

HYLAND MASTER SUBSCRIPTION AGREEMENT

This Master Software License, Support and Services 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 and SaaS Security Attachment)
- ☐ Enterprise Terms Schedule
- ☐ Professional Services Schedule

All Software, Work Products, Maintenance and Support, and Professional Services which may be licensed or purchased by Customer from Hyland from time to time 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"

By:

Print Name:

Title:

Date:

Tax Information:

___ (1) Exempt (Provide Tax Exemption Form)

___ (2) Non-Exempt

"HYLAND

By:

Print Name:

Title:

Date:

Hyland Legal

Approved By:

Date:

INITIAL PURCHASE TABLE SCHEDULE

PURCHASE TABLE (SAAS)

INITIAL COMPONENTS OF HOSTED SOLUTION	
Initial Software licensed:	
OnBase® Information Management System	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:		
	Subscription Fees	Hosting Fees
Year 1	\$/year	\$/year
Year 2	\$/year	\$/year
Year 3	\$/year	\$/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 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); 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.

8.16 ShareBase Software. Customer is purchasing the ShareBase Software for the prices set forth in the Initial Purchase Table. The ShareBase Software is not governed by the terms of this Agreement, but instead is subject to the ShareBase by Hyland Terms of Use and Subscription, which is available for download at Hyland's ShareBase website, currently <https://app.sharebase.com/legal/terms-of-service/>, <https://app.sharebase.com/legal/privacy-policy/>, and <https://app.sharebase.com/legal/acceptable-use-policy/>.

9. **DEFINED TERMS.**

"Customer" means _____

"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; and (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.; and (2) does not include the ShareBase™ Software.

“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 Subscription Fees and Hosting Fees. Customer shall pay Subscription Fees and Hosting Fees to Hyland for the Hosted Solution in such amounts as are invoiced by Hyland; provided, that during the Initial Term, Customer shall pay Subscription Fees and Hosting Fees to Hyland for the Hosted Solution as initially composed in accordance with the Initial Purchase Table. Hyland will invoice Customer on or after the Effective Date for Subscription Fees and Hosting Fees for the first year of the Initial Term. For any subsequent years, Hyland will invoice Customer for Subscription Fees and Hosting 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 Subscription Fees and Hosting Fees for such additional Software modules on a prorated basis upon Hyland's acceptance of the purchase order for such additional Software modules. Thereafter, Subscription Fees and Hosting 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/complianceandenforcement/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 Hosting Fees and Subscription Fees" (as defined below) paid by Customer and attributable to the non-conforming component. The "unused portion of the prepaid Subscription Fees and Hosting Fees" shall mean an amount equal to the total Subscription Fees and Hosting 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 Hosting Fees and Subscriptions 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 Hosting Fees and Subscription Fees" shall mean an amount equal to the total Hosting Fees and Subscription 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 Customer 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 Hosting Fees, Subscription 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 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 the Initial Purchase Table Schedule. In the case of the ShareBase Software, Hosting Fees shall be based upon calculations which take into account the sum of the number of Authenticated Users and Linked Users multiplied by the applicable multiplier factors set forth on Exhibit A or as otherwise mutually agreed upon between the parties.[CA - DELETE IF WE ARE NOT INCLUDING SHAREBASE TERMS IN CONJUNCTION WITH ENTERPRISE INSURANCE]

"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.

“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.

“Subscription Fees” means periodic fees for the use of Software and Hosted Solution Support payable by Customer to Hyland. The initial Subscription Fees are set forth in the Initial Purchase Table Schedule. In the case of the ShareBase Software, Subscription Fees shall be based upon calculations which take into account the sum of the number of Authenticated Users and Linked Users multiplied by the applicable multiplier factors set forth on Exhibit A or as otherwise mutually agreed upon between the parties. [CA - INCLUDE IF WE ARE ADDING SHAREBASE TERMS, IN CONJUNCTION WITH ENTERPRISE INSURANCE]

“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 (including Customer Data) Hosted Solution 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.	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. 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.
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.	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. 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.
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:

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 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.
 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 service, 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. 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.
 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 commercially 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. Aggregated Data
 1. 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").
 2. Hyland may utilize Aggregated Data for purposes of operating Hyland's business. For clarity, Aggregated Data does not include Customer Data.
16. 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.

