



ALFRESCO CLOUD MASTER SERVICES AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING AND/OR USING ALFRESCO CLOUD SERVICES OR RELATED SERVICES FROM HYLAND BY USING ALFRESCO CLOUD SERVICES OR RELATED SERVICES, CUSTOMER ACCEPTS THIS AGREEMENT AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CUSTOMER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT USE ALFRESCO CLOUD SERVICES OR RELATED SERVICES.

This Alfresco Cloud Master Services Agreement (the "Agreement") is between Hyland UK Operations Limited, a United Kingdom limited company, or, if applicable, one of its affiliates identified on an Order Form or other purchase document ("Hyland"), and the individual or entity that accepts the terms of this Agreement through countersignature on an Order Form or other purchase document ("Customer"). The effective date of this Agreement ("Effective Date") is the earlier of the date that Customer formally accepts this Agreement or first uses Alfresco's Software or Support.

1. SCOPE OF AGREEMENT AND DEFINITIONS

This Agreement sets forth the terms under which Hyland will provide its Alfresco Cloud Service offering to Customer, and any related support, training and/or professional Services. Capitalized terms in this Agreement are defined in Appendix A. The pricing and itemized details of Customer's purchase from Hyland are set forth in the applicable Order Form.

1.1 Access to Alfresco Cloud Service. During the Subscription Period, subject to the payment of all applicable Subscription fees, Hyland will provide Customer access to the Alfresco Cloud Service(s) designated in the applicable Order Form, as further described in the Alfresco Cloud Services Specification. Use of the Alfresco Cloud Services is authorized solely for Customer's own internal use and limited to the number of Named Users designated in the Order Form, as applicable. Customer's access to the Alfresco Cloud Service will be provided on a remote and single-tenant basis.

1.2 Support and Setup Services. During the Subscription Period, Hyland will also provide: (a) Support Services described, as in Appendix B, and (b) Standard Setup Services, as described in Alfresco Cloud Services Specification.

1.3 Other Professional Services. Customer also may engage Hyland to provide Additional Professional Services under this Agreement, the details of which shall be set forth in a separate statement of work agreed upon and signed by the parties which will be governed by the terms of this Agreement.

1.4 Performance Standards. Hyland will provide the Services in accordance with the terms of this Agreement and the Alfresco Cloud Services Specification. Hyland will also use commercially reasonable efforts to meet the availability and related performance standards set forth in the Alfresco Cloud Services Specification. All such standards assume use of the Alfresco Cloud Services Specification in accordance with the terms of this Agreement.

1.5 Changes to Services. Customer acknowledges that the Services are made available on a platform-as-a-service basis on the standard, general deployment model offered by Hyland. Hyland reserves the right to modify the Services and their delivery as necessary. Hyland will use commercially reasonable efforts to notify Customer in advance of any material changes that would impact use or operation of the Services. However, Hyland agrees it will not change the scope of the Services during the applicable

Subscription Period in such a way as to materially reduce the functionality or performance of the applicable Service.

1.6 Third Party Components or Programs. The Services may allow Customer to purchase and/or deploy certain functionalities that are provided and licensed from third parties. In the event Customer elects to utilize or deploy any such third party components, such components are provided and subject to the licensing and use terms provided by the applicable third party licensor, and Customer must procure all necessary license rights for Customer and Hyland to use and operate such components prior to their deployment. Hyland is only providing hosting services related to such third-party components and disclaims any other responsibility or liability for such third-party components. Hyland reserves the right to refuse to implement any incompatible third-party components or third-party components which create a material information security or operational risk. Hyland is not responsible for any delays or inability to perform Services to the extent caused by any third-party components.

