



**District Board of Trustees
Finance Committee Meeting
Indian River State College – Massey Campus
Ben L. Bryan Administration Building, Board Room A301
3209 Virginia Ave, Fort Pierce, FL 34981**

August 25, 2026

AGENDA

1. Call to Order – *Trustee George, Chair*
2. Request approval of proposed fee changes effective Spring 2027 – *James Howse & Dr. Patricia Gagliano*
3. Request approval of Hyland Software-As-A-Service Subscription (Cloud Service) Renewal Order Form No. EU-31117-HYL088873 for July 1, 2026 – June 30, 2027 – *Dr. Michael Hageloh*
4. Adjourn



Finance Committee Meeting Agenda Item #2
DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Proposed Fee Changes effective Spring 2027

REGULAR AGENDA OR COMMITTEE: Finance Committee

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Florida Statute 1009.23(12)(a) grants authority to Florida College System institutional boards of trustees to establish fees within a range allowed by state statute. These fees "shall not exceed the cost of services provided and shall only be charged to persons receiving the service."

The proposed fees listed below are a result of a thorough review of the costs of every laboratory and course and reflect the costs of consumables, as well as pass-through fees for testing and insurance. All laboratory and course fees are used to purchase items specifically related to that course's student learning outcomes and course objectives.

**Proposed fees were publicly noticed for 30 days.*

ALTERNATIVE(S): No increase in fees.

FISCAL IMPACT: The estimated economic impact on all affected persons cannot be determined.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: James Howse & Dr. Patricia Gagliano

DATE: 8/3/26

BOARD ACTION:

DATE: 8/25/26

PUBLIC NOTICE OF FEE CHANGES

The Indian River State College District Board of Trustees will hold its regularly scheduled monthly meeting on August 25, 2026, @ 1 p.m. In addition to the regular agenda, which may include, but is not limited to, business affairs, personnel matters, facilities items, and academic and student affairs, the District Board of Trustees will also consider changes to lab and testing fees.

Florida Statute 1009.23(12)(a) grants authority to Florida College System institutional boards of trustees to establish fees within a range allowed by state statute. These fees "shall not exceed the cost of services provided and shall only be charged to persons receiving the service."

The proposed fees listed below are a result of a thorough review of the costs of every laboratory and course and reflect the costs of consumables, as well as pass-through fees for testing and insurance. All laboratory and course fees are used to purchase items specifically related to that course's student learning outcomes and course objectives.

The following chart highlights proposed per-course fee changes by term:

Indian River State College Proposed Fee Changes – July 27, 2026

Effective term: Spring 2027

Laboratory Fee—per course charge		
Course	Current	Proposed
BCN 1250 Architectural Drafting Principles	\$30	\$0
CGS 1060 College Computing	\$20	\$0
EGN 1111 Engineering Graphics	\$30	\$0
ETD 1320 Introduction to AutoCAD	\$30	\$0
ETD 2340 AutoCAD Level 2	\$30	\$0
ETD 2365 CAD - Mechanical	\$30	\$0
ETD 2395 CAD-Architectural	\$30	\$0
ETD 2551 CAD Civil	\$30	\$0
EET 1180C Troubleshooting and Repair Techniques	\$20	\$0
ETS 2210 Introduction to Photonics	\$20	\$0
ETS 2215 Geometrical Optics	\$20	\$0
ETS 2542 Programmable Logic Controllers I	\$20	\$0
ETS 2544 Programmable Logic Controllers II	\$20	\$0
ETS 2550 SCADA Systems	\$20	\$0
ETS 2630 Manufacturing Processes	\$20	\$0

ETS 2676 Introduction to Robotics	\$20	\$0
FSS 1203C Quantity Food Production I	\$1,000	\$650
FSS 1240C Classical Cuisine	\$600	\$650
FSS 1246C Baking and Pastries I	\$575	\$650
FSS 2204C Quantity Food Production II	\$575	\$650
FSS 2206C Quantity Food Production III	\$575	\$650
FSS 2248C Pantry & Garde Manger	\$575	\$650
FSS 2284C Catering and Banquet Management	\$575	\$550
MEA 0200C Medical Assisting Clinical Procedures I	\$95	\$165
MEA 0201C Medical Assisting Clinical Procedures II	\$85	\$95
DEH 1802L Clinical Dental Hygiene II Lab	\$50	\$350
DEH 2804L Clinical Dental Hygiene III Lab	\$60	\$405
DEH 2806L Clinical Dental Hygiene IV Lab	\$75	\$385
DES 1100L Elements of Dental Materials Lab	\$125	\$365
DES 1800L Introduction to Clinical Procedures Lab	\$80	\$355
Insurance Fee-per course charge		
HCP 0122C Nursing Assistant – Classroom and Lab	\$0	\$13.39

Effective October 1, 2026	Current	Proposed
Associate Degree of Nursing and Practical Nursing Programs Application & Testing Fee to include the purchase and admission assessment exam.	\$60	\$110

The estimated economic impact on all affected persons cannot be determined. Copies of the proposed fees are posted on the College website at irsc.edu.

Indian River State College complies with the provisions of the Americans with Disabilities Act. Individuals with disabilities requiring special accommodations or assistance to join the District Board of Trustees' monthly meeting should call the President's Office at 772-462-4763 with such need at least (3) business days in advance.



Finance Committee Meeting Agenda Item #3
DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Hyland Software-As-A-Service Subscription (Cloud Service) Renewal for July 1, 2026 – June 30, 2027

REGULAR AGENDA OR COMMITTEE: Finance Committee

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Board approval is requested for the renewal of Hyland Software-As-A-Service Subscription Renewal Order Form No. EU-31117-HYL088873 for July 1, 2026 – June 30, 2027.

ALTERNATIVE(S): Not renew service

FOR CONTRACTS:

1. **TERM:** 1 year – July 1, 2026 – June 30, 2027
2. **FISCAL IMPACT:** \$136,434.97
3. **TERMINATION TERMS:** 30 days prior to the end of the then current term

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Michael Hageloh

DATE: 8/6/26

BOARD ACTION: Approved

DATE: 8/25/26



RENEWAL ORDER FORM

Hyland Reference Number: HYL088873

Parties	
Customer Name ("Customer")	Indian River State College
Hyland Entity Name ("Hyland")	Hyland Software, Inc.

