a. Maintaining a documented comprehensive information security program. This program will include policies and procedures aligning with industry best practices, including ISO 27001/27002.
 - b. Such information security program shall include, as applicable: (i) adequate physical security of all premises in which Customer Data will be processed and/or stored; (ii) reasonable precautions taken with respect to Hyland personnel employment; and (iii) an appropriate network security program.
 - c. These policies will be reviewed and updated by Hyland management annually.
- III. Organization of Information Security
 - a. Assigning security responsibilities to appropriate Hyland individuals or groups to facilitate protection of the Hosted Solution environment and associated assets.
 - b. Establishing information security goals to be met.
- IV. Human Resources Security
 - a. Hyland employees undergo comprehensive screening during the hiring process. Background checks and reference validation will be performed to determine whether candidate qualifications are appropriate for the proposed position. Subject to any restrictions imposed by applicable law and based on jurisdiction, these background checks include criminal background checks, employment validation, and education verification as applicable.
 - b. Ensuring all Hyland employees are subject to confidentiality and non-disclosure commitments before access is provisioned to Hosted Solutions and/or Customer Data.
 - c. Ensuring applicable Hyland employees receive security awareness training designed to provide such employees with information security knowledge to provide for the security, availability, and confidentiality of Customer Data.
 - d. Upon Hyland employee separation or change in roles, Hyland shall ensure any Hyland employee access is revoked in a timely manner and all Hyland assets, both information and physical, are returned.
- V. Asset Management
 - a. Maintaining asset and information management policies and procedures. This includes ownership of assets, an inventory of assets, classification guidelines, and handling standards pertaining to Hyland assets.
 - b. Maintaining media handling procedures to ensure media containing Customer Data is encrypted and stored in a secure location subject to strict physical access controls.
 - c. When a storage device has reached the end of its useful life, procedures include a decommissioning process that is designed to prevent Customer Data from being exposed to unauthorized individuals using the techniques recommended by NIST to destroy data as part of the decommissioning process.
 - d. If a hardware device is unable to be decommissioned using these procedures, the device will be virtually shredded, degaussed, purged/wiped, or physically destroyed in accordance with industry-standard practices. Devices used in the administration of the Customer's Hosted Solution that have been decommissioned will be subjected to these or equally effective standards.
- VI. Access Controls
 - a. Maintaining a logical access policy and corresponding procedures. The logical access procedures will define the request, approval and access provisioning process for Hyland personnel. The logical access process will restrict Hyland user (local and remote) access based on Hyland user job function (role/profile based, appropriate access) for applications and databases. Hyland user access recertification to determine access and privileges will be performed periodically. Procedures for onboarding and offboarding Hyland personnel users in a timely manner will be documented. Procedures for Hyland personnel user inactivity threshold leading to account suspension and removal threshold will be documented.
 - b. Limiting access to Customer Data to its personnel who have a need to access Customer Data as a condition to Hyland's performance of the services under this Agreement. Hyland shall utilize the principle of "least

privilege” and the concept of “minimum necessary” when determining the level of access for all Hyland users to Customer Data. Hyland shall require strong passwords subject to complexity requirements and periodic rotation.

- c. Ensuring strict access controls are in place for Customer Data access by Hyland. Customer administrators control user access, user permissions, and data retention with respect to the Hosted Solution. In the event Customer elects to modify the use of or turn off any encryption functionality, Customer does so at its own risk.

VII. System Boundaries

- a. The systems that compose a functioning Hyland cloud platform for the Hosted Solutions are limited to shared components such as network devices, servers, and software that are physically installed and operating within Hyland’s Internet-enabled network infrastructure. This system boundary also includes the network connectivity, power, physical security, and environmental services provided by the third-party provider that owns and operates the data centers in which this network infrastructure is collocated.
- b. Hyland is not responsible for any system components that are not within this system boundary, including network devices, network connectivity, workstations, servers, and software owned and operated by the Customer or other third parties. Hyland may provide support for these components at its reasonable discretion.

VIII. Encryption

- a. Customer maintains ownership of all Customer Data uploaded to their Hosted Solution through the full lifecycle period. Customer Data may be uploaded via SFTP, TLS/SSL, or through an Hyland services API over a TLS/SSL connection to the Hyland cloud platform. Hyland will configure TLS and/or SSL certificates.
- b. If Customer purchases the applicable encryption service, Customer Data shall be encrypted at rest.
- c. In the event Customer elects to modify the use of or turn off encryption, Customer does so at its own risk.

IX. Physical and Environment Security

- a. The hardware components associated with the Hyland cloud platform used for the Hosted Solution are physically located within data centers that align with TIA-942 Tier 3 or higher. These data centers are owned and operated by providers who have demonstrated compliance with one or more of the following standards (or a reasonable equivalent): International Organization for Standardization (“ISO”) 27001 and/or American Institute of Certified Public Accountants (“AICPA”) Service Organization Controls (“SOC”) Reports for Services Organizations. These providers provide Internet connectivity, physical security, power, and environmental systems and services for the Hyland cloud platform used for the Hosted Solution.
- b. An N-tiered architecture is used to support presentation, application, processing, and data services. For enhanced security in the Hyland cloud platform, technologies such as firewalls, intrusion detection and prevention, and vulnerability management are used.

X. Operations Security

- a. Maintaining documented Hyland cloud operating procedures.
- b. Maintaining change management controls to ensure changes to Hosted Solution production systems made by Hyland are properly authorized and reviewed prior to implementation. Customer is responsible for testing all configuration changes, authentication changes, and upgrades to their Hosted Solution. In cases where the Customer relies upon Hyland to implement changes on its behalf, a written request describing the change must be submitted (e.g. an e-mail) by Customer’s designated Customer Security Administrators (“CSAs”). Hyland will make scheduled configuration changes that are expected to impact Customer access to their Hosted Solution during a planned maintenance window. Hyland may make configuration changes that are not expected to impact Customer during normal business hours.
- c. Monitoring usage and capacity levels within the Hyland cloud to adequately and proactively plan for future growth.
- d. Utilizing virus protection software programs and definitions, which are configured to meet common industry standards designed to protect the Customer Data and equipment located within the Hyland cloud from virus infections or similar malicious payloads.
- e. Implementing disaster recovery and business continuity procedures. These will include replication of Customer Data to a secondary data center in a geographically disparate location from the primary data center.
- f. Maintaining a system and security logging process to capture critical system logs. These logs shall be maintained for at least six months and reviewed on a periodic basis.
- g. Maintaining system hardening requirements and configuration standards for servers deployed within the Hyland cloud used for the Hosted Solution.
- h. Ensuring servers, operating systems, and supporting software used in the Hyland cloud for Hosted Solutions receive all Critical and High security patches within a timely manner, but in no event more than 90 days after release, subject to the next sentence. In the event any such security patch would materially adversely affect the Hosted Solution, then Hyland will use commercially reasonable efforts to implement compensating controls until a security patch is available that would not materially adversely affect the Hosted Solution.

- i. Conducting Network vulnerability scans on at least a quarterly basis and remediate all critical and high vulnerabilities identified in accordance with its patch management procedures.
 - j. Conducting Network penetration tests at least annually.
- XI. Communications Security
 - a. Implementing Network security controls to protect information resources within the Hyland cloud. These shall include network based intrusion detection systems, network segregation through use of stateful-inspection firewalls and a semi-trusted zone, and restricting inbound and outbound traffic to only designated and predefined ports.
 - b. Upon implementation and once annually thereafter, Customer may request Hyland limit access to Customer's Hosted Solution to a list of pre-defined IP addresses at no additional cost.
- XII. Supplier Relationships
 - a. Maintaining a Vendor Management Program for its critical vendors. This program will ensure critical vendors are evaluated on an annual basis.
- XIII. Security Incident
 - a. Employing incident response standards that are based upon applicable industry standards, such as ISO 27001:2013 and National Institute for Standards and Technology ("NIST"), to maintain the information security components of the Hosted Solution environment.
 - b. Responses to these incidents follow the Hyland documented incident response sequence. This sequence includes the incident trigger phase, evaluation phase, escalation phase, response phase, recovery phase, de-escalation phase, and post-incident review phase.
 - c. If Hyland has determined the Customer's Hosted Solution has been negatively impacted by a security or availability incident, Hyland will deliver a root cause analysis summary. Such notice will not be unreasonably delayed, but will occur after initial corrective actions have been taken to contain the security threat or stabilize the Hyland Cloud Platform.
 - d. The root cause analysis will include the duration of the event, resolution, technical summary, outstanding issues, and follow-up, including steps Customer needs to take in order to prevent further issues. Solution information including data elements that require additional confidentiality and security measures (including that of other customers impacted in the event) will not be publicly disclosed. If Customers need additional details of an incident, a request to the Hyland GCS Support team must be submitted and handled on a case by case basis. The release of information process may require an on-site review to protect the confidentiality and security of the requested information.
 - e. Hyland will notify Customer of a Security Incident within 48 hours. A "Security Incident" means a determination by Hyland of an actual disclosure of unencrypted Customer Data to an unauthorized person or entity.
- XIV. Information Security Aspects of Business Continuity Management
 - a. Maintaining a business continuity and disaster recovery plan.
 - b. Reviewing and testing this plan annually.
- XV. Aggregated Data
 - a. Hyland owns all aggregated, anonymized and statistical data derived from the operation of the Hosted Solution, including without limitation, the number of records in the Hosted Solution, the number and types of transactions, configurations, and reports processed as part of the Hosted Solution and the performance results of the Hosted Solution (the "Aggregated Data").
 - b. Hyland may utilize Aggregated Data for purposes of operating Hyland's business. For clarity, Aggregated Data does not include Customer Data.
- XVI. Audit and Security Testing
 - a. Monitoring its compliance with its information security program. This includes periodic internal reviews. Results are shared with Hyland leadership and deviations tracked through to remediation.
 - b. Maintaining a periodic external audit program. Attestations are completed on an annual schedule and as of the Effective Date of the Agreement utilize the SOC 2 standard. A copy of Hyland's most recent SOC 2 report is available to Customers upon written request.
 - c. Customer may conduct audits of Hyland's operations that participate in the ongoing delivery and support of the Hosted Solution purchased by Customer on an annual basis; provided Customer provides Hyland written notice of its desire to conduct such audit and the following criteria are met: (a) Hyland and Customer mutually agree upon the timing, scope, and criteria of such audit, which may include the completion of questionnaires supplied by Customer and guided review of policies, practices, procedures, Hosted Solution configurations, invoices, or application logs, and (b) Customer agrees to Hyland fees (at Hyland's standard rates) for the Professional Services that are required or requested of Hyland in connection with such audit if such audit exceeds 40 hours of Professional Services rendered by Hyland. Prior to any such audit, any third party engaged

