

END-USER LICENSE AGREEMENT FOR M-FILES

This end-user license agreement (hereinafter "EULA") is a legally binding agreement between you (a single natural or legal person, hereinafter referred to by the term "You" or "Your") and M-Files Corporation. M-Files Corporation authorizes You to use and install the Software (as defined below) under the terms and conditions set forth herein.

PLEASE READ THIS EULA CAREFULLY BEFORE USING THE SOFTWARE. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS EULA AND THAT YOU AGREE TO BE BOUND BY IT. IF YOU DO NOT AGREE OR DO NOT WISH TO BECOME A PARTY TO THIS EULA, DO NOT INSTALL OR USE THE SOFTWARE. YOU CAN CONFIRM THAT YOU UNDERSTAND THIS EULA AND AGREE TO BE BOUND BY IT BY SELECTING "I ACCEPT THE LICENSE AGREEMENT," BELOW.

1. DEFINITIONS

"M-Files System" shall refer to the composition of Server Software and Client Software (as defined below) that operates on Your hardware devices. The M-Files System may be set up according to Your preferences, but You must at all times have purchased the necessary licenses for each component and each designated device and/or user in Your system.

"Master Server" shall mean the hardware that operates as the main server on which You use and run the Server Software that You have designated as Your primary Server Software (as defined below). The Server Software on Your Master Server is the core of Your M-Files System. Setting up a new Master Server is subject to authorization to set up a new M-Files System.

"M-Files Corporation" shall refer to M-Files Corporation, a corporation validly incorporated under the laws of Finland.

"Documentation" shall mean manual materials and accompanying printed matter.

"Software" shall mean all of the files, documents, and other content, owned by M-Files Corporation or its licensors, that are delivered to You by M-Files Corporation at the same time as this EULA but that are not defined as "Third-Party Software."

"Server Software" shall mean Software files, documents, and other content that are offered to You by M-Files Corporation for purposes of operation with said files and content on Your server hardware. Any use of Server Software requires valid server licenses (at least one, with the number depending on the nature of the M-Files System), user licenses in accordance with an agreement with M-Files Corporation, and a license code.

"License Code" shall mean an activation code that allows You to gain access to the Server Software and is delivered to You by M-Files Corporation. The License Code is a technical mechanism, and it does not alter any rights or confer additional ones.

"Client Software" shall mean Software files, documents, and other content that are offered to You by M-Files Corporation for purposes of running, use, and display of Software tools and the client interface on Your terminal devices. Any use of Client Software is subject to valid user licenses.

"Upgrade" shall mean software offered to You by M-Files Corporation for the purpose of replacing an older version of the Software and the related agreement and licenses with the latest versions.

"Third-Party Software" shall mean third-party-originated files and content that are delivered to You by M-Files Corporation with the Software but licensed to You by a third party under the terms and conditions of a separate agreement. All such agreements are included in the documentation or in appendices thereto. Nothing in this EULA shall be construed as authorizing You to deviate from Your obligations under third-party licenses, including but not limited to by removing copyright or other notices.

2. GRANTING OF LICENSE

If You acquired the Software from M-Files Corporation or one of its authorized distributors, then, subject to payment of the applicable fees and compliance with the terms of this EULA, M-Files Corporation grants You limited license to use and install the Software in the manner described below.

You are authorized to utilize the Software only for Your internal needs, or, if You are a legal person, only for internal business purposes pursued by Your employees or other persons who are working for You, on Your behalf, and for Your benefit.

2.1 Documentation: M-Files Corporation grants You worldwide, nonexclusive, nontransferable, and perpetual license to use the Documentation. You may make copies of the Documentation for Your own internal business purposes.

2.2 Evaluation: If You acquired the Software for evaluation purposes, M-Files Corporation grants You nonexclusive, nontransferable license for 30 days to install and use the Software in order to find out whether the Software is suitable for Your needs. An evaluation license shall be available for You only once and only for a period of 30 days. You are authorized to use and run the Software solely for testing and evaluation purposes, and You may not use the Software subject to evaluation license for

any other purposes, including but not limited to profit-seeking purposes and use to gain technical or other information for commercial use.

2.3 Server Software: If You purchased a perpetual license to set up and use a new Master Server, M-Files Corporation grants You nonexclusive, nontransferable, perpetual, local, and restricted license to install, run, and use the Server Software on a single designated Master Server in Your M-Files System.