Customer Information	
Billing Details	Shipping Details
Name: Indian River State College	Name: Indian River State College
Bill To Address	Ship To Address
3209 Virginia Ave Fort Pierce Florida 34981 United States	3209 Virginia Ave Fort Pierce Florida 34981 United States
Quote Details	Sales Representative
Created Date: August 5, 2026 Expiration Date: August 14, 2026 Quote Reference: Q-472994 Product Lines: OnBase	Name: Allison Polgar Email: allison.polgar@hyland.com Phone: +1.440.788.4971

All pricing is valid until the Expiration Date; after the Expiration Date, pricing is subject to change. Additionally, any changes to the scope of the products or services being renewed under this Order Form is subject to repricing. Hyland will provide an updated Order Form upon receiving change request.

SOFTWARE-AS-A-SERVICE SUBSCRIPTIONS (CLOUD SERVICE)

Product Code	Product Name	Service Class	Quantity
AKIPI1 SAAS	Encrypted Alpha Keywords	Platinum	1
DIIPW1_SAAS	Production Document Imaging (Kofax or Twain) (1)	Platinum	1
DIIPW2_SAAS	Production Document Imaging (Kofax or Twain) (2+)	Platinum	5
DPIPW1 SAAS	Document Import Processor	Platinum	1
EHIPI1 SAAS	Encrypted Diskgroups	Platinum	1
HES-CCLIPC1_SAAS	Concurrent Client (Includes Workflow)	Platinum	10
HES-CCLIPC1_SAAS	Concurrent Client (Includes Workflow)	Platinum	5
HES-CCLIPN4_SAAS	Named User Client (Includes Workflow) - Single User	Platinum	7
HYCLD-STRG-TB	Hyland Cloud Storage (TBs)	Platinum	3
OBIPW1 SAAS	Multi-User Server	Platinum	1
OBOLHOST-PLATINUM	Hosting Fee	Platinum	1
OBOLHOST-PLATINUM	Hosting Fee	Platinum	1
OBOLHOST-PLATINUM	Hosting Fee	Platinum	1
OUTIPI1_SAAS	Integration for Microsoft Outlook	Platinum	1
PTIPC1 SAAS	Virtual Print Driver	Platinum	1
UNIP1 SAAS	Unity Client Server	Platinum	1
WTIPW1 SAAS	Web Server	Platinum	1

EXTENDED SUPPORT FEES

Product Code	Product Name	Total
OBOL-EXSUP1	OnBase Online Extended Hosting Support Fee	USD 0.00

PAYMENT SUMMARY

Start Date – End Date	One-Time Payments	Subscription Payments
July 1, 2026 - June 30, 2027	USD 0.00	USD 136,434.97
TOTAL	USD 0.00	USD 136,434.97

**RENEWAL ORDER FORM TERMS
FOR RENEWAL ORDER FORM NO. EU-31117-HYL088873**

This Order Form is governed by the Master Agreement, Subscription Agreement, Hosting Agreement, or the similar agreement (the "Master Agreement") dated October 24, 2017, provided that the customer entity signing this Order Form is either the same entity that executed the Master Agreement or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the Master Agreement as if it were the original party thereto and will be considered the "Customer" under the Master Agreement, including this Order Form, for purposes of the products and services purchased under this Order Form.

The Master Agreement, including this Order Form, and any other related documents referenced in the Master Agreement constitute the entire agreement of the parties with respect to the products and services purchased under this Order Form. Any terms adding to or varying from the terms of the Master Agreement, as amended per this Order Form, whether contained in any purchase order or other written, electronic, or oral communication shall be null and void and have no effect unless they are captured in an amendment executed by both parties. The effective date of this Order Form will be the date this Order Form is executed by the last party to execute (the "Effective Date" of this Order Form).

Permission to Invoice

Customer acknowledges and agrees that, when this Order Form is signed by both parties, Hyland is permitted to invoice Customer for the matters described herein, and such invoices will be due and paid in accordance with the Master Agreement.

Currency/Taxes

All pricing in this Order Form is in USD and is exclusive of any applicable taxes and government charges. If applicable, Customer agrees to provide Hyland with valid tax exemption certificates in advance of the issuance of any invoice.

Term Length

Notwithstanding anything to the contrary, with respect to the products or services being renewed under this Order Form, the term of the renewal subscription for the products or services on this Order Form shall be the period that begins on the first Start Date and ends on the last End Date reflected in the Payment Summary, notwithstanding the Effective Date of this Order Form. Thereafter, the subscription shall automatically renew for additional periods of one (1) year unless either party provides notice to the other of non-renewal at least thirty (30) days prior to the end of the then-current term. The committed length of this renewal subscription and any subsequent renewal subscription is an essential term of such renewal subscription; accordingly, neither the renewal subscription purchased under this Order Form nor any subsequent renewal subscription period may be terminated for convenience, notwithstanding whether such right may exist in the underlying agreement or otherwise. Notwithstanding anything to the contrary in any agreement, the parties agree that Hyland may increase the fees for any renewal period, and will provide either a renewal quote or invoice with the updated fees prior to the end of the then-current term. For clarity, this pricing increase limit assumes a full renewal of all products or services at their current quantities and configurations. If Customer reduces, removes, or modifies the quantity or scope of any product or service, the agreed pricing uplift will not apply, and Hyland may reprice any or all products or services at then-current rates in its sole discretion.

Signature of Parties

This Order Form is only valid and binding when executed by both parties. Each party has executed this Order Form by its duly authorized representative.

Indian River State College

Hyland Software, Inc.