1.7 Development License. Subject to Customer's compliance with this Addendum and the Agreement, during the subscription period for the applicable Alfresco Cloud Service, Hyland grants to Customer and its authorized users: (a) a non-exclusive, non-transferable, non-sublicensable license to use a non-production, development only copy of the Development Software (in object code format only); and (b) if applicable, the rights in the third party open-source software provided with the Development Software, which rights are set forth in the applicable third-party licenses. Use of the Development Software is limited to internal, non-production, development-only use directly related to use of the applicable Alfresco Cloud Service (e.g. preparing Customer context to be uploaded into the applicable Alfresco Cloud Service and similar such internal use). Customer may make a reasonable number of copies of the Development Software and install the Development Software on its own networks and systems. However, use of the Development Software is limited by the user and other use metrics applicable to the Alfresco Cloud Service that are defined in the Agreement. Customer agrees it will promptly cease all use of the Development Software and uninstall and destroy all copies of the Development Software and associated documentation upon termination of Customer's subscription for the associated Alfresco Cloud Service. In addition to all other restrictions on use of the Alfresco Cloud Services in the Agreement, Customer agrees it will not, directly or indirectly: (i) except as expressly authorized under

the Agreement, sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to the Development Software or any modified version or derivative work of the Development Software; (ii) remove or alter any copyright, trademark or proprietary notice in the Development Software; (iii) transfer, use or export the Development Software in violation of any laws or regulations of any government; (iv) combine, call, link to, or otherwise use the Development Software or associated Alfresco Cloud Services in conjunction with any open source or other free or evaluation versions of any Alfresco software products (i.e. "community versions"); (v) reverse engineer, decompile or modify any encrypted or encoded portion of the Development Software; or (vi) use the Development Software in any production or production-capable capacity.

1.8 Purchases from Alfresco Business Partners. Customer may purchase Alfresco Cloud Services through an authorized Business Partner by executing an approved Order Form with that Business Partner. In that event, in lieu of Section 4 below, Customer will pay for the Alfresco Cloud Services through Business Partner and not Hyland. Customer and Business Partner may agree to payment terms in their purchase agreement, but Hyland reserves all suspension and termination rights in Section 4 if Customer and/or Business Partner fail to timely pay for any Alfresco Cloud Services as required in Hyland's agreement with Business Partner for the applicable Alfresco Cloud Services. If Customer purchases the Alfresco Cloud Service and/or other Hyland offerings through a Business Partner, Hyland confirms that it is responsible for providing the Alfresco Cloud Service, as well as any other Additional Professional Services that it has contracted to provide directly to Customer, under the terms of this Agreement. Hyland is not otherwise responsible for (a) the actions of Business Partners, (b) any additional obligations Business Partners have to Customer, or (c) any non-Alfresco products or services that Business Partners supply to Customer. Customer agrees that Hyland may share information disclosed to it by Customer with Business Partners as reasonably necessary to allow for performance under this Agreement and engagement with Customer as it relates to Alfresco's products and services. Hyland is not responsible or liable for any misrepresentations made by Business Partners in any agreements or documentation shared with Customer not provided by Hyland or otherwise agreed to by Hyland in writing.

2. CUSTOMER RESPONSIBILITIES

2.1 Access to Services. Customer is responsible for obtaining all internet connections and workstations necessary to access and use the Services and ensuring such technology is up to date and compatible with the Services.

2.2 Assistance. Customer will provide all reasonably necessary access, Customer contacts, and other information and cooperation as necessary for Hyland to effectively provide the Services.

2.3 User Credentials. Use of the Services is limited to Named Users. Customer agrees to ensure that all of its users access and use the Services solely through designated Named User credentials. Customer will ensure individuals are each given a unique Named User identifier. Sharing of credentials or otherwise attempting to use the Services on any type of concurrent, generic, system or shared user model is prohibited.

2.4 Additional Customer Responsibilities and Restrictions. Customer shall be solely responsible for its compliance with this Agreement and the user requirements defined in the Alfresco Cloud Services Specification, and that of its Named Users and/or others to whom it grants access under this

