

HYLAND MASTER AGREEMENT

This Master Agreement is a binding agreement between Crown Agents, St Nicholas House St Nicholas Road, Sutton, SM1 1EL, United Kingdom (“Customer”) and Hyland UK Operations Limited, The Place, Bridge Avenue, Maidenhead, SL6 1AF, United Kingdom (“Hyland”) effective as of the Effective Date, and consists of this document, all schedules referred to herein and/or in an Order Form (each, a “Schedule”), and all Services Proposals and Order Forms issued hereunder (collectively the “Agreement”). As of the Effective Date, the following schedules are incorporated into this Agreement by reference:

- ☒ General Terms Schedule
- ☒ Platform-as-a-Service Schedule, available at: <https://legal.hyland.com/Customer-Legal-Center#Alfresco-schedule>
- ☒ Global Data Processing Schedule, available at: <https://legal.hyland.com/Customer-Legal-Center#gdpr-customerdpa>

All products or services which may be licensed or purchased by Customer from Hyland from time to time shall be governed by 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, including all the schedules referenced above and/or in any Order Form, prior to entering into this Agreement.

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

Crown Agents**Hyland UK Operations Limited**

By:

By:

Name: (Print)

Name: (Print)

Title:

Title:

Date:

Date:

Hyland Legal

Approved By:

Date:

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. Other Schedules will have more specific terms relevant to the product licensee or service governed by that Schedule. If there is a conflict between the terms of this General Terms Schedule and any other Schedule, the other Schedule shall control with respect to the subject matter of such Schedule. In the event the same topic is addressed in both the General Terms Schedule and any other Schedule but the terms do not conflict, the terms of both the General Terms Schedule and the Schedule shall apply. Capitalized terms used in this General Terms Schedule may be defined within this Schedule or within other Schedules to which they are applicable.

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

1.1 Term of the Agreement and Product Subscription(s). The Agreement shall have a term commencing on the Effective Date, and will continue until all Product Subscriptions have expired or been terminated. The term of a Product Subscription shall be the Initial Term, and such term shall automatically renew for additional periods of the same length as the Initial Term unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the then-current term. In the event Customer purchases add-on licenses or services to a Product Subscription via an Order Form or purchase order, the term of such add-on licenses or service shall run coterminous with the existing applicable Product Subscription, unless otherwise stated via an Order Form.

1.2 Termination By Either Party.

1.2.1 Either party may terminate the Agreement effective immediately upon written notice to the other party, if the other party (i) terminates or suspends its business without a successor or becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or (ii) has committed a breach of a material provision of the Agreement and has failed to cure the breach within thirty (30) days after the receipt of written notice of the breach given by the non-breaching party. In the event Customer terminates under (ii) above, Hyland shall refund Customer any prepaid fees for Software, Hyland Cloud Services, Success Path, or Professional Services that were to be provided after the effective date of termination.

1.2.2 If, in the reasonable opinion of Customer or Hyland, the compliance by either party with the terms of the Agreement will be in violation of any law or regulation implemented or modified after the Effective Date, Customer or Hyland, as the case may be, may terminate the applicable license or services under the Agreement, upon thirty (30) days written notice to the other party.

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

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

1.3.2 *Survival of Certain Obligations.* All provisions of the Agreement which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied. For clarity, this includes all provisions under these General Terms other than the Marketing and Publicity provision.

1.3.3 *Additional Effects or Consequences of Termination.* Upon termination of the Agreement, any license to use the Software or Hyland Cloud Service will automatically terminate without other or further action on the part of any party; and Customer shall immediately: (a) discontinue any and all use of the Software, Documentation, and, if applicable, Hyland Cloud Service; and (b) in the case of Software and Documentation within Customer's control, either: (i) return the Software and Documentation to Hyland, or (ii) with the prior permission of Hyland, destroy the Software and Documentation and certify in writing to Hyland that Customer has completed such destruction.

2. PAYMENT TERMS.

2.1 Invoicing. All invoices shall be sent electronically by Hyland to the other party to the attention of “Accounts Payable,” or to such other person or department as the other party 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.

2.2 General Payment Terms. Unless otherwise provided in the Agreement, Customer shall pay in full all fees within thirty (30) days after the receipt of such invoice.

2.3 **Taxes and Governmental Charges.** All payments under the 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.

2.4 **Resolution of Invoice Disputes.** In the case of any Disputed Amount (as defined below) that are timely disputed in accordance with this Section, both parties will use reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any Disputed Amount remains disputed in good faith after such 30-day period, the parties agree that at least one of each of their respective members of senior management will meet within ten (10) calendar days to attempt to resolve the dispute. If the dispute is not thereby resolved, either party may file litigation in a court of competent jurisdiction to seek resolution of the dispute. As used herein, "Disputed Amounts" means those amounts on any invoice which the invoiced party is disputing reasonably and in good faith and is cooperating diligently to resolve the dispute.

2.5 **Currency; Delivery of Tangible Keys and CDs.** All fees, costs and expenses shall be determined and invoiced in, and all payments required to be made in connection with this Agreement shall be made in the currency identified in the applicable Order Form or purchase order accepted by Hyland. Delivery of tangible keys or CDs, if any, shall be F.O.B. Hyland's (or its affiliate's) offices.

2.6 **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 this Agreement. In the event that Customer prepay for training, then such prepaid training shall expire twelve (12) months from the date Hyland accepts Customer's purchase order for such training or the Effective Date of the applicable Order Form for such training, whichever is earlier.

3. CONFIDENTIAL INFORMATION.

3.1 "Confidential Information" shall be such information disclosed hereunder 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 or disclose to any third party any such Confidential Information, except as may be required by law or court order or as provided under this Agreement. Each party shall be liable and responsible for any breach of this Section committed by any of such party's affiliates, employees, agents, consultants, contractors or representatives.

4. OWNERSHIP AND PROHIBITED CONDUCT.

4.1 **Ownership.** Hyland and its suppliers own the Software, Work Products, Documentation, Hyland Cloud Services, Add-On Services, 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, Hyland Cloud Services, Add-On Services, Innovations, 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, Hyland Cloud Services, Add-On Services, Innovations or Work Products are transferred to Customer. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software, Hyland Cloud Service, Add-On Services, Documentation, Innovations, or Work Products, except for the limited express rights granted in this Agreement. THIS AGREEMENT 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 Software, Hyland Cloud Service, Add-On Services, Documentation, Innovations, or Work Products.

