M-FILES CORPORATION END-USER LICENSE AGREEMENT

This end-user license agreement (hereinafter "**EULA**") is a legally binding agreement between customer (an individual or a legal entity, hereinafter referred to by the term "**Customer**") and M-Files Inc. (hereinafter "**M-Files**"). M-Files authorizes Customer to access and use the Software Service (as defined below) under the terms and conditions set forth below (including the defined terms set forth in *Exhibit A* hereto under "**Definitions**" and restrictions set forth in *Exhibit B*).

BY ACCESSING, DOWNLOADING, INSTALLING, OR USING THE SOFTWARE SERVICE, IN ANY FORM OR MEDIA, CUSTOMER CONFIRMS THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS EULA, AND THAT CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY IT AND ANY UPDATES TO IT FROM TIME TO TIME (IF ANY). IF CUSTOMER DOES NOT AGREE OR DOES NOT WISH TO BECOME A PARTY TO THIS EULA, CUSTOMER SHOULD NOT ACCESS, DOWNLOAD, INSTALL OR USE THE SOFTWARE SERVICE. IF AN INDIVIDUAL IS ACCEPTING THIS EULA ON BEHALF OF (AND FOR USE ON BEHALF OF) A COMPANY, GOVERNMENTAL ENTITY OR OTHER ENTITY (AN "**ENTITY**"), THE INDIVIDUAL REPRESENTS THAT THE INDIVIDUAL HAS THE AUTHORITY TO BIND SUCH ENTITY (AND ITS AFFILIATES, IF APPLICABLE) TO THE TERMS OF THIS EULA. THE TERM "CUSTOMER" REFERENCED HEREIN REFERS TO: (1) THE ENTITY, ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES AS WELL AS ITS APPLICABLE AFFILIATES, OR (2) AN INDIVIDUAL, IN THE CASE OF A NON-LEGAL ENTITY.

THE "EFFECTIVE DATE" FOR THIS EULA IS THE EARLIER OF THE FOLLOWING: A) THE DATE OF ANY APPLICABLE CUSTOMER ORDER, OR B) THE FIRST DAY CUSTOMER ACCESSES, DOWNLOADS, INSTALLS, OR USES THE SOFTWARE SERVICE. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THE APPLICABLE CUSTOMER ORDER, CUSTOMER ORDER FOR THE SOFTWARE SERVICE MAY NOT BE CANCELLED ONCE THIS EULA HAS BEEN ACCEPTED, AND NO REFUNDS WILL BE GRANTED. Any terms or conditions appearing or referred to on any Customer's purchase order or Customer's other order document that are different from, or in addition to, the terms of this EULA will not be binding on M-Files, if not separately agreed in writing, even if payment is accepted.

1. GRANT OF LICENSE

Customer may acquire the Subscription from M-Files or one of its authorized distributors. Subject to Customer's Subscription, payment of applicable fees and compliance with the terms and conditions of this EULA as well as any restrictions set forth in the applicable Order, M-Files grants and makes available to Customer, solely during the Subscription Period, a limited, non-exclusive, non-transferable, and non-sublicensable right to install, access, and use the Software, Software Service, the results of Product Support, and the Documentation, solely for Customer's internal business purposes. M-Files reserves all rights not expressly granted to Customer. M-Files may make modifications and improvements to the Software Service, particular components of the Software Service or information concerning the Software Service from time to time.

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.

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.

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

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.

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.

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.

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.

In order to use the Software Service, Customer shall have access to Internet at Customer's own expense, either directly or through devices that can access web-based content and pay any service fees associated with such access. In addition, Customer shall procure all equipment and devices necessary to use the Software Service and make connection to the Internet. Customer shall not attempt to access any M-Files' systems, programs or data that are not made available for Customer's use and/or are not part of Customer's Subscription.

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 responsible for its Users' compliance with the terms of this EULA; and is liable to M-Files for breach of the same. Customer shall be responsible for ensuring that Users diligently maintain the any user IDs or similar user credentials in confidence and will not disclose them to any third party. Customer is fully liable for any use or misuse of its user IDs and for all actions taken in the Software Service with its user IDs. Customer shall notify M-Files immediately of any unauthorized use of its user IDs or any other breach of security with respect to the Software Service.