by Customer to assist with such audit, must be cleared by Hyland and enter into a Non-Disclosure Agreement directly with Hyland. If any documentation requested by Customer cannot be removed from Hyland's facilities as a result of physical limitations or policy restrictions, Hyland will allow Customer's auditors access to such documentation at Hyland's corporate headquarters in Ohio and may prohibit any type of copying or the taking of screen shots. Where necessary, Hyland will provide private and reasonable accommodation at Hyland's corporate headquarters in Ohio for data analysis and meetings. Upon reasonable notice, Hyland and Customer mutually agree to make necessary employees or contractors available for interviews in person or on the phone during such audit at Customer's cost and expense. Customer is prohibited from distributing or publishing the results of such audit to any third party without Hyland's prior written approval.

- d. Customer may conduct penetration testing against the public URL used to access the Hosted Solution on an annual basis; provided Customer provides Hyland with written notice of its desire to conduct such testing and the following criteria are met: (a) Hyland and Customer mutually agree upon the timing, scope, and criteria of such testing, which may include common social engineering, application, and network testing techniques used to identify or exploit common vulnerabilities including buffer overflows, cross site scripting, SQL injection, and man in the middle attacks, and (b) such testing is at Customer's cost and expense and Customer pays to Hyland fees (at Hyland's standard rates) for the Professional Services that are required or requested of Hyland in connection with such testing. Prior to any such testing, any third party engaged by Customer to assist with such testing, must be cleared by Hyland and enter into a Non-Disclosure Agreement directly with Hyland. Customer acknowledges and agrees that any such testing performed without mutual agreement regarding timing, scope, and criteria may be considered a hostile attack, which may trigger automated and manual responses, including reporting the activity to local and federal law enforcement agencies as well as immediate suspension of Customer's access to or use of the Hosted Solution. Customer is prohibited from distributing or publishing the results of such penetration testing to any third party without Hyland's prior written approval.

PROFESSIONAL SERVICES SCHEDULE

This Professional Services Schedule is part of the Hyland Master Agreement entered into between Customer and Hyland. All capitalized terms not defined in this Schedule shall have the meaning ascribed them in the General Terms.

1. SERVICES PROPOSAL. During the term of this Professional Services Schedule, Customer may request Professional Services from Hyland. Hyland and Customer will discuss the parameters of the request and Hyland will inform the Customer as to whether the Professional Services shall be performed pursuant to a Services Proposal.

2. FULFILLMENT. Hyland will provide such Professional Services as mutually agreed under the Services Proposal. Each mutually agreed upon Services Proposal is incorporated herein by this reference as if fully rewritten herein. Hyland will provide the Professional Services described in any mutually agreed upon Services Proposal at a time and on a schedule that is mutually agreed upon by the parties. If any delays in such Professional Services occur solely as a result of any incorrect information, incorrect assumption or failure of Customer to perform or fulfill its obligations in connection with any Services Proposal, the performance schedule for the applicable project may be extended. Hyland shall have no liability or responsibility for any costs or expenses resulting from such delays. In the event that performance of any milestone set forth in any Services Proposal is not met due to a delay solely caused by Hyland, and provided that such cause is not an event of force majeure as described in Section 7 of the General Terms, Hyland agrees, at no additional charge to Customer, to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the slippage of later milestones or completion of such Professional Services. The parties agree that any Professional Services or Work Products described in this Schedule that have been performed or developed, in whole or in part, prior to the execution of this Agreement by the parties nevertheless shall be covered by all terms and conditions of this Schedule.

3. CHANGES TO SERVICES PROPOSAL. Hyland or Customer may, at any time, reasonably request a change to any Service Proposal. Any requested change that the parties mutually accept (a "Change") will be set forth in a written change order prepared by Hyland and agreed to and signed by both parties that specifically references the relevant Service Proposal. In the event the parties are unable to mutually agree upon a proposed Change or a proposed change order, and such proposed Change relates to a material component of the project that is the subject of the relevant Services Proposal, either party may terminate such Service Proposal upon not less than thirty (30) days advance written notice to the other party.

4. CUSTOMER'S OBLIGATIONS.

4.1 Assistance and Obligations. Customer agrees that it will cooperate with and assist Hyland in the performance of Professional Services under any Services Proposal; will provide the resources specified in the relevant Services Proposal; and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of the relevant Services Proposal. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section and the relevant Services Proposal, Hyland's ability to provide such Professional Services, meet the performance schedule set forth in such Services Proposal and keep services fees reasonably in line with any estimates given in the Services Proposal may be adversely affected. During any period in which Hyland is performing services hereunder, Customer shall provide to the Hyland project team independent local (onsite) and remote (offsite) access through the use of secure connections such as a network connection, VPN connection or other similar methods and dedicated user accounts with appropriate privileges to the Software, hardware or virtual machines allocated to the Software system. Remote and local access will be granted for all provisioned environments, including production.

4.2 Third Party Software Rights. Notwithstanding any contrary terms, if Customer requests Hyland to perform Professional Services on or with respect to any third party software, Customer represents and warrants to Hyland that Customer has all necessary rights to allow Hyland to do so.

4.3 Protection of Customer's Systems. CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

4.4 Safe Work Environment. Customer will be responsible for and shall ensure that while Hyland employees, agents or subcontractors are on Customer's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

5. SERVICES FEES. Except as otherwise provided in any applicable Services Proposal: (a) Hyland will charge services fees to Customer for Professional Services at Hyland's then-current standard list price for the applicable Professional Services; and (b) Hyland shall invoice Customer for Professional Services fees monthly, in arrears, based on the number of Working Hours required to complete the project and the applicable hourly fees; and Customer shall pay in full each such invoice in accordance with the terms of the General Terms. Any estimates of fees or Working Hours required to complete the project

are approximations of the anticipated amount of fees and time needed to complete the project. The actual number of Working Hours may vary.

6. TRAVEL AND EXPENSES. Customer shall be responsible to pay or reimburse Hyland for all customary and reasonable out-of-pocket costs and expenses incurred by Hyland in connection with the performance of services under this Agreement (including fees and expenses relating to travel, meals, lodging and third party vendor registration requirements) in accordance with Hyland's applicable internal policy for the reimbursement of costs and expenses to its employees ("Hyland Expense Policy"). Except as otherwise provided in any applicable Services Proposal, Hyland shall invoice Customer for all reimbursable costs and expenses on a monthly basis, in arrears; and Customer shall pay in full each such invoice in accordance with the General Terms.

7. LIMITED WARRANTY FOR SERVICES.

7.1 Limited Warranty. For a period of sixty (60) days from the date of completion of Professional Services, Hyland warrants to Customer that such services have been performed in a good and workmanlike manner and substantially according to industry standards. This warranty specifically excludes (a) non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under this Agreement; and (b) any Professional Services in the nature of staff augmentation.

7.2 Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy for any non-conformities to the express limited warranties under paragraph (a) shall be as follows: provided that, within the applicable 60-day period, Customer notifies Hyland in writing of the non-conformity, Hyland will use commercially reasonable efforts to re-perform the non-conforming services in an attempt to correct the non-conformity(ies). If Hyland is unable to correct such non-conformity(ies) after a reasonable period of time, Customer's sole and exclusive remedy shall be to terminate the Services Proposal under which the non-conforming Services have been performed, in which event Hyland will refund to Customer any portion of the services fees under such Services Proposal relating directly to such non-conforming Professional Services paid prior to the time of such termination.

8. WORK PRODUCTS GRANT; LIMITED WARRANTY FOR WORK PRODUCTS; INFRINGEMENT INDEMNIFICATION.

8.1 Work Products Grant. Customer agrees to take all reasonable steps to protect all Innovations and Work Products, and any related documentation from unauthorized copying or use. Hyland grants to Customer a limited, non-exclusive and non-assignable limited right to use the Work Products as provided by Hyland for the duration of the term of the SaaS Schedule, solely for use by Customer and its Users for the internal business purposes of Customer in connection with Customer's data and only in connection with Customer's authorized use of the Hosted Solution. Customer further agrees that, in connection with any use of the Work Products by Customer or its Users, the Work Products shall not be copied and installed on additional servers unless Customer has purchased a license therefore.

8.2 Modification of Work Products.

8.2.1 Form of Delivered Work Products. The form in which Hyland delivers Work Products will be determined by Hyland depending on the purpose and functionality of the Work Product.

8.2.2 Configuration Work Products. If Hyland delivers a Work Product: (a) in the form of (i) source code which is compiled by tools in the Software to machine language form; or (ii) a script; or (b) created using the configuration tools in the Software (a "Configuration Work Product"), then Hyland grants to Customer the limited right to modify the Configuration Work Product, provided such modified Configuration Work Product is used only in compliance with the terms of the limited use to such Work Product granted under this Section.

