



**SERVICE SPECIFIC TERMS AND CONDITIONS:
IRON MOUNTAIN HYLAND HOSTED SOLUTION SERVICE**

The Iron Mountain Hyland Hosted Solution Service Subscription is licensed for use by Customer under these Service Specific Terms and Conditions (“SSTC”) and the Framework Agreement for Managed Services (or Framework Amendment for Managed Services) between the Parties (“FAMS”), which is expressly incorporated into this SSTC. The Parties agree to be bound by the terms and conditions set forth in the FAMS and this SSTC. Capitalized terms used but not otherwise defined in this SSTC shall have the same meaning as set forth in the FAMS.

1. Definitions.

- (a) “Documentation” means the “Help Files,” whether online or included in the Software which relate to the functional, operational or performance characteristics of the Software.
- (b) “Error” means any defect or condition inherent in the Software which causes the Software to fail to function in all material respects as described in the Documentation, and which is reported by Customer in accordance with this SSTC and confirmed by Iron Mountain.
- (c) “Host Vendor” means Hyland Software, Inc.
- (d) “Host Web Site” means the web site hosted by Host Vendor as part of the Hosted Solution on a web server included in the Network, through which Customer will access the Software and Customer Data stored using the Software.
- (e) “Hosted Solution” means a Host Web Site, Network, Software, Third Party Software and Hosting Services provided, collectively, for use by Customers under this SSTC.
- (f) “Network” means the computers and peripheral storage devices, switches, firewalls, routers and other network devices provided as part of the Hosted Solution.
- (g) “Optional Hosting Services” means optional services described in the Process Manual which Host Vendor offers as Hosting Services, but which are not included in the Standard Hosting Services.
- (h) “Process Manual” means the latest version of the manual describing the Hosting Services, the Network and certain other components of the Hosted Solution, including the attestations, certification documents and assistance with compliance and security testing Host Vendor agrees to provide (based upon the Service Class selected by Customer), as posted by Iron Mountain at: <http://www.ironmountain.com/utility/legal/hyland-acceptable-use-language>
- (i) “Sandbox Environment” means a separate instance of the Software and Third Party Software (excluding Customer Data) hosted by Iron Mountain on the Network for Customer, for use by Customer solely with non-production data in a non-production environment for the limited purpose of functional testing of the Software and Third Party Software.
- (j) “Service” means, for the purposes of this SSTC, any of the Software Service, Standard Hosting Services and/or Technical Support Services.
- (k) “Service Class” means the service level commitment included as part of Standard Hosting Services, as described in the Service Class Manual, and purchased by Customer as part of the Hosted Solution.
- (l) “Service Class Manual” means the latest version of the manual describing the Service Classes, as posted by Iron Mountain at: <http://www.ironmountain.com/utility/legal/hyland-acceptable-use-language>
- (m) “Software” means Host Vendor’s proprietary software products included from time to time in the Hosted Solution, including third party software bundled by Host Vendor together with Host Vendor’s proprietary software products as a unified product.

- (n) “Software Service” means the Iron Mountain Hyland Subscription service and associated Documentation specified in the Order Form.
- (o) “Standard Hosting Services” means the Hosting Services described in the Process Manual as being standard hosting services.
- (p) “Subscription Period” means the period commencing with the start date and expiring on the end date specified in the applicable Schedule.
- (q) “Term” means the term of this SSTC as defined in Section 2.
- (r) “Technical Support Services” means the services described in the Service Class Manual.
- (s) “Third Party Software” means all third party software products (other than third party software products bundled by Iron Mountain as a part of the Software) licensed by Iron Mountain and sublicensed through this SSTC by Iron Mountain to Customer as part of the Hosted Solution.
- (t) “User” shall mean the Customer and Affiliates’ employees and contractors who use the Service through User IDs issued in a manner contemplated by this SSTC.
- (u) “User Testing Environment” means a separate instance of the Software and Third Party Software (including Customer Data) hosted by Iron Mountain on the Network for Customer, for use by Customer solely with production data in a non-production environment for the limited purpose of functional and performance testing of the Software and environment and Third Party Software.

2. Term. The Term of this SSTC (the “Term”) shall commence on the date of the execution of the first Schedule for the Service and continue until all outstanding Subscription Periods under Schedules for the Software Service expire or until this SSTC is terminated in accordance with the FAMS. Expiration or termination of one Schedule shall not affect any other Schedule, unless the SSTC as a whole is terminated pursuant to the FAMS.

