

M-FILES AGREEMENT

The Customer, Sonoma County Water Agency is seeking professional services for the implementation of M-Files. 21Tech LLC, using M-Files resources, will be providing software subscription and services as detailed below to Sonoma County Water Agency.

This Agreement including any appendices (“**Agreement**”) is entered into on 01- April -2026 (“**Effective Date**”) by and between **Sonoma County Water Agency**, having its principal place of business at 404 Aviation Blvd. Santa Rosa, CA 95403 (hereinafter referred to as “**Customer**”) and **21Tech LLC**, having its principal place of business at 9000 Crow Canyon Road, Suite s391, Danville, California, 94506, United States (hereinafter referred to as “**Vendor**”),.

Subscription. Customer's Subscription at the Effective Date:

SKU	Product Name	Period (3-years)	Qty	Unit Price per Year	Price per Year
PL-BU-NAM	Named User License - M-Files Business	01 April-2026 - 31 March-2029	25	\$749.00	\$18,725.00
PL-BU-REA	Read-Only User License - M-Files Business	01 Mar-2026 - 31 March -2029	100	\$143.00	\$14,300.00
CV-ICT	1 TB Cloud Capacity	01 April-2026 - 31 March -2029	1	\$7,656.00	\$7,656.00
PL-MAOL	M-Files for Outlook Pro	01 April-2026 - 31 March -2029	25	\$131.00	\$3,275.00
CV-CAT	1 TB Cloud Archive Capacity	01 April-2026 - 31 March 2029	1	\$3,036.00	\$3,036.00
RB-CS-ADV	ChronoScan Capture ADV + Nuance OCR Plugin	01 April-2026 - 31 March -2029	1	\$2,627.00	\$2,627.00
RB-EXTK	Extension Kit	01 April-2026 - 31 March 2029	25	\$78.00	\$1,950.00
PL-AINO	M-Files Aino (Usage of Aino and queries of a single document as well as Aino Metadata Automation are included at no cost.)	01 April-2026 - 31 March -2029		\$0.00	\$0.00
Year 1 Subscription Sub-total					\$51,569.00
IS-MS4H	Software Managed Service (4 hours of support per month)	01 April-2027 - 31 March -2029	1	\$10,692.00	\$10,692.00
Annual Sub-total for succeeding years					\$62,261.00
Total 3-year Software Contracted Price					\$176,091.00

Any additional quantities shall be invoiced pro-rated for the remainder of the then current Subscription's billing period. Such additional quantities are invoiced after Vendor has received and accepted such Order. Customer may not reduce the quantity purchased during the current Subscription Period.

Implementation Services. Customer orders the following Implementation Services:

SKU	Product Name	Description	Qty	Unit Price	Total Price
IS-CHOUR	Consulting Hour, Time & Materials	Migration 130k docs Note: If additional hours are required, Client has the option to utilize contingency funds leveraging same hourly rate of \$248.00.	50	\$248.00	\$12,400.00
IS-RDPS	Fixed Fee	Rapid Deployment Silver Package (Base implementation)	1	\$20,939.00	\$20,939.00
IS-FPP	Fixed Fee	Project 1: Retention Schedule Setup	1	\$11,138.00	\$11,138.00
IS-FPP	Fixed Fee	Project 2: Forms Workflow	1	\$4,455.00	\$4,455.00
IS-FPP	Fixed Fee	Project 3: Public Facing KB	1	\$4,455.00	\$4,455.00
IS-RDPMWFC	Fixed Fee	Project 4: RDP Module: Workflow configuration	1	\$2,673.00	\$2,673.00
IS-AMAE	Fixed Fee	Project 5: M-Files Aino - Metadata Automation Essentials	1	\$4,950.00	\$4,950.00
IS-CONT	Contingency	Funding for any additional work identified to support the project. This may also be used for travel, if needed. Travel will be billed as actuals following CONUS guidelines. Client will pre-approve in writing prior contingency funds being used.	1	\$19,840.00	\$19,840.00
Total Services Price					\$80,850.00

Vendor will bill on a combination of time and materials and fixed fee basis. Estimated total project cost is not-to-exceed \$256,941.00. Any change or addition in scope will require a change order, as mutually agreed upon by all parties. If applicable, the details of Implementation Services shall be described in a statement of work (“**SoW**”) referenced herein under the Specific Conditions. Such services shall expire in twelve (12) months from the Effective Date unless otherwise agreed to by the Parties hereto.

Customer's Billing Information.

Company Name: Sonoma County Water Agency

Invoice media: Email

VAT ID:

Email: ty.justice@scwa.ca.gov

Billing Currency: USD

Electronic invoice address:

Subscription's Billing Period: Annual

Payment term: 30 days

Billing Street: 404 aviation Blvd

Customer's billing contact person: Ty Justice

Contact information (email) for Customer's account statements

Billing Zip/Postal Code: 95403

and other billing related documents: ty.justice@scwa.ca.gov

Billing City: Santa Rosa

Purchase Order Number:

Billing State/Province: CA

Billing Country: United States

Customer shall be responsible for providing complete and accurate billing and contact information and notifying M-Files of any changes to such information (invoicing@m-files.com) at the latest 45 days prior to the annual invoicing date.

21Tech LLC is an agent for and has the power to bind M-Files through this agreement.

Fees and Payment Terms.

1. **Subscription.** Vendor will invoice Customer upon contract signing and annually thereafter for succeeding year's renewal. Vendor shall invoice Customer following Acceptance of Delivery, or if no Acceptance of Delivery is provided, then three (3) business days from the date of Delivery. For the purposes of this provision, "Delivery" means Vendor has provided the ability to log in to the subscription via electronic mail, and "Acceptance of Delivery" means Customer has acknowledged receipt of Delivery by emailing services@m-files.com.

Vendor shall invoice Customer with NET- 30 terms. No refunds are granted except as expressly stated in the Agreement.

2. **Implementation Services.** Upon completion of each Milestone as described in the SOW, Vendor will (1) send an email to the Customer notifying that the Milestone has been completed, and (2) invoice Customer. Vendor shall invoice Customer with NET 30 terms.
3. Any travel, if needed, will be invoiced as incurred following CONUS guidelines with Client Project Lead's approval via email.
4. Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder, except for taxes based on M-Files's income, property, and employees. If Vendor has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, Vendor will invoice Customer for those Taxes, and Customer will pay that invoiced amount, unless Customer provides Vendor with a valid tax exemption certificate authorized by the appropriate taxing authority at the beginning of each Subscription Period.
5. At the conclusion of the Subscription Period, this Order and the Subscription described herein may be renewed for successive one (1) year terms (each a "Renewal Term") upon mutual agreement of the parties. Each Renewal Term shall be subject to a fee increase not to exceed five percent (5%) per annum. Vendor shall inform Customer via electronic mail of the proposed fee increase for the applicable Renewal Term at least ninety (90) days in advance of the start of the applicable Renewal Term. Vendor will notify Customer of possible increase at least ninety (90) days prior to the end of any Subscription Period.

Specific Conditions.

APPENDIX 1: General Terms and Conditions for M-Files Inc.

APPENDIX 2: Data Processing Addendum (DPA)

APPENDIX 3: SOW

APPENDIX 4: Service Level Agreement Software Managed Services - 4 hours per month (US)

Notwithstanding any terms and conditions to the contrary, the following terms shall apply and govern in the event of any conflict in interpretation:

1. The Services ordered hereunder are ordered for the benefit of Customer. Customer is bound by the terms of Appendix 1, and shall be obligated to comply with the terms of Appendix 1 as if it were "Customer" (as the term is used in Appendix 1). Customer shall be responsible and liable for any breach of this Agreement.
2. **The first sentence of Section 14.2 shall be replaced with the following new sentence:** If any undisputed charge owing by Customer is fifteen (15) days or more overdue (where a Customer Invoice shall be considered

overdue on the 61st day following the date of the applicable Customer Invoice), in addition to any other rights or remedies it may have under this Agreement or by matter of law, (i) Vendor shall have the right to suspend access to the Software Service and suspend performance of related obligations under the Agreement and/or any Order upon ten (10) days written notice (email is acceptable) without incurring any liability whatsoever until such payment together with accrued interest is made in full; and (ii) Vendor will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law until Customer pays all undisputed amounts due.

3. **Non-Appropriation.** Vendor recognizes that Customer is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated to purchase the Subscription or Services specified in this Agreement, then this Agreement shall automatically terminate upon Vendor receipt of written notice of such non-appropriation from the Customer. For the avoidance of doubt, the Agreement shall continue with respect to any Subscription and Services prepaid by Customer to Vendor, for the remainder of that Period (or year of the Period, as applicable). No refunds of any prepaid fees shall be granted due to termination or expiration pursuant to this provision.
4. M-Files Aino is included in the M-Files Business Platform Edition Subscription. Usage of Aino and queries of a single document as well as Aino Metadata Automation are included at no cost.
Additional cost may be incurred if:
 - Client exceeds 10,000 queries per month there would be an additional cost of \$500 per month for 10,000 additional queries, or the agency can wait until the query count resets at the beginning of the next month.
 - Querying Aino across the entire vault incurs M-Files semantic index cost at \$700 per month per 10 GB of semantic index needed.

This Agreement (including any separate Order referencing this Agreement) constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any prior agreements, proposals, and other communications between such Parties regarding the subject matter hereof. Appendix 1, M-Files General Terms and Conditions, and any appendices referenced or listed above under Special Conditions shall be incorporated herein. In the event of any discrepancy between terms of this Agreement and any Order, the terms of this Agreement shall take precedence, except for any specific provision in an Order that expressly supersedes a specified provision in the Agreement. M-Files and Customer have caused this Agreement to be signed and executed by their duly authorized representatives to be valid from the Effective Date. Signatures to this Agreement transmitted by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature. The pricing and other terms of this unsigned agreement proposal are valid until 01- April-2026.

Sonoma County Water Agency (Customer)

Approved:

By: _____
Brad Sherwood
Assistant General Manager
Business Services & External Affairs Division

Reviewed as to funds:

By: _____
Sonoma County Water Agency
Division Manager - Administrative Services

Approved as to form:

By: _____
Verne Ball
Deputy County Counsel

Sonoma County Water Agency (Customer)

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on

Date: _____

21Tech LLC ((Vendor)

Brad Baker
Director or Sales

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

APPENDIX 1

General Terms and Conditions for M-Files Inc.

21Tech LLC is an agent for and has the power to bind M-Files through this agreement.

M-Files General Terms and Conditions (United States)

1. DEFINITIONS.

- 1.1. **"Affiliates"** means any corporation, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition "control" means the direct possession of a majority of the outstanding voting securities of an entity.
- 1.2. **"Agreement"** shall mean the binding and effective terms and conditions of these M-Files General Terms and Conditions and Order duly agreed between M-Files and Customer (including any terms and conditions incorporated therein by reference), and any amendments thereto. In the event of any conflict between these M-Files General Terms and Conditions and Order, these M-Files General Terms and Conditions shall control unless the Order explicitly states that it prevails (including any provisions in the "Specific Conditions" section of the Order).
- 1.3. **"Customer Data"** means information and data submitted by or on behalf of Customer to the Software Service, excluding any M-Files' information or Third-Party Products. If Customer Data is hosted by M-Files, it is Hosted Data, as defined in the Additional Software Terms attached hereto.
- 1.4. **"Data Processing Addendum" or "DPA"** means M-Files' data processing agreement which applies to the processing of Customer's Personal Data (as defined in the DPA) included in Customer Data by M-Files.
- 1.5. **"Deliverables"** means any work product, deliverables, programs, interfaces, modifications, configurations, reports, documentation or other material delivered to Customer by M-Files in the performance of Implementation Services.
- 1.6. **"Documentation"** means any manual and other documentation regarding the Software Service made generally available by M-Files to its customers, as maybe updated from time to time.
- 1.7. **"Effective Date"** shall mean the date defined in the Agreement or, if such date is not defined, then the last date of the signatures or electronic acceptance of the Agreement.
- 1.8. **"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents, or programs.
- 1.9. **"Order"** means the order placed by Customer or its Affiliate subject to the terms and conditions of the Agreement, that further describes the purchased Services. If Customer is ordering Implementation Services, an Order may be a SOW.
- 1.10. **"Implementation Services"** means any consulting, implementation, configuration, training, or other professional services that may be provided by M-Files to Customer.
- 1.11. **"Intellectual Property Rights"** shall mean (i) patents, inventions, designs, copyright and related rights, database rights, trademarks 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) all other rights of a similar nature or having an equivalent effect anywhere in the world.
- 1.12. **"Party/Parties"** shall mean the parties to the Agreement, individually as the "Party" and together as the "Parties".
- 1.13. **"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.
- 1.14. **"Services"** means the specific Software Service(s), Implementation Services, and Deliverables that are provided to Customer under this Agreement and as ordered under the applicable Order.
- 1.15. **"Software"** shall mean M-Files computer program or programs specified in the Agreement and/or in an Order as part of the Subscription at the latest release available on the Effective Date or at the effective date of such Order, and any Updates which may be made available to and procured by Customer from time to time during the applicable Subscription Period.
- 1.16. **"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 Agreement. The Software Service shall also include applicable Documentation and Customer's Subscription management capabilities.
- 1.17. **"Statement of Work" or "SOW"** shall mean a written specification of the Implementation Services Customer has ordered.