ENTERPRISE TERMS SCHEDULE

1. ADDITIONAL SOFTWARE LICENSE FEES FOR THE ENTERPRISE LICENSE. Customer acknowledges and agrees that the initial Software license fees for the following Software modules: _____ (collectively, the “Enterprise License”) have been agreed upon based upon Customer’s good faith estimate of Customer’s worker population, which consists of: (1) all employees who received W-2s (or a successor form) issued by or on behalf of the Customer with respect to the preceding calendar year; and (2) all non-US employees of Customer (the “Worker Population”). For purposes hereof, the parties agree that the Worker Population as of the Effective Date is _____ (the “Initial Worker Population”). Customer agrees that subsequent determinations of the Worker Population will be made consistent with the method used to arrive at the Initial Worker Population. Customer agrees that if the Worker Population increases, additional Software license fees relating to the Enterprise License shall be due and payable, as described below.

1.1 **Audit.** Commencing with August 1, 20____, and as of each August 1st thereafter during the term of this Agreement, Customer shall report to Hyland in writing its Worker Population as of July 1st of that same calendar year (the “Customer Determination”). Hyland shall have the right to review and object to such Customer Determination and, in connection with any such objection, to have reasonable access to records of Customer that are reasonably sufficient to enable Hyland to verify the accuracy of the Customer Determination. Customer agrees to provide Hyland with reasonable access to such records for such limited purpose.

1.2 **Dispute Process For Customer Determination.** If Hyland objects to the Customer Determination, the parties shall meet in a good faith effort to resolve the dispute within ten (10) days of Hyland’s objection. If, within twenty (20) days of Hyland’s objection, the parties are not able to resolve the dispute, either party may submit such dispute to Deloitte & Touche, who shall act as an independent consultant (“Independent Consultant”). The Independent Consultant shall determine the procedure to be followed to resolve the dispute and the parties shall provide to the Independent Consultant such information, and access to such records, as the Independent Consultant may request in connection with its review. The Independent Consultant shall report in writing to Hyland and Customer a calculation of the Worker Population in accordance with this Agreement as promptly as practicable, and such determination shall be final, binding and conclusive as to the parties. All fees and disbursements of the Independent Consultant for services rendered shall be shared equally by Hyland and Customer. As used herein, the Worker Population resulting from the process described in this subsection (2) shall be referred to as the “Alternative Calculation.”

1.3 **Additional Software License Fees.** Upon each increase of the Worker Population that causes the Worker Population to cross an Enterprise License Tier (as hereinafter defined), Customer shall owe additional Software license fees to Hyland for the Enterprise License in the amount of \$ _____. For all purposes of this Agreement, an “Enterprise License Tier” means in the case of the first Enterprise License Tier, the number which is ____ above the Initial Worker Population, and in the case of subsequent Enterprise License Tiers, each number that is greater than the previous Enterprise License Tier by _____. For example, since the Initial Worker Population is _____, the Enterprise License Tiers for which additional Software license fees would be due are _____, _____, _____, etc. If additional Software license fees are payable based upon any such increases, Hyland shall invoice Customer for such additional Software license fees and Customer shall pay such invoices for such additional Software license fees to Hyland net thirty (30) days from the date of receipt of such invoice. In the event that the Worker Population decreases, the parties acknowledge and agree that Customer shall not receive a refund of any Software license fees that have been previously paid to Hyland, even if such decrease causes the Worker Population to fall below an Enterprise License Tier.

