

HYLAND MASTER AGREEMENT

This Master Agreement consists of this document and all schedules (collectively the "Agreement"). As of the Effective Date, the following attached schedules are a part of the Agreement:

- Initial Purchase Table Schedule
- General Terms Schedule
- Software License and Maintenance Schedule - Subscription
- Enterprise License Terms Schedule

All products or services which may be licensed or purchased by Customer from Hyland from time to time under a schedule shall be governed by this Agreement (including any Services Proposal that may be entered into under this Agreement). Customer specifically represents and warrants to Hyland that Customer has read and understands all of the terms and conditions contained in this Agreement prior to entering into this Agreement.

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

FLORIDA HOUSING FINANCE CORPORATION
"CUSTOMER"

By: 

Print Name: Hugh R. Brown

Title: General Counsel

Date: 7-22-20

Tax Information:

(1) Exempt (Provide Tax Exemption Form)

(2) Non-Exempt.

HYLAND SOFTWARE, INC.
"HYLAND"


DocuSigned by:
By: 
7FE85A62E9AE43C...

Print Name: Nancy Person

Title: EVP, Chief Financial Officer

Date: July 24, 2020 | 12:21:20 EDT

Hyland Legal

Approved By:  ^{DS}

Date: July 24, 2020 | 12:04:48 EDT

PURCHASE TABLE SCHEDULE
PURCHASE TABLE (SUBSCRIPTION LICENSE)

INITIAL SOFTWARE LICENSED:		
OnBase® Information Management System		
Business Process Automation Package	1	
Workflow/WorkView Named User Client SL	5	
Full-Page OCR	1	

	Subscription Fees*
Year 1	SUBTOTAL: \$65,694.56/year
	LESS MAINTENANCE FEES PAID: (\$13,501.25)
	LESS MAINTENANCE FEES FOR WORKFLOW/WORKVIEW MAINTENANCE PAID: (\$403.02)
	TOTAL: \$51,790.29

All pricing in the Initial Purchase Table Schedule was determined pursuant to the OMNIA Partners, Public Sector Contract # R190904 ("OMNIA Contract").

*Pricing is contingent on the Effective Date being on or before August 1, 2020.

GENERAL TERMS SCHEDULE

This General Terms Schedule (“General Terms” or “General Terms Schedule”) includes terms that will apply to any product license or service you purchase from Hyland under another Schedule that is made a part of this Agreement. Other Schedules will have more specific terms relevant to the product licensee or service governed by that Schedule. If there is a conflict between the terms of this General Terms Schedule and any other Schedule, the other Schedule shall control with respect to the subject matter of such Schedule. Capitalized terms used in this General Terms Schedule may be defined within this Schedule or within other Schedules to which they are applicable.

1. TERM; TERMINATION; SURVIVAL OF PROVISIONS AFTER EXPIRATION OR TERMINATION.

1.1 Term. This Agreement shall have a term commencing on the Effective Date, and will continue until all Schedules have been terminated in accordance with their terms.

1.2 Termination.

1.2.1 *By Customer*. Except as otherwise stated in a Schedule, Customer may terminate any Schedule for any reason or for no reason, upon not less than thirty (30) days advance written notice to Hyland to such effect.

1.2.2 *By Either Party*. Either party may terminate this Agreement in its entirety or any Schedule, effective immediately upon written notice to the other party, if the other party has committed a breach of a material provision of this Agreement or any Schedule and has failed to cure the breach within thirty (30) days after the receipt of written notice of the breach given by the non-breaching party; provided, that Hyland shall not be required to give Customer any opportunity to cure any breach in the case of a Prohibited Act or breach of the U.S. Government End User section of any Schedule, all of which are considered for all purposes to be material provisions of this Agreement.

1.2.3 *Termination of General Terms Schedule*. Notwithstanding the foregoing, this General Terms Schedule will terminate when and only if all other Schedules have been terminated.

1.3 Certain Effects or Consequences of Termination; Survival of Certain Provisions.

1.3.1 *Generally*. Any termination of this Agreement or any Schedule will not discharge or otherwise affect any pre-termination obligations of either party existing under this Agreement at the time of termination, including Customer’s obligation to pay to Hyland 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 or the applicable Schedule; and all liabilities which have accrued prior to the date of termination shall survive.

1.3.2 *Survival of Certain Obligations*. All provisions of this Agreement or of an applicable Schedule, which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to all sections of these General Terms (except Section 8.13).

1.3.3 *Termination of a Schedule*. If any Schedule under which a license to Software is granted is terminated in accordance with its terms, then this entire Agreement will terminate with respect to the Software licensed under such Schedule. Otherwise, termination of a Schedule will not affect the remaining Schedules.

2. PAYMENT TERMS.

2.1 Purchase Orders. Customer acknowledges and agrees that, when this Agreement is signed by both parties, the parties will treat this Agreement as: (a) Customer’s written purchase order for the matters described in a Purchase Table Schedule, and (b) Hyland’s acceptance of such purchase order.

2.2 Invoicing. All invoices shall be sent electronically by Hyland 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 Hyland. In the event any invoice contains a billing error which is discovered by Hyland, Hyland may issue a new invoice to correct the error.

2.3 General Payment Terms. So long as Customer is not in default of any payment obligations under this Agreement (including any Services Proposal), except as otherwise provided in this Agreement, Customer shall pay in full each invoice issued hereunder net thirty (30) days from the date of Customer’s receipt of such invoice.

2.4 Taxes and Governmental Charges. All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on Hyland’s income). In the event Customer is required by law to withhold taxes, Customer agrees to furnish Hyland all required receipts and documentation

substantiating such payment. If Hyland is required by law to remit any tax or governmental charge on behalf of or for the account of Customer, Customer agrees to reimburse Hyland within thirty (30) days after Hyland notifies Customer in writing of such remittance. Customer agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of Customer, where such certificates are applicable.

2.5 Resolution of Invoice Disputes. If, prior to the due date for payment under any invoice, Customer notifies Hyland in writing that it disputes all or any portion of an amount invoiced, both parties will use reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any amount remains disputed in good faith after such 30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties' executive managers are unable to resolve the dispute within ten (10) calendar days of such meeting, either party thereafter may file litigation in a court of competent jurisdiction under Section 8.1 of these General Terms to seek resolution of the dispute.