Agreement. Customer shall use the Alfresco Cloud Service solely for its internal business purposes, in compliance with applicable law, and shall not: (i) resell, license, sublicense, lease, time share or otherwise make the Alfresco Cloud Service available to any third party other than its Named Users; (ii) use the Alfresco Cloud Service to send or store infringing or unlawful material; (iii) upload to or use the Alfresco Cloud Service to send or store Malicious Code; (iv) modify, copy, or create derivative works based on the Alfresco Cloud Service; (v) interfere with or disrupt the integrity or performance of the Alfresco Cloud Service or otherwise bypass or circumvent, damage or otherwise modify the Alfresco Cloud Services and/or their performance and security; (vi) use the Alfresco Cloud Services for any purposes (or storing any content or materials within any Alfresco Cloud Services) that are illegal, harassing, infringing or otherwise malicious or attacking; or (vii) use any Services for Community Versions that Customer may be using or operating. Hyland reserves the right to immediately suspend access to the Alfresco Cloud Services if Hyland reasonably believes any use by Customer is in violation of these restrictions. Company will indemnify, defend and hold harmless Hyland and its affiliates from and against any claims, actions or damages resulting from Customer's breach of this paragraph.

2.5 Reporting. Customer agrees to reasonably monitor its users' use of the Services and to keep reasonable records regarding such efforts to ensure compliance with the terms of this Agreement. Customer agrees to promptly notify Hyland if becomes aware of a breach of any of the use restrictions in this Section 2.

3. PROPRIETARY RIGHTS.

3.1 Ownership of Alfresco Cloud Service. Hyland and/or its licensors shall retain all right, title and interest in the Alfresco Cloud Service (including without limitation the Development Software) and the technology, platforms and software used to provide it, including any modifications or suggested modifications to the Alfresco Cloud Service. No rights are granted to Customer by Hyland except as expressly stated in this Agreement.

3.2 Ownership of Customer Data. Customer and/or its licensors shall retain all right, title, and interest in all Customer Data stored in the Alfresco Cloud Service, including any revisions, updates, or other changes made to that Customer Data, and including any related intellectual property rights.

3.3 Enhancement Requests/Suggestions. Hyland shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Alfresco Cloud Service any enhancement requests, suggestions, recommendations or other feedback provided by Customer and/or its Named Users or other personnel regarding the operation of the Alfresco Cloud Service, provided Hyland does not incorporate any Confidential Information of Customer. Hyland shall have no obligation to incorporate any such suggestions into the Alfresco Cloud Service, and Customer shall have no obligation to provide suggestions. Hyland reserves the right to enhance and add additional features and capabilities to the Alfresco Cloud Service at any time in its sole discretion.

4. FEES, PAYMENT, AND ADDITIONAL PURCHASES

4.1 Fees and Expenses. Fees for the Alfresco Cloud Service and any related services will be identified in an Order Form and are (a) due upon Customer's signing an Order Form or, for a renewal term, at the start of the renewal term, and (b) payable in accordance with Section 4.2. Fees are payable in USD unless otherwise stated in the applicable Order Form. Customer will reimburse Hyland for all reasonable and pre-agreed expenses Hyland incurs in connection with the performance of any on-site



Services or other Services where travel and/or out-of-pocket expenses are reasonably anticipated.

4.2 **Invoices.** Hyland (or the applicable Business Partner) will invoice Customer for fees upon Customer's execution of each applicable Order Form, and up to thirty (30) days before the start of any renewal term. Customer will pay fees and expenses, if any, no later than thirty (30) days from the date of each invoice. All payments are non-refundable except as otherwise provided in this Agreement. Hyland reserves the right to suspend Customer's access to the Alfresco Cloud Service, and any related Services, in the event Customer is more than sixty (60) days past due on any undisputed invoice, and has failed to cure the payment deficiency within thirty (30) days of receiving written notice of the deficiency from Hyland.

4.3 **Taxes.** All fees are exclusive of Taxes.

4.4 **Additional Purchases.** Hyland and Customer agree that Customer and its Affiliates may acquire additional capacity to the Alfresco Cloud Service and/or other Hyland offerings by entering into an Order Form that incorporates the terms of this Agreement, subject to minor adjustments as needed in a particular Order Form for Affiliates (for example, to address disparate tax and/or legal regimes in other geographic regions).

