

**HOSTING AGREEMENT
(Subscription and Hosting)**

This HOSTING AGREEMENT (“Agreement”) is made and entered into effective as of the date that the last party to sign this Agreement has executed the same (as indicated by the date entered by such party with its signature below) (the “Effective Date”) by and between _____ (“Service Provider”), located at _____, and _____ (“Customer”), located at _____.

PURCHASE TABLE

INITIAL COMPONENTS OF HOSTED SOLUTION		INITIAL FEES																
Initial Software licensed: <table border="1"> <thead> <tr> <th>OnBase® Information Management System</th> <th>Quantity</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> </tbody> </table>		OnBase® Information Management System	Quantity															Subscription Fees: \$/month Hosting Fees: \$/month
OnBase® Information Management System	Quantity																	
Initial Service Class Package: _____ Initial data storage allocation: _____ gigabytes Initial data center location: US - East																		
Initial Hosted Solution setup and activation		Initial Setup Fees: \$																

PRICING FOR INITIAL TECHNICAL SERVICES:			
Service Proposal #:	BASIS FOR PRICING:	RESOURCE/SERVICE TYPE	PRICING
	Time and Materials	Project Manager	Hourly Rate \$
		Technical Technician	\$
		Business Technician	\$
		Integration Engineer	\$
		Database Engineer	\$
		Conversion Technician	\$

Subject to DIR Contract No. DIR-TSO-4378, this Agreement consists of this document, the General Terms and Conditions attached to this document as Attachment A, the Acceptable Use Policy attached to this document as Attachment B, the Service Class Manual and the Process Manual. All components of the Hosted Solution, Hosted Solution Support and Technical Services which may be licensed or purchased by Customer from Service Provider from time to time shall be governed by DIR Contract No. DIR-TSO-4378 and this Agreement (including any Service Proposal’s that may be entered into under this Agreement). The parties acknowledge and agree that DIR Contract No. DIR-TSO-4378, takes precedence over any conflicting terms contained in this Agreement, a Service Proposal (or, if applicable, purchase order or other document), except to the extent that DIR Contract No. DIR-TSO-4378, or this Agreement specifically permits one of its terms to be varied in a Service Proposal and such term is varied in a Service Proposal. Customer specifically represents and warrants to Service Provider that Customer has read and understands all parts of the Agreement prior to entering into the Agreement.

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

CUSTOMER

By:

Print Name:

Title:

Date:

SERVICE PROVIDER

By:

Print Name:

Title:

Date:

Service Provider Legal

Approved By:

Date:

Tax Information:

___ (1) Exempt (Provide Tax Exemption Form)

___ (2) Non-Exempt.

ATTACHMENT A**GENERAL TERMS AND CONDITIONS****1. DEFINED TERMS**

Certain capitalized terms used in this Agreement have the meanings set forth in Appendix 1 attached to this Attachment A.

2. PURCHASE ORDERS; ACCEPTANCE OR REJECTION

Customer shall submit written purchase orders to Service Provider for the purchase of the right to use all components of the Hosted Solution. When this Agreement is signed by Customer, this Agreement will represent Customer's written purchase order for the initial components of the Hosted Solution listed in the Purchase Table, together with setup and activation of the Hosted Solution. Each purchase order submitted by Customer is subject to acceptance or rejection by Service Provider. When this Agreement is signed by Service Provider, this Agreement will represent Service Provider's acceptance of Customer's initial purchase order described above.

3. PRICES, INVOICING AND PAYMENT**3.1 Prices and Invoicing.**

(a) Initial Setup Fees. Service Provider will invoice Customer for Initial Setup Fees in accordance with Appendix C and Appendix A, Section 8, to DIR Contract No. DIR-TSO-4378, as reflected in the amounts set forth in the Purchase Table promptly following the Effective Date.

(b) Hosting Fees. All payments and invoices shall be made in accordance with Appendix C and Appendix A, Section 8, to DIR Contract No. DIR-TSO-4378. Unless otherwise mutually agreed by the parties in writing, Service Provider will invoice Customer for Hosting Fees monthly, in arrears, and the first invoice shall be issued by Service Provider as follows: (i) if the Hosted Solution Deployment Date occurs prior to the 15th day of the month, then Service Provider shall invoice Customer at the end of such month and Customer shall pay fees for such month in full; and (ii) if the Hosted Solution Deployment Date occurs on or after the 15th day of the month, then Service Provider shall invoice Customer at the end of the next month, and such invoice shall not include any fees relating to the month in which the Hosted Solution Deployment Date occurred. Service Provider agrees that during the Initial Term, the Hosting Fees relating to the Hosted Solution, as initially composed, shall be in the amount set forth in the Purchase Table.