2.6 Certain Remedies For Non-Payment or For Late Payment. At the election of Hyland, exercisable by written notice to Customer, any past due amounts (except those amounts properly disputed in accordance with Section 2.5 of these General Terms) under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts invoiced hereunder (except with respect to those amounts on invoices the parties are attempting to resolve under Section 2.5 of these General Terms), which default continues unremedied for at least thirty (30) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any services under this Agreement or any Services Proposal, including the delivery of any Upgrades and Enhancements to Customer, unless and until such default shall have been cured.

2.7 U.S. Dollars; Delivery of Hasps and CDs. All fees, costs and expenses under this Agreement shall be determined and invoiced in, and all payments required to be made in connection with this Agreement shall be made in, U.S. dollars. Delivery of CDs, if any, shall be F.O.B. Hyland's offices in Westlake, Ohio, USA.

2.8 Training. Hyland offers training courses to Customer and its employees as described on Hyland's training web portal (currently, <https://training.onbase.com>). Training fees for such courses shall be determined at Hyland's retail prices in effect at the time Customer registers for training. Hyland shall invoice Customer for applicable training fees upon Customer's registration for each training course and such invoice shall be due and payable in accordance with Section 2.3 above. In the event that Customer prepays for training, then such prepaid training shall expire twelve (12) months from the date Hyland accepts Customer's purchase order for such training. Any training listed in a Purchase Table Schedule will be invoiced upon the Effective Date of such Purchase Table Schedule.

3. CONFIDENTIAL INFORMATION.

3.1 To the extent allowable under Ch. 119, Fla. Stat., "Confidential Information" shall be 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 reference to the other party's information.

3.2 Each party agrees that, with respect to the Confidential Information of the other party, or its affiliates, such party as a recipient shall use the same degree of care to protect the other party's Confidential Information that such party uses to protect its own confidential information, but in any event not less than reasonable care, and not use or disclose to any third party any such Confidential Information, except as may be required by law or court order or as provided under this Agreement. Customer agrees to take all reasonable steps to protect all Software, Hosted Solutions, Add-On Cloud Services, Work Products and Innovations, and any related Documentation, delivered by Hyland to Customer under this Agreement from unauthorized copying or use. Each party shall be liable and responsible for any breach of this Section 3 committed by any of such party's employees, agents, consultants, contractors or representatives.

4. OWNERSHIP AND PROHIBITED CONDUCT.

4.1 Ownership. Hyland and its suppliers own the Software, Work Products, Documentation, Hosted Solutions, Add-On Cloud Services, and Innovations, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the foregoing. The Software,

Documentation, Hosted Solutions, Add-On Cloud Services, and Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software, Hosted Solutions, Add-On Cloud Services, Innovations or Work Products are transferred to Customer. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software, Hosted Solution, Add-On Cloud Services, Documentation, or Work Products, except for the limited express rights granted in this Agreement. Customer acknowledges and agrees that, with respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software and Hosted Solutions, and Add-On Cloud Services, and Hyland's policies respecting Upgrades and Enhancements (including but not limited to its release process). THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. At no time shall Customer file or obtain any lien or security interest in or on any components of the Software, Hosted Solution, Cloud Services, Documentation, or Work Products.

4.2 **Prohibited Conduct.** Customer agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear on or during the use of the Software, Work Products, Documentation, Hosted Solutions, Add-On Cloud Services, or Hosted 3rd Party Software documentation; (b) sell, transfer, rent, lease or sub-license the Software, Work Products, Documentation, Hosted Solutions, Add-On Cloud Services, or Hosted 3rd Party Software documentation to any third party; (c) except as expressly permitted with respect to Work Products, alter or modify the Software, Work Products, Hosted Solutions, Add-On Cloud Services, Documentation or Hosted 3rd Party Software documentation; or (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Software, Work Products, Documentation, Hosted Solutions, Add-On Cloud Services, or Hosted 3rd Party Software documentation, or prepare derivative works therefrom.

5. **DISCLAIMER OF WARRANTIES.**

5.1 EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN THE SCHEDULES MADE PART OF THIS AGREEMENT, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, HOSTED SOLUTION (INCLUDING ANY SOFTWARE OR HARDWARE), ADD-ON CLOUD SERVICES, WORK PRODUCTS, INNOVATIONS, INFORMATION, MAINTENANCE AND SUPPORT, HOSTING SERVICES, PROFESSIONAL SERVICES OR ANY OTHER SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SERVICES PROPOSAL. HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT, HOSTING SERVICES, ADD-ON CLOUD SERVICES, PROFESSIONAL SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE, HOSTED SOLUTION, ADD-ON CLOUD SERVICE, OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

5.2 CUSTOMER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, WORK PRODUCTS, ADD-ON CLOUD SERVICES, MAINTENANCE AND SUPPORT, HOSTING SERVICES AND PROFESSIONAL SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

5.3 HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE, ADD-ON CLOUD SERVICES, HOSTED SOLUTIONS, OR WORK PRODUCTS USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE, HOSTED SOLUTION, ADD-ON CLOUD SERVICES, AND WORK PRODUCTS "AS IS."

5.4 No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

6. **LIMITATIONS OF LIABILITY.**

6.1 EXCEPT AS PROVIDED IN SECTION 6.3 BELOW, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY (INCLUDING IN THE CASE OF HYLAND, ITS SUPPLIERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY TYPE OF CLAIM FOR LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, WORK PRODUCTS OR SERVICES, OR LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, EXPENSES OR COSTS.

6.2 EXCEPT AS PROVIDED IN SECTION 6.3 BELOW, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, HYLAND AND ITS SUPPLIERS' MAXIMUM LIABILITY ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED: THE AMOUNT OF FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO HYLAND AS DESCRIBED IN THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY OF THE FOREGOING, IN NO EVENT SHALL MICROSOFT, AS A SUPPLIER TO HYLAND OF THIRD PARTY SOFTWARE BUNDLED WITH THE SOFTWARE LICENSED UNDER THIS AGREEMENT, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS (\$5.00).