M-Files will make daily backup copies of the Hosted Data and retain one restore point per day for the last seven (7) days. During the Subscription Period and for thirty (30) days thereafter, 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 invoiced on time and material basis in accordance with M-Files' then current price list.

2. NON-PRODUCTION USAGE

If Customer acquired the Software Service for evaluation, testing, demonstration or other similar purposes, any license and rights granted hereunder are valid only for such limited non-production purpose. Customer may not use the Software Service subject to such non-production license for any other purposes, including but not limited to profit-seeking purposes and use to gain technical or other information for commercial use. The non-production license is valid until the earlier of (a) the end of maximum thirty (30) days' evaluation and testing period, or (b) the start date of any purchased Subscription, or (c) termination of such non-production license by M-Files in its sole discretion. Additional terms and conditions for non-production usage may apply, and such additional terms and conditions are incorporated into this EULA by reference and are legally binding.

CUSTOMER UNDERSTANDS AND AGREES THAT THE SOFTWARE SERVICE FOR NON-PRODUCTION PURPOSES IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. NEITHER M-FILES NOR ITS LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. M-FILES DOES NOT WARRANT THAT THE SOFTWARE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SOFTWARE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SOFTWARE SERVICE WILL BE CORRECTED.

ANY HOSTED DATA CUSTOMER ENTERS INTO THE SOFTWARE SERVICE DURING CUSTOMER'S NON-PRODUCTION PERIOD MAY BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME OR HIGHER PRODUCT EDITION AS USED FOR NON-PRODUCTION PURPOSES OR EXPORTS SUCH DATA BEFORE THE END OF THE NON-PRODUCTION PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED DURING THE NON-PRODUCTION USAGE TO A LOWER PRODUCT EDITION; THEREFORE, IF CUSTOMER ORDERS A LOWER PRODUCT EDITION FROM THAT COVERED BY THE NON-PRODUCTION USAGE, CUSTOMER SHALL EXPORT HOSTED DATA BEFORE THE END OF SUCH NON-PRODUCTION PERIOD OR SUCH DATA MIGHT BE PERMANENTLY LOST.

3. MENT-SPECIFIC TERMS OF USE

3.1 Ment is a web-based document automation Software-as-a-Service (hereinafter "Ment Services"). The EULA and this section 3 applies to those Customers that have subscribed to Ment Services. In case of conflict between this section 3 and the rest of the provisions in this EULA in regard to Ment Services, this section 3 will prevail.

3.2 Notwithstanding any terms and conditions to the contrary, some of the Ment Services' functionalities allow Customer to share some interfaces of the Ment Services with Customer's own customers, including but not limited to sharing client materials. Customer is allowed to use such functionalities in accordance with this EULA.

3.3 The Ment Services or their contents (including contracts, documentation and other materials generated by the Ment Services) do not constitute a legal opinion or advice of any kind. M-Files is not liable for any deficiencies or inaccuracies in any of the materials generated by the Ment Services or the use of such materials. Customer is responsible for the use of the contents of the Ment Services in Customer's operations, including any contracts and legal documents. The total aggregate liability of the Parties in regard to Ment Services shall be limited to the average monthly fees paid by the Customer for the Ment Services multiplied by three (3).

4. RESTRICTIONS

Customer and its Users shall not and shall not authorize any third party to (i) modify, alter, adapt, translate, decompile, disassemble reverse engineer, or (ii) attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Software Service or any portion thereof, (iii) sell, loan, lease, transfer, license, sublicense, copy (except as permitted herein), market, distribute or other similar way make the Software Service or any portion thereof available for third parties; or (iv) use the Software Service for the purposes of creating a competitive product or service, 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 without the express prior written consent of M-Files in each instance. 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.

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.

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 this EULA. 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) directly or indirectly, unless Customer obtains prior agreement in writing from M-Files and all necessary licenses as required by any applicable laws and regulations.

