

M-Files Upgrades and Support Subscription Agreement

1. DEFINITIONS

The following Definitions shall apply to the provision of the Services.

“Ancillary Product”: any product (other than an Extension or a Release) which M-Files Corporation may furnish to you from time to time as part of the Subscription or related development project.

“Business day”: a day which is not a Saturday, a Sunday or a federal holiday.

“Effective Date”: the date on which the Subscription is purchased.

“Extension”: a license to use a modular addition to a Software Program incorporating corrections, enhancements or Subscription information which supplement and enhance that Software Program.

“Fixes”: software supplied to resolve or address a bug or error in a Software Program.

“M-Files Corporation”: the company from which you purchased the Subscription, either M-Files Inc. or M-Files Corporation.

“M-Files Upgrades and Support Subscription”: the M-Files Corporation program and rules under which you will purchase a Subscription.

“Previous Versions”: defined in Section 2.4.1.

“Release”: a license to use a full commercial version of a Software Program incorporating all Extensions relating to that Software Program offered by M-Files Corporation since the preceding version of that Software Program or which enhances or improves the functionality of the preceding version of that Software Program, and for which M-Files Corporation normally charges a fee. A Release includes the documentation customarily provided by M-Files Corporation with a Software Program and the designation of a “Release” is in M-Files Corporation’s sole discretion. A “Release” does not include: (a) an Extension; or (b) a future M-Files Corporation Software Program that is a separate product and not a direct successor, as may be designated by M-Files Corporation in its sole discretion, to a Software Program.

“Software Program”: a copy of a M-Files Corporation computer software program which you are licensed by M-Files Corporation to use and for which you have purchased Subscription. For purposes of this definition, if a M-Files Corporation computer program is offered as part of a product series, bundle or family, then Software Program shall mean each of the computer software programs included within such series, bundle or family. Any supplemental software code provided to you or your Users as part of the Subscription is considered part of the Software Program for which such code was provided and the use thereof is governed by the End-user License Agreement for M-Files and this Schedule. A Software Program shall also include Extensions and Releases related to such Software Program.

“End-user License Agreement for M-Files”: End-user license agreement pertaining to a Software Program granting you a license to use that Software Program.

“Subscription”: the entitlement to receive Extensions, Releases, Upgrades, Ancillary Products, and Support, if any, made available by M-Files Corporation under the M-Files Corporation Upgrades and Support Subscription during the Term.

“Subscription Fee”: the fee paid by you for a Subscription.

“Support”: means the support services more particularly described in Section 2.2 and Exhibit A corresponding to the Subscription you have purchased.

“Telephone Support”: defined in Section 2.2.1.

“Term”: the terms (“Initial Term” and “Renewal Term”) defined in Sections 3.2 and 6.1.

“Upgrade”: a subsequent or later version of a Release that is made available after your initial purchase of a Software Program.

“User”: means any of the following: (i) the software coordinator designated by you as your primary authorized representative for Subscription and who is responsible for, among other things, managing your Subscription and submitting Support requests; or (ii) any individuals authorized by your software coordinator to use the Software Program covered by the Subscription. M-Files Corporation has the right to restrict the number of Users who submit Support requests, have access to Ancillary Services and who otherwise have access to the services covered by the Subscription and fees or other conditions may apply if you want to add Users beyond M-Files Corporation guidelines. You agree and acknowledge that all Users shall be bound by the applicable terms and conditions of this Agreement. M-Files Corporation reserves the right, but shall have no obligation, to verify that Users have been authorized by you and to restrict access to the Subscription entitlements if, in its reasonable judgment, a User cannot be so verified.

“Web and Email Support”: defined in Section 2.2.1.

“You”: _____

2. GRANT

2.1 Subscription Grant

M-Files Corporation grants you a Subscription for the Term for each Software Program for which you have purchased a Subscription as listed on your M-Files Corporation order confirmations. Your use of Extensions, Releases and Ancillary Products shall be governed by the terms of the End-user License Agreement for M-Files (the “License Agreement”). You may not distribute, rent, loan, sell, sublicense or otherwise transfer or market any Software Program, Extension, Release or Ancillary Product to any other person without M-Files Corporation’s prior written consent, except as otherwise permitted by the License Agreement. If you wish to purchase a Subscription for any Software Program licensed to you as part of a network version, then you must purchase a Subscription for each license incorporated in that network version. To purchase a Subscription, you must be registered with M-Files Corporation as the holder of a copy of the most current version of the Software Program which you wish to place under Subscription.

