



M-Files General Terms and Conditions

1. Definitions.

Unless the context otherwise requires, the following expressions shall have the meaning given to them herein and singular shall include the plural and vice versa:

"Affiliate" of a party shall mean a legal entity that is a) directly or indirectly owning or controlling the Party, or b) under the same direct or indirect ownership or control as the Party, or c) directly or indirectly owned or controlled by the Party, for so long as such ownership or control exist. Ownership or control shall exist through direct or indirect ownership of more than fifty percent (50%) of the nominal value of the issued equity share capital or more than fifty percent (50%) of the share entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions.

"Agreement" shall mean the binding and effective terms and conditions of any applicable subscription agreement and Order duly agreed upon by M-Files and Customer (including any terms and conditions incorporated therein by reference such as these General Terms & Conditions), and any amendments thereto. In the event of any conflict between these General Terms & Conditions and any subscription agreement or Order, such subscription agreement shall control (including any provisions in the "Specific Conditions" section of such agreement), unless its provisions are specifically and expressly amended by the terms of any new Order or in an amended agreement signed by the Parties.

"Availability" shall mean the available time of the planned uptime of the cloud-based part of the Software Service provided by M-Files.

"Confidential Information" shall have the meaning as given to it in section Confidentiality of these M-Files General Terms and Conditions.

"Client Software" shall mean Software files, documents, and other content that are offered to Customer by M-Files for purposes of running, use, and display of Software tools and the client interface on Customer's terminal devices but that are not defined as Per-Device Licensed Software or Server Software.

"Customer Data" shall mean information and data submitted by or on behalf of Customer to the Software Service, or otherwise communicated to M-Files by Customer or on behalf of Customer under the Agreement, excluding any M-Files' material and Third-Party Software and Services.

"Data Archive" is a storage type for storing non-mutable records and other archive data for infrequent access.

"Deliverable" means any deliverable, work product, program, interface, modification, configuration, report, or Documentation developed, delivered or otherwise created in the performance of and/or as a result of Implementation Services.

"Documentation" shall mean any manual and other documentation and material made available and/or prepared for M-Files' customers in relation to the Software Service, as may be updated from time to time including, but not limited to, these General Terms & Conditions.

"Effective Date" shall mean the date defined in the Agreement or, if such date is not defined, then the last date of the signatures or electronic acceptance of the Agreement.

"Error" shall mean incorrect code in Software or a defect that causes the Software not to operate in conformity with the applicable Documentation.

"Hosted Data" shall mean such Customer Data that is hosted by M-Files (or M-Files' third party hosted services provider) in order to provide Software Services to Customer.

"Initial Subscription Period" shall mean the first Subscription Period starting from the Effective Date.

"Implementation Services" shall mean implementation, consultancy, training, support and/or other similar type of professional services.

"Intellectual Property Rights" or **"IPR"** shall mean (i) patents, inventions, designs, copyright and related rights, database rights, trademarks and related goodwill, trade names (whether registered or unregistered) and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world.

"M-Files General Terms and Conditions" means this Appendix 1.

"Master Server" shall mean the hardware that operates as the main server on which Customer uses and runs the Server Software and that Customer has designated as its primary Server Software. The Server Software on Customer's Master Server is the core for Customer's Software Service. Setting up a new Master Server is subject to authorization by M-Files to set up a new instance of the Software Service.

"Order" shall mean an order agreed between the Parties whereby Customer or its Affiliate orders Subscription or Implementation Services subject to the terms and conditions of the Agreement.

"Party/Parties" shall mean the parties to the Agreement, individually as the "Party" and together as the "Parties".

"Per-Device Licensed Software" shall mean Software marked as per-device licensed software by M-Files.

"Platform Edition" shall mean the edition for user licenses and which defines for example volume limits of the Subscription. The different editions are described at <https://www.m-files.com/products/platform-editions/> or at another location on the M-Files website.

"Product Support" shall mean standard maintenance and support services offered to Customer as part of the Software Service and detailed in M-Files Product Support Policy located at <https://www.m-files.com/product-support-policy/> or at another location on the M-Files website.

"Renewal Subscription Period" shall mean any additional Subscription Period(s) following the Initial Subscription Period.

"Server Software" shall mean Software files, documents, and other content that are offered to Customer by M-Files for purposes of operating with said files and content on Customer's server hardware but that are not defined as Per-Device Licensed Software or Client Software.

"Software" shall mean M-Files computer program or programs specified in the Agreement and/or in an Order as part of the Subscription at the latest release available on the Effective Date or at the effective date of such Order, and any Updates which may be made available to and procured by Customer from time to time during the applicable Subscription Period. Software includes: Server Software, Per-Device Licensed Software, and Client Software (in each case only if ordered by Customer under an Order).

"Software Service" shall mean the standard on-premises and/or cloud-based Software, licenses thereto and the Product Support that are ordered by Customer as part of Customer's Subscription under the Agreement. The Software Service shall also include applicable Documentation and Customer's Subscription management capabilities.

"Statement of Work" or **"SoW"** shall mean a written specification of the services Customer has ordered.

"Subscription" shall refer to the combination of Software, Software Service and/or Product Support that Customer has ordered under the Agreement and/or applicable Orders. Subscription may also include Implementation Services if such services are agreed to be included into Customer's Subscription.

"Subscription Period" shall mean the agreed-upon term of Customer's right to access and use the Subscription, as set forth in the Agreement or in the applicable Order.

"Third-Party Software and Services" shall mean software, software components and products or software and/or data services as well as content developed by a third party or whose IPR belongs to a third party. Such Third-Party Software and Services might be supplied in or in connection with the Subscription.