1.4 **Calculation Examples.** By way of example only, if:

- as a result of the first Customer Determination or Alternative Calculation, the Customer’s Worker Population is _____;
- as a result of the second Customer Determination or Alternative Calculation, such Worker Population is _____;
- as a result of the third Customer Determination or Alternative Calculation, such Worker Population is _____;
- as a result of the fourth Customer Determination or Alternative Calculation, such Worker Population is _____; and
- as a result of the fifth Customer Determination or Alternative Calculation, such Worker Population is _____,

then Customer would owe:

- $-\$$ _____ in additional Software license fees after the first Customer Determination or Alternative Calculation (because one Enterprise License Tier was crossed);
- \$0.00 in additional Software license fees after the second Customer Determination or Alternative Calculation (because although the Worker Population increased, no Enterprise License Tier was crossed);
- \$ _____ in additional Software license fees after the third Customer Determination or Alternative Calculation (because two (2) Enterprise License Tiers were crossed);
- \$0.00 in additional Software license fees after the fourth Customer Determination or Alternative Calculation (because the Worker Population decreased); and

- \$0.00 in additional Software license fees after the fifth Customer Determination or Alternative Calculation (because although an Enterprise License Tier was crossed, Software license fees related to such tier were previously paid).

FOR PURPOSES OF CLARITY, THE ABOVE NUMBERS DO NOT REPRESENT ACTUAL WORKER POPULATION OR LICENSE FEE AMOUNTS; THEY ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY.

2. ANNUAL MAINTENANCE FEES FOR ENTERPRISE LICENSES. If additional Software license fees for the Enterprise License become due and payable under Section 1.3 above, then additional annual maintenance fees shall be determined by multiplying the amount of such additional Software license fees by the percentage multiplier then in effect pursuant to Hyland's retail list prices, and such additional annual maintenance fees shall become due and payable for the then-current maintenance period and any subsequent maintenance periods. The additional annual maintenance fees shall initially be invoiced and shall be due and payable at the same times as the applicable additional Software license fees are invoiced and become due under Section 1.3 above. In the event that the Worker Population of Customer decreases, the parties acknowledge and agree that Customer shall not receive a reduction on future annual maintenance fees nor refund of any such annual maintenance fees that have been previously paid to Hyland, even if such decrease causes the Worker Population to fall below an Enterprise License Tier.

3. TERM; TERMINATION. The Term; Termination provision from the applicable Software License Schedule-Perpetual or Software License and Maintenance Schedule- Subscription is restated as if rewritten herein.

PROFESSIONAL SERVICES SCHEDULE

This Professional Services Schedule is part of the Hyland Software Master Software License, Support and Services 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 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.