If You purchased a fixed-term license to set up and use a new Master Server, M-Files Corporation grants You nonexclusive, nontransferable, local, and restricted license to install, run, and use the Server Software on a single designated Master Server in Your M-Files System for the period that Your payment covers. Please save all purchase confirmations and receipts for Your payments.

You may create backup servers and make copies of the Server Software but solely for backup purposes. You may not use, run, load, or copy (temporarily or permanently, in whole or in part) the Server Software that is installed on Your backup server, other than to the extent technically necessary for up-to-date backup. You may not transfer Your License Code from Your designated server to Your backup server.

2.4 Replica Server Software: If You have acquired a license to set up a replica server in Your M-Files System, M-Files Corporation grants You license to copy the necessary portions of the Server Software to, and run them on, a server that You have set up as a replica server in order to manage Your own content better and to enable more effective decentralized data processing in Your M-Files System. It is stated for avoidance of doubt that You may not use the Server Software for any other purposes under a replica server license and that said license does not authorize You to set up any new Master Servers.

2.5 Client Software: M-Files Corporation grants You nonexclusive, nontransferable license to install Client Software on terminal devices. Any use of Client Software, including but not limited to making temporary or permanent copies for the purpose of running the Software, is subject to the holding of the appropriate valid licenses and payment of the respective fees.

Named User Licenses must be assigned to specific individuals. The license authorizes the named person to access the M-Files System and to use, run, and display the Software. You may not transfer the license, but You may reallocate the licenses You have purchased.

A *Concurrent User License* is a nontransferable authorization for the agreed maximum number of users to access the M-Files System, and to use, run, and display the Software, at any time.

Read-only Named User Licenses must be assigned to specific individuals. The license authorizes the named person to access the M-Files System, display the Software, and make any technically necessary temporary copies of the Software, all for the sole purpose of viewing the content You have created. You may not transfer the license, but You may reallocate the licenses You have purchased.

Fixed-Term User Licenses must be assigned to specific individuals. The license authorizes the named person to access the M-Files System and to use, run, and display the Software for the period of valid fixed-term license. You may not transfer the license to any external natural or legal person, but You may reallocate the licenses You have purchased.

Cloud Service User Licenses must be assigned to specific individuals. The license authorizes the named person to access M-Files cloud servers and to use, run, and display the Client Software for the period of valid cloud service license. You may not transfer the license to any external natural or legal person, but You may reallocate the licenses You have purchased.

3. RESTRICTIONS

All servers, whether Master Server, backup server, or replica server, must be set up in the country from which Your purchase order was placed. You may not transport or transfer Your servers or server licenses outside that country.

As this is an end-user license, You acknowledge that any dissemination or distribution, whether by loaning, selling, hiring out, or otherwise transferring the Software, is strictly prohibited.

You also agree and understand that You are not allowed to remove or circumvent any digital rights management mechanism, and You may not use the Software 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 You by someone other than M-Files Corporation or one of its authorized distributors.

You do not have permission to make any modifications to the Software or to create derivative works or make alterations to the Software for any purpose. You are not allowed to decompile, disassemble, or reverse-engineer the Software. Should You have any questions or need guidance in relation to interoperability issues, please contact m-files@m-files.com for further information.

4. UPGRADES

Subject to separate fee and purchase, You are invited to replace Your Software and accompanying licenses with the latest versions from time to time. All such Upgrades shall be purchased separately and for the entire system at one time. It is stated for avoidance of doubt that purchasing an Upgrade does not add to the number of Your licenses, nor does it grant You the right to set up a new M-Files System.

5. OWNERSHIP

The Software, any copy made thereof, and all rights therein, including but not limited to copyrights, trade secrets, and industrial rights, are owned by M-Files Corporation and/or its licensors. These rights are protected by the provisions of international treaties and applicable national law. All rights not expressly granted to You in sections 2.1–2.5 of this EULA are reserved to M-Files Corporation and its licensors. The Software is licensed, not sold, and You do not acquire any rights of ownership in the Software.

All rights that You have for the content You have stored in the system and that is processed by the Software shall remain in Your ownership. You are fully responsible for Your own data and all content that You enter in the M-Files System.

6. CONFIDENTIALITY

The structure, organization, and code of the Software are confidential information of M-Files Corporation and/or its licensors. Technical and non-technical information that You may receive along with the access to the Software shall be kept confidential. You may use such information only in accordance with this EULA.