(c) Subscription Fees. All payments and invoices shall be made in accordance with Appendix C and Appendix A, Section 8, to DIR Contract No. DIR-TSO-4378. Unless otherwise mutually agreed by the parties in writing, Service Provider will invoice Customer for Subscription Fees monthly, in arrears, and the first invoice shall be issued by Service Provider as follows: (i) if the Hosted Solution Deployment Date occurs prior to the 15th day of the month, then Service Provider shall invoice Customer at the end of such month and Customer shall pay fees for such month in full; and (ii) if the Hosted Solution Deployment Date occurs on or after the 15th day of the month, then Service Provider shall invoice Customer at the end of the next month, and such invoice shall not include any fees relating to the month in which the Hosted Solution Deployment Date occurred. Service Provider agrees that during the Initial Term, the Subscription Fees relating to the Hosted Solution, as initially composed, shall be in the amount set forth in the Purchase Table.

(d) Consumption Fees. All payments and invoices shall be made in accordance with Appendix C and Appendix A, Section 8, to DIR Contract No. DIR-TSO-4378. Service Provider will invoice Customer for any Consumption Fees, monthly in arrears, promptly upon the end of the month to which such Consumption Fees relate. Consumption Fees will be due for a month if at any time during such month the amount of Customer Data stored in the Hosted Solution exceeds Customer's then-current data storage allocation.

(e) Technical Services Fees. All payments and invoices shall be made in accordance with Appendix C and Appendix A, Section 8, to DIR Contract No. DIR-TSO-4378. All pricing for Technical Services fees and all invoicing and payment terms related thereto shall be set forth in the applicable Services Proposal. In connection with any Technical Services engagement in which the Service Provider resource(s) is required to travel outside of the metropolitan area (or, if not applicable, the city or town) in which such Service Provider resource(s) regularly works when not at a third party location, all determinations of Technical Services fees shall include travel time; provided that time spent commuting from a local place of residence (including a hotel) to a work location in the same locale will not be included in travel time. Except as otherwise provided in any applicable Services Proposal, Service Provider shall invoice Customer for Technical Services fees promptly upon Service Provider's acceptance of Customer's purchase order for such services (if the Services Proposal is in the form of a purchase order), or on a monthly basis, in arrears, as applicable; and Customer shall pay in full each such invoice in accordance with Section 3.2 below.

(f) Other Fees. To the extent allowable by DIR Contract No. DIR-TSO-4378, if Customer procures and Service Provider provides any other services or deliverables in connection with the Hosted Solution that are not covered by the fees and charges described in paragraphs (a) - (d) above, Service Provider will invoice Customer for such other fees or charges based upon the pricing that the parties have mutually agreed upon in writing in connection with such other services or deliverables.

(g) Receipt of Invoices; Correction. All invoices shall be sent electronically by Service Provider to Customer to the attention of "Accounts Payable," or to such other person or department as Customer may specify from time to time by written notice to Service Provider. In the event any invoice contains an under billing error which is discovered by Service Provider, Service Provider may issue a new invoice to correct the error.

(h) Travel and Expenses. In the event on-site services are required, Customer shall be responsible for all customary and reasonable out-of-pocket travel, meals and lodging costs and expenses incurred by Service Provider in connection with the performance of services under this Agreement and reimbursable in accordance with Appendix A, Section 8F, to DIR Contract No. DIR-TSO-4378. Except as otherwise provided in any applicable Services Proposal, Service Provider shall invoice Customer for all reimbursable costs and expenses on a monthly basis, in arrears.

3.2 Payment of Invoices. Subject to Section 3.3 below, Customer shall pay any invoice issued by Service Provider under or in connection with this Agreement in accordance with Appendix C and Appendix A, Section 8, to DIR Contract No. DIR-TSO-4378.

3.3 Resolution of Invoice Disputes. All invoice and payment disputes shall be handled in accordance with Appendix A, Section 11A, to DIR Contract No. DIR-TSO-4378. If the parties are unable to resolve the dispute in accordance herewith, either party thereafter may file litigation in a court of competent jurisdiction under Section 15.2 of these General Terms and Conditions to seek resolution of the dispute.

