

HYLAND MASTER AGREEMENT

This Master Agreement consists of this document and the following attached schedules (collectively the "Agreement"):

- General Terms Schedule
- Maintenance and Support Schedule (SIRE Software – Existing Customer)

WHEREAS, Customer desires to continue to purchase, and Hyland is willing to continue to provide, Maintenance and Support following the expiration of the previous Maintenance Agreement, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties mutually agree as follows:

All Maintenance and Support which may be purchased by Customer from Hyland from time to time shall be governed by 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.

CITY OF RICHMOND
"CUSTOMER"

By: 

Print Name:

Title: *Mayor*


Date: *1/19/21*

Tax Information:

___ (1) Exempt (Provide Tax Exemption Form)

___ (2) Non-Exempt.


HYLAND SOFTWARE, INC.
"HYLAND"

By: 
Print Name: *Nancy Person*
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Title:

Date:

Hyland Legal

Approved By: 

Date:

GENERAL TERMS SCHEDULE

These General Terms include 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. Schedules will have more specific terms relevant to the product licensee or service governed by that Schedule. The Defined Terms in Section 9 of these General Terms define the terms used throughout these General Terms as well as the Schedules.

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

1.1 Term. This Agreement shall have a term commencing on October 1, 2020, and ending on June 30, 2021 unless earlier terminated in accordance with this termination provision. Each Schedule may have its own term as set forth in the Schedule. Termination of the Agreement in its entirety terminates all Schedules.

1.2 Termination.

1.2.1 *By Customer*. Except as otherwise stated in a Schedule, Customer may terminate this Agreement, or any Schedule made a part hereof, in its entirety, 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 a Software License Schedule or Software License and Maintenance Schedule - Subscription, each of which are considered for all purposes to be material provisions of this Agreement.

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 8.12).

2. PAYMENT TERMS.

2.1 Payment Limit. Customer's total payment to Hyland under this Agreement shall not exceed \$30,000.00 unless an amendment is executed by the parties.

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 commercially 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 those amounts properly disputed in accordance with 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, 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.

3. CONFIDENTIAL INFORMATION.

3.1 "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 (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 3 committed by any of such party's employees, agents, consultants, contractors or representatives.

4. OWNERSHIP AND PROHIBITED ACTS.

4.1 Ownership. Hyland and its suppliers own the Software, Work Products, Documentation 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, 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, Innovations or Work Products are transferred to Customer. Customer agrees to take all reasonable steps to protect all Work Products and Innovations, and any related Documentation, delivered by Hyland to Customer under this Agreement from unauthorized copying or use. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software or Work Products. 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 Hyland's policies respecting Upgrades and Enhancements (including but not limited to its release process). THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

4.2 Prohibited Acts. 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 or Third Party Software; (b) sell, transfer, rent, lease or sublicense the Software, Work Products, Documentation, Third Party Software, or Third Party Software documentation to any third party; (c) except as expressly permitted with respect to Work Products, alter or modify the Software, Work Products,

Documentation or Third Party Software; or (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Software, Work Products, Documentation or Third Party Software, 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), 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, 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 OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN A HOSTING SCHEDULE, 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, MAINTENANCE AND SUPPORT, HOSTING SERVICES AND PROFESSIONAL SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

5.3 HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE OR WORK PRODUCTS USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE 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 FOR A HOSTING SCHEDULE); OR (3) ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S, CONTRACTOR'S BREACH OF SECTION 4 OF THESE GENERAL TERMS AND CONDITIONS.

6.4 IF CUSTOMER USES THE SOFTWARE IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IS AN ADVISORY DEVICE AND IS NOT A 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 CUSTOMER'S USERS OF THE SOFTWARE. IN ADDITION TO THE LIMITATIONS OF LIABILITY PROVIDED IN THE GENERAL TERM SCHEDULE, HYLAND SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OF THE SOFTWARE AS AN ADVISORY DEVICE.

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.** 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 California (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.

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, set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter. 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: (a) when sent and made in writing by either (1)(A) registered U.S. mail, (B) certified U.S. mail, return receipt requested, or (C) reputable, national overnight courier, in any such case addressed and sent to Hyland at 28500 Clemens Road, Westlake, OH 44145 Attn: General Counsel and to Customer at 450 Civic Center Plaza, Richmond, California, 94804 Attn: City Attorney, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of.