- 1.18. **"Subscription"** shall mean the combination of Software, Software Service and/or Product Support that Customer has ordered under the Agreement and/or applicable Orders. Subscription may also include Implementation Services if such services are agreed to be included into Customer's Subscription.
 - 1.19. **"Subscription Period"** means the term of each subscription to the Services as specified in the applicable Order. The "Initial Subscription Period" means the first Subscription Period set forth in the first Order. "Renewal Subscription Period" shall mean any additional Subscription Period(s) following the Initial Subscription Period.
 - 1.20. **"Third-Party Product"** means any third-party software, website, application, platform, program, or data source not provided or licensed by M-Files as part of the Services to Customer under this Agreement. For the avoidance of doubt, Third-Party Products may be provided by M-Files to Customer however such Third-Party Products are licensed under separate terms and conditions, not this Agreement.
 - 1.21. **"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.
 - 1.22. **"Usage Data"** means anonymized or aggregated data, statistics, usage analytics and analysis derived from the Services and Customer's use thereof.
 - 1.23. **"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 and may not be involved in actions competing with M-Files) who access and use the Software Service using Customer's user IDs.
- ### 2. SERVICES.
- 2.1. **Software Service.** Subject to this Agreement, and in consideration for the payment of fees set forth on the applicable Order, M-Files hereby grants to Customer, solely during the Subscription Period, a limited, non-exclusive, non-sublicensable, non-transferable (except as set forth in Section 12.3 (Assignment)) license to install, access and use the Software Service solely for Customer's internal business purposes. This license is restricted to use by Customer and Customer's Users and (except for Affiliates subject to Section 2.4) does not include the right to use the Services on behalf of any third party. Customer is responsible for procuring and maintaining the network connections that connect Customer to the Software Service. Customer acknowledges and agrees that M-Files shall only provide Customer with the specific Services specified on the Order, and not any other products or services that M-Files may offer. Additional definitions, restrictions and limitations on use for specific Software Service(s) or components thereof are set forth in additional terms below.
 - 2.2. **Implementation Services.** If Customer has purchased Implementation Services from M-Files, then such Implementation Services are provided under the terms of this Agreement, the applicable Order (including the applicable SOW, if any), and the terms set forth in the Additional Implementation Services Terms below.
 - 2.3. **Service Levels.** M-Files will use commercially reasonable efforts to provide the Software Services in accordance with the Product Support Policy.
 - 2.4. **Affiliates.** Subject to the terms of the Order and this Agreement, the Customer may make the Services available for use by its Affiliates provided that (a) all licensing restrictions are complied with by each Affiliate, and (b) such Affiliates are bound by obligations as protective of M-Files as this Agreement for the benefit of M-Files. Customer shall be liable for any breach of the terms and conditions of this Agreement by any of its Affiliates.
- ### 3. OBLIGATIONS.
- 3.1. **Users.** Customer is responsible for all activities conducted, or directions or instructions issued, by Customer or under Customer's User ID's and for Customer's Users' compliance with this Agreement. Customer is responsible for maintaining the confidentiality of User's passwords and account login information. Customer shall immediately notify M-Files of any unauthorized use of Customer's or any User's password or account or any other breach of security of which Customer is aware or suspects. Customer is responsible for ensuring all Users access and use the Services solely for Customer's benefit in accordance with this Agreement and not for any other purpose or use.

- Customer shall be liable for any breach of this Agreement by any of Users.
- 3.2. **Restrictions on Use.** Unauthorized use, resale or commercial exploitation of the Services in any way is expressly prohibited. Customer shall not (and shall not authorize any User or third party to): (i) modify, alter, translate, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form, underlying user interface techniques or algorithms, or structure of the Services; or (ii) access or use the Services in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Services. Except as expressly permitted in this Agreement, Customer shall not copy, license, sell, transfer, make available, lease, loan, time-share, distribute, or assign this license to access and use the Services (or any component hereof) to any third party. Customer and its Users shall not remove, alter, or obscure any trademark, copyright or proprietary label or notice accompanying or incorporated in the Services.
- 3.3. **Customer Data.**
- 3.3.1. Customer is responsible for the accuracy, integrity, legality and quality of Customer Data. Customer represents and warrants that: (i) Customer either owns fully and outright or otherwise possesses and has obtained (and paid for) all rights, approvals, licenses, consents, clearances, releases, and permissions as are necessary to provide Customer Data for use in connection with the Services; and (ii) Customer shall comply with all laws, ordinances, codes, regulations, rules, policies, regulations and procedures and the requirements of any other public or private authority in the provision of Customer Data hereunder.
- 3.3.2. Neither Customer nor Customer's Users shall use the Services to: (a) send, upload or otherwise transmit any Customer Data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) upload or otherwise transmit, display or distribute any of Customer Data that infringes any Intellectual Property Rights; (c) upload or otherwise transmit any material that contains Malicious Code; (d) interfere with or disrupt the Services or networks connected to the Services; or (e) violate any applicable law or regulation.
- 3.3.3. Except for the license rights granted in this Agreement, as between Customer and M-Files, Customer retains ownership of all right, title and interest in and to all Customer Data. Customer hereby grants to M-Files a worldwide, non-exclusive, royalty-free right and license to collect, access, use, process and transmit Customer Data in order for M-Files (and its Affiliates, subcontractors, and service providers) to provide the Services and perform and fulfill M-Files' rights and obligations under this Agreement. Customer acknowledges that Customer Data may be processed, and administrative functions of the Services may be provided from locations outside of its country.
- 3.3.4. Customer is responsible for the correctness and completeness of any programs, files, tools, systems, data, or other materials provided by or on behalf of Customer to M-Files for use in the provision of the Services. Customer shall be responsible for M-Files having the right to use such materials for the purpose of performing its obligations under the Agreement.
- 3.4. **Customer Data License.** Customer hereby grants to M-Files a royalty-free, non-exclusive, worldwide right and license to host, access, copy, transmit, display, use, and store Customer Data in order to perform the Services. This license includes right to run Customer Data through M-Files' software and artificial intelligence models in order to provide the Services and to test, validate, and improve the performance of the artificial intelligence models and the Services for Customer. Customer acknowledges that when Customer Data is run through the software and artificial intelligence models, such Customer Data teaches, trains, and improves the software, artificial intelligence models, and Services to Customer, and any such learning cannot be "unlearned".
- 3.5. **Usage Data.** Customer acknowledges and agree that during the term of this Agreement and thereafter, M-Files may collect, analyze, copy, display and use Usage Data for the purposes of providing, operating, analyzing, and improving the Services and other M-Files products and services. M-Files may disclose Usage Data to its partners, customers, and on its public facing website for the purposes of benchmarking and online marketing, provided however M-Files will not disclose any Usage Data unless it is in an aggregated and anonymized format that would not permit a third party to identify the data as associated with Customer or any individual.
- 3.6. **No Circumvention.** 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 Subscription Service 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.
- 3.7. **Suspension.** M-Files shall have the right to suspend Customer's or any User's access to the Services if Customer's or User's actions pose a material security risk to or may otherwise materially damage or harm the Services or the underlying infrastructure, or if Customer or User burdens or uses the Services for a purpose not permitted by the Agreement, applicable law or administrative order or in such a manner that jeopardize the provision of the Services to other customers. Where feasible, M-Files will use commercially reasonable efforts, taking into consideration the circumstances, to provide Customer with prior written notice of any such suspension. M-Files shall remove the suspension once the issue has been remedied. 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 Agreement or applicable law or that is harmful or malicious to the Services.
- 3.8. **Responsibilities.** Customer acknowledges that M-Files' performance of its responsibilities under the Agreement is dependent on Customer's timely performance of its obligations and Customer shall fulfill its obligations in accordance with the Agreement including without limitation timely decision making.
- 4. FEES.**
- 4.1. **Fees.** Customer agrees to pay M-Files all fees set forth in the applicable Order ("Fees") in accordance with this Agreement and the Order. Except as otherwise specifically provided in this Agreement, all Fees paid and payable to M-Files hereunder are non-cancelable and non-refundable. All amounts payable under this Agreement are in United States dollars, and Customer will pay all such amounts in United States dollars. M-Files shall be entitled to separately charge for services, work or deliverables that are not within the scope of the agreed upon Order or SoW and which Customer has requested in writing.
- 4.2. **Failure to Pay.** If any undisputed fee or charge owed by Customer is more than thirty (30) days past due, in addition to any other rights or remedies it may have under this Agreement or by matter of law, (i) M-Files reserves the right to suspend the Services upon ten (10) days written notice (email is acceptable), until such undisputed amounts are paid in full; and (ii) M-Files will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law until Customer pays all undisputed amounts due. Customer will continue to incur and owe all applicable fees irrespective of any such suspension. No suspension shall occur if payment is made in full within the ten (10) days' notice period. If M-Files is forced to commence any collection or legal action relating to Customer's unpaid fees, then M-Files is entitled to recover its reasonable attorneys' fees and other direct costs arising in connection with any collection actions or legal proceedings.
- 4.3. **Set-off.** Customer shall have no right to set-off, deduct from or reduce payments owed under any Order in respect of any claim against or obligation of M-Files whatsoever, except those that are undisputed or have been legally established.
- 5. CONFIDENTIALITY**
- 5.1. Each Party (a "Recipient") will regard any information provided to it by the other Party, or its Affiliates (a "Discloser") 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 Discloser's business and the industry in which it operates, is of a confidential or proprietary nature. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the Discloser, without any obligation of confidentiality; (ii) becomes known to the Recipient directly or indirectly from a source other than one having an obligation of confidentiality to the Discloser; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the Recipient without use of the Discloser's Confidential Information.
- 5.2. Recipient shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) to not disclose or use any Confidential Information of the Discloser except as reasonably necessary to perform Recipient's obligations or exercise Recipient's rights pursuant to this Agreement or with the Discloser's prior written permission. Recipient may disclose the Discloser's Confidential Information on a need-to-know basis to its Affiliates, and its and their employees, directors, contractors, subcontractors, advisors, auditors, and service providers who are bound by confidentiality obligations at least as restrictive as those in this section. To the extent required by

applicable law, Recipient's disclosure of Discloser's Confidential Information shall not be considered a breach of this Agreement provided that Recipient promptly provides Discloser with prior notice of such disclosure (to the extent legally permitted) and reasonable assistance, at Discloser's cost, if Discloser wishes to contest the disclosure. Discloser shall have the right to seek injunctive relief to enjoin any breach or threatened breach of this section, it being acknowledged by the Parties that other remedies may be inadequate. Nothing in this section shall be interpreted to compel a violation of applicable law.

5.3. The rights and responsibilities under this section shall survive the termination or expiration of the Agreement and shall remain in force for a period of five (5) years from the date of disclosure, provided, that the obligations and liabilities specified herein as they may relate to trade secrets or other intellectual property rights shall remain in effect and survive any termination hereof in accordance with the applicable law.

6. LIMITED WARRANTY

6.1. Software Service Warranty. M-Files warrants that during the Subscription Period the Software Service will conform, in all material respects, with the applicable Documentation. For any breach of the above warranty, M-Files will, at no additional cost to Customer, upon written notice from Customer, make commercially reasonable and technically feasible efforts to correct material errors that significantly affect the functionality of the Software Services to conform to the warranty. Customer will provide M-Files with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. The remedies set out in this section are Customer's sole remedies for breach of this warranty. This warranty will only apply if the Services have been utilized by Customer in accordance with the Agreement. M-Files makes no warranty regarding, and M-Files is not responsible for correcting errors caused by (a) Third Party Products; or (b) any Customer or third-party software or applications not provided by M-Files.

