

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
- ☒ Software-as-a-Service Schedule, available at: <https://legal.hyland.com/Customer-Legal-Center#contracts-software-as-a-service-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 prepaids 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.