8.2.3 Independent Work Products. If Hyland delivers a Work Product which is not a Configuration Work Product (an "Independent Work Product"), then, except as otherwise provided in the last sentence of this paragraph, Customer may not alter or modify such Independent Work Product. If Hyland delivers an Independent Work Product, and Customer desires to obtain the right to modify the Independent Work Product, then the parties may mutually agree that Hyland shall deliver to Customer a copy of the format of the Independent Work Product that is necessary to enable the Customer to complete its modifications, subject to and upon the payment by Customer to Hyland of any additional Professional Services fees as Hyland may charge to prepare and deliver such format. In such case, Hyland grants to Customer the right to modify, and if necessary, compile the delivered format of the Independent Work Product, provided such modified Independent Work Product is used only in compliance with the terms of the limited use to such Work Product granted under this Section.

8.3 Work Products Warranty

8.3.1 **Limited Warranty.** For a period of sixty (60) days from and including the date that Hyland has delivered a completed Work Product to Customer, Hyland warrants to Customer that such Work Product, when properly installed and properly used, will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Work Product if (a) the Work Product has been modified, added to, misused or abused by Customer or a third party, (b) any such non-conformity arises from or is related to problems within or impacting Customer's computing environment, including any Customer third party software applications, hardware, network or internet connectivity, or (c) the Work Product is used in combination with equipment or software other than that which is provided by Hyland or is consistent with the Documentation.

8.3.2 **Remedy.** Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranty under Section 8.3 shall be as follows: provided that, within the applicable 60-day period, Customer notifies Hyland in writing of the non-conformity, Hyland will either (a) repair or replace the non-conforming Work Product, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (b) if Hyland determines that repair or replacement of the Work Product is not commercially practicable, then terminate this Services Schedule with respect to the non-conforming Work Product, in which event, upon compliance by Customer with its obligations upon termination, Hyland will refund any portion of the services fees paid prior to the time of such termination with respect to the creation and implementation of such Work Product.

8.4 **Work Products Infringement Indemnification.** Hyland agrees to indemnify Customer against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Customer based upon any infringement or misappropriation by the Work Products of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (a) is notified immediately 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; (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 Work Products, or to replace the relevant portions of the Work Products with other equivalent, non-infringing portions.

8.4.1 **Removal and Refund.** If Hyland is unable to accomplish either of the options set forth in Section 8.4(d), Hyland shall remove the infringing portion of the Work Products and refund to Customer the full services fees paid, if any, by Customer for the creation and implementation of the infringing Work Products.

8.4.2 **Exclusions.** Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer and otherwise described in Section 8.4 that arise from: (a) any Customer Data; (b) use of the Work Products by Customer other than as expressly permitted by this Schedule; (c) the combination of the Work Products with any product not furnished by Hyland to Customer; (d) the modification or addition to of the Work Products other than by Hyland or any of its authorized solution providers specifically retained by Hyland to provide such modification or addition; or (e) the Customer's business methods or processes.

8.4.3 THIS SECTION 8.4 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 WORK PRODUCTS.

9. TERMINATION.

8.1 **By Customer.** Customer may terminate this Professional Services Schedule, including any Services Proposal, pursuant to Section 1.2 of the General Terms.

8.2 **Terminating a Services Proposal.** In addition to the terms provided in Section 1.3 of the General Terms Schedule, in the event of any termination of a Services Proposal, Customer agrees to compensate Hyland for all Professional Services already performed prior to, and including, the date of termination, except to the extent that Hyland has breached its obligations to perform such Professional Services and such breach is the cause of such termination.

8.3 **Effects of Termination.** Upon any termination of this Professional Services Schedule in its entirety, provided the License Agreement is still in effect, any license to use the Work Products in accordance with the License Agreement will survive except in the case that this Professional Service Schedule is terminated by Hyland for a breach by Customer of Section 8 of this Schedule.

Notice

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One company
Unlimited possibilities

Hyland®

SERVICE CLASS MANUAL

A Hyland Cloud Document

Version 2019.1
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Introduction

This Service Class Manual provides Customers a detailed description of the Service Level Commitments available for purchase by Customer as part of Standard Hosting Services. Capitalized terms not defined in this Service Class Manual have the meanings set forth in the Hosting Agreement.

Definitions

“Monthly SaaS Fee” means the SaaS Fees allocable to the month in which the applicable service failure occurred.

“Downtime” means the aggregate time (in minutes) each calendar month, as confirmed by Hyland following written notice from Customer, that: (1) Customer has experienced Network Unavailability; (2) no documents stored in the Software can be retrieved from the Hosted Solution; or (3) no documents can be input into the Software. The length of Downtime will be measured from the time Customer first reports the covered failure condition(s) to Hyland in writing until the time when Hyland’s testing confirms that the failure condition(s) reported are no longer present. Downtime does not include any failure condition(s) described above which occur due to an Exclusion Event. Hyland agrees that following the occurrence of a Downtime event, Hyland shall provide to Customer a report which will include, as applicable, a detailed description of the incident, start and end times of the incident, duration of the incident, business/functional impact of the incident, description of remediation efforts taken, and a description of outstanding issues or tasks relating to the incident.

“Eligible Customer Data” means all Customer Data that Hyland confirms has been stored within the Software included in the Hosted Solution for a number of hours (prior to the time Hyland provides a Failover Notice) that exceeds the applicable recovery point objective set forth in table 2 under “Service Level Commitments” below.

“Exclusion Event” means any of the following occurrences:

- (1) System Maintenance that is within the System Maintenance hours limit of the applicable Service Class (see “System Maintenance” below);
- (2) failure of Customer’s equipment or facilities;
- (3) acts or omissions of Customer, including but not limited to (a) performance or non-performance of any services by a third party (other than Hyland) contracted by Customer to provide services to Customer related to the Hosted Solution, (b) any failure that Customer mutually agrees is not due to fault of Hyland or Hyland’s contracted third party hosting company, (c) changes in Customer’s business requirements that are not reported in advance to Hyland and addressed by

- the parties through a change order (as described in the Hosting Agreement), or (d) failure of any code or configurations managed or written by Customer or any third party vendor to Customer;
- (4) the occurrence of a force majeure event (as described in the Hosting Agreement)
 - (5) Internet failure or congestion;
 - (6) any defect or failure of any Third Party Software or hardware that is part of the Hosted Solution, where the manufacturer has discontinued maintenance and support of such Third Party Software or hardware, Hyland has notified Customer of such discontinuance and the need to upgrade, and Customer has not notified Hyland (within thirty (30) days after receipt of Hyland's notice) that Customer agrees to permit Hyland to upgrade such Third Party Software or hardware to a supported version; or
 - (7) provided that Hyland has fulfilled its obligations under the Process Manual with respect to virus protection, Hosted Solution failures or other failures caused directly or indirectly by known or unknown computer viruses, worms or other malicious programs.

"Failover Notice" means a written notice provided by Hyland to Customer (which notification may be made by electronic communication, including e-mail) indicating that Hyland is initiating a data center failover for the Hosted Solution.

"Monthly Uptime Percentage" means the total number of minutes in a calendar month, minus the number of minutes of Downtime in such month, divided by the total number of minutes in such month.

"Network Unavailability" means: (a) a loss of more than 1% of network traffic between the Network and data center provider's Internet backbone network; or (b) a latency of more than 100 milliseconds between the Network and the data center provider's Internet backbone network, in each case which is confirmed by Hyland over a period of at least five (5) minutes. The length of the Network Unavailability will be measured from the time Customer first notifies Hyland in writing of the failure condition(s) to the time when Hyland's measurements indicate that the failure condition(s) described are no longer present.

"System Maintenance" means the maintenance of the Hosted Solution, whether such maintenance is scheduled (e.g., for upgrading of the Software or any other Hosted Solution components or for any other scheduled purpose) or unscheduled (due to emergency), and which results in the Hosted Solution being unavailable or inaccessible to Customer.

"Recovery Point" means the minimum number of hours (prior to the time Hyland provides a Failover Notice) that Customer Data shall be stored within the Software included in the Hosted Solution to qualify as Eligible Customer Data.

“**Recovery Time**” means the number of hours from the time a Failover Notice is delivered to the time the Hosted Solution has been Restored, excluding all time during that period when an Exclusion Event affects both the current primary and secondary data centers.

“**Restore**” or “**Restored**” means that, except to the extent prevented by an Exclusion Event: (1) Eligible Customer Data can be stored in the Software and retrieved from the Hosted Solution; and (2) new Customer Data can be input into the Software.

Service Level Commitments

Table 1: Monthly Uptime Percentage

Service Classes	Silver	Gold	Platinum	Double Platinum
Monthly Uptime Percentage				
Monthly Uptime Percentage	99%	99.50%	99.80%	99.90%
Monthly Uptime Percentage Service Level Credits				
Monthly Uptime Percentage Service Credit Ranges and Applicable Credit Determinations	Less than 99%	99.49-99%	99.79-99%	99.89-99%
	15% of the Monthly SaaS Fee	15% of the Monthly SaaS Fee	15% of the Monthly SaaS Fee	15% of the Monthly SaaS Fee
		Less than 99%	Less than 99%	Less than 99%
		25% of the Monthly SaaS Fee	25% of the Monthly SaaS Fee	25% of the Monthly SaaS Fee

Table 2: Business Continuity

Service Classes	Silver	Gold	Platinum	Double Platinum
Business Continuity				
Recovery Point Objective	8 hours	4 hours	2 hours	1 hour
Recovery Time Objective	168 consecutive hours	48 consecutive hours	24 consecutive hours	4 consecutive hours
Business Continuity Service Level Credits				
Business Continuity Service Level Credit	25% of the Monthly SaaS Fee	25% of the Monthly SaaS Fee	25% of the Monthly SaaS Fee	25% of the Monthly SaaS Fee

Service Level Commitment Terms

Monthly Uptime Percentage. Hyland will meet the Monthly Uptime Percentage corresponding to the applicable Service Class purchased by Customer, as identified in table 1 above, during each calendar month.

