End User License Agreement for Subscription Software
IMPORTANT- READ CAREFULLY

This End User License Agreement ("EULA") is made between _____ ("Licensor"), _____, and [USER NAME HERE] ("User"), [INSERT USER'S ADDRESS], with respect to the licensing of the software products described on Exhibit A attached hereto, including, in each case, third party software bundled by Licensor or its supplier as part of a unified product ("Software").

1. **LICENSE:**

(a) Subject to User's payment in full of the applicable Software subscription fees, Licensor grants to User for the term of this EULA, a revocable, non-exclusive, non-assignable (except as otherwise provided in this EULA), limited license to the Software, in machine-readable object code form only, solely for use by User internally, and only for capturing, storing, processing and accessing User's own data. The Software is licensed for use by a single organization and may not be used for the processing of third-party data as a service bureau, application service provider or otherwise. User shall not make any use of the Software in any manner not expressly permitted by this EULA.

(b) User acknowledges that 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 that 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 User's usage and reports that usage.   Upon reasonable notice to User, Hyland shall be permitted access to User's Software system to measure User's volume usage of such Software. User acknowledges and agrees that additional fees may apply based on User's volume usage.   User 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 (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. User is prohibited from using any software other than the Software Client modules or the Software API modules 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 Licensor has given its prior written consent to User's use of such other software and User has paid to Licensor the Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Licensor or its supplier's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

(c) User shall be entitled to use one (1) production copy of each Software module licensed and one (1) additional copy of the Software licensed in User's production system for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software in a production environment. User shall be entitled to any additional copies only for the purposes (evaluation, testing, demonstration, disaster recovery) and for the duration and extent for which User has paid the appropriate license fees to Hyland or its authorized reseller. User's sole recourse in the event of any dissatisfaction with any Software used in any non-production system is to stop using such Software and return it to Hyland. HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE USED IN ANY NON-PRODUCTION SYSTEM AND HYLAND PROVIDES THAT SOFTWARE "AS-IS". User shall not make additional copies of the Software not specifically authorized by this paragraph (c). User shall not make additional copies of the Software not specifically authorized by this paragraph (c).

(d) User agrees: (1) not to remove any Licensor or its suppliers notices in the Software or Documentation (as defined in Section 5(b)); (2) not to sell, transfer, rent, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Software or Documentation; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software; and (5) not to prepare derivative works from the Software or Documentation.

(e) "Beta Software" means either: (1) a complete new version of the Software which is a pre-release version only, is still undergoing development and testing at Licensor and is not a Licensor commercially released product; or (2)

a potential new Software module which is included in a commercially-released version of the Software, but which is not available for commercial licensing by User or Licensor or its supplier's other customers generally and is still undergoing development and testing at Licensor. From time to time Licensor may make Beta Software available for User's use in the Test Systems; and User may elect to license and use the Beta Software in the Test Systems. Except for the provisions of Section 5(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Beta Software, User acknowledges and agrees that all Beta Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Beta Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software; or (2) the date of Licensor or its supplier's commercial release of the final version of such Beta Software for licensing to its end users generally. Upon expiration or other termination of such period, User immediately shall discontinue any and all of use of the Beta Software and related documentation and remove or permit Licensor to deactivate the Beta Software. The expiration or termination of this EULA as to any Beta Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.

(f)   From time to time User may elect to evaluate certain Software modules that it has not licensed and does not currently use in its production environment ("Evaluation Software"), for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for User's use in User's Test Systems. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Evaluation Software, User acknowledges and agrees that all Evaluation Software delivered in accordance with this paragraph shall be considered to be "Software" for all other purposes of this EULA. Notwithstanding anything to the contrary, as to any Evaluation Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) thirty (30) days after the date such Software is activated for use in User's Test Systems; or (2) immediately upon the delivery of written notice to such effect by Licensor to User. Upon expiration or other termination of such period, User immediately shall either (A) discontinue any and all of use of the Evaluation Software and related documentation and remove or permit Licensor to deactivate the Evaluation Software; or (B) deliver payment in full of the subscription fees that have been agreed upon for such Software to Licensor (if User purchases licenses for Software directly from Licensor) or to Licensor's authorized solution provider (if User purchases licenses for Software through such authorized solution provider), and confirm in writing to Licensor that such Evaluation Software is added as additional Software licensed for User's use in its production environment and (and other permitted environments) under this EULA. The termination of this EULA as to any Evaluation Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.