"Updates" shall mean releases of the Software incorporating improvements, patches, error corrections and enhancements that are made available by M-Files to customers with an active Subscription. Updates do not include any software or services that are marketed and priced separately by M-Files or which M-Files makes available to its customers with active Subscription with an additional charge.

"User" shall mean, for example, officers, directors, employees, consultants, agents and independent contractors of Customer (where such consultants, agents and contractors are acting solely for the benefit of and on behalf of Customer) who access and use the Software Service using Customer's user IDs.

2. Use of the Software Service

2.1 Subject to the compliance with the terms and conditions of the Agreement and payment of all applicable fees, M-Files grants to Customer and its applicable Affiliates, solely during the Subscription Period, a limited, non-exclusive, non-transferable and non-sub-licensable right to install, access and use the Software, Software Service, Product Support and the Documentation, solely for Customer's internal business purposes and benefit. Customer acknowledges and agrees that its access and use of the Software Service is limited by the Subscription purchased by or for Customer as set forth in any applicable Order.

2.2 **Server Software:** Server Software shall be used on a single designated Master Server in Customer's Software Service during the Subscription Period. Customer may create backup servers and make copies of the Server Software solely for backup purposes. Customer may not use, run, load, or copy the Server Software that is installed on Customer backup server, other than to the extent technically necessary for an up-to-date backup. Customer shall not transfer Customer's license code from Customer's designated server to Customer's backup server.

2.3 **Replica Server Software:** If Customer has acquired a license to set up a replica server for Software Service, Customer may copy and run the necessary portions of the Server Software to a server that Customer has set up as a replica server in order to better manage Customer Data and to enable more effective decentralized data processing in Software Service.

2.4 **Per-Device Licensed Software:** If Customer acquired a license to install and use Per-Device Licensed Software, Customer may use the Per-Device Licensed Software on a single designated Customer device.

2.5 **Client Software:** Client Software shall be used in Customer's terminal devices.

2.6 **Named User Licenses** shall be assigned to specific individuals and authorizes the named person to access and use the Software and the Software Service. Customer may not transfer the licenses but may reallocate them. For the purposes of the definition of Named User License only, "transfer" means either (a) an assignment or transfer of the Named User License to a third party not authorized by the Agreement to use the Named User License, or (b) the sharing of a single Named User License by one or more person.

2.7 A **Concurrent User License** is a non-transferable authorization for the agreed maximum number of Users to access and use the Software and the Software Service. Only one User can use the license at a time.

2.8 **Read-only Named User Licenses** shall be assigned to specific individuals and authorizes the named person to access and use the Software and the Software Service and make any technically necessary temporary copies of the Software, all for the sole purpose of viewing the content Customer has created. Customer may

not transfer the licenses but may reallocate them. For the purposes of the definition of Read-only Named User License only, "transfer" means either (a) an assignment or transfer of the Read-only Named User License to a third party not authorized by the Agreement to use the Read-only Named User License, or (b) the sharing of a single Read-only Named User License by one or more person.

- 2.9 In order to use the Software Service, Customer shall access the Internet at Customer's own expense, either directly or through devices that can access web-based content. Customer shall procure all equipment and devices necessary to use the Software Service and to access the Internet. Customer shall not attempt to access any M-Files' systems, programs or data that are not part of Customer's Subscription.
- 2.10 Customer shall permit access to the Software Service only by its authorized Users who are acting solely for the benefit and on behalf of Customer. The access is limited to Customer's normal business purposes only. Customer is solely responsible for its Users' compliance with the terms of the Agreement and shall be liable for any breach of the same.
- 2.11 Customer shall be responsible for ensuring that its Users diligently maintain the confidentiality of any user IDs or similar user credentials and will not disclose them to any third party. Customer is liable for any misuse of its user IDs. Customer shall notify M-Files immediately of any unauthorized use of the user IDs or any other breach of security with respect to the Software Service.
- 2.12 Customer is responsible for the correctness and completeness of any programs, files, tools, systems, data, or other materials provided by or on behalf of Customer to M-Files for use in the provision of the Subscription or any services. Customer shall be responsible for M-Files having the right to use such materials for the purpose of performing its obligations under the Agreement.
- 2.13 Customer acknowledges that M-Files' performance of its responsibilities under the Agreement is dependent on Customer's timely performance of its obligations and Customer shall fulfill its obligations in accordance with the Agreement including without limitation timely decision making. Customer, and not M-Files, is responsible for ensuring that the Subscription is suitable for Customer's purposes or use. Customer will provide M-Files reasonable access to Customer's computers and network as required in connection with any Implementation Services.