2.2 Support Grant

2.2.1 The support services included to this Subscription is provided to you as set forth below:

- (a) **Web Support:** The terms set forth in Exhibit A applies for web support (“Web Support”).
- (b) **Telephone Support:** The terms set forth in Exhibit A applies for the telephone support.

2.2.2 If your Subscription included or you otherwise purchased one of the above Support options and support is to be provided by M-Files Corporation, Support for Software Programs, and Extensions and Releases related to those Software Programs (referred to collectively as “Software Program”) shall be provided to you by M-Files Corporation via your User only. Provision of Support by M-Files Corporation shall be as described in this Schedule. You may not transfer or market, or provide support to third parties using Support without the prior written consent of M-Files Corporation.

2.2.3 M-Files Corporation Support shall only be provided for: (a) the most current Release of the Software Program; (b) any Extensions to that Release; and (c) the three (3) immediately preceding Releases of that Software Program, except that Support may not be available for the third preceding Release for some Software Program, or in all languages, or in all locations.

2.2.4 M-Files Corporation is not obliged to provide Support requested to the extent it can reasonably be determined to be the result of: (a) operation of the computer on which a Software Program is installed in environmental conditions outside those prescribed in writing by the computer manufacturer; (b) operation of the Software Program with a version of the operating system software other than that specified in writing by M-Files Corporation; (c) failure to maintain the computer on which the Software Program is installed or used in accordance with written standards prescribed by the computer manufacturer; (d) failure to ensure that your personnel and staff are reasonably trained in the use and operation of the Software Program; (e) Software serviced, maintained or modified by anyone other than M-Files Corporation; or (f) your

computer hardware failing to meet the minimum specification prescribed by M-Files Corporation for use with the Software Program.

2.2.5 You must make commercially reasonable efforts to: (a) Ensure that your User submits Support requests in accordance with these Terms and Conditions; (b) at all times maintain Subscription for the licenses for the Software Programs for which you are requesting Support; (c) ensure that you or your Users provide M-Files Corporation with such information, specifications, or other information as may reasonably be required by M-Files Corporation to provide Support; (d) utilize the instructions and troubleshooting procedures provided by M-Files Corporation, where applicable, prior to initiating a request for Support; (e) Follow the written problem determination, problem analysis, and service request procedures that M-Files Corporation provides; (f) install all Releases, Upgrades, or Fixes supplied by M-Files Corporation as soon as commercially practicable; (g) agree to back up all data on or prior to the provision of Support and to provide adequate security for your system; and (h) provide Software Program Users with reasonable access to the latest available documentation on the use and operation of Software Program provided by M-Files Corporation.

2.2.6 You acknowledge and agree that Support is provided solely for your internal use to support your use of the Software Program licenses covered under Subscription. Any information which is individually addressed, requires a password to access, or is otherwise restricted is made available in strict confidence and on the condition that it will not be communicated to third parties in any manner without the express written consent of M-Files Corporation and that no use will be made of this information except in connection with your use of the Software Program licenses covered under the Subscription.

M-FILES CORPORATION DOES NOT GUARANTEE THAT IT WILL MAKE AVAILABLE, AND YOU ACKNOWLEDGE THAT YOU MAY NOT RECEIVE, ANY EXTENSION, RELEASE, PREVIOUS VERSION OR ANCILLARY PRODUCT DURING THE TERM OF YOUR SUBSCRIPTION.

2.4 Use of Previous Versions

2.4.1 Notwithstanding anything contained in the End-user License Agreement for M-Files accompanying your Software under Subscription or any Release or Extension provided to you, for the Term of your Subscription, you may install and continue to use, previous version(s) of a Release preceding the most current Release of the Software Program that you have licensed and is under Subscription, provided that the following conditions are met: (i) use of the Previous Version(s) shall be subject to the provisions of the License Agreement, as supplemented by this Section 2.4; (ii) the number of Previous Version licenses that you may use and install shall not exceed the total number of licenses of the Software Program that are under Subscription; (iii) if you have a standalone or a single license of a multiple license purchase, the Software Program and all the Previous Versions of such Software Program shall be installed on the same computer; (iv) if you have a standalone or a single license of a multiple license purchase neither the Software Program nor any of the Previous Versions of the Software Program shall be used concurrently; (v) if you have a standalone or a single license of a multiple license purchase, the Previous Version(s) or any permitted copies thereof, are not transferred to another computer unless all permitted copies of the Software Program are also transferred to the same computer; (vi) where required, you legally licensed the Previous Version(s) and your use of such Previous Versions does not exceed the total number of licenses of the Previous Versions that you originally licensed; and (vii) you are hereby acknowledging and agreeing that M-Files Corporation does not have any obligation to provide support for the Previous Version(s) other than as set forth herein and any such obligations may be ended at any time. Notwithstanding anything in this Section 2.4.1 that may be construed to the contrary or the issuance of any authorization codes by M-Files Corporation, unless specifically permitted by M-Files Corporation in writing, in no event shall your use of the Software Program, including Previous Version (s), exceed the maximum number of licenses of the Software Program licensed to you and under Subscription.