By:

By:

Name: (Print) Dr. Timothy Moore

Name: (Print)

Title: President

Title:

Date: August 25, 2026

Date:

Tax Information:

☒ (1) Exempt (Provide Tax Exemption Form)

☐ (2) Non-Exempt

Services Only ☐



Hyland Software, Inc.
28105 Clemens Road
Westlake, OH 44145
United States of America

INVOICE NUMBER

LE01-438552

BILL TO Indian River State College
3209 Virginia Ave
Fort Pierce, FL 34981
United States of America

SHIP TO Indian River State College
3209 Virginia Ave
Fort Pierce, FL 34981
United States of America

INVOICE DATE	08/18/2026
QUOTE NUMBER	Q-447882
PAYMENT TERMS	Net 30
DUE DATE	09/17/2026
BILL TO CUSTOMER NO.	31117
FEDERAL TAX ID	34-1699247

CUSTOMER NO.	Customer Name
31117	Indian River State College

Billing Period: 07/01/2026 - 06/30/2027

	Description	Quantity	Unit Price	Extended Price
1	Recurring Fees Product: OnBase	1.00	134,634.97	134,634.97
2	Hyland Cloud Storage (500 GB)	4.00	0.00	0.00

Electronic Remittance Information	
Mail Checks to: Hyland Software, Inc. PO Box 846261 Dallas, TX 75284-6261	Wire/ACH Payments: Bank Name: Bank of America SWIFT BOFAUS3N Account No: 8670616576 ACH 071000039 Routing No Wire 026009593 Routing No Account Hyland Software, Inc. Name:
Overnight Address: Bank of America Lockbox Services Lockbox 846261 1950 N. Stemmons Freeway Suite 5010 Dallas, TX 75207	

Subtotal	134,634.97 USD
Tax	0.00 USD
Total Invoice Amount	134,634.97 USD
Balance Due	134,634.97 USD

For billing inquiries, please email billing@hyland.com.
For payment inquiries, please email accountsreceivable@hyland.com.
To pay your invoices online, please visit our [invoice portal](#). If you do not have an account, please contact collections@hyland.com for assistance.
Please note that Hyland reserves the right to charge interest and/or suspend any or all services in the event that timely payment is not received.

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. These items are exported from the U.S.

Further, if you are located in a European Union Member State, United Kingdom, Norway or Switzerland, these items are also subject to Council Regulation (EC) No 428/2009 and/or equivalent laws relating to dual-use items. These items must not be transmitted outside of the European Union, 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 United Kingdom, or as otherwise authorized by law or regulations in the relevant Member State or applicable authorities in Norway, Switzerland or United Kingdom.



Hyland Software, Inc.
28105 Clemens Road
Westlake, OH 44145
United States of America

INVOICE NUMBER

LE01-438552

Products Included

Product Code	Description	Quantity
Recurring Fees		
EHIPI1	Encrypted Diskgroups	1.00
DIPW1	Document Import Processor	1.00
WTIPW1	Web Server	1.00
HES-CCLIPC1	Concurrent Client (Includes Workflow)	5.00
DIIPW2	Production Document Imaging (Kofax or Twain) (2+)	5.00
DIIPW1	Production Document Imaging (Kofax or Twain) (1)	1.00
OUTIPI1	Integration for Microsoft Outlook	1.00
PTIPC1	Virtual Print Driver	1.00
UNIP11	Unity Client Server	1.00
HES-CCLIPN4	Named User Client (Includes Workflow) - Single User	7.00
HES-CCLIPC1	Concurrent Client (Includes Workflow)	10.00
AKIPI1	Encrypted Alpha Keywords	1.00
OBIPW1	Multi-User Server	1.00

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Further, if you are located in a European Union Member State, United Kingdom, Norway or Switzerland, these items are also subject to Council Regulation (EC) No 428/2009 and/or equivalent laws relating to dual-use items. These items must not be transmitted outside of the European Union, 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 United Kingdom, or as otherwise authorized by law or regulations in the relevant Member State or applicable authorities in Norway, Switzerland or United Kingdom.

AMENDMENT TO HOSTING AGREEMENT

This AMENDMENT TO HOSTING AGREEMENT ("Amendment") is made and entered into effective as of the date that the last party to sign this Amendment has executed the same (as indicated by the date entered by such party with its signature below), by and between Hyland Software, Inc. ("Hyland") and Indian River State College and amends that certain Hosting Agreement between Hyland and Indian River State College dated October 31, 2017 (the "Hosting Agreement").

RECITALS

- A. The initial components of Customer's Hosted Solution, as licensed under the terms of the Hosting Agreement, included Brainware software;
- B. During the course of deploying the Brainware software as part of the Hosted Solution, certain challenges arose regarding the usage of such software in connection with Customer's processing of transcripts (the, "Deployment Challenges");
- C. Customer does not wish to terminate the license to such Brainware software; however, Customer requested a credit on the Subscription Fees and Hosting Fees payable under the Hosting Agreement in connection with the deployment challenges described in the preceding recital, (the, "Credit Request");
- D. In consideration for the release set forth herein, the parties agree to amend the terms of the Hosting Agreement to include the concessions described herein, in full satisfaction of the credit request described in the preceding recital.

1. **DEFINED TERMS:** Capitalized terms used in this Amendment and not defined herein are used herein with the same meanings given such terms under the Hosting Agreement. The term "Agreement" as used in the Hosting Agreement and in this Amendment hereafter shall mean the Hosting Agreement as amended by this Amendment.

2. **CERTAIN MODIFICATIONS TO HOSTING AGREEMENT:** The parties hereby agree to the following modifications to the Hosting Agreement in full satisfaction of the Credit Request, and hereby release one another from any and all existing and future claims associated with the Deployment Challenges:

A. Data Storage Allocation: From and after the Amendment Effective Date, Customer's data storage allocation for the Hosted Solution shall increase to two (2) terabytes (a current value of \$12,000.00) for no additional cost to Customer. If at any time during a month the amount of Customer Data stored in the Hosted Solution exceeds two terabytes, Hyland shall charge and Customer shall pay Consumption Fees in the amount of five hundred dollars (\$500.00) per month per additional 500 gigabytes (or portion thereof) deployed.

B. Waiver of Storage Overage Charges. Hyland shall waive the existing storage overage charges associated with Customer's use of the Hosted Solution, as of the Amendment Effective Date, this amounts to a waiver of \$2,500.00.

C. Training Offerings. Hyland will provide one (1) year of access to Hyland's Premium Subscription offering (a current value of \$2,974.00) at no cost to Customer. In addition, Hyland will provide two (2) passes to Hyland's 2020 TechQuest training conference (a current value of \$6,000.00) at no cost to Customer.

D. Single Sign On Module. Hyland will license the Single Sign On for SAML module to Customer, in accordance with, and for use pursuant to, the terms of the Hosting Agreement, and Hyland shall waive the Subscription Fees (a current value of \$2,800.00) associated with the same for the period from December 1, 2019 through June 30, 2020.