4.2 **Prohibited Conduct.** 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, Hyland Cloud Services, or Add-On Services; (b) sell, transfer, rent, lease or sub-license the Software, Work Products, Documentation, Hyland Cloud Services, or Add-On Services to any third party, or use the Software, Work Products, Documentation, Hyland Cloud Services, or Add-On Services for processing

of third-party data as a service bureau, application service provider or otherwise for the business operations of any third party; (c) except as expressly permitted with respect to Work Products, alter or modify the Software, Work Products, Hyland Cloud Services, Add-On Services, Documentation, or prepare derivative works therefrom; (d) decipher, reverse engineer, disassemble, decompile or otherwise attempt to derive or gain improper access to source code or from any components, models, algorithms or systems of or used to provide the Software, Work Products, Documentation, Hyland Cloud Services, or Add-On Services, in whole or in part, or engage in any of the adversarial attacks set forth in the NIST AI 100-2 E2025 publication available at Adversarial Machine Learning: A Taxonomy and Terminology of Attacks and Mitigations; or (e) combine, call, link to, or otherwise use the Hyland Cloud Service or Software in conjunction with any Alfresco Community Version, or use any of the services for Alfresco Community Versions or for any unlicensed users. Customer is responsible for all of its Users' actions and compliance with this Agreement.

4.3 **Suspension of Products or Services.** Hyland may, without limiting its other rights and remedies, suspend or cease the provision of any Support, Professional Services, Add-On Service, or access to any Software, Hyland Cloud Service or any other Hyland product or services under this Agreement in the case of: (i) a Prohibited Act; or (ii) Customer's failure to make any payment when due (other than with respect to Disputed Amounts). Hyland will use reasonable efforts to (i) notify Customer prior to any suspension, unless prohibited by applicable law or court order, and (ii) resume the provision of Support, Professional Services, Add-on Service, and/or re-establish access to the Software, Hyland Cloud Service or other Hyland product or services promptly after the issue causing the suspension has been resolved. Customer will remain responsible for all fees incurred before and during any suspension.

5. **LIMITED WARRANTIES; DISCLAIMER OF WARRANTIES.**

Product Warranty. Hyland warrants that, when used as authorized under this Agreement, the Software and Hyland Cloud Service will perform substantially in accordance with the applicable Documentation ("Product Warranty").

Professional Services 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.

These warranties shall not apply to, and Hyland shall have no liability for any non-conformity to the extent it is caused by or related to: (i) incorrect data or incorrect procedures used or provided by Customer or a third party; (ii) failure of Customer to perform and fulfill its obligations under this Agreement; (iii) any component of the Software or Hyland Cloud Service that has been modified, misused or abused by Customer or a third party, (iv) problems within or impacting Customer's computing environment, including any Customer third party software applications, hardware, network or internet connectivity, (v) Customer's failure to install the most recent update made generally available to customers or any other update which resolves the issue; (vi) a Force Majeure event; or (vii) if the Software or Hyland Cloud Service is used in combination with equipment or software other than that which is provided by Hyland or is consistent with the Documentation.

Warranty Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities for which Customer has provided written notification to Hyland in accordance with this provision, shall be to either (a) correct the non-conforming component or reperform the nonconforming services, which may include the delivery of a reasonable workaround for the non-conformity; or (b) if Hyland determines that correcting the non-conformity is not practicable, then terminate the Agreement with respect to the non-conforming component, in which event, upon compliance by Customer with its termination obligations under the Agreement, Hyland will provide a refund to Customer of the unused fees prepaid by Customer and attributable to the non-conforming component or services.

EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN THIS AGREEMENT, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, HYLAND CLOUD SERVICE (INCLUDING ANY SOFTWARE OR HARDWARE), ADD-ON SERVICES, WORK PRODUCTS, INNOVATIONS, SUPPORT, 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 SUPPORT, HYLAND CLOUD SERVICE, ADD-ON 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, HYLAND CLOUD SERVICE, ADD-ON SERVICES, OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, HYLAND AND ITS SUPPLIERS DO NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

HYLAND SPECIFICALLY ASSUMES NO RESPONSIBILITY FOR CUSTOMER'S SELECTION OF THE SOFTWARE, WORK PRODUCTS, ADD-ON SERVICES, SUPPORT, HYLAND CLOUD SERVICE OR PROFESSIONAL SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE, HYLAND CLOUD SERVICES, ADD-ON SERVICES, OR WORK PRODUCTS USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE, HYLAND CLOUD SERVICE, AND WORK PRODUCTS "AS IS."

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.

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

EXCEPT WITH RESPECT TO: (1) CLAIMS, LOSSES OR DAMAGES ARISING OUT OF EITHER PARTY'S WILFUL MISCONDUCT OR FRAUD; (2) AMOUNTS PAYABLE TO THIRD PARTIES UNDER EITHER PARTY'S INDEMNIFICATION OBLIGATIONS; OR (3) THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY LAW, NEITHER PARTY NOR ANY OF ITS AFFILIATES (AND IN THE CASE OF HYLAND, ITS SUPPLIERS) SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, GOODWILL, SAVINGS OR PROFITS (EXCLUDING FEES DUE UNDER THIS AGREEMENT), LOSS OR CORRUPTION OF DATA OR PROGRAMS, COSTS OF REPLACEMENT OR THE REMEDY OF COVER, OR BUSINESS INTERRUPTION DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, EXPENSES OR COSTS.

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

IF CUSTOMER USES THE SOFTWARE, HYLAND CLOUD SERVICE, ADD-ON SERVICES OR EQUIPMENT (AS THE CASE MAY BE) IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE, HYLAND CLOUD SERVICES, ADD-ON SERVICES OR EQUIPMENT DO NOT OFFER MEDICAL INTERPRETATIONS OF DATA, DIAGNOSE PATIENTS, OR RECOMMEND THERAPY OR TREATMENT; THE SOFTWARE, HYLAND CLOUD SERVICE, ADD-ON SERVICES AND EQUIPMENT ARE AN INFORMATION RESOURCE AND NOT A SUBSTITUTE FOR THE SKILL, JUDGMENT AND KNOWLEDGE OF CUSTOMER'S USERS OF THE SOFTWARE, HYLAND CLOUD SERVICE, ADD-ON SERVICES OR EQUIPMENT IN THE PROVISION OF HEALTHCARE SERVICES. IN ADDITION TO THE LIMITATIONS OF LIABILITY PROVIDED HEREIN, HYLAND SHALL NOT HAVE ANY LIABILITY FOR ANY ASPECT OF HEALTHCARE SERVICES PROVIDED BY CUSTOMER IN CONJUNCTION WITH ITS USE OF THE SOFTWARE, HYLAND CLOUD SERVICE, ADD-ON SERVICES OR EQUIPMENT.

7. FORCE MAJEURE. No failure, delay or default in performance of any obligation of a party to this Agreement 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 and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon the foregoing shall give to the other party prompt written notice when the cause arises and ends. If any performance date by a party is postponed pursuant to this Section for longer than ninety (90) calendar days, the other party may terminate this Agreement with thirty (30) days' written notice to the other party.