Business Continuity. Hyland shall provide a Failover Notice prior to commencing a failover of the Hosted Solution from the current production data center to any backup data center. In the event Hyland delivers a Failover Notice to Customer, Hyland shall restore the Hosted Solution within the applicable Recovery Time objective set forth in the table 2 above.

Exclusive Remedies Terms

Monthly Uptime Percentage. In the event the Monthly Uptime Percentage during any calendar month is less than the applicable Monthly Uptime Percentage set forth in the Table 1, Hyland shall provide to Customer the applicable credit against SaaS Fees specified in Table 1 above.

For example, purposes only, assume Customer purchased the gold Service Class. In such event:

- (i) if Monthly Uptime Percentage is equal to or greater than 99%, but less than 99.5%, Customer shall receive a one-time credit against SaaS Fees in an amount equal to fifteen percent (15%) of the Monthly SaaS Fee; or

- (ii) if the Monthly Uptime Percentage is less than 99%, Customer shall receive a one-time credit against SaaS Fees in an amount equal to twenty-five percent (25%) of the Monthly SaaS Fee.

Business Continuity. If, following delivery of a Failover Notice, the Hosted Solution is not restored within the applicable Recovery Time objective set forth in Table 2, Hyland shall provide to Customer the applicable credit against SaaS Fees specified in Table 2 above.

Maximum Service Level Credit. Notwithstanding anything to the contrary herein, Customer acknowledges and agrees that Customer is only entitled to a maximum of one (1) service level credit for all events occurring in a particular calendar month. Customer shall be entitled to only the largest service level credit which may be payable for one or more of the service level failures occurring in such calendar month.

Application of Service Level Credits. Service level credits will be applied first to any outstanding amounts which are due and owing from Customer, and then to future SaaS Fees.

Termination Remedy. If Customer earns a service level credit either: (i) in two (2) consecutive calendar months, or (ii) in three (3) calendar months during any six (6) consecutive month period; then Customer may, by written notice to Hyland delivered within thirty (30) days after the last credit described in either clause or (i) or (ii) above is earned, terminate the Hosting Agreement.

Exclusivity. The remedies set forth above constitute the sole and exclusive remedies available to Customer for any failure to meet the service level commitments set forth in this Service Class Manual.

System Maintenance

Table 3: System Maintenance

Service Classes	Silver	Gold	Platinum	Double Platinum
System Maintenance				
Monthly System Maintenance Hours Limit	16 hours	16 hours	6 hours	6 hours

Except as otherwise agreed by Customer and Hyland, for the purposes of an Exclusion Event, System Maintenance shall not exceed the number of hours specified in the table above in any calendar month.

HYLAND SOFTWARE, INC. TRAVEL AND EXPENSE POLICY

Philosophy and Purpose

To be fair and equitable, our employees should neither gain nor lose personally by incurring reasonable business expenses. The goal is to be responsible and prudent with our customers' and Hyland's money.

1. Administration

To assist our employees who travel, Hyland has partnered with a travel management company. All travel, including air, hotel and rental car reservations should be booked directly with the travel management company.

2. Authorization

Pre-trip notification is provided to the immediate manager for all travel. How this works:

- Traveler reserves travel through the online booking tool or directly by calling the Travel Management Company (TMC) agent directly.
- The traveler's manager is notified via email of the travel itinerary details, including air, hotel and car reservations.
- Additional approval may occur for higher dollar travel.
- TMC completes the process by booking or canceling the reservation.

All consultants, contract employees and other independent contractors whose expenses are reimbursed by Hyland are required to comply with this directive and the Hyland employee retaining any such consultant or independent contractor shall so inform him/her.

3. Travel Logistics

3.1. Travel Payment

Hyland has a managed corporate card program for all travel and entertainment (T&E) expenses. Any employee who may incur T&E expenses should be using a corporate card, not a personal credit card. Please see Section 7 for more details.

3.2 Economic/Efficient Travel

When deciding on how to travel (rental car, personal car, air fare, hotel, etc.), please review the cost of your trip to ensure you are traveling in the most economical and efficient way. You have several options of how to get to your destination with varying degrees of cost (air, rental car, a Hyland owned car, personal car, etc.).

3.3 Personal/Companion Travel

Hyland will not reimburse travel or entertainment expenses incurred by a non-business traveling companion unless there is a bona fide business purpose for taking the individual. A non-business traveling companion may accompany an employee on a business trip at the expense of the employee (do not use corporate card for any non-business expenses).

Personal travel may be combined with business travel provided there is no additional cost to the Hyland or a customer and does not interfere with already scheduled business events (i.e. trade shows, training, etc.).

3.4. Reservations

All air, rail or bus travel, lodging and rental car reservations, including en route changes, must be booked through our partnered TMC.

THE TMC RESERVATIONS WILL BE CONFIRMED VIA EMAIL WITHIN 12 HOURS OF THE BOOKING. PLEASE CONFIRM THAT ITINERARY DETAILS ARE ACCURATE. IT IS THE TRAVELER'S RESPONSIBILITY TO NOTIFY THE TMC OF ANY ERRORS TO THE RESERVATION PRIOR TO INCURRING ANY ADDITIONAL COSTS (CANCELATION FEES, ETC.)

3.5 International Travel Advisories

Employees must exercise extreme caution when traveling to countries for which a travel advisory has been issued by the State Department. At times, Hyland may restrict travel to certain countries. The TMC International Department will have a complete listing as well as the State Departments website: <http://travel.state.gov>. Please inform Hyland management if you will be traveling to such a country. For assistance, the employee should contact the TMC International department at 440.734.8800 (Option 2).

3.6. Travel Reward Programs (Airline, Rental Car, Hotel)

Travel reward program participation is encouraged and rewards are available for personal use. However, please do not choose a higher cost option simply to receive a greater reward. Your participation in such programs should not result in any additional cost to the company (or customer) beyond the lowest available fare, as defined in this policy.

3.7. Upgrades for Travel

Upgrades are only available at the expense of the employee.

3.8. Preferred Providers

In certain cities or situations, Hyland has established preferred providers and use of the preferred provider is required. The TMC is aware of such vendors and will assist you when making reservations.

4. Air Travel

All air reservations must be made through Hyland's Travel Management Company (TMC).

4.1. Making Air Travel Reservations

When making air reservations, employees are expected to book the lowest logical coach airfare for the specific itinerary

- All travel should be in the coach class of service.
- All travelers have a 12 hour window to cancel booked air reservations without penalty (service fees will still apply).

4.2. Denied Boarding Compensation

Airlines occasionally offer free tickets or cash allowances to compensate travelers for delays and inconveniences due to overbooking, flight cancellations, changes of equipment, etc. An employee traveling may volunteer for this type of compensation only if:

- They are flying outside of normal working hours and/or
- The delay in the trip will not result in any interruption or loss of business time.

An employee compensated with a free travel voucher for the above may keep the voucher for personal use.

4.3. Lost or Excess Baggage

The ultimate responsibility for retrieving and compensating lost baggage lies with the airlines. Hyland will not reimburse employees for personal items lost while traveling on business. If booked using your corporate credit card, please review the benefits associated with baggage loss located in the Corporate Card. Excessive baggage (more than customary) or excessive baggage weight fees will not be reimbursed.

4.4. Overnight Delays

Should an airline delay necessitate an overnight stay, most airlines will offer complimentary lodging. If not available, the traveler should contact TMC to book lodging.

4.5. Cancellations

If air reservations must be canceled or changed, the traveler is responsible for contacting the TMC to cancel all reservations. All travelers have a 12 hour window to cancel booked air reservations without penalty (service fees will still apply). The TMC will track unused air credits and they should be applied to next appropriate air reservation.

4.6. Travel Insurance

Travel Accident Insurance is provided by Hyland's corporate card provider.

4.7. In Flight Services

Costs associated with in flight air phones, internet and movies will not be reimbursed.

4.8. Airport Parking Reimbursement

Off-site airport parking is the most economical parking available.

5. Ground Transportation

All rental car reservations must be made through Hyland's TMC.

5.1 Hyland Owned Vehicles

Hyland has several vehicles for employees to use for business purposes only. They should be your first choice in lieu of renting a vehicle. Please contact 440.788.5058 or e-mail onbasevehicles@onbase.com for scheduling and coordination.

5.2 Rental Cars

Hyland does use preferred vendors for rental cars. Please contact the TMC or review the list.

5.2.1 Class of Vehicle

One or two travelers must rent a mid-size or smaller vehicle. Three or more travelers may rent a full size vehicle or minivan, if appropriate. Employees will not be reimbursed for renting sports cars, SUVs or luxury automobiles unless such rental was due to a "perk" from a reward program and did not cost the company more than a normal rental car.

5.2.2 Rental Car Insurance

When renting a car, domestically or internationally, using the corporate card, please decline all offered insurance coverage as our corporate card provider carries both Comprehensive and Collision insurance. In addition, the company maintains a separate Liability insurance policy. Liability insurance is covered through a separate corporate policy.

5.2.3 Accident/Theft Report

Documentation regarding the corporate cards policy is posted in Mindshare under Resources > Travel and Expenses. In addition, please notify the rental car company as well as the internal Travel Department travel@onbase.com.

5.2.4 Rental Car Cancellation

The employee is responsible for canceling rental car reservations and they must contact the TMC. Always request and record the cancellation number in case of billing disputes.

5.2.5 Refueling of Rental Cars

Due to the exorbitant refueling charges imposed by the rental car agencies, it is expected that every reasonable effort will be made to refuel a rental car just prior to returning it to the rental agency.

5.3 Taxis and Car Services

Taxis and car services should not be used if more economical forms of transportation, such as hotel shuttles or trains are available.

5.4 Personal Vehicle Usage

When driving a personal car for business, miles driven will be reimbursed at the current IRS rate after deducting the amount of your normal commute. No other expense for personal car use (gas, repairs, tickets, towing, etc.) will be eligible for reimbursement. Mileage will be capped at 150 miles per day, the approximate cost of renting a car for one day.