E. PDF Framework Module. Hyland will license the PDF Framework module to Customer, in accordance with, and for use pursuant to, the terms of the Hosting Agreement, and Hyland shall waive the Subscription Fees (a current value of \$3,000.00) associated with the same for the period from December 1, 2019 through June 30, 2020.

3. **NO OTHER CHANGES:** In all other respects the Hosting Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year set forth after their respective names below:

INDIAN RIVER STATE COLLEGE

By:

Print Name: Paul O'Brien

Title: Vice President of IT, CIO

Date: 12/11/2019

HYLAND SOFTWARE, INC.

DocuSigned by:
By: Nancy Person
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Print Name: Nancy Person

Title: SVP, Finance & Accounting

Date: December 12, 2019

Hyland Legal
Approved By: BB

Date: December 12, 2019

HYLAND SOFTWARE MASTER SOFTWARE LICENSE, SUPPORT AND SERVICES AGREEMENT

This Master Agreement consists of this document, the General Terms, and the following attached schedules (collectively the "Agreement"):

- ☒ Initial Purchase Table Schedule
- ☐ Software License Schedule – Perpetual
- ☒ Software License and Maintenance Schedule - Subscription
- ☐ Maintenance and Support Schedule
- ☐ Maintenance and Support Schedule (SIRE Software – Existing Customer)
- ☒ Professional Services Schedule
- ☒ Hosting Schedule (includes Hosting Acceptable Use Policy Attachment)
- ☐ Healthcare Schedule
- ☐ Microsoft BizTalk/Visual Studio
- ☐ Imaging Services Schedule
- ☐ Enterprise Terms Schedule
- ☐ Enterprise Insurance Terms Schedule
- ☐ Other: _____

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

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

INDIAN RIVER STATE COLLEGE**"CUSTOMER"**By: 

Print Name: Edwin R. Massey

Title: President

Date: October 30, 2017

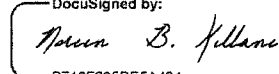
Tax Information:

____ (1) Exempt (Provide Tax Exemption Form)

____ (2) Non-Exempt.

HYLAND SOFTWARE, INC.**"HYLAND"**

DocuSigned by:

By: 

Print Name: Noreen B. Kilbane

Title: Chief Administrative Officer

Date: October 31, 2017

Hyland Legal

Approved By: 

Date: October 31, 2017

INITIAL PURCHASE TABLE SCHEDULE**PURCHASE TABLE**

INITIAL COMPONENTS OF HOSTED SOLUTION	
Initial Software licensed:	
OnBase® Information Management System, Brainware	Quantity
Encrypted Disk Groups	1
Encrypted Alpha Keywords	1
Multi-User Server	1
Production Document Imaging (Kofax or Twain) (1)	1
Production Document Imaging (Kofax or Twain) (2+)	5
Unity Client Server	1
Integration for Microsoft Outlook 2016	1
Virtual Print Driver	1
Concurrent Client (Includes Workflow)	10
Named User Client (Includes Workflow) – Single User	7
Application Enabler	1
Brainware	1
Document Import Processor	1
Initial Service Class Package: Platinum	
Initial data storage allocation: 500 GB	
Initial data center location: US - East	

INITIAL FEES FOR INITIAL COMPONENTS OF THE HOSTED SOLUTION:		
	Subscription Fees	Hosting Fees
Year 1 *(Pro-rated fees for the period of November 1, 2017 to June 30, 2018.)	\$59,488.00 /year	\$26,712.00 /year
Year 2	\$89,232.00 /year	\$40,068.00 /year
Year 3	\$89,232.00 /year	\$40,068.00 /year
Initial Hosted Solution setup and activation		Initial Set Up Fees
		\$10,775.00

PRICING FOR INITIAL PROFESSIONAL SERVICES:			
Service Proposal #:	BASIS FOR PRICING:	RESOURCE/SERVICE TYPE	PRICING
RFS #21181133	Time and Materials		Hourly Rate
		Advanced Capture Engineer	\$190.00
		Database Engineer	\$190.00
		Integration Engineer	\$190.00
		Project Manager	\$190.00
		Technical Consultant	\$190.00
		Business Consultant	\$190.00
		Conversion Consultant	\$225.00

GENERAL TERMS

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

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

1.1 Term. This Agreement shall have a term commencing on the Effective Date, and will continue until June 30, 2020, unless terminated in accordance with this termination provision. Each Schedule may have its own term as set forth in the Schedule. Termination of the Agreement in its entirety terminates all Schedules.

1.2 Termination.

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

1.2.2 *By Either Party.* Either party may terminate this Agreement in its entirety or any Schedule, effective immediately upon written notice to the other party, if the other party has committed a breach of a material provision of this Agreement or any Schedule and has failed to cure the breach within thirty (30) days after the receipt of written notice of the breach given by the non-breaching party; provided, that Hyland shall not be required to give Customer any opportunity to cure any breach in the case of a Prohibited Act or breach of the U.S. Government End User section of a Software License Schedule or Software License and Maintenance Schedule - Subscription, each of which are considered for all purposes to be material provisions of this Agreement.

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

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

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

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

2. PAYMENT TERMS.

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

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

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

2.4 Taxes and Governmental Charges. All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on Hyland's income). In the event Customer is required by law to withhold taxes, Customer agrees to furnish Hyland all required receipts and documentation substantiating such payment. If Hyland is required by law to remit any tax or governmental charge on behalf of or for the account of Customer, Customer agrees to reimburse Hyland within thirty (30) days after Hyland notifies Customer in writing of

such remittance. Customer agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of Customer, where such certificates are applicable.

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

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

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

2.8 Training. Hyland offers training courses to Customer and its employees as described on Hyland's training web portal (currently, <https://training.onbase.com>). Training fees for such courses shall be determined at Hyland's retail prices in effect at the time Customer registers for training. Hyland shall invoice Customer for applicable training fees upon Customer's registration for each training course and such invoice shall be due and payable in accordance with Section 2.3 above. In the event that Customer prepaids for training, then such prepaid training shall expire twelve (12) months from the date Hyland accepts Customer's purchase order for such training. Notwithstanding anything to the contrary, Hyland agrees that for a period of one (1) year from the Effective Date, Customer shall be entitled to two (2) CommunityLive passes, at no cost.