8. INSURANCE REQUIREMENTS.

Hyland will maintain and keep in force the following insurance coverage:

(i) Worker's Compensation and Employer's Liability Insurance Coverage (as applicable). In the case of coverage of US employees, the worker's compensation coverage shall be in the minimum amounts required by statute, and the Employer's Liability Insurance Coverage shall be USD \$1,000,000.00 bodily injury each accident, USD \$1,000,000.00 bodily injury by disease each employee and policy limit. In the case of coverage for UK employees, the policy limits under the Employer's Liability Insurance Coverage shall be GBP 5,000,000.00;

(ii) General Liability Insurance Coverage. The policy limit under the General Liability Insurance Coverage shall be USD\$1,000,000.00 per occurrence and USD \$2,000,000.00 in aggregate;

(iii) Automobile Liability Insurance Coverage. The policy limit under the Automobile Liability Insurance Coverage policy shall be for USD \$1,000,000.00 per occurrence;

(iv) Cyber Liability Insurance: The policy limit under the Cyber Liability Insurance Coverage shall be for USD \$5,000,000.00 per claim;

(v) Professional Liability (Errors & Omissions): The policy limit under the Professional Liability Insurance Coverage shall be for USD \$5,000,000.00 per claim;

Hyland shall provide a certificate of insurance listing the above coverages upon Customer's reasonable request.

9. TRIAL SERVICES. If Customer registers or accepts an invitation for Trial Services, including through Hyland's websites, or enters into an Order Form for the same, Hyland will make such Trial Services available to Customer on a trial basis, until the earlier of (a) the end of the trial period for which Customer registered to use the applicable Trial Services, or (b) the end date specified in the applicable Order Form. Hyland may, in its sole discretion, extend or discontinue the availability of Trial Services at any time. Trial Services may contain bugs, errors, or features that Hyland may never release generally. Trial Services features and performance are Hyland's Confidential Information. Trial Services may be subject to additional terms as provided by Hyland at the time Customer registers or accepts the invitation for Trial Services. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT: (y) HYLAND DISCLAIMS LIABILITY FOR THE TRIAL SERVICES; AND (z) TRIAL SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY EXPRESS, STATUTORY, OR IMPLIED WARRANTY AND ARE NOT SUBJECT TO ANY, INDEMNITY, SERVICE LEVEL AGREEMENT, SUPPORT, OR OTHER REQUIREMENTS EXCEPT AS STATED IN THIS SECTION.

10. GENERAL PROVISIONS.

10.1. Affiliate Rights. Affiliates of Customer will have rights to use the Software or Hyland Cloud Services purchased pursuant to an Order Form to the extent such Affiliate(s) are identified on such Order Form (an "Authorized Affiliate"). The Customer shall be responsible for any breaches of this Agreement by any such Authorized Affiliate as if such Authorized Affiliate was the Customer.

10.2. 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 England and Wales (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 courts of general jurisdiction located in London, England.

10.3. 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.

10.4. 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.

10.5. Integration. This Agreement constitutes the entire Agreement among the parties with respect to the subject matter of this Agreement, including any schedules, Order Forms, or attachments (including those made available via an online link) that may be referenced. No provision of this Agreement will be deemed waived, amended or modified by any of the parties, unless such waiver, amendment or modification is made in writing and signed by authorized representatives of all the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. This Agreement supersedes all previous agreements between or among any of the parties relating to the subject matter hereof. Customer acknowledges and agrees in entering into this Agreement and its purchases hereunder are not contingent on the availability of any future functionality, features, programs, or services. The parties 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 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.

10.6. Notices. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under the Agreement shall be deemed effective when made in writing and sent to each party, by either: (a) reputable overnight courier, specifying next day delivery to the address specified in the Agreement or last known business address of such party; or (b) email to the address specified in the Agreement or such other email address provided by such party for such purpose, without receipt of a notice of failed delivery.

In cases where the Hyland contracting party is not Hyland Software, Inc., all notices shall also be sent with copy to:

Hyland Software, Inc.
28105 Clemens Road
Westlake, OH 44145
Attn: General Counsel
hylandcontracts@hyland.com

10.7. 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. Except as otherwise set forth in this Agreement, 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. Notwithstanding anything to the contrary, the parties agree that Hyland may assign or subcontract all or part of its obligations and duties under this Agreement to any Hyland Affiliate. Any assignment made without compliance with the section shall be null and void and of no force or effect.

10.8. Severability. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10.9. 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.

10.10. Independent Contractor. The parties hereto are independent contractors under this Agreement and nothing in this Agreement (or any Schedule hereto) authorizes a party to act as a legal representative or agent of the other party for any purpose or to commit the other party to any obligations with a third party, including, but not limited to, any obligations related to such other party's employees. It is expressly understood that this Agreement does not establish a franchise relationship, partnership, principal-agent relationship or joint venture.

10.11. Export. Any Software, Hyland Cloud Service, Add-On Services, Work Products or Documentation provided under this Agreement are subject to all applicable laws, regulations and other limitations on the export or re-export of commodities, technical data and software. Customer hereto agrees to comply fully with all relevant export control laws, regulations, and limitations to assure that the Software, Hyland Cloud Services, Add-On Services, Work Products or Documentation is not exported, re-exported, used, transferred, accessed, or disclosed in violation of any limitations imposed by the United States, member states of the European Union, or any other relevant jurisdictions or authority. Customer must not (and must not allow anyone else to) export, re-export, use, transfer, access, or disclose the Software, Hyland Cloud Services, Add-On Services, Work Products or Documentation: (a) to (or to a national or resident of) any United States embargoed jurisdiction, (b) to anyone on any United States or applicable non-United States restricted- or denied-party list, (c) to any party that Customer has reason to know it will be used in violation of United

States export law or limitation, or for any restricted end use, such as any sensitive nuclear, chemical or biological weapons, or missile technology unless authorized by the U.S. Government by regulation or specific license. In addition, if the Customer is located in a European Union Member State, United Kingdom, Norway or Switzerland, the Software, Hyland Cloud Services, Add-On Services, Work Products or Documentation may also be subject to Council Regulation (EC) No 428/2009 and/or equivalent laws relating to dual-use items. As such, those items must not be transmitted outside of the E.U., United Kingdom, Norway or Switzerland without a license or authorization being issued by the export control authority of the relevant Member State or the applicable authorities in Norway, Switzerland or the United Kingdom. The Customer shall not use any Software, Hyland Cloud Services, Add-On Services, Work Products or Documentation provided under this Agreement to create technology or software that is controlled under any relevant export control laws and regulations.

10.12. 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 may 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 and/or injunctive relief to enforce the provisions of this Agreement.