6. Bus and Rail Service

All rail and bus travel should be booked through the Hyland's TMC and the same policies for air travel will apply.

7. Lodging

All hotel reservations must be made through Hyland's TMC.

7.1 Hotel Reservation Cancellations

Cancellations must be initiated by the traveler in accordance with the guidelines established by the hotel property to prevent "no-show" charges. When canceling directly with the hotel or when requesting TMC to cancel the reservation, it is the traveler's responsibility to obtain the cancellation number. Please keep in mind that cancellation policies vary from property to property ranging from 24 hours to up to one week prior to arrival needed to cancel and avoid "no-show" charges. Room charges and fees associated with failure to cancel a reservation will not be reimbursed.

7.2 Frequent Guest Programs

Many hotels have frequent guest programs that reward travelers with free accommodations in exchange for a given number of paid room nights at the hotel. The employee may retain awards from such programs for personal use. However, participation in these programs must not influence hotel selection, which would result in incremental cost beyond a customer's specially negotiated rate or the TMC preferred rate. Any membership fees associated with joining these programs are not reimbursable.

7.3 Hotel Telephone Usage

Please use your company issued wireless phone in lieu of hotel phone service.

7.4 Alternative to Hotel Stay

No lodging reimbursement will be made for staying in the home of relatives or friends.

7.5 Laundry Service

Hyland will reimburse for up to \$50 for laundry services for every 14 consecutive days away from your home.

8. Meals and Entertainment

8.1 Personal Meal Expenses

Hyland will reimburse employees a per diem for reasonable meals while traveling on business or in situations where an employee is forced to incur meal expenses outside of their usual daily practices due to business reasons. The per diem (including any fees for room service, tips, etc.) is currently set at \$58.00.

8.2 Tipping for Meals

For normal service, tip 15% and no more than 20% of the bill for exceptional service. Remember, when dining alone on a business trip, the total cost of meals plus tips should NOT exceed the per diem. Meal tips should be included with the meal expense.

9. Corporate Card

Cards are distributed based on the potential T&E needs of the employee. The corporate card should be used for any and all business expenses. The corporate card is not to be used for any personal expenses. Any payment made for another employee should be made by the most senior employee. A lost or stolen corporate card must be reported as soon as you discover it is missing. You may also email travel@onbase.com for assistance.

10. Expense Reporting

10.1. Approval / Authorization Process

All expense reports must be reviewed and approved by the immediate manager and the Accounting Department. No employee is authorized to approve their own, a peer's, or a superior's travel expense report.

Each employee expense report will be reviewed by the manager and the expense report processor for:

- Manager approval (including specifically indicating approval of any expenditures not in accordance with this policy)
- Business purpose
- Correct totals
- Supporting documentation and receipts for items over \$50
- Policy compliance
- Receipts for any item that were not paid for by your corporate card

10.2 Alcoholic beverages on expense reports policy

In terms of drinking alcoholic beverages in a business setting, the goal should be to maintain the appropriate corporate image, while responsibly facilitating business growth and employee benefits.

- Employees can expense two drinks per day for their own consumption
- Employees can expense three drinks per day for customers / partners, unless other arrangements have been approved by an immediate manager.
- Employees should never drive while under the influence of alcohol. If you are driving people other than yourself in connection with any activity related to Hyland's business (e.g., a Hyland training class), you cannot have any alcoholic beverages prior to driving. Failure to comply with this driving policy may result in disciplinary action.
- Any alcohol expenses above the guidelines will not be reimbursed.

10.3 Documentation Requirements

As long as a corporate card is used, any expense under \$50 will not require a receipt. For an expense over \$50 the employees must provide the following information in order to be reimbursed for expenditures:

- Name and location of where the meal or event took place.
- Exact amount and date of the expense.
- A legible itemized copy of the receipt.

Receipts must include the name of the vendor, location, date, dollar amount and itemized purchases. An itemized receipt is defined as the items purchased or consumed. When a receipt is not available, a full explanation of the expense and the reason for the missing receipt is required.

10.4 Guidelines for Tips and Gratuities

Tipping a porter, bellman, chambermaid or waiter should be based on the quality of service rendered. The company will reimburse reasonable gratuities up to 20%. Some hotels and restaurants include a gratuity in the price, in which case a tip is not necessary.



One company
Unlimited possibilities

Hyland®

HYLAND CLOUD CUSTOMER PROCESS MANUAL

Version: 2017.1

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INTRODUCTION

This Hyland Cloud Customer Process Manual (“Process Manual”) provides Customers a description of the Hosting Services provided by Hyland Software, Inc. (“Hyland”). Capitalized terms not defined in this Process Manual have the meanings set forth in Hyland Software, Inc.’s Hosting Agreement.

An electronic copy of the latest Process Manual is available to customers through the Hyland Community site in the Secure Downloads area at: <https://www.onbase.com/community> and through the Cloud Portal at: <https://mycloud.onbaseonline.com>. This Process Manual is reviewed by Hyland periodically and modifications or the revised Process Manual is posted on the listed web locations. Customer Security Administrators will receive notice when modifications to the Process Manual are released.

SYSTEM DESCRIPTION

This system description delineates the boundaries of the various components of a functioning Hosted Solution, including: the products and services provided by Hyland and its vendors; the products and services provided by Hyland’s authorized solution providers; and the services and obligations fulfilled by the Customer and its partners or vendors.

BACKGROUND

Hyland owns, manages, and operates the Hyland Cloud Platform. The Hyland Cloud Platform is a multi-instance hosting platform for Hyland’s products and services, including, but not limited to, the OnBase® enterprise information management software platform. Customers utilize the OnBase software to fulfill their unique business needs. Hyland employees consult with the Customer in order to deploy, manage, and maintain such software while hosted on the Hyland Cloud Platform. Hyland Global Cloud Services (“GCS”) is the department within Hyland responsible for administration of the Hyland Cloud Platform.

INFRASTRUCTURE

The hardware components associated with the Hyland Cloud Platform are physically located within TIA-942 Tier 3 or higher data centers. These data centers are owned and operated by Internet Service Providers (ISPs) who have demonstrated compliance with one or more of the following standards (or a reasonable equivalent): International Organization for Standardization (“ISO”) 27001 and/or American Institute of Certified Public Accountants (“AICPA”) Service Organization Controls (“SOC”) Reports for Services Organizations. These ISPs provide Internet connectivity, physical security, power, and environmental systems and services for the Hyland Cloud Platform.

Hyland owns and operates the physical components supporting the application stack composing the Hyland Cloud Platform. This includes industry-leading technology to provide a load balanced, redundant, and highly available Hosted Solution. An N-tiered architecture is used to support presentation, application, processing, and data services. For enhanced security in the Hyland Cloud Platform, technologies such as firewalls, intrusion detection and prevention, and vulnerability management are used.

SOFTWARE

The Hyland Cloud Platform offers hosting services for products and services developed and/or owned by Hyland Software. Hyland may from time to time choose additional products or services, in addition to those listed below, to have a hosting option.

ONBASE

The OnBase software product is a comprehensive, modular enterprise information management platform (“OnBase”). OnBase can capture data from multiple sources, including paper documents and electronic data streams, storing it in one central location. OnBase then drives this content through business processes, validating the information, and making calculated decisions. OnBase integrates with business systems, applications, and mobile devices. This suite is authored by the Hyland Development team.

PEOPLE

Hyland employees must undergo comprehensive screening during the hiring process. Background checks and reference validation are performed to determine whether candidate qualifications are appropriate for the proposed position. Subject to any restrictions imposed by applicable law, these background checks include federal, state, and county criminal background checks, employment validation, and education verification.

Candidates for employment within GCS, including internal transfers, must be approved by the Associate Vice President of Global Cloud Services and Hyland Human Resources before the employment positions are offered. This approval may be contingent upon the successful completion of additional security screening and training.

Hyland personnel are granted only the specific privileges required for them to carry out their normal duties in supporting the Hyland Cloud Platform. Hyland uses a variety of preventive, detective, and reactive controls. These include strict data access controls for Customer Data and confidential information, multiple levels of monitoring, logging, reporting, and combinations of controls that provide for the independent detection of unauthorized activity or access to customer solutions and data. “Customer Data” means any and all data and information owned by the Customer and stored within the Hosted Solution, which is located within Hyland’s data centers. This includes, but is not limited to, any and all data and materials of Customer captured, stored, or processed within the Customer’s Hosted Solution.

SYSTEM BOUNDARIES

The systems that compose a functioning Hyland Cloud Platform are limited to shared components such as network devices, servers, and software that are physically installed and operating within Hyland's Internet-enabled network infrastructure. This system boundary also includes the network connectivity, power, physical security, and environmental services provided by the third-party ISP that owns and operates the data centers in which this network infrastructure is collocated.

Hyland is not responsible for any system components that are not within this system boundary, including network devices, network connectivity, workstations, servers, and software owned and operated by the Customer or other third parties. Hyland may provide support for these components at its reasonable discretion.

PROCESS BOUNDARIES

The processes executed within the Hyland Cloud Platform are limited to those that are executed by a Hyland employee (or authorized third party) or processes that are executed within our established system boundaries, in whole. This includes, but is not limited to, hardware installation, software installation, data replication, data security, and authentication processes.

Certain business processes may cross these boundaries, meaning one or more tasks are executed outside of the system boundaries that have been established for the Hyland Cloud Platform, one or more tasks are executed by individuals who are not Hyland employees (or authorized third-parties), or one or more tasks are executed based on written requests placed by a Customer. In such event, Hyland will provide support for such processes to the extent they occur within Hyland's established system boundaries, but Hyland is not responsible for providing support for such processes to the extent they occur outside of such established system boundaries. At its reasonable discretion, Hyland may provide limited support for processes that occur outside such established system boundaries. Examples of business processes that cross these boundaries include, but are not limited to, Hosted Solution configuration changes, processing that occurs within the Hosted Solution, user authorization, and file transfers.