3. **CONFIDENTIAL INFORMATION.**

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

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

4. **OWNERSHIP AND PROHIBITED ACTS.**

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

Schedule – Perpetual or a Software License and Maintenance Schedule – Subscription. Customer acknowledges and agrees that, with respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software, and Hyland's policies respecting Upgrades and Enhancements (including but not limited to its release process). THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

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

5. DISCLAIMER OF WARRANTIES.

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

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

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

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

6. LIMITATIONS OF LIABILITY.

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

6.2 EXCEPT AS PROVIDED IN SECTION 6.3 BELOW, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, HYLAND AND ITS SUPPLIERS' MAXIMUM LIABILITY ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED: (A) WITH RESPECT TO ALL CLAIMS ARISING OUT OF A CUSTOMER DATA INCIDENT (AS DEFINED WITH RESPECT TO A HOSTING SCHEDULE), THREE (3) TIMES ALL FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO HYLAND AS DESCRIBED IN THIS AGREEMENT DURING THE YEAR IN WHICH SUCH CUSTOMER DATA INCIDENT OCCURRED; AND (B) WITH RESPECT TO CLAIMS BASED UPON ALL OTHER MATTERS, THE AMOUNT OF FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO HYLAND AS DESCRIBED IN THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF

THE EVENT GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY OF THE FOREGOING, IN NO EVENT SHALL MICROSOFT, AS A SUPPLIER TO HYLAND OF THIRD PARTY SOFTWARE BUNDLED WITH THE SOFTWARE LICENSED UNDER THIS AGREEMENT, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS (\$5.00).

6.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS OF SECTIONS 6.1 AND 6.2(B) ABOVE, AS APPLICABLE, SHALL NOT APPLY WITH RESPECT TO: (1) ANY CLAIMS, LOSSES OR DAMAGES OF THIRD PARTIES THAT ARE SUBJECT TO THE RESPONSIBLE PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (2) ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THE RESPONSIBLE PARTY'S BREACH OF SECTION 11 (CONFIDENTIAL INFORMATION) (OTHER THAN A BREACH WHICH CONSTITUTES A CUSTOMER DATA INCIDENT); OR (3) ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S, CONTRACTOR'S BREACH OF SECTION 4 OF THESE GENERAL TERMS AND CONDITIONS.

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

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

8. GENERAL PROVISIONS.

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

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

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

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

8.5 Notices. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered U.S. mail, (B) certified U.S. mail, return receipt requested, or (C) reputable, national overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

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

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

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

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

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

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

8.12 Marketing and Publicity.

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

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

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

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

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

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

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

9. DEFINED TERMS.

9.1 General Defined Terms

“Customer” means Indian River State College.

“Delivery” means:

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

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

“Documentation” means: (a) in the case of the Software, the “Help Files” included in the Software which relate to the functional, operational or performance characteristics of the Software; or (b) in the case of any Work Product, the Specifications (if any) for the Work Product.

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

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

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

“Hyland” means Hyland Software, Inc., and its affiliates; for the avoidance of doubt, for purposes of this Agreement, Lexmark Enterprise Software, LLC (“Lexmark”) is an affiliate of Hyland Software, Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.2 Additional Defined Terms – Software License and Maintenance Schedule - Subscription.

“Subscription Fees” means periodic fees for the licensing of Software and for Maintenance and Support for Supported Software and payable by Customer to Hyland.

9.3 Additional Defined Terms - Hosting Schedule.

“Consumption Fees” means the amounts payable by Customer for storage of data and information in the Hosted Solution in excess of the data storage limitation for the Hosted Solution.

“Customer Data” means any and all data and information of Customer stored within the Hosted Solution, which is located within Hyland’s datacenters.

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

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

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

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

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

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

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

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

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

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

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

“Service Class Manual” means the latest version of the manual describing the Service Classes, as posted by Hyland from time to time on a website designated by Hyland.

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

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

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

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

SOFTWARE LICENSE AND MAINTENANCE SCHEDULE- SUBSCRIPTION
(Subscription License for Software, includes Maintenance and Support)

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

I. SOFTWARE AND WORK PRODUCTS LICENSE.

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

- (a) by Customer internally, and only for storing, processing and accessing Customer's own data; and
- (b) subject to Section 1.8 below, by a third party contractor retained by Customer as a provider of services to Customer ("Contractor"), but only by the Contractor for capturing, storing, processing and accessing Customer's own data in fulfillment of the Contractor's contractual obligations as a service provider to Customer.

The Software, Work Products and associated Documentation are licensed for use by a single organization and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer shall not make any use of the Software or associated Documentation in any manner not expressly permitted by this Agreement.

1.2 Modification of Work Products:

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

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

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

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

modules and data stored in the Software database. Customer further agrees that the Software and Work Products shall not be copied and installed on additional servers unless Customer has purchased a license therefore, and the number of users of the Software shall not exceed the number of users permitted by the Software Client licenses purchased by Customer.

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

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

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

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

(a) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs");

(b) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or

(c) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community), either through Contractor's use of Customer's own log-in credentials or through credentials received directly or indirectly by Contractor;

then, Customer must cause such Contractor to execute a use agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). Customer understands and agrees that: (x) Customer may not allow a Contractor to do any of the foregoing if such Contractor has not signed a Contractor Use Agreement, and (y) Contractors may use the Software only in compliance with the terms of this Agreement, and (z) Customer is responsible for such compliance by all Contractors that do not execute a Contractor Use Agreement. Customer agrees that it shall indemnify Hyland from and against all claims, liabilities, losses, damages and costs, including, but not limited to, reasonable attorneys' fees and court costs, which are suffered or incurred by Hyland and arise from or in connection with the breach or noncompliance with the terms of this Agreement by any Contractor that does not sign a Contractor Use Agreement.

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

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

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

2. **SUBSCRIPTION FEES.** Customer shall pay Subscription Fees to Hyland for the Software licensed hereunder in such amounts as are invoiced by Hyland; provided, that during the Initial Term of this Schedule (as defined in Section 7 of this Schedule), Customer shall pay Subscription Fees to Hyland for the initial Software licensed hereunder in accordance with the Initial Purchase Table Schedule. Hyland will invoice Customer on or after the Effective Date for Subscription Fees for the first year of the Initial Term. Such invoice shall be due and payable by Customer to Hyland in accordance with the General Terms. For any subsequent years, Hyland will invoice Customer for Subscription Fees at least sixty (60) days prior to the beginning of such year, and such invoices shall be due and payable by Customer to Hyland on or before the beginning of such year. In the event Customer licenses additional Software modules under this Agreement, Hyland will invoice Customer for Subscription Fees for such additional Software modules on a pro rata basis upon Hyland's acceptance of the purchase order for such additional Software modules. Such invoice shall be due and payable by Customer to Hyland in accordance with the General Terms. Thereafter, Subscription Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.