6.2. Implementation Services Warranty. The limited warranty for the Implementation Services provided hereunder (if any) is set forth in the Additional Implementation Services Terms.

6.3. Disclaimers. M-FILES DOES NOT REPRESENT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED. THE WARRANTIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY M-FILES. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. DATA PROCESSING. M-Files will provide the Services in accordance with privacy and data protection laws, to the extent applicable to M-Files as a processor. The Parties agree that the processing of Personal Data and/or personally identifiable information, as applicable, by M-Files shall take place under the terms and conditions of M-Files standard Data Processing Addendum ("DPA").

8. INTELLECTUAL PROPERTY. Customer acknowledges and agrees that as between M-Files and Customer, all right, title and interest in and to the (i) Services (and all M-Files' other products and services); (ii) all improvements, derivatives, enhancements, modifications, releases, configurations, methodologies, related technologies, and the like ("Modifications") to the Services created by any Party; and (iii) any and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied in (i) and/or (ii) or associated therewith are and shall remain M-Files' or M-Files' licensors' sole and exclusive property, and M-Files in no way conveys any right or interest in the Services or any Modifications other than a limited license to use the Services in accordance herewith. M-Files also retains ownership of all right, title and interest in and to all M-Files Confidential Information and all Usage Data.

9. LIMITATION OF LIABILITY.

9.1. EXCEPT AS SET FORTH IN SECTION 9.3 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL, PUNITIVE OR SPECIAL LOSS OR DAMAGE SUCH AS, WITHOUT LIMITATION, ANY LOSS OF PRODUCTION, LOSS OF DATA, 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.

9.2. EXCEPT AS SET FORTH IN SECTION 9.3, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY UNDER AND IN RELATION TO THE AGREEMENT (INCLUDING SERVICE CREDITS, POSSIBLE LIQUIDATED DAMAGES AND OTHER

SIMILAR CONTRACTUAL CREDITS AND PENALTIES) SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO FEES ACTUALLY PAID TO M-FILES BY CUSTOMER UNDER THE AGREEMENT FOR THE TWELVE (12) MONTHS PRIOR TO THE EVENT OUT OF WHICH THE LIABILITY AROSE. "EVENT" MEANS ANY SINGLE EVENT OR THE FIRST OF A SERIES OF CONNECTED EVENTS GIVING RISE TO LIABILITY AND ARISING FROM THE SAME CAUSE.

9.3. EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR: (A) BREACH OF CONFIDENTIALITY; (B) BREACH OF A PARTY'S OBLIGATIONS UNDER THE DPA; AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SHALL NOT EXCEED TWO (2) TIMES THE AMOUNT OF FEES ACTUALLY PAID TO M-FILES BY CUSTOMER UNDER THE TERM OF THE AGREEMENT FOR THE TWELVE (12) MONTHS PRIOR TO THE EVENT OUT OF WHICH THE LIABILITY AROSE. THE LIMITATIONS OF LIABILITY IN THIS SECTION 9 SHALL NOT APPLY TO DAMAGES CAUSED BY WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF THE OTHER PARTY. THE ABOVE LIMITATIONS OF LIABILITY IN NO WAY LIMITS CUSTOMER'S OBLIGATION TO PAY M-FILES ANY APPLICABLE FEES OR COSTS OWED UNDER THE AGREEMENT. NOTHING IN THE AGREEMENT SHALL OPERATE TO RESTRICT OR EXCLUDE ANY LIABILITY OF A PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OF A PARTY OR FOR ANY OTHER RESTRICTION OR EXCLUSION NOT PERMITTED BY LAW.

9.4. All claims under the Agreement must be made within two (2) years from the event out of which the liability arose. The limitations of liability in this section apply to the fullest extent permitted by applicable law.

10. TERM & TERMINATION

10.1. Term. This Agreement will begin on the Effective Date and will continue until otherwise terminated in accordance with this Agreement.

10.2. Subscription Period.

10.2.1. Unless otherwise set forth in the applicable Order, the Initial Subscription Period begins on and is valid for three (3) years from the Effective Date. The Subscription will automatically renew for successive Renewal Subscription Periods, unless either Party terminates the Agreement or the current Subscription with a written notice to the other Party a) by Customer at least forty-five (45) days; or b) by M-Files at least hundred and eighty (180) days prior to the end of the Initial Subscription Period or any of the then current Renewal Subscription Period. Unless otherwise agreed, each Renewal Subscription Period shall be twelve (12) months. Customer shall be liable for any outstanding payments even if Customer decides to terminate the applicable Subscription after the Subscription have been automatically renewed. The termination of the Agreement shall also terminate the Subscription including any separate Orders relating thereto. Any renewal shall be subject to an annual fee increase.

10.2.2. Any additional orders by Customer during the Initial Subscription Period or any Renewal Subscription Period shall be combined with the then current Subscription Period.

10.3. Termination. Either Party may terminate this Agreement or any applicable Order (i) immediately in the event of a material breach of this Agreement or any such Order by the other Party that is not cured within thirty (30) days of written notice from the other Party; or (ii) immediately if the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing. Termination of an Order will not terminate this Agreement. Termination of this Agreement will however terminate all outstanding Orders.

10.4. Effect of Termination. Upon any termination or expiration of this Agreement or any applicable Order, M-Files will no longer provide the applicable Services to Customer, and Customer will stop using the Services. Customer will pay M-Files for all fees that had accrued prior to the termination date, provided that if the Agreement is terminated by Customer due to material breach of M-Files, then Customer shall be entitled to a refund for any prepaid unused fees for the remainder of the Subscription Period after the effective date of termination. 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 Agreement and each Order.

10.5. Return of Confidential Information. Except for Customer Data which shall be subject to Section 10.6 below, upon termination or expiration of the Agreement, each Party shall promptly return or destroy all Confidential Information of the other Party in its possession. The obligation to return or destroy shall not apply to Confidential Information which (i) is subject to automatic back-up or disaster recovery procedures, provided that such Confidential Information shall continue to be treated as Confidential Information as set out in the

Agreement; or (ii) needs to be restored in order to comply with mandatory law or related to legal proceedings.

10.6. **Data Deletion.** During the Subscription Period and for thirty (30) days thereafter (the "Retrieval Period"), Customer may request a backup copy of the Hosted Data (defined in the Additional Software Service Terms), 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 copy to Customer will be provided as Implementation Services on time and material basis and invoiced, if not otherwise agreed, in accordance with M-Files' then current price list. After the Retrieval Period, M-Files will have no further obligation to store and/or make available Hosted Data and shall have the right to delete the same. Except as specified in this section, Customer will no longer have access to Hosted Data after termination of the Agreement.

11. INDEMNIFICATION

11.1. **M-Files Indemnification.** M-Files will indemnify, defend and hold Customer harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") incurred arising out of or in connection with a claim, suit, action, or proceeding brought by a third party against Customer alleging that the use of the Software Services and Deliverables as permitted hereunder infringes any United States Intellectual Property Right of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Software Services in violation of this Agreement or applicable law; (b) use of the Software Services or Deliverables after M-Files notifies Customer to discontinue use because of an infringement claim; (c) any claim relating to any Third-Party Products; (d) any claim relating to Customer Data; (e) modifications to the Software Services or Deliverables made by anyone other than M-Files (where the claim would not have arisen but for such modification); (f) the combination, operation, or use of the Software Services or Deliverables with software, materials, data or equipment which was not provided by M-Files, to the extent that Customer liability for such claim would have been avoided in the absence of such combination, operation, or use; or (g) compliance by M-Files with Customer custom requirements or specifications if and to the extent such compliance with Customer custom requirements or specifications resulted in the infringement. If the Software Services are held to infringe, M-Files will, at M-Files' own expense, in M-Files' sole discretion use commercially reasonable efforts either (a) to procure a license that will protect Customer against such claim without cost to Customer; (b) to replace the Software Services with non-infringing services without material loss of functionality; or (c) if (a) and (b) are not commercially feasible, terminate this Agreement or the applicable Order and refund to Customer any prepaid unused fees paid to M-Files for the infringing Software Services. The rights and remedies granted to Customer under this Section 11.1 state M-Files' entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the Intellectual Property Rights of a third party, whether arising under statutory or common law or otherwise. Section 9 does not apply to this section 11.1.

11.2. **Customer Indemnification.** Customer shall indemnify, defend, and hold M-Files harmless from and against any and all Losses resulting from a claim, suit, action, or proceeding brought by any third party against M-Files that arises out of or results from a claim alleging that (a) Customer Data, or any use thereof authorized under this Agreement; or (b) Third-Party Products provided by Customer, or any use thereof infringes the Intellectual Property Rights or proprietary rights of any third party.

11.3. **Procedure.** The indemnified Party shall (i) promptly notify the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party's obligation except to the extent it is prejudiced thereby; and (ii) allow the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement, provided that the indemnifying Party shall not settle any claim without the indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified Party shall also provide the indemnifying Party with reasonable cooperation and assistance in defending such claim (at the indemnifying Party's cost).

12. GENERAL PROVISIONS

12.1. **Entire Agreement.** This Agreement, including all Attachments hereto and all Orders, contains the entire agreement between the Parties, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating thereto and is binding upon the Parties and their permitted successors and assigns. Only a written amendment that refers to this

Agreement or the applicable Order and that is signed by both Parties may amend this Agreement or such Order. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature. Any inconsistent or conflicting terms and conditions contained in any purchase order issued by Customer shall be of no force or effect, even if the purchase order is accepted by M-Files. In the event of any conflict between the terms of this Agreement and any Order, this Agreement shall control, unless such Order expressly states that it is to control. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof.

12.2. **Code of Conduct.** M-Files is committed to follow the principles described in the M-Files Code of Conduct <https://www.m-files.com/about/code-of-conduct/> as valid from time to time.

12.3. **Assignment.** Neither Party may assign any of its rights or obligations hereunder without the other Party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign the Agreement without the other Party's consent to its Affiliate or in connection with a corporate reorganization, consolidation, merger, acquisition or sale of all or substantially all of its assets, except in the event of assignment to a direct competitor of the other Party, the other Party may terminate the Agreement upon written notice to the assigning Party. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns. There are no third-party beneficiaries under this Agreement.

12.4. **Contractors.** M-Files may use its Affiliates, independent contractors or subcontractors to assist in the delivery of the Services or components thereof. M-Files shall be responsible for the performance of such contractors and their compliance with M-Files' obligations under this Agreement, except as otherwise specified in this Agreement.

12.5. **Export.** 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 the Agreement. 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 unless Customer obtains prior agreement in writing from M-Files and all necessary licenses as required by any applicable laws and regulations. Customer shall comply with applicable export laws and regulations. Unless provided for in a separate agreement, Customer shall not disclose any information to M-Files or store any information within the Software Service that requires an authorization to be exported unless the authorization is required solely for export to countries subject to trade sanctions.

12.6. **Feedback.** Customer acknowledges that any suggestions, comments, improvements, ideas, requests for Modifications or feedback provided to M-Files relating to the Services or any of M-Files' other services ("Feedback") are voluntarily provided by Customer, and Customer agrees that the Feedback may be used by M-Files without compensation, accounting or attribution to Customer, and Customer hereby grants M-Files a transferable, sublicensable, worldwide, perpetual, irrevocable, royalty-free, fully paid up right and license to freely exploit and make available all Feedback.

12.7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA without regard to its conflict of law provisions. Any dispute arising between the Parties will be settled in an action commenced and maintained in any court sitting in New York, New York. The Parties irrevocably consent and submit to the exclusive personal jurisdiction of such courts if there is any dispute between them and agree not to challenge or assert any defense to the jurisdiction of such 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 the Agreement.