3.4 Certain Remedies for Non-Payment or for Late Payment. In the event of any default by Customer in the payment of any amounts invoiced by Service Provider, which are not being disputed in accordance with Appendix A, Section 11A of DIR Contract No. DIR-TSO-4378, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment, Service Provider shall have the right to suspend or cease Customer's right to use the Hosted Solution or the provision of any Hosted Solution Support or Professional Services under this Agreement or any Services Proposal, unless and until such default shall have been cured.

3.5 Taxes and Governmental Charges. Taxes shall be handled in accordance with Appendix A, Section 8E, to DIR Contract No. DIR-TSO-4378. Customer agrees to provide Service Provider with valid tax exemption certificates in advance of any remittance otherwise required to be made by Service Provider on behalf of or for the account of Customer, where such certificates are applicable.

3.6 U.S. Dollars. All fees and charges under this Agreement shall be determined, invoiced and paid in U.S. dollars.

4. LICENSE OF SOFTWARE, WORK PRODUCTS AND THIRD PARTY SOFTWARE

4.1 Subject to compliance by Customer with the terms, conditions and restrictions of this Agreement and payment of all applicable fees due hereunder, Service Provider grants to Customer a revocable, non-exclusive, non-assignable, limited license to use the Software, Third Party Software and Work Products, in machine-readable object code form only, for the term of this Agreement. Customer may use the Software, Third Party Software and Work Products only as part of the Hosted Solution, solely for use by: Customer internally, and only for capturing, storing, processing and accessing Customer's own data. The Software, Third Party Software and Work Products are licensed for use by a single organization and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer shall not make any use of the Software, Third Party Software or Work Products in any manner not expressly permitted by this Agreement.

4.2 Customer acknowledges that the licenses granted herein are limited to the right of concurrent access to the Customer Data via telecommunications equipment by Web browser or OnBase Software application to the Host Web Site. Customer acknowledges that each module of the Software and each Work Product 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 controls such use. Software products that are volume-restricted will no longer function when the number of images processed within the annual term exceeds the maximum number of images per year (the "Volume Level"). Customer may choose to purchase a higher volume level at any time. Customer may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of clients directly accessing or utilizing the Software or Work Product (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Customer is prohibited from using any software other than Service Provider's Client modules or licensed

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 Service Provider has given its prior written consent to Customer's use of such other software and the Subscription Fees and Hosting Fees have been adjusted to reflect such additional Software and Customer pays such additional Subscription Fees and Hosting Fees with respect to such access to the Software or data stored in the Software database in accordance with Service Provider's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

4.3 Customer shall be entitled to use one (1) production copy of the Software, Third Party Software and each Work Product. Further, Customer may purchase limited access to a Sandbox Environment or a User Testing Environment, or both. Customer acknowledges and agrees that it shall use only non-production data in the Sandbox Environment, and that Service Provider shall have no liability, direct or indirect, with respect to any loss or breach of Confidential Information with respect to data used or ingested into the Sandbox Environment or a User Testing Environment. Customer's sole recourse in the event of any dissatisfaction with the Sandbox Environment or a User Testing Environment is to stop using the Sandbox Environment or a User Testing Environment, as Service Provider and its suppliers make no representations that the Sandbox Environment or a User Testing Environment, or the Software, Third Party Software or Work Products provided therein will perform or conform to any Documentation or statement, either written or verbal. SERVICE PROVIDER AND ITS SUPPLIERS MAKE NO WARRANTIES WITH RESPECT TO THE SANDBOX ENVIRONMENT, USER TESTING ENVIRONMENT OR THE SOFTWARE, THIRD PARTY SOFTWARE, OR WORK PRODUCTS PROVIDED THEREIN AND THEY ARE PROVIDED "AS IS". Service Provider reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Sandbox Environment and User Testing Environment. Customer shall not make or use any additional copies of the Software, Third Party Software or Work Products.

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

4.5 The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. Such third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. Notwithstanding the above, Customer acknowledges that, depending on the Software, Third Party Software or Work Products licensed, the Software, Third Party Software or Work Products 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, Third Party Software, Work Product or related documentation) may grant you additional rights to such open source software.

4.6 Upon reasonable notice to Customer, and upon a schedule that is mutually agreed upon by the parties, Service Provider shall be permitted access to Customer's Software system and to audit Customer's use of the Software in order to determine Customer's compliance with the licensing terms this Agreement. Customer shall reasonably cooperate with Service Provider with respect to its performance of such audit. Customer acknowledges and agrees that Customer is prohibited from publishing the results of any benchmark test using the Software to any third party without prior approval of Service Provider.