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

4. **MAINTENANCE AND SUPPORT FOR SUPPORTED SOFTWARE AND RETIRED SOFTWARE.**

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

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

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

(c) Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services.

(1) Customer Reporting Requirements. In requesting Maintenance and Support services, Customer will report through Hyland's secure end user website (currently www.hyland.com/community), except that Customer may call 440-788-5600 for Level 1 and Level 2 Severity Levels. In the case of reporting an Error, Customer will provide Hyland with as much information and access to systems as reasonably possible to enable Hyland to investigate and attempt to identify and verify the Error. Customer will work with Hyland support personnel during the problem

isolation process, as reasonably needed. Customer will notify Hyland of any configuration changes, such as network installation/expansion, Software upgrades, relocations, etc.

(2) Hyland Response Procedures. Hyland shall respond to all Technical Support Services requests and Error Correction Services requests in accordance with the Maintenance and Support Prioritization Attachment. With respect to Errors: (a) Hyland will respond based on the confirmed severity level of an Error; (b) Hyland may reclassify Errors as it learns information about such Errors during the resolution process; and (c) Hyland's obligation for a reported Error concludes upon delivery of a Resolution in accordance with the Maintenance and Support Prioritization Attachment.

(d) Upgrades and Enhancements. Hyland will provide, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site (currently www.hyland.com/community), all Upgrades and Enhancements, if and when released during the term of this Section 4. Upgrades and Enhancements are not available for Retired Software.

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

4.2 EXCLUSIONS.

(a) Generally. Hyland is not responsible for providing, or obligated to provide, Maintenance and Support under this Agreement: (1) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any error or defect in any configuration of the Software, which activities in any such case were undertaken by any party other than Hyland; (2) in connection with any Error if Hyland has previously provided corrections for such Error which Customer fails to implement; (3) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Hyland), hardware or any system or networking utilized by Customer; (4) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Maintenance and Support to Customer with respect to the Software. Maintenance and Support does not include any services that Hyland may provide in connection with assisting or completing an upgrade of Supported Software with any available Upgrade and Enhancement.

(b) Work Products. Maintenance and Support is not provided for any Work Products; however, if Customer desires Maintenance and Support regarding the operation or use of such Work Products, Customer may request such Maintenance and Support and the parties may agree to enter into a Services Proposal for such Maintenance and Support in accordance with the terms of the Professional Services Schedule.

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

4.3 CERTAIN OTHER RESPONSIBILITIES OF CUSTOMER.

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

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

4.4 PROFESSIONAL SERVICES FOR PROJECTS NOT COVERED BY TECHNICAL SUPPORT SERVICES OR ERROR CORRECTION SERVICES. If Customer requests Professional Services which are outside the scope of Technical Support Services or Error Correction Services, Customer agrees that such services shall not be covered by this Section 4 and such services only shall be engaged pursuant to a Services Proposal under an applicable Professional Services Schedule.

5. LIMITED WARRANTY FOR SUPPORTED SOFTWARE

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

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

5.3 Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranties under Sections 5.1 and 5.2 shall be as follows: provided that, within the applicable 60-day period, Customer notifies Hyland in writing of the non-conformity, Hyland will either (a) repair or replace the non-conforming Supported Software module or Work Product, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (b) if Hyland determines that repair or replacement of the Supported Software module or Work Product is not commercially practicable, then terminate this Agreement with respect to the non-conforming Supported Software module or with respect to the non-conforming Work Product, in which event, upon compliance by Customer with its obligations under Section 7.2 of this Schedule, Hyland will refund any portion of the Subscription Fees paid prior to the time of such termination with respect to such Supported Software or the services fees paid prior to the time of such termination with respect to the creation and implementation of such Work Product.

6. INFRINGEMENT INDEMNIFICATION.

6.1 Generally. Hyland agrees to indemnify Customer against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Customer based upon any infringement or misappropriation by the Software or Work Products of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (a) is notified immediately after Customer receives notice of such claim; (b) is solely in charge of the defense of and any settlement negotiations with respect to such claim; (c) receives Customer's reasonable cooperation in the defense or settlement of such claim; and (d) has the right, upon either the occurrence of or the likelihood (in the opinion of Hyland) of the occurrence of a finding of infringement or misappropriation, either to procure for Customer the right to continue use of the Software or Work Products, or to replace the relevant portions of the Software or Work Products with other equivalent, non-infringing portions.

6.2 Removal and Refund. If Hyland is unable to accomplish either of the options set forth in Section 6.1(d), Hyland shall remove the infringing portion of the Software and/or Work Products and refund to Customer either:

(a) the "unused portion of prepaid Subscription Fees" (as defined below) paid by Customer, with respect to the infringing portion of the Software. For these purposes, the "unused portion of the prepaid Subscription Fees" shall mean an amount equal to the total Subscription Fees paid by Customer for the infringing portion of the Software for the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, and the denominator of which shall be twelve (12); and/or

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

6.3 Exclusions. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer and otherwise described in Section 6.1 that arise from: (a) use of the Software or Work Products by Customer other than as expressly permitted by this Agreement; (b) the combination of the Software or Work Products with any product not furnished by Hyland to Customer; (c) the modification or addition to of the Software or Work Products other than by Hyland or any of its authorized solution providers specifically retained by Hyland to provide such modification or addition; or (d) the Customer's business methods or processes.

6.4 THIS SECTION 6 STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE SOFTWARE OR WORK PRODUCTS.

7. **TERM; TERMINATION.**

7.1 TERM. Subject to the early termination provisions below, the initial term of this Schedule will be the three (3) year period that commences on the Effective Date (the "Initial Term"); and such term will automatically renew thereafter for successive terms of one (1) year each, unless and until either party provides at least thirty (30) days advance written notice of non-renewal, in which case this Schedule shall terminate at the end of the then current term. Either party may terminate this Schedule pursuant to Section 1.2.2 of the General Terms; Section 1.2.1 of the General Terms shall not apply to this Schedule.

