



## ALFRESCO MASTER AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING AND/OR USING SOFTWARE OR SERVICES FROM ALFRESCO BY USING ALFRESCO SOFTWARE OR SERVICES, USER 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 SOFTWARE OR SERVICES.

This Alfresco Master 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 Software and Services to Customer. Capitalized terms in this Agreement are defined in Appendix 1. The pricing and itemized details of Customer's purchase from Hyland are set forth in the applicable Order Form.

### 2. LICENSE AND OWNERSHIP

**2.1 Grant to Customer.** Subject to Customer's compliance with this Agreement, Hyland grants to Customer, during the Subscription Period: (a) a non-exclusive, non-transferable, non-sublicensable license to use, copy, test, and modify the Software solely for Customer's own internal use and limited to the number of Cores, Named Users, and/or Active Processes designated in the Order Form, as applicable; (b) the rights in the third-party open source software provided with the Software, which rights are set forth in the applicable third-party licenses; and (c) a non-exclusive, non-transferable, non-sublicensable license to use the Software on the number of Cores designated in the Order Form for the purpose of backup and disaster-recovery purposes.

**2.2 Restrictions.** Customer will not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to: (i) the Software, (ii) any modified version or derivative work of the Software created by the Customer or for the Customer, or (iii) Community Versions; (b) remove or alter any copyright, trademark or proprietary notice in the Software; (c) transfer, use or export the Software in violation of any laws or regulations of any government or governmental agency; (d) combine, call, link to, or otherwise use the Software in conjunction with any Community Version, or use any of the Services for Community Versions or for any unlicensed Cores or Named Users; or (e) reverse engineer, decompile or modify any encrypted or encoded portion of the Software.

**2.3 Proprietary Rights.** Hyland and its licensors will own all right, title, and interest to the Software, Services, technology, information, code or software provided to Customer, including all copies, or any modifications to the Software.

**2.4 ACS Specific Restriction Only.** If Customer purchases Alfresco Content Services (ACS), the following restriction shall apply:

The Alfresco Content Services (ACS) includes a workflow capability along with a predetermined set of document-review and approval workflows, and a set of predetermined management-task functions. Customer may use and modify the predetermined

workflows and management tasks that are provided with the ACS subscription. However, Customer may not use the workflow software to design, create or run other types of workflows, business processes and/or management tasks. A separate subscription for Alfresco Process Services (APS) software is required for any such uses.

### 3. FEES, PAYMENT, AND ADDITIONAL PURCHASES

**3.1 Fees and Expenses.** Fees for the Software and 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 3.2. 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 professional services and/or training.

**3.2 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 or cancel performance of all or part of the Services and/or suspend Customer's license rights in the Software 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.

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

**3.4 Additional Purchases.** Hyland and Customer agree that Customer and its Affiliates may acquire additional Software and Services from Hyland by entering into an Order Form that incorporates the terms and conditions 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).

### 4. REPORTING AND RECORDS

**4.1 Reporting.** Customer will notify Hyland promptly if it has exceeded the number of Cores and/or authorized Named Users licensed under this Agreement and the applicable Order Form. In its notice, Customer will include the number of excess Cores, and/or Named Users and the date(s) on which the additional Cores were first used and/or the date Customer exceeded its licensed



Named Users. Hyland will invoice Customer for the applicable fees and Customer will pay such fees in accordance with Section 3.2.

**4.2 Records Retention.** Customer will maintain accurate records necessary to verify the number of Cores it uses and Named Users it authorizes. Upon Hyland's written request, Customer will provide Hyland with such records within ten (10) business days.

## 5. OBLIGATIONS OF THE PARTIES

**5.1 On-Site Obligations.** If Hyland personnel are working on Customer's premises (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.

**5.2 Changes to Work.** All changes to the Services will be made through a written change order signed by both parties.

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

**5.4 Purchases from Hyland Business Partners.** If Customer purchases Alfresco Software and/or Services through a Business Partner, Hyland confirms that it is responsible for providing the Software and Services 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-Hyland products or services that Business Partners supply to Customer.

## 6. TERM AND TERMINATION

**6.1 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 Section 6.2.2 below.

### 6.2 Term and Termination of Order Form

**6.2.1** 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. Thereafter, the term for Subscriptions will automatically renew for successive terms of one (1) year each, unless either party gives written notice to the other of its intention not to renew at least sixty (60) days before the commencement of the next renewal term. Customer must use the Services set forth in an Order Form during the term specified in the Order Form.