6.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS OF SECTIONS 6.1 AND 6.2 ABOVE, AS APPLICABLE, SHALL NOT APPLY WITH RESPECT TO: (1) ANY CLAIMS, LOSSES OR DAMAGES THAT ARE SUBJECT TO THE RESPONSIBLE PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (2) ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THE RESPONSIBLE PARTY'S BREACH OF SECTION 3 (CONFIDENTIAL INFORMATION) (EXCEPT WITH RESPECT TO "CUSTOMER DATA" AS DEFINED IN THIS AGREEMENT); OR (3) ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S OR CONTRACTOR'S PROHIBITED ACTS.

6.4 IF CUSTOMER USES THE SOFTWARE IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE DOES NOT OFFER MEDICAL INTERPRETATIONS OF DATA, DIAGNOSE PATIENTS, OR RECOMMEND THERAPY OR TREATMENT; THE SOFTWARE IS AN INFORMATION RESOURCE AND IS NOT A SUBSTITUTE FOR THE SKILL, JUDGMENT AND KNOWLEDGE OF CUSTOMER'S USERS OF THE SOFTWARE IN THE PROVISION OF HEALTHCARE SERVICES. IN ADDITION TO THE LIMITATIONS OF LIABILITY PROVIDED HEREIN, HYLAND SHALL NOT HAVE ANY LIABILITY FOR ANY ASPECT OF CUSTOMER'S SERVICES PROVIDED IN CONJUNCTION WITH ITS USE OF THE SOFTWARE.

7. **FORCE MAJEURE.** No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 7 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 7 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

8. GENERAL PROVISIONS.

8.1 **Governing Law; Jurisdiction.** 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 Florida (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Leon County, Florida.

8.2 **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.

8.3 **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.

8.4 **Integration.** This Agreement, including any and all exhibits and schedules referred to herein and any Service Proposal, and the OMNIA Contract set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges and supersedes all prior agreements, negotiations and discussions between them on the same subject matter. Customer acknowledges and agrees in entering into the Agreement and its purchases hereunder are not contingent on the availability of any future functionality, features, programs, or services. 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 Hyland 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 Hyland are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

8.5 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 made in writing and sent to each party, by either: (A) reputable overnight courier, specifying next day delivery to the address specified below or (B) email to the address below or such other email address provided by Customer, without receipt of a notice of failed delivery.

Hyland:

28500 Clemens Road
Westlake, OH 44145
Attn: General Counsel
hylandcontracts@onbase.com

Customer:

227 N. Bronough Street, Suite 5000
Tallahassee, FL 32301
Attn: CIO
David.Hearn@floridahousing.org

8.6 Binding Effect; No Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign, transfer or sublicense all or part of this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by a party of this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of such party's assets that assumes in writing all of such party's obligations and duties under this Agreement. Any assignment made without compliance with the provisions of this Section 8.6 shall be null and void and of no force or effect. Customer acknowledges that Hyland and/or any of its affiliates may fulfill any of Hyland's obligations contemplated by this Agreement.

8.7 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.

8.8 Subcontracting. Hyland may subcontract all or any part of the services, provided that Hyland shall remain responsible to Customer for the provision of any subcontracted services.

8.9 Independent Contractor. The parties acknowledge that Hyland is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing any services.

8.10 Export. Any Software, Hosted Solution, Add-On Cloud Services, Work Products or Documentation provided under this Agreement are subject to export control laws and regulations of the United States and other jurisdictions. Customer agrees to comply fully with all relevant export control laws and regulations, including the regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software, Hosted Solution, Add-On Cloud Services, Work Products or Documentation is not exported in violation of United States of America law or the laws and regulations of other jurisdictions. Customer agrees that it will not export or re-export the Software, Hosted Solution, Add-On Cloud Services, Work Products or Documentation to any organizations or nationals in the United States embargoed territories of Cuba, Iran, North Korea, Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. Customer shall not use the Software, Hosted Solution, Add-On Cloud Services, Work Products, or Documentation for any prohibited end uses under applicable laws and regulations of the United States and other jurisdictions, 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 and other jurisdictions.

8.11 Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to Confidential Information and intellectual property rights will not be adequate for the aggrieved party's protection and, accordingly, the aggrieved party shall have the right to seek, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

8.12 NON-SOLICITATION; NON-HIRE. During the term of this Agreement and for one (1) year after the expiration or termination of this Agreement, neither Customer nor Hyland will:

(a) solicit for employment or for engagement as an independent contractor for the soliciting party or for any other third party a person who is or was an employee of the other party, or otherwise encourage or assist any such person to leave the employ of the other party for any reason, in each case at any time during such person's employment by the other party or within one year (1) after such person has ceased to be an employee of the other party; or

(b) hire or engage, directly or indirectly, as an employee or independent contractor a person: (i) with whom the hiring party had contact or who became known to the hiring party in connection with this Agreement (including during the performance of any Professional Services under a Services Proposal); and (ii) who is or was an employee of the other party, in each case at any time during such person's employment by the other party or within one year (1) after such person has ceased to be an employee of the other party.

Each violation of this provision by a party entitles the other party to liquidated damages (not a penalty) in an amount equal to the greater of: (i) \$50,000.00, or (2) 100% of the employee's annual earnings immediately prior to leaving the other party's service, and, in either case, all costs associated with the collection of such liquidated damages, including, but not limited to, reasonable attorneys' fees. A general advertisement or a request for employment that is initiated exclusively by an employee of the other party shall not be considered a solicitation pursuant to Section 8.12(a). The parties agree that this provision survives the termination of this Agreement.

8.13 Marketing and Publicity.

(a) References and Site Visits. From time to time, upon the reasonable request of Hyland, Customer agrees to make one or more employees available: (i) for telephone interviews with Hyland and/or third parties, relating to Hyland, Customer's use of Hyland's products or services, the benefits Customer has derived from Hyland's products or services or similar topics; and (ii) to participate in customer site visits. Hyland agrees that it shall reimburse Customer for any out-of-pocket travel, lodging, registration and meals costs and expenses that are incurred by any such employees of Customer in connection with any off site visit if applicable, provided that such costs and expenses are reimbursable in accordance with Hyland's expense reimbursement policies, or Florida Statutes, whichever is greater.

