

M-Files® Service Level Agreement

Last Updated: January 28, 2014

M-Files Corporation (hereinafter “the Service Provider”) is the provider of the M-Files Upgrades and Support Service (“the Service”). You, whether a natural or a legal person (hereinafter “You,” also referred to by “Your”), are party to the M-Files Service Level Agreement.

A. SERVICE LEVEL

The Service Provider aims for high availability rates for the Service.

In the event of unplanned circumstances that affect the Service’s availability, the Service Provider will act in accordance with the priority levels and the fix times set forth in this SLA.

In the event of software error, the following timeslots shall apply on business days (hereinafter, “Support Hours”):

- Customers in Europe, Middle East and Africa: 8.30 AM – 4.30 PM EET (UTC +2/3)
- Customers in North and South America: 8.30 AM – 4.30 PM CST (UTC -6/-5)
- Customers in Asia Pacific: 8.30 AM – 4.30 PM AEST (UTC +10/11)

A business day is a 24-hour span except during Saturdays, Sundays and holidays. Holidays shall be determined by the calendar of the following countries / regions:

- Customers in Europe, Middle East and Africa: Finland
- Customers in North and South America: USA (TX)
- Customers in Asia Pacific: Finland

Priority level	Description	Example of the impact
1	The Service is down and cannot be accessed	The user cannot access or use any of its own content
2	The Service is running but substantial errors occur	The user can access the content and copy it to another location but, because most of the functions cannot be used, cannot use the Service
3	Errors in the Service affect users’ ability to benefit fully from it	The user cannot perform some tasks but is not restrained from storing, changing, and searching content and metadata
4	The Service displays some minor errors	The user finds service to be slow or/and there is an error that does not keep the user from using the system in daily operations

The following response and fix times are applied if You have Standard Support Plan:

Priority	Initial response	Fix or workaround
1	Within 5 Support Hours	Within 1 business day
2	Within 1 business day	Within 2 business days
3	Within 1 business day	Within 3 business days
4	Within 2 business days	Within 5 business days, unless otherwise indicated in response

The following response and fix times are applied if You have 24/7 Support Plan:

Priority	Initial response	Fix or workaround
1	Within 4 hours	Within 16 hours
2	Within 8 hours	Within 2 business days
3	Within 1 business day	Within 3 business days
4	Within 2 business days	Within 5 business days, unless otherwise indicated in response

If the Service Provider repeatedly fails to meet the aforementioned service levels and this causes disadvantages to Your business operations, You will receive up to 25% reduction in the following term's maintenance and support subscription fee. To receive this compensation, You must notify the Service Provider in writing of this and briefly describe the failures and the resulting disadvantages.

The above states Your sole remedy in relation to availability of the Service.

B. GENERAL TERMS APPLICABLE TO SUPPORT

Web and e-mail support consists of:

- Ability to submit support requests via e-mail,
- Ability to submit support requests via the Support Center on the Internet, and
- Telephone support.

E-mail requests shall be submitted to the e-mail address designated by the Service Provider, and the Support Center is to be used in accordance with the instructions available on the Site.

Telephone support is only available during the Support Hours. If You have 24/7 support subscription, telephone support is always available.

All Priority 1 and 2 support requests shall be submitted either via telephone or via the Support Center on the Internet. The response, fix and resolution times of the priority 1 and 2 support requests shall not apply if the request was submitted via regular email.

The Service Provider will make an effort, as commercially reasonable, to respond to a properly submitted request within the initial response times as defined above. In addition, users may be contacted by e-mail or telephone, to facilitate resolution of specific issues. The fix and workaround times apply only if the person that has submitted the support request can be contacted by e-mail or telephone without delay during the resolution phase.

If resolution cannot be reached within the target timeframe, the Service Provider will send a new estimated fix time. Such an estimate will be sent in cases where the request requires extensive research or escalation, as well as in other cases where the Service Provider finds it necessary.

The initial response will consist of:

- A suggested resolution to the problem;
- A request for more detailed information or clarification, which will enable the Service Provider to determine the appropriate course of action; or
- Notification of the estimated time for providing the user with further information, resolution, or a workaround, as appropriate.

The Service Provider shall accept and respond to requests from You concerning

- Installation, including installation of administration tools;
- Troubleshooting of a software program; and
- Cases where the software is not functioning as documented.

The service covers only technical problems related to the Service. User help, user guidance, training, remote consulting, or business consulting are not included in the Service. Usage guidance, training, remote consulting, and business consulting may be available for an additional fee as separately agreed between the parties. The service does not cover any issues related to third party hardware, software, or systems.

The Service Provider will take commercially reasonable measures to resolve all requests submitted by users and to do so in a professional manner. All support requests submitted must be related solely to Your operations or Your users' use of the software program covered by valid licenses and a valid support agreement. Support requests may be submitted in English or in another language specified by the Service Provider.