12.8. **Relationship of the Parties.** Each Party is an independent contractor, and nothing in this Agreement shall be construed as a partnership or creating the relationships of employer and employee, or principal and agent, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

- 12.9. Force Majeure. "Force Majeure Event" means any failure by a Party to perform its obligations under the Agreement caused by an impediment beyond its reasonable control (including without limitations strike, fire, flood, governmental acts or unavailability of third-party infrastructure or energy sources), and the consequences of which could not reasonably have been avoided or overcome by such Party. Excluding any Customer payment obligations, non-performance by either Party shall be excused to the extent that performance is rendered impossible by a Force Majeure Event. A Force Majeure Event suffered by a subcontractor of a Party shall also discharge such a Party from liability if subcontracting from other source cannot be made without unreasonable costs or a significant loss of time. A Party shall notify the other Party in writing without undue delay of a Force Majeure Event and shall take commercially reasonable and diligent actions to remedy such Force Majeure Event.
- 12.10. Certification and Audit. Upon M-Files' prior written request and no more than once every twelve (12) months, Customer shall provide M-Files with a signed certification (i) verifying that the Software Service is being used pursuant to the provisions of the Agreement; and (ii) listing all respective locations where Customer uses the Software Service. M-Files may perform an audit, not more than once per twelve (12) month period, of Customer's compliance with the provisions of the Agreement. Any such audit shall be performed at M-Files' expense and shall occur during Customer's normal business hours. M-Files shall notify Customer, in writing, thirty (30) business days prior to such audit. Such audit shall not unreasonably interfere with Customer's business operations. Customer agrees to reasonably cooperate with M-Files in such audit.
- 12.11. Notices. All notices required by or related to the Agreement shall be given in writing to the contact persons in the Agreement or as updated by any Order and either (i) by being hand-delivered to the receiving Party; (ii) by being addressed by registered mail or delivered by recognized private carrier and addressed to the receiving Party at its address set forth in the main body of the Agreement; or (iii) by being transmitted by electronic mail with receipt confirmed. However, any notices to Customer related to invoicing will be addressed to the relevant billing contact designated by Customer. A Party shall inform the other Party of any change of its address by giving a written notice hereunder to the other Party.
- 12.12. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person.
- 12.13. Modifications. M-Files may make modifications, changes, or improvements to the Services or particular components of the Services from time to time provided that such modifications do not materially degrade any functionality or features of the Services (unless such functionality is replaced with functionality that is substantially equivalent). M-Files shall make available to Customer information regarding material changes via email or through its website.
- 12.14. Waiver and Severability. Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.
- 12.15. Insurance. M-Files shall maintain at least the minimum insurance requirements per Exhibit A (Insurance Requirements) and Exhibit A-1 (Certificate of Insurance).
- 12.16. Publicity. M-Files may use and display its relationship with Customer (including its logo) in its marketing and sales promotions activities in all M-Files' marketing channels, and in customer listings during the term of the Agreement provided that Customer may restrict or terminate such use upon written notice to M-Files at any time.
- 12.17. United States Government Restricted Rights Legend. 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.

ADDITIONAL SOFTWARE SERVICE TERMS

These terms apply to Software Services in addition to the General Terms and Conditions above,

1. Additional Definitions.

1. **"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.
 2. **"Data Archive"** is a storage type for storing non-mutable records and other archive data for infrequent access.
 3. **"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.
 4. **"Master Server"** shall mean the hardware that operates as the main server on which Customer uses and runs the Server Software, and 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 by M-Files to set up a new instance of the Software Service.
 5. **"Per-Device Licensed Software"** shall mean Software marked as per-device licensed software by M-Files.
 6. **"Platform Edition"** shall mean the edition for user licenses and which defines for example volume limits of the Subscription. The different editions are described at <https://www.m-files.com/products/platform-editions/> or at another location on the M-Files website.
 7. **"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.
2. **Use Cases.** The Software Service is designed to support typical information management use cases and is subject to certain usage restrictions as described in the Documentation and at <https://www.m-files.com/products/platform-editions/>. These use cases include document management, case management, and contract management. M-Files has the right to restrict the usage of the Software Service if the use results in Customer significantly exceeding the restrictions specified under the specified M-Files Platform Edition. Where feasible, M-Files will use commercially reasonable efforts, taking into consideration the circumstances, to provide Customer with prior written notice of any issues with such restrictions. M-Files shall remove the restriction once the issue has been remedied.
 3. **Server Software:** Server Software shall be used on a single designated Master Server in Customer's Software Service during the Subscription Period. Customer may create backup servers and make copies of the Server Software solely for backup purposes. Customer may not use, run, load, or copy the Server Software that is installed on Customer backup server, other than to the extent technically necessary for an up-to-date backup. Customer shall not transfer Customer's license code from Customer's designated server to Customer's backup server.
 4. **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.
 5. **Per-Device Licensed Software:** If Customer acquired a license to install and use Per-Device Licensed Software, Customer may use the Per-Device Licensed Software on a single designated Customer device.
 6. **Client Software:** Client Software shall be used in Customer's terminal devices.
7. **User Licenses.**
 1. *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. For the purposes of the definition of Named User License only, "transfer" means either (a) an assignment or transfer of the Named User License to a third party not authorized by the Agreement to use the Named User License; or (b) the sharing of a single Named User License by one or more person.
 2. *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. Only one User can use the license at a time.
 3. *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. For the purposes of the definition of Read-only Named User License only, "transfer" means either (a) an assignment or transfer of the Read-only Named User License to a third party not authorized by the Agreement to use the Read-only Named User License; or (b) the sharing of a single Read-only Named User License by one or more person.
 8. **Hosted Data.** Unless otherwise agreed in writing, M-Files will make daily backup copies of the Hosted Data and retain one restore point per day for the last seven (7) days. If Hosted Data is deleted, lost, altered or damaged by Customer using Customer's own user IDs or if Customer has otherwise by its own or its authorized action deleted, lost, altered or damaged Hosted Data, M-Files shall have the right to charge Customer for the work on the recovery of such Hosted Data on time and material basis in accordance with M-Files' then current price list.

ADDITIONAL IMPLEMENTATION SERVICES TERMS

These terms apply to Implementation Services in addition to the M-Files General Terms and Conditions above.

1. The not to exceed amount of this contract is \$256,941.00.
2. **Implementation Services.** M-Files will provide Implementation Services pursuant to Order(s) or SOW(s) executed by the Parties and referencing this Agreement. The Implementation Services are provided during normal local business hours of M-Files from Monday to Friday, excluding any national holidays. Unless otherwise expressly stated, time schedules, resources, work amounts, and other details for Implementation Services defined in this Agreement, an Order or SOW are estimates only.
3. **Staffing.** M-Files shall have sole discretion regarding staffing for the Implementation Services, including the assignment or reassignment of the personnel. M-Files will assign personnel of appropriate qualification and experience to perform and fulfil its obligations for Implementation Services. Each party shall appoint authorized representative(s) to be the other party's contact persons for matters related to agreed Implementation Services.
4. **Change Requests.** Either party may request a change to the Implementation Services, and for such purpose shall submit to the other party a written notice setting forth the requested change and the reason for such request. The Parties shall discuss the necessity, desirability and/or acceptability of such change request and agree in writing upon the change and any resulting changes in the time schedules, and other relevant parts of the agreed Implementation Services.
5. **Non-solicitation.** During the term of any Implementation Services engagement and for six (6) months thereafter, Customer agrees to the extent permitted by law that it will not, directly or indirectly, solicit for employment or employ any M-Files employee who performs or has performed essential tasks relating to any Implementation Services. In case of a breach of the non-solicitation restriction, M-Files has the right to request Customer to pay to M-Files by way of a penalty an amount corresponding to six (6) months' gross salary of the employee in question. The non-solicitation restriction shall not apply if the employment of the person in question has been terminated for a reason attributable to M-Files or if the recruitment or employment occurs in response to any public job advertisement.
6. **Deliverables.** Subject to the terms and conditions of the Agreement and due payment of all applicable fees and expenses, during the term of the Agreement only, M-Files hereby grants Customer a non-exclusive, non-transferable license to use any Deliverables developed by M-Files in the performance of Implementation Services, solely in conjunction with, and consistent in scope with, Customer's permitted use of the Software Service under this Agreement. Customer and its Affiliates may not sell or otherwise transfer the Deliverable to any third party. Training sessions may be recorded for Customer's internal purposes only. M-Files retains ownership of all information, software and other property owned by M-Files prior to this Agreement or which M-Files develops independently of this Agreement and all Deliverables received, compiled or developed by M-Files in the performance of this Agreement, including, but not limited to all configurations of the Software Service. All such information shall be treated as Confidential Information of M-Files. M-Files retains ownership of and may utilize and fully exploit any and all methods, computer software, know-how or techniques related to programming and processing of data, developed by M-Files while providing the Implementation Services and may (but is under no obligation to) incorporate the Deliverables in future releases of any of M-Files products and/or services.
7. **Implementation Services Warranty.** M-Files warrants that any Implementation Services shall be provided in a competent manner in accordance with any specifications set forth in the Order or SOW, in all material respects. M-Files further warrants that any Deliverables provided pursuant to any Implementation Services engagement shall comply, in all material respects, with the specifications set forth in the Order or SOW. If the Implementation Services are not performed as warranted or the Deliverables do not comply, then, upon Customer's written request, M-Files shall promptly re-perform, or cause to be re-performed, such Implementation Services, at no additional charge to Customer. Such warranties and other obligations shall only survive for ninety (90) days following the completion of the Implementation Services or the delivery of each applicable Deliverable, as the case may be. Such re-performance shall be Customer's exclusive remedy and M-Files' sole liability for any such non-performance.
8. **Customer's Obligations.** Customer will reasonably cooperate with M-Files, will provide M-Files such assistance as M-Files may reasonably request, and will fulfill Customer's responsibilities as set forth in this Agreement and the Order or SOW. If M-Files personnel are required to be present at Customer's location, Customer will provide adequate workspace. Customer shall be responsible for obtaining and paying for any releases, rights, licenses, clearances or permissions necessary to use any third-party materials which are the responsibility of Customer to provide in connection with any Implementation Services performed by M-Files under any Order or SOW. Customer agrees to provide M-Files reasonable access to Customer's computers and network as reasonably required to perform under any Order or SOW.
9. **Work Packages and Advisory Hours.** Implementation Services' work packages or advisory hours shall expire in twelve (12) months from the Effective Date.
10. **Expenses.** Customer is responsible for all travel, and related accommodations (such as out-of-pocket costs and expenses as well as daily allowances) that may be required or requested in connection with the provisions of any M-Files Implementation Services. M-Files is entitled to charge its prevailing rates for any agreed upon travel. Any travel arrangements shall be agreed upon in advance. Unless otherwise set forth in the applicable Order or SOW, expenses are billed monthly in arrears.
11. **Overtime.** Implementation Services that are performed and delivered outside defined business hours in the applied time zone will be invoiced by multiplying the hourly price with the rates set forth in the M-Files overtime hour rates for non-business hours (see chart below). If Customer has ordered Implementation Services as any work package, the used hours will be multiplied by the applicable rate and deducted from Customer's Implementation Services work package. Implementation Services outside defined business hours are performed only if necessary and mutually agreed upon in writing (email is sufficient).

Non-business hours	Rate
Mon-Fri 6 pm – 9 pm	1.5 x
Mon-Fri, 6 am – 8 am	1.5 x
Mon-Fri 9 pm – 6 am	2.0 x
Saturday 8 am – 9 pm	2.0 x
Saturday 9 pm – 8 am	2.5 x
Sunday and national holiday 8 am – 9 pm	2.5 x
Sunday and national holiday 9 pm – 8 am	3.0 x

APPENDIX 2

Data Processing Addendum (DPA)

DATA PROCESSING ADDENDUM

Background. M-Files and the Customer have agreed on the performance by M-Files of certain services for the Customer (identified either as "Services" or otherwise in the applicable service or license agreement(s), and hereinafter defined as "**Services**"), with the scope agreed in any applicable order, SOW, services agreement, and license agreement(s) (each, the "**Agreement**" and, collectively, the "**Agreements**"). The Agreements set out certain duties and responsibilities of the Parties (as defined in the Agreements) including the responsibilities of M-Files and the Customer relating to the services provided by M-Files.

