

**End User License Agreement for Subscription Software
(Domestic Version)
IMPORTANT- READ CAREFULLY**

This End User License Agreement for Subscription Software (“EULA”) is made between Hyland Software, Inc. (“Hyland”), 28500 Clemens Road, Westlake, Ohio 44145 , and County of Santa Barbara, Department of Social Services (“User” or “Customer”), 2125 South Centerpointe Parkway, Santa Maria, CA 93454, with respect to the licensing of the Hyland’s proprietary software products described on Attachment A attached hereto, including, in each case, third party software bundled by Hyland as part of a unified product (“Software”).

DEFINED TERMS: All capitalized terms used in this EULA shall have the meaning ascribed them in this EULA.

“Delivery” means: (i) the electronic downloading of the Software onto User’s systems, (ii) the Software being made available by Hyland to User for electronic download onto User’s systems; or (iii) the delivery by Hyland to User of a Production Certificate for such Software module(s) by Hyland either shipping (physically or electronically) the Production Certificate to User or making the Production Certificate available for electronic download by User (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 (Hyland user guides, help documentation, training materials) published by Hyland, in each case, which relate to the functional, operational or performance characteristics of the Software.

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

“Maintenance and Support” means the maintenance and support for the Software provided to the User in relation to the Software by Solution Provider under the Subscription Agreement.

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

“Prohibited Act” or “Prohibited Acts” means any action taken by User that is: (i) in violation of Section 1 of this EULA; (ii) contrary to or in violation of Section 2 of this EULA.

“Solution Provider” means the authorized solution provider of Hyland through which User has subscribed for the Software.

“Subscription Agreement” means the agreement entered between User and Solution Provider for Maintenance and Support of the Software licensed under this EULA.

“Subscription Fees” means periodic fees for the licensing of Software and Maintenance and Support as mutually agreed between User and Solution Provider and payable by User to Solution Provider, unless otherwise notified by Hyland to User.

“Retired Software” means, at any particular time during a maintenance period covered by the Subscription Agreement, any Software product or version of the Software licensed by User from Hyland under this EULA 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 User will receive notice as a registered user of Hyland’s applicable secure end user web site.

“Occasional User (100 days)” means, Occasional User (100 Days): Includes access for up to 100 login days per year. Users will have all the capability included in the user tier selected (Essential, Standard, or Premier) but are limited in to 100 login days per year. If a customer accesses the system more than 100 days per year, a full user license may be required.

1. LICENSE:

1.1 Subject to User’s payment in full of the Software Subscription Fees to Solution Provider, and subject further to User’s compliance with this EULA, Hyland grants to User a revocable, non-exclusive, non-assignable (except as provided in this EULA), limited license to the Software, in machine-readable object code form only and associated Documentation; in each case, solely for use:

(a) by User internally, and only for storing, processing and accessing User’s own data; and

(b) subject to Section 1.7 below, by a third party contractor retained by User as a provider of services to User (“Contractor”), but only by the Contractor for capturing, storing, processing and accessing User’s own data in fulfillment of the Contractor’s contractual obligations as a service provider to User.

The Software and associated Documentation are licensed for use by a single organization and may not be used for the processing of third-party data as a service bureau, application service provider or otherwise. User shall not make any use of the Software or associated Documentation in any manner not expressly permitted by this EULA. 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 User to pay additional fees based on User’s volume usage; and/or (iii) include functionality which monitors or tracks User’s usage and reports that

usage. User may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. User is prohibited from using any software other than the Software Client modules or 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 User’s use of such other software and User has paid the Subscription Fees with respect to such access. User further agrees that the Software shall not be copied and installed on additional servers unless User 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 User.

1.3 Production and Test Systems. User 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. Subject to the payment of any additional applicable license fees or subscription fees, User shall 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 User under this EULA, and training User’s employees on the Software (“Test Systems”). User may be required to provide to Hyland certain information relating to User’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. User’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. User shall not make any copies of the Software not specifically authorized in this Section 1.3.

1.4 Evaluation Software. From time to time User 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 User’s use in a non-production environment. Notwithstanding anything to the contrary, as to any Evaluation Software, the 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 User. Upon termination or expiration of such period, User 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 the 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, User acknowledges that, depending on

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

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 or other content services software provided by Hyland and downloaded on a user's computer used to extend functionality in Hyland's products. Such Integration Code and desktop host may only be used in combination with other Software and in accordance with the terms of this EULA.