3. Restrictions

- 3.1 Customer and its Users shall not and shall not authorize any third party to (i) modify, alter, translate, decompile, reverse engineer, or (ii) attempt to reconstruct, identify or discover any source code, underlying intellectual property, underlying user interface techniques or algorithms of any part of the Software Service, (iii) sell, loan, lease, transfer, license, sublicense, copy (except as permitted herein), market, distribute or otherwise make the Software Service or any portion thereof available for third parties; or (iv) use the Software Service for the purposes of creating any product or service that competes with the Software Service or any of M-Files' other products or services, or to copy any ideas, features, functions or graphics of the Software Service; or (v) use the Software Service for any timesharing, service bureau, subscription, rental or other computer based services to third parties or similar uses. Customer and its Users shall take all reasonable precautions to prevent unauthorized or improper use or disclosure of the Software Service. Customer and its Users will not input or upload to the Software Service any virus, Trojan horse, worm, time bomb, malicious logic, trap or back door, or computer programming routine, device, or other feature, that is intended to delete, disable, damage, interfere with, intercept, expropriate, or provide unauthorized access to the Software Service or any other software, program, data, device, system or service. Customer and its Users shall not use the Software Service to engage in any unlawful or abusive behavior or encourage others to engage in or foster such behavior. Customer and its Users shall not remove, alter, or obscure any trademark, copyright or proprietary label or notice accompanying or incorporated in the Software Service.
- 3.2 Customer acknowledges and agrees that Customer and its Users are not allowed to remove or circumvent any digital rights management mechanism, and Customer may not use the Software or any part thereof in conjunction with, or with the assistance of, any codes, keys, mechanisms, or hardware or software components that are meant to circumvent the protection and that are supplied to Customer by someone other than M-Files or one of its authorized distributors.
- 3.3 Customer shall not export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, the Software Service or any part thereof under the Agreement. Customer acknowledges that the export of any Software is subject to export or import control and Customer agrees that any Software or the direct or indirect product thereof will not be exported or re-exported from a country of installation unless Customer obtains prior agreement in writing from M-Files and all necessary licenses as required by any applicable laws and regulations. Customer shall comply in all material respects with any applicable export laws and regulations. Unless provided for in a separate agreement, Customer shall not disclose any information to M-Files or store any information within the Software Service that requires an authorization to be exported unless the authorization is required solely for export to countries subject to trade sanctions.
- 3.4 The Software Service is designed to support typical information management use cases and is subject to certain usage restrictions as described in the Documentation and at <https://www.m-files.com/products/platform-editions/>. These use cases include document management, case management, and contract management. M-Files has the right to restrict the usage of the Software Service if the use results in Customer significantly exceeding the restrictions specified under

the specified M-Files Platform Edition. Where feasible, M-Files will use commercially reasonable efforts, taking into consideration the circumstances, to provide Customer with prior written notice of any issues with such restrictions. M-Files shall remove the restriction once the issue has been remedied.

- 3.5 M-Files shall have the right to suspend Customer's or any User's access to the Software Service if Customer's or User's actions pose a material security risk to or may otherwise materially damage or harm the Software Service or the underlying infrastructure, or if Customer or User burdens or uses the Software Service for a purpose not permitted by the Agreement, applicable law or administrative order or in such a manner that jeopardize the provision of the Software Service to other users. Where feasible, M-Files will use commercially reasonable efforts, taking into consideration the circumstances, to provide Customer with prior written notice of any such suspension. M-Files shall remove the suspension once the issue has been remedied.

4. Changes to the Software Service

M-Files strives to continuously improve its products and services and may update the Software Service and related Documentation from time to time. M-Files shall be entitled to make such changes and improvements at any time including changes relating to its operations, technology and service offerings, M-Files shall make available to Customer information regarding such changes via email or through any available Customer portal or on its webpage.

5. Backup Copies

- 5.1 Unless otherwise agreed in writing, M-Files will make daily backup copies of the Hosted Data and retain one restore point per day for the last seven (7) days.
- 5.2 During the Subscription Period and for thirty (30) days thereafter (the "Retrieval Period"), Customer may request a backup copy of the Hosted Data, which M-Files will make available for Customer within thirty (30) days from Customer's written request on a medium or system to be determined by M-Files. Any services required to provide such backup to Customer will be provided as Implementation Services on time and material basis and invoiced, if not otherwise agreed, in accordance with M-Files' then current price list.
- 5.3 Upon termination or expiration of the Agreement, each Party shall promptly return or destroy all Confidential Information of the other Party in its possession. The obligation to return or destroy shall not apply to Confidential Information which (i) is subject to automatic back-up or disaster recovery procedures, provided that such Confidential Information shall continue to be treated as Confidential Information as set out in the Agreement, or (ii) needs to be restored in order to comply with mandatory law or related to legal proceedings. After the Retrieval Period, M-Files will have no further obligation to store and/or make available Hosted Data and shall have the right to delete the same. Except as specified in this section, Customer will no longer have access to Hosted Data after termination of the Agreement.
- 5.4 If Hosted Data is deleted, lost, altered or damaged by Customer using Customer's own user IDs or if Customer has otherwise by its own or its authorized action deleted, lost, altered or damaged Hosted Data, M-Files shall have the right to charge Customer for the work on the recovery of such Hosted Data on time and material basis in accordance with M-Files' then current price list.

6. Customer Data

- 6.1. As between M-Files and Customer, Customer retains ownership of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights thereto. Customer Data is Customer's Confidential Information and Customer is fully and solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use of all Customer Data. Customer is responsible for obtaining and maintaining all consents, rights, approvals, licenses, clearances, releases and permissions that may be required by any applicable law in order to allow M-Files to process Customer Data as described in the Agreement.
- 6.2. By uploading, transmitting or otherwise making available Customer Data on or through the Software Service, Customer hereby grants to M-Files a limited, nonexclusive, royalty-free, worldwide, and sublicensable right and license to collect, access, use, process, and transmit the Customer Data as may be necessary for M-Files, its Affiliates, subcontractors and service providers to provide the Software Service and perform and fulfill the rights and obligations under the Agreement. Customer acknowledges that data may be processed, and administrative functions of the Software Service may be provided from locations outside of its country.
- 6.3. To the extent that any Customer Data provided for the purposes of Product Support contains any personal data, M-Files processes such data on behalf of and for the benefit of Customer in accordance with the Agreement and the terms of the DPA between the Parties. Customer shall at all times hereunder remain the data controller of such personal data.
- 6.4. M-Files may use anonymized and aggregated data derived from Customer Data or Customer's use of the Software Service in accordance with applicable law and its confidentiality obligations for the purposes of supporting or improving the Software Service in a manner that will not identify Customer as the source thereof.
- 6.5. M-Files has the right, but no obligation, to remove or require Customer to remove all Customer Data or Hosted Data that is found to be in violation of the Agreement or applicable law or that is harmful or malicious to the Software Service.

