

**HYLAND SOFTWARE, INC.
PROFESSIONAL SERVICES TERMS AND CONDITIONS
LAWLOGIX PRODUCTS**

These Professional Services Terms and Conditions (“PS Terms”) apply to the organization (“Customer”) purchasing Professional Services in connection with LawLogix software-as-a-service products from Hyland Software, Inc. (“Hyland”) pursuant to a mutually agreed to order form, statement of work, or service proposal between the parties (together, “Service Order”). These PS Terms are incorporated in and made a part of all Service Orders referencing these PS Terms.

1. DEFINED TERMS.

“Deliverables” means any reports, analyses, scripts, automation, code or other work results which have been delivered by Hyland to Customer within the framework of fulfilling obligations under a Service Order.

“Professional Services” shall mean the services performed by Hyland under a Service Order.

“Software” means Hyland’s proprietary software products for which Customer has obtained a valid license from Hyland or one of its authorized solution providers.

“Specifications” means the definitive, final functional specifications for Deliverables, if any, produced by Hyland in performance of the Professional Services.

- 2. FULFILLMENT.** Hyland will provide the Professional Services as stated in the Service Order at a time and on a schedule that is mutually agreed upon by the parties. If any delays in such Professional Services occur solely as a result of any incorrect information, incorrect assumption or failure of Customer to perform or fulfill its obligations in connection with a Service Order, the performance schedule for the applicable project may be extended. Hyland shall have no liability or responsibility for any costs or expenses resulting from such delays.

3. CUSTOMER’S OBLIGATIONS.

- A. Assistance and Obligations.** Customer agrees that it will cooperate with and assist Hyland in the performance of Professional Services; will provide the resources specified in the relevant Service Order; and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of the Service Order. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section and the Service Order, Hyland’s ability to provide such Professional Services, meet the performance schedule set forth in such Service Order, if any, and keep services fees reasonably in line with any estimates given in a Service Order may be adversely affected.
- B. Third Party Software Rights.** Notwithstanding any contrary terms, if Customer requests Hyland to perform Professional Services on or with respect to any third party software, Customer represents and warrants to Hyland that Customer has all necessary rights to allow Hyland to do so.
- C. Protection of Customer’s Systems.** EXCEPT AS IT RELATES TO A HOSTED SOLUTION HOSTED BY HYLAND, CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.
- D. Safe Work Environment.** Customer will be responsible for and shall ensure that while Hyland employees, agents or subcontractors are on Customer’s premises (if required), all proper and legal health and safety precautions are in place and fully operational to protect such persons.

4. PAYMENT TERMS.

- A. Fees and Expenses.** Customer agrees to pay Hyland for all Professional Services ordered on an applicable Service Order. Unless otherwise specified in a Service Order, all amounts due to Hyland are non-cancelable and the sums paid nonrefundable.
- B. Invoice Terms.** Customer shall pay in full each invoice issued hereunder net thirty (30) days from the date of Customer's receipt of such invoice. All past due amounts 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 due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of Professional Services unless and until such default has been cured.
- C. Taxes.** All payments 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.

5. CONFIDENTIAL INFORMATION.

- A.** "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: (i) is or becomes generally known to the public without breach of this section by the recipient, or (ii) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (iii) 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 (iv) is demonstrated by recipient to have been independently developed by recipient without reference to the other party's information.
- B.** 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 these PS Terms. Customer agrees to take all reasonable steps to protect all Software and Deliverables, and any related Documentation, delivered by Hyland to Customer under a Service Order from unauthorized copying or use. Each party shall be liable and responsible for any breach of this Section 5 committed by any of such party's employees, agents, consultants, contractors or representatives.

- 6. PROPRIETARY RIGHTS.** Hyland, its licensors, or its suppliers retain all right, title, and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to the Software, the Professional Services, the Deliverables, and any and all related and underlying software (including interfaces created by Hyland), databases, technology, reports and documentation, and any adaptation, modification, derivation, addition or extension to the Software and Professional Services. Customer owns all right, title and interest in, and to, all data provided by Customer in connection with the Professional Services ("Customer Data"), and all Customer Data is deemed Confidential Information.

7. LIMITED WARRANTY FOR SERVICES AND DELIVERABLES

- A. Limited Warranty for Professional Services.** For a period of sixty (60) days from the date of completion of Professional Services, Hyland warrants to Customer that such Professional Services have

been performed in a good and workmanlike manner and substantially according to industry standards. This warranty specifically excludes (a) non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under a Service Order.