4.7 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 Service Provider to maintain Customer's continued right to use. The USPS has contractually required Service Provider 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. Service Provider regularly updates the zip code list as part of Hosted Solution Support for the AccuZip module.

4.8 If applicable, Software also includes all adapters created by Service Provider and provided to you by Service 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 in combination with the Software and in accordance with the terms of this Agreement.

5. HOSTING SERVICES

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

5.2 Process Manual. Service Provider has delivered a current copy of the Process Manual to Customer. Service Provider will have the right to modify the Process Manual (including the right to issue an entirely restated Process Manual) from time to time. The modifications or the revised Process Manual will be effective thirty (30) days after Service Provider provides written notice to Customer informing Customer of Service Provider's posting of such modifications or revisions on the website identified in such notice. In the event that Customer reasonably determines that a change made by Hyland to the Process Manual as contemplated in this Section 5.2 materially impairs the value of the Hosting Services to Customer, Customer may terminate this Agreement upon thirty (30) days advance written notice to Hyland.

5.3 Service Class Manual. Service Provider has delivered a current copy of the Service Class Manual to Customer. Service Provider will have the right to modify the Service Class Manual (including the right to issue an entirely restated Service Class Manual) from time to time. The modifications or the revised Service Class Manual will be effective thirty (30) days after Service Provider provides written notice to Customer informing Customer of Service Provider's posting of such modifications or revisions on the website identified in such notice. In the event that Customer reasonably determines that a change made by Hyland to the Service Class Manual as contemplated in this Section 5.3 materially impairs the value of the Hosting Services to Customer, Customer may terminate this Agreement upon thirty (30) days advance written notice to Hyland. Notwithstanding the foregoing no modifications of the Service Class Manual relating to Customer's then-current Service Class will be effective until the next renewal of this Agreement.

5.4 Return of Customer Data. Upon termination or expiration of this Agreement for any reason:

(a) Service Provider will return Customer Data to Customer by providing to Customer: (1) the Customer Data on one (1) or more encrypted hard drives or other similar media; and (2) a tab delimited export file containing the relevant keyword values and related file locations for the Customer Data; and

(b) Customer shall pay to Service Provider as consideration for such return of Customer Data an amount as invoiced by Service Provider, in accordance with Appendix C, to DIR Contract No. DIR-TSO-4378.

CUSTOMER ACKNOWLEDGES AND AGREES THAT, FORTY-FIVE (45) DAYS FOLLOWING SERVICE PROVIDER'S SENDING TO CUSTOMER OF THE MEDIA CONTAINING THE CUSTOMER DATA, SERVICE PROVIDER SHALL DELETE ALL SUCH CUSTOMER DATA FROM ALL OF SERVICE PROVIDER'S DATACENTERS, INCLUDING ALL BACKUP COPIES.

5.5 Data Location. Service Provider shall initially store Customer Data at the data center location identified in the Purchase Table. Service Provider may, at its expense, change the location of the Customer Data to another data center located within the Continental U.S.; provided that Service Provider provides at least sixty (60) days prior written notice to Customer, informing Customer of the new location to be used for storing the Customer Data. If Customer objects to the new location proposed by Service Provider, Customer may terminate this Agreement by written notice, and such termination shall be effective thirty (30) days after such written notice.

6. HOSTED SOLUTION SUPPORT. Service Provider will provide Hosted Solution Support twenty-four (24) hours a day, seven (7) days a week (excluding holidays) as follows:

6.1 Technical Support Services. Service Provider will provide telephone or online technical support for problems relating to the Hosted Solution which are reported by Customer in accordance with paragraph 6.4 below.

6.2 Error Correction Services for the Software. With respect to any Errors in the Software, Service Provider will use its commercially reasonable efforts to correct the Error, which may be affected by a commercially reasonable workaround. Service Provider shall promptly commence to confirm any properly reported Errors after receipt of the Error report from Customer. Service Provider may correct any Error by updating or upgrading the Software included in the Hosted Solution to a new build or version.