1.7 Contractor Use Agreement. With the exception of the Solution Provider from which User is procuring the Software licenses, User 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 User's own log-in credentials or through credentials received directly or indirectly by Contractor;

then, User must cause such Contractor to execute a use agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). User understands and agrees that: (x) User 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 EULA, and (z) User is responsible for such compliance by all Contractors that do not execute a Contractor Use Agreement. User agrees that it shall be fully responsible for the breach of or non-compliance with the terms of this EULA 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"). User is not licensed to use the Software in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of

human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Software for administrative purposes, 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. User agrees not to use, distribute or sublicense the use of the Software in, or in connection with, any High Risk Use." Hyland shall not be liable for any third-party claim arising out of User's use of the Software in connection with any High Risk Use.

1.9 Audit Rights. Upon reasonable notice to User, Hyland shall be permitted access to audit User's use of the Software solely in order to determine:

- (a) User's compliance with the licensing and pricing terms of this EULA, including, where applicable, to measure User's volume usage. Additionally, if requested by Hyland in connection with Software licensed on a volume basis, User shall provide reports that show User's volume usage. User shall reasonably cooperate with Hyland with respect to its performance of such audit. User acknowledges and agrees that User is prohibited from publishing the results of any benchmark test using the Software to any third party without Hyland's prior written approval, and that User has not relied on the future availability of any programs or services in entering into this EULA; and
- (b) User's occasional user usage in accordance with this section. On the ninetieth (90th) day prior to the second anniversary of this Agreement, and as of the anniversary of such date thereafter during the term of this Agreement, Customer will submit a report in writing to Hyland or Hyland's authorized solution provider (in a standard format report or script provided by Hyland or such authorized solution provider) detailing user transaction logs for occasional user(s) during the applicable audit period ("Usage Report"). If requested by Hyland or Hyland's authorized solution provider, Customer agrees to provide Hyland or such authorized solution provider with access to Customer's records in order for Hyland or such authorized solution provider to verify the accuracy of such Usage Report. Customer acknowledges and agrees that Customer must ensure that such user transaction logs are maintained in Customer's records for the duration of each applicable audit period. Failure to maintain such necessary records may result in the conversion of an occasional user license to a full named user license. If on the basis of a failure to maintain such records or subject to the findings of any Usage Report, Hyland or Hyland's authorized solution provider concludes that an occasional user license should be converted to a named user license, Hyland or Hyland's authorized solution provider will advise Customer of the fees related to such licenses and may include the applicable amount in Customer's renewal invoice.

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 Solution Provider to maintain User's continued right to use. The USPS has contractually required Solution

Provider to include “technology which automatically disables access to outdated [zip code] products.” This technology disables only the AccuZip component and is activated only if AccuZip is not updated on a regular and timely basis. Solution Provider 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 User to access, link or integrate the Software with User’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 User with such third parties is solely between User and such third party.

2. OWNERSHIP AND PROHIBITED CONDUCT:

2.1 Ownership. Hyland and its suppliers own the Software and Documentation, 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 and Documentation are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software or Documentation are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software or Documentation, except for the limited express rights granted in this EULA. User 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 Hyland’s policies respecting upgrades and enhancements (including but not limited to its release process). THIS EULA IS NOT A WORK-FOR-HIRE AGREEMENT. At no time shall User file or obtain any lien or security interest in or on any components of the Software or Documentation.

2.2 Prohibited Conduct. User agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear on or during the use of the Software or Documentation; (b) sell, transfer, rent, lease or sub-license the Software or Documentation; (c) alter or modify the Software or Documentation (but configuration in accordance with the Documentation will be acceptable); or (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Software or Documentation, or prepare derivative works therefrom.

3. INSTALLATION; DELIVERY OF HASPS AND CDS: User may retain Hyland or the Solution Provider to provide installation services. If Hyland is retained, the parties will enter into a separate work agreement governing the procurement and performance of such services. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software. Delivery of HASPs and CDs, if any, shall be F.O.B. Hyland’s offices in Westlake, Ohio, USA.

4. LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES:

4.1 Software Warranty. For a period of ninety (90) days from and including the date a Software module has been Delivered to User , Hyland warrants to User that such Software module, when

properly installed and properly used, will function in all material respects as described in the Documentation. Hyland also warrants that for a period of sixty (60) days from the date of first downloading of the Software onto any Customer system, Hyland warrants to Customer that, at the time of Delivery to Customer, the Software does not contain any routines, codes or instructions ("Unauthorized Code") that are designed to permit unauthorized access to or intrusion upon, disabling or disruption of, erasure of or interference with the Software or Customer's hardware, other software or data; provided, however, that if Hyland has used commercially reasonable anti-virus software to scan the Software prior to Delivery of the Software to Customer, and such anti-virus software does not detect any Unauthorized Code, and has informed User that Unauthorized Code has not been detected, Hyland shall have no liability for any non-conformities with this warranty. . 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 User or a third party (but configuration will be acceptable), (ii) used in combination with equipment or software other than that which is consistent with the Documentation, or (iii) misused or abused.

4.2 Remedy. Hyland's sole obligation, and User's sole and exclusive remedy, for any non-conformities to the express limited warranties under Section 4.1 shall be as follows: provided that, within such applicable period, User notifies Hyland in writing of the non-conformity, Hyland will either (a) repair or replace the non-conforming Software module within a reasonable time, which may include the delivery of a commercially 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 EULA with respect to the non-conforming Software module, in which event, upon compliance by User with its obligations under Section 6 of this EULA, Hyland will refund any portion of the Subscription Fees paid prior to the time of such termination with respect to such Software..

4.3 EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN THIS EULA, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE SOFTWARE. HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE 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 THE SOFTWARE WILL SATISFY USER'S REQUIREMENTS OR IS WITHOUT DEFECT OR ERROR THAT THE OPERATION OF THE SOFTWARE PROVIDED UNDER THIS EULA WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN THIS EULA, HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

4.4 HYLAND ASSUMES NO RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE BY USER TO ACHIEVE ITS BUSINESS OBJECTIVES.

4.5 HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE “AS IS.”

4.6 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 EULA is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Hyland by a corporate officer.

5. LIMITATIONS OF LIABILITY: IN NO EVENT SHALL HYLAND’S (INCLUDING ITS SUPPLIERS’) AGGREGATE LIABILITY UNDER THIS EULA EXCEED THE AMOUNT OF THE SOFTWARE SUBSCRIPTION FEES ACTUALLY PAID BY USER UNDER THE SUBSCRIPTION AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF AN EVENT THAT GIVES RISE TO ANY LIABILITY OF HYLAND. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY, AND IN THE CASE OF HYLAND, ITS DIRECT OR INDIRECT SUPPLIERS, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR ANY USE OR INABILITY TO USE THE SOFTWARE, OR ANY TYPE OF CLAIM FOR LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR CLAIMS BY THIRD PARTIES, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. THE FOREGOING LIMITATION UPON THE TYPES OF DAMAGES AND AMOUNTS OF LIABILITY SHALL NOT APPLY TO: (i) INDEMNIFICATION OBLIGATION OF HYLAND; (ii) LOSSES OR CLAIMS ARISING FROM HYLAND’S OR CUSTOMER’S FAILURE TO MAINTAIN THE CONFIDENTIALITY OF THE OTHER’S CONFIDENTIAL INFORMATION SUBJECT TO SECTION 14.

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

6. TERM AND TERMINATION:

6.1 Term. Subject to early termination as provided below, the initial term of this EULA will be the three (3) year period that commences on the Effective Date (the “Initial Term”); the EULA may be renewed by User on an annual basis on the anniversary of the Effective Date for two additional one (1) year terms (“Option Terms”), unless and until either party provides at least thirty (30) days advance written notice of non-renewal, in which case this EULA shall terminate at the end of the then current term.

6.2 Termination by Either Party. Either party may terminate this EULA immediately upon written notice to the other party, provided the non-breaching party may agree to provide the other party up to thirty days to cure the breach after receipt of the written notice of the breach given by the non-breaching party; provided that Hyland shall not be required to give User any opportunity to cure any breach in the case of a Prohibited Act or breach of the U.S. Government End User section, all of which are considered, for all purposes, to be material provisions of this EULA.