5. INFORMATION SECURITY

5.1 **Information Security Program.** Hyland maintains an information security program applicable to the Alfresco Cloud Services and related Support Services. This includes physical, organizational and technical measures designed to help protect Customer Data from unauthorized use or disclosure. Further details on the information security program are set forth in the Alfresco Cloud Services Specification. However, Customer acknowledges and agrees that Hyland cannot control and is not responsible for information security outside of Hyland's reasonable control, including without limitation transmission of data across the internet, third party network communications facilities or similar network providers. Furthermore, Customer acknowledges and agrees that the Services rely upon certain key third party suppliers, and their information security obligations (and those of Hyland accordingly) are limited to that provider's information security program; provided, however, that Hyland will provide copies of such program terms where available, and Hyland remains responsible for configuring any such third party supplier's tools and networks in accordance with the Alfresco information security policies where such configuration is under Hyland's reasonable control.

5.2 **Virus and Malicious Code Detection.** Hyland will have in place commercially reasonable measures designed to detect Malicious Code and to help ensure the Alfresco Cloud Service will not transmit Malicious Code, as further described in the Alfresco Cloud Services Specification, throughout the Subscription Period.

5.3 **Customer Data.** Customer is responsible for uploading all Customer Data in accordance with all instructions and usage guidelines published by Hyland for the applicable Alfresco Cloud Service. Customer warrants that it has obtained any and all consents, permissions, licenses and other such rights necessary for Customer to upload the Customer Data into the Alfresco Cloud Services and for Hyland to use such Customer Data in providing such Alfresco Cloud Services accordingly. Unless specifically agreed otherwise in the applicable Order Form, Customer will not collect, process, store or transmit through the Services any Customer Data that would subject Hyland (or any of its providers) to compliance with any data privacy or similar laws, rules or regulations or industry standards (e.g. PCI) applicable to the

collection, storage or processing of such data. Customer will indemnify, defend and hold harmless Hyland and its affiliates from and against any claims, actions or damages resulting from any breach of this paragraph.

6. PROFESSIONAL SERVICES

6.1 **On-Site Obligations.** If Hyland personnel are working on Customer's premises in providing any Standard Setup Services or Additional Professional Services (a) Customer will provide a reasonably safe and secure working environment for Hyland personnel, and (b) Hyland will comply with all reasonable workplace safety and security standards and policies, applicable to Customer's employees, of which Hyland is notified in writing by Customer in advance.

6.2 **Change Control.** Any changes to the scope of any Standard Setup Services or Additional Professional services will be governed by a formal written change order signed by both parties.

7. TERM AND TERMINATION

7.1 **Term and Termination of Agreement.** The Term of this Agreement will begin on the Effective Date and remain in effect for the duration of any active Subscription Period, including any renewal terms, unless otherwise terminated in accordance with this Agreement.

7.2 Term and Termination of Order Form

7.2.1 The term of an Order Form begins on the date the Order Form is executed by the parties ("**Order Form Effective Date**") and continues for the term stated in the Order Form. Customer must use any professional services-type Services set forth in an Order Form during the term specified in the Order Form.

7.2.2 If either party materially breaches the terms this Agreement, and the breach is not cured (or curable) within thirty (30) days after written notice of the breach, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement.

7.3 **Removal of Customer Data; Extension.** Hyland will maintain the Customer Data uploaded on Alfresco's systems for a period of 30 days after the termination date of this Agreement so that Customer may access and export its data to another location ("**Transition Period**"). Customer's access to the Alfresco Cloud Service during the Transition Period will be on a read-only, export-only basis. After Transition Period, Hyland may deactivate Customer's instance of the Alfresco Cloud Service and delete all Customer Data. Any use beyond the scope of the Transition Period above requires a separate Order Form signed by the parties and is subject to a holdover usage fee. The terms of this Agreement will otherwise apply to Customer's use of the Alfresco Cloud Services during the Transition Period.

7.4 **Survival.** If this Agreement or an Order Form is terminated for any reason, Sections 3.1, 3.2, 3.3, 4.2, 4.3, 5.3, 7.3, 8, 9.2, 10, 11, and 12 of this Agreement will survive termination.