Customer understands and acknowledges that the Software Service is designed to support typical information management use cases such as document management, case management, and contract management. *Exhibit B* hereto specifies certain restrictions related to the usage of the Software Service. M-Files has the right to restrict the usage of the Software Service if the use results in Customer significantly exceeding the applicable restrictions. Where feasible, M-Files will use commercially reasonable efforts, taking into consideration the circumstances, to provide Customer with prior notice of any noncompliance with such restriction. M-Files shall have the right to prevent 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 prohibited by the EULA, applicable law or administrative order or in such a manner that jeopardize the provision of the Software Service to other users. M-Files shall have the right to suspend the Software Service, if M-Files has not received full and timely payment for Customer's or User's use of the Software Service, Customer ceases to conduct its business, is in bankruptcy or liquidation, or is found insolvent in recovery proceeding. Customer acknowledges that generative AI technology is constantly evolving and in early stages of development and thus cannot be fully relied on but should only be used as an assisting tool. Any result generated by generative AI technology requires human review. Use of generative AI technology offered by M-Files is limited as described at https://www.m-files.com/platform-editions/ and shall be updated from time to time.

5. CUSTOMER DATA

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 that may be required by any applicable law in order to allow M-Files to process Customer Data as described in this EULA.

By submitting, uploading, providing, 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, delete, 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 EULA. Customer acknowledges that data may be processed, and parts of the Software Service may be provided from locations outside of its country. M-Files may collect and use anonymized and aggregated data derived from Customer Data (subject to M-Files' compliance with applicable law and confidentiality obligations) for purposes such as building machine learning for automatic classification of data in order to improve the Software Service and M-Files' products and services. M- Files has the right, but no obligation, to remove or require Customer to remove all Customer Data that is found to be in violation of the EULA or applicable law and/or any Hosted Data that is harmful or malicious to the Software Service.

CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD M-FILES, ITS AFFILIATES, EMPLOYEES, LICENSORS, AND AGENTS HARMLESS AGAINST ANY CLAIM, LIABILITY, DAMAGES, LOSSES, JUDGMENTS, AND OTHER EXPENSE (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES AND OTHER LEGAL COSTS) ARISING OUT OF OR RESULTING FROM ANY THIRD PARTY CLAIMS MADE OR PROCEEDINGS BROUGHT AGAINST M-FILES TO THE EXTENT SUCH LIABILITY ARISES IN THE EXECUTION OR PERFORMANCE OF THIS EULA AND RESULTS FROM CUSTOMER'S 1) NEGLIGENCE OR WILLFUL MISCONDUCT, OR 2) BREACH OF THIS EULA.

M-Files reserves the option of taking control over any infringement procedure related to Customer's use of the Software Service, and Customer shall fully cooperate with M-Files in asserting any available defense and stand for the expenses.

M-Files may use anonymized and aggregated data derived from 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. OWNERSHIP

Customer acknowledges and agrees that as between M-Files and Customer, all right, title and interest, including any Intellectual Property Rights, in and to the Software, Software Service, Documentation, and M-Files Confidential Information and in each case all amendments, changes, enhancements, derivatives and copies thereto are and shall remain be owned by and/or shall be vested solely in M-Files and its Affiliates and licensors, as applicable. The Software Service is licensed, not sold. Except as otherwise expressly provided in writing, this EULA shall not give Customer or any third party any direct, indirect or implied right or license to use or otherwise exploit Intellectual Property Rights belonging to M-Files, its Affiliates or licensors, as applicable.