(g)   Upon expiration or other termination of any period of use of any Beta Software or of any Evaluation Software that User elects not to purchase a license to for use in User's production environment under this EULA, User agrees that it will provide to Licensor or its supplier remote access to User's systems on which such Beta Software or such Evaluation Software is installed for the limited purpose of permitting Licensor or its supplier to deactivate such Beta Software or such Evaluation Software.

(h)   User may not assign, transfer or sublicense all or part of this EULA without the prior written consent of Licensor; provided that Licensor agrees that such consent shall not be unreasonably withheld in the case of any assignment by User of the EULA in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of User's assets that assumes in writing all of User's obligations and duties under this EULA.

(i)   The Software may be bundled with software owned by third parties. 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, User 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 User or User's user in the software, and this EULA will not govern such use.

(j)   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 Licensor to maintain User's continued right to use. The USPS has contractually required Licensor 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. Licensor regularly updates the zip code list as part of maintenance and support for the AccuZip module.

(k)   If applicable, Software also includes all adapters or accelerators created by Licensor and provided to you by Licensor or a Licensor authorized solution provider 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 to interact with other modules of the Software and in accordance with the terms of this EULA.

(l)   Intentionally Omitted.

(m)   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"). User 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. User agrees not to use, distribute or sublicense the use of the Software in, or in connection with, any High Risk Use.

(n)   Upon reasonable notice to User, and upon a schedule that is mutually agreed upon by the parties, Licensor or its supplier shall be permitted access to User's Software system and to audit User's use of the Software in order to determine User's compliance with the licensing terms this EULA. User shall reasonably cooperate with Licensor with respect to its performance of such audit. User acknowledges and agrees that User is prohibited from publishing the results of any benchmark test using the Software to any third party without Licensor's prior written approval, and that User has not relied on the future availability of any programs or services in entering into this EULA.

2.   OWNERSHIP: Hyland Software, Inc. and its suppliers own the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software, except for the limited express rights granted in this EULA**.**

3.   **SUBSCRIPTION FEES**:

User shall pay subscription fees to Licensor for the Software licensed hereunder in such amounts as are invoiced by Licensor. Licensor will invoice User on or after the effective date of this EULA for subscription fees for the first year of the Initial Term. Such invoice shall be due and payable by User to Licensor in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-4378. All invoices or payments sent hereunder shall be deemed to have been received by the recipient party only at the time of actual receipt. For any subsequent years, Licensor will invoice User for subscription fees at least sixty (60) days prior to the beginning of such year, and such invoices shall be due and payable by User to Licensor on or before the beginning of such year. In the event User licenses additional Software modules under this EULA, Licensor will invoice User for subscription fees for such additional Software modules on a pro rata basis upon Licensor's acceptance of the purchase order for such additional Software modules. Such invoice shall be due and payable by User to Licensor in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-4378. Thereafter, subscription fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.

4.   **INSTALLATION; DELIVERY OF HASPS AND CDS**: User may retain Licensor to provide installation services pursuant to the terms of a separate Work Agreement between the parties. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software. Delivery of HASPs and CDs, if any, shall be F.O.B. Hyland's offices in Westlake, Ohio, USA.

5.   **LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES**:

(a)   For a period of sixty (60) days from the date of delivery of Software delivered to User on tangible media at User's site, Licensor warrants to User that the media on which the Software is delivered are free from defects in materials and in workmanship.

(b)   For a period of sixty (60) days from the date that a Software module and a production certificate (which is a license certificate necessary to be applied to User's systems to activate the Software for use in User's production environment) including such Software module first have been delivered to User (either by shipment of media containing the Software, downloading of the Software or the production certificate onto User's systems in connection with the installation of the Software, or the Software or the production certificate being made available for download by User from a web site identified to User), Licensor warrants to User that the Software, when properly installed and properly used, will function in all material respects as described in the "Help Files" included in the Software and that relate to the functional, operational or performance characteristics of the Software ("Documentation"). The terms of this warranty shall not apply to, and Licensor shall have no liability for any non-conformity related to, any Software that has been (1) modified by User or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused.