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. The Software, Third Party Software, Work Products and Documentation are subject to United States export control laws and regulations. Customer agrees to comply fully with all relevant 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, Third Party Software, Work Products or Documentation is not exported in violation of United States of America law. Customer agrees that it will not export or re-export the Software, Third Party Software, Work Products or Documentation to any organizations or nationals in the territories of Cuba, Iran, Iraq, North Korea, Burma (Myanmar), 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, Third Party Software, Work Products, or Documentation for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.

8.11 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 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, the Software, Customer's use of the Software, the benefits Customer has derived from the Software 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.

(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 Software solution 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 the Software 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.

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

8.14 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.

8.15 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.

9. DEFINED TERMS.

“Customer” means City of Richmond, located at 450 Civic Center Plaza, Richmond, California, 94804.

“Delivery” means, in the case of Software, by Hyland either shipping (physically or electronically) the Production Certificate to Customer or making the Production Certificate available for electronic download by Customer from a location identified by Hyland to Customer (including through one of Hyland’s authorized solution providers).

“Documentation” means: (a) in the case of the Software: (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; or (b) in the case of any Work Product, the Specifications (if any) for the Work Product.

“Effective Date” means (i) as used in these General Terms and any Schedule included in this Agreement upon such Effective Date, 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 is signed by the last party that signs such amendment, as determined based upon the dates set forth after their respective signatures.

“Initial Maintenance Period” is defined in Section 4.2 of the Maintenance Schedule.

“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).

“Maintenance and Support” means telephone or online technical support related to problems reported by Company and associated with the operation of any Supported Software, including assistance and advice related to the operation of the Supported Software. Maintenance and Support Services are not available for Retired Software

“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.

“Prohibited Acts” mean any action taken by Customer that is contrary to Section 4 of these General Terms.

“Professional Services” means any professional services provided by Hyland under a Services Proposal, including but not limited to those services listed at <https://www.hyland.com/community>. Examples of the services include: (a) installation of the Software; (b) consulting, implementation and integration projects related to the Software, including but not limited to the customized configuration of Software integration modules or business process automation modules; (c) project management; (d) development projects in connection with the integration of Software with other applications utilizing any Software application programming interface (API).

“Services Proposal” means either: (a) a written proposal, statement of work or services sales order form issued under a Professional Services Schedule, and which sets forth the Professional Services Hyland will provide to Customer and which is signed by Customer and Hyland; or (b) a purchase order submitted by Customer and accepted by Hyland for Professional Services.

“Software” means the Existing Software (as defined in the first paragraph of the Maintenance 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.

“Specifications” means the definitive, final functional specifications for Work Products, if any, produced by Hyland under a Services Proposal.

“Supported Software; Retired Software”. At any particular time during a maintenance period covered by an applicable Maintenance Schedule: (a) “Supported Software” means the current released version of the Software licensed by Customer from Hyland and any other version of such Software that is not Retired Software; and (b) “Retired Software” means any 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 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.

"Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that Hyland makes available to Hyland's end users generally during the term of the Maintenance Schedule.

"Work Products" means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, or items created using the configuration tools of the Software, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of services under this Agreement. If applicable, Work Products shall include any pre-configured templates or VBScripts which have been or may be created or otherwise provided by Hyland to Customer as part of the configuration of the advance capture module of the Software.

MAINTENANCE AND SUPPORT SCHEDULE

(Maintenance and Support – SIRE™ Software – Existing Customers)

This Maintenance and Support Schedule is part of the Hyland Software Master Agreement entered into between Customer and Hyland. All capitalized terms not defined in this Schedule shall have the meaning ascribed them in the General Terms. For purposes of this Schedule, “Existing Software” means the Software set forth in Exhibit A, attached hereto and incorporated herein.

1. MAINTENANCE AND SUPPORT TERMS. Hyland will provide Maintenance and Support for Supported Software during the hours of 6:00 a.m. to 6:00 p.m., USA Mountain Standard Time, Monday through Friday, excluding holidays (“Regular Maintenance and Support Hours”). In requesting Maintenance and Support, Customer will report any questions related to the operation of the Software in accordance with Hyland’s then-applicable reporting policies. Hyland’s current policies require Customer to report such a problem or question only during Regular Maintenance and Support Hours and either by telephone, using Hyland’s regular technical support telephone line (currently 801-415-0626), or by e-mail, using Hyland’s regular technical support e-mail address (support@siretechnologies.com).