10.13. Marketing and Publicity. Except 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.

10.14. Counterparts. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the Agreement.

10.15. 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.

10.16. 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 or that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 99 or similar laws; 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.

10.17. No High Risk Use. The Software and/or any Hyland Cloud Services are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. Such Software and/or Hyland Cloud Services are not designed or intended for use in any situation where failure or fault of any kind of the Software and/or Cloud Services could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). The Software and/or any Hyland Cloud Service is not licensed by Hyland to use in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Software or Hyland Cloud Services for administrative purposes, as an information resource for medical professionals, 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 to indemnify and hold harmless Hyland from any third-party claim arising out of Customer's or its Users' use of the Software and/or Hyland Cloud Services in connection with any High Risk Use. Hyland will: (y) promptly notify Customer of any claim for which Hyland seeks indemnification; and (z) reasonably cooperate with Customer in defending and settling the claim.

10.18. 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 Software, Add-On Services, and the Hyland Cloud Service, as the case may be, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of the Agreement and/or the Delivery of the Software, Add-On Services and Hyland Cloud Service, as the case may be, the U.S. Government hereby agrees that the Software, including the Hosted 3rd Party Software included in the Hyland Cloud Service, and Add-On Services, as the case may be, 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 Add-On Services 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 Software, Add-On Services or Hyland Cloud Service, as the case may be, to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software, Add-On Services and Hyland Cloud Service, or Documentation, as the case may be, 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.

10.19. **Contractor Use Restriction.** Customer agrees that if it desires to allow a contractor to do any of the following: (i) make use of the configuration tools, administrative tools or any application programming interfaces (“APIs”); (ii) attend any Hyland training courses, either online or in person; or (iii) access any of Hyland’s secure websites (including, but not limited to, Hyland.com/Community), either through contractor’s use of Customer’s own log-in credentials or through credentials received directly or indirectly by contractor; then, Hyland may require that it enter into a confidentiality agreement directly with the entity employing such contractor.

10.20. **GRaaS Services.** If Customer is purchasing GRaaS Services, GRaaS Services are not governed by the terms of this Agreement, but instead are subject to the GRaaS Services Terms and Conditions, which are available at <https://www.hyland.com/en/legal/graas-terms-conditions>.

10.21. **Hyland Content Portal.** If Customer is purchasing a hosted version of the Hyland Content Portal, such hosted version of the Hyland Content Portal is not governed by the terms of this Agreement, but instead is subject to the Hyland Content Portal Terms of Use, which are available at <https://legal.hyland.com/Customer-Legal-Center#hyland-portal-termsandconditions>.

10.22. **Customer Feedback.** If Customer provides Hyland with feedback or suggestions regarding its products or services, Hyland may use the feedback or suggestions without restriction or obligation.

11. DEFINED TERMS.

The defined terms below shall have the meaning ascribed to them below as used throughout the Agreement. Specific Schedules may also include additional defined terms that are relevant to the terms of that Schedule and these General Terms. Defined terms below may also incorporate defined terms that are defined in a particular Schedule, only if applicable. In the event the same defined term is defined in two (2) or more Schedules, the term shall be given the meaning defined in each Schedule with respect to that Schedule, and, if the term is also used within the General Terms Schedule, the General Terms Schedule shall be interpreted to include all definitions, as the context requires.

“Add-On Service” means a software as a service offering provided by Hyland that provides additional or separate functionality or service to Customer’s Software solution or Hyland Cloud Service.

“Affiliate” of the Customer means an entity that has control of, is under control by, or is under common control with the Customer, either directly or indirectly through one or more other entities that have control of, are under control by, or are under common control with the Customer. The term “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity through the ownership of at least 50% of voting securities.

“AUP” means the Acceptable Use Policy available at <https://legal.hyland.com/Customer-Legal-Center#acceptable-use-policy-attachment>.

“Documentation” means the specifications, as published and periodically updated by Hyland, that describe the functionality of Software, and/or Hyland Cloud Services.

“Effective Date” means (i) with respect to this Agreement, the date this Agreement is signed by the last party that signs this Agreement; and (ii) with respect to an Order Form, unless otherwise stated in the Order Form, the date such Order Form is signed by the last party that signs such Order Form.

“GRaaS Services” means the Policy Center Solution and Data Sets to which Customer has purchased a subscription under an Order Form, which is available at <https://www.hyland.com/en/legal/graas-terms-conditions>.

“Hyland Content Portal” means: (a) a portal solution that comprises of both content, via portal pages, and online forms enabling Customer to manage content, forms and data in one centralized place; and (b) is hosted by a third party software vendor of Hyland.

“Initial Term” means the Initial Term as defined in the applicable Order Form which Customer has purchased the applicable Product Subscription(s).

“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 the Agreement (including any Services Proposal).

“Order Form” means a document signed by authorized representatives of each party describing the Software or other products or services purchased, associated fees, and other terms agreed to by the parties.

“Product Subscription” means a subscription to any product or service purchased or licensed by Customer and governed by the Agreement.

“Professional Services” means any professional services provided by Hyland under a Services Proposal (as defined in this Agreement), including but not limited to those services listed at <https://www.hyland.com/services>. 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).

“Prohibited Act” or “Prohibited Acts” means (i) any use or export of any Software, Hyland Cloud Service, Add-On Services, Work Products or Documentation not permitted by this Agreement; (ii) a violation of the Prohibited Conduct provisions of the General Terms Schedule; or (iii) a violation of the AUP (if applicable).

“Software” means: except as otherwise expressly stated in a particular Schedule, (a) Hyland’s proprietary software products identified in an Order Form and/or for which Customer submits a written purchase order to Hyland (or an authorized channel partner, if applicable) 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 this Agreement or an agreement with one of Hyland’s authorized Channel Partners, as the case may be. Software does not include Alfresco Community Versions, Hyland Content Portal or GRaaS Services.

“Support” means: (i) technical support services; and (ii) the availability of upgrades and enhancements, as further defined in the applicable Success Path.

“Trial Services” means any Hyland-provided software, service or functionality that is made available by Hyland to Customer for testing and feedback purposes. This includes, but is not limited to, products and services designated as “alpha,” “beta,” “trial,” “non-GA,” “developer preview,” “evaluation,” or by a similar designation.

“Users” means: (i) employees or contractors of Customer and its Authorized Affiliate(s) that are authorized to access and use the Software, Hyland Cloud Service and/or any other Hyland product or service in accordance with the terms and conditions of the Agreement; and (ii) any additional users to which Customer is authorized to provide access to such Software, Hyland Cloud Service and/or any other Hyland product or service as expressly agreed in writing between the parties.

