HOSTING AGREEMENT
(Hosting Only)

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 Service Class Package: _____ **Initial data storage allocation:** _____ gigabytes **Initial data center location:** US - East	**Hosting Fees:** $/month
Initial Hosted Solution setup and activation	**Initial Setup Fees:** $

This Agreement consists of DIR Contract No. DIR-TSO-4378, 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, which may be purchased by Customer from Service Provider from time to time shall be governed by DIR Contract No. DIR-TSO-4378, its appendices including this Agreement. 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	**SERVICE PROVIDER**
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	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)   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.

(d)   Other Fees. 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) - (c) 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.

(e)   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.

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 12.2 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 under this Agreement, unless and until such default shall have been cured.

3.4   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 THIRD PARTY SOFTWARE

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

4.3   Customer shall be entitled to use one (1) production copy of the Third Party Software. 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 Third Party Software.

4.4   Customer agrees: (a) not to remove 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 Third Party Software or documentation to any third party; (c) not to alter or modify the Third Party Software; and (d) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Third Party Software, or prepare derivative works therefrom.

4.5   Customer acknowledges that, depending on the Third Party Software licensed, the Third Party 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 Third Party Software or related documentation) may grant you additional rights to such open source software.

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. Prior to or on the Effective Date, Service Provider has delivered a then-current copy of the Process Manual to Customer. After the Effective Date, 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. Prior to or on the Effective Date, Service Provider has delivered a then-current copy of the Service Class Manual to Customer. After the Effective Date, 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.

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

6.   HOSTED SOLUTION SUPPORT. In addition to the Maintenance and Support services related to the Software that Service Provider will provide in accordance with the terms of the Maintenance Agreement, Service Provider also agrees to provide maintenance and technical support as described below.

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

6.2   Network, Third Party Software or Host Web Site Defects. With respect to any defects (non-conformity to manufacturer's provided user documentation) in the Network, Third Party Software or Host Web Site which are properly reported by Customer and which are confirmed by Service Provider or its suppliers, in the exercise of their reasonable judgment, Service Provider shall use commercially reasonable efforts to repair the defective component so as to correct the defect, or replace the defective component with a replacement component providing substantially similar functionality. 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.

6.3   Exclusions. 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 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.

6.4   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. 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 Third Party Software, any and all computer hardware and telecommunications or other equipment and computer software, including the Host Web Site and the Network, and including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the components of the Hosted Solution. The Third Party Software and other software components of the Hosted Solution are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Third Party Software, Host Web Site, Network or other hardware or software components of the Hosted Solution are transferred to Customer. Customer agrees that nothing in this 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.   CERTAIN RESPONSIBILITIES AND OBLIGATIONS OF CUSTOMER

8.1   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.

8.2   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/complianceandenforcement/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.

8.3   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.

8.4   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.

9.   TERM AND TERMINATION; CERTAIN EFFECTS OF TERMINATION

9.1   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.

9.2   Early Termination.

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

9.3   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.

        (c)   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 in accordance Appendix A, Section 4E, of DIR Contract No. DIR-TSO-4378.

10.   LIMITED WARRANTY; WARRANTY DISCLAIMER

10.1   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.

10.2   SERVICE PROVIDER AND 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 THIRD PARTY SOFTWARE) OR ANY HOSTING SERVICES 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 warranty.

11.   LIMITATIONS OF LIABILITY

Limitation of Liability shall be handled in accordance with Appendix A, Section 10L of DIR Contract No. DIR-TSO-4378.

12.   MISCELLANEOUS PROVISIONS

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

12.2   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. Venue for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the state courts of general jurisdiction located in Travis County, Texas.

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

12.4   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.

12.5   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.

12.6   Integration. DIR Contract No. DIR-TSO-4378 and 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 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. Variance from or addition to the terms and conditions of this Agreement in any written notification or documentation, from Customer or otherwise, will be of no effect unless expressly agreed to in writing by both parties. 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.

12.7   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.

12.8   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.

12.9   Intentionally Omitted.

12.10   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.

12.11   Confidentiality. Subject to Appendix A, Sections 10I and 10L, to DIR Contract No. DIR-TSO-4378, each party agrees that, with respect to the Confidential Information of the other party, during the term of this Agreement and thereafter, 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 9 committed by any of such party's employees, agents, consultants, contractors or representatives.

APPENDIX 1 TO ATTACHMENT A
TO
HOSTING AGREEMENT

CERTAIN DEFINED TERMS

(a)	"Confidential Information" shall mean, to the extent allowable by the Texas Public Information Act, Customer Data, and all other 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.

(b)	"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.

(c)	"Customer Data" means any and all data and information of Customer stored within the Hosted Solution, which is located within Service Provider's datacenters.

(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)	"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.

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

(g)	"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.

(h)	"Hosted Solution Support" means the services described in Section 6.1 – 6.2 of this Attachment A.

(i)	"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.

(j)	"Hosting Services" means the Standard Hosting Services and any Optional Hosting Services included in the Hosted Solution.

(k)	"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.

(l)	"License Agreement" means the End User License Agreement between Service Provider and Customer dated _____, as the same may be amended from time to time in accordance with the terms thereof.

(m)	"Maintenance Agreement" means the End User License Agreement between Service Provider and Customer dated _____, as the same may be amended from time to time in accordance with the terms thereof.

(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.

(n)	"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.

(o)	"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.

(p)   "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.

(q)   "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.

(r)   "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.

(s)   "Software" shall have the meaning given to such term in the License Agreement.

(t)   "Standard Hosting Services" means the Hosting Services described in the Process Manual as being standard hosting services.

(u)   "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.

(v)   "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.

(w)   "Work Product(s)" shall have the meaning given to such term in the Work 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 _____.