7. Implementation Services

- 7.1. The Implementation Services are provided during normal local business hours of M-Files from Monday to Friday, excluding any national holidays. Unless otherwise expressly stated, time schedules, resources, work amounts, and other details for Implementation Services defined in this Agreement, an Order or SoW are estimates only.

- 7.2. M-Files will assign personnel of appropriate qualification and experience to perform and fulfil its obligations for Implementation Services. Each Party shall appoint authorized representative(s) to be the other Party's contact persons for matters related to agreed Implementation Services.
- 7.3. Implementation Services' work packages or advisory hours shall expire in twelve (12) months from the Effective Date.
- 7.4. Either Party may request a change to the Implementation Services, and for such purpose shall submit to the other Party a written notice setting forth the requested change and the reason for such request. The Parties shall discuss the necessity, desirability and/or acceptability of such change request and agree in writing upon the change and any resulting changes in the time schedules, and other relevant parts of the agreed Implementation Services.
- 7.5. Customer shall, without undue delay, give its acceptance or observations to M-Files' reporting regarding the progress of the Implementation Services and to any Deliverables of the Implementation Services furnished by M-Files to Customer. If an SoW specifies that acceptance testing is applicable, then upon M-Files completion of such Deliverable, Customer shall within ten (10) business days (or such other time period as is specified in the SoW) (the "**Acceptance Period**"), perform acceptance tests on such Deliverable to determine whether the Deliverable conforms in all material respects with the applicable agreed upon specifications and acceptance criteria set forth in the SoW. If Customer reasonably determines that the Deliverable does not comply in all material respects with the applicable specifications and acceptance criteria in the SoW, then Customer shall provide a written report to M-Files of any non-compliance within the Acceptance Period. Within thirty (30) days (or such alternative deadline mutually agreed to by both parties) from receipt of such written report, M-Files shall use reasonably diligent efforts to fix the Deliverable and re-deliver the Deliverable that satisfies in all material respects the applicable specifications and acceptance criteria. This procedure shall be repeated until the Deliverable conforms in all material respects to the applicable specifications and acceptance criteria. If M-Files is unable to meet such specifications and acceptance criteria after reasonable efforts, then, as its sole remedy, Customer shall be entitled to a refund of fees paid by it to M-Files for the non-conforming part of the Deliverable only. Minor deviations, which do not prevent the utilization of the Deliverable, shall not prevent Customer's acceptance.
- 7.6. If the delivery and/or acceptance is prevented due to a reason not in the scope of agreed Implementation Services, M-Files shall have the right to charge on time and material basis at existing rates for any additional work and costs due to such issue.
- 7.7. During the term of any Implementation Services engagement and for six (6) months thereafter, Customer agrees to the extent permitted by law that it will not, directly or indirectly, solicit for employment or employ any M-Files employee who performs or has performed essential tasks relating to any Implementation Services. In case of a breach of the non-solicitation restriction, M-Files has the right to request Customer to pay to M-Files by way of a penalty an amount corresponding to six (6) months' gross salary of the employee in question. The non-solicitation restriction shall not apply if the employment of the person in question has been terminated for a reason attributable to M-Files or if the recruitment or employment occurs in response to any public job advertisement.
- 8. Confidentiality**
- 8.1. Each Party shall keep in confidence all material and information, whether commercial, financial, technical or otherwise, relating to the business, affairs or methods of one Party ("**Disclosing Party**") or of its Affiliates or any person associated with that Party, given in respect of the Agreement to the other Party ("**Recipient**") or otherwise obtained by the Recipient and which is marked or designated as proprietary or confidential or which, should be reasonably understood to be proprietary or confidential ("**Confidential Information**"). The Recipient shall use such Confidential Information only for the purpose for which it was disclosed and for purposes of performing its obligations under the Agreement. The Recipient shall promptly notify the Disclosing Party upon becoming aware of a breach or threatened breach hereunder and shall cooperate with any reasonable request of the Disclosing Party in enforcing its rights.
- 8.2. The confidentiality obligations shall not be applied to material and information which: a) is or becomes generally available or otherwise public, without breach of this section; b) the Recipient has received from a third party without any obligation of confidentiality; c) is known to the Recipient prior to receipt of the same from the Disclosing Party without any obligation of confidentiality related thereto; d) Recipient or its Affiliate has developed independently without using Confidential Information from the Disclosing party; or e) the Recipient shall be obliged to disclose pursuant to a law, decree or other order issued by authorities or a judicial order in which case the Recipient shall inform the Disclosing Party, if legally permissible, and shall restrict the disclosure to the extent legally required, provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.
- 8.3. The Recipient may disclose Confidential Information on a need-to-know basis to its legal advisors, auditors, contractors, representatives, agents, or any director, officer or employee of the Recipient or its Affiliates, each of whom shall be bound by duties of confidentiality no less protective of than those contained in this section and provided that Recipient shall be responsible for any of their action in breach of this section.
- 8.4. The rights and responsibilities under this section shall survive the termination or expiration of the Agreement and shall remain in force for a period of five (5) years from the date of disclosure, provided, that the obligations and liabilities specified herein as they may relate to trade secrets or other intellectual property rights shall remain in effect and survive any termination hereof in accordance with the applicable law.
- 9. Intellectual Property Rights**
- 9.1. All right, title and interest, including all Intellectual Property Rights, in and to the Software, Software Service, Documentation, Deliverables, and M-Files Confidential Information and in each case all amendments, changes, enhancements, derivatives and copies thereto are and shall remain be owned by M-Files, its Affiliates and licensors.
- 9.2. M-Files retains ownership of all right, title and interest, including all Intellectual Property Rights, in and to all M-Files' Confidential Information. Customer retains ownership of all right, title and interest, including all Intellectual Property Rights, in and to all Customer's Confidential Information.
- 9.3. M-Files may utilize any and all methods, computer software, know-how or techniques related to programming and processing of data, developed by it while providing the Implementation Services and may, but is under no obligation to, incorporate the Deliverables in future releases of any of M-Files products and services.
- 9.4. Subject to the terms and conditions of the Agreement and due payment of all applicable fees and expenses, during the term of the Agreement only, Customer and its Affiliates shall have a non-exclusive, non-transferable, non-sublicensable right to use the Deliverables (if any are provided to Customer) in their internal business operations. Customer and its Affiliates may not sell or otherwise transfer the Deliverable to any third party. Training sessions may be recorded for Customer's internal purposes only.
- 9.5. M-Files shall have a royalty-free, worldwide, irrevocable, perpetual license to fully exploit, including the right to incorporate into M-Files products and services, any suggestions, enhancement requests, recommendations or other feedback that may be provided by Customer relating to the Software Service or any other M-Files products or services.
- 9.6. Except as otherwise expressly provided in writing, the Agreement shall not give a Party any direct, indirect or implied right or license to use or otherwise exploit Intellectual Property Rights belonging to the other Party or any third party.
- 10. Warranty**
- 10.1. M-Files warrants that during the applicable Subscription Period a) the Software Service will conform in all material functional respects with the applicable Documentation, and (b) M-Files obligations under this Agreement shall be rendered in a professional workman like manner. Upon written notice from Customer M-Files will, at no additional cost to Customer, provide remedial services within a reasonable time period. Customer will provide M-Files with reasonable assistance and information available to Customer. This warranty shall only apply if the Software Service has been utilized by Customer in accordance with the applicable Order and the terms and conditions of the Agreement. M-Files is not responsible for correcting Errors caused by changes in, or modifications to, the operating characteristics or functionality of any computer hardware or operating system for which the Software or any part thereof is procured, nor is M-Files responsible for Errors which result from the use of the Software Service or any part thereof in conjunction with Third-Party Software and Services or with hardware which is incompatible with the operating system for which the Software Service or any part thereof is being procured.
- 10.2. M-Files warrants that any Implementation Services and Deliverables provided hereunder shall be provided in a competent manner and in accordance with any required specifications in all material respects. M-Files' liability and Customer's exclusive remedy for errors in the provision of the Implementation Services and/or Deliverables shall be limited to correction of the error or repeating the applicable Implementation Services and/or Deliverables, provided that Customer informs M-Files of the error in writing during the warranty period. The warranty period is ninety (90) days from the date of delivery of the applicable Implementation Services and/or Deliverables.
- 10.3. **M-FILES DOES NOT REPRESENT THAT THE FUNCTIONS OR THE OPERATION OF THE SOFTWARE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED. M-Files represents and warrants that it shall perform the Software Services in compliance in all material respects with laws and regulations which are directly applicable to the general business organization, facilities and processes of M-Files. Customer represents and warrants that it shall access and use the Software Services and provide the Customer Data in compliance in all material respects with laws and regulations which are directly applicable to the general business organization, facilities and processes of Customer.**
- 10.4. **TO THE FULL EXTENT PERMITTED BY LAW, THE WARRANTY SET FORTH IN THIS SECTION 10 IS M-FILES' EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES AND UNDERTAKINGS. M-FILES EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE SERVICE, IMPLEMENTATION SERVICES OR DELIVERABLES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE. M-FILES EXPRESSLY DISCLAIMS AND EXCLUDES ANY WARRANTY PERTAINING TO THIRD-PARTY SOFTWARE AND SERVICES.**
- 11. Indemnification**
- 11.1. M-Files will indemnify, defend, and hold Customer harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to,