ALFRESCO-AS-A-SERVICE SCHEDULE

This Alfresco-as-a-Service Schedule (“Alfresco Schedule”) is part of the Master Agreement, Order Form or other agreement or document entered into between Customer and Hyland, which incorporates this Alfresco Schedule by reference (the “Incorporating Document”). As used herein, the “Agreement” means the Incorporating Document, inclusive of this Alfresco Schedule, and any other agreement within which the Incorporating Document is incorporated. The parties acknowledge and agree that this Alfresco Schedule applies to the Hyland Cloud Service (as defined herein) and Software provided on a platform-as-a-service basis; the Software-as-a-Service Schedule does not apply to the Hyland Cloud Service or Software as defined herein.

DEFINED TERMS.

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

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

“Access Protocols” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Hyland Cloud Services.

“Alfresco Community Versions” means the free, open source community versions that Hyland makes available at no charge, including without limitation Digital Business Platform, Alfresco Content Services, Alfresco Process Services and Records Management software.

“Client Application” means an installation of Nuxeo Platform with specific configuration files that enable the performance of a task or related group of tasks.

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

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

“Development Sandbox” means a set of environments ordered pursuant to an Order Form during the term for the applicable Hyland Cloud Service and used for testing with non-production data.

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

“Hyland Cloud Service” means the Physical Infrastructure and any composite software layers such as databases, operating systems, virtualization technology, and Hosted 3rd Party Software made available on a platform-as-a-service basis, whether owned by Hyland or a third party, and as set forth on the applicable Order Form. For clarity, the Hyland Cloud Service does not include the Nuxeo Platform or Alfresco Community Version.

“Instance” means the equivalent to a Java Virtual Machine (JVM) running the Nuxeo Platform. An Instance may also be referred to as a “Nuxeo Server” and may be illustrated as a “Nuxeo Server”, “Nuxeo Node” or equivalent in an architecture diagram.

“Nuxeo” means products and services branded by Hyland as Nuxeo and licensed or purchased, as applicable, under the terms of the Agreement.

“Nuxeo Marketplace” means the marketplace that makes connectors, integrations, extensions, plug-ins, packages and other optional components that provide additional configurable features for use in development and operation of Client Applications.

“Nuxeo Platform” means the platform that supports design, testing, integration, execution and maintenance of Client Applications solely as it relates to Nuxeo-branded Hyland Cloud Services as set forth on an Order Form.

“Nuxeo Studio” means the tool used to configure Client Applications on the Nuxeo Platform, and if purchased pursuant to an Order Form, includes Studio Branch Management and/or Studio Projects.

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

“Alfresco Security Attachment” means the Alfresco Security Attachment attached to this Schedule. The Alfresco Security Attachment describes Hyland's current security processes and procedures for the products and services purchased under this Alfresco Schedule. These processes and procedures may be updated from time to time, but will not be materially reduced.

“Alfresco Specification” means the additional terms and descriptions of the applicable Hyland Cloud Services and associated delivery terms, which may include without limitation functionality, support, performance standards, information security and similar information. The Alfresco Specification with respect to Alfresco means the Alfresco Cloud Services Specification located at <https://www.alfresco.com/cloud/docs/alfresco-cloud-services-specification>, and with respect to Nuxeo, the Nuxeo Cloud Services Specification located at <https://legal.hyland.com/#nuxeo-cloud-services-specification>. After the Effective Date, and subject to Section 1.3 of this Alfresco Schedule, Hyland reserves the right to modify the applicable Alfresco Specification from time to time. The modifications or the revised Alfresco Specification 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.

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

“Production Environment” means the environment containing final production data, hardware, and software needed to perform Customer’s day-to-day operations.

“Service Limits” means the limitations set forth in an Order Form.

“Software” means Software as defined in the General Terms Schedule that is made available through the Hyland Cloud Service.

“Studio Branch Management” means an advanced feature of Nuxeo Studio that enables the Nuxeo Studio user to create, manage and delete development branches without impacting the master branch.

“Studio Project” means a workspace in Nuxeo Studio to configure one (1) Client Application.

“Success Path” means the applicable service level commitment purchase by Customer, as described in the Success Path Manual.

“Success Path Manual” means the latest version of the manual describing the Success Path Services, as posted by Hyland from time to time on a website designated by Hyland, currently <https://legal.hyland.com/#success-paths-manual>.

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

“Testing Environment” means an environment of the Hyland Cloud Service (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, Hosted 3rd Party Software and each Work Product included in the Hyland Cloud Service.

1. HYLAND CLOUD SERVICE.

1.1 General. During the term of the Agreement Hyland will: (a) make the Hyland Cloud Service and Software available to Customer pursuant to the Agreement, the Alfresco Security Attachment, Documentation and the applicable Alfresco Specification; and (b) only use Customer Data to provide, develop, and improve the Hyland Cloud Service and other services, to prevent or address service or technical problems, or in accordance with Customer’s instructions.

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

datacenters, including all replicated copies.

1.3 Changes to Hyland Cloud Services. Customer acknowledges that the Hyland Cloud Service is made available on a platform-as-a-service basis on the standard, general deployment model offered by Hyland. Hyland reserves the right to modify the Hyland Cloud Service and its delivery. Hyland will use reasonable efforts to notify Customer in advance of any changes that would materially impact Customer's use or operation of the Hyland Cloud Service. However, Hyland agrees it will not modify the Hyland Cloud Service during the term of the Agreement in such a way as to materially reduce the functionality or performance of the applicable Hyland Cloud Service.

2. GRANT OF RIGHTS.

2.1 Hyland Cloud Service and Software Access Grant. During the term of the Agreement, and subject to Customer's compliance with the terms of the Agreement, Hyland grants to Customer a revocable, non-exclusive, non-assignable (except as provided herein), limited right to access the Hyland Cloud Service and Software as provided by Hyland, and the associated Documentation, solely for use by Customer and its Users for the internal business operations of Customer. Use of the Hyland Cloud Service and Software is limited to the number of Instances, Users and/or Service Limits, as applicable, designated in the Order Form.

Customer and its Users shall only use the Hyland Cloud Service and Software in a manner consistent with the Documentation and in compliance with the AUP and this Agreement. Customer shall not make any use of the Hyland Cloud Service or Software in any manner not expressly permitted by the Agreement. Customer acknowledges that it and its Users may only access Customer Data via the Hyland Cloud Service and Software and shall not permit direct or indirect access to or use of the Hyland Cloud Service, the Software or Customer Data in a way that circumvents any usage limit. Customer further acknowledges that all components of the Hyland Cloud Service and Software made available by Hyland, including any components downloaded or installed locally on Customer's or Users' systems, are solely for use with the Hyland Cloud Service and Software and are not intended to be used on a stand-alone basis.