3. Subscription.

- 3.1 Subscription Procedure. Customer will subscribe to the Software Service under one or more Schedules. The features of the Software Service and the terms and conditions applicable to that order are specified in the Schedule. In the event of any conflict between this SSTC and a Schedule, this SSTC shall control.
- 3.2. Initial Service. Iron Mountain will provide the Software Service described in any Schedule to Customer for the Subscription Period specified therein according to such Schedule and this SSTC.
- 3.3. Additional Service. Additional Schedules may be entered into by the Parties to subscribe to additional or different features of the Software Service. Unless designated as replacing a specific outstanding Schedule, a new Schedule will be considered in addition to currently outstanding Schedules.
- 3.4 User and Technical Documentation. The Service contains online Documentation describing the operation of the Software Service under normal circumstances, which shall constitute Iron Mountain’s Confidential Information, as defined in the FAMS.

4. Certain Responsibilities and Obligations of Customer.

- 4.1 (a) Customer may not retain any third party contractor as a provider of services to Customer (“Contractor”), other than for capturing, storing, processing and accessing Customer’s own Data in fulfillment of the Contractor’s contractual obligations as a service provider to Customer and only if such Contractor and Host Vendor have executed an agreement in a form acceptable to Iron Mountain; and (b) Customer will comply with Host Vendor’s Acceptable Use Policy, as in effect from time to time, a copy of the current form of which is available at: <http://www.ironmountain.com/utility/legal/hyland-acceptable-use-language>
- 4.2 Customer is responsible for obtaining and maintaining all software, hardware (including without limitation network systems), telephonic or other communications circuits, and internet service provider relationships that are necessary or appropriate for Customer to properly access and use the Hosted Solution. Iron Mountain and Host Vendor shall have no responsibility or liability under this SSTC for any unavailability or failure of, or nonconformity or defect in, the Hosted Solution that is caused by or related in any manner to any failure of Customer to obtain and maintain all such software, hardware, equipment and relationships.

5. Fees & Payment. Customer will pay an annual subscription fee as set forth in the applicable Schedule (“Subscription Fee”) for the Software Service, including the Licensing Subscription Fee and the Hosting Fee set forth therein. All other terms and conditions governing the payment of fees, including, without limitation, any late payment provisions, are set forth in the FAMS.

6. Permitted Use. Subject to the terms and conditions of this SSTC, Iron Mountain agrees to and hereby grants to Customer a revocable, non-exclusive, non-assignable, limited license to use the Software and Third Party Software, in machine-readable object code form only, for the Subscription Period in accordance with the terms of this SSTC, the relevant Schedule and the FAMS. Further, Customer is granted the following usage rights as stated below for the Services described in the Schedule(s).

- 6.1 Customer may use the Software and Third Party Software only as part of the Hosted Solution, solely for use by Customer internally, and only for capturing, storing, processing and accessing Customer’s own Data. The Software and Third Party Software are licensed to Customer for use by a single organization and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer will not permit or authorize any person, legal entity, or other third party to use the Hosted Solution except as otherwise expressly permitted under the terms of this SSTC. Customer shall not make any use of the Software or Third Party Software in any manner not expressly permitted by this SSTC. Customer agrees not to remove any Iron Mountain or Host Vendor notices in the Software or any copyright, trademark or other proprietary rights notices that appear on the Third Party Software or that appear during use of the Third Party Software.
- 6.2 Customer acknowledges that the licenses granted herein are limited to the right of concurrent access to the Customer Data via telecommunications equipment by web browser or Software application to the Host Web Site. Customer acknowledges that 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 that the Software controls such use. Software products that are volume-restricted will no longer function when the number of images processed during the Subscription Period exceeds the maximum number of images per year (the “Volume Level”). Customer may choose to purchase a higher volume level at any time. Customer may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of clients directly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Customer is prohibited from using any software other than the Software client modules or licensed API modules 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 Iron Mountain has given its prior written consent to Customer’s use of such other software and the Licensing Subscription Fee and the Hosting Fee have been adjusted to reflect such additional Software and Customer pays such additional Licensing Subscription Fee and the Hosting Fee with respect to such access to the Software or data stored in the Software database in accordance with the Host Vendor’s licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.
- 6.3 Accessing User Accounts. Iron Mountain will issue User IDs needed by Customer to access and use the Service features specified in the applicable Schedule during the Subscription Period. Customer is responsible for all activity occurring under its User IDs. Customer may request Iron Mountain to add/drop User IDs as reasonably needed to accommodate changes in Customer workforce. Customer is not entitled to a refund for any unused or unassigned User IDs.
- 6.4 Data Preparation & Configuration. Customer will use commercially reasonable efforts to ensure that: (i) Data is in proper format as specified by the Documentation; (ii) its Users are familiar with the use and operation of the Software Service, and (iii) no other software, data or equipment has been introduced by Customer. Iron Mountain will load the Data provided in the format specified and configure the Software Service as part of the Subscription Fee; any additional data preparation or manipulation required by Iron Mountain to load Data will be billed at general service rates specified on the Schedule. Customer is responsible for updates to its internal processes as needed to operate the Software Service and any updates in Customer's computing environment.