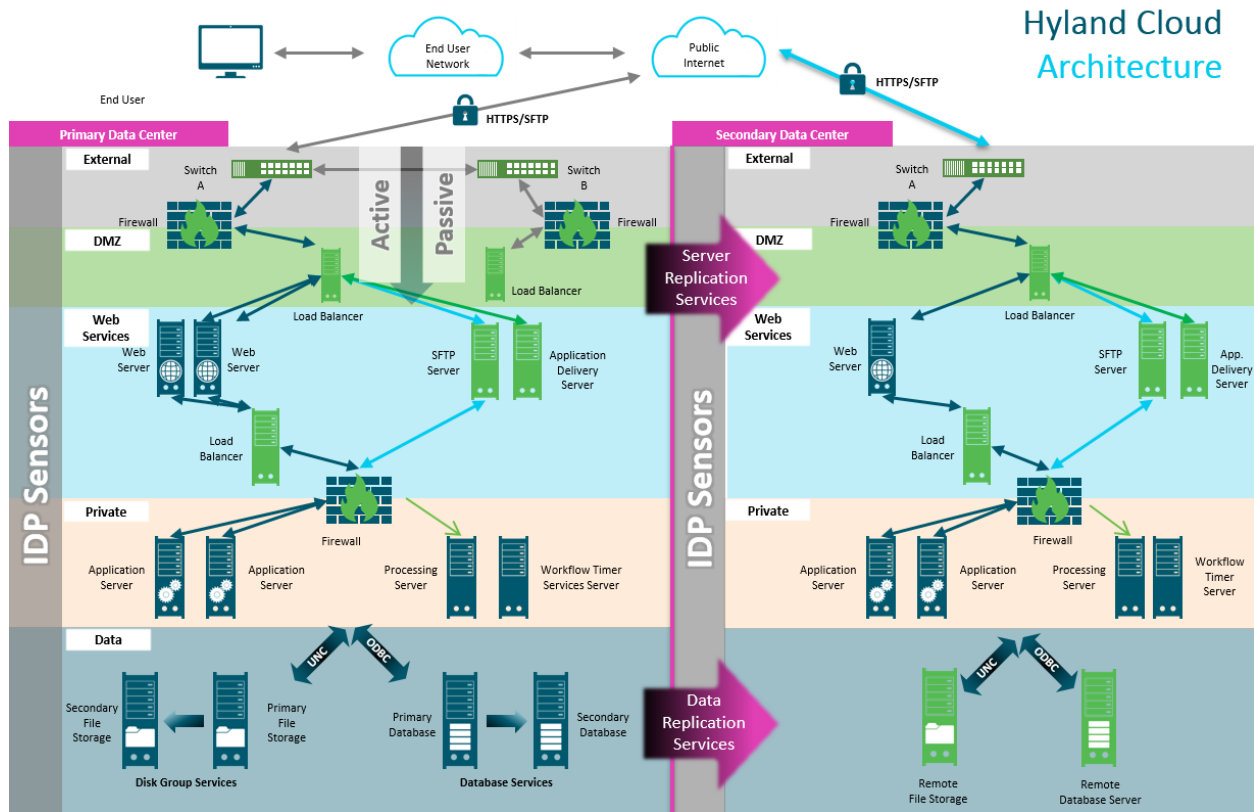


Figure 1 – General diagram of Hyland Cloud architecture. Other solutions may have varying components but the N+1 architecture is employed for all regardless of the application package selected by the customer.

RESPONSIBILITIES

HYLAND RESPONSIBILITIES

Hyland will:

1. Provide access to the Hosted Solution for use by the Customer by installing and managing system components within the Hyland Cloud Platform system boundaries, as defined within this document. This hosting service will be delivered in a manner that is consistent with Hyland's Hosting Agreement.
2. Upon request and the payment of applicable fees by Customer, deploy the Hosted Solution on behalf of Customer.
3. Manage Hosted Solution configuration changes performed on behalf of Customer based on written requests from authorized Customer employees or authorized third parties.
4. Report and respond to qualified security incidents. If Hyland has determined the Customer's Hosted Solution has been negatively impacted by a security incident, Hyland will deliver a root-cause analysis

summary to the Customer's designated Security Administrators ("CSA") and Service Failure Notification Contacts ("FNC"). Such notice will not be unreasonably delayed, but will only occur after initial corrective actions have been taken to contain the threat and stabilization of the Hyland Cloud Platform has been completed. Assistance from the Customer may be required.

5. Respond to reported availability incidents. This may include, but is not limited to, activities required to restore access to the Customer's Hosted Solution by conducting a data center failover. If Customer has reported an availability incident to Hyland Technical Support, Hyland will deliver a root-cause analysis summary to the Customer's designated CSA and FNC personnel. Such notice will not be unreasonably delayed, but will only occur after initial corrective actions have been taken to contain the threat and stabilization of the Hyland Cloud Platform has been completed. Assistance from Customer may be required.
6. Maintain disaster recovery preparations, including data replication and periodic reviews.
7. Use commercially reasonable efforts to test work performed by Hyland employees and Hyland vendors.
8. Use commercially reasonable efforts to monitor the overall security and availability of the Hyland Cloud Platform.
9. Upon request of Customer, provide information on available features and functionality of Customer's Hosted Solution that could assist Customer in storing confidential or personal identifying information.

CUSTOMER RESPONSIBILITIES

Customer will:

1. Designate to Hyland CSA personnel (who are authorized to communicate Customer's policies, submit Hosted Solution configuration requests to Hyland, or speak authoritatively on behalf of Customer) and FNC personnel (who are to be notified of circumstances affecting access to the Hosted Solution).
2. Be responsible for revocation of access to the environment immediately for unauthorized users and reporting changes to Hyland to the CSA and/or FNC as soon as possible to prevent inappropriate access and privileges.
3. Access the Hosted Solution remotely.
4. Provide web browser software, other compatible client software, and necessary communications equipment to access the Hosted Solution.
5. Install and manage system components outside of the Hyland Cloud Platform system boundaries, as described in this document.
6. Provide workstations that meet or exceed Hyland's minimum requirements for each software module installed.
7. Execute processes that are outside of the process boundaries as described in this document.
8. Identify and make use of Hosted Solution features to properly store confidential information and personal identifying information.
9. Be responsible for ensuring the Hosted Solution meets Customer's legal and/or compliance obligations.
10. Be responsible for all testing of the Hosted Solution upon installation prior to any production use, except as otherwise set forth in a Hyland Services Proposal.
11. Be responsible for all testing of any configuration changes to the Hosted Solution software, except as otherwise set forth in a Hyland Services Proposal.

12. Perform Hosted Solution user authorization.
13. Control user group membership and the related permissions within the Hosted Solution.
14. Transfer files to the Hyland Cloud Platform using supported protocols and standards.
15. Use commercially reasonable efforts to monitor business processes and quality controls that are unique to the Customer's Hosted Solution. This includes batch processing of documents uploaded to the Hyland Cloud Platform.
16. Report and respond to security and availability incidents of which Customer becomes aware. Customer should report all such incidents to Hyland's Technical Support Department. The Hyland Technical Support representative will serve as the primary point of contact for the duration of the support issue unless Customer is advised differently by Hyland.
17. Work collaboratively with Hyland to respond to incidents, including security and availability incidents.

PROCEDURES

INCIDENT RESPONSE

Hyland employs incident response standards that are based upon applicable ISO 27001:2013 and National Institute for Standards and Technology ("NIST") standards to maintain the information security components of the environment by protecting and preserving the security, availability, confidentiality, and integrity of information. Incidents to which Hyland responds are generally placed into one of two classifications— security and availability incidents, where security incidents include issues related to unauthorized access, disclosure, and/or usage of the Hosted Solution and availability incidents include issues related to the ability to access the Hosted Solution. Responses to these incidents follow the Hyland documented incident response sequence. This sequence includes the incident trigger phase, evaluation phase, escalation phase, response phase, recovery phase, de-escalation phase, and post-incident review phase. If Hyland has determined the Customer's Hosted Solution has been negatively impacted by a security or availability incident, Hyland will deliver a root cause analysis summary. Such notice will not be unreasonably delayed, but will only occur after initial corrective actions have been taken to contain the security threat or stabilize the Hyland Cloud Platform.

CHANGE MANAGEMENT

Hyland follows internal change management procedures when changes are initiated by Hyland, when Customer requests Hyland to make a change on their behalf to existing systems, or when new systems are deployed to the Hyland Cloud Platform. Generally, change requests are submitted via a change management system and are then evaluated by subject matter experts. Upon approval by such subject matter experts, changes are implemented, documented, and tested. In the event an issue occurs with the approved change, rollback procedures, documented as part of the change request, are performed in order to return the system to its original state.

DEVICE DECOMMISSIONING

When a storage device has reached the end of its useful life, Hyland procedures include a decommissioning process that is designed to prevent Customer Data from being exposed to unauthorized individuals. Hyland uses the techniques recommended by NIST to destroy data as part of the decommissioning process.

If a hardware device is unable to be decommissioned using these procedures, the device will be virtually shredded, degaussed, purged/wiped, or physically destroyed in accordance with industry-standard practices. Devices used in the administration of the Customer's Hosted Solution that have been decommissioned will be subjected to these or equally effective standards. Attestation letters to that effect can be provided to Customer, upon request.