7. WARRANTY

YOU AGREE THAT THE SOFTWARE IS PROVIDED TO YOU "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER M-FILES CORPORATION 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 OR THAT THE SOFTWARE WILL NOT INFRINGE ANY THIRD-PARTY PATENTS, UTILITY MODELS, COPYRIGHTS, TRADEMARKS, OR OTHER RIGHTS. M-FILES CORPORATION DOES NOT WARRANT THAT THE SOFTWARE MEETS YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL M-FILES CORPORATION, ITS EMPLOYEES, OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF HOW THESE WERE CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER AREA OF LAW OR FROM LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF M-FILES CORPORATION OR ITS LICENSORS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR JURISDICTION DOES NOT ALLOW EXCLUSION OF LIABILITY, THE FOREGOING DOES NOT APPLY TO YOU. HOWEVER, IN NO EVENT SHALL THE LIABILITY OF M-FILES CORPORATION EXCEED THE AMOUNTS PAID BY YOU FOR THE SOFTWARE.

9. OTHER TERMS

9.1 Applicable law: This EULA is governed by, and interpreted in accordance with, the laws of Finland, except for its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Should any provision or portion of this EULA be found unenforceable or void, the rest of the EULA remains in full force and effect.

9.2 Settlement of disputes: If the parties are unable to reach mutual understanding by themselves in any case of dispute arising out of or related to this EULA, the dispute shall be settled by a single arbitrator appointed by the Central Chamber of Commerce of Finland. The arbitration shall take place in Helsinki, Finland.

9.3 Order of precedence: This EULA takes precedence over any prior agreement and any communication or agreement translations. For avoidance of doubt, the terms and conditions of the English-language version shall apply in the event of any discrepancies between the EULA and a translation thereof.

9.4 Termination: M-Files Corporation may terminate this EULA and revoke respective licenses with immediate effect in the event of Your gross breach of the EULA, Your entry into liquidation or other insolvency proceedings, or Your use of the Software to commit criminal offences or otherwise illegal acts. Any breach of section 2, 3, or 4 is deemed to be gross breach of this EULA.

9.5 References: M-Files Corporation is allowed to mention You as a reference case. However, any use of logos or addition of Your name to publicly available Web sites will be agreed upon separately.

9.6 Audit: Should M-Files Corporation find the number of Your licenses or information on Your user accounts not to accurately reflect reality, You must provide M-Files Corporation with a detailed report on Your licenses. If M-Files Corporation finds Your report unsatisfactory, You shall allow a third-party auditor to conduct an audit with the scope and extent needed for prompt gathering of information on licenses. The cost of conducting the audit shall be borne by M-Files Corporation unless You are found to be under-licensed, in which case You shall be liable for all costs resulting from and related to the audit in which Your lack of sufficient licenses was found.

9.7 Improvements to the Software: Nothing in this agreement limits the rights of M-Files Corporation to make improvements to, and revisions of, the Software and related information.

10. THIRD-PARTY SOFTWARE AND ACKNOWLEDGEMENTS

M-Files is powered by a third-party database engine: Firebird. Use of Firebird is governed by the IDPLicense and IPLicense terms attached and not this EULA.

M-Files includes software created by ManuSoft (see <http://www.manusoft.com/>), and the underlying end-user terms are valid only between You and ManuSoft.

This product utilizes the LTX™ software under license from ManuSoft in order to provide the necessary software support for loading and running the application within AutoCAD LT®. You are hereby granted perpetual license to use the LTX software as part of the application, but this license is granted only for usage that is necessary for use of the application as designed, intended, and allowed. Any other use of the LTX files is strictly prohibited, and anyone in breach of this agreement will be prosecuted to the fullest extent of the law. Neither ManuSoft nor its heir or successor makes any warranties, either express or implied, with respect to the use of LTX by the end user or by any third party. In no event shall ManuSoft be liable for any direct, indirect, special, incidental, or consequential damages that are in any way related to LTX.

This product includes linguistic components that enhance the search facilities of the Software. You are allowed to use these linguistic components only as an integrated part of the Software and only so far it is necessary for use of the Software as designed, intended, and allowed. You are not authorized to use these components independently from M-Files or for any other purpose than using M-Files in accordance with this EULA.

M-Files includes software developed by CollabNet (see <http://www.Collab.Net>).