- 6.5 Evaluation Use. In the event that Customer is provided with an evaluation license during a trial period (“Trial Period”) as set forth in an applicable Schedule, Customer shall be entitled to use one (1) production copy of the Software and Third Party Software. Further, Customer may purchase limited access to a Sandbox Environment or a User Testing Environment, or both. Customer acknowledges and agrees that it shall use only non-production data in the Sandbox Environment, and that Iron Mountain, Host Vendor and its suppliers shall have no liability, direct or indirect, with respect to any loss or breach of confidential information with respect to data used or ingested into the Sandbox Environment or a User Testing Environment. Customer’s sole recourse in the event of any dissatisfaction with the Sandbox Environment or a User Testing Environment is to stop using the Sandbox Environment or a User Testing Environment, as Iron Mountain, Host Vendor and its suppliers make no representations that the Sandbox Environment or a User Testing Environment, or the Software or Third Party Software provided therein will perform or conform to any Documentation or statement, either written or verbal. IRON MOUNTAIN, HOST VENDOR AND ITS SUPPLIERS MAKE NO WARRANTIES WITH RESPECT TO THE SANDBOX ENVIRONMENT, USER TESTING ENVIRONMENT OR THE SOFTWARE OR THIRD PARTY SOFTWARE PROVIDED THEREIN AND THEY ARE PROVIDED “AS IS”. Iron Mountain reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Sandbox Environment and User Testing Environment. Customer shall not make or use any additional copies of the Software or Third Party Software.
- 6.6 Ownership. Host Vendor and its Suppliers own the Software, Third Party Software, any and all computer hardware and telecommunications or other equipment and computer software, including the Host Web Site and the Network, and including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the components of the Hosted Solution. The Software, Third Party Software and other software components of the Hosted Solution are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. THIS SSTC IS NOT A WORK-FOR-HIRE AGREEMENT. At no time will Customer file or obtain any lien or security interest in or on any components of the Hosted Solution.
- 6.7 Limitations. The Hosted Solution is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Hosted Solution is not designed or intended for use in any situation where failure or fault of any kind of the Hosted Solution could lead to death or serious bodily injury to any person, or to severe physical or environmental damage (“High Risk Use”). Customer is not licensed to use the Hosted Solution 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. Customer agrees not to use, distribute or sublicense the use of the Hosted Solution in, or in connection with, any High Risk Use. Customer agrees to indemnify and hold harmless Iron Mountain and Host Vendor from any third-party claim arising out of Customer’s use of the Hosted Solution in connection with any High Risk Use.
- 6.8 Reservation of Rights. Iron Mountain expressly reserves all rights in the Services not specifically granted to Customer. It is acknowledged that all rights, title and interest in the Services will remain with Iron Mountain (or third party suppliers, if applicable) and that the Software Service is licensed on a subscription basis to Customer. Customer expressly reserves all rights in the Data, except the limited right of Iron Mountain to use the Data for the sole purpose of providing the Service features for Customer’s benefit and only during the Subscription Period. Unless specifically agreed in writing, each Party’s exclusive ownership rights extend to any update, adaptation, translation, customization, compilation or derivative work thereof.
- 6.9 Open Source Software. Customer acknowledges that, depending on the Software or Third Party Software licensed, the Software or Third Party 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, Third Party Software, or related documentation) may grant you additional rights to such open source software.

6.10 AccuZip. 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 Iron Mountain to maintain Customer's continued right to use. The USPS has contractually required Host Vendor 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. Iron Mountain regularly updates the zip code list as part of Hosted Solution Support for the AccuZip module.

7. Hosting Services. Customer acknowledges and agrees that Iron Mountain shall subcontract to Host Vendor the provision of all Hosting Services and fulfillment of all other obligations under this Section 7.

7.1 Hosting. Iron Mountain (through the Host Vendor) will host the Hosted Solution commencing on the Date specified in the Schedule, subject to and in accordance with the terms of the Process Manual and Service Class Manual. The initial Service Class purchased by Customer will be as set forth in Customer's initial purchase order. Customer may upgrade the Service Class at any time, but may downgrade such Service Class only after the expiration of the then current Subscription Period. In the event Customer elects to downgrade such Service Class, such downgrade will not be effective until the beginning of the next Subscription Period. To modify a Service Class selection, Customer and Iron Mountain must execute a mutually acceptable Schedule indicating the new Service Class.