- B. Limited Warranty for Deliverables.** For a period of sixty (60) days from and including the date that Hyland has delivered a completed Deliverable to Customer, Hyland warrants to Customer that such Deliverable, when properly installed and properly used, will function in all material respects as described in the Specifications. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Deliverable that has been (a) modified or added to by Customer or a third party, (b) used in combination with equipment or software other than that which is consistent with the Specifications, or (c) misused or abused.
- C. Remedy.** Hyland's sole obligation, and Customer's sole and exclusive remedy for any non-conformities to the express limited warranties under this section shall be as follows: provided that, within the applicable sixty (60)-day period, Customer notifies Hyland in writing of the non-conformity, Hyland will use commercially reasonable efforts to re-perform the non-conforming services in an attempt to correct the non-conformity(ies), or, in the case of a Deliverable, either repair or replace the non-conforming Deliverable, which may include the delivery of a commercially reasonable workaround for the non-conformity. If Hyland is unable to correct such non-conformity(ies) after a reasonable period of time or determines that repair or replacement of the Deliverable is not commercially reasonable, Customer's sole and exclusive remedy shall be to terminate the Service Order, in which event Hyland will refund to Customer any portion of the services fees under such Service Order relating directly to such non-conforming Professional Services or to the creation and implementation of the non-conforming Deliverable, in either case paid prior to the time of such termination.
- D. Disclaimer of Warranties.** Except as expressly set forth above, Hyland makes no warranty or representations regarding any Deliverables, information or services provided under a Service Order. Hyland disclaims and excludes any and all other express, implied and statutory warranties, including, without limitation, 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 does not warrant that any services, Deliverables provided will satisfy Customer's requirements or are without defect or error, or that the operation of any software provided under a Service Order will be uninterrupted. Hyland does not assume any liability whatsoever with respect to any third party hardware, firmware, software or services.

8. TERMINATION.

- A. Termination for Breach.** Either party may notify the other in writing in case of the other's alleged breach of a material provision of these PS Terms and/or an applicable Service Order. The recipient shall have sixty (60) days from the date of receipt of such notice to effect a cure. If the recipient of the notice fails to effect a cure within such period, then the sender of the notice shall have the option of sending a written notice of termination of the applicable Service Order, which notice shall take effect upon receipt.
- B. Effect of Termination.** In the event of any termination of a Service Order, Customer agrees to compensate Hyland for all Professional Services already performed prior to, and including, the date of termination, except to the extent that Hyland has breached its obligations to perform such Professional Services and such breach is the cause of such termination.

9. LIMITATION OF LIABILITY.

- A. LIMITATION ON TYPES OF RECOVERABLE DAMAGES.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, GOODWILL, USE, DATA LOSS OR OTHER INTANGIBLE ITEMS SUCH AS BUSINESS INTERRUPTION OR THE COST OF RECOVERING SUCH DATA) EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

- B. CAP ON DIRECT DAMAGES.** EXCEPT FOR ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING UNDER OR IN RELATION TO THIS AGREEMENT, (OTHER THAN CUSTOMER'S OBLIGATION TO PAY FEES) WILL BE LIMITED TO THE AMOUNT CUSTOMER PAID TO HYLAND FOR PROFESSIONAL SERVICES UNDER THE SERVICE ORDER.

10. GENERAL TERMS.

- A. Force Majeure.** No failure, delay or default in performance of any obligation of a party under the Service Order (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 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 under the Service Order is postponed or extended pursuant to this section for longer than ninety (90) calendar days, Customer, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate Hyland's right to render further performance of services after the effective date of termination; provided, that Customer will be responsible for payment for the services provided by Hyland through the effective date of termination in accordance with these PS Terms.
- B. Governing Law and Jurisdiction.** Any claim, action, suit, proceeding or dispute arising out of the Service Order shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio U.S.A. (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 and jurisdiction for any action, suit or proceeding arising out of this Services Proposal shall vest exclusively in the federal or state courts of general jurisdiction located in Cuyahoga County, Ohio U.S.A.
- C. Binding Effect and Assignments.** This Services Proposal shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under a Service Order SOW, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.
- D. Entire Agreement.** These PS Terms constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. To the extent there is a conflict between these PS Terms and the Service Order, these PS Terms shall control.