7. CONFIDENTIALITY

Each party (the "**Receiving party**") will regard any information provided to it by the other party (the "**Disclosing party**") and designated in writing as proprietary or confidential to be confidential ("**Confidential Information**"). Confidential Information shall also include information which, to a reasonable person familiar with the Disclosing party's business and the industry in which it operates, is of a confidential or proprietary nature. Confidential Information of M-Files includes any Confidential Information of M-Files' Affiliates. The Receiving party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity *except* to an Affiliate, director, officer, employee, outside consultant, or advisor, in each case of the Receiving party or M-Files' Affiliates (collectively "**Representatives**") who have a need to know such Confidential Information in the course of the performance of their duties

for the Receiving party and who are bound by a duty of confidentiality no less protective of the Disclosing party's Confidential Information than this EULA. The Receiving party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the Disclosing party. Each party accepts responsibility for the actions of its Representatives and shall protect the other party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. Customer shall promptly notify M-Files upon becoming aware of a breach or threatened breach hereunder and shall cooperate with any reasonable request of M-Files in enforcing its rights.

Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the Disclosing party, without any obligation of confidentiality; (ii) becomes known to the Receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this EULA; (iv) is independently developed by the Receiving party without use of the Disclosing party's Confidential Information; or (v) shall be disclosed by Receiving Party pursuant to a law, decree or other order issued by authorities or a judicial order in which case the Receiving party 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.

Notwithstanding any other provision of this EULA, both parties acknowledge that any use of the Disclosing party's Confidential Information in a manner inconsistent with the provisions of this EULA may cause the Disclosing party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Both parties agree that, in addition to any other remedy to which the Disclosing party may be entitled hereunder, at law or equity, the Disclosing party shall be entitled to seek an injunction to restrain such use in addition to other appropriate remedies available under applicable law.

8. WARRANTY

M-Files warrants that during the applicable Subscription Period the Software Service will conform in all material respects with the applicable Documentation and shall be free from any viruses, trojan horse, worm, bomb or similar malicious code at the time of first delivery of the Software Service. M-Files represents and warrants that, upon written relevant notice from Customer, M-Files shall make commercially reasonable and technically feasible efforts to correct material errors that significantly affect the functionality of the Software Services. 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 this EULA. M-Files is not responsible for correcting Errors caused by changes in, or modifications to, the operating characteristics 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 or any part thereof in combination or conjunction with Third-Party Services or with hardware which is incompatible with the operating system for which the Software or any part thereof is being procured.

M-FILES DOES NOT REPRESENT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE SERVICE WILL MEET ALL CUSTOMER´S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WARRANTY SET FORTH IN THIS SECTION 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 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.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL M-FILES NOR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL, PUNITIVE OR SPECIAL LOSS OR DAMAGE SUCH AS, WITHOUT LIMITATION, ANY LOSS OF PRODUCTION, 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. THE TOTAL AGGREGATE LIABILITY OF M-FILES UNDER AND IN RELATION TO THE EULA SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO FEES ACTUALLY PAID TO M-FILES FOR CUSTOMER'S USE OF THE SOFTWARE SERVICE DURING THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. "EVENT" MEANS ANY SINGLE EVENT OR THE FIRST OF A SERIES OF CONNECTED EVENTS GIVING RISE TO LIABILITY AND ARISING FROM THE SAME CAUSE. All claims under the EULA must be made within two (2) years from the event out of which the liability arose. **M-FILES SHALL NOT BE LIABLE FOR LOSS OF DATA IF SUCH LOSS OF DATA IS ATTRIBUTABLE TO THE ACTIONS, OMMISSIONS OR CONDUCT OF CUSTOMER (INCLUDING BUT NOT LIMITED TO, MISUSE OF THE SOFTWARE SERVICE OR COMBINATION OF THE SOFTWARE SERVICE WITH COMPONENTS AND/OR SERVICES PROVIDED BY THIRD PARTIES).**

10. TERM AND TERMINATION

This EULA will commence on the Effective Date and will continue in effect until, the earlier of: (i) expiration of the Subscription Period (and all renewals thereof) under the applicable Order(s), or (ii) otherwise terminated in accordance with this Section. The Subscription Period is as set forth in the applicable Order. Either party may terminate this EULA with immediate effect (i) in the event of a material breach of this EULA by the other party; *provided, however*, if such breach is capable of being remedied the termination shall take effect within thirty (30) days from the receipt of a written notice from the non-breaching party if the breaching Party fails to remedy such breach within such time period, or (ii) if the other party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding. All rights and obligations of the parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this EULA. Upon any termination or expiration of this EULA Customer shall immediately cease and cause its Users to cease using the Software Service. Customer shall be liable to pay fees that have accrued prior to the termination date. The prevailing party in any legal proceeding relating to this EULA shall be entitled to reimbursement from the breaching party of its reasonable fees, costs and expenses including reasonable attorney's fees. Except as expressly provided herein, termination of this EULA shall be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party. Following the termination, M-Files will have no further obligation to store and/or make available Hosted Data and shall have the right to delete the same.