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

6.4 Reporting Policies and Procedures. In requesting Hosted Solution Support, Customer will report in accordance with Service Provider's then-applicable reporting policies. Service Provider's current policies require Customer to report by telephone, using Service Provider's regular technical support telephone line (currently, 440-788-5600), or by e-mail (currently,

support@onbase.com). In the case of reporting an Error, if requested by Service Provider, Customer agrees to provide written documentation of such Error to substantiate the Error and to assist Service Provider in the detection, confirmation and correction of such Error.

6.5 Exclusions.

(a) Generally. Service Provider is not responsible for providing, or obligated to provide, Hosted Solution Support under this Agreement: (1) in connection with any Errors, defects or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, any Third Party Software, any components of the Network or the Host Web Site, or from any design defect in any configuration of any component of the Hosted Solution, which activities in any such case were undertaken by any party other than Service Provider; (2) in connection with any Error in the Software or defect or problem in any other component of the Hosted Solution if Service Provider has previously provided corrections for such Error or defect which Customer fails to implement; (3) in connection with any Errors, defects or problems which have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in any software, hardware or system or networking which is not a part of the Hosted Solution; (4) if the Hosted Solution has been subjected to abuse, misuse, improper handling, accident or neglect; or (5) if any party other than Service Provider, or an authorized subcontractor specifically selected by Service Provider, has provided any services in the nature of Hosted Solution Support to Customer with respect to the Hosted Solution.

(b) Software API and Work Products. Service Provider is also not responsible for providing, or obligated to provide, Hosted Solution Support under this Agreement for: (1) any problems (other than Errors) or questions related to the operation or use of the Software application programming interfaces (APIs); or (2) Work Products. Support relating to Work Products and the operation or use of APIs may be provided, on a case-by-case basis, as mutually agreed to in an applicable Services Proposal which outlines Technical Services for such support activities.

6.6 Update, Upgrade, Change or Replacement of Components of the Hosted Solution. Service Provider may update or upgrade the build or version of the Software used in the Hosted Solution from time to time at Service Provider's expense. Customer acknowledges and agrees that Service Provider has the right, at any time, to change the specifications and operating characteristics of the Software. Service Provider also may change, replace, update or upgrade the hardware or other software components of the Hosted Solution from time to time. Customer agrees to collaborate with Service Provider and assist Service Provider in connection with the completion of installation and testing of any update or upgrade of the Software.

7. **OWNERSHIP OF HOSTED SOLUTION COMPONENTS**

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

8. **TECHNICAL SERVICES**

8.1 Requests. From time to time, Customer may request and Service Provider may agree to provide Technical Services pursuant to a Services Proposal. Each mutually agreed upon Services Proposal is incorporated herein by this reference as if fully rewritten herein.

8.2 Fulfillment. Service Provider agrees to provide the Technical Services described in each Services Proposal. If any delays in such Technical Services occur solely as a result of any incorrect information, incorrect assumption or failure of Customer to perform or fulfill its obligations in connection with any Services Proposal, the performance schedule for the applicable project may be extended. Service Provider shall have no liability or responsibility for any costs or expenses resulting from such delays. In the event that performance of any milestone set forth in any Services Proposal is not met due to a delay solely caused by the performance or non-performance of Technical Services by Service Provider, and provided that such cause is not an event of force majeure as described in Section 15.1 of this Attachment A, Service Provider agrees, at no additional charge to Customer, to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the slippage of later milestones or completion of such Technical Services.

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

9. COMPLIANCE WITH LAWS AND INDEMNIFICATION

9.1 Compliance with Laws. Subject to Section 12.3 below, Service Provider agrees to comply in all material respects with all applicable laws in performing services under this Agreement.

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

10. CERTAIN RESPONSIBILITIES AND OBLIGATIONS OF CUSTOMER

10.1 In connection with the relationship established between Customer and Service Provider under this Agreement:

(a) Except as otherwise expressly permitted under DIR Contract No. DIR-TSO-4378, or the terms of this Agreement, Customer will not permit or authorize any person, legal entity, or other third party to use the Hosted Solution; and

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

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

10.3 The Hosted Solution is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Hosted Solution is not designed or intended for use in any situation where failure or fault of any kind of the Hosted Solution could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). Customer is not licensed to use the Hosted Solution 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 Hosted Solution for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non- controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Customer agrees not to use, distribute or sublicense the use of the Hosted Solution in, or in connection with, any High Risk Use.