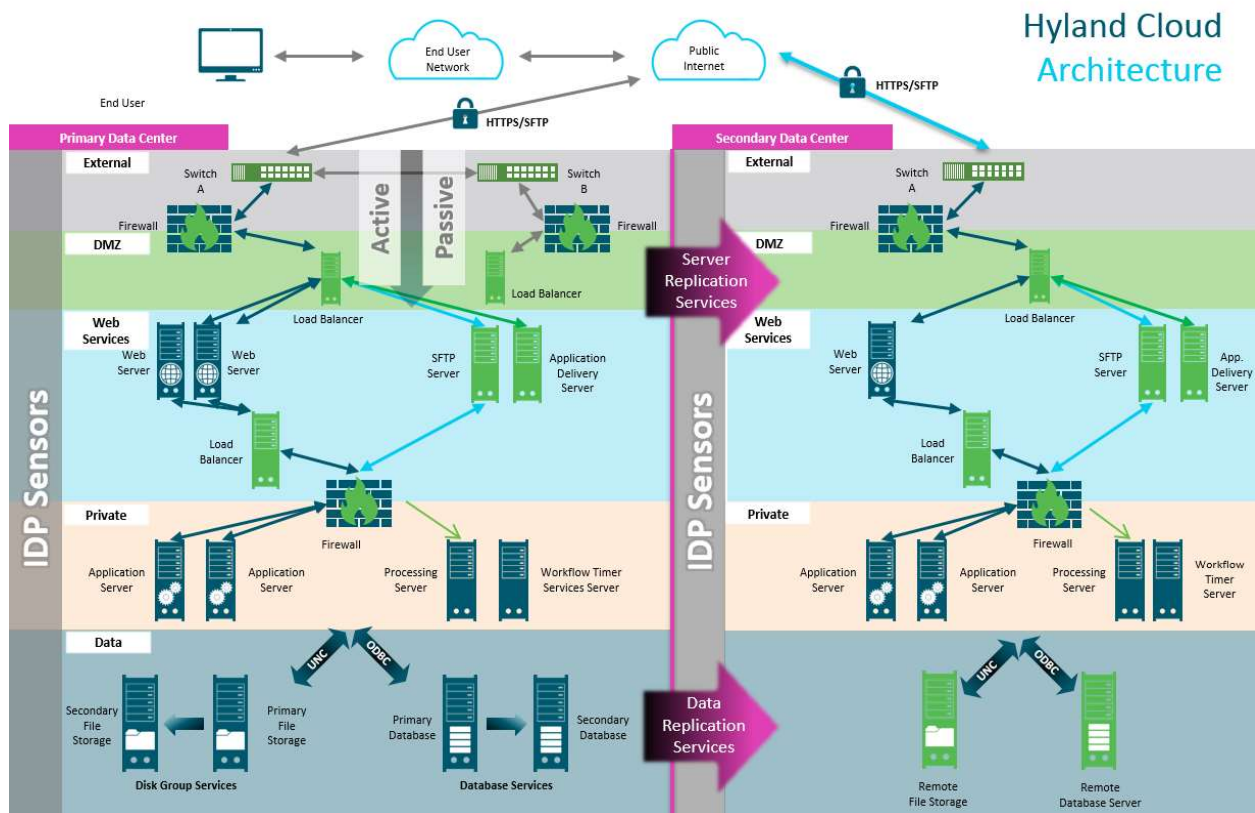


Figure 1 – General diagram of Hyland Cloud architecture. Other solutions may have varying components but the N+1 architecture is employed for all regardless of the application package selected by the customer.

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	- 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	- 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	- 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	AICPA, ISO, or equivalent security audit of data center within past 12 months.
Database Protection**	- 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.

Document Protection**	- 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.
** 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.	

OPTIONAL HOSTING SERVICES

These services can be added to any Hosted Solution at an additional cost.

Option	Description
Backfile Conversion Fee	Hyland may charge for Hyland Professional Services associated with large backfile ingestion of electronic files.
Data Extraction Charges	- 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.
File Import Charges	Single, one-time ingestions greater than 100 GB may require a one-time services fee.

Hosted Solution Outsourced Administration Services (OSA)	■ 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: ▶ Simple tasks ■ Creating and managing user and document types ■ Checking process locks ■ Ensuring capture processes have executed ■ Reviewing verification reports ▶ Complex tasks ■ 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
Full-Text Indexing Hosting Package	■ 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.
Report Services Hosting Package	■ 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.
Enterprise Integration Server (EIS) Hosting Package	■ 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.

OCR (Optical Character Recognition) Hosting Package	▪ 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.
Advanced Capture Hosting Package	▪ 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.
Additional application delivery licenses	▪ 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.

SERVICE CLASS MANUAL

A Hyland Cloud Document

Version 2017.2

December 1, 2017

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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 Hosting Fee” means the Hosting 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%
	25% of the Monthly Hosting Fee	25% of the Monthly Hosting Fee	25% of the Monthly Hosting Fee	25% of the Monthly Hosting Fee
		Less than 99%	Less than 99%	Less than 99%
		50% of the Monthly Hosting Fee	50% of the Monthly Hosting Fee	50% of the Monthly Hosting 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	50% of the Monthly Hosting Fee	50% of the Monthly Hosting Fee	50% of the Monthly Hosting Fee	50% of the Monthly Hosting 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 Hosting 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 Hosting Fees in an amount equal to twenty-five percent (25%) of the Monthly Hosting Fee; or

- (ii) if the Monthly Uptime Percentage is less than 99%, Customer shall receive a one-time credit against Hosting Fees in an amount equal to fifty percent (50%) of the Monthly Hosting 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 Hosting 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 Hosting 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.