DATA

Customer maintains ownership of all Customer Data uploaded to their Hosted Solution through the full lifecycle period. Customer Data may be uploaded via SFTP, TLS/SSL, or through an OnBase services API over a TLS/SSL connection to the Hyland Cloud Platform. Hyland requires all new customers to have their data encrypted at rest and by default using the OnBase Encrypted Disk Groups and OnBase Encrypted Alpha Keywords modules with a minimum of an AES 128-bit encryption cipher. Strict access control is in place for Customer Data within the Hyland Cloud Platform. Customer administrators control user access, user permissions, and data retention with respect to the Hosted Solution. In the event Customer elects to modify the use of or turn off OnBase Encrypted Disk Groups or OnBase Encrypted Alpha Keywords, Customer does so at its own risk.

DATA PROCESSING

Data processing is initiated via task schedules within the OnBase software that are defined by the Customer. Some types of processing can also be initiated by ad-hoc commands that are issued within the OnBase software by authenticated users. Users are responsible for retaining a local copy of all processed documents until they have verified that the documents have been successfully processed and committed within their Hosted Solution.

DATA ACCESS CONTROLS IN THE HYLAND CLOUD PLATFORM

As a multi-instance hosting platform, the Hyland Cloud Platform provides logically dedicated storage for each customer, which prevents the documents and metadata belonging to multiple tenants from being comingled. Access to documents, meta-data, output command, configuration commands, and processing commands are controlled via permissions that are assigned to user groups within the Hosted Solution by the Customer. Customers manage the user group membership and authentication records for their users via configuration screens within the applicable web server software or the Hosted Solution configuration application. Multi-factor authentication is required before any Hyland employee is permitted administrative access to the Hyland Cloud Platform. Hyland employee access is provisioned using the least privilege methodology.

STANDARDS AND PROCEDURES

SECURITY

1. If Customer administrators believe they have experienced a security incident, they should contact their appropriate Technical Support contact as soon as possible after discovering the incident. The Hyland Technical Support representative will serve as the primary point of contact for the duration of the support issue unless Customer is otherwise advised by Hyland.
2. Hyland maintains and utilizes a standardized security incident response process. This process includes the following high-level event sequence:
 - a. Incident Trigger Phase
 - b. Evaluation & Categorization Phase
 - c. Escalation Phase
 - d. Response Phase
 - e. Recovery Phase
 - f. De-Escalation Phase
 - g. Post-Incident Review Phase
3. If Hyland has determined the Customer's Hosted Solution has been negatively impacted by a security incident, Hyland will deliver a root-cause analysis summary to the Customer's designated CSA and FNC personnel. Such notice will not be unreasonably delayed, but will only occur after initial corrective actions to contain the threat and stabilize the Hyland Cloud Platform have been completed.
4. Employees of Customer are not permitted to share their Hosted Solution login credentials (e.g. passwords, tokens, personal certificates, etc.) with other users.
5. Customer must remove all inactive Hosted Solution accounts in a timely manner (e.g. when an employee is terminated).
6. A designated CSA must place a technical support request to Hyland to have inactive Citrix and SFTP accounts removed in a timely manner (e.g. a scanning bureau's services are discontinued).
7. Hyland will configure TLS and/or SSL certificates that are purchased to support Customer's web site.
8. Customer is responsible for all distribution of output under their control within the Hosted Solution or performed by Hyland based on a written request from an authorized employee of Customer. An example would be documents that Customer sends to third parties via e-mail.
9. Customer has the option of limiting access to their Hosted Solution to a list of pre-defined IP addresses. Upon request by Customer, Hyland will implement an initial list of IP restrictions once per year at no charge. However, any additional changes will incur charges based on the time spent to implement the changes and Hyland's current hourly billing rate for technical services.
10. Hyland utilizes virus protection software programs and definitions, which are configured to meet common industry standards in an attempt to protect the data and equipment located within the Hyland Cloud Platform from virus infections or similar malicious payloads.
11. Customer may conduct penetration testing against the public URL used to access the Hosted Solution on an annual basis; provided, that, (a) Customer provides Hyland with at least ninety (90) days' prior written notice of its desire to conduct such testing, (b) Hyland and Customer mutually agree upon the timing, scope, and criteria of such testing, which may include common social engineering, application, and

network testing techniques used to identify or exploit common vulnerabilities including buffer overflows, cross site scripting, SQL injection, and man in the middle attacks, and (c) such testing is at Customer's cost and expense and Customer pays to Hyland fees (at Hyland's standard rates) for the Professional Services that are required or requested of Hyland in connection with such testing. Prior to any such testing, any third party engaged by Customer to assist with such testing, must enter into a Non-Disclosure Agreement directly with Hyland. Customer acknowledges and agrees that any such testing performed without mutual agreement regarding timing, scope, and criteria may be considered a hostile attack, which may trigger automated and manual responses, including reporting the activity to local and federal law enforcement agencies as well as immediate suspension of Customer's access to or use of the Hosted Solution. Customer is prohibited from distributing or publishing the results of such penetration testing to any third party without Hyland's prior written approval.

CHANGE MANAGEMENT

Customer is responsible for testing all configuration changes, authentication changes, and upgrades to their Hosted Solution. In cases where the Customer relies upon Hyland to implement changes on its behalf, a written request describing the change must be submitted (e.g. an e-mail) by a CSA.

Hyland will make scheduled configuration changes that are expected to impact Customer access to their Hosted Solution during a planned maintenance window. Hyland may make configuration changes that are not expected to impact Customer during normal business hours.

MAINTENANCE COMMUNICATIONS AND RESTRICTIONS

Hyland will notify Customer of scheduled maintenance that is expected to impact or potentially impact system availability or functionality. Notification will typically be sent at least one week in advance, but in no event will such notice be sent less than 24 hours prior to the specified start time. These notifications will be delivered via e-mail to Customer's designated CSA and FNC personnel.

Hyland will notify Customer of unscheduled maintenance that is expected to impact or potentially impact system availability or functionality. Notification will typically be sent at least 24 hours in advance, but in no event will such notice be sent less than 2 hours prior to the specified start time. These notifications will be delivered via e-mail to Customer's designated CSA and FNC personnel.

Both scheduled and unscheduled maintenance will be restricted to within the hours of 10 PM to 8 AM, based on the time zone of the impacted data center, unless other arrangements have been mutually agreed to by Customer and Hyland. Scheduled hours for maintenance may be decreased by Hyland at Hyland's discretion, based on Customer's selected class of service. The scheduled hours of maintenance will be communicated to each Customer via e-mail in accordance with above notice provisions. For Customers that have purchased a Service Class,

limitations on the aggregate number of hours of maintenance are set forth in the Service Class Manual, based on the Customer's selected class of service.

IMPLEMENTATION ACKNOWLEDGEMENT

When the Customer's Hosted Solution is first deployed on the Hyland Cloud Platform, or an existing Hosted Solution is upgraded to a newer release of the OnBase software, Hyland may ask the Customer to submit written acknowledgement affirming that the Hosted Solution has been successfully tested to the Customer's satisfaction. Hyland may delay the implementation of certain data protection or support services until Customer has submitted this written acknowledgement. This acknowledgement does not prevent Customer from making independent changes to the Hosted Solution. Rather, the intent is to facilitate effective change management by helping to ensure all parties work from a common point that is known to be fully functional and confirming that no loss of functionality has occurred as a result of hosting the solution on the Hyland Cloud Platform.

SPECIAL CONSIDERATIONS

This section applies to Hosted Healthcare customers who are receiving designated administration services from the Hyland Hosted Healthcare Services Team.

If the Hosted Solution includes hardware and/or software interfaces to be used for data integration and those resources will be remotely managed and supported by Hyland, Customer must provide access and administrative permissions to hardware and software interfaces located on the Customer's network to the appropriate Hyland personnel. Local technical and systems support for these data communication interfaces and systems at the Customer's location may also be required.

The Customer is responsible for maintaining all clinical and diagnostic activity, and for implementation and operation of all accounting, management and reporting systems, and audit functions.

If the Hosted Solution includes Master Patient Index feeds (MPI), Customer must provide such data and the related specifications in a timely manner.

AUDITS

All third-party Internet Service Providers used by Hyland have demonstrated compliance with the AICPA Service Organization Controls ("SOC") Reports for Service Organizations and/or ISO 27001 attestation standards (or a reasonable equivalent). Hyland validates the audit status of each third-party Internet Service Provider on an annual basis. A copy of the most recent audit report from each third-party Internet Service Provider is available to Customer upon written request.

Hyland maintains a periodic external audit program for the Platinum and Double Platinum Service Class Customers as described in the Service Class Manual. Attestations are typically completed on an annual schedule and currently utilize the SOC 2 standard. Platinum and Double Platinum customers are expressly included in the SOC 2 sample size for testing. A copy of Hyland's most recent SOC 2 report is available to all customers upon written request. Hyland's SOC 3 report is available at OnBase.com. Controls are the same for all customers, regardless of service class level.

Customer may conduct audits of Hyland's operations that participate in the ongoing delivery and support of the hosting services purchased by Customer on an annual basis; provided all the following criteria are met, (a) Customer provides Hyland with at least ninety (90) days prior written notice of its desire to conduct such audit, (b) Hyland and Customer mutually agree upon the timing, scope, and criteria of such audit, which may include the completion of questionnaires supplied by Customer and guided review of policies, practices, procedures, Hosted Solution configurations, invoices, or application logs, and (c) such audit is at Customer's cost and expense and Customer pays to Hyland fees (at Hyland's standard rates) for the Professional Services that are required or requested of Hyland in connection with such audit. Prior to any such audit, any third party engaged by Customer to assist with such audit, must enter into a Non-Disclosure Agreement directly with Hyland. If any documentation requested by Customer cannot be removed from Hyland's facilities as a result of physical limitations or policy restrictions, Hyland will allow Customer's auditors access to such documentation at Hyland's corporate headquarters in Ohio and may prohibit any type of copying or the taking of screen shots. Where necessary, Hyland will provide private and reasonable accommodation at Hyland's corporate headquarters in Ohio for data analysis and meetings. Upon reasonable notice, Hyland and Customer mutually agree to make necessary employees or contractors available for interviews in person or on the phone during such audit at Customer's cost and expense. Customer is prohibited from distributing or publishing the results of such audit to any third party without Hyland's prior written approval.