(b) Press Release. Either party may, with prior approval of the other party, prepare and issue a press release referring to the other party and relating to the signing of this Agreement, the scope of the relationship and the products or services established under this Agreement.

(c) Case Studies. Hyland may, with the prior approval of Customer, prepare, publish and distribute, for its sales, marketing and advertising purposes, one or more case studies describing any or all of the applications for which Hyland's products or services will be used by Customer (e.g., Accounts Payable).

(d) Limitations. Except as specifically set forth in paragraphs (a) through (c) above, or as necessary to perform its obligations under this Agreement, neither party shall, without the prior written consent of the other party, use the names, services marks or trademarks of such other party nor the name of any employee of such other party, or reveal the existence of or terms of this Agreement, in any advertising or publicity release or promotional literature.

8.14 Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

8.15 Expenses. Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

8.16 Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this 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.

8.17 ShareBase . If Customer is purchasing ShareBase, ShareBase is not governed by the terms of this Agreement, but instead is subject to the ShareBase by Hyland Terms of Use and Subscription, which is available for download at Hyland's ShareBase website, currently <https://app.sharebase.com/legal/terms-of-service/>, <https://app.sharebase.com/legal/privacy-policy/>, and <https://app.sharebase.com/legal/acceptable-use-policy/>.

9. DEFINED TERMS.

The defined terms below shall have the meaning ascribed to them below as used throughout the Agreement. Specific Schedules may also include additional defined terms that are relevant to the terms of that Schedule and these General Terms. Defined terms below may also incorporate defined terms that are defined in a particular Schedule, only if applicable. In the event the same defined term is defined in two (2) or more Schedules, the term shall be given the meaning defined in each Schedule with respect to that Schedule, and, if the term is also used within the General Terms Schedule, the General Terms Schedule shall be interpreted to include all definitions, as the context requires.

"Add-On Cloud Service" means a software as a service offering provided by Hyland that provides additional functionality to Customer's Software solution or Hosted Solution.

"Customer" means Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301.

"Effective Date" means (i) as used in these General Terms and any Schedule included in this Agreement upon the initial signing of the Agreement, the date this Agreement is signed by the last party that signs this Agreement, as determined based upon the dates set forth after their respective signatures, and (ii) as used in any Schedule that is added to this Agreement after the Effective Date as described in (i) of this definition, the date that the amendment adding such Schedule or such Schedule is signed by the last party that signs such amendment or Schedule, as determined based upon the dates set forth after their respective signatures.

"Innovations" means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of this Agreement (including any Services Proposal).

"Prohibited Act" or "Prohibited Acts" means any action taken by Customer that is: (i) in violation of Section 1 of a Software License Schedule - Perpetual or Section 1, 2 or 3 of a Software and Maintenance Schedule – Subscription or Section 2 of a SaaS Schedule; (ii) contrary to Section 4 of these General Terms; or (iii) in violation of any term of any Schedule that is identified within that Schedule to be a Prohibited Act.

"ShareBase" means: (a) a cloud-based solution of services and software for electronic storage, sharing and processing of electronic data, information, files and other content submitted, collected or processed by Customer using the solution; (b) is hosted by Hyland; and (c) is subject to the ShareBase by Hyland Terms of Use and Subscription, which is available for download at Hyland's ShareBase website, currently <https://app.sharebase.com/legal/terms-of-service/>, <https://app.sharebase.com/legal/privacy-policy/>, and <https://app.sharebase.com/legal/acceptable-use-policy/>.

"Software" means: except as otherwise expressly stated in a particular Schedule, (a) Hyland's proprietary software products, listed in the Purchase Table Schedule, and other Hyland proprietary software products for which Customer submits a written purchase order to Hyland (or an authorized solution provider) that Hyland accepts and fulfills, including, in each case, third party software bundled by Hyland together with Hyland's proprietary software products as a unified product; and (b) all Upgrades and Enhancements of the software products described in clause (a) which Customer properly obtains pursuant to this Agreement; Software does not include ShareBase.

SOFTWARE LICENSE AND MAINTENANCE SCHEDULE- SUBSCRIPTION

(Subscription License for Software, includes Maintenance and Support)

As of the Effective Date, this Software License and Maintenance Schedule – Subscription is part of the Hyland Software Master Agreement entered into between Customer and Hyland.

DEFINED TERMS:

All capitalized terms used in this Schedule shall have the meaning ascribed them in this Schedule or, if not defined in this Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this Schedule or the General Terms Schedule, they shall have the meaning ascribed to them elsewhere in this Agreement.

“Delivery” means: (i) the electronic downloading of the Software onto Customer’s systems, (ii) the Software being made available by Hyland to Customer for electronic download onto Customer’s systems; or (iii) the delivery by Hyland to Customer of a Production Certificate for such Software module(s) by Hyland either shipping (physically or electronically) the Production Certificate to Customer or making the Production Certificate available for electronic download by Customer (including through one of Hyland’s authorized solution providers).

“Documentation” means: (1) to the extent available, the “Help Files” included in the Software, or (2) if no such “Help Files” are included in the Software, such other documentation published by Hyland, in each case, which relate to the functional, operational or performance characteristics of the Software.

“Error” means any defect or condition inherent in the Software which is reported by Customer in accordance with this Agreement and which is confirmed by Hyland, that causes the Software to fail to function in any material respect as described in the Documentation.

“Error Correction Services” means Hyland’s reasonable efforts to correct an Error, which may be effected by a reasonable workaround.

“Maintenance and Support” means for Software, (i) Error Correction Services; (ii) Technical Support Services; and (iii) the availability of Upgrades and Enhancements in accordance with this Schedule.

“Production Certificate” means: license codes, a license certificate, or an IFM file issued by Hyland and necessary for Customer to activate Software for Customer’s production use.

“Resolution” means Hyland provides Customer with a reasonable workaround, correction, or modification that solves or mitigates a reported Error.

“Subscription Fees” means periodic fees for the licensing of Software licensed under this Schedule and for Maintenance and Support for such Software, and payable by Customer to Hyland.

“Retired Software” means, at any particular time during a maintenance period covered by this Schedule, any Software product or version of the Software licensed by Customer from Hyland under this Agreement which is identified as being retired on Hyland’s applicable secure end user web site. Hyland will specify on its end user web site Software modules or versions which become Retired Software. The effective date of such change will be twelve (12) months from the date Hyland initially posts the status change on its end user web site, and Customer will receive notice as a registered user of Hyland’s applicable secure end user web site.