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

10.5 Customer will cooperate with and assist Service Provider in the performance of Technical Services under any Services Proposal; will provide the resources specified in the relevant Services Proposal; and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of the relevant Services Proposal. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section 10.5 and the relevant Services Proposal,

Service Provider's ability to provide such Technical Services, meet the performance schedule set forth in such Services Proposal and keep Technical Services fees reasonably in line with any estimates given in the Services Proposal may be adversely affected.

10.6 Notwithstanding any contrary terms, if Customer requests Service Provider to perform Technical Services on or with respect to any third party software that is not Third Party Software, Customer represents and warrants to Service Provider that Customer has all necessary rights to allow Service Provider to do so.

11. CONFIDENTIAL INFORMATION

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

11.2 Each party agrees that, with respect to the Confidential Information of the other party, such party as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 11 committed by any of such party's employees, agents, consultants, contractors or representatives.

12. TERM AND TERMINATION; CERTAIN EFFECTS OF TERMINATION

12.1 Term. Subject to the early termination provisions of Appendix A, Section 11B, to DIR Contract No. DIR-TSO-4378, the initial term of this Agreement will commence on the Effective Date and will expire one (1) year from the Hosted Solution Deployment Date (the "Initial Term"); and such term will automatically renew thereafter for successive terms of one (1) month each, unless and until either party provides at least thirty (30) days advance written notice of non-renewal, or DIR Contract No. DIR-TSO-4378 terminates, in which case this Agreement shall terminate at the end of the first full calendar month following the date of such notice of termination or written notice of non-renewal.

12.2 Early Termination. Early termination of this Agreement will be handled in accordance with Appendix A, Section 11B, of DIR Contract No. DIR-TSO-4378.

12.3 Certain Effects of Termination.

(a) Payments. In the case of any termination or non-renewal of this Agreement, Customer will remain obligated to pay to Service Provider all fees and charges accrued or due for any period or event occurring on or prior to the effective date of termination or expiration of this Agreement in accordance with Appendix A, Section 11B, of DIR Contract No. DIR-TSO-4378.

(b) Cessation of Use. Immediately upon any termination or expiration of this Agreement in accordance with Appendix A, Section 11B, of DIR Contract No. DIR-TSO-4378, Customer shall cease any and all uses of the Hosted Solution and Work Products.

(c) Pending Services Proposals. Unless any pending Services Proposals are also expressly terminated as permitted by this Agreement, upon termination of this Agreement in accordance with Appendix A, Section 11B, of DIR Contract No. DIR-TSO-4378, all Services Proposals then in effect hereunder shall continue in accordance Appendix A, Section 4E, of DIR Contract No. DIR-TSO-4378.

(d) Survival of Obligations. The provisions of this Agreement that by their nature or express terms extend beyond the termination or non-renewal of this Agreement will survive and remain in effect until all obligations thereunder are satisfied. All disclaimers of warranties and limitations of liability set forth in this Agreement will survive any termination or non-renewal of this Agreement.

13. LIMITED WARRANTY; WARRANTY DISCLAIMER

13.1 For a period of sixty (60) days from and after the Hosted Solution Deployment Date, Service Provider warrants to Customer that the Software included in the Hosted Solution, when properly used, will operate substantially in accordance with the Documentation. Customer's sole and exclusive remedy for a non-conformity of the Software to this express limited warranty shall

be as follows: provided that, within the 60-day period, Customer notifies Service Provider in writing of the non-conformity, Service Provider will either: (a) correct the non-conformity, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (b) if Service Provider determines that correction of the non-conformity is not commercially practicable, then terminate this Agreement, in which event Service Provider will refund to Customer all Initial Setup Fees, Subscription Fees, Hosting Fees, Consumption Fees, Technical Services fees and other fees and charges actually paid by Customer to Service Provider under this Agreement prior to the time of such termination. The terms of this limited warranty shall not apply to, and Service Provider shall have no liability for any non-conformity related to, the Hosted Solution if (1) any component of the Hosted Solution has been modified, misused or abused by Customer or a third party or (2) any such non-conformity arises from or is related to problems within or impacting Customer's computing environment, including any Customer third party software applications, hardware, network or internet connectivity. Service Provider does not warrant that the Hosted Solution will meet Customer's requirements or that the operation of the Hosted Solution will be uninterrupted or error free.

