

M-Files Solution Partner Program Terms and Conditions

THE FOLLOWING TERMS AND CONDITIONS ARE APPLICABLE TO THE M-FILES SOLUTION PARTNER PROGRAM OFFERED BY M-FILES, INC ("M-FILES" or "COMPANY"). IF YOU ACCEPT THESE TERMS AND CONDITIONS AS SET FORTH BELOW, THESE TERMS AND CONDITIONS BECOME AN AGREEMENT BETWEEN YOU, AS AN M-FILES PARTNER ("PARTNER") AND M-FILES ("AGREEMENT"). EITHER M-FILES OR PARTNER MAY BE REFERRED TO AS A "PARTY" TO THIS AGREEMENT, OR COLLECTIVELY AS "PARTIES".

PLEASE READ THROUGH THIS AGREEMENT CAREFULLY. YOUR SUBMISSION OF THE M-FILES SOLUTION PARTNER PROGRAM APPLICATION ALSO CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT, AND YOUR ACKNOWLEDGEMENT THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND THAT YOU HAVE ENTERED INTO A CONTRACT WITH M-FILES THAT MAKES YOU SUBJECT TO THESE TERMS AND CONDITIONS. IF YOU ENTER INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY OR ORGANIZATION, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND IN SUCH EVENT, "PARTNER" AS USED IN THIS AGREEMENT SHALL REFER TO YOUR COMPANY OR ORGANIZATION (AS WELL AS TO YOUR PERSONAL CONDUCT AS THE CONTEXT REQUIRES).

1. APPOINTMENT

1.1 Grant. Upon Partner's acceptance to the terms and conditions of this Agreement, M-Files shall review your submission and shall have the right to approve it at its sole discretion. Upon M-Files approval of your submission, M-Files will make commercially reasonable efforts to notify you of your acceptance. For clarity, Partner shall comply with the terms and conditions of this Agreement for the duration of the Agreement's Term as set forth in section 8.1 below. The Partner products to be incorporated into and made a part of the M-Files Solution Partner program shall be those mutually agreed upon by M-Files and Partner during the Term of the agreement.

Subject to the Agreement provisions and during the Term, Company appoints Partner as a non-exclusive M-Files Solution Partner pursuant to which Partner may offer and provide pre-built extensions, connectors, M-Files configurations, and compiled software applications (collectively, the "Applications") which either extend or complement the functionality of the Company products, directly to the Company's resellers or Company's end-customers. Such Applications may include pre-defined configurations and customizations, extensions of the Company's products built upon Company's products via the Company's standard APIs, or independent executable software applications that extend Company's products as specified herein.

This appointment is non-exclusive and is conditional upon Partner's compliance with the Agreement terms. Partner is not authorized to provide any materials provided to it by Company as part of the M-Files Solution Partner program (the "Materials") to anyone other than Partner's employees and may not distribute such Materials to any other entity. Partner is not authorized or permitted by Company to license or sell Company licenses or products to any other entity, including and without limitation, the entities to whom Partner is providing its Applications.

2. PARTNER BENEFITS

Partner is entitled to receive benefits including, a listing in the M-Files Solution Catalog website, use of M-Files Solution Partner logos, and an M-Files Not For Resale (NFR) license for development and support purposes.

3. PARTNER OBLIGATIONS

3.1 Trained Staff. Partner agrees to maintain trained staff having the necessary skills to develop, maintain and support the Applications promoted to Company's customers. At a minimum, such skills shall include maintaining at least 1 full-time staff member with the following experience:

- Microsoft .NET application development (required)
- Microsoft VBScript development experience (suggested)
- Web front-end developer experience, including HTML, JavaScript, and Cascading Style Sheets (suggested)

3.2 Expenses. Partner shall be liable for all costs and expenses initiated and incurred by Partner in fulfilling its responsibilities under this Agreement.

3.3 Partner Engagement Obligations with Company Resellers ("Resellers"). Any contractual relationship between Partner and a Company reseller is independent of this Agreement. No specific re-sale or distribution agreement is set forth or implied herein, and nothing within this Agreement shall set forth terms or agreements between Partner and a Company Reseller. Company is not liable or responsible for any agreements or contracts between Partner and customers or Partner and Company resellers.

Nothing within this Agreement shall prohibit Partner from becoming a Company Reseller. However, Partner understands that a goal of the M-Files Solution Partner program is to establish cooperative relationships with Resellers who in- turn will market Partner's Applications to Company reseller's end-customer(s). Partner agrees that when cooperating with any specific Company reseller towards the sale of Partner Applications to specific customers, that it will not directly sell any Company product to Company reseller's customer unless through that specific Reseller. Company reserves the right at its sole discretion to terminate this Agreement in cases of violation of this guidance.

3.4 Anti-Piracy. Partner agrees not to engage in the manufacture, use, distribution, supply, marketing or promotion of any counterfeit, pirated, or illegal software or materials, whether directly or indirectly, and will assist Company as reasonably required in the investigation of any such activities.

4. ADVERTISING

Partner may not advertise itself as having M-Files Solution Partner status before approval of Partner submission or after the term of this Agreement.

All trademarks, service marks, trade names, logos or other words or symbols identifying the Company's products or Company's business (the "Marks") are and will remain the exclusive property of Company. Partner will not take any action that jeopardizes Company's proprietary rights or acquire any rights in the Marks, except the limited use rights specified herein. Except as otherwise agreed in writing, Partner will not register, directly or indirectly, any trademark, service mark, trade name, copyright, company

name or other proprietary or commercial right which is identical or confusingly similar to the Marks or which are translations thereof in any other language(s). Partner shall not register a web domain which contains the name 'M-Files' in the URL.