“Technical Support Services” means telephone or online technical support related to problems reported by Customer and associated with the operation of any Software, including assistance and advice related to the operation of the Software.

“Upgrades and Enhancements” means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that Hyland makes available to Customer or to Hyland’s end users generally during any maintenance period under this Schedule to correct Errors or deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed Software.

1. SOFTWARE LICENSE.

1.1 Grant of License. Subject to Customer’s payment in full of the Subscription Fees, and subject further to Customer’s compliance with this Agreement, Hyland grants to Customer a revocable, non-exclusive, non-assignable (except as provided in

the General Terms), limited license to the Software, in machine-readable object code form only and associated Documentation; in each case solely for use:

- (a) by Customer internally, and only for storing, processing and accessing Customer's own data; and
- (b) subject to Section 1.7 below, by a third party contractor retained by Customer as a provider of services to Customer ("Contractor"), but only by the Contractor for capturing, storing, processing and accessing Customer's own data in fulfillment of the Contractor's contractual obligations as a service provider to Customer.

The Software and associated Documentation 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 or associated Documentation in any manner not expressly permitted by this Agreement. Software subject to a regulatory control may only be installed in the country identified as the end user location in the purchase order. The Software may be located and hosted on computer servers owned and controlled by a third party. Such third party hosting provider shall be considered a Contractor, and subject to the requirements of Section 1.7 below

1.2 Use Restriction. Each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and the Software may control such use. Software products that are volume-based may: (i) no longer function if applicable volume limits have been exceeded; (ii) require Customer to pay additional fees based on Customer's volume usage; and/or (iii) include functionality which monitors or tracks Customer usage and reports that usage. Customer acknowledges and agrees that additional fees may apply based on Customer's volume usage. 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 users directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Customer is prohibited from using any software other than the Software Client modules or a Software application programming interface (API) 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 Hyland has given its prior written consent to Customer's use of such other software and Customer has paid to Hyland the Subscription Fees with respect to such access. Customer further agrees that the Software shall not be copied and installed on additional servers unless Customer has purchased a license therefore, and the number of users of the Software shall not exceed the number of users permitted by the Software Client licenses purchased by Customer.

1.3 Production and Test Systems. Customer shall be entitled to use one (1) production copy of the Software licensed and one (1) additional copy of the production environment licensed Software for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software in a production environment. In addition, Customer shall also be entitled to license a reasonable number of additional copies of the production environment licensed Software to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration modules of the Software licensed by Customer under this Agreement, and training Customer's employees on the Software ("Test Systems"). Customer may be required to provide to Hyland certain information relating to Customer's intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. Customer's sole recourse in the event of any dissatisfaction with any Software in any non-production system is to stop using such Software and return it to Hyland, provided that, to the extent that Customer is using the Test System for the purposes of testing an Upgrade or Enhancement of the Software prior to implementing the same in Customer's production environment, then Customer may contact Hyland for the provision of Maintenance and Support as described in this Schedule. Customer shall not make any copies of the Software not specifically authorized by this Section 1.3.

1.4 Evaluation Software. From time to time Customer may elect to evaluate certain Software modules ("Evaluation Software") for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for Customer's use in a non-production environment. Notwithstanding anything to the contrary, as to any Evaluation Software, the Agreement and the limited license granted hereby will terminate on the earliest of: (a) last day of the evaluation period specified in the accepted purchase order delivered for such Evaluation Software; or (b) immediately upon the delivery of written notice to such effect by Hyland to Customer. Upon expiration or other termination of such period, Customer immediately shall either (y) discontinue any and all of use of the Evaluation Software and related Documentation and remove the Evaluation Software; or (z) deliver a purchase order for purchase of such Evaluation Software.

1.5 Third Party Licenses. 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 modules licensed, the Software may include open source software governed by an open source license, in which case the

open source license (a copy of which is provided in the Software) may grant you additional rights to such open source software. Additionally, in the case of such software to be downloaded and installed on a mobile device, if such software will be downloaded from the application market or store maintained by the manufacturer of the mobile device, then use of such software will be governed by the license terms for the software included at the applicable application store or market or presented to Customer or Customer's user in the software, and this Agreement will not govern such use.

1.6 Integration Code. If applicable, Software also includes all adapters or connectors created by Hyland and provided to you by Hyland as part of an integration between the Software and a third party line of business application ("Integration Code"). Software also includes any desktop host provided by Hyland and downloaded on a user's computer used to extend functionality in Hyland's web-based products. Such Integration Code and desktop host may only be used in combination with the Software and in accordance with the terms of this Agreement.

1.7 Contractor Use Agreement. Customer agrees that if it desires to allow a Contractor to do any of the following:

(a) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs");

(b) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or

(c) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community), either through Contractor's use of Customer's own log-in credentials or through credentials received directly or indirectly by Contractor;

then, Customer must cause such Contractor to execute a use agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). Customer understands and agrees that: (x) Customer may not allow a Contractor to do any of the foregoing if such Contractor has not signed a Contractor Use Agreement, and (y) Contractors may use the Software only in compliance with the terms of this Agreement, and (z) Customer is responsible for such compliance by all Contractors that do not execute a Contractor Use Agreement. Customer agrees that it shall indemnify Hyland from and against all claims, liabilities, losses, damages and costs, including, but not limited to, reasonable attorneys' fees and court costs, which are suffered or incurred by Hyland and arise from or in connection with the breach or noncompliance with the terms of this Agreement by any Contractor that does not sign a Contractor Use Agreement.

1.8 No High Risk Use. The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). Customer is not licensed to use the Software in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Software for administrative purposes, as an information resource for medical professionals, 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 Software in, or in connection with, any High Risk Use." Customer agrees to indemnify and hold harmless Hyland from any third-party claim arising out of Customer's use of the Software in connection with any High Risk Use.

