

HYLAND CLOUD SERVICE ACCEPTABLE USE POLICY

1. INTRODUCTION.

This Acceptable Use Policy (this “AUP”) applies to all persons and entities (collectively referred to herein as “User”) who use the services and software products provided by Hyland Software, Inc. or its affiliates (“Hyland”) in connection with Hyland Cloud Service. This AUP is designed to protect the security, integrity, reliability and privacy of Hyland’s network and the Hyland Cloud Services Hyland hosts for its hosting customers.

User’s use of the Hyland Cloud Service constitutes User’s acceptance of the terms and conditions of this AUP in effect at the time of such use. Hyland reserves the right to modify this policy at any time effective immediately upon Hyland’s posting of the modification or revised AUP on Hyland’s website: <https://www.hyland.com/community>.

2. USER OBLIGATIONS.

2.1 Misuse. User is responsible for any misuse of a Hyland Cloud Service. Therefore, User must take all reasonable precautions to protect access and use of any Hyland Cloud Service that it uses.

2.2 Restriction on Use. User shall not use a Hyland Cloud Service in any manner in violation of applicable law including, but not limited to, by:

- (a) Infringing or misappropriating intellectual property rights, including copyrights, trademarks, service marks, software, patents and trade secrets;
- (b) Engaging in the promotion, sale, production, fulfillment or delivery of illegal drugs, illegal gambling, obscene materials or other products and services prohibited by law. Similarly, soliciting illegal activities is prohibited even if such activities are not actually performed;
- (c) Displaying, transmitting, storing or making available child pornography materials;
- (d) Transmitting, distributing or storing any material that is unlawful, including encryption software in violation of U.S. export control laws, or that presents a material risk of civil liability to Hyland;
- (e) Displaying, transmitting, storing or publishing information that constitutes libel, slander, defamation, harassment, obscenity, or otherwise violates the privacy or personal rights of any person;
- (f) Displaying or transmitting obscene, threatening, abusive or harassing messages; or
- (g) Promoting, offering or implementing fraudulent financial schemes including pyramids, illegitimate funds transfers and charges to credit cards.

2.3 Prohibited Acts. User shall not use a Hyland Cloud Service to engage in any of the following:

- (a) Interfering with, gaining unauthorized access to or otherwise violating the security of Hyland’s or another party’s server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing, including, but not limited to, use in the development, distribution or execution of Internet viruses, worms, denial of service attacks, network flooding or other malicious activities intended to disrupt computer services or destroy data;
- (b) Interfering with Hyland’s network or the use and enjoyment of Hyland Cloud Services received by other authorized Users;
- (c) Promoting or distributing software, services or address lists that have the purpose of facilitating spam;
- (d) Providing false or misleading information in message headers or other content, using non-existent domain names or deceptive addressing, or hiding or obscuring information identifying a message’s point of origin or transmission path;
- (e) Violating personal privacy rights, except as permitted by law;
- (f) Sending and collecting responses to spam, unsolicited electronic messages or chain mail; and

(g) Engaging in any activities that Hyland believes, in its sole discretion, might be harmful to Hyland's operations, public image or reputation.

3. ENFORCEMENT. If a User violates this AUP, Hyland may, depending on the nature and severity of the violation, suspend the hosting of any Hyland Cloud Service that such User accesses for so long as necessary for steps to be taken that, in Hyland's reasonable judgment, will prevent the violation from continuing or reoccurring.

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

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

6. INDEMNIFICATION. User agrees to indemnify Hyland from and against all liabilities, obligations, losses and damages, plus costs and expenses, including reasonable attorney's fees, arising out of any claim, damage, loss, liability, suit or action brought against Hyland by a third party as a result of the conduct of User that violates this AUP.

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

8. QUESTIONS. If you are unsure of whether any contemplated use or action is permitted, please contact Hyland, at 440-788-5000.