7.2 Process Manual and Service Class Manual. Iron Mountain has delivered or otherwise made available current copies of the Process Manual and Service Class Manual to Customer. Iron Mountain will have the right to modify the Process Manual and the Service Class Manual (including the right to issue an entirely restated version of each Manual) from time to time.

8. Support Services. Iron Mountain shall use commercially reasonable efforts to provide the Technical Support Services substantially as presented therein (the "Service Commitment"). Support requests are triaged by an Iron Mountain representative assigned to the company support pool. Upon initial review, the support request is categorized and assigned to the appropriate support group. Technical requests will be assigned to the engineering support group and Customer account requests will be assigned to the administration support group. Support Services do not include preparation of Data, configuration or customization of Software Service features needed to function in Customer's production environment.

8.1 Support Services.

8.1.1. *Call-In Support*. Iron Mountain will provide call-in Support Services during normal hours of operation (currently 8:00 a.m. to 8:00 p.m., Monday through Friday, UTC/GMT). In order to receive such call-in support service, Customer must: (A) communicate the error to Iron Mountain using its designated contact persons; and (B) Describe and document the reported error.

8.1.2. *Online Support*. Iron Mountain will provide online Support Services via support website and email during normal hours of operation (currently 8:00 a.m. to 8:00 p.m., Monday through Friday, UTC/GMT). In order to receive such online support service, Customer must: (i) communicate the support request to Iron Mountain; and (ii) adequately describe and document the reported error. At any time, Customer may check on an existing support request, view the name of the support group assigned to the request, the severity level and make additional follow on comments using the online support website.

8.1.3. *Off-hours Support*. Although an Iron Mountain representative may not be available until Normal Hours of Operation, Iron Mountain will provide call-in Support and online support systems to allow Customer to initiate a new support request or check on an existing support request, 24 hours a day, 7 days a week. Customer must follow the same support request request procedures set forth in Sections 8.1.1 and 8.1.2.

8.1.4. *Response to Support Request*. Response time is calculated from the time that Iron Mountain logs-in a service request in proper form from the Customer's authorized contacts. Service requests received after Normal Hours of Operation will be logged at the beginning of the next business day on which Iron Mountain is normally open for business. Iron Mountain will use reasonable efforts to respond to Support Service requests based on their level of severity.

- 8.2 Errors in the Software. With respect to any Errors in the Software, Iron Mountain will engage Host Vendor to use commercially reasonable efforts to correct any Error, which may be affected by a commercially reasonable workaround. Iron Mountain shall promptly commence to confirm any properly reported Errors after receipt of the Error report from Customer. Host Vendor may correct any Error by updating or upgrading the Software included in the Hosted Solution to a new build or version.
- 8.3 Network, Third Party Software or Host Web Site Defects. With respect to any defects (non-conformity to manufacturer's provided user documentation) in the Network, Third Party Software or Host Web Site which are properly reported by Customer and which are confirmed by Iron Mountain or Host Vendor or its suppliers, in the exercise of their reasonable judgment, Iron Mountain will engage Host Vendor to use reasonable efforts to repair the defective component so as to correct the defect, or replace the defective component with a replacement component providing substantially similar functionality. Iron Mountain shall undertake to confirm any reported defects in the Network, Third Party Software or Host Web Site promptly after receipt of proper notice from Customer, in accordance with Iron Mountain's then-current Error reporting procedures.
- 8.4 Update, Upgrade, Change or Replacement of Components of the Hosted Solution. Customer shall receive bug-fixes, enhancements to existing functionality, and all new releases commensurate with the Software, as designated by Iron Mountain in its reasonable discretion, and at no additional charge. Iron Mountain or Host Vendor may update or upgrade the build or version of the Software used in the Hosted Solution from time to time at Iron Mountain's expense. Host Vendor also may change, replace, update or upgrade the hardware or other software components of the Hosted Solution from time to time. Customer agrees to collaborate with Host Vendor and assist Host Vendor in connection with the completion of installation and testing of any update or upgrade of the Software.
- 8.5 Exceptions. The Service Commitment does not apply to any inability to connect, suspension, termination or other performance issues of the Software Service, and neither Iron Mountain nor Host Vendor is responsible for providing, or obligated to provide, Support under the SSTC: (i) caused by factors outside of Iron Mountain's reasonable control, including any Internet access or related problems beyond the demarcation point of the Software Service hosted networks; (ii) that result from any negligent or malicious actions or inactions of Customer or its Users; (iii) that result from Customer's or its Users' equipment, software or other technology and/or third party equipment; (iv) that result from any maintenance as provided for pursuant to the SSTC; or (v) arising from suspension or termination of Customer's right to use the Software Service in accordance with the SSTC.
- 8.6 Service Credits.
- 8.6.1 *Entitlement.* In the event the Software Service does not meet the Service Commitment, Customer may receive a Service Credit as posted by Iron Mountain from time to time on a website designated by Iron Mountain. Iron Mountain will only apply Service Credits against future payments for the Software Service otherwise due from Customer. Iron Mountain's sole liability and Customer's exclusive remedy for any failure to meet the Service Commitment is the receipt of a Service Credit (if eligible).
- 8.6.2 *Credit Request and Payment Procedures.* To receive a Service Credit, Customer (for any User) shall submit a request through the Iron Mountain customer support group by phone or email. To be eligible, the credit request must be received by Iron Mountain by the end of the calendar month after which the incident occurred and must include: (i) the words "Credit Request" in the subject line; (ii) the dates and times of each incident that Customer is claiming; and (iii) the request logs that document the errors and corroborate the claimed outage, with any confidential or sensitive information removed or redacted. If such request is confirmed by Iron Mountain and is less than the Service Commitment, Iron Mountain shall issue the Service Credit to Customer within sixty (60) days following the month in which the request is confirmed by Iron Mountain. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