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

MAINTENANCE AND SUPPORT PRIORITIZATION ATTACHMENT

Severity Level	Description	Hyland Response
Level 1	“Level 1” means any Error that causes total or substantial Software failure, which means that the Software is down and Customer is unable to access the Software in any way within their production environment.	Upon receiving notification from Customer, Hyland’s support Team Leader will immediately notify a support Manager. Within thirty (30) minutes, the Manager will notify a member of Senior Management or a Vice President. If there is no Resolution within two (2) hours of the Customer’s notice, Hyland will place the Customer on the High Visibility Ticker (HVT). If there is no Resolution within four (4) hours of the Customer’s notice or by the end of business of that day, Hyland will designate the Error as Code Blue. Designation as Code Blue means a resolution team is immediately formed for the Level 1 Error and the resolution team provides continuous updates on all issues of change or status to all C-Level Executives and Vice Presidents of Hyland, and all of Hyland employees are made aware that the Customer is on Code Blue. To provide a Resolution, Hyland will match the Customer’s effort, up to and including 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution.
Level 2	“Level 2” means an Error that causes substantial Software failure which prevents a portion of Customer’s users from accessing the Software in any way within the production environment.	Upon receiving notification from Customer, Hyland’s support Team Leader will notify a support Manager within sixty (60) minutes. Within two (2) hours, the Manager will notify a member of Senior Management or Vice President. If there is no Resolution by the end of business on that day, Hyland will place the Customer on Hyland’s High Visibility Ticker. If there is no Resolution within twenty-four (24) hours of Customer’s notice, Hyland will designate the Error as Code Blue. To provide a Resolution, Hyland will match Customer’s efforts up to 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution.
Level 3	“Level 3” means that the Software is usable except that an Error causes an ongoing, system-wide, severe performance degradation.	To provide a Resolution, Hyland will match Customer’s efforts up to 5 days/week, 16 hours/day, through holidays and weekends until there is a Resolution.
Level 4	“Level 4” means that the Software is usable except that an Error prevents a specific feature or functionality from working.	To provide a Resolution, Hyland will use commercially reasonable efforts during regular support hours.
Level 5	“Level 5” means that the Software is usable except that an Error causes a trivial inconvenience and the task can be completed in another way	Standard Maintenance and Support.
Level 6	“Level 6” means Technical Support Services.	Standard Maintenance and Support.

PROFESSIONAL SERVICES SCHEDULE

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

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

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

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

4. **CUSTOMER'S OBLIGATIONS.**

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

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

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

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

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

with the terms of the General Terms. Any estimates of fees or Working Hours required to complete the project are approximations of the anticipated amount of fees and time needed to complete the project. The actual number of Working Hours may vary.

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

7. **LIMITED WARRANTY FOR SERVICES.**

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

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

8. **TERMINATION.**

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

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

HOSTING SCHEDULE

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

1. HOSTING SERVICES

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

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

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

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

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

(b) Upon written request by Customer to Hyland sent to hylandcontracts@hyland.com made within thirty (30) days after the effective date of any such termination or expiration for the deletion of Customer Data ("Notice of Deletion of Customer Data"), Hyland will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data from all of Hyland's datacenters, including all backup copies.

(c) If Customer does not provide the Notice of Return of Customer Data or the Notice of Deletion of Customer Data in accordance with paragraph (a) or (b) above, Customer acknowledges and agrees that thirty (30) days after any termination or expiration of this Agreement, Hyland will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data from all of Hyland's datacenters, including all backup copies.

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

Schedule by providing written notice to Hyland within thirty (30) days of the date of Hyland's notice to Customer regarding the change of location. Such termination shall be effective thirty (30) days after such written notice.

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

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

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

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

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

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

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

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

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

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

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

3. **LICENSE OF THIRD PARTY SOFTWARE.**

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

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

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

4. PRICES, INVOICING AND PAYMENT.

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

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

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

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

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

6. CERTAIN RESPONSIBILITIES AND OBLIGATIONS OF CUSTOMER.

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

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

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

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

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

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

7. TERM AND TERMINATION; CERTAIN EFFECTS OF TERMINATION.

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

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

8. COMPLIANCE WITH LAWS AND INDEMNIFICATION.

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

8.2 Indemnification. This Section 8.2 supersedes any indemnification provision provided in a Software License Schedule or Software License and Maintenance Schedule - Subscription. Hyland agrees to indemnify Customer against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Customer based upon any infringement or misappropriation by the Hosted Solution of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (a) is notified promptly after Customer receives notice of such claim; (b) is solely in charge of the defense of and any settlement negotiations with respect to such claim, provided, that Hyland will not settle any such claim without the prior written consent of Customer if such settlement contains a stipulation to or admission or acknowledgement of any liability or wrongdoing on the part of or otherwise requires payment by Customer; (c) receives Customer's reasonable cooperation in the defense or settlement of such claim; and (d) has the right, upon either the occurrence of or the likelihood (in the opinion of Hyland) of the occurrence of a finding of infringement or misappropriation, either to procure for Customer the right to continue use of the Hosted Solution, or to replace the relevant portions of the Hosted Solution with other equivalent, non-infringing portions. If Hyland is unable to accomplish either of the options set forth in the preceding sentence, Hyland shall terminate this Agreement upon thirty (30) days advance written notice to Customer and refund to Customer any Hosting Fees and Subscriptions Fees paid during the preceding twelve (12) months. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer to the extent that such claims arise from: (w) any Customer Data; (x) use of the Hosted

Solution other than as expressly permitted by this Agreement; (y) the combination of the Hosted Solution or any component thereof with any product not furnished by Hyland; or (z) the modification or addition of any component of the Hosted Solution, other than by Hyland or any of its authorized resellers specifically retained by Hyland to provide such modification or addition. THIS SECTION 9.2 STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BY THE HOSTED SOLUTION OR ANY COMPONENT THEREOF.