11. ADDITIONAL TERMS

11.1. Payment. Customer agrees to pay for the Software Service on the basis and at the rates specified in the applicable Order and invoice. Except as otherwise expressly set forth in the applicable Order, all fees are non-refundable. Customer understands and acknowledges that non-payment of any fees owed hereunder shall result in suspension of access to the Software Service until such payment is made in full and received by M-Files. Unless otherwise expressly set forth in the applicable Order, fees associated with any Software Service may increase at the commencement of any Renewal Subscription Period. All fees are exclusive of taxes, which are added to the prices according to the then current applicable regulations. Customer is responsible for the payment of all sales, use and similar taxes arising from or relating to the Software Service and that are due to Customer, except for taxes related to the net income of M-Files.

11.2. 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, provided such changes do not materially diminish the use of the Software Service. M-Files shall make available to Customer information regarding such changes via email or through any available Customer portal or on its webpage and notify Customer of any material change in advance in order to provide Customer with a reasonable time to prepare for such change.

11.3. Applicable Law. This EULA shall be governed by and construed in accordance with, the laws of the State of New York, USA, without regard to the conflicts of laws principles thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any legal action, proceeding or dispute arising out of or relating to this EULA shall be, after the parties have made good faith efforts to resolve the dispute informally, brought in the state or federal courts in New York, New York. By execution of this EULA, 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 this..

11.4. Force Majeure. Excluding any of Customer payment obligations, nonperformance by either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party ("**Force Majeure Event**"). A Force Majeure Event suffered by a subcontractor of M-Files shall also discharge M-Files from liability if subcontracting from other source cannot be made without unreasonable costs or a significant loss of time.

11.5. Notices and Communication. All official notices required by or related to the EULA shall be given in writing (i) to Customer, to the physical or email address set forth on the applicable Order (receipt confirmed), and (ii) to M-Files (attention: CFO), to the relevant M-Files company or email address set forth on M-Files web site https://www.m-files.com (receipt confirmed). Customer must provide true and correct information as requested by M-Files and ANY BREACH OF THIS OBLIGATION TO PROVIDE TRUE, AND CORRECT INFORMATION CONSTITUTES A MATERIAL BREACH.
Customer shall be responsible for providing complete and accurate billing and contact information and notifying M-Files in writing of any changes to such information. M-Files may send Customer communication or data, including but not limited to
(i) Updates; (ii) notices about Customer's use of the Software Service; and (iii) promotional information and materials regarding information management products and services, via electronic mail.

11.6. Publicity. M-Files shall have the right to use and display its relationship with Customer in its marketing and sales promotions activities by using Customer's name and logo on M-Files' website and in customer listings during the term of the EULA.

11.7. Feedback. 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 provided by Customer or any Users relating to the Software Service or any other M-Files products or services.

11.8. Assignment. This EULA may not be assigned or otherwise transferred by Customer without M-Files' prior written consent. M-Files may assign this EULA to an Affiliate and/or as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Subject to the foregoing, this EULA will bind and inure to the benefit of the respective successors and permitted assigns. M-Files may use its Affiliates, independent contractors or subcontractors to assist in the delivery of the Subscription, Software Service or components thereof.