reasonably attorneys' fees) (collectively, "Losses") incurred arising out of or in connection with a claim, suit, action or proceeding brought by a third party against Customer alleging that the Software Service or Deliverable or the use of the same in accordance with the Agreement and the applicable Documentation infringes upon a third party's IPR.

- 11.2. If the Software Service or Deliverable is held to infringe or if M-Files, in its sole discretion, reasonably believes that the Software Service or Deliverable may infringe, M-Files shall, at its own expense and discretion, use commercially reasonable efforts to a) acquire for Customer the right to continue the use of the Software Service or Deliverable, or b) replace any infringing part with non-infringing one without material loss of functionality, or c) modify the Software Service or Deliverable to the extent necessary to avoid the infringement. If none of the alternatives defined in a), b), or c) above are commercially feasible (as determined by M-Files), M-Files shall terminate Customer's user rights and the Agreement and Customer agrees to cease using the Software Service or Deliverable under the Agreement. M-Files shall reimburse any unused, prepaid amounts to Customer for the terminated Software Service or for Implementation Services, which shall not be performed due to earlier termination of the Agreement pursuant to this section.
- 11.3. Excluded from the above indemnification obligations are claims to the extent arising from (i) use of the Software Service or Deliverable in violation of applicable law, the Agreement or against M-Files' Documentation; or (ii) modifications, alterations, amendments or other actions by Customer or Customer's third party, if and to the extent the infringement would not have occurred but for such modification, alterations, amendments, or other such actions; or (iii) M-Files' compliance with any unique instructions, specifications, or design provided by Customer or any third party on behalf of Customer if and to the extent such compliance with Customer's requirements or specifications resulted in the infringement; or (iv) the use of the Software Service or Deliverable in connection or combination with any software, equipment, environment or products not provided by M-Files or approved by M-Files in writing if the Software Service or Deliverable would not infringe without such combination or connection; (v) Customer Data; or (vi) use or any version of the Software or Deliverable other than the latest version of the Software Service or Deliverable.
- 11.4. This Indemnification section states M-Files sole liability and Customer's exclusive remedy with respect to any third party IPR infringement claims.
- 11.5. Customer will defend, indemnify, and hold M-Files and its Affiliates harmless from and against any and all Losses incurred arising out of or in connection with a claim, suit, action or proceeding brought by a third party against M-Files or any of its Affiliates alleging that any Customer Data or Third-Party Software and Services provided by Customer or any use or processing thereof infringes any privacy rights or a third party's IPR.
- 11.6. The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying party shall not settle any claim without the indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified party shall also provide the indemnifying party with reasonable cooperation and assistance in defending such claim (at the indemnifying party's cost).