**6.2.2** If either party materially breaches the terms of 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.

**6.3 Survival.** If this Agreement or an Order Form is terminated for any reason, Sections 2.2, 2.3, 3.2, 3.3, 4.2, 6.3, 7, 8.2, 9, 10,

and 11 of this Agreement will survive termination.

## 7. CONFIDENTIALITY

### 7.1 Confidential Information.

(a) **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.

(b) **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.

(c) **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.

## 8. REPRESENTATIONS AND WARRANTIES

**8.1 General Representations and Warranties.** Hyland represents and warrants that: (a) it will use reasonable skill and care in providing the Services; (b) the Services will be performed in a professional and workmanlike manner by qualified personnel; (c) it has the authority to enter into this Agreement with Customer; and (d) Hyland's has taken commercially reasonable measures to ensure the Software does not, at the time of delivery to Customer, include malicious or hidden mechanisms or code designed to damage or corrupt the Software.

**8.2 Disclaimer of Warranty.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, 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 GUARANTEE THAT THE USE OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT HYLAND WILL CORRECT ALL SOFTWARE ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN SECTION 8.1, CUSTOMER'S EXCLUSIVE REMEDY AND HYLAND'S ENTIRE LIABILITY FOR BREACH OF SECTION 8.1(a) OR (b) WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF HYLAND CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, CUSTOMER 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. CUSTOMER'S EXCLUSIVE REMEDY AND HYLAND'S ENTIRE LIABILITY FOR BREACH OF SECTION 8.1(d) WILL BE TO UNDERTAKE COMMERCIALY REASONABLE EFFORTS TO REMEDY OR SUPPLY A TEMPORARY FIX, OR MAKE AN EMERGENCY BYPASS, IF HYLAND REPRODUCES THE PROBLEM IN A CURRENT, UNALTERED RELEASE OF THE SOFTWARE, OR IF HYLAND CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, CUSTOMER MAY TERMINATE THE RELEVANT SUBSCRIPTION AND RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE REMAINING SUBSCRIPTION PERIOD AS OF THE EFFECTIVE DATE OF THE TERMINATION.

## 9. LIMITATION OF LIABILITY AND DISCLAIMER OF DAMAGES

**9.1 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.

**9.2 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 CUSTOMER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY: (A) TO THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY LAW; (B) FOR PAYMENTS TO A THIRD PARTY ARISING FROM HYLAND'S INDEMNIFICATION OBLIGATION FOR INTELLECTUAL PROPERTY INFRINGEMENT; OR (C) FOR THE FEES OWED BY CUSTOMER UNDER THIS AGREEMENT FOR SOFTWARE OR SERVICES, OR FOR EXCEEDING THE SCOPE OF THE

LICENSES GRANTED OR VIOLATING THE RESTRICTIONS IN SECTION 2.

## 10. INDEMNIFICATION

**10.1 Defense.** If a third party initiates or threatens a legal action alleging that Customer's use of the Software 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 Software; 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. This Section 10.1 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.

**10.2 Injunctive Relief.** If the Software becomes the subject of any actual or anticipated third party infringement claim, Hyland may, at its sole option and expense, (i) procure for Customer the right to continue using the affected Software consistent with this Agreement, (ii) replace or modify the affected Software with functionally equivalent software that does not infringe, or, if either (i) or (ii) is not available on a basis that Hyland finds commercially feasible, (iii) terminate the Agreement or applicable Order Form and refund any prepaid fees for all unused portions of the Subscription Period.

**10.3 Exclusions.** Hyland will have no liability for any Claim based upon (a) use of non-current versions of the Software when Hyland has made newer, non-infringing versions available to the Customer; (b) altered versions of the Software (unless the specific alteration was made by or for Hyland); (c) use, operation or combination of the applicable Software with non-Hyland programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination; (d) Hyland's compliance with designs, specifications or instructions provided by Customer where those designs, specifications or instructions cause the infringement; (e) use by Customer after notice by Hyland to discontinue use of all or a portion of the Software; or (f) third party open source software. 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.

## 11. GENERAL

**11.1 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.

**11.2 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 Service 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.

