

HSI Confidentiality and Inventions Agreement

This agreement is between _____, hereinafter referred to as Employee, and Hyland Software, Inc., hereinafter referred to as Hyland.

In consideration of employment by Hyland and of the payment of salary or wages paid or to be paid to Employee, Employee agrees:

- (1) **EMPLOYMENT AT WILL** - This agreement is not an employment agreement and does not assume Employee continuing employment with Hyland for any term or period. Employee's employment with Hyland is an employment at will. Employee understands that his or her employment with Hyland can be terminated by either party at any time, for any reason or no reason.
- (2) **CONFIDENTIALITY** – Employee will not, either during the period of employment or thereafter, except as authorized or directed by Hyland in writing, disclose to others or use for Employee's or any others' benefit any confidential information, trade secrets, or business sensitive information relating to Hyland's business or disclosed to Hyland by other parties (such as persons or organizations having a contractual relationship with Hyland) which come to Employee's knowledge during employment with Hyland.
- (3) **RETURN OF RECORDS** – On termination of employment, Employee shall deliver to Hyland all software, records, reports, data, notes, memoranda, models, and equipment of any nature that are in Employee's possession or under Employee's control and that are prepared or acquired in the course of Employee's employment relationship with Hyland. Further, Employee agrees not to take with him/her information or data of any description or reproduction of any information that relates to the business of Hyland or to parties in a contract relationship with Hyland.
- (4) **OUTSIDE EMPLOYMENT** – Employee will not engage in the performance of outside employment activities without the express prior written consent of Hyland.
- (5) **ASSIGNMENT AND DISCOVERIES** – Except as provided below, Employee will promptly disclose and hereby assigns all right, title and interest to Hyland, free from any liens, claims or obligations to Employee or any other party, every invention, development, work of authorship, product, process, apparatus, or design that Employee, individually or jointly, has made, invented, created, discovered, conceived or originated or may make, invent, create, discover, conceive or originate that (a) relates to the business of Hyland or any of its affiliates, or any of the products or services being developed, marketed, distributed, planned, sold or otherwise provided by Hyland or any of its affiliates; (b) results from tasks assigned to Employee by Hyland or any of its affiliates; or (c) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by Hyland or any of its affiliates ("Developments"). Such Developments and the benefits thereof are and will immediately become the sole and absolute property of Hyland and its successors and assigns. Employee warrants that he or she has no obligation to assign the

property described in this Paragraph (5) to any other party. This provision does not apply to those items excepted in Paragraph (9) hereof.

- (6) **COOPERATION** – Employee will, without expense to Employee, fully cooperate with Hyland in applying for and securing in the name of Hyland or its designees patents with respect to the Developments described in Paragraph (5) above in each country in which Hyland may desire to secure patent protection. Employee will promptly execute all proper documents presented to him/her for signature and do all things reasonably required to enable Hyland to secure such patent protection or, if necessary, to further transfer legal title therein, together with any patents that may be issued thereon, to Hyland.
- (7) **INFORMATION AND TESTIMONY** – Employee will, without expense to Employee, give such true information and testimony, under oath if requested, as may be required by Hyland relative to any Developments or other property described in Paragraph (5) above.
- (8) **ASSIGNMENTS OF COPYRIGHTS** – Employee conveys the right to register and to assent to, and assist in the registration or renewal or extension of, copyrights by Hyland in respect of any copyrightable material described in Paragraph (5), unless excepted in Paragraph (9) or by written consent of Hyland.
- (9) **INTERESTS OF EMPLOYEE** – As to inventions, applications for patent, and copyrightable material (property) in which Employee presently holds an interest, and which are not subject to this agreement:

☐ Employee has no such property.

☐ Employee has attached separate pages(s) fully describing all such property.

The parties have signed this agreement on _____.

Witnesses:

Print Name: _____

HYLAND SOFTWARE, INC.

Debbie Connelly