Scope & Purpose. The Services may include processing of personal data by M-Files, on behalf of the Customer, within the scope described in the Agreements and in accordance with [Appendix 1](#). The purpose of this Data Processing Addendum ("**DPA**") is to set forth the terms and conditions governing such processing by M-Files in compliance with the requirements set by the GDPR and other applicable data Privacy and Security Laws (as defined below). Customer enters into this DPA on its own behalf and on behalf of those of the Customer's group companies that function as a controller with respect to personal data being processed by M-Files under this DPA and the Agreements. For the purposes of this DPA only, and except as otherwise specified, the term "**Customer**" shall include Customer and Customer's group companies under the direct or indirect control of Customer and subject to the Agreements. In the event of any conflicts in the terms and conditions of this DPA and any appendices hereto or any terms of the Agreements, the terms of this DPA shall prevail. In the course of providing the Services to Customer pursuant to the Agreements, M-Files may process personal data on behalf of Customer and the Parties agree to comply in all material respects with the terms and conditions herein and to act at all times relevant in a commercially reasonable manner and in good faith.

Term & Termination. This DPA shall become effective upon the effectiveness of any applicable Agreement and shall remain in force during the validity of the applicable Agreement and thereafter for as long as necessary for the finalization of the agreed processing of Customer's personal data.

DEFINITIONS. The terms "**personal data**", "**personal information**," "**data subject**", "**personal data breach**", "**processing**", "**controller**", "**processor**" and "**supervisory authority**" as used in this DPA have the meanings given in the applicable Privacy and Security Laws. In addition, the term "**controller**" shall mean any applicable M-Files' customer, and the terms "**data importer**" and "**data exporter**" shall have the meanings given in the standard contractual clauses approved by the European Union concerning the transfer of personal data to outside the EU/EEA (the "**SCCs**"). For clarity, unless expressly stated otherwise in this DPA, the term "**personal data**" also includes personal information. In this DPA, unless stated otherwise herein:

"**CCPA**" means Cal. Civ. Code 1798.100, et seq. § 1798.100, as amended and revised from time to time as well as any related regulations promulgated by the California Attorney General and entered into effect.

"**GDPR**" means EU General Data Protection Regulation (679/2016) concerning the processing of personal data.

"**UK GDPR**" means the GDPR as implemented in the United Kingdom under Data Protection Act of 2018.

"**Privacy and Security Laws**"_means: (i) all applicable national, international, federal, state, provincial, and local laws, rules, regulations, directives, and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality, and/or security of personal data, including, but not limited to, the GDPR, UK GDPR and CCPA; and (ii) all applicable industry standards or rules required to be followed by M-Files concerning the privacy, confidentiality, and/or security of personal data.

"**Sell**" or "**Selling**"_means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means,

personal data to another business or a third party for monetary or other valuable consideration.

"**Sub-processors**" means third parties authorized under this DPA to have logical access to and process personal data in order to provide parts of the Services. The term Sub-processor is equated with the term processor under applicable Privacy and Security Laws and shall be interpreted herein accordingly.

"**Security, Privacy and Architecture Documentation**" means the security, privacy and architecture documentation applicable to the specific Services purchased by Customer, as updated from time to time, and provided to Customer as part of the documentation delivered under or in connection with the Agreements, or made available by M-Files or as requested by Customer.

"**Parties**" means the Customer and M-Files collectively and "**Party**" means the Customer or M-Files individually.

Other terms that have been capitalized but not defined in this DPA shall have the same meaning as in the Agreement.

Processing of Personal Data. The Parties agree that with regard to the processing of personal data, Customer is the controller, M-Files is the processor and that M-Files may engage Sub-processors pursuant to the requirements set forth in the Section entitled "**Sub-Processors**". To the extent any personal data processed pursuant to the Agreement is within the scope of the CCPA, Customer is a "business" and M-Files is a "service provider" as those terms are defined in the CCPA. Customer shall, in its use of the Services, process personal data in accordance in all material respects with the requirements of Privacy and Security Laws and Customer will ensure that its instructions for the processing of personal data shall comply in all material respects with Privacy and Security Laws. Customer shall have sole responsibility for the accuracy, quality, and legality of personal data and the means by which Customer acquired personal data. M-Files shall only process personal data on behalf of and in accordance with Customer's written instructions and shall treat any Customer personal data as confidential information. Customer instructs M-Files to process personal data for the following purposes: (i) processing in accordance with any material respects of the Agreement and applicable orders; and (ii) processing to comply in any material respects with other reasonable written instructions provided by Customer (e.g., via a support ticket) as long as such instructions are consistent with the terms of the Agreement. When filing a support ticket or other service request, Customer may not transmit personal data to M-Files without a prior notification. If personal data is necessary for the incident management process or processing other service request, Customer may choose to anonymize that personal data before any transmission of the incident message to M-Files. In connection with the Agreement, M-Files will not: (i) Sell personal data unless permitted under the Agreement or duly authorized by under applicable laws; or (ii) retain, use, or disclose personal data for any purpose other than for the specific business purpose of performing the Services for Customer, including retaining, using, or disclosing the personal data for a commercial purpose other than providing the Services for Customer. The parties agree that any transfer or disclosure of personal data between M-Files and Customer under the Agreement is not for monetary or other valuable consideration and does not constitute a sale of personal data under the Privacy and Security Laws. The subject-matter and details of the processing of personal data by M-Files are described in Agreement.

Processor Obligations. Customer has at any given moment electronic access to the Services environment that holds personal data enabling Customer to respond to data subject's requests to exercise their rights under applicable data protection law, including requests to access, erase, restrict, rectify, transfer, or object to processing of specific personal data or sets of personal data. To the extent Customer, in its use of the Services, does not have the ability to correct, amend or delete personal data or restrict its processing, as required by Privacy and Security Laws, M-Files shall comply with any commercially reasonable

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request by Customer to facilitate such actions to the extent M-Files is legally permitted to do so. M-Files shall, to the extent legally permitted, promptly notify Customer if it receives a request from a data subject for access to, correction, amendment or deletion of that person's personal data. M-Files shall provide Customer with commercially reasonable cooperation and assistance in relation to handling of a data subject's request for access to that person's personal data, in accordance with the terms of the Agreement. Upon written request by Customer, M-Files shall provide Customer with reasonable cooperation and assistance to fulfill Customer's obligations under the Privacy and Security Laws to carry out any applicable data protection impact assessment related to the Customer's use of M-Files Services, to the extent relevant information is not otherwise accessible to the Customer. In the event that coordination or prior consultation with any supervisory authority is required from Customer, M-Files shall provide reasonable assistance to Customer for such cooperation or prior consultation. Any assistance under this Section "Processor Obligations" shall be subject to the rates applicable in the Agreement or at M-Files' prevailing service rates.

M-Files Personnel & Contact. M-Files shall ensure that its personnel engaged in the processing of personal data are informed of the confidential nature of the personal data, have received appropriate training on their responsibilities and have executed written confidentiality agreements or are subject to statutory obligations of confidentiality. M-Files shall ensure that such confidentiality obligations survive the termination of the personnel engagement with M-Files. M-Files shall ensure that M-Files' access to personal data is limited to only to such personnel needing to know such information to perform or support the Services in accordance with the Agreement. The appointed M-Files data privacy contact can be reached at: privacy@m-files.com or through any contact included in the notice provision of the Agreement.

Sub-Processors.

Permitted use. Customer authorizes M-Files to subcontract the processing of personal data to Sub-processors and in accordance with the Agreement. M-Files shall be liable for any material defaults or breaches caused by its Sub-processors in accordance with the terms of the Agreement. M-Files shall ensure that any Sub-processors are bound by a written agreement that require them to provide at least the same level of data protection required by M-Files as a processor under this DPA. M-Files shall evaluate the security, privacy and confidentiality practices of a Sub-processor prior to its selection. Sub-processors may have security certifications that evidence their use of appropriate security measures. If not, M-Files will periodically evaluate each Sub-processor's security practices relating to processing of personal data. A list of Sub-processors is available at the appropriate location on the M-Files web page or other location as designated by M-Files from time to time.

New Sub-processors. M-Files' use of Sub-processors is at its discretion, provided that information about Sub-processors, including their name, country and processing activities, is available at the appropriate location on the M-Files web page or other location as designated by M-Files from time to time. M-Files will notify Customer of changes to the list of Sub-processors by providing Customer with a mechanism to subscribe to notifications of changes to the list of Sub-processors.

Objection to New Sub-Processor. If Customer has a reasonable and substantiable basis to object to any new Sub-processors' processing of Customer's personal data, Customer may notify M-Files in writing via email to the data privacy contract herein within 14 days of the listing of any new Sub-processors. For any such objections, M-Files may: (i) discontinue its use the Sub-processor or (ii) take the corrective steps requested to eliminate the basis for Customer's

objection to use the Sub-processor. If such objection cannot be resolved and Customer continues to have a reasonable and substantiated basis to object, then either party may exercise any applicable default and termination rights set forth in the Agreement.

Processing Outside of EU/EEA. M-Files and its Sub-processors may transfer or process personal data outside the EU/EEA area as required to provide Services under the Agreement. In case such transfers or processing take place, M-Files ensures that the SCCs, or a similar legal safeguard approved by the GDPR, shall apply to such transfer or processing.

Cloud-based Services. In the event that under the Agreement a cloud-based service shall be delivered by a third-party provider (AWS, Microsoft, Google or other), the Parties acknowledge that any Customer personal data processed within the cloud service shall be governed by the terms and conditions for the cloud service as stipulated and amended from time to time by the cloud service provider.

Security Controls. M-Files shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, personal data), confidentiality and integrity of personal data, as set forth in the Security, Privacy and Architecture Documentation. M-Files regularly monitors compliance with these measures. M-Files will maintain and not materially decrease the overall security of the Services during any applicable subscription term in the Agreement.

Third-Party Certifications and Audits. The Customer or an auditor authorized by Customer (however, not a competitor of the M-Files) shall be entitled to inspect and/or audit the data privacy and security activities of M-Files pursuant to the DPA. The Parties shall agree on the time, scope and process of the inspection or audit at latest 30 days before the inspection or audit. The audit shall be carried out in a way that does not impede the obligations of M-Files or its subcontractors in regard to any third parties. Prior to any audit process, the representatives of Customer and the auditor agree to be subject to and sign, if needed, M-Files' form of non-disclosure agreement. M-Files shall provide Customer free of charge any documentation or other materials reasonably available to M-Files and necessary for the purposes of the Customer's audit or inspection. Further audit or inspection activities required by Customer shall be subject to the prevailing M-Files service rates set out in the applicable price list. If applicable, in the event that M-Files provides the Customer with an audit report by a third-party auditor that reasonably meets in any material respects the purpose of Customer's audit request based on the applicable circumstances, then the audit right hereunder shall be deemed satisfied. The Customer shall be responsible for its own expenses caused by the audit or inspection, unless a material default or breach of the Agreement is uncovered, in which event M-Files shall be responsible for the reasonable and documented out-of-pocket costs that Customer incurred in reviewing M-Files' security activities and data privacy practices.

Personal Data Breach; Deletion & Retention; Liability & Other. M-Files shall notify Customer without undue delay upon becoming aware of any material breach of Privacy and Security Laws relating to personal data (each an "**Incident**"). Subject to applicable laws, such notification shall: (i) describe the nature of the Incident including, where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned; (ii) provide the name and contact details where more information about the Incident can be obtained; and (iii) describe the measures taken or proposed to be taken to address the Incident including, where appropriate, measures to mitigate its possible adverse

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effects. After the expiry or termination of the Agreement, in accordance with the Agreement including applicable Privacy and Security Laws, M-Files shall provide Customer with a copy of any Hosted Data and delete all Customer Data and installations, including personal data, unless applicable law requires the retention of the personal data or permits such retention in accordance with M-Files' applicable business continuity and disaster recovery practices. Liability of each Party, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, shall be exclusively subject to the limitation of liability and other liability terms and conditions set out in the applicable Agreement. The DPA is interpreted, construed and governed in accordance with the applicable choice of law provision and any other general provisions set forth in the applicable Agreement, including resolving any disputes concerning the interpretation or application of the DPA in accordance with any applicable dispute resolution provisions included in such Agreement.

► *Only if required due to unique circumstances, changes may be submitted via the email consent of the Parties or as set forth below:*

Notwithstanding any terms or conditions in the above to the contrary, the Parties agree to additional provisions below, which provisions shall be incorporated herein by reference and shall apply in the event of any conflicts in interpretation with the above provisions of this DPA:

- 1.
- 2.
- 3.

DATA PROCESSING ADDENDUM

Appendix 1: Subject Matter and Details of the Data Processing

Purpose of the processing of personal data: implementation of the Agreement.

