

Exhibit E

AMENDMENT TO END USER LICENSE AGREEMENT

This AMENDMENT TO END USER LICENSE AGREEMENT (“Amendment”) is made and entered into effective as of the date that the last party to sign this Amendment has executed the same (as indicated by the date entered by such party with its signature below), by and between Hyland Software, Inc. located at 28105 Clemens Rd., Westlake, Ohio, 44145, United States (“Hyland”) and County of Sonoma located at 370 Administration Drive, Santa Rosa, California 95403, United States (“User”).

RECITALS

WHEREAS, Hyland and User entered into an End User License Agreement on or about December 30, 2021 that governs the licenses to the Software previously procured by User, as amended (the “EULA”).

WHEREAS, Hyland and User entered into an Amendment to the EULA on or about December 2, 2024 to extend the Initial Term of the EULA for one (1) year (the “Term Extension Amendment”); and,

WHEREAS, the term of the Term Extension Amendment is expiring as of December 30, 2025, and the parties desire to renew such amendment and include enterprise audit terms as further outlined herein;

NOW, THEREFORE, the parties agree as follows:

1. DEFINED TERMS:

(a) Capitalized terms used in this Amendment and not defined herein are used herein with the same meanings given such terms under the EULA. The term “Agreement” as used in the End User License Agreement, as amended, and in this Amendment, hereafter shall mean the End User License Agreement as amended by this Amendment.

(b) The following definition is added to the Agreement:

“Worker Population” means all User’s employees who, as of October 1st, either: (1) are under an employment contract, (2) are entitled to receive a W-2, and/or (3) are otherwise classified as an employee.

2. SOFTWARE SUBSCRIPTION LICENSE TERM: The parties acknowledge and agree that current User’s Software subscription license shall renew for a period of five (5) year commencing on December 31, 2025 through December 31, 2030. Thereafter, such term shall automatically renew for successive terms of one (1) year each, unless and until either party provides thirty (30) days advance written notice of non-renewal, in which case the Agreement shall terminate at the end of the then current term.

3. ENTERPRISE SOFTWARE AUDIT TERMS:

3.1 Audit. Commencing on October 1, 2029 and every 12 months thereafter (each, an “Audit Date”) during the term of User’s Subscription, User will report to Hyland or its authorized channel partner in writing its Worker Population (the “Customer Determination”).

3.2 Dispute Process for Customer Determination. Hyland may request additional information regarding the Customer Determination, and User shall provide Hyland or its authorized channel partner with access to User’s records in order for Hyland or authorized channel partner to verify the accuracy of the Customer Determination. If, following the review of such information, Hyland or authorized channel partner still question the Customer Determination, the parties will meet within ten (10) days in a good faith effort to resolve the dispute. Following such meeting, Hyland’s authorized channel partner will invoice User for additional Subscription Fees, based on its and Hyland’s good faith determination of the Worker Population in accordance with this Amendment.

3.3 Additional Fees Payable to Hyland’s Authorized Channel Partner. For purposes hereof, the parties agree that User’s Worker Population as of the Amendment Effective Date is 4,474 (the “Initial Worker Population”). Upon each increase of the Worker Population that causes the Worker Population to cross an Enterprise License Tier (as defined below), the Subscription Fees will increase by ten percent (10%) of the then-current fees. “Enterprise License Tier” means: (a) in the case of the first Enterprise License Tier, the number that is above the Initial Worker Population by the Enterprise License Tier Value, and (b) in the case of subsequent Enterprise License Tiers, each number that is greater than the previous Enterprise License Tier by the Enterprise License Tier Value. As of the Effective Date of this Amendment, the Initial Worker Population is 4,474, and the Enterprise License Tier Value is 447, the Enterprise License Tiers are: 4,474; 4,921; 5,368, etc. Hyland’s authorized channel partner will invoice Customer for additional Subscription Fees determined on a prorated basis, and such invoices will be paid in accordance with the agreement between Hyland’s authorized channel partner and User.

4. NO OTHER CHANGES: In all other respects the Master Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year set forth after their respective names below:

County of Sonoma

Hyland Software, Inc.

By:


Dan Fruchey (Nov 21, 2025 17:58:12 PST)

Name: (Print)

Dan Fruchey

Title:

Information Systems Director

Date:

Nov 21, 2025

By:

DocuSigned by:

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Name: (Print)

Jennifer R. Cook

Title:

VP, Global Revenue Operations

Date:

September 19, 2025

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September 19, 2025


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Final Audit Report

2025-11-22


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