1.9 Audit Rights. Upon reasonable notice to Customer, Hyland shall be permitted access to audit Customer's use of the Software solely in order to determine Customer's compliance with the licensing and pricing terms this Agreement, including, where applicable, to measure Customer's volume usage. Additionally, if requested by Hyland in connection with Software licensed on a volume basis, Customer shall provide reports that show Customer's volume usage. Customer shall reasonably cooperate with Hyland 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 Hyland's prior written approval, and that Customer has not relied on the future availability of any programs or services in entering into this Agreement.

1.10 AnyDoc. 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 Hyland to maintain Customer's continued right to use. The USPS has contractually required Hyland 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. Hyland regularly updates the zip code list as part of Maintenance and Support for the AccuZip module.

1.11 The Software may contain functionality that allows Customer to access, link or integrate the Software with Customer's applications or applications or services provided by third parties. Hyland has no responsibility for such applications or services, websites or content and does not endorse any third party web sites, applications or services that may be linked or integrated through the Software; any activities engaged in by Customer with such third parties is solely between Customer and such third party.

2. SUBSCRIPTION FEES. Customer shall pay Subscription Fees to Hyland for the Software licensed hereunder in such amounts as are invoiced by Hyland; provided, that during the Initial Term of this Schedule (as defined in Section 8 of this Schedule), Customer shall pay Subscription Fees to Hyland for the initial Software licensed hereunder in accordance with the applicable Purchase Table Schedule. Following expiration of the Initial Term of this Schedule, Hyland may increase the Subscription Fees for the Software for any renewal period by up to three percent (3%) of the previous year's Subscription Fees. Hyland will invoice Customer on or after the Effective Date for Subscription Fees for the first year of the Initial Term. Such invoice shall be due and payable by Customer to Hyland in accordance with the General Terms. For any subsequent years, Hyland will invoice Customer for Subscription Fees at least sixty (60) days prior to the beginning of such year, and such invoices shall be due and payable by Customer to Hyland on or before the beginning of such year. In the event Customer licenses additional Software modules under this Agreement, Hyland will invoice Customer for Subscription Fees for such additional Software modules on a pro rata basis upon Hyland's acceptance of the purchase order for such additional Software modules. Such invoice shall be due and payable by Customer to Hyland in accordance with the General Terms. Thereafter, Subscription Fees relating to such additional Software shall be included in the subsequent invoices issued with respect to the existing licensed Software.

3. ADD-ON CLOUD SERVICES. If Customer subscribes to an Add-On Cloud Service, the fees for such Add-On Cloud Service will be invoiced on a periodic basis, in advance, and Customer shall pay such invoices in accordance with the General Terms Schedule. Some Add-On Cloud Services may be priced on a volume basis, for which Add-On Cloud Services fees may be invoiced in arrears based on the applicable volume usage. Add-On Cloud Services may be subject to an additional Schedule.

4. U.S. GOVERNMENT END USERS. To the extent applicable to Customer, the terms and conditions of this Agreement shall pertain to the U.S. Government's use and/or disclosure of the Software and Add-On Cloud Services, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this Agreement and/or the Delivery of the Software and Add-On Cloud Services, the U.S. Government hereby agrees that the Software and Add-On Cloud Services qualify as "commercial" computer software within the meaning of ALL U.S. federal acquisition regulation(s) applicable to this procurement and that the Software and Add-On Cloud Services are developed exclusively at private expense. If this license fails to meet the U.S. Government's needs or is inconsistent in any respect with Federal law, the U.S. Government agrees to return this Software and Add-On Cloud Services to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software and Add-On Cloud Services, or Documentation by the U.S. Government is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of this Agreement shall supersede any conflicting contractual term or conditions.

5. MAINTENANCE AND SUPPORT FOR SOFTWARE AND RETIRED SOFTWARE.

5.1 MAINTENANCE AND SUPPORT TERMS. Except with respect to Retired Software, Hyland will provide Maintenance and Support in accordance with the Maintenance and Support Prioritization Attachment attached hereto.

(a) Technical Support Services. Hyland will provide telephone or online technical support related to problems reported by Customer and associated with the operation of any Software, including assistance and advice related to the operation of the Software. Technical Support Services are not available for Retired Software.

(b) Error Correction Services. With respect to any Errors in the Software which are reported by Customer and which are confirmed by Hyland, in the exercise of its reasonable judgment, Hyland will use its reasonable efforts to correct the Error, which may be effected by a reasonable workaround. Hyland shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Customer. Hyland may elect to correct the Error in the current available or in the next available commercially released version of the Software and the Resolution may require the Customer to implement an Upgrade and Enhancement to obtain the correction. Error Correction Services are not available for Retired Software.

(c) Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services.

(1) Customer Reporting Requirements. In requesting Technical Support Services and Error Correction Services, Customer will submit such requests through Hyland's secure end user website, the details of which will be separately provided to Customer. Once such request is submitted through the end user website, Customer may call for Level 1 or Level 2 Severity Levels (support numbers are available through Hyland's secure end user website). In the

case of reporting an Error, Customer will provide Hyland with as much information and access to systems as reasonably possible to enable Hyland to investigate and attempt to identify and verify the Error. Customer will work with Hyland support personnel during the problem isolation process, as reasonably needed. Customer will notify Hyland of any configuration changes, such as network installation/expansion, Software upgrades, relocations, etc.

(2) Hyland Response Procedures. Hyland shall respond to all Technical Support Services requests and Error Correction Services requests in accordance with the Maintenance and Support Prioritization Attachment. With respect to Errors: (a) Hyland will respond based on the confirmed severity level of an Error; (b) Hyland may reclassify Errors as it learns information about such Errors during the resolution process; and (c) Hyland's obligation for a reported Error concludes upon delivery of a Resolution in accordance with the Maintenance and Support Prioritization Attachment.

(d) Upgrades and Enhancements. Hyland will provide, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site (currently www.hyland.com/community), all Upgrades and Enhancements, if and when released during the term of this Section 4. Upgrades and Enhancements are not available for Retired Software.

5.2 EXCLUSIONS.

(a) Generally. Hyland is not responsible for providing, or obligated to provide, Maintenance and Support under this Agreement: (1) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any error or defect in any configuration of the Software, which activities in any such case were undertaken by any party other than Hyland; (2) in connection with any Error if Hyland has previously provided corrections for such Error which Customer fails to implement; (3) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Hyland), hardware or any system or networking utilized by Customer; (4) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Maintenance and Support to Customer with respect to the Software. Maintenance and Support does not include any services that Hyland may provide in connection with assisting or completing an upgrade of Software with any available Upgrade and Enhancement.