2.4.2 M-Files Corporation shall have the right to conduct an audit on your premises or by electronic means (with reasonable notice) to ensure that your use of all/any versions of the Software Program complies with the provisions of this Agreement. In the event any audit discloses a breach of this Agreement, M-Files Corporation reserves the right to terminate this Agreement and/or recover damages, attorney's fees, and costs, including the cost of the audit.

2.4.3 In the event M-Files Corporation in connection with the Software Program licensed to you hereunder provides you additional software that supplements or extends the Software Program, that additional software shall be subject to the terms and conditions of this Agreement unless otherwise specified at the time of delivery.

2.4.4 For the avoidance of doubt, nothing herein requires M-Files Corporation to supply you with media containing Previous Versions of the Software Program or related documentation or to issue additional authorization codes. Moreover,

M-Files Corporation reserves the right to charge a reasonable transaction fee for the issuance or re-issuance of authorization codes, if M-Files Corporation, in its discretion decides to provide such to you. Further, if the Previous Version of a Software Program has been discontinued by M-Files Corporation, you agree and acknowledge that i) in no event is M-Files Corporation required to issue authorization codes to you or to provide you with any media or other deliverables to enable you to use or install such discontinued Previous Versions; and ii) these Previous Version rights do not allow you to use or install additional licenses (i.e. more than you held or originally validly licensed) of any Previous Version of a Software Program that has been discontinued by M-Files Corporation.

2.4.5 Previous Versions may not be available or made available for all Software Programs, or in all languages, or in all locations. If your Subscription expires or otherwise terminates, your rights to use the Previous Version(s), if any, shall be determined by the terms of the License Agreement, including, without limitation, the obligations to uninstall such Previous Version(s) if you are not entitled to use a Previous Version.

3. PURCHASES; RENEWALS

3.1 Purchases. When you purchase a Subscription, M-Files Corporation will provide you with confirmation that such purchase has been made.

3.2 Renewals. Prior to expiration of your Subscription, you may renew the Subscription for an additional term (“Renewal Term”) at the renewal price published at that time. M-Files Corporation will provide thirty (30) days notice prior to the expiration of the Initial Term or Renewal Term, as applicable. Unless otherwise agreed by M-Files Corporation, if you do not purchase renewal for your Subscription prior to expiration of the Term, your Subscription will automatically expire. If you do not renew prior to expiration of your Subscription, this Agreement shall no longer apply and if you wish to reinstate your expired Subscription, then you will be required to agree to the then-current M-Files Corporation Subscription terms and conditions, and you will be required to purchase at least both the then current Release and a Subscription for that Release and/or you may be subject to the payment of additional or other fees and expenses.

4. DELIVERY

Extensions, Releases or Ancillary Products shall at M-Files Corporation’s discretion be available for download at the M-Files Corporation website or any successor or other website or location as may be designated by M-Files Corporation. M-Files Corporation will notify you of availability of an Extension, Release, or Ancillary Product and provide the instructions for downloading it from the designated website.

5. TERM AND TERMINATION

5.1 Effective Date; Term. The “Effective Date” of the initial term (“Initial Term”) of your Subscription will be the date on which the Subscription is initially purchased. The Initial Term of your Subscription will continue for one (1) year from the Effective Date. The Renewal Term of Subscription shall commence on an anniversary of the Effective Date and will continue for one (1) year from the anniversary of the Effective Date immediately following the end of the Initial Term or the immediately preceding Renewal Term, as the case may be. M-Files Corporation will make a good faith effort to confirm your purchase within 48 hours after the Effective Date or relevant anniversary of the Effective Date, as the case may be.

5.2 Either party (i.e., M-Files Corporation and You) may immediately terminate your Subscription if either party fails to perform its obligations under these terms and conditions and such failure continues for thirty (30) days after written notice by the non-defaulting party.

5.3 M-Files Corporation may suspend or terminate your Subscription if you fail to pay for a Subscription or renewal in accordance with their terms. M-Files Corporation may terminate your Subscription at any time for convenience, in which case M-Files Corporation shall refund that proportion of the Subscription Fee you paid which equals the unexpired portion of the then current term.

