

HYLAND MASTER AGREEMENT

This Master Agreement is a binding agreement between [CUSTOMER'S NAME AND ADDRESS] ("Customer") and Hyland _____ ("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#paas-schedule>

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.

[CUSTOMER'S NAME]

Hyland

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 one (1) year 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 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; provided, that Hyland shall not be required to give any opportunity to cure any breach in the case of a Prohibited Act or breach of the U.S. Government End User restriction, all of which are considered for all purposes to be material provisions of this Agreement.

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. So long as Customer is not in default of any payment obligations under this Agreement, except as otherwise provided in this Agreement, Customer shall pay in full all Undisputed Amounts within thirty (30) days after the receipt of such invoice. “Undisputed Amounts” means all amounts on any invoice for which Customer has not provided written notice to Hyland, prior to the invoice due date, setting forth Customer's good faith objections to payment of such invoice amounts. With respect to any annual fees, Hyland may increase or decrease the fees invoiced if the value of the currency used, determined based on the currency's exchange rate to USD as tracked and published by the Wall Street Journal, has fluctuated by ten percent (10%) or more between the beginning of the prior annual period and the applicable invoice date.

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. Any amounts not timely disputed in accordance with the preceding sentence shall be deemed to be undisputed and shall be payable in accordance with the terms of this Agreement. If any Disputed Amount remains disputed in good faith after such 30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties' executive managers are unable to resolve the dispute within ten (10) calendar days of such meeting, either party thereafter may file litigation in a court of competent jurisdiction to seek resolution of the dispute. As used herein, "Disputed Amounts" means those amounts on any invoice for which the invoiced party has provided written notice to Hyland, prior to the invoice due date, setting forth such party's good faith objections to payment of such amounts.

2.5 Certain Remedies For Non-Payment or For Late Payment. At the election of Hyland, exercisable by written notice to Customer, any past due amounts (except properly Disputed Amounts in accordance with this Agreement) under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of: (a) any default by Customer in the payment of any Undisputed Amounts, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment; or (b) any failure of the parties to resolve a dispute relating to a Disputed Amount within sixty (60) days (or such other period mutually agreed by the parties in writing) following Hyland's receipt of the written notice timely disputing payment of such amounts, Hyland shall have the right to suspend or cease the provision of any services under this Agreement or any Services Proposal, including, if applicable, the delivery of any Upgrades and Enhancements to Customer, unless and until such default shall have been cured or such dispute has been resolved, as applicable.

2.6 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.

2.7 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 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, 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, or Work Products, except for the limited express rights granted in this Agreement. Customer acknowledges and agrees that, with respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software, Hyland Cloud Services, and Add-On Services, and Hyland's policies respecting Upgrades and Enhancements (including but not limited to its release process). THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. 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, 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; (c) except as expressly permitted with respect to Work Products, alter or modify the Software, Work Products, Hyland Cloud Services, Add-On Services, or Documentation; or (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Software, Work Products, Documentation, Hyland Cloud Services, or Add-On Services, or prepare derivative works therefrom.

5. DISCLAIMER OF WARRANTIES. 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, INFORMATION, MAINTENANCE AND 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 MAINTENANCE AND SUPPORT, HYLAND CLOUD SERVICE, ADD-ON SERVICES, PROFESSIONAL SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY 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 THE SELECTION OF THE SOFTWARE, WORK PRODUCTS, ADD-ON SERVICES, MAINTENANCE AND SUPPORT, HYLAND CLOUD SERVICE AND 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.

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.

HYLAND'S (INCLUDING ITS AFFILIATES AND SUPPLIERS) TOTAL, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED UNDER IT, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO HYLAND BY CUSTOMER (LESS ANY REFUNDS OR CREDITS) FOR THE USE OF THE PRODUCTS OR PROVISION OF THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED TO CUSTOMER FREE OF CHARGE (SUCH AS EVALUATION SOFTWARE OR SERVICES), NEITHER HYLAND NOR ANY OF ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR DIRECT DAMAGES.

THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL NOT APPLY: (1) TO THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY LAW, (2) PAYMENTS TO A THIRD PARTY ARISING FROM HYLAND'S INDEMNIFICATION OBLIGATION FOR INTELLECTUAL PROPERTY INFRINGEMENT; OR (3) TO ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S OR CONTRACTOR'S OR COMMUNITY CONNECT USER'S PROHIBITED ACTS.

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

8. 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 bodily injury each accident, USD \$1,000,000 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;

(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. GENERAL PROVISIONS.

9.1. 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.

9.2. 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 the State of Ohio (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Cuyahoga County, Ohio.

9.3. 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.

9.4. 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.

9.5. 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 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.

9.6. 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

9.7. 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, Hyland may assign this Agreement to any Hyland affiliate without the consent of the other party upon written notice to the other party. Any assignment made without compliance with the section shall be null and void and of no force or effect. The parties agree that Hyland may assign or subcontract all or part of its obligations contemplated by this Agreement to a Hyland affiliate.

9.8. 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.

9.9. 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.

9.10. 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.

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

9.12. 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.

9.13. Non-Solicitation; No-Hire. During the term of this Agreement and for one (1) year after the expiration or termination of this Agreement, neither party will:

(a) solicit for employment or for engagement as an independent contractor for the soliciting party or for any other third party a person who is or was an employee of the other party, or otherwise encourage or assist any such person to leave the employ of the other party for any reason, in each case at any time during such person's employment by the other party or within one (1) year after such person has ceased to be an employee of the other party; or

(b) hire or engage, directly or indirectly, as an employee or independent contractor a person: (i) with whom the hiring party had contact or who became known to the hiring party in connection with this Agreement; and (ii) who is or was an employee of the other party, in each case at any time during such person's employment by the other party or within one year (1) after such person has ceased to be an employee of the other party.

Each violation of this provision by a party entitles the other party to liquidated damages (not a penalty) in an amount equal to the greater of: (i) \$50,000.00, or (ii) 100% of the employee's annual earnings immediately prior to leaving the other party's service, and, in either case, all costs associated with the collection of such liquidated damages, including, but not limited to, reasonable attorneys' fees. A general advertisement or a request for employment that is initiated exclusively by an employee of the other party shall not be considered a solicitation pursuant to this Section. The parties agree that this provision survives the termination of this Agreement.

9.14. Marketing and Publicity.

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

are reimbursable in accordance with Hyland's expense reimbursement policies.

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

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

Except as specifically permitted herein, or as necessary to perform its obligations under this Agreement, neither party shall, without the prior written consent of the other party, use the names, services marks or trademarks of such other party nor the name of any employee of such other party, or reveal the existence of or terms of this Agreement, in any advertising or publicity release or promotional literature.

9.15. 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.

9.16. 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.

9.17. 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.

9.18. 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>.

9.19. 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. 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.

“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.

“Prohibited Act” or “Prohibited Acts” means any action taken by Customer that is: (i) in violation of the license provisions of any Schedule of this Agreement; (ii) contrary to the ownership provision of the General Terms; (iii) in violation of the Prohibited Conduct provisions of the General Terms; or (iv) in violation of any term of the Agreement that is identified to be a Prohibited Act.

“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 GRasS Services.