12. Force Majeure

"Force Majeure Event" means any failure by a Party to perform its obligations under the Agreement caused by an impediment beyond its reasonable control (including without limitations strike, fire, flood, governmental acts or unavailability of third party infrastructure or energy sources), and the consequences of which could not reasonably have been avoided or overcome by such Party. Excluding any Customer payment obligations, non-performance by either Party shall be excused to the extent that performance is rendered impossible by a Force Majeure Event. A Force Majeure Event suffered by a subcontractor of a Party shall also discharge such a Party from liability if subcontracting from other source cannot be made without unreasonable costs or a significant loss of time. A Party shall notify the other Party in writing without undue delay of a Force Majeure Event and shall take commercially reasonable and diligent actions to remedy such Force Majeure.

13. Limitation of Liability

- 13.1. EXCEPT AS SET FORTH IN SECTION 13.3 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL, PUNITIVE OR SPECIAL LOSS OR DAMAGE SUCH AS, WITHOUT LIMITATION, ANY LOSS OF PRODUCTION, LOSS OF DATA, LOSS OF PROFITS OR OF CONTRACTS, LOSS OF BUSINESS OR OF REVENUES, LOSS OF OPERATION TIME, LOSS OF GOODWILL OR REPUTATION DUE TO ANY CAUSE AND THE RESULTING DAMAGES AND EXPENSES INCURRED, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.2. EXCEPT AS SET FORTH IN SECTION 13.3, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY UNDER AND IN RELATION TO THE AGREEMENT (INCLUDING SERVICE CREDITS, POSSIBLE LIQUIDATED DAMAGES AND OTHER SIMILAR CONTRACTUAL CREDITS AND PENALTIES) SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO FEES ACTUALLY PAID TO M-FILES BY CUSTOMER UNDER THE AGREEMENT FOR THE TWELVE (12) MONTHS PRIOR TO THE EVENT OUT OF WHICH THE LIABILITY AROSE. "EVENT" MEANS ANY SINGLE EVENT OR THE FIRST OF

A SERIES OF CONNECTED EVENTS GIVING RISE TO LIABILITY AND ARISING FROM THE SAME CAUSE.

- 13.3. EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR: (A) BREACH OF CONFIDENTIALITY, (B) BREACH OF A PARTY'S OBLIGATIONS UNDER THE DPA, AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SHALL NOT EXCEED TWO (2) TIMES THE AMOUNT OF FEES PAYABLE TO M-FILES BY CUSTOMER UNDER THE TERM OF THE AGREEMENT. THE LIMITATIONS OF LIABILITY IN THIS SECTION 13 SHALL NOT APPLY TO DAMAGES CAUSED BY WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF THE OTHER PARTY. THE ABOVE LIMITATIONS OF LIABILITY IN NO WAY LIMITS CUSTOMER'S OBLIGATION TO PAY M-FILES ANY APPLICABLE FEES OR COSTS OWED UNDER THE AGREEMENT. NOTHING IN THE AGREEMENT SHALL OPERATE TO RESTRICT OR EXCLUDE ANY LIABILITY OF A PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OF A PARTY OR FOR ANY OTHER RESTRICTION OR EXCLUSION NOT PERMITTED BY LAW.

- 13.4. All claims under the Agreement must be made within two (2) years from the event out of which the liability arose. The limitations of liability in this section apply to the fullest extent permitted by applicable law.

14. Fees and Payment Terms

- 14.1. Customer agrees to pay M-Files the fees and charges specified in the applicable Order and SoW, if applicable. Fees and charges are exclusive of taxes and import duties as a result of the Software Service, which shall be added to the prices according to the then current applicable regulations. Customer shall be responsible for the payment of all sales, use, value-added, consumption and similar taxes applicable to the Software Service, except for taxes related to M-Files' net income and any taxes or obligations imposed upon M-Files under federal, state, and local labor laws.
- 14.2. The Subscription and other recurring charges are priced and invoiced annually in advance. Fixed price Implementation Services are invoiced fully in advance, unless otherwise specifically agreed in the applicable Order or SoW. Implementation Services on time and material basis are invoiced monthly following their performance. Any costs and expenses shall be invoiced monthly in arrears.
- 14.3. M-Files shall be entitled to separately charge for services, work or deliverables that are not within the scope of the agreed upon Order or SoW and which Customer has requested in writing.
- 14.4. Implementation Services, if applicable, that are performed and delivered outside defined business hours in the applied time zone will be invoiced by multiplying the hourly price with the rates set forth in the M-Files overtime hour rates for non-business hours (see chart below) If Customer has ordered Implementation Services as any work package, the used hours will be multiplied by the applicable rate and deducted from Customer's Implementation Services work package. Implementation Services outside defined business hours are performed only if necessary and mutually agreed upon in writing (email is sufficient).

Non-business hours	Rate
Mon-Fri 6 pm – 9 pm	1.5 x
Mon-Fri, 6 am – 8 am	1.5 x
Mon-Fri 9 pm – 6 am	2.0 x
Saturday 8 am – 9 pm	2.0 x
Saturday 9 pm – 8 am	2.5 x
Sunday and national holiday 8 am – 9 pm	2.5 x
Sunday and national holiday 9 pm – 8 am	3.0 x

- 14.5. The term of payment for each invoice is fourteen (14) days net from the date of the invoice, unless otherwise agreed upon in an applicable Order. All undisputed fees are non-refundable.
- 14.6. If M-Files is required to pay any tax, assessment, fee, or similar charges that are payable by Customer or due to its use of the Software Services (excluding M-Files income tax), Customer shall reimburse M-Files for such payments upon written notice thereof.
- 14.7. If any undisputed charge owing by Customer is thirty (30) days or more overdue M-Files shall have the right to suspend access to the Software Service and suspend performance of related obligations under the Agreement and/or any Order without incurring any liability whatsoever until such payment together with accrued interest is made in full. Customer will be given, via email, notice of its overdue payment at least ten (10) days prior to such suspension. Customer will continue to incur and owe all applicable fees irrespective of any such suspension. No suspension shall occur if payment is made in full within the ten (10) days' notice period. If M-Files be forced to commence any collection or legal action relating to Customer's unpaid fees, then M-Files is entitled to recover its reasonable attorneys' fees and other direct costs arising in connection with any collection actions or legal proceedings.
- 14.8. Customer shall have no right to set-off, deduct from or reduce payments owed under any Order in respect of any claim against or obligation of M-Files whatsoever, except those that are undisputed or have been legally established.

- 14.9. Customer is responsible for all travel, and related accommodations (such as out-of-pocket costs and expenses as well as daily allowances) that may be required or requested in connection with the provisions of any M-Files services. M-Files is entitled to charge its prevailing rates for any agreed upon travel. Any travel arrangements shall be agreed upon in advance.
- 14.10. Customer agrees to pay a late charge interest at a rate of one and a half percent (1.5%) per month or the maximum lawful rate permitted by applicable law, whichever is less, for all unpaid and late amounts.
- 14.11. M-Files is entitled to adjust the prices. Any increase in Subscription pricing for each Renewal Subscription Period shall not exceed five percent (5%) over the then-current Subscription pricing, provided that Customer renews its entire then-current Subscription volume. If the increase of the Consumer Price Index (CPI) in the home country or economic region of the currency used, since the start of the current Subscription Period, exceeds 5%, then M-Files is entitled to increase Subscription pricing by such CPI increase. The CPI increase is based on the data available at the time of the announcement of possible adjustment to the prices. For additional detail on M-Files CPI policy, see <https://community.m-files.com/cpi-methodology>. M-Files will notify Customer of possible increase at least sixty (60) days in advance of the end of any Subscription Period.
- 14.12. Notwithstanding the foregoing, with respect to Customers of M-Files Affiliate in Germany the following shall apply: Customer agrees to pay a late charge interest of eight (8) percentage points above the base interest rate for all amounts not paid when due without further warning.
- 14.13. Notwithstanding the foregoing, with respect to Customers of M-Files Affiliate in France the following shall apply: Customer agrees to pay (i) a late charge interest corresponding to three (3) times the legal interest rate per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts not subject to a good faith dispute and not paid when and (ii) the fixed charge to cover recovery costs in commercial transactions, at the amount in force the date of issuance of the invoice, as provided for in Article L.441-10 of the French Commercial Code (set at €40 at the date of establishment of these M-Files General Terms and Conditions) or any provision which would replace or complete the latter, as well as any other recovery costs incurred by M-Files, upon presentation of the supporting documents.
- 15. Certification and Audit**
Upon M-Files' prior written request and no more than once every twelve (12) months, Customer shall provide M-Files with a signed certification (i) verifying that the Software Service is being used pursuant to the provisions of the Agreement and (ii) listing all respective locations where Customer uses the Software Service. M-Files may perform an audit, not more than once per twelve (12) month period, of Customer's compliance with the provisions of the Agreement. Any such audit shall be performed at M-Files' expense and shall occur during Customer's normal business hours. M-Files shall notify Customer, in writing, thirty (30) business days prior to such audit. Such audit shall not unreasonably interfere with Customer's business operations. Customer agrees to reasonably cooperate with M-Files in such audit.
- 16. Term and Termination**
- 16.1. The Agreement shall enter into force on the Effective Date and shall continue to remain in force until terminated by either Party in accordance with the terms and conditions of the Agreement.
- 16.2. Unless otherwise set forth in the applicable Order, the Initial Subscription Period begins on and is valid for three (3) years from the Effective Date. The Subscription will automatically renew for successive Renewal Subscription Periods, unless either Party terminates the Agreement or the current Subscription with a written notice to the other Party, a) by Customer at least forty-five (45) days or b) by M-Files at least hundred and eighty (180) days prior to the end of the Initial Subscription Period or any of the then current Renewal Subscription Period. Unless otherwise agreed, each Renewal Subscription Period shall be twelve (12) months. Any additional orders by Customer during the Initial Subscription Period or any Renewal Subscription Period shall be combined with the then current Subscription Period. Customer shall be liable for any outstanding payments even if Customer decides to terminate the applicable Subscription after the Subscription has been automatically renewed. The termination of the Agreement shall also terminate the Subscription including any separate Orders relating thereto.
- 16.3. Either Party may terminate the Agreement or any applicable Order with immediate effect by a written notice to the other Party upon the occurrence of any of the following events: (i) if the other Party becomes insolvent, applies for or is adjudicated in bankruptcy or liquidation; or (ii) if the other Party materially breaches the Agreement. If such breach is capable of being remedied, then the termination shall take effect within thirty (30) days from the receipt of a written notice from the non-breaching Party describing such breach and the intention to terminate if the breaching Party fails to remedy such breach within such time period. If the Agreement is terminated by Customer due to material breach of M-Files, then Customer shall be entitled to a refund for any prepaid unused fees for the remainder of the Subscription Period after the effective date of termination.
- 16.4. Upon termination or expiration of the Agreement for any reason M-Files shall no longer provide the applicable Subscription, Implementation Services or Deliverables to Customer and Customer shall cease using the same. All outstanding obligations to pay amounts will survive termination of the Agreement and Customer shall be liable to pay M-Files for the fees that had accrued prior to the termination or expiration date. Any right to use the Subscription and Deliverables shall terminate at the end of the notice period.
- 16.5. Any termination is without prejudice to the provisions of the Agreement, which are expressed to survive any such termination or which, by their nature, are intended to survive an expiration of the Agreement.
- 17. Governing Law and Dispute Resolution**
- 17.1. If the M-Files Party of the Agreement is an Affiliate of M-Files, the Agreement will be governed by the laws of the country in which such M-Files Affiliate is situated. Any dispute arising out of or relating to the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be primarily settled by amicable negotiations between the Parties. Should the Parties fail to reach an outcome acceptable to both Parties as a result of such negotiations within sixty (60) days from the date a Party requested in writing to commerce with such negotiations, the Parties consent to the exclusive jurisdiction of the courts where such M-Files Affiliate is located, or in the event of multiple offices, where the registered office of such Affiliate is located.
- 17.2. Notwithstanding the foregoing, with respect to Customers of M-Files Corporation, the following shall apply: The Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions and the applicability of the United Nations Convention on Contracts for the International Sale of Goods. Any dispute arising out of or relating to the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be primarily settled by amicable negotiations between the Parties. Should the Parties fail to reach an outcome acceptable to both Parties as a result of such negotiations within sixty (60) days from the date a Party requested in writing to commerce with such negotiations, the dispute shall be finally settled in arbitration by one arbitrator with expertise in ICT law in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration shall take place in Helsinki, Finland and the language to be used in the proceeding shall be English (or Finnish with the mutual decision of the Parties). The arbitration procedure and all related material and information is treated as Confidential Information.
- 17.3. Notwithstanding the foregoing, with respect to Customers of M-Files Inc., a Delaware corporation, the following shall apply: The Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by and construed in accordance with the laws of the State of New York, excluding its choice of law provisions and the applicability of the United Nations Convention on Contracts for the International Sale of Goods. Any legal action or proceeding with respect to the Agreement shall be brought in the state or federal courts in New York, New York. By execution and delivery of the Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. Each party knowingly, voluntarily, and intentionally waives (to the extent permitted by applicable law) any right the party may have to a trial by jury of any dispute arising under or relating to the Agreement.
- 18. Data Privacy**
M-Files will provide the Software Services in accordance with privacy and data protection laws, to the extent applicable to M-Files as a processor. The Parties agree that the processing of personal data and/or personally identifiable information, as applicable, by M-Files shall take place under the terms and conditions of M-Files standard Data Processing Addendum ("DPA") at: <https://www.m-files.com/wp-content/uploads/2022/08/DPA-for-M-Files-Services-English.pdf> or at another location on the M-Files website.
- 19. Miscellaneous**
- 19.1. **Assignment.** Neither Party may assign any of its rights or obligations hereunder without the other Party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign the Agreement without the other Party's consent to its Affiliate or in connection with a corporate reorganization, consolidation, merger, acquisition or sale of all or substantially all of its assets, except in the event of assignment to a direct competitor of the other Party, the other Party may terminate the Agreement upon written notice to the assigning Party. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns. There are no third-party beneficiaries under this Agreement.
- 19.2. **Contractors.** M-Files may use its Affiliates, independent contractors or subcontractors to assist in the delivery of Subscriptions, Software, Software Service, Implementation Services or components thereof. M-Files shall be responsible for the performance of such contractors and their compliance with M-Files' obligations under the Agreement, except as otherwise specified in the Agreement.
- 19.3. **Publicity.** M-Files may use and display its relationship with Customer (including its logo) in its marketing and sales promotions activities in all M-Files' marketing channels, and in customer listings during the term of the Agreement provided that Customer may restrict or terminate such use upon written notice to M-Files at any time.
- 19.4. **Notices and Communication.** All notices required by or related to the Agreement shall be given in writing to the contact persons in the Agreement or as updated by any Order and either (i) by being hand-delivered to the receiving Party, (ii) by being addressed by registered mail or delivered by recognized private carrier and addressed to the receiving party at its address set forth in the main body of the Agreement, or (iii) by being transmitted by electronic mail with receipt confirmed. However, any notices to Customer related to invoicing will be addressed to the relevant billing contact designated by Customer. A Party shall inform the other

Party of any change of its address by giving a written notice hereunder to the other Party.

- 19.5. **General.** The Agreement may be amended in writing by signature or electronic acceptance of any authorized representatives of each of the Parties. The Parties are independent contractors, and the Agreement does not create any partnership, franchise, joint venture, agency, employment relationship, or similar arrangement between the Parties. Neither Party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other Party's name or on its behalf, unless otherwise specifically agreed. The waiver or failure of either Party to exercise in any respect any right provided for in the Agreement shall not be deemed a waiver of the subject right or any further right under the Agreement. If any provision of the Agreement shall be declared void, illegal or unenforceable, the remainder of the Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event the Parties shall agree to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision. The Agreement sets out all terms agreed between the Parties and supersedes all other agreements between the Parties relating to its subject matter. In entering into the Agreement, neither Party has relied on, and neither Party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly set out in this Agreement. All appendices, exhibits and schedules attached to the applicable Order are incorporated by reference into the Agreement. Any inconsistent or conflicting terms and conditions contained in any purchase order or invoice issued by Customer shall be of no force or effect.
- 19.6. **United States Government Restricted Rights Legend.** The following provision applies only if Customer is a branch or agency of the United States Government or is purchasing the Software Service on behalf of the United States Government. The Software Service is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995). Use, duplication, or disclosure of the Software and Documentation by the United States Government is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR- 52-227.19, as applicable.