(b) Work Products. Maintenance and Support is not provided for any Work Products (as defined in the Professional Services Schedule); however, if Customer desires Maintenance and Support regarding the operation or use of such Work Products, Customer may request such Maintenance and Support and the parties may agree to enter into a Services Proposal for such Maintenance and Support in accordance with the terms of the Professional Services Schedule.

(c) Excluded Software and Hardware. This Schedule does not govern, and Hyland shall not be responsible for, the maintenance or support of any software other than Software, or for any hardware or equipment of any kind or nature, whether or not obtained by Customer from Hyland.

5.3 CERTAIN OTHER RESPONSIBILITIES OF CUSTOMER.

(a) Operation of the Software and Related Systems. Customer acknowledges and agrees that it is solely responsible for the operation, configuration, supervision, management and control of the Software and all related hardware and software (including the database software). Customer is solely responsible for: obtaining or providing training for its personnel; taking appropriate measures to isolate and backup or otherwise archive its computer systems, programs, data or files; and instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use.

(b) Access to Premises and Systems. Customer shall make available reasonable access and use of Customer's premises, and online access to Customer's computer hardware, peripherals, Software and other software as Hyland deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support. Accordingly, Customer shall install and maintain means of communication and the appropriate communications software as mutually agreed upon by Hyland and Customer and an adequate connection with Hyland to facilitate Hyland's on-line Maintenance and Support. Such right of access and use shall be provided at no cost or charge to Hyland.

5.4 PROFESSIONAL SERVICES FOR PROJECTS NOT COVERED BY TECHNICAL SUPPORT SERVICES OR ERROR CORRECTION SERVICES. If Customer requests Professional Services which are outside the scope of Technical Support Services or Error Correction Services, Customer agrees that such services shall not be covered by this Section 5 and such services only shall be engaged pursuant to a Services Proposal under an applicable Professional Services Schedule.

6. LIMITED WARRANTY FOR SOFTWARE

6.1 Software Warranty. For a period of sixty (60) days from and including the date a Software module listed in the Purchase Table Schedule identifying the Software licenses initially purchased by Customer under this Schedule, has been Delivered to Customer, and for a period of sixty (60) days from and including the date any other Software module has been Delivered to Customer, Hyland warrants to Customer that such Software module, when properly installed and properly used, will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to: (a) any Retired Software modules; or (b) any Software module that has been (i) modified by Customer or a third party, (ii) used in combination with equipment or software other than that which is consistent with the Documentation, or (iii) misused or abused.

6.2 Remedy. Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranties under Sections 6.1 shall be as follows: provided that, within the applicable period, Customer notifies Hyland in writing of the non-conformity, Hyland will either (a) repair or replace the non-conforming Software module, which may include the delivery of a reasonable workaround for the non-conformity; or (b) if Hyland determines that repair or replacement of the Software module is not practicable, then terminate this Agreement with respect to the non-conforming Software module, in which event, upon compliance by Customer with its obligations under Section 8.2 of this Schedule, Hyland will refund any portion of the Subscription Fees paid prior to the time of such termination with respect to such Software.

7. INFRINGEMENT INDEMNIFICATION.

7.1 Generally. To the extent allowable under section 768.28, Fla. Stat., Hyland agrees to indemnify Customer against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Customer based upon any infringement or misappropriation by the Software of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (a) is notified immediately after Customer receives notice of such claim; (b) is solely in charge of the defense of and any settlement negotiations with respect to such claim, provided that Hyland will not settle any such claim without the prior written consent of Customer if such settlement contains a stipulation to or admission or acknowledgement of any liability or wrongdoing on the part of Customer or otherwise requires payment by Customer; (c) receives Customer's reasonable cooperation in the defense or settlement of such claim; and (d) has the right, upon either the occurrence of or the likelihood (in the opinion of Hyland) of the occurrence of a finding of infringement or misappropriation, either to procure for Customer the right to continue use of the Software, or to replace the relevant portions of the Software or with other equivalent, non-infringing portions.

7.2 Removal and Refund. If Hyland is unable to accomplish either of the options set forth in Section 7.1(d), Hyland shall remove the infringing portion of the Software and refund to Customer the "unused portion of prepaid Subscription Fees" (as defined below) paid by Customer, with respect to the infringing portion of the Software. For these purposes, the "unused portion of the prepaid Subscription Fees" shall mean an amount equal to the total Subscription Fees paid by Customer for the infringing portion of the Software for the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, and the denominator of which shall be twelve (12).

7.3 Exclusions. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to indemnify any claims made against Customer and otherwise described in Section 7.1 that arise from: (a) use of the Software by Customer other than as expressly permitted by this Agreement; (b) the combination of the Software with any product not furnished by Hyland to Customer; (c) the modification or addition to of the Software other than by Hyland or any of its authorized solution providers specifically retained by Hyland to provide such modification or addition; or (d) the Customer's business methods or processes.

7.4 THIS SECTION 7 STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE SOFTWARE.

8. TERM; TERMINATION.

8.1 TERM. Subject to the early termination provisions below, the initial term of this Schedule will be the one (1) year period that commences on the Effective 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, in which case this Schedule shall terminate at the end of the then current term. Either party may terminate this Schedule pursuant to Section 1.2.2 of the General Terms; Section 1.2.1 of the General Terms shall not apply to this Schedule.

8.2 Additional Effects or Consequences of Termination. In addition to Section 1.3 of the General Terms Schedule, upon any termination of this Software License and Maintenance Schedule - Subscription in its entirety, any license to use the Software will automatically terminate without other or further action on the part of any party; and Customer shall immediately: (a)

discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation to Hyland, or (2) with the prior permission of Hyland, destroy the Software and Documentation and certify in writing to Hyland that Customer has completed such destruction.

