

# M-FILES CONSULTING SERVICES – TERMS AND CONDITIONS

One day of on-site consultancy includes 7.5 hours of work at the customer's site. For extra hours we charge the [hourly fee](#). All prices quoted are exclusive of all taxes, such as VAT and goods and services tax. In addition to the total price quoted, the client pays reasonable travel and accommodation expenses, or is willing to book and pay for travel and accommodation (flights, hotels, etc.).

Use of the M-Files software is governed by the terms of the [End-user License Agreement](#) which accompanies the software.

## CANCELLATION AND RESCHEDULING

You may reschedule consultation to another date and time, or cancel the consultation, until ten