BUSINESS CONTINUITY

Customers who purchase the Platinum or Double Platinum Service Class, as described in the Service Class Manual, may participate in a data center failover test of Customer's Hosted Solution in order to determine each party's preparedness for a disaster or service failure; provided, that, (a) Customer provides Hyland with at least ninety (90) days' prior written notice of its desire to conduct failover testing, and (b) Hyland and Customer mutually agree upon the timing, scope, and criteria of such test, which may include document retrieval, document processing, and name resolution capabilities and (c) such failover testing is at Customer's cost and expense and Customer pays to Hyland fees (at Hyland's standard rates) for the Professional Services that are required or requested of Hyland in connection with such testing. Customer is prohibited from distributing or publishing the results of such testing to any third party without Hyland's prior written approval.

MONITORING AND REPORTING

Customer may request the following reports:

1. Service availability report containing a list of service level availability (“SLA”) incidents that have been reported by Customer. The report will reflect each incident’s confirmation or rejection by Hyland.
2. Technical Support Activity report containing a list of issues that have been reported by Customer. The listing of each issue will reflect the current status (Open, Closed, etc.).
3. Service Configuration report for the Customer’s Hosted Solution. These reports will contain an accounting of the services that are currently configured in support of the Customer’s Hosted Solution. For each service, the report will indicate the version of the OnBase software used, the number of servers on which it is hosted, and the version of the operating system in use on these servers.
4. Service Consumption Report containing a detailed accounting of the measurements used to generate the most recent invoice for the Customer’s Hosted Solution. Totals are generated in multiple categories including disk group storage, database storage, and SFTP Archive storage.
5. Data center audit report containing the most recent attestation demonstrating that the third party data center provider used by Hyland in support of the Customer’s Hosted Solution is compliant with the AICPA SOC Reports for Service Organizations, and/or ISO 27001 audit standards (or a reasonable equivalent).

Upon written request and no more than once per year, Hyland will perform a vulnerability assessment of the public URL used to access the Hosted Solution, for the purpose of identifying potential security weaknesses which may include (but is not limited to) inadequate input validation, sensitive data exposure, privilege escalation, cross site scripting, and broken session management. Hyland will create a report listing the number and severity of any weaknesses identified. Hyland will also provide a copy of such report to Customer. If the report contains vulnerabilities with a severity rating of “High” or “Critical”, Hyland will coordinate with the Customer to perform additional analysis and/or document a remediation plan intended to reduce the associated risks. Customer is prohibited from distributing or publishing the results of such report to any third party without Hyland’s prior written approval.

HOSTING SERVICES CATALOG

STANDARD HOSTING SERVICES FOR ONBASE

The following hosting services are included with each Hosted Solution at no additional cost. The Hyland Cloud Platform uses shared servers and services, where applicable.

Category	Included Features
Hosts in Primary Data center	<ul style="list-style-type: none"> ▪ Redundant, web server ▪ Redundant, application server ▪ Redundant, file server and/or NAS device ▪ Redundant, database server ▪ Redundant, SFTP server ▪ Redundant, application delivery Server ▪ Redundant, Windows domain controllers ▪ Redundant, private switches and firewalls ▪ Redundant, DMZ switches and firewalls ▪ OnBase Processing or Workflow Server
Hosts in Secondary Data center	<ul style="list-style-type: none"> ▪ File server and/or NAS device containing a replicated copy of the Customer's disk groups from Primary Hosting Facility ▪ Database server configured to receive database transactions from Primary Hosting Facility ▪ Windows domain controllers ▪ Private switches and firewalls ▪ DMZ switches and firewalls
Security Services	<ul style="list-style-type: none"> ▪ Real Time Intrusion Detection and Prevention ▪ Anti-Virus Services ▪ Firewalls in a DMZ configuration ▪ Patch Management services ▪ TLS and/or SSL and SSH2 transport encryption ▪ Periodic vulnerability scanning ▪ Source IP restrictions available upon request. One update per year included at no cost. More frequent modifications are invoiced at Hyland's current hourly billing rate for technical services.
Governance	<ul style="list-style-type: none"> ▪ AICPA, ISO, or equivalent security audit of data center within past 12 months.
Database Protection**	<ul style="list-style-type: none"> ▪ Replication of database transactions to a second, independent database server in the primary data center. ▪ Replication of database transactions to a third, independent database server in a secondary data center that is at least 200 miles from the primary data center.

<p>Document Protection**</p>	<ul style="list-style-type: none"> ▪ Replication of processed/ingested documents to a second, independent storage device within the primary data center. ▪ Replication of processed/ingested documents to a third, independent storage device within a secondary data center that is at least 200 miles from the primary data center.
<p>** The services described in this section are explicitly excluded from and not provided in connection with any non-production instance of the Customer's Hosted Solution and/or SFTP transfers. Hyland does not backup or replicate Customer Data stored within non-production instances of the Customer's Hosted Solution and/or SFTP archives.</p>	

OPTIONAL HOSTING SERVICES

These services can be added to any Hosted Solution at an additional cost.

Option	Description
<p>Backfile Conversion Fee</p>	<ul style="list-style-type: none"> ▪ Hyland may charge for Hyland Professional Services associated with large backfile ingestion of electronic files.
<p>Data Extraction Charges</p>	<ul style="list-style-type: none"> ▪ Data Extraction is priced as a flat rate and includes a full copy of the Disk Groups and a tagged metadata export in a text file. Additional manipulation to extract specific documents, Document Types, etc. requires hourly rate at the current Hyland Cloud Professional Services rate. Additional fees apply if extraction is published. ▪ Data Extraction is to an encrypted USB hard drive, which must be purchased from Hyland. The price of the encrypted hard drive is included in the price of the Extraction. ▪ Data extraction request must be placed at least 30 days in advance.
<p>File Import Charges</p>	<ul style="list-style-type: none"> ▪ Single, one-time ingestions greater than 100 GB may require a one-time services fee.

<p>Hosted Solution Outsourced Administration Services (OSA)</p>	<ul style="list-style-type: none"> ■ Administration tasks vary from simple jobs, such as adding users, to more complex items, like discussing new builds and performing security updates. OSA provides a wide range of tasks, including: <ul style="list-style-type: none"> ▶ Simple tasks <ul style="list-style-type: none"> ■ Creating and managing user and document types ■ Checking process locks ■ Ensuring capture processes have executed ■ Reviewing verification reports ▶ Complex tasks <ul style="list-style-type: none"> ■ Reviewing document maintenance and retention processes ■ Managing SQL and index data ■ Checking logs for discrepancies ■ Analyzing disk groups for missing files ■ Additional items are included in this service and included in the agreement for the service if and when contracted
<p>Full-Text Indexing Hosting Package</p>	<ul style="list-style-type: none"> ■ The Full-Text Indexing hosting package provides the additional infrastructure components and maintenance services required by the Full-Text Indexing for Autonomy IDOL in a Hosted Solution. ■ When the OnBase software has been licensed to Customer on a perpetual licensing model, Customers using Full-Text Indexing for Autonomy IDOL are required to purchase the Full-Text Indexing hosting package. ■ A one-time setup fee will be charged, equal to the monthly fee. ■ The Purchase of the hosting package does not replace the purchase of the OnBase Full-Text Indexing module.
<p>Report Services Hosting Package</p>	<ul style="list-style-type: none"> ■ The Report Services hosting package provides the additional infrastructure resources and maintenance services required by the Report Services module in a Hosted Solution. ■ For low volume activity and basic reporting within a Hosted Solution, it may be possible for customers to use the production copy of their database and their production web servers for running/accessing Report Services without affecting their solution performance. ■ For high-volume activity and advanced reporting when the OnBase software has been licensed on a perpetual licensing model, the Report Services hosting package is required, which includes: A dedicated web server to host Report Services module, and a read-only copy of the production database configured so that database transactions are reflected within the regularly scheduled timeframe.
<p>Enterprise Integration Server (EIS) Hosting Package</p>	<ul style="list-style-type: none"> ■ The EIS hosting package provides the additional infrastructure components and maintenance services required by the Enterprise Integration Server module within a Hosted Solution. ■ When the OnBase software has been licensed to Customer on a perpetual licensing model, Customers using EIS with EIS hosted by Hyland are required to purchase this package. ■ Customers who host and administer EIS within their own corporate network are not required to purchase the EIS Hosting package. ■ A one-time setup fee will be charged equal to the monthly fee. ■ The purchase of the EIS hosting package does not replace the need to purchase EIS.

<p>OCR (Optical Character Recognition) Hosting Package</p>	<ul style="list-style-type: none"> ▪ The OCR hosting package provides the additional infrastructure components and maintenance services required by the OCR module within a hosted OnBase solution. ▪ When the OnBase software has been licensed to Customer on a perpetual licensing model, Customers using OCR are required to add the OCR hosting package, which includes an isolated processing server for processing of OCR. ▪ A one-time setup fee will be charged, equal to the monthly fee. ▪ The purchase of the hosting package does not replace the purchase of the OnBase OCR module.
<p>Advanced Capture Hosting Package</p>	<ul style="list-style-type: none"> ▪ The Advanced Capture hosting package provides the additional capacity required in a Hosted Solution to ensure optimal performance of the advance capture functionality. ▪ When the OnBase software has been licensed to Customer on a perpetual licensing model, Customers using advanced capture modules, including but not limited to Advanced Capture, Intelligent Capture for AP, etc. are required to add the Advanced Capture hosting package.
<p>Additional application delivery licenses</p>	<ul style="list-style-type: none"> ▪ One application delivery license is included in the monthly Hosting Fee for administrative access to the Hosted Solution. Additional application delivery licenses may be purchased for additional access.