6.3 For Non-appropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or User governments in connection with this Agreement then User will notify Hyland of such occurrence and User may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, User shall have no obligation to make payments with regard to the portion of the term subject of such non-appropriation; provided, however, that User shall pay for all use of Software or services consumed up to the time of suspension or termination.

6.4 If Hyland provides written notice as described in Section 2 of Attachment A, Hyland and User shall use reasonable efforts to enter into a mutually acceptable agreement pursuant to which, among other things, User shall agree to pay applicable subscription fees and charges relating to the Software directly to Hyland and Hyland shall agree to provide maintenance and technical support for the Software directly to User. If Hyland and User fail to execute, within thirty (30) days from the date of such written notice, such mutually acceptable agreement, either party may terminate this EULA upon thirty (30) days written notice to the other party.

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

6.5.1 Generally. Any termination of this EULA will not discharge or otherwise affect any pre-termination obligations of either party existing under this EULA at the time of termination, including User's obligations to pay to Hyland or its Solution Provider all fees and charges accrued or due for any period or event occurring on or prior to the effective date of termination or expiration of this EULA; and all liabilities which have accrued prior to the date of termination shall survive.

6.5.2 Survival of Certain Obligations. All provisions of this EULA, which by their nature extend beyond the expiration or termination of this EULA will survive and remain in effect until all obligations are satisfied, including, but not limited to all confidentiality obligations and limitations of liability set forth in this EULA.

6.5.2 Effects or Consequences of Termination. Upon any termination of this EULA for any reason, any license to use the Software will automatically terminate without other or further action on the part of any party; and User 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 User has completed such destruction.

7. SEVERABILITY: In the event that any term or provision of this EULA 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 the extent such court determines it is able, 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 EULA 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 provisions of this EULA.

8. NOTICES: Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this EULA shall be deemed effective when made in writing and sent to each party, by personal delivery, email, or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service specifying next day delivery to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing.

9. GOVERNING LAW; JURISDICTION: This EULA shall be governed by the laws of the State of California (and to the extent permitted by law 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. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court; provided, however, if in the event such filing cannot occur in the foregoing venues or jurisdictions, a party may file in such other venue or jurisdictions available to it.

10. INTEGRATION: This EULA, including any and all attachments and schedules referenced herein, 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. With respect to Attachment B, Hyland agrees that it shall comply with such attachment and maintain the insurance coverage set forth therein. User acknowledges and agrees to entering into the EULA and its purchases hereunder are not contingent on the availability of any future functionality, features, programs, or services. Hyland acknowledges and agrees that there are no current legal proceedings that impacts its ability to provide Software licensed hereunder. Further, the parties acknowledge and agree that there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This EULA may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. User and Hyland specifically acknowledge and agree that any other terms varying from or adding to the terms of this EULA, whether contained in any purchase order or other electronic, written or oral communication made from User 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 EULA will prevail over any conflicting stipulations contained or referenced in any other document.

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

12. EXPORT: The Software and Documentation provided under this EULA are subject to export control laws and regulations of the United States and other jurisdictions. User 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 or Documentation is not exported in violation of United States of America law or laws and regulations of other jurisdictions. User agrees that it will not export or re-export the Software or Documentation to any organizations or nationals in the United States embargoed territories of Cuba, Iran, Iraq, 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. User shall not use the Software 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.

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

14. CONFIDENTIAL INFORMATION:

14.1 "Confidential Information" is 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, 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 EULA 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.

14.2 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 EULA. User agrees to take all reasonable steps to protect all Software, and any related Documentation, delivered by Hyland to User under this EULA from unauthorized copying or use. Each party shall be liable and responsible for any breach of this Section 14 committed by any such party’s employees, agents, consultants, contractors or representatives.

15. INJUNCTIVE RELIEF: The parties to this EULA recognize that a remedy at law for a breach of the provisions of this EULA 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 EULA.

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

**COUNTY OF SANTA BARBARA,
DEPARTMENT OF SOCIAL SERVICES**

HYLAND SOFTWARE, INC.

By:

DocuSigned by:
Noreen B. Kilbane
B716F235DE5A424...