13.2 For a period of sixty (60) days from the date of completion of Technical Services, Service Provider warrants to Customer that such Technical Services have been performed in a good and workmanlike manner and substantially according to industry standards. Provided that, within the 60-day period referred to above, Customer notifies Service Provider in writing of any non-conformity of such Technical Services to the foregoing limited warranty, Service Provider's sole obligation, and Customer's sole and exclusive remedy, shall be for Service Provider to use commercially reasonable efforts to re-perform the non-conforming Technical Services in an attempt to correct the non-conformity(ies). If Service Provider is unable to correct such non-conformity(ies) after a reasonable period of time, Customer's sole and exclusive remedy shall be to terminate the Services Proposal under which the non-conforming Services have been performed, in which event Service Provider will refund to Customer any portion of the Technical Services fees under such Services Proposal relating directly to such non-conforming Technical Services actually paid prior to the time of such termination. This warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under this Agreement.

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

13.4 EXCEPT FOR THE WARRANTIES PROVIDED BY A PARTY AS EXPRESSLY SET FORTH IN THIS SECTION 13 OF THIS ATTACHMENT A, EACH PARTY (AND, IN THE CASE OF SERVICE PROVIDER, ITS SUPPLIERS) MAKE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE HOSTED SOLUTION (INCLUDING ANY HARDWARE OR SOFTWARE) OR ANY HOSTING SERVICES OR WORK PRODUCTS PROVIDED OR MADE AVAILABLE FOR USE BY SERVICE PROVIDER TO CUSTOMER UNDER THIS AGREEMENT; AND EACH PARTY (AND, IN THE CASE OF SERVICE PROVIDER, ITS SUPPLIERS) DISCLAIM AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF TITLE, WARRANTIES AGAINST INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. No oral or written information given by Service Provider, its agents, or employees shall create any additional warranty.

14. LIMITATIONS OF LIABILITY

LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10L, TO 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).

FOR CUSTOMERS THAT PROVIDE HEALTHCARE SERVICES: IF CUSTOMER USES THE HOSTED SOLUTION IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT THE HOSTED SOLUTION IS AN ADVISORY DEVICE AND IS NOT INTENDED TO SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF THE CUSTOMER'S USERS OF THE HOSTED SOLUTION.

15. MISCELLANEOUS PROVISIONS

15.1 Force Majeure. Force Majeure shall be handled in accordance with Appendix A, Section 11C, of DIR Contract No. DIR-TSO-4378.

15.2 Governing Law; Venue. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Texas (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. Exclusive venue for any action, suit or proceeding arising out of this Agreement shall be in the state courts of general jurisdiction located in Travis County, Texas.

15.3 Notices. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective when sent and made in writing by either: (a) registered mail, certified mail, return receipt requested, or reputable, national or international overnight courier, in any such case addressed and sent to the address set forth in the first paragraph of this Agreement and to the attention of the person executing this Agreement on behalf of that party, or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have provided, in writing, to the other party in accordance herewith, or (b) via electronic transmission to Service Providercontracts@onbase.com (in the case of Service Provider) or to _____ (in the case of Customer) or to such other address as the party entitled to receive such notice shall have provided, in writing, to the other party in accordance herewith,.

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

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

15.6 Integration. DIR Contract No. DIR-TSO-4378, this Agreement, including any and all attachments, exhibits, schedules and separate written agreements related to any Hosted Solution and referred to herein or therein, the Service Class Manual and the Process Manual set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Customer and Service Provider specifically acknowledge and agree that any other terms varying from or adding to the terms of DIR Contract No. DIR-TSO-4378, its appendices, or this Agreement, whether contained in any purchase order or other electronic, written or oral communication made from Customer to Service Provider are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties and not in conflict with the aforementioned documents. In the event of any conflict among the documents comprising the agreement entered into by the parties, DIR Contract No. DIR-TSO-4378 shall prevail.

15.7 Binding Agreement and Assignment. Customer or Service Provider may assign this Agreement without prior written approval to: i) a successor in interest (for Customer, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of this Agreement under the above terms shall require written notification by the assigning party and, for Service Provider, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

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

15.9 Intentionally Omitted.

15.10 U.S. Government End Users. The terms and conditions of this Agreement shall pertain to the Government's use and/or disclosure of the Software or the Work Products, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this Agreement and/or the delivery of the Software, 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 the Software and Work Products to Service Provider. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software, Work Products or Documentation by the Government is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of DIR Contract No. DIR-TSO-4378, and its appendices shall supersede any conflicting contractual term or conditions.