2. EXCLUSIONS.

2.1 Generally. Hyland is not responsible for providing, or obligated to provide, Maintenance and Support under this Agreement: (a) 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; (b) in connection with any Error if Hyland has previously provided corrections for such Error which Customer fails to implement; (c) 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; (d) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (e) 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 availability or provision of Upgrades or Enhancements.

2.2 Work Products. Maintenance and Support is not provided for any Work Products; however, if Customer desires Maintenance and Support regarding the operation or use of 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 an applicable Professional Services Schedule.

2.3 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 Supported Software, or for any hardware or equipment of any kind or nature, whether or not obtained by Customer from Hyland.

3. CERTAIN OTHER RESPONSIBILITIES OF CUSTOMER.

3.1 Operation of the Software and Related Systems. Customer acknowledges and agrees that it is solely responsible for the operation, supervision, configuration, 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; and for instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use.

3.2 Access to Premises and Systems. Customer shall make available reasonable access to and use of Customer’s premises, computer hardware, peripherals, Software and other software as Hyland deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. Such right of access and use shall be provided at no cost or charge to Hyland. Customer acknowledges and agrees that Hyland may require on-line access to the Supported Software installed on Customer’s systems in order to 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.

4. MAINTENANCE PERIODS; RENEWAL AND NON-RENEWAL; REINSTATEMENT; FEES.

4.1 Generally. The first period of this Maintenance Schedule shall be the Initial Maintenance Period. Thereafter, this Maintenance Schedule may be renewed for any additional periods only by mutual agreement pursuant to a written amendment executed by the parties. Notwithstanding anything to the contrary, the term of this Maintenance Schedule shall immediately terminate at the time the version of the Supported Software licensed by Customer and in use in its production environment becomes Retired Software.

4.2 Initial Maintenance Period. The first maintenance period related to the Existing Software licensed under the EULA shall be the period commencing on the October 1, 2020 through June 30, 2021 (“Initial Maintenance Period”). Hyland shall invoice Customer quarterly for the annual maintenance fees for the Existing Software for the Initial Maintenance Period. Customer shall pay such invoice in full on or before the commencement of the quarter to which such fees relate.

4.3 First Maintenance Period for Add-on Software. The first maintenance period related to Supported Software modules for which Customer purchases licenses under a Software License Schedule after the Effective Date of such Software License Schedule shall begin upon Delivery of such additional Software and continue through the Initial Maintenance Period. Annual maintenance fees for the first maintenance period applicable to such Software shall be determined at Hyland’s retail list prices in effect at the time Customer submits its applicable purchase orders. Hyland shall invoice Customer quarterly for annual maintenance fees for additional add-on Software purchased by Customer, as part of the quarterly invoicing of annual maintenance fees for the Existing Software.

5. **TERMINATION.**

5.1 By Customer. Maintenance and Support under this Schedule shall expire at the end of the Initial Maintenance Period unless extended by a mutually acceptable amendment executed by the parties as described in Section 4.1 of this Schedule.

5.2 Termination for Breach. In the event that Customer terminates this Schedule or the entire Agreement for cause due to Hyland’s breach, then Customer shall be entitled to a pro rata refund of annual maintenance fees that Customer has actually paid for the remainder of the maintenance period which terminates as a result of such termination (the “unused portion of annual maintenance fees”).

EXHIBIT A TO MAINTENANCE AND SUPPORT SCHEDULE**EXISTING SOFTWARE**

Description	Quantity
SIRE Agenda Plus Enterprise (Population <30k)	1
SIRE Capture Station (Concurrent 1-4)	1
SIRE Committee Manager - Client/Local Install	1
SIRE Electronic Document Management Concurrent User License (1-25)	8
SIRE Forms	1
MS SQLServer Database	1
SIRE Full Text Retrieval With Web FTR	1
SIRE PDF	1
SIRE Minutes Plus (1 Station)	1
SIRE Meeting Management and Voting System Client License	1
SIRE Meeting Management and Voting System Server License	1
SIRE XML Loader / Batch Import	1