2.2 Nuxeo-Branded Hyland Cloud Services. If the Hyland Cloud Service(s) purchased by Customer includes Nuxeo as indicated on the Order Form, such Nuxeo-branded Hyland Cloud Services shall be subject to the additional terms set forth in this Section.

(a) Provision of Access. Subject to the terms and conditions contained in this Agreement, on or as soon as reasonably practicable after the Effective Date of this Agreement or as set forth in the applicable Order Form for the purchase of Nuxeo Hyland Cloud Services, Hyland shall provide to Customer the necessary Access Protocols to allow Customer to access such Hyland Cloud Services, which may include the following as set forth in the Order Form:

(i) Nuxeo Studio. Hyland will provide Customer with access to Nuxeo Studio, which is a cloud portal application and includes Hyland's continuous maintenance of Nuxeo Studio, and Hyland's provision of technical support according to the Success Path terms. Hyland will provide access to Nuxeo Studio in accordance with the applicable Alfresco Specification.

(ii) Nuxeo Platform Incremental Maintenance Releases and Technical Support. Notwithstanding anything to the contrary, Customer expressly acknowledges and agrees that Customer's use of the Nuxeo Platform as part of the Hyland Cloud Services is solely governed by the Apache 2.0 open source license provided with the Nuxeo Platform and this Agreement does not impact any rights and obligations with respect to such Nuxeo Platform. During the term of the Agreement and as part of the Hyland Cloud Service, Hyland will provide to Customer Nuxeo Platform maintenance releases, when and if released, and Nuxeo Platform technical support according to the Success Path provisions. Maintenance release source code may be made available to Customer upon request. Maintenance releases, including any source code and generated object code may only be used and deployed on approved Instances as part of the Hyland Cloud Services during the term of the Agreement. Maintenance releases are not subject to the Nuxeo Platform license terms until such time as they are made generally available and released as part of the Nuxeo Platform.

(b) Nuxeo Marketplace. Hyland will provide Customer with access to the Nuxeo Marketplace where Customer can access additional connectors, integrations, extensions, plug-ins, packages and other optional components. For the avoidance of doubt, some of the items available for access on the Nuxeo Marketplace may carry additional cost and terms.

2.3 Volume Use Restriction. There are certain Software products or services that Hyland makes available and which Customer may purchase for use as part of the Hyland Cloud Service that are volume-based and may: (a) no longer function if applicable volume limits have been exceeded; (b) require Customer to pay additional fees based on Customer's volume usage; or (c) 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. Customer will notify Hyland promptly if it has exceeded the number of Instances, Service Limits and/or authorized Users indicated in the Order Form. Hyland will invoice Customer for the applicable fees after either the execution of a new Order Form or Hyland's acceptance of Customer's purchase order for such additional volume, and Customer will pay such fees in accordance with this Agreement. Customer will maintain accurate records necessary to verify the number of Instances it uses, Users it authorizes and Service Limits used. Upon Hyland's written request, Customer will provide Hyland with such records within ten (10) business-days.

2.4 Non-Production Environments. Customer may purchase limited access to Testing Environments. Hyland agrees that the security measures described in the Alfresco Security Attachment are also applied to the Testing Environment.

2.5 Assessment. Hyland shall be permitted access to assess Customer's use of the Hyland Cloud Service and Software in order to determine Customer's compliance with the grant of use and pricing terms of the Agreement, including, where applicable, to measure Customer's volume usage. Customer shall reasonably cooperate with Hyland with respect to its performance of such assessment. If such assessment uncovers underreported volume usage in accordance with the Agreement, Hyland will give Customer written notice of the noncompliance, including the number of underreported Instances, Service Limits and/or authorized Users, and a new or adjusted invoice to account for such increased volume. Customer shall have fifteen (15) days from the date of the applicable invoice to make payment to Hyland for the underreported volume. If the assessment reveals that Customer underreported more than one of the Instances, and/or Service Limits, Customer shall pay Hyland for the reasonable costs incurred to perform the assessment.

2.6 Third Party Services and Content. The Hyland Cloud Service or Software may contain functionality which allows Customer to: (a) access, link, purchase, deploy or integrate the Hyland Cloud Service with Customer's applications or applications or services provided and licensed by third parties and (b) access third party websites and content. In the event Customer elects to utilize or deploy any such third party components, such components are provided and subject to the licensing and use terms provided by the applicable third party licensor, and Customer must procure all necessary license rights for Customer and Hyland to use and operate such components prior to their deployment. Hyland is only providing hosting services related to such third party components and has no responsibility for such applications or services, websites or content and shall have no responsibility for any disclosure, modification or deletion of Customer Data resulting from any such access or use by such applications or services. Any activities engaged in by Customer or any of its Users with such third parties using the Hyland Cloud Service is solely between Customer and such third party and Hyland has no liability, obligation or responsibility for any such activities. Hyland does not endorse any third party web sites, applications or services that may be linked or integrated through the Hyland Cloud Service or Software. Hyland is not responsible for any third party content, products or materials purchased, accessed or used by Customer or its Users using the Hyland Cloud Service or Software. Hyland reserves the right to refuse to implement any incompatible third party services and content or third party components which create a material information security or operational risk. Hyland is not responsible for any delays or inability to perform the Hyland Cloud Service or Software to the extent caused by any third party services and content.

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

2.8 Development Sandbox. During the term of the Agreement, Customer may purchase limited access to a Development Sandbox pursuant to an Order Form. Regardless of the deployment method of such Development Sandbox (whether on-prem or hosted by Hyland as part of the Hyland Cloud Service, as applicable), Customer acknowledges and agrees that (i) the Alfresco Specification; (ii) the Success Path; and (iii) the Alfresco Security Attachment shall not apply to such Development Sandbox.

2.9 Account and Usage Data. Hyland may process Account and Usage Data for its own business purposes including developing, training, or improving its products or services.

3. PRICES, INVOICES AND PAYMENT.

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

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

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

arrears based on the applicable volume usage. Add-On Services may be subject to additional terms.

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

4. SUCCESS PATHS.

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

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

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

5. SECURITY.

5.1 Information Security Program. During the term of the Agreement, Hyland shall maintain a security program which shall conform to the Alfresco Security Attachment. Customer acknowledges and agrees that Hyland cannot control and is not responsible for information security outside of Hyland's reasonable control, including without limitation transmission of data across the internet, third party network communications facilities or similar network providers. Furthermore, Customer acknowledges and agrees that the Hyland Cloud Services and Software rely upon certain key third party suppliers, and their information security obligations (and those of Hyland accordingly) are limited to that third party supplier's information security program; provided, however, that Hyland will provide copies of such program terms where available, and Hyland remains responsible for configuring any such third party supplier's tools and networks in accordance with the Hyland information security policies where such configuration is under Hyland's reasonable control.