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

APPENDIX 1 TO ATTACHMENT A
TO
HOSTING AGREEMENT

CERTAIN DEFINED TERMS

(a) “Consumption Fees” means the amounts invoiced by Service Provider to Customer and payable by Customer to Service Provider for storage of data and information in the Hosted Solution in excess of the data storage limitation for the Hosted Solution.

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

(c) “Documentation” means: (1) in the case of the Software, the “Help Files” included in the Software which relate to the functional, operational or performance characteristics of the Software; or (2) in the case of any Work Product, the Specifications (if any) for the Work Product.

(d) “Effective Date” means the date this Agreement is signed by the last party that signs, as determined based upon the dates set forth after their respective signatures.

(e) “Error” means any defect or condition inherent in the Software which causes the Software to fail to function in all material respects as described in the Documentation, and which is reported by Customer in accordance with this Agreement and confirmed by Service Provider.

(f) “Error Correction Services” means Service Provider’s services described in Section 6.2 of Attachment A.

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

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

(i) “Hosted Solution Deployment Date” means the date on which Service Provider sends Customer an e-mail informing that the Hosted Solution is available for configuration.

(j) “Hosted Solution Support” means Technical Support Services, Error Correction Services and the services described in Section 6.3 of this Attachment A.

(k) “Hosting Fees” means the amounts invoiced by Service Provider to Customer and payable by Customer to Service Provider for Hosting Services included in the Hosted Solution. The initial Hosting Fees are set forth in the Purchase Table.

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

(m) “Initial Setup Fee” means the one-time fee invoiced by Service Provider to Customer and payable by Customer to Service Provider for the setup and activation of the Network and the Host Web Site for use.

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

(o) “Optional Hosting Services” means optional services described in the Process Manual which Service Provider offers as Hosting Services, but which are not included in the Standard Hosting Services.

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

(q) “Technical Services” means any Technical services provided by Service Provider under a Services Proposal, including, but not limited to: (1) Software installation; (2) Software implementation and integration, including, but not limited to, the configuration of Software integration modules or business process automation modules; (3) project management; (4)

development of integrations of the Software with other applications using any Software application programming interface (API); and (5) those services listed at <https://www.hyland.com/community>.

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

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

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

(u) “Services Proposal” means either: (i) a proposal developed in accordance with Section 8 of these General Terms and Conditions, which sets forth specific Technical Services Service Provider will provide to Customer and which is signed by Customer and Service Provider; or (ii) a purchase order submitted by Customer and accepted by Service Provider for Technical Services.

(v) “Software” means Service Provider’s proprietary software products included from time to time in the Hosted Solution, including third party software bundled by Service Provider together with Service Provider’s proprietary software products as a unified product.

(w) “Specifications” means the definitive, final functional specifications for Work Products, if any, which are created and documented by Service Provider and delivered to Customer under a Services Proposal.

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

(y) “Subscription Fees” means the amounts invoiced by Service Provider to Customer and payable by Customer to Service Provider for the Software licenses included in the Hosted Solution and Hosted Solution Support related to the Software. The initial Subscription Fees are set forth in the Purchase Table.

(z) “Technical Support Services” means Service Provider’s services described in Section 6.1 of Attachment A.

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

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

(cc) “Work Products” means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, or items created using the configuration tools of the Software, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Service Provider, working either alone or in conjunction with others, in the performance of services under this Agreement.

ATTACHMENT B
TO
HOSTING AGREEMENT

ACCEPTABLE USE POLICY FOR HOSTING

I. INTRODUCTION:

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

User's use of the Hosted Solution constitutes User's acceptance of the terms and conditions of this AUP in effect at the time of such use. Service Provider reserves the right to modify this policy at any time effective upon thirty (30) days written notice to Customer of Service Provider's posting of the modification or revised AUP on Service Provider's website: <https://www.hyland.com/community>.

II. USER OBLIGATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (iv) Providing false or misleading information in message headers or other content, using non-existent domain names or deceptive addressing, or hiding or obscuring information identifying a message's point of origin or transmission path;
- (v) Violating personal privacy rights, except as permitted by law;
- (vi) Sending and collecting responses to spam, unsolicited electronic messages or chain mail; and
- (vii) Engaging in any activities that Service Provider believes, in its sole discretion, might be harmful to Service Provider's operations, public image or reputation.

III. NOTICE:

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

IV. DISCLAIMER:

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

V. WAIVER:

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

VI. QUESTIONS:

If you are unsure of whether any contemplated use or action is permitted, please contact Service Provider, at _____.