(c)   Licensor's sole obligation, and User's sole and exclusive remedy, for any non-conformities to the express limited warranties under paragraph (a) or (b) shall be as follows: provided that, within the applicable 60-day period, User notifies Licensor in writing of the non-conformity, Licensor will either (1) repair or replace the non-conforming media or Software, which in the case of the Software may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Licensor determines that repair or replacement of the non-conforming media or Software is not commercially practicable, then terminate this EULA with respect to the Software associated with the non-conforming media or with respect to the non-conforming Software, in which event, upon compliance by User with its obligations under Section 9, Licensor will refund any portion of the subscription fees paid prior to the time of such termination with respect to such Software.

(d)   EXCEPT FOR THE WARRANTIES PROVIDED BY LICENSOR AS EXPRESSLY SET FORTH IN SECTIONS 5(a) and 5(b), LICENSOR AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES OR REPRESENTATIONS REGARDING THE SOFTWARE OR ANY MEDIA. LICENSOR AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE INCLUDING BUT NOT LIMITED TO WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES THAT

ARISE OR MAY BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. LICENSOR AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL SATISFY USER'S REQUIREMENTS OR IS WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES. LICENSOR DOES NOT PROVIDE ANY WARRANTY OR ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

(e)   No oral or written information given by Licensor, its agents, or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Licensor by a corporate officer.

6.   INDEMNIFICATION: Indemnification shall be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-TSO-4378.

7.   LIMITATIONS OF LIABILITY: Limitation of Liability shall be handled in accordance with Appendix A, Section 10L of DIR Contract No. DIR-TSO-4378. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL MICROSOFT CORPORATION, AS A SUPPLIER TO LICENSOR OF THIRD PARTY SOFTWARE BUNDLED WITH THE SOFTWARE LICENSED UNDER THIS EULA, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS ($5.00).

8.   MAINTENANCE: Maintenance and technical support of the Software may be available for purchase by User from Licensor pursuant to the terms of a separate Software Maintenance Agreement.

9.   TERM; TERMINATION:

A. Subject to the early termination provisions below, the initial term of this EULA will be the _____ year period that commences on the effective date of this EULA (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 EULA shall terminate at the end of the then current term.

B.   Terminations shall be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-4378.

10. SEVERABILITY: In the event that a court of competent jurisdiction determines that any portion of this EULA is unenforceable, it shall not affect any other provisions of this EULA.

11. NOTICE: Notices shall be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-4378.

12. GOVERNING LAW; JURISDICTION: The laws of the State of Texas shall govern this EULA, without regard to the conflict of laws principles thereof. The parties mutually agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended, shall not be applicable with respect to this EULA. Any legal action brought concerning this EULA or any dispute hereunder shall be brought only in the state courts of the State of Texas, in the County of Travis. Both parties acknowledge exclusive venue in these courts.

13. ENTIRE AGREEMENT: DIR Contract No. DIR-TSO-4378 and this EULA (including the exhibits and schedules attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. All purchase orders submitted shall be subject solely to the terms of DIR Contract No. DIR-TSO-4378 and this EULA and the additional terms contained in any invoice delivered by Licensor, and any preprinted terms on any purchase order form used for the convenience of User are objected to and shall not alter or amend the terms of this EULA or any such invoice. This EULA may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct. In the event of a conflict between DIR Contract No. DIR-TSO-4378 and this EULA, the DIR Contract shall take precedence.

14. U.S. GOVERNMENT END USERS: The terms and conditions of this EULA shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software to Licensor. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this EULA, as stated in DFARS 227.7202, and the terms of this EULA shall supersede any conflicting contractual term or conditions.

15. EXPORT: The Software and Documentation are subject to United States export control laws and regulations. User 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 or Documentation is not exported in violation of United States of America law. User agrees that it will not export or re-export the Software 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. User shall not use the Software 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.

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

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

CUSTOMER	**LICENSOR**
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
	Licensor Legal
	Approved By:
	Date:

<u>EXHIBIT A</u>
<u>TO</u>
<u>EULA</u>

Software licensed for use pursuant to DIR Contract No. DIR-TSO-4378 and the EULA:

1.   Current Software licensed:

Product Description	**Product Code**	**Quantity**

2.   Such additional Software products with respect to which User properly submits a written purchase order to, and pays subscription fees to, Licensor or its authorized reseller. All such Software products accurately listed on User's properly submitted written purchase order(s) shall, upon payment in full of the subscription fees, automatically be deemed to be added to the Software listed on this Exhibit A, whether or not the parties actually amend the form of this Exhibit A.

3.   All "Upgrades or Enhancements" to the Software described in paragraphs (1) and (2) above that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and Licensor.