8.7 **Limitations.** Neither Iron Mountain nor Host Vendor is responsible for providing, or obligated to provide, Hosted Solution Support under this SSTC: (1) in connection with any Errors, defects or problems that result in whole or in part from any of the following activities undertaken by any party other than Host Vendor: any alteration, revision, change, enhancement or modification of any nature of the Software, any Third Party Software, any components of the Network or the Host Web Site, or from any design defect in any configuration of any component of the Hosted Solution, unless any of the forgoing are a direct result of an item specified in the Documentation or are expressly permitted by Host Vendor in a writing signed by an executive authorized to so bind Host Vendor; (2) in connection with any Error in the Software or defect or problem in any other component of the Hosted Solution if Host Vendor has previously provided corrections for such Error or defect which the Customer fails to implement; (3) in connection with any Errors, defects or problems which have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in any software, hardware or system or networking which is not a part of the Hosted Solution; (4) if the Hosted Solution has been subjected to abuse, misuse, improper handling, accident or neglect; (5) if any party other than Host Vendor or Iron Mountain has provided any services in the nature of maintenance or technical support to the Customer with respect to the Hosted Solution, or (6) in connection with any problems (other than Errors) related to the operation or use of the Software application programming interfaces (APIs). Support relating to the operation or use of APIs may be provided, on a case-by-case basis, as mutually agreed to in an applicable services proposal which outlines professional services for such support activities.

9. Limitation Of Liability. IN NO EVENT SHALL IRON MOUNTAIN'S, HOST VENDOR'S OR THEIR SUPPLIERS' LIABILITY EXCEED THE AMOUNT OF THE FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO IRON MOUNTAIN FOR THE SERVICES DESCRIBED IN THIS SSTC DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL Iron Mountain, HOST VENDOR OR THEIR DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR OTHER PECUNIARY LOSS, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION OR THE COST OF RECOVERING SUCH DATA OR INFORMATION, THE COST OF SUBSTITUTE SOFTWARE, HARDWARE OR SERVICES, OR CLAIMS BY THIRD PARTIES, ARISING OUT OF OR IN CONNECTION WITH THIS SSTC OR ANY USE OR INABILITY TO USE THE HOSTED SOLUTION, EVEN IF IRON MOUNTAIN OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. ADDITIONALLY, IN NO EVENT SHALL MICROSOFT CORPORATION, AS A SUPPLIER TO HOST VENDOR, BE LIABLE FOR ANY DAMAGES.

FOR CUSTOMERS THAT PROVIDE HEALTHCARE SERVICES: IF CUSTOMER USES THE HOSTED SOLUTION IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT THE HOSTED SOLUTION 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 CUSTOMER'S USERS OF THE HOSTED SOLUTION.

10. Miscellaneous Provisions.

10.1 **Survival of Obligations.** The provisions of this SSTC that by their nature or express terms extend beyond the termination or non-renewal of this SSTC will survive and remain in effect until all obligations thereunder are satisfied. All disclaimers of warranties and limitations of liability set forth in this SSTC will survive any termination or non-renewal of this SSTC.

10.2 **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 SSTC; provided, however, that Host Vendor and third party suppliers of software products bundled with the Software are third party beneficiaries to this SSTC as it applies to their respective services or software products.