8. CONFIDENTIALITY

8.1 **Definition.** In connection with this Agreement, either party (the "**Recipient**") may obtain confidential and proprietary information ("**Confidential Information**") from the other (the "**Discloser**"). Confidential Information may include, without limitation, the terms of this Agreement and any Order Forms, data and information about end users, Business Partners, systems designs, pricing, cost data, financial information, business, sales, and marketing plans, products, product roadmaps, service

programs, trade secrets, know-how, inventions, techniques, processes, programs, schematics, software, and data. Confidential Information includes information designated in writing as confidential, and any information a reasonable person would understand to be confidential or proprietary under the circumstances of its disclosure.

8.2 Exclusions. “Confidential Information” does not include information that: (i) has been independently developed by or for the Recipient without access or reference to, or use of, Confidential Information; (ii) is lawfully received free of restriction from another source having the right to furnish such information; (iii) is or becomes lawfully in the public domain other than through a breach of this Agreement; (iv) was lawfully known by the Recipient prior to disclosure; (v) Discloser agrees in writing is free of such restrictions; or (vi) is generally disclosed by the Discloser to third parties without a duty of confidentiality.

8.3 Duties With Respect To Confidential Information. At all times during and after the term of this Agreement, Recipient shall keep Discloser’s Confidential Information confidential using the same degree of care that it uses to protect its own Confidential Information, but not less than a reasonable degree of care, and shall not disclose Discloser’s Confidential Information to a third party without the Discloser’s written consent, or use the Confidential Information for purposes other than the performance of this Agreement. Where disclosure is required by law, such disclosure shall not constitute a breach of this Agreement provided Recipient gives Discloser reasonable advance notice to enable Discloser to seek appropriate protection of the Confidential Information.

9. REPRESENTATIONS AND WARRANTIES

9.1 General Warranties. Each party warrants to the other it has the authority to enter into this Agreement.

9.2 Services Warranties. Hyland represents and warrants that: (a) it will use reasonable skill and care in providing the Services; (b) the Support Services, Standard Setup Services and any Additional Professional Services will be performed in a good and workmanlike manner by qualified personnel; and (c) the Services will comply in all material respects with the technical function capabilities specified in the Alfresco Cloud Services Specifications.

9.3 Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HYLAND MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. HYLAND DOES NOT AND CANNOT GUARANTEE THAT THE USE OF THE ALFRESCO CLOUD SERVICE OR RELATED SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT HYLAND WILL CORRECT ALL ERRORS.

9.4 Limited Remedy. EXCEPT AS SET FORTH BELOW, FOR THE BREACH OF THE WARRANTIES SET FORTH IN SECTION 9.2 ABOVE, COMPANY’S EXCLUSIVE REMEDY AND HYLAND’S ENTIRE LIABILITY WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF HYLAND CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, COMPANY MAY TERMINATE THE RELEVANT SERVICES AND RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT SERVICES AS OF THE EFFECTIVE DATE OF TERMINATION. HOWEVER, THIS SECTION 9.4 IS NOT

INTENDED TO LIMIT ANY OTHER REMEDIES AVAILABLE TO COMPANY (SUBJECT TO THE OTHER TERMS OF THIS ADDENDUM AND THE AGREEMENT) TO THE EXTENT ANY SUCH BREACH ALSO RESULTS IN ANY UNAUTHORIZED USE OR DISCLOSURE OF COMPANY DATA AND/OR LOSS OF COMPANY DATA.

10. LIMITATION OF LIABILITY AND DISCLAIMER OF DAMAGES

10.1 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR AN ORDER FORM, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION: ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

10.2 Limitation of Liability. FOR ALL EVENTS AND CIRCUMSTANCES, NEITHER PARTY’S (OR ITS AFFILIATES’) AGGREGATE AND CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE WILL EXCEED THE AMOUNTS PAID OR OWED TO HYLAND BY COMPANY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY (THE “CAP”). HOWEVER, FOR PURPOSES OF ANY UNAUTHORIZED USE OR DISCLOSURE OF COMPANY DATA AND/OR LOSS OF COMPANY DATA RESULTING FROM HYLAND’S MATERIAL FAILURE TO MAINTAIN THE INFORMATION SECURITY PROGRAM REQUIRED UNDER SECTION 5, THE AMOUNT OF THE CAP WILL BE INCREASED TO FIVE (5) TIMES THE CAP.