9. CUSTOMER LIMITED WARRANTY.

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

ATTACHMENT A
TO
HOSTING SCHEDULE

ACCEPTABLE USE POLICY FOR HOSTING

1. INTRODUCTION.

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

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

2. USER OBLIGATIONS.

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

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

(a) Infringing or misappropriating intellectual property rights, including copyrights, trademarks, service marks, software, patents and trade secrets;

(b) Engaging in the promotion, sale, production, fulfillment or delivery of illegal drugs, illegal gambling, obscene materials or other products and services prohibited by law. Similarly, soliciting illegal activities is prohibited even if such activities are not actually performed;

(c) Displaying, transmitting, storing or making available child pornography materials;

(d) Transmitting, distributing or storing any material that is unlawful, including encryption software in violation of U.S. export control laws, or that presents a material risk of civil liability to Hyland;

(e) Displaying, transmitting, storing or publishing information that constitutes libel, slander, defamation, harassment, obscenity, or otherwise violates the privacy or personal rights of any person;

(f) Displaying or transmitting obscene, threatening, abusive or harassing messages; or

(g) Promoting, offering or implementing fraudulent financial schemes including pyramids, illegitimate funds transfers and charges to credit cards.

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

(a) Interfering with, gaining unauthorized access to or otherwise violating the security of Hyland's or another party's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing, including, but not limited to, use in the development, distribution or execution of Internet viruses, worms, denial of service attacks, network flooding or other malicious activities intended to disrupt computer services or destroy data;

(b) Interfering with Hyland's network or the use and enjoyment of Hosted Solutions received by other authorized Users;

(c) Promoting or distributing software, services or address lists that have the purpose of facilitating spam;

(d) Providing false or misleading information in message headers or other content, using non-existent domain names or deceptive addressing, or hiding or obscuring information identifying a message's point of origin or transmission path;

(e) Violating personal privacy rights, except as permitted by law;

- (f) Sending and collecting responses to spam, unsolicited electronic messages or chain mail; and
- (g) Engaging in any activities that Hyland believes, in its sole discretion, might be harmful to Hyland's operations, public image or reputation.

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

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

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

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

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

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

AMENDMENT TO MASTER SOFTWARE LICENSE, SERVICES AND SUPPORT AGREEMENT

This AMENDMENT TO MASTER SOFTWARE, LICENSE, SERVICES AND SUPPORT AGREEMENT ("Amendment") is made and entered into effective as of the date that the last party to sign this Amendment has executed the same (as indicated by the date entered by such party with its signature below) ("Amendment Effective Date"), by and between Hyland Software, Inc. ("Hyland") and Indian River State College ("Customer").

RECITALS

WHEREAS, Hyland and Customer entered into a Master Software License, Support and Services Agreement dated on or about October 31, 2017, as amended (the "Master Agreement"), which set forth, among other things, the term of the Agreement and Subscription Fees and Hosting Fees due from Customer to Hyland for the Software licensed by Customer; and

WHEREAS, the parties desire to extend the term of the Master Agreement for an additional three (3) years through June 30, 2023 and set forth the Software licensed by Customer and the Subscription Fees and Hosting Fees due from Customer to Hyland for such extended term; and

WHEREAS, the parties desire to enter into this Amendment in order to set forth their mutual understanding concerning the terms and conditions with respect to the extension of the term,

NOW, THEREFORE, the parties mutually agree as follows:

1. **DEFINED TERMS:** Capitalized terms used in this Amendment and not defined herein are used herein with the same meanings given such terms under the Master Agreement. The term "Agreement" as used in the Master Agreement and in this Amendment hereafter shall mean the Master Agreement as amended by this Amendment.
2. **PERMISSION TO ISSUE INVOICE:** Customer acknowledges and agrees that, when this Amendment is signed by both parties, Hyland is permitted to invoice Customer for the matters described herein and as more particularly set forth in this Amendment.
3. **EXTENSION OF TERM OF MASTER AGREEMENT:** Notwithstanding anything to the contrary in the Agreement, the parties agree that the Hosted Solution term shall be extended for three (3) years through June 30, 2023 (the "Renewal Term"), and thereafter will automatically renew for successive renewal terms of one (1) year each, unless and until either party provides at least thirty (30) days advance written notice of non-renewal, in which case the Agreement shall terminate at the end of the then current term.
4. **SUBSCRIPTION FEES AND HOSTING FEES FOR SOFTWARE LICENSED BY CUSTOMER DURING RENEWAL TERM:** The parties agree that the Subscription Fees and Hosting Fees for the Renewal Term are as follows:

FEES FOR THE HOSTED SOLUTION FOR RENEWAL TERM:		
	Subscription Fees	Hosting Fees
Year 1 (July 1, 2020 through June 30, 2021)	\$65,177.44/year	\$35,177.44/year
Year 2 (July 1, 2021 through June 30, 2022)	\$67,132.76/year	\$36,232.76/year
Year 3 (July 1, 2022 through June 30, 2023)	\$69,146.74/year	\$37,319.74/year

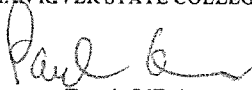
5. **NO OTHER CHANGES:** In all other respects the Master Agreement remains in full force and effect.

DocuSign Envelope ID: 42CA2359-E1B3-4874-935F-5F4870414103

Contract #: EU-31117-21818951

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year set forth after their respective names below:

INDIAN RIVER STATE COLLEGE

By: 
Print Name: Paul O'Brien

Title: VP / CIO Institutional Tech.

Date: September 21, 2020

HYLAND SOFTWARE, INC.

DocuSigned by:
By: 
Print Name: 7FE85A62E9AE43C...
Nancy Person

Title: EVP, Chief Financial Officer

Date: September 24, 2020 | 15:13:42 EDT

Hyland Legal

Approved By: 
Date:

September 24, 2020 | 14:31:36 EDT

DocuSign Envelope ID: 42CA2359-E1B3-4874-935F-5F4870414103

Contract #: EU-31117-21818951

EXHIBIT A
Software Licensed by Customer

Description	Quantity
Encrypted Alpha Keywords	1
Production Document Imaging (Kofax or Twain) (1)	1
Production Document Imaging (Kofax or Twain) (2+)	5
Document Import Processor	1
Encrypted Diskgroups	1
Concurrent Client (Includes Workflow)	15
Named User Client (Includes Workflow) - Single User	7
Multi-User Server	1
Integration for Microsoft Outlook	1
Virtual Print Driver	1
Single Sign-On for SAML	1
Unity Client Server	1
Web Server	1