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MAINTENANCE AND SUPPORT PRIORITIZATION ATTACHMENT

Severity Level	Description	Hyland Response
Level 1	“Level 1” means any Error that causes total or substantial Software failure, which means that the Software is down and Customer is unable to access the Software in any way within their production environment.	<p>Upon receiving notification from Customer, Hyland’s Technical Support contact will immediately notify a support Manager. Within thirty (30) minutes, the Manager will notify a member of Senior Management or a Vice President.</p> <p>If there is no Resolution within two (2) hours of the Customer’s notice, Hyland will place the Customer on the High Visibility Ticker (HVT).</p> <p>If there is no Resolution within four (4) hours of the Customer’s notice or by the end of business of that day, Hyland will designate the Error as Code Blue. Designation as Code Blue means a resolution team is immediately formed for the Level 1 Error and the resolution team provides continuous updates on all issues of change or status to all C-Level Executives and Vice Presidents of Hyland, and all of Hyland employees are made aware that the Customer is on Code Blue.</p> <p>To provide a Resolution, Hyland will match the Customer’s effort, up to and including 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution.</p>
Level 2	“Level 2” means an Error that causes substantial Software failure which prevents a portion of Customer’s users from accessing the Software in any way within the production environment.	<p>Upon receiving notification from Customer, Hyland’s Technical Support contact will notify a support Manager within sixty (60) minutes. Within two (2) hours, the Manager will notify a member of Senior Management or Vice President.</p> <p>If there is no Resolution by the end of business on that day, Hyland will place the Customer on Hyland’s High Visibility Ticker.</p> <p>If there is no Resolution within twenty-four (24) hours of Customer’s notice, Hyland will designate the Error as Code Blue.</p> <p>To provide a Resolution, Hyland will match Customer’s efforts up to 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution.</p>
Level 3	“Level 3” means that the Software is usable except that an Error causes an ongoing, system-wide, severe performance degradation.	To provide a Resolution, Hyland will match Customer’s efforts up to 5 days/week, 16 hours/day, through holidays and weekends until there is a Resolution.
Level 4	“Level 4” means that the Software is usable except that an Error prevents a specific feature or functionality from working.	To provide a Resolution, Hyland will use reasonable efforts during regular support hours.
Level 5	“Level 5” means that the Software is usable except that an Error causes a trivial inconvenience and the task can be completed in another way	Standard Maintenance and Support.
Level 6	“Level 6” means Technical Support Services.	Standard Maintenance and Support.

*Notwithstanding the above, Maintenance and Support for the Pacsgear Software is limited to the following hours:
- for Customers in Europe: 8:00-5:00 UK Time (GMT +1)
- for all other Customers: 7:00-7:00 Central Time

ENTERPRISE LICENSE SCHEDULE

As of the Effective Date, this Enterprise License Schedule is part of the Hyland Master Agreement entered into between Customer and Hyland.

All capitalized terms used in this Schedule shall have the meaning ascribed them in this Schedule or, if not defined in this Schedule, the General Terms Schedule. If any capitalized terms used herein are not defined in this Schedule or the General Terms Schedule, they shall have the meaning ascribed to them elsewhere in this Agreement.

1. ADDITIONAL SUBSCRIPTION FEES FOR THE ENTERPRISE LICENSE. The parties agree that Customer's Worker Population (as defined below), as of the Effective Date is 130 (the "Initial Worker Population"). Customer agrees that subsequent determinations of the Worker Population will be made consistent with the method used to arrive at the Initial Worker Population. Customer agrees that if the Worker Population increases, additional Subscription Fees relating to the following Software modules: Enterprise Concurrent Client, Enterprise Workflow and Enterprise Scanning (collectively, the "Enterprise License") shall be due and payable, as described below. As used herein, Worker Population consists of: (1) all employees who received W-2s (or a successor form) issued by or on behalf of the Customer with respect to the preceding calendar year; and (2) all non-US employees of Customer.

1.1 Customer Determination. Commencing with ninety (90) days prior to the expiration of the Initial Term (the month and day of such date comprising the "Audit Date") and as of each Audit Date occurring annually thereafter during the term of this Agreement, Customer will report to Hyland in writing its Worker Population thirty (30) days prior to the Audit Date of that same calendar year (the "Customer Determination"). Hyland may object to such Customer Determination and, in connection with any such objection, Customer agrees to provide Hyland with access to Customer's records in order for Hyland to verify the accuracy of the Customer Determination.

1.2 Disputed Process for Customer Determination. If, following the review of Customer's records, Hyland still objects to the Customer Determination, the parties will meet within 10 days in a good faith effort to resolve the dispute. If, within twenty (20) days of Hyland's objection, the parties have not resolved the dispute, either party may submit such dispute to Deloitte & Touche, who shall act as an independent consultant ("Independent Consultant"). The Independent Consultant will determine the procedure to be followed to resolve the dispute. The parties will provide to the Independent Consultant such information, and access to such records as requested. The Independent Consultant will promptly report, in writing, to Hyland and Customer a calculation of the Worker Population in accordance with this Agreement. Such determination will be the Worker Population for that calendar year. Hyland and Customer will share equally all fees invoiced by Independent Consultant for services rendered.

1.3 Additional Subscription Fees. Upon each increase of the Worker Population that causes the Worker Population to cross an Enterprise License Tier (as defined below), the Subscription Fees will increase by ten percent (10%) of the then-current fees. For clarity, this increase is not in addition to the increase of Subscription Fees, as applicable, under the Software License and Maintenance Schedule - Subscription; the Subscription Fees will increase by the greater of the increase to such fees under the Software License and Maintenance Schedule - Subscription or this provision. "Enterprise License Tier" means: (i) in the case of the first Enterprise License Tier, the number which is 13 above the Initial Worker Population, and (ii) in the case of subsequent Enterprise License Tiers, each number that is greater than the previous Enterprise License Tier by 13. For example, since the Initial Worker Population is 130, the Enterprise License Tiers are: 143, 156, 169, etc. Hyland will invoice Customer for additional Subscription Fees determined on a prorated basis. Customer will pay invoices for additional Subscription Fees net thirty (30) days from receipt of the invoice. In the event that the Worker Population decreases, the parties acknowledge and agree that Customer will not receive a refund of any Subscription Fees that Customer has previously paid to Hyland, even if the decrease causes the Worker Population to fall below an Enterprise License Tier.

2. TERM; TERMINATION. The Term; Termination provision from the applicable Software License and Maintenance Schedule- Subscription is restated as if rewritten herein.