10.3 Exceptions. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT EITHER PARTY’S LIABILITY FOR DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE CAUSED BY NEGLIGENCE, OR FOR FRAUD. NOTHING IN THIS SECTION WILL LIMIT THE FEES OWED BY COMPANY UNDER THIS AGREEMENT FOR THE ALFRESCO CLOUD SERVICE OR RELATED SERVICES, OR FOR VIOLATING THE TERMS AND RESTRICTIONS IN SECTION 2.4 OR 5.3.

11. INFRINGEMENT

11.1 Defense. If a third party initiates or threatens a legal action alleging that Customer’s use of the Alfresco Cloud Service directly infringes the third party’s patent, copyright, trademark or misappropriates the third party’s trade secret rights (“**Third Party Rights**”) (such action, a “**Claim**”), then Hyland will (a) promptly assume the defense of the Claim and (b) pay costs, damages and/or reasonable attorneys’ fees that are included in a final judgment against Customer (without right of appeal) or in a settlement approved by Hyland that are attributable to Customer’s use of the Alfresco Cloud Service; provided that Customer (i) is current in the payment of all applicable fees, or becomes current,

prior to requesting indemnification, (ii) notifies Hyland in writing of the Claim promptly after receipt of the Claim, (iii) provides Hyland with the right to control the defense of the Claim with counsel of its choice, and to settle such Claim at Hyland's sole discretion (unless the settlement requires payment by Customer or requires Customer to admit liability), and (iv) reasonably cooperates with Hyland in the defense of the Claim.

11.2 Injunctive Relief. If the Alfresco Cloud Service becomes, or in Hyland's opinion is likely to become, the subject of an infringement or misappropriation claim, Hyland may, at its option and expense, either (i) procure for Customer the right to continue using the Alfresco Cloud Service in a non-infringing manner, or (ii) replace or modify the Alfresco Cloud Service so that it becomes non-infringing and functionally equivalent. If neither (i) or (ii) is available on a basis Hyland finds commercially feasible, then Hyland may terminate the Agreement or applicable Order Form and refund any prepaid fees for all unused portions of the Subscription Period.

11.3 Exclusions. Hyland will have no liability for any Claim based upon (i) any other third-party components or services not provided by Hyland; (ii) any unauthorized use of the Alfresco Cloud Service in violation of this Agreement; (iii) Hyland's compliance with designs, specifications or instructions provided by Customer where those designs, specifications or instructions cause the infringement; or (iv) use by Customer after notice by Hyland to discontinue use of the Alfresco Cloud Service. This section constitutes the entire liability of Hyland, and Customer's sole and exclusive remedy, with respect to any third-party claims of infringement or misappropriation of intellectual property rights.

12. GENERAL

12.1 Notices. Notices under this Agreement must be in writing and delivered to the receiving party's Chief Financial Officer, with a copy to its General Counsel, at the receiving party's address listed at the beginning of this Agreement. Notices will be deemed received when (1) delivered personally; or (2) upon confirmed delivery by a commercial express carrier.

12.2 Assignment. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld or delayed; provided, however, either party may, upon written notice and without the prior approval of the other party, (a) assign this Agreement to an Affiliate so long as the Affiliate has sufficient credit to satisfy its obligations under this Agreement and the scope of usage is not affected; and (b) assign this Agreement pursuant to a merger or a sale of all or substantially all of such party's assets or stock.

12.3 Independent Contractor. Hyland is an independent contractor and nothing in this Agreement or related to Hyland's performance of any Order Form is intended to create an employment or agency relationship between Customer (or any Customer personnel) and Hyland (or any Hyland personnel). Each party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits.

12.4 Subcontractors. Customer acknowledges that delivery of the Services may rely upon the services, personnel and offerings of Hyland's Affiliates and third parties, and Hyland reserves the right to use its Affiliates and third-party subcontractors accordingly.