Print Name:
Bob Nelson, Chair
Title: Santa Barbara County Board of Supervisors

Print Name:
Title:

Date:

Date:

Hyland Legal

Approved By: ^{DS}
FP

Date:

Attachment A
TO
EULA

1. Software licensed for use pursuant to the EULA:
 - (a) Software modules with respect to which User properly submits a written purchase order to the Solution Provider and agrees to pay Subscription Fees under the Subscription Agreement. All such modules accurately listed on User's properly submitted written purchase order(s) shall, upon commencement of payment of the Subscription Fees for such Software modules under the Subscription Agreement, automatically be deemed to be added to the Software listed on this Attachment A, whether or not the parties actually amend the form of this Attachment A.
 - (b) All "Upgrades or Enhancements" to the Software described in paragraph (a) above that User properly obtains pursuant to the terms of the Subscription Agreement.
2. Payment of Subscription Fees: Unless and until Hyland notifies User in writing to the contrary, (a) the Subscription Fees due and payable by User shall be mutually agreed upon by User and the Solution Provider from which User ordered the Software; and (b) User is authorized to make and agrees to make any and all payments of such Subscription Fees to the Solution Provider pursuant to such payment terms as User shall have mutually agreed to with Solution Provider.

Attachment BInsurance and Indemnification Requirements
(For Information Technology Contracts)

Hyland (referred to in this Exhibit as “CONTRACTOR”) shall procure and maintain for the duration of the End User License Agreement insurance the following insurance in connection with such EULA for the County of Santa Barbara, Department of Social Services (referred to in this Exhibit as the “COUNTY”)

I. INFRINGEMENT INDEMNIFICATION

Contractor agrees to indemnify County against all liability and expense, including reasonable attorneys’ fees, arising from or in connection with any third party claim, action or proceeding instituted against County based upon any infringement of the Software provided hereunder of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Contractor: (a) is notified promptly after County receives notice of such claim; (b) is solely in charge of the defense and any settlement negotiations with respect to such claim, provided that Contractor will not settle any such claim without the prior written consent of County if such settlement contains payment by or any acknowledgement of liability on the part of County; (c) receives County’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 Contractor) of a finding of infringement or misappropriation, either to procure for County the right to continue use of the Software, or to replace the relevant portions of the Software with other equivalent, non-infringing portions. If Contractor is unable to accomplish either of the options set forth in the preceding sentence, Contractor shall terminate the End User License Agreement upon thirty (30) days advance written notice to County and request from that the Services Provider refund any unconsumed fees paid by the County for licenses of the affected Software for the remainder of the term. County shall also be entitled to (i) regular updates on proceeding status; and (ii) employ its own counsel, at its own expense, and participate in the defense. THIS SECTION STATES HYLAND’S AND THE SERVICE PROVIDER’S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY OF THE SOFTWARE.

II. INSURANCE:

A. Minimum Scope of Insurance.

The following Coverages shall be maintained in the limits set forth below:

1. **Commercial General Liability (CGL):** Policy with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Policy with a limit of than \$1,000,000 per occurrence for bodily injury and property damage.
3. **Workers’ Compensation:** as required by applicable statute, and Employer’s

Liability Insurance Coverage with a limit of \$1,000,000 per accident for bodily injury or bodily injury by disease each employee.

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit a of \$1,000,000 per occurrence, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with a limit of \$2,000,000 per occurrence, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as applicable and as undertaken by CONTRACTOR in this agreement.

III. Other Insurance Provisions.

CONTRACTOR further agrees to comply with the following provisions:

- a. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to the CGL policy for the purposes of the EULA.
- b. **Primary Coverage** – For any claims covered by this EULA, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Subject to the terms of the EULA, any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance.
- c. **Notice of Cancellation** – The County or the Solution Provider (as defined in the EULA) shall be provided notice of cancellation of any coverage in this Exhibit provided it is not being replaced with coverage affording substantially similar protections but in any event to cover Contractor's responsibilities under the EULA.
- d. **Waiver of Subrogation Rights** – To the extent damages are covered by the insurance set forth in Section A.1 above, CONTRACTOR hereby grants to COUNTY a waiver and shall require waivers of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance.
- e. Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.