The duration of the processing of personal data: The Processing shall begin on the Effective Date of the Agreement and shall take place for an indefinite period until the termination of the Agreement.

Type of processing: The following types of data processing are performed: storage, adjustment, transmission, restriction, deletion or destruction of data.

Categories of Data Subjects:

Customer may submit personal data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to personal data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's Users authorized by Customer to use the Services

Type of Personal Data:

Customer may submit personal data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of personal data:

- Customer details such as name, title, telephone, business address and mobile numbers and email address
- Corporate customer, partner and vendor details such as name, title, business address, telephone and mobile numbers and email address
- Employment and human resources details such as name, addresses, contact details, age, details relating to the employment of the data subject
- Financial and transactional details
- IT management details such as details of equipment data related to the services provided including technical identifiers, user name, location, contact details, communication data and metadata
- Security details such as security log information
- Connection data
- Localization data

APPENDIX 3

SOW

Sonoma County Water Agency
Rapid Deployment Package
Statement of Work

9/26/2025

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1 ABOUT THIS DOCUMENT

This Statement of Work ("SOW") supplements and is incorporated to the agreement supplied by 21Tech LLC, using M-Files resources, to Sonoma County Water Agency (herein "Customer"). For purposes of this SOW, "M-Files" refers to work performed by 21Tech LLC, using M-Files resources.

The document includes details on what work is required, duration of the work involved, what are the deliverables and what is the acceptance criteria. This is agreed upon by Customer and 21Tech LLC, using M-Files resources.

Initiatives and Expected Outcomes

Sonoma County Water Agency is Sonoma County Water Agency, also known as Sonoma Water, is a public agency in California that supplies naturally filtered water from the Russian River to over 600,000 customers across Sonoma and parts of Marin County. The Agency also manages wastewater, flood protection, and environmental programs to support regional water resilience and ecological stewardship. The customer is pursuing a records management modernization initiative to replace DocuShare with M-Files, aiming to centralize records, improve searchability, strengthen retention and workflow capabilities, and support future needs such as public access to records.

Solution Description

The initial implementation described in this SOW will provide a solution that can be summarized in clear terms as follows.

- A modern records management system to replace DocuShare, improving searchability and long-term usability of records
 - Automated retention rules and lifecycle management to ensure compliance and reduce manual effort
 - OCR and metadata automation through Aino to enhance accuracy, efficiency, and document findability
 - Workflow tools for approvals and forms that streamline processes across departments
- A public-facing knowledge base option to provide controlled external access to official records

The proposed solution for the customer is to implement M-Files as the central records management system, replacing the legacy DocuShare platform that has been in use for more than two decades. M-Files will provide a secure, metadata-driven structure for managing records while maintaining existing metadata. By modernizing records management, the customer will benefit from improved searchability, automated lifecycle management, and a platform that can evolve with future requirements.

The implementation will focus on configuring M-Files to address key needs identified by the customer. Retention rules will be applied to ensure compliance with records lifecycle requirements, while an archive vault will support efficient storage of older data. Metadata tagging will be introduced through Aino to enhance document capture and search accuracy, enabling the customer's records management team to access information quickly and reliably. Workflow tools will include both a basic approval process and forms-based workflows, giving departments a structured way to manage common processes within M-Files.

Additional configuration will support public transparency and controlled access. A public-facing knowledge base will be set up to allow external stakeholders to view designated records while keeping all official content synchronized with the primary vault. Outlook integration and Entra authentication will also be supported through expert services, ensuring a smooth user experience within the Microsoft ecosystem. The result will be a comprehensive records management platform that not only replaces DocuShare but delivers modern capabilities in compliance, automation, and public accessibility.

This project is expected to take up to 16 weeks. The exact timeline will be defined during project kickoff and dependent on customer completing their actions in a timely manner.

1.1 TERMS AND ACRONYMS

Term	Definition
DMS	Document Management System. M-Files has DMS features, such as Fast search and retrieval, Easy version control, Simplified collaboration, Streamlined workflows, Enterprise-level security.
M-Files Academy	M-Files Academy includes interactive courses and certification on topics like metadata structure, permissions, workflows, and much more. In M-Files Academy it is possible to get certified in the following courses: <ul style="list-style-type: none"> • M-Files Design Essentials • M-Files User • M-Files Business Administrator • M-Files IT Administrator • Courses featuring new features and add-ons
M-Files Help Center	M-Files Help Center is an online portal that provides comprehensive user guidance in the form of tutorial videos along with text and visual guides. It's the one-stop shop for quick and easy answers about M-Files, no matter if you're just starting out or have been with us for a while.
Rapid Deployment Package (RDP)	Rapid Deployment Package is a Service Package that includes consulting and training. The target is to deliver a document management solution to the Customer with quick time-to-value.
Other terminology	More information about terminology can be found in M-Files User Guide: https://www.m-files.com/user-guide/latest/eng/M-Files_terminology.html

2 DELIVERY OVERVIEW

The purpose of this section is to describe the deliverables and level of effort in support of the M-Files Rapid Deployment Package. The applicable contents of this package will be reviewed during the Kick-off Workshop. The M-Files Rapid Deployment Package is purchased as a fixed scope engagement.

This M-Files Rapid Deployment Package is intended to provide a Document Management vault that is tailored and configured to meet the business-specific basic document management needs of the Customer, based on their specific requirements and uses case as defined in the Specification and Design Workshops.

The services outlined below are to be delivered at the discretion of the Consultant(s). If the agreed scope, requirements or schedule change during the project, a change order will be executed, see section 8.3.

3 DELIVERY PREREQUISITES

- It is recommended that the Customer project team will study the following online courses in the beginning of the delivery project:
 - M-Files Academy
 - M-Files Design Essentials
 - M-Files Help Center

- Getting Started

4 DELIVERY SCHEDULE

4.1 KICK-OFF WORKSHOP

The delivery project is started with a Kick-off Workshop. The agenda for the workshop is the following:

- Introduce the project teams
 - M-Files project team
 - Customer project team
- Discuss and confirm a common understanding of the project scope and goal
- Review the schedule
- Review the trainings

Suggested Participants:

- Customer's Project Team

Deliverables:

- M-Files will update the schedule for the delivery project

4.2 ENVIRONMENT SET-UP MODULES

4.2.1 Cloud set-up

Vaults are set up in M-Files Cloud environment using M-Files Manage tool. More information about M-Files Manage can be found in M-Files Knowledgebase: [Starting the use of M-Files Manage](#)

Detailed tasks:

- M-Files provides documentation about M-Files Manage to Customer
- Customer creates vaults using M-Files Manage

4.2.2 Azure AD integration

The hours for this module will be done through the Expert Service hours. (4 hours)

This module includes the work for setting up Azure AD authentication. More information about authentication can be found in M-Files User Guide: https://www.m-files.com/user-guide/latest/eng/document_vault_authentication.html

Detailed tasks:

- M-Files delivers the needed documentation about Azure AD integration to the Customer
- M-Files provides one (1) workshop (up to 2h per workshop) to plan the connected AD groups for SSO and user provisioning

- M-Files supports Customer in setting up one connected user group using the Azure AD integration. This support is delivered on a Teams call and is expected to take no longer than two (2) hours.

4.3 M-FILES DESIGN ESSENTIALS TRAINING

M-Files Design Essentials Training is designed to get the project team up to speed with the M-Files mindset, terminology, best practices, and design principles. The Project Team is provided with the understanding they need to make design decisions and drive a more productive design workshop. The primary goal of the training is to help with communication and expectations and give a great boost in the beginning of the pre-implementation process. The importance of M-Files Design Essentials Training is highlighted when design workshop participants' M-Files skills vary. With training it is ensured that all participants can contribute to the workshops.

The M-Files Design Essentials Training is a half-day training session that is provided by M-Files Trainer. To ensure the trainer can provide the appropriate level of engagement for each participant, it is recommended that the number of participants is not greater than 12.

M-Files Trainer will also introduce the M-Files training offering to the Customer. With our wide array of training offerings, all M-Files user roles are supported, ensuring quick user adoption.

Sample training agendas can be found in M-Files web site: [Direct Engagement](#)

Suggested Participants:

- Customer's Project Team, see section 7

Deliverables:

- M-Files Trainer will provide an interactive Training event to the Customer
- M-Files Trainer will provide the training material to the Customer

4.4 M-FILES USER TRAINING (FOR PROJECT TEAM)

The M-Files User Training (for project team) provides an overall explanation of M-Files Mind Set and features for Customer's Project Team.

Sample training agendas can be found in M-Files web site: [Direct Engagement](#).

The M-Files User Training is a half-day training session that is provided by M-Files Trainer. To ensure the trainer is able to provide the appropriate level of engagement for each participant, it is recommended that the number of participants is not greater than 12.

Suggested Participants:

- Customer's Project Team

Deliverables:

- M-Files Trainer will provide an interactive Training event to the Customer
- M-Files Trainer will provide the training material to the Customer

4.5 SPECIFICATION AND DESIGN WORKSHOPS

The focus of the workshops will be on defining the Customer's specific requirements for their document management needs and use case for a single department. There will be up to 2 workshops.

The following configurable items are included in this M-Files Rapid Deployment Package Silver. Additional modules such as integrations, migrations and additional workflows are described later in the SoW.

- Document Management Vault for a single department (includes 1 Test Vault and 1 Production Vault)

Metadata structure:

- Up to 10 object types
- Up to 15 document classes
- Up to 5 properties for each class
- Up to 1 Template
- Up to 5 Views

Note: Alternatively, it was agreed with the customer that we can configure:

- Up to 5 object types
- Up to 2 document classes
- Up to 35 properties
- Up to 1 Template
- Up to 5 Views

M-Files will advise the customer with our best practices during the first workshops to decide the final structure for the document classes.

Other scope items in the Rapid Deployment Package:

- Permissions under this package are limited to basic configurations for the following:
 - Objects, Class (Static/User Group/Metadata Based)
 - Views (Static)
- Annotations enabled, see [Annotations and Redlining](#)
- Co-Authoring enabled, see [Co-Authoring](#)
- M-Files OCR (Optical Character Recognition) module enabled, see [Scanning and Text Recognition \(OCR\)](#)

At the end of the workshops, the requirements will be agreed and documented in the Solution Description in order to begin configuring the M-Files document management solution vault.

Before starting the Configuration and Review phase, M-Files will install and/or verify the M-Files Server installation.

Suggested Participants:

- Customer's Project Team

Deliverables:

- M-Files will deliver the Solution Description (As Designed) document to the Customer

4.6 CONFIGURATION AND REVIEW

- M-Files Consultant will implement the solution according to the requirements that have been agreed with the Customer in Specification and Design Workshops
- M-Files Consultant will present what has been configured to the Customer Project Team

Suggested Participants:

- Customer's Project Team

Deliverables:

- M-Files will configure the vault as defined during the workshops
- M-Files will deliver the Solution Description (As Built) document to the Customer

4.7 ADDITIONAL MODULES**4.7.1 Workflow configuration for basic approvals workflow**

This module includes the work configuring one workflow.

Detailed tasks:

- M-Files provides one (1) workshop (up to 4h per workshop) to go through the workflow with the Customer
- M-Files configures 1 workflow with up to 10 states
- M-Files configures up to 3 notifications with the Customer

4.7.2 Forms workflow

The forms workflow will leverage the M-Files Extension Kit to connect directly with the customer's existing website forms. When a form is submitted online, the data and any associated files will be automatically captured in M-Files, where a workflow will be triggered to route the submission to the appropriate team for processing. This integration will eliminate manual intake steps, ensure consistency in how forms are handled, and provide a complete audit trail within M-Files for transparency and compliance.

4.7.3 Aino and metadata Automation**Aino - Metadata essentials**

The following work is in the scope of this engagement for a **single Production Vault**:

- **M-Files Aino Analysis:**
 - Two workshops with the Customer M-Files owner (each workshop up to 4 hours)
 - Background research to review the Customer vault structure and metadata model readiness for M-Files Aino metadata automation
- **M-Files Aino Configuration:**
 - Configuration of up to 15 metadata fields and for 2 classes
 - Complete prompt engineering by M-Files to define complete working prompts for each metadata field
 - Testing with the Customer's sample files (testing with a maximum of 5 documents per class, totaling 15 test documents with variations)

The following work is not in the scope of this engagement:

- Anything not listed in the "in scope" services is out of scope for this engagement.
- Configuring any other M-Files functionality other than M-Files Aino metadata automation.
- Configuring any other system, software or 3rd party service other than M-Files.
- Configuring M-Files Aino in any other vaults than which are required to deploy configuration into the production vault mentioned above. Using already existing and applicable DEV/TEST/PROD pipeline is included.