6. GENERAL

6.1 United States Export Controls. U.S. law prohibits or restricts distribution, export or re-export of an Extension, Release, Ancillary Product or Ancillary Service or technical data or Support to (a) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria or any other embargoed or restricted country, (b) any destination requiring a license from the United States Government unless such license is obtained; or (c) persons or organizations on the U.S. Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals and Blocked Persons. By purchasing a Subscription you certify that you are neither a citizen of Cuba nor a resident of any embargoed country nor an individual on the Table of Denial Orders, Entity List, or List of Specially Designated Nationals and Blocked Persons nor a representative or employee of any organization on any of these denial lists.

6.2 Survival. Section 8 of these terms and conditions shall survive termination of all or any of your Subscription.

6.3 Revised Terms and Conditions. M-Files Corporation may revise the M-Files Corporation Subscription terms and conditions at any time and will notify you of any such revision. Notification may occur via email or may occur in a manner deemed commercially reasonable by M-Files Corporation. If you do not accept said revisions, you must notify M-Files Corporation in writing within 30 (thirty) days of the date of M-Files Corporation's notification to you. If you do so notify M-Files Corporation, your existing Subscription will continue to be governed by the last terms and conditions that you accepted (including any deemed acceptances) until the end of your then current Subscription Term (if you have paid all applicable fees for the entire Term, if you have not paid all applicable fees for the entire Term then your Subscription will end at the end of the year or period for which you have paid the applicable fees), and at the end of such Term, your Subscription shall expire. If you do not so notify M-Files Corporation, or if you place new orders for, or renew your Subscription or continue to pay your annual or other Subscription fees (if applicable), you will be deemed to have accepted the revisions for all your Subscription. Notwithstanding the foregoing, in the event M-Files Corporation revises these terms and conditions, you will not be entitled to any additional benefits or services offered thereunder absent the payment to M-Files Corporation of the appropriate fee related to said revision, if any.

EXHIBIT A - SUPPORT SERVICES

Supported Software Programs:

The following Support will be provided to you:

GENERAL TERMS APPLICABLE TO ALL SUPPORT LEVELS

For all support provided by M-Files Corporation, M-Files Corporation shall:

- (a) accept and respond to requests from a User arising from installation, including installation of license administration tools, configuration and troubleshooting of a Software Program, and for cases where the software is not functioning as documented. Support for Software Programs covered by a Subscription is limited to such "technical problems" and is not provided for usage guidance, training, remote consulting, or business consulting. Usage guidance, training, remote consulting, business consulting may be available for an additional fee. For Support for Software Programs covered by a Subscription, M-Files Corporation will not accept or respond to requests from a User to the extent they arise from any scripting, programming or use of the API (Application Programming Interface) provided with a Software Program or to the extent they are issues related to third-party applications, peripherals, networks or operating systems. Assistance pertaining to issues arising from any scripting, programming or use of the API (Application Programming Interface) provided with a Software Program or issues related to third-party applications, peripherals, networks or operating systems may be available for an additional fee.
- (b) make reasonable commercial efforts to resolve all requests submitted by Users and in a professional and workmanlike manner. Submission of Support request must relate solely to your or your Users' use of the Software Program covered by Support and may be submitted in English or other languages if other languages are supported by M-Files Corporation in your region.

WEB AND EMAIL SUPPORT CONSISTS OF THE FOLLOWING:

- (1) the ability to submit Support requests via email to the appropriate email addresses designated by M-Files Corporation.
- (2) the ability to submit Support requests via M-Files Support Center accessible via the M-Files Corporation website following the instructions and procedures stated there.
- (3) M-Files Corporation' commercially reasonable efforts to respond to a request properly submitted by a User within twenty-four (24) hours on a Business Day from the date and time that request was submitted by posting responses to the M-Files Support Center and notify the User by email when a response to a request has been posted. Users may also be contacted by email or telephone to facilitate resolution of specific issues. This response will consist either of: (a) a suggested problem resolution; (b) a request for more detailed information or clarification which will enable M-Files Corporation to determine the appropriate course of action; or (c) in the case of a request which in M-Files Corporation' sole discretion requires extensive research or escalation, a notification of the estimated time to provide the User with either further information or a resolution or a workaround, as appropriate.

TELEPHONE SUPPORT CONSISTS OF WEB SUPPORT AS DESCRIBED ABOVE PLUS THE FOLLOWING:

- (1) the ability to submit support requests via telephone hours on Business Days to M-Files European office between 9AM and 3PM EET (GMT+2/3) and to M-Files US office from 9AM and 3PM US CST (GMT-6).
- (2) M-Files Corporation' commercially reasonable efforts to respond, in accordance with the description set forth in Web Support above, to a User Telephone Support request within eight (8) hours after the initial Telephone Support call from a User.