5. OWNERSHIP; CONFIDENTIALITY

Both Parties shall retain title and ownership of their respective intellectual property rights (including patents, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill, rights in designs, rights in computer software, database rights, rights to use, know-how, trade secrets, and all other intellectual property rights, including any enhancements, improvements or other modifications thereto.

Partner is granted a non-exclusive, non-transferable, temporary license to use, copy, print and publish the then current version of the Company Solution Partner Logo along with Partner's Company related software products and services, including related marketing material and its websites and other business communication, during the term of this Agreement. The use is limited to appropriate, professional material and business communication only. The logo may not be modified or changed and must be used only in accordance with any written instructions provided by Company from time to time.

Partner shall not (and shall not authorize any third party to): 1) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on Company's products, documentation and/or Company Cloud Services; 2) circumvent any functionality or user limits or other license timing or use restrictions built into Company's products; 3) sell, rent, lend, transfer, distribute, sub-license, or grant any rights to Company's products and services (licensing and reseller rights to be agreed with other contracts); or 4) remove any proprietary notices, labels, or marks from Company's products or services.

Each party agrees to take the necessary precautions to maintain the confidentiality of Confidential Information pertaining to or disclosed in connection with this Agreement by using at least the same degree of care as such party employs with respect to its own Confidential Information of a like-kind or nature, but in no case less than reasonable care to maintain confidentiality. Each party shall only use such Confidential Information in connection with its performance of this Agreement. All Confidential Information is provided "AS IS" without warranty of any kind, whether express or implied. "Confidential Information" means all written and/or oral information identified by a party as confidential or otherwise reasonably understood as confidential by its nature, but does not include information which is generally available to the public on an unrestricted basis; previously known or independently developed outside this Agreement; or lawfully disclosed by a third party without restriction. Company Confidential Information shall include the Materials and the Company's products.

6. WARRANTY AND INDEMNIFICATION

6.1 Mutual Warranty. Each party represents that it has the right to enter into this Agreement.

6.2 Company Warranty. Company warrants that it has the authority to grant to Partner all the rights contained herein.

6.3 Disclaimer. Except as expressly set forth in this section, Company makes no other warranties. Company disclaims and excludes all other express, implied, and statutory warranties, representations, and conditions, including the implied warranties of merchantability, fitness for a particular purpose, good title, and non-infringement.

6.4 Partner Indemnification. Partner agrees to indemnify, defend and hold Company harmless from any and all damages, liabilities, and costs incurred by Company as a result of any claim against Company by any third party resulting from Partner's sale of its Application, delivery of any professional services related to the implementation of its Application, or breach of the Agreement. If Company receives notice of a claim based upon Partner's breach, Company will promptly notify Partner in writing of such claim and will permit Partner to have the sole control of the defense any such claim or action and all negotiations for its settlement and compromise, provided Partner can provide adequate assurances to Company that Partner will diligently pursue resolution of the claim.

7. LIMITATION OF LIABILITY

7.1 Liability. Except for a party's breach of its confidentiality obligations hereunder or Partner's indemnification obligations hereunder, neither party shall be liable to the other (whether in contract, tort, or other theory of liability) for any direct, indirect, incidental, or consequential damages (including lost profits) arising out of or related to this Agreement.

For sake of clarity, Partner acknowledges that its investments, efforts and costs related to building its Company related software, services, offering and marketing material or business development or contracting shall be at its own risk only, and Company has no liability for such costs or work whatsoever.

7.2 Third Party Claims. Company will not be liable for any claim by Partner based on any third-party claim except as stated in Section 10.

8. TERM AND TERMINATION OF THE AGREEMENT

8.1 Term. This Agreement will commence on the date of M-Files' acceptance of your agreement to abide by this Agreement as set forth in Section 1.1 above, and unless sooner terminated under section 8.2 or 8.3, will continue for a period of one year. Thereafter, unless either Party gives the other 30 days written notice of non-renewal, and providing Partner remains in good standing pursuant to section 3 above, the Agreement will automatically renew for subsequent one-year terms, and the initial term and any renewal term shall constitute the "Term".

8.2 Termination for Cause. In addition to any other rights or remedies available at law or in equity, either party may terminate the Agreement upon written notice for the substantial breach by the other party of any material term, if such breach is not cured within 10 days following receipt of written notice of breach from the non-breaching party.

8.3 Termination for Convenience. Either party may terminate the Agreement at any time for any or no reason by giving the other party 30 days prior written notice.

8.4 Effect of Termination. Upon expiration or termination of this Agreement, all rights and licenses granted in this Agreement will immediately terminate, and Partner shall immediately cease all use of

Materials obtained under this Agreement and, if Company so requests, return such Materials to Company. Termination will not affect any pre-termination obligations of either party under the Agreement. Company will not by reason of termination be liable for compensation, reimbursement, refunds, or damages for of profits on anticipated sales, or of expenditures, investments, leases, or any commitments in connection with Partner's business or goodwill.

9. MISCELLANEOUS

9.1 Force. If either party is prevented from performing any portion of the Agreement (except the payment of money) by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain Materials, acts of God such defaulting party will be excused from performance for the period of the delay and for a reasonable time thereafter.

9.2 Governing Law; Dispute Resolution. This Agreement shall be governed by the laws of Finland without regard to conflict of laws.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination, or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The Emergency Arbitrator provisions shall not apply. The number of arbitrators shall be three. The seat of arbitration shall be Helsinki. The language of the arbitration shall be English.