4.7.4 Public facing knowledge base

The knowledge base will operate as a separate vault dedicated to published documents. Any document tagged for publishing in the main vault will automatically be moved into this vault, and the publishing vault will follow the same structure as the main vault to maintain consistency and ease of navigation. The publishing vault can be accessed without a user account, with all files visible to the public and available for download. If a document is later marked in the main vault as not published, it will be removed from the knowledge base to ensure that only authorized materials remain publicly available.

4.8 INTEGRATIONS

4.8.1 Outlook integration

The hours for this integration will be done through the Expert Service hours. (8hrs)

M-Files for Outlook connects M-Files to Microsoft Outlook. With the integration, you can save emails from Outlook, set up email conversations to be automatically saved, synchronize your inbox to view what has been saved, and open emails directly in M-Files with a click of a button. More information can be found in M-Files web site: <https://www.m-files.com/integrations/outlook/>

This module includes work for setting up M-Files and Outlook integration. More information about the integration can be found in M-Files Catalog: <https://catalog.m-files.com/shop/m-files-for-outlook/>

Pre-requisites:

- Separate license is required for M-Files for Outlook
- Customer has downloaded M-Files for Outlook the installation package from M-Files Catalog and installed in it their client computers (at least one client computer)

Detailed tasks:

- M-Files performs the necessary configurations for M-Files for Outlook for one vault
 - Configure how contact persons, customers and other object types are associated when emails are saved in M-Files
 - Configure how email attachments are saved in M-Files (e.g. default class for attachments)
- M-Files provides a training session (up to 2h) to go through the usage of M-Files for Outlook

- User options (e.g. default vault where emails are saved, default class for email messages, email sync settings, notifications, quick save settings)
- Daily usage (e.g. saving emails to M-Files, saving attachments, saving all replies in the conversation, showing emails in M-Files)
- M-Files provides a support session (up to 2h) to go through any questions about M-Files for Outlook

4.9 MIGRATION

This engagement includes fifty (50) hours of time and materials (T&M) to complete the migration of approximately 120 thousand document objects into M-Files. The billing is based on actuals and changes in scope may cause increased consumption of hours. Major data enrichment activities are not included in the scope of this effort. The following assumptions apply to the migration:

- M-Files does not, by default, participate in the extraction of source data.
- The Customer is responsible for defining the scope of the migration prior to the commencement of migration activities. M-Files may provide advisory support in shaping the scope; however, the final decision on what data to migrate rests with the Customer.
- Source data requires only moderate cleanup or adaptation.
- The structure of the source data is consistent across all data sets, including uniform header ordering.
- Migration tasks for any document batch will commence only once all associated data is made available in the designated migration environment.
- M-Files does not modify or validate the contents of any files during the migration process.

4.10 USER ACCEPTANCE TESTING

- Customer will perform User Acceptance Testing (UAT) for the solution, guided by M-Files Consultant
- M-Files Consultant will provide up to two UAT support sessions with the Customer as they validate that the solution functions as expected and fulfills the agreed requirements
- Customer will provide feedback to M-Files
- M-Files Consultant will handle the feedback with Customer and make modifications to the Vault configuration as needed to fulfill the agreed requirements
- The Customer will approve that the M-Files solution is ready for Go Live
- M-Files Consultant will deploy the accepted solution to the production vault

Suggested Participants:

- Customer's Project Team

Deliverables:

- Customer will confirm to M-Files that User Acceptance Testing is completed
- M-Files will deploy the accepted solution to the production vault

5 OUT-OF-SCOPE ITEMS

Any item not listed in the Delivery Schedule section of the M-Files Rapid Deployment Package is considered out-of-scope for the fixed scope engagement. This includes all features that come with the license in the associated pricing are available to the Customer. If M-Files Implementation Services are required to assist or perform configuration of those features, this will incur additional professional services costs. Items out-of-scope include:

- User interface changes for M-Files clients (native/web/mobile)
- Customization of M-Files
- Programming vault applications and scripting automation
- Integrations with third party systems
- Content migrations from other systems
- Configuration of 3rd party license components
- Creation of customized installation packages
- Business process reengineering
- Organization change management
- Business continuity or disaster planning
- Security audits or security testing
- Additional M-Files provided Project Management
- Installations or maintenance (other than M-Files components listed in this SoW) in Customer's on-prem environment.
 - Rapid Deployment Package includes installation in M-Files Cloud. Installation in Customer's on-prem environment is possible as extra work.

6 ACCEPTANCE CRITERIA

Each activity as defined above, and each deliverable within the activity, will be considered complete and accepted when Customer has reviewed and signed-off, in writing, on the acceptance and understanding of the associated deliverable.

Specific acceptance criteria are as follows:

- Customer shall, without undue delay, give its acceptance or observations to M-Files deliverables defined in this Statement of Work
- If Customer takes more than ten (10) business days of receipt of deliverables, this may trigger use of contingency funds and/or a change order due to project delay.

7 ROLES AND RESPONSIBILITIES

The following section has been provided to illustrate the standard set of Roles, Responsibilities, and Governance profiles used by M-Files in its implementations. Understanding how the teams will interact and establishing a strong governance structure are indicators of success within our projects.

In every M-Files implementation, governance is extremely important for ensuring that the project is on schedule, that quality is maintained, and the key drivers and guiding principles are adhered to. For the Go Live Event, there will be a designated governance structure that assists with organizing the decision-making for the group. During the project initiation, M-Files and Customer will discuss and determine several project operational plans, including the governance structure, communication plans, change management, escalation, and risk management plans. These are all key elements of an effective implementation project.

In line with M-Files' experience with similar projects, the table below indicates the general roles expected for the Customer team, along with a suggested composition of resources for that group or individual.

Common Role	Composition
Project Team	Persons participating in designing M-Files solution for the organization. It is recommended to have system designers from all user groups. It is also recommended that the Project Team has an overall understanding of M-Files' possibilities.
Testers	People responsible of testing the system before going to production use. It is recommended that the Testers understand how M-Files Desktop will be used for daily routines and an overall understanding of M-Files' possibilities.
Business Administrators	Users with administrative rights to make small changes to M-Files according to user feedback or business requirements. Usually, Business Administrators are the business unit/stream/process owners.
Super Users	Users selected from each user group, with more advanced knowledge and understanding of M-Files' daily usage and its possibilities, such as creating views. Super Users are not necessarily internal M-Files trainers, but they usually work as M-Files support persons for (new) employees.
Champions	Internal M-Files advocates that can either function as in-house trainers or grassroots support people motivating daily users of M-Files.
IT Administrators	Administrative users in charge of M-Files deployment, application design or system maintenance.
Users	All internal and external users who use M-Files Desktop (or Web/Mobile) in their daily routines. Users can be divided into smaller user groups depending on most common use cases.

8 ASSUMPTIONS

8.1 DESIGN

- The solution will be set up in M-Files Cloud
- There will be one M-Files solution and one M-Files vault. Any variations for possible different offices or organizations are not a part of this project and will be discussed and agreed separately if necessary.

8.2 WAYS OF WORKING

- The Customer must designate a suitable resource for the engagement who will manage and coordinate the day-to-day activities and the Customer Project Team resources
- Customer will provide timely responses to questions and action points. Customer will also provide access to subject matter experts as required.
- Customer will ensure the relevant participants are present in workshops and meetings
- Customer will ensure that necessary requirements and design-related decisions can be made by the workshop and meeting attendees
- Training of Customer resources due to Customer organization changes during the project may require an additional statement of work and additional service hours
- In the event M-Files must on-board new resources to the project because of extended delays caused by the Customer, all time worked to transfer knowledge to the newly allocated resource will be invoiced to Customer

- Knowledge transfer activities to Customer's Project Team, if any, are not intended as a substitute for formal training of personnel.
- M-Files is not responsible for correcting errors caused by Customer's changes or modifications in the solution
- Workshops and trainings will be conducted online by default
- M-Files will be provided direct access to the relevant systems and other resources
- If on site work is needed:
 - M-Files will be provided with a space to work with a desk and Internet if on site work is needed
 - This Engagement must be scheduled and completed over successive days, preferably within the same week. Additional Travel costs could be incurred if sessions are not scheduled as recommended.

8.3 CHANGE ORDERS

- If the agreed scope, requirements or schedule change during the project, a change order will be executed, reviewed, and approved according to the defined M-Files change control process before work on the scope change can commence. This may result in delays to the project go-live. The work will be invoiced according to the current list rate.
- If M-Files deems the level of effort of the newly defined scope/requirements does not exceed the level of effort of this Statement of Work, the modified scope will be documented in a Zero Cost Change Order

8.4 INFORMATION SECURITY

- The Customer must inform M-Files in advance that they are going to send data containing personal information to M-Files, if delivery of information is required by the project
- M-Files instructs the Customer about delivery method to deliver data containing personal information to M-Files

APPENDIX 4

Service Level Agreement - Software Managed Services - 4
hours per month (US)
(Part# IS-MS4H)

Service Level Agreement MANAGED SERVICE 4 HRS/MO

1. PURPOSE

This Service Level Agreement ("SLA") supplements and is incorporated to the agreement supplied by M-Files to Customer.

Goal of M-Files Managed Service is to ensure Customer's M-Files solution usage and to support continuous development for Customer specific environment.

2. SCOPE

The scope of the Managed Service is the contracted hours per month. Contracted hours must be consumed each month and do not roll over to the following month with the exception of the first 3 months for a new Managed Service customer. The exact activities which the hours will be applied to will be agreed to by Customer and your assigned Managed Services representative. Below is an example of the type of activities that can be delivered through Managed Services. Each service component is explained in more detail in the subclauses or supplemental materials.

Managed Service Package - 4 Hours per Month	
Resources	
Designated Technical Consultant(s)	Yes
Designated Service Manager	-
Strategic Service and Solution Roadmap Planning	
Service governance/ Status meetings (At least once per month)	
Solution environment health check	
Strategic service roadmap planning	
M-Files product roadmap sharing	
Application-Level Support	
Application level incident resolution	
Support for configurations, modifications, integrations, and customization on top of the M-Files Product	
Upgrade compatibility support and testing	
Change and Service Requests	
Provides resourcing, scheduling, and implementation of solution changes	
Training and User Adoption Support	
Delivery of standard or customized M-Files training	
Planning targeted communication to different stakeholders to support user adoption and ensure return on investment	
Aligning Training actions and learning needs with Customer's business requirements	

3. DESIGNATED TECHNICAL CONSULTANT(S)

Designated Technical Consultant(s) is the expert for Customer's M-Files solution. Technical Consultant implements M-Files solutions or change requests for Customer. Technical Consultant analyzes, develops and implements resolutions for incidents and problems (as defined in this SoW).

More information about Technical Consultant roles and responsibilities can be found in section "Roles and responsibilities".

4. SERVICE GOVERNANCE MEETINGS

Service governance meetings are for reporting, reviewing and discussing the M-Files solution status and are scheduled during the service ramp-up. Service governance meetings follow M-Files best practices and have a standard agenda (below). Each meeting can take up to 1.5 hours. There should be at least one monthly service governance meeting delivered under this Managed Services package to ensure consistent touch points.

Standard agenda for service governance meetings:

1. Previous meeting minutes and action points
2. Incident management status
3. Problem management status
4. Information security status
5. Status of change requests

5. SOLUTION ENVIRONMENT HEALTH CHECK

M-Files service team conducts solution environment health check, which includes checking the M-Files solution event log for early detection of deviations. The solution environment health check will be documented and reviewed with Customer in a service governance meeting. M-Files suggests performing at least one solution environment health check annually under your Managed Service. Any additional work is deducted from available monthly hours. Any found incidents and created change requests made during the solution environment health check will be handled outside of the solution environment health check.