12.5 Marketing. Upon Hyland's acceptance of a signed Order

Form, Hyland may issue a press release announcing this Agreement, subject to Customer's prior review and approval as to content, and list Customer's name and logo in a list of customers to be used for marketing purposes.

12.6 Entire Agreement. Each Order Form (a) is deemed to incorporate this Agreement and all appendices and exhibits, unless otherwise expressly provided in that Order Form; (b) constitutes the exclusive terms and conditions with respect to the subject matter of that Order Form, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Customer to place orders or otherwise effect transactions under this Agreement; and (c) represents the final, complete and exclusive statement of the agreement between the parties regarding that Order Form, and supersedes any prior or contemporaneous agreements (verbal or written) with respect to the subject matter of the Order Form. In the event of any conflict between this Agreement, any appendix, and any Order Form, this Agreement will take precedence unless otherwise expressly provided in the appendix or Order Form. The original and binding text of this Agreement is in English and any translated versions are for reference purposes only. In the event of any conflict between the English original and a translated version, the English version shall control.

12.7 Force Majeure. Force Majeure Events shall excuse the affected party (the "**Non-Performing Party**") from its obligations under this Agreement so long as the event and its effects continue. As soon as feasible, the Non-Performing Party shall notify the other party of (a) its best reasonable assessment of the nature and duration of the Force Majeure Event, and (b) the steps it is taking to mitigate its effects. If the Force Majeure Event prevents performance for more than sixty (60) consecutive days, and the parties have not agreed upon a revised basis for performance, then either party may immediately terminate the Agreement upon written notice.

12.8 Severability. If any provision of this Agreement is ruled invalid or unenforceable, the provision shall be severable from this Agreement so that the remaining provisions are unaffected.

12.9 Waiver. No waiver of any rights under this Agreement will constitute a subsequent waiver unless otherwise stated in writing.

12.10 Dispute Resolution. Ohio law shall govern all aspects of this Agreement, without regard to its conflict-of-law principles. Any dispute arising from this Agreement shall be subject to the exclusive jurisdiction of state and federal courts located in Cuyahoga County, Ohio. The prevailing party in any such dispute shall recover its reasonable attorneys' fees and costs from the losing party, including any fees or costs arising from an appeal.

12.11 Headings. All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.

12.12 Amendment. Neither this Agreement nor any Order Form may be amended or modified except in a writing signed by the parties, which writing makes specific reference to this Agreement or the applicable Order Form.

12.13 Counterparts and Soft Copy Signature. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one document. The parties may exchange signature pages by facsimile or email and such signatures will be binding.

[SIGNATURES BLOCKS ON FOLLOWING PAGE]





ACCEPTED AND AGREED:

HYLAND UK OPERATIONS LIMITED

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal

Approved By:

Date:

Appendix A
(Definitions)

“Additional Professional Services” means additional configuration, training or other professional services related to the Alfresco Cloud Services, other than the Standard Setup Services.

“Affiliate” means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party.

“Alfresco Cloud Service” means the hosted software functionality Hyland makes available to customers as a service on a single-tenant basis, hosted in data centers operated by Hyland or its designated cloud provider (such as Amazon Web Services), as designated in the applicable Order Form and further described in the Alfresco Cloud Services Specification.

“Alfresco Cloud Services Specification” means the additional terms and descriptions of the Services and associated delivery terms, which may include without limitation functionality, support, performance standards, information security and similar information, set forth at <https://www.alfresco.com/cloud/docs/alfresco-cloud-services-specification>.

“Business Partners” means other organizations with which Hyland has entered into reseller agreements to sell and support certain of its products and services.

“Community Versions” means the free, open-source community versions that Hyland makes available at no charge, including without limitation Hyland, Activiti and Records Management software.

“Customer Data” means all data uploaded by Customer, or on its behalf, into the Alfresco Cloud Service.

“Development License” means the object code version of the then-current version of Alfresco’s on-premise software product corresponding to the then-current implementation for the applicable Alfresco Cloud Services and the associated Software Development Kit (SDK), if any.