6. CERTAIN RESPONSIBILITIES AND OBLIGATIONS OF CUSTOMER.

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

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

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

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

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

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

(f) Customer shall designate its Customer Security Administrator. "Customer Security Administrators" (also referred to as "CSA" or "CSAs") are individuals designated by Customer who are authorized to submit Hyland Cloud Service configuration change requests, speak authoritatively on behalf of Customer's Hyland Cloud Service and shall receive and provide, as applicable, all

notifications related to maintenance, security, service failures and the like. If Customer fails to designate the initial CSA, Hyland may at its option, designate the initial CSA as the individual who executed the Agreement on behalf of Customer.

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

(h) Customer will provide all reasonably necessary access, Customer contacts and other information and cooperation as necessary for Hyland to effectively provide the Hyland Cloud Service.

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

7. CUSTOMER DATA WARRANTY. Customer represents and warrants to Hyland that: (a) Customer is the legal custodian of the Customer Data and has the right and authority to use the Hyland Cloud Service and Software in connection with all Customer Data and other materials hereunder; (b) Customer will use reasonable efforts to ensure that any Customer Data submitted to Hyland via electronic media will be free of viruses; and (c) anyone submitting Customer Data to Hyland for use in connection with the Hyland Cloud Service or Professional Services has the legal authority to do so, either through ownership of the Customer Data or by obtaining appropriate authorizations therefor, and that submission of Customer Data does not violate any contracts, agreements, or any applicable law. Customer is responsible for all Customer Data that is submitted to Hyland for use in connection with the Hyland Cloud Service or Professional Services.

8. INFRINGEMENT INDEMNIFICATION.

8.1 Generally. Hyland will (A) defend Customer from and against any third party claim to the extent alleging that the Hyland Cloud Service when used by Customer as authorized by this Agreement, infringes any intellectual property right of a third party ("Infringement Claim"), and (B) indemnify and hold harmless Customer against any damages, fines or costs finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed settlement by Hyland resulting from an Infringement Claim, provided that Hyland: (a) is notified promptly after Customer receives notice of such claim; (b) is solely in charge of the defense of and any settlement negotiations with respect to such claim, provided, that Hyland will not settle any such claim without the prior written consent of Customer if such settlement contains a stipulation to or admission or acknowledgement of any liability or wrongdoing on the part of the Customer or otherwise requires payment by Customer; (c) receives Customer's reasonable cooperation in the defense or settlement of such claim; and (d) has the right, upon either the occurrence of or the likelihood (in the opinion of Hyland) of the occurrence of a finding of infringement or misappropriation, either to procure for Customer the right to continue use of the Hyland Cloud Service or Software, or to replace the relevant portions with other equivalent, non-infringing portions. If Hyland is unable to accomplish either of the options set forth in the preceding sentence, Hyland shall terminate the Agreement upon thirty (30) days advance written notice to Customer and refund to Customer the pre-paid, unused fees for the terminated portion of the Product Subscription. Notwithstanding anything to the contrary, Hyland shall have no obligation to defend, indemnify or hold Customer harmless against any Infringement Claim to the extent it arises from: (u) failure to use updates to the Hyland Cloud Service or Software provided by Hyland; (v) any Customer Data; (w) use of the Hyland Cloud Service or Software other than as expressly permitted by the Agreement; (x) the combination of the Hyland Cloud Service, Software, or any component thereof with any product not furnished by Hyland; (y) the modification or addition of any component of the Hyland Cloud Service or Software, 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.

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

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

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

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

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

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

Exhibit A

Hyland Software Brasil Ltda. Additional Terms Exhibit

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

1. Section 3.1 (Alfresco Fees) of this Alfresco Schedule shall be replaced in its entirety as follows:

“Customer shall pay Alfresco Fees to Hyland for the Hyland Cloud Service and Software in such amounts as are invoiced by Hyland; provided, that during the first year of the Initial Term, Customer shall pay Alfresco Fees to Hyland for the Hyland Cloud Service as initially composed in accordance with the initial Order Form. Hyland will adjust the Alfresco Fees annually on each anniversary of the Effective Date by the last known accumulated value of IPCA at the time Hyland issues the invoice for Alfresco Fees. For all purposes, “IPCA” means the Índice de Preços para o Consumidor Amplo, as measured by IBGE, or any index created to replace this index. Hyland will invoice Customer on or after the Effective Date for Alfresco Fees for the first year of the Initial Term. For any subsequent years, Hyland will invoice Customer for Alfresco Fees prior to the beginning of such year, and such invoice shall be due and payable by Customer to Hyland in full in accordance with the General Terms Schedule. In the event Customer adds Software for the Hyland Cloud Service, Hyland will invoice Customer for Alfresco Fees for such additional Software on a prorated basis upon Hyland’s acceptance of the purchase order for such additional Software. Thereafter, Alfresco Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.”

Exhibit B

Hyland Software Germany GmbH Additional Terms Exhibit

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

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

ALFRESCO SECURITY ATTACHMENT

Introduction: Hyland maintains and manages a comprehensive written security program that covers the Hyland Cloud Service 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, which such program includes the following:

I. Risk Management.

- a. Conducting an annual risk assessment designed to identify threats and vulnerabilities in the administrative, physical, legal, regulatory, and technical safeguards used to protect the Hyland Cloud Service.
- b. Maintaining a documented risk remediation process to assign ownership of identified risks, establish remediation plans and timeframes, and provide for periodic monitoring of progress.

II. Information Security Program.

- a. Maintaining a documented comprehensive information security program that covers Hyland Cloud Service. This program will include policies and procedures based on industry standard practices, which may include ISO 27001/27002, or other equivalent standards.
- b. Such information security program shall include, as applicable: (i) adequate physical and cyber security where Customer Data will be processed and/or stored; and (ii) reasonable precautions taken with respect to Hyland personnel employment.
- c. These policies will be reviewed and updated by Hyland management annually.

III. Organization of Information Security. Assigning security responsibilities to appropriate Hyland individuals or groups to facilitate protection of the Hyland Cloud Service and associated assets.

IV. Human Resources Security.

- a. Hyland employees undergo comprehensive screening during the hiring process. Background checks and reference validation will be performed to determine whether candidate qualifications are appropriate for the proposed position. Subject to any restrictions imposed by applicable law and based on jurisdiction, these background checks include criminal background checks, employment validation, and education verification as applicable.
- b. Ensuring all Hyland employees are subject to confidentiality and non-disclosure commitments before access is provisioned to the Hyland Cloud Service or Customer Data.
- c. Ensuring applicable Hyland employees receive security awareness training designed to provide such employees with information security knowledge to provide for the security, availability, and confidentiality of Customer Data.
- d. Upon Hyland employee separation or change in roles, Hyland shall ensure any Hyland employee access to the Hyland Cloud Service is revoked in a timely manner and all applicable Hyland assets, both information and physical, are returned.