Elements that are reviewed and documented as part of the solution environment health check:

- **Windows event log.** A regular thorough review of the event log for alarming events helps to identify underlying issues in the system that cause events regularly. Early prevention minimizes costs for fixing issues and repairing damage.
- **System resources.** A regular check on the system resources makes sure that vital functions of the system have the resources they need to function and thus preventing sudden critical fails and slowdowns of the system. The resource usages will be compared to previous checks to identify alarming trends in their growth.
- **Replications.** Vaults are checked for failed replications and conflicts to ensure that vital information is up to date in the vaults. Customer is informed of any found conflicts, so that their resolution can be done as promptly as possible.
- **Backups.** Vault backups are checked, as they are an essential part of the recovery plan.
- **Integration.** Integrations done to the vaults are checked to ensure that vital information is up to date in the vaults. Early detection of any problems with the integrations helps with their efficient fixing.
- **Licenses and subscription.** Any licenses and subscriptions used by implemented applications are checked to be valid and are not about to expire. This is to prevent any critical failures that may occur as the subscription ends.
- **Background processes / Server activity monitor.** M-Files server activity monitor and background processes are checked to identify any abnormal or hung processes. Monitoring these is key for early detection of slowdowns and failed processes. When emerging slowdowns are detected early, they can be fixed before they affect the end user experience.

6. APPLICATION LEVEL INCIDENT RESOLUTION

M-Files Custom Managed Service includes application level incident resolution for Customer specific configurations. All work for incidents is deducted from available monthly hours. M-Files Manages Service's technical scope covers M-Files application level and M-Files side of the integrations. Applied time zone is defined in the Agreement or in the Order.

Application level incident resolution provided by M-Files Managed Services team is an extension to M-Files Product Support provided within M-Files subscription. Incidents covered by M-Files Product Support are not counted as application level incidents.

The objectives of application level incident resolution include the following:

- To restore a normal service operation as quickly as possible and to minimize the impact on business operations.
- Incident detection, recording, reporting and communication
- Priority classification and initial support
- Investigation and analysis

- Incident resolution and closure

Application level incident resolution includes Customer specific configurations: scripts, vault applications, workflows, metadata card configurations, permissions, integrations, user accounts and user groups, M-Files specific Windows server configurations and additional customer specific software components implemented by product development, which are not part of standard M-Files products.

Customer can report the incidents via web or email. M-Files support tool is used to record the incidents and calculate the SLA.

7. TRAINING PLANNING AND DELIVERY

M-Files Training Specialist will support Customer in planning and executing competence development and communication related actions to drive M-Files user adoption. All work for change and service requests is deducted from available monthly hours.

Training planning and delivery can include the following depending on Customer needs:

- **Planning targeted communication to different stakeholders to support user adoption and ensure return for investment.** Communication planning results in documenting the core M-Files message together with Customer and requires minimum of 7,5h work.
- **Identifying the M-Files user roles.** This is crucial in planning successful skills development. Understanding different roles (such as User, Super User, Business Administrator etc.) enables building new habits around M-Files to drive user adoption. This work results in documenting different user roles together with Customer and requires minimum of 7,5h work.
- **Aligning training actions and learning needs with Customer's business requirements.** It is important to consider continuous competence development and learning paths to ensure user adoption. This work results in creating or updating the overall training plan together with Customer and requires minimum of 7,5h work.
- **Evaluating actual user adoption through survey data analysis.** M-Files Training Specialist can use existing survey data for this evaluation or possibly conduct an additional survey to discover any additional supportive training or initiatives required to maximize business value from the system. The work will result in a document analyzing survey results and requires minimum of 15h work.
- **Training for M-Files Champions.** It is beneficial to have in-house M-Files Champions to support users in their daily tasks. To ensure these Champions' engagement with M-Files and the needed competence, it is recommended to organize training for M-Files Champions regularly. Training for M-Files Champions includes tips and tricks about M-Files usage as well as sharing best practices. Training for M-Files Champions requires minimum of 7,5h work.

8. CHANGE AND SERVICE REQUESTS

All work for change and service requests is deducted from available monthly hours.

9. CHANGE REQUESTS

The objective of change requests is to support changing business needs to implement and deliver changes to Customer's M-Files solution and minimizing the disruptions to Customer's production environment.

Change requests include the following activities:

- Change initiation: CR documentation, pre-study, specifying technical requirements, initial specification, demos
- Change assess / authorizing: Reviewing and evaluating CRs, work estimates, assessing impact on existing services, scheduling change implementation and deployment
- Change Request implementation
- Change Request testing

10. SERVICE REQUESTS

Service requests are normal part of service delivery. They are not a failure or degradation of service, which are handled as incidents.

The objective of service requests is to support the agreed quality of a service by handling user-initiated service requests in an effective and user-friendly manner.

Service requests include the following:

- Supporting the agreed quality of a service by handling user-initiated service requests in an effective and user-friendly manner

11. TESTING

M-Files Consultant or Test Specialist will plan and executes testing to enable finding any issues or defects early. All work for testing is deducted from available monthly hours.

Testing can include the following depending on Customer needs:

- Testing for new vaults, new features or new fixes
- M-Files client and server update testing
- Release testing
- Change request testing
- Regression testing
- Creating and maintaining test plans for manual testing
- Execute testing against the test plan (might include several testing rounds)
- Creating and maintaining automated tests using M-Files Test automation Framework (MTAF)
 - MTAF allows the automated creation of documents and other objects and further assertions based on e.g. property values, workflow states and other relevant components
 - MTAF tests are fast to run and therefore an excellent solution for regression testing
 - MTAF tests can be used to test M-Files updates
- Creating Continuous Integration (CI) pipeline
- Providing document templates about test planning/execution to the Customer
- Supporting the Customer is testing activities
- Participating in Customer's testing sessions

12. ROLES AND RESPONSIBILITIES

M-Files service team consists of the roles defined in the following table. Service Manager is leading the service team and responsible for activities related to the service delivery. Solution Architect and (Senior) Systems Specialist are in key roles delivering the service. These roles are also referred as Technical Consultants.

Role and summary	Main responsibilities and tasks
<p>Solution Architect (Technical Consultant)</p> <p>Solution Architect designs M-Files solutions and creates implementation plans for change requests for the Customer.</p>	<ul style="list-style-type: none"> • Technical lead in providing Managed Service for Customer • Defines business requirements together with Customer • Translates business requirements into a solution or change request design for implementation • Breaks down the design into manageable work packages together with M-Files Service Manager • Ensures that the developed solution or change request meets the business requirements agreed with Customer • Ensures that the developed solutions or change requests are solid, scalable and manageable throughout the solution lifecycle

	<ul style="list-style-type: none"> • Creates and maintains solution documentation • Analyzes, develops and implements resolutions for complex incidents/problems/issues (application level support) • Trains and coaches M-Files service team members for providing service for Customer's M-Files solution
<p>Solution Consultant (Technical Consultant)</p> <p>Systems Specialist</p> <p>Sr. Systems Specialist</p> <p>Systems Specialist implements M-Files solutions or change requests for the Customer.</p>	<ul style="list-style-type: none"> • Implements M-Files solutions or change requests for Customer • Analyzes, develops and implements resolutions for incidents/problems/issues (application level support) • Conducts support, administration, configuration, testing and other operational tasks with specific stress on proactive activities • Creates and maintains solution documentation
<p>Testing Specialist</p> <p>Testing Specialist plans and executes testing for the Customer.</p>	<ul style="list-style-type: none"> • Test planning and reporting, test case creation and execution, functional testing, exploratory testing, regression testing, performance testing, integration testing, API testing, error reporting and verification, user acceptance testing support • Develops and executes automated tests • Consults the Customer in testing activities

13. WORK OUTSIDE BUSINESS HOURS

Work delivered outside defined business hours will be performed and invoiced by multiplying the hourly prices with following rates. If Customer has monthly available hours, the used hours will be multiplied by the applicable rate, and then deducted from available monthly hours. Applied time zone is defined in the Agreement or in the Order.

Working outside defined business hours is performed only if necessary and mutually agreed upon in writing (email is sufficient).

Work hours	Rate
Mon-Fri 18:00 – 21:00	1.5 x
Mon-Fri, 06:00 – 08:00	1.5 x
Mon-Fri 21:00 – 06:00	2.0 x
Saturday 08:00 – 21:00	2.0 x
Saturday 21:00 – 08:00	2.5 x
Sunday and national holiday 08:00 – 21:00	2.5 x
Sunday and national holiday 21:00 – 08:00	3.0 x

Exhibit A
(Insurance Requirements)

Exhibit A

Insurance Requirements

With respect to performance of work under this Agreement, 21Tech LLC shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Sonoma Water reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve 21Tech LLC from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **INSURANCE**

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if 21Tech LLC has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.
- e. If 21Tech LLC currently has no employees as defined by the Labor Code of the State of California, 21Tech LLC agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If 21Tech LLC maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by 21Tech LLC.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by Sonoma Water. 21Tech LLC is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written

request, regardless of whether 21Tech LLC has a claim against the insurance or is named as a party in any action involving Sonoma Water.

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of 21Tech LLC in the performance of this Agreement.
 - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
 - g. The policy shall cover inter-insured suits between the additional insureds and 21Tech LLC and include a “separation of insureds” or “severability” clause which treats each insured separately.
 - h. Required Evidence of Insurance: Certificate of Insurance.
- 1.3. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If 21Tech LLC currently owns no autos, 21Tech LLC agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall cover hired and non-owned autos.
 - d. Required Evidence of Insurance: Certificate of Insurance.
- 1.4. Network Security & Privacy Liability Insurance
- a. Minimum Limit: \$2,000,000 per claim per occurrence, \$2,000,000 aggregate. (Minimum limit for sole proprietor/individual, \$1,000,000 per claim per occurrence and aggregate)
 - b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by 21Tech LLC in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
 - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation

coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

1.5. Technology Errors and Omissions Insurance

- a. Minimum Limit: \$2,000,000 per claim or per occurrence, \$2,000,000 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by 21Tech LLC in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
- c. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of Sonoma Water in the care, custody, or control of 21Tech LLC. If 21Tech LLC maintains broader coverage and/or higher limits than the minimums shown above, Sonoma Water requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Sonoma Water.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

1.6. Standards for Insurance Companies

- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

1.7. Documentation

- a. The Certificate of Insurance must include the following reference:
TW 25/26-059.

- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. 21Tech LLC agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, 1.4, or 1.5 above.
 - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403-9019.
 - d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
 - e. 21Tech LLC shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
 - f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
- 1.8. Policy Obligations
- a. 21Tech LLC's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 1.9. Material Breach
- a. If 21Tech LLC fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Sonoma Water, at its sole option, may terminate this Agreement and obtain damages from 21Tech LLC resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to 21Tech LLC, Sonoma Water may deduct from sums due to 21Tech LLC any premium costs advanced by Sonoma Water for such insurance. These remedies shall be in addition to any other remedies available to Sonoma Water.

Exhibit A-1
(Certificate of Insurance)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Liberty Company Insurance Brokers Lic #0D79653 5955 De Soto Ave, Ste 250 Woodland Hills CA 91367	CONTACT NAME: Maria Reyes PHONE (A/C No. Ext): (888)918-3960 E-MAIL ADDRESS: mreyes@libertycompany.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 21Tech Inc, 21Tech LLC; 21Tech Canada, Inc Talent Table LLC; 9000 Crow Canyon Road Suite S391 Danville CA 94506-1189	INSURER A: Hartford Underwriters Insurance Company	NAIC # 30104
	INSURER B: GEICO Marine Insurance Company	NAIC # 37923
	INSURER C: Rated By Multiple Companies	NAIC # 00914
	INSURER D: Houston Casualty Company	NAIC # 89483
	INSURER E: Philadelphia Indemnity Ins Co	NAIC # 18058
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 4/25/25 RNL Cert

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	57SBMBP9L9J	4/25/2025	4/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	93001066268	6/12/2025	6/12/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			57SBMBP9L9J	4/25/2025	4/25/2026	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WECAW2LYG	4/25/2025	4/25/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber and Errors & Omissions Crime			H24TG3471000 PHSDL870600-004	4/25/2025 4/25/2025	4/25/2026 4/25/2026	Each claim/Aggregate \$5,000,000 Each claim \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Whereby required by written contract or agreement, Sonoma County Water Agency, its officers, agents, and employees are included as an Additional Insured under the Commercial General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Sonoma County Water Agency 404 Aviation Boulevard Santa Rosa, CA 95403-9019	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Maria Reyes/MREYES
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ACORD 25 (2014/01)

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