**11.3 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. Hyland may subcontract Services under an Order Form to third parties or Affiliates without the approval of Customer; provided, however, that (a) subcontractors agree to protect Customer Confidential Information, and (b) Hyland remains responsible to Customer for the performance and actions of its subcontractors to the same extent as if it performed the services directly.

**11.4 Compliance with Applicable Laws.** Each party will comply with all applicable laws, including applicable export-control restrictions. In order for Hyland to provide Services to Customer, it may be necessary for Hyland to share information with its Affiliates, Business Partners, and/or subcontractors, which may be located worldwide. In such event, Hyland will comply with Section 7 of this Agreement and with applicable data privacy laws governing the transfer of that information.

**11.5 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.

**11.6 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 purchase orders or other purchasing documents used by Customer; 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 the translation is for reference purposes only. In the event of any conflict between the English original and the translation, the English version shall control.

**11.7 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. Force majeure events include, without limitation, Acts of God, natural disasters, war, riot, network attacks, acts of terrorism, fire, explosion, accident, sabotage, strikes, inability to obtain power, fuel, material or labor, or acts of any government. 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.

**11.8 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.

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

**11.10 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.

**11.11 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.

**11.12 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.

**11.13 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.



**ACCEPTED AND AGREED:**

**[HYLAND ENTITY]**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal**

Approved By:

Date:



## **Appendix 1 (Definitions)**

**"Active Process,"** as used with purchases of Alfresco Process Services software, means a process instance within the Software that has not been completed, cancelled, or formally suspended. Processes that have been initiated—but which have not been completed, cancelled, or formally suspended, or which are in a "wait" state—shall constitute Active Processes regardless of the level of user or machine activity associated with those processes over time.

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

**"Business Partners"** means other organizations with which Hyland has entered into reseller agreements to sell, and support certain Software and Services.

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

**"Cores"** means physical computer processing cores or virtual Central Processing Units (vCPUs), sold by Hyland in groups of four Cores. As licensed by Hyland, an initial set of four Cores allows Customer to deploy the Software on up to four physical cores, or up to four vCPUs, *on a single server instance*. If Customer purchases eight or more Cores, Customer may deploy the Software on physical cores or vCPUs equal to the number of Cores it has purchased, without limitation as to the number of server instances upon which they can run. For example, if Customer purchases Alfresco Content Services (with eight Cores), Customer may deploy the Software on up to eight physical cores, or up to eight vCPUs, on any number of server instances.

**"Named User"** means an individual who has been given a unique user name or identifier to access the Software, and who has accessed the Software at least one time. No more than one individual may use an issued user name or identifier, and the sharing of such credentials is expressly prohibited.

**"Order Form"** means a document or set of documents that describes Software and/or Services that Hyland will provide to Customer, 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.

**"Services"** means maintenance and support, training and professional services.

**"Software"** means Alfresco software and other software programs branded Alfresco; provided, Software does not include third party open source software which may be provided therewith or Community Versions.

**"Subscription"** means access to the Software 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.

**"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.



## **Appendix 2** **(Alfresco Support)**

1. Alfresco Support Programs. Hyland's support offerings, service levels, and guidelines for the Software ("Alfresco Support") 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 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, or for 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) install and operate the Software on an Hyland-supported stack, as identified at <http://www.alfresco.com/services/support/stacks/>; (c) promptly install all service packs provided by Hyland; and (d) procure, install and maintain all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software.

Customer is responsible for reading the release notes and any other available documentation before installing or upgrading the Software, and for testing the Software before deploying it in a production environment. Customer should also backup its production systems on a regular basis and have those backups available if needed for support purposes. Hyland is not obligated to provide support for the following: (a) Software that has been modified or damaged by Customer or a third party (unless at Hyland's direction); (b) issues caused by Customer's negligence, hardware malfunction or other causes beyond the reasonable control of Hyland; (c) issues caused by third party software not licensed through Hyland or provided by Hyland.

**2.2 Technical Support Contacts.** Alfresco Support will provide Support to the designated contacts, as identified in an Order Form ("**Technical Support Contacts**"). The Technical Support Contacts should have "read, write and execute" access to the necessary files, 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 Hyland customer support center. Hyland recommends that the Technical Support Contacts obtain the applicable Software certification by attending Hyland training courses. In an emergency, an Hyland 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.