“Force Majeure Events” means events beyond the Non-Performing Party’s reasonable control, including without limitation (i) acts of God, acts of government, natural disasters, network attacks, civil unrest, war, acts of terror, fire, explosion, sabotage, strikes or other labor problems (other than those involving our employees), internet service provider failures or delays, inability to obtain power, or acts of any government.

“Malicious Code” means viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs.

“Named User” means an individual who is authorized by Customer to access the Alfresco Cloud Service and who has been given a unique username or identifier (regardless of whether the user has actually used those credentials to access the Alfresco Cloud Service). No more than one individual may use an issued username or identifier, and the sharing of such credentials is expressly prohibited.

“Order Form” means a document or set of documents that describes the Alfresco Cloud Service (and related Services) Hyland will provide, and may consist of (a) one or more signed order forms, statements of work, or similar transaction documents, or (b) an order placed by Customer with a Business Partner, under the terms of an order for such Alfresco Cloud Services placed by that Business Partner with Hyland for the benefit of Customer.

“Services” means the Alfresco Cloud Services, Standard Setup Services, Support Services and any other Additional Professional Services to be provided under this Agreement, as applicable.

“Standard Setup Services” means the standard implementation-related services for a given Alfresco Cloud Service, as further described in the Alfresco Cloud Services Specification.

“Subscription” means access to the Alfresco Cloud Service and certain support services during the Subscription Period.

“Subscription Period” means the defined period of time of the Subscription as set forth in an Order Form.

“Support Services” means the customer support-related services for the applicable Alfresco Cloud Service, as further described in Appendix B.

“Taxes” means any form of sales, use, value-added or other form of taxation, but excluding any taxes based on the net income of Hyland.

“Term” means the period beginning on the Effective Date and lasting through the duration of any active Subscription Period, including any renewal terms, unless otherwise terminated in accordance with this Agreement.

Appendix B

(Alfresco Support)

1. Alfresco Support Programs. Alfresco's support offerings, service levels, and guidelines are set forth at <http://www.alfresco.com/support/guidelines>. Customer's applicable support program(s) will be set forth in the Order Form.

Alfresco Support Services may be used only for Customer's internal purposes. Use of Alfresco support on behalf of a third party that is not a party to the Agreement, for any licensed versions and/or Community Versions, is a material breach of the Agreement.

2.1 Scope of Support. In using Alfresco support, Customer agrees it will: (a) provide Hyland with sufficient information and resources to correct the applicable support issue; (b) allow Hyland install and operate the Software in the Alfresco Cloud Services operating environments; (c) allow Hyland to promptly install all service packs made available by Hyland; and (d) procure, install and maintain all workstations, telephone lines, communication interfaces and other equipment and technology necessary to access and use the Services.

The parties acknowledge that, notwithstanding anything to the contrary in this Agreement or the Alfresco support guidelines, Hyland will apply any applicable patches or releases to the operating environments, and nothing in the Agreement or the Alfresco support guidelines gives Customer any right to modify, update or otherwise access or change the operating environment or related systems hosted by Hyland.

Hyland is not obligated to provide support for the following: (a) Services, configurations or systems that have been modified or damaged by Customer or a third party (unless at Hyland's direction); (b) issues caused by Customer's negligence, Customer technology/workstations/hardware malfunction or other causes beyond the reasonable control of Hyland; (c) third party components that may be deployed along with the Services; or (d) issues caused by third party software not licensed through Hyland or provided by Hyland.

2.2 Technical Support Contacts. Alfresco customer support will provide Support Services to the designated contacts, as identified in an Order Form ("**Technical Support Contacts**"). The Technical Support Contacts should have necessary access to the Services (and associated administrative access), English language communication skills, and relevant technical knowledge. Customer may modify its designated Technical Support Contacts at any time during the term of a Subscription by notifying Hyland in writing and giving Hyland five (5) business days to process the change. Technical Support Contacts will be the only interface to the Alfresco customer support center. Hyland recommends that the Technical Support Contacts obtain the applicable Services functionality certification by attending Alfresco training courses. In an emergency, an Alfresco customer support engineer will respond to an issue for an unauthorized contact on an exception basis, subject to later verification and involvement of a named Technical Support Contact.