V. Asset Management.

- a. Maintaining asset and information management policies and procedures. This includes ownership of assets, an inventory of assets, classification guidelines, and handling standards pertaining to Hyland assets.
- b. The Hyland Cloud Service is hosted in the Amazon Web Services (AWS) Cloud where security and compliance are shared responsibilities between AWS and Hyland. AWS is responsible for protecting the infrastructure that runs all the services offered in the AWS Cloud. This infrastructure is composed of the hardware, software, networking, and facilities that run AWS Cloud services. AWS operates, manages, and controls the components from the host operating system and virtualization layer down to the physical security of the facilities in which the service operates. AWS Device Management Controls can be found here: https://aws.amazon.com/compliance/data-center/controls/#Device_Management

VI. Access Controls.

- a. Maintaining a logical access policy and corresponding procedures. The logical access procedures will define the request, approval and access provisioning process for Hyland personnel. The logical access process will restrict Hyland user (local and remote) access based on Hyland user job function (role/profile based, appropriate access) for applications and databases. Hyland user access recertification to determine access and privileges will be performed periodically. Procedures for onboarding and offboarding Hyland personnel users in a timely manner will be documented. Procedures for Hyland personnel user inactivity threshold leading to account suspension and removal threshold will be documented.
- b. Limiting Hyland's 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 and the use of multi-factor authentication.
- c. Ensuring access controls are in place for Customer Data access by Hyland. Customer administrators control its user access, user permissions, and Customer Data retention to the extent such controls are available to Customer with respect to the Hyland Cloud Service.

VII. System Boundaries.

- a. Hyland is not responsible for any system components that are not within the Hyland Cloud Service, 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.
- b. The processes executed within the Hyland Cloud Service are limited to those that are executed by a Hyland employee (or Hyland authorized third party) or processes that are executed within Hyland's established system boundaries, in whole.
- c. Certain business processes may cross these boundaries, meaning one or more tasks are executed outside of Hyland's established system boundaries for the Hyland Cloud Service, one or more tasks are executed by individuals who are not Hyland personnel (or authorized third-parties), or one or more tasks are executed based on written requests placed by 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 for the Hyland Cloud Service. Examples of business processes that cross these boundaries include, but are not limited to, Hyland Cloud Service configuration changes, processing that occurs within the Hyland Cloud Service, user authorization, and file transfers.

VIII. Encryption.

- a. Customer Data shall only be uploaded to the Hyland Cloud Services in an encrypted format such as TLS/SSL, or other equivalent method.
- b. Customer Data shall be encrypted at rest and in transit.
- c. Where use of encryption functionality may be controlled or modified by Customer, in the event Customer elects to modify the use of or turn off any encryption functionality, Customer does so at its own risk.

IX. Physical and Environment Security.

- a. The Hyland Cloud Service uses third party service 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 other services for the Hyland Cloud Service.
- b. Hyland uses architecture and technologies designed to promote both security and high availability.

X. Operations Security.

- a. Maintaining change management controls to ensure changes to Hyland Cloud Service 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 implemented by Customer or implemented by Hyland at the request of Customer prior to production use of the Hyland Cloud Service. 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, or another method provided by Hyland) by Customer's designated Customer Security Administrators ("CSAs") or set forth in a Services Proposal. Hyland will make scheduled configuration changes in accordance with the process set forth in the applicable Alfresco Specification. Hyland may make configuration changes that are not expected to impact Customer during normal business hours.
- b. Monitoring usage and capacity levels within the Hyland Cloud Service to adequately and proactively plan for future growth.
- c. Utilizing virus and malware protection technologies, which are configured to meet common industry standards designed to protect the Customer Data and equipment located within the Hyland Cloud Service from virus infections or similar malicious payloads.
- d. Implementing disaster recovery and business continuity procedures. These will include replication of Customer Data to a secondary location.
- e. Maintaining a system and security logging process to capture system logs deemed critical by Hyland. These logs shall be maintained in accordance with the process set forth in the applicable Alfresco Specification.
- f. Maintaining system hardening requirements and configuration standards for components deployed within the Hyland Cloud Service. Ensuring servers, operating systems, and supporting software used in the Hyland Cloud Service receive all Critical and High (CVE score) 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 Hyland Cloud Service, then Hyland will use reasonable efforts to implement compensating controls until a security patch is available that would not materially adversely affect the Hyland Cloud Service.
- g. Conducting vulnerability scans or analysis on at least a quarterly basis.
- h. Conducting penetration tests on Hyland Cloud Service at least annually.

XI. Communications Security

- a. Implementing security controls to protect information resources within the Hyland Cloud Service.
- b. When supported, upon implementation and once annually thereafter, Customer may request Hyland limit access to Customer's Hyland Cloud Service to a list of pre-defined IP addresses at no additional cost.

XII. Supplier Relationships. Maintaining a Vendor Management Program for its critical vendors. This program will ensure critical vendors are evaluated on an annual basis.

XIII. Security Incidents are managed in accordance with the terms set forth in the applicable Alfresco Specification. For purposes of this Alfresco Security Attachment and as used within the applicable Alfresco Specification, a "Security Incident" means a determination by Hyland of an actual disclosure of unencrypted Customer Data to an unauthorized person or entity that compromises the security, confidentiality, or integrity of the Customer Data.

XIV. Information Security Aspects of Business Continuity Management.

- a. Maintaining a business continuity and disaster recovery plan.
- b. Reviewing and testing this plan annually.

XV. Aggregated Data.

- a. Hyland owns all Customer and User registration and billing data collected and used by Hyland that is required for user set-up, use and billing for the Hyland Cloud Service ("Account Information") and all aggregated, anonymized and statistical data derived from the use and operation of the Hyland Cloud Service, including without limitation, the number of records in the Hyland Cloud Service, the number and types of transactions, configurations, and reports processed as part of the Hyland Cloud Service and the performance results of the Hyland Cloud Service (the "Aggregated Data").

b. Hyland may utilize the Account Information and Aggregated Data for purposes of operating Hyland's business. For clarity, Account Information and Aggregated Data does not include Customer Data.

XVI. Security Inquiries.

a. Monitoring its compliance with its information security program. This includes periodic internal reviews. Results are shared with Hyland leadership and deviations tracked through to remediation.

b. Maintaining a periodic external audit program. Completed attestations, such as available SOC 2 reports, are provided to Customer upon written request.

c. Customer may conduct audits of Hyland's operations that participate in the ongoing delivery and support of the Hyland Cloud Service 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, Hyland Cloud Service configurations, invoices, or application logs, and (b) Customer agrees to pay 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 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.