11.9. Audit. Upon M-Files' prior written request, Customer shall provide M-Files with a signed certification (i) verifying that the Software Service is being used pursuant to the provisions of the EULA and (ii) listing all respective locations where Customer uses the Software Service. In addition to the foregoing, at its own cost, M-Files may perform an audit of Customer's compliance with the provisions of the EULA (including Customer's servers, systems, databases, and hardware), and Customer shall reasonably cooperate with M-Files in such audit. In the event that any material noncompliance with this EULA or the Documentation is found as a result of such audit, then Customer shall pay reasonable costs and expenses documented in writing for such audit as well as any existing licensing fees, if applicable, to cover Customer's noncompliance.

11.10. Waiver and Severability. Waiver or failure of either party to exercise in any respect any right provided for in the EULA shall not be deemed a waiver of the subject right or any further right under the EULA. If any provision of the EULA shall be declared void, illegal or unenforceable, the remainder of the EULA shall be valid and enforceable to the maximum extent permitted by applicable law. In such event the parties shall agree to that any invalid or unenforceable provision shall be replaced by a provision that, to the extent permitted by applicable law, achieves the purpose and original intent under such invalid or unenforceable provision.

11.11. Relationship of the Parties. The parties are independent contractors, and the EULA 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.

11.12. Export; Compliance with Laws. 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 this EULA. 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 unless in compliance with applicable laws (or re-exported from a country of installation) directly or indirectly, unless Customer obtains prior agreement in writing from M-Files and all necessary licenses as required by any applicable law. Customer shall comply in all material respects with applicable laws, regulations, ordinances and other rules issued by governmental authorities which are directly applicable to the business organization, facilities, and processes of Customer including its use of the Software Service and its access, storage and processing of Customer Data.

11.13. Restricted Rights Legend (United States Government Use Limitations). 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.

11.14. Entire Agreement. Unless the parties have expressly otherwise agreed in a separate, signed agreement between the parties, this EULA is the entire agreement between the parties regarding Customer's access and use of the Software Service. Except to the extent that this EULA states that an Order controls, this EULA takes precedence over any prior agreement and any communication or agreement translations in which the subject matter is the same as in this EULA. The terms and conditions of the English-language version shall apply in the event of any discrepancies between the EULA and a translation thereof. Titles and headings of sections of this EULA are for convenience only and shall not affect the construction of any provision of this EULA.

12. THIRD-PARTY MATERIAL

Customer acknowledges that certain Third-Party Software and Services are provided by M-Files as a "pass through" to Customer and such Third-Party Software and Services may be covered by a warranty offered by such third-party. Any Third-Party Software and Services and their license terms are set forth in Documentation, the readme file, notice.txt, 3rdPartyLicenseTerms.txt, or similar files, and are licensed under such terms. Third-Party Software and Services, which are not supplied with a packaged license or a click-through license, are subject to the terms of this EULA as "Software" hereunder, except that such Third-Party Software and Services are not subject to any M-Files' warranties set forth in this EULA. Nothing in this EULA shall be construed as authorizing Customer to deviate from licensee's obligations under such third-party licenses. The Software Service may contain links to third-party content, which Customer may be able to access, review, display or use via the Software Service. Such links are provided for informational purposes only and M-Files does not have control over nor any responsibility for such third-party content. M-Files' inclusion of a link to third-party content does not in any way imply M-Files' supporting, licensing, endorsement, or control of such third-party content. Customer acknowledges and accepts sole responsibility for and assumes all risk arising from access to, use of or reliance upon any third-party content. The Software Service may include third party linguistic and other components that enhance the search and other functionalities of the Software, and certain third party registered trademarks. Customer is allowed to use these components and trademarks only as an integrated part of the Software and only so far it is necessary for use of the Software Service as designed, intended, and allowed, subject to the restrictions described in the related Documentation.

13. DATA PROTECTION & PRODUCT SUPPORT

Customer acknowledges and agrees that by using the Software Service, Customer and/or User give consent and authorize M-Files to collect and process Customer Data including any User's or others' personal data in Customer's possession. Any M-Files processing, if applicable, will be done in accordance with the M-Files then-current Data Processing Addendum ("**DPA**") and M-Files Privacy Notices available at https://www.m-files.com/en/privacy. User acknowledges and agrees that by using the Software, User agrees to M-Files Privacy Notices available at https://www.m-files.com/en/privacy, as may be amended by M-Files from time to time. In accordance with the M-Files Privacy Notice, the Software may provide M-Files with information related to User's use of the Software, information regarding User's computer system and User's interaction with the Software, which M-Files may use to provide and improve the Software Service and other M-Files product and services. Customer and/or User acknowledge that such information is not, and shall not be deemed, Customer Data. Unless otherwise agreed in writing, Customer shall be fully responsible for M-Files' use, access or transfer of any personally identifiable information or protected health information included in Customer Data. Customer acknowledges that its use of the Software Services may result in transfers of such protected data through Third Party Software and Services such as cloud-based services delivered by a third party (e.g. AWS, Microsoft Azure, Google) under terms and conditions of such cloud service provider, and M-Files shall have no responsibility for any such transfers. Product Support for the Software Service, if provided by M-Files, is provided subject to M-Files' then-current product support policies and other related terms, available at https://www.m-files.com/en/product-support.

EXHIBIT A - DEFINITIONS

"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.

"**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 EULA, 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.

"**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.

"**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.

"**Intellectual Property Rights**" or "**IPR** shall mean (i) patents, inventions, designs, copyright and related rights, database rights, trade marks 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) any other rights of a similar nature or having an equivalent effect anywhere in the world.

"License Code" shall mean a technical activation code that allows Customer to gain access to the Server Software and is delivered to Customer by M-Files.

"Master Server" shall mean the hardware that operates as the main server on which Customer uses and runs the Server Software 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 to set up a new Software Service.

"**Order**" shall mean an order with which Customer orders the Subscription. Any Order referencing this EULA shall be subject to the terms and conditions of this EULA.

"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 limits of the Customer's Subscription. The different editions are described at https://www.m-files.com/products/platform-editions/ or other location as designated by M-Files from time to time.

"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.

"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 applicable Order as part of the Subscription at the latest release available on the effective date of the applicable Order, and any Updates which may be made available to Customer by M-Files from time to time during the applicable Subscription Period. Software includes: Server Software, Per-Device Licensed Software, and Client Software.

"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 EULA. The Software Service shall also include applicable Documentation. The Software Service may also include Customer's Subscription management capabilities.

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

"Subscription Period" means the agreed-upon term of Customer's right to access and use the Software Service, as set forth in the applicable Order. The first Subscription Period is referred to as the "**Initial Subscription Period**" and any renewal thereof shall be a "**Renewal Subscription Period**".

"**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 and licensed under separate terms and conditions available in the Software and/or Documentation.

"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 based on Customer's user IDs.

EXHIBIT B - Software Service Restrictions

The following restrictions apply as applicable to the usage by Customer:

M-Files Team Platform Edition:

Restriction	Limit
Max. # of objects per single vault*	40,000,000
Max. average metadata database consumption per object	50 KB
Max. # of database calls per second	100
Max. average search index consumption per object	20 KB

M-Files Business Platform Edition:

Restriction	Limit
Max. # of objects per single vault*	40,000,000
Max. average metadata database consumption per object	50 KB
Max. # of database calls per second	500
Max. average search index consumption per object	20 KB

Data Archive:

Restriction	Limit
Max. # of objects per single vault*	100,000,000
Max. average metadata database consumption per object	30 KB
Max. # of database calls per second	5
Max. average search index consumption per object	5 KB

*This restriction does not limit the total number of objects across multiple vaults.

- The cloud storage per Named User License is limited to 10 GB for indexed files, and cloud search index size per Named User License is limited to 200 MB.

- The cloud storage per Concurrent User License is limited to 40 GB for indexed files, and cloud search index size per Concurrent User License is limited to 800 MB.

- Customer's on-premise usage, if applicable, includes one logical application server (even if run on multiple servers in multi-server mode).

- If Customer has acquired rights to use Hubshare product, fully paid Hubshare user license includes 50 external users.

Please note that M-Files has the right to restrict the usage of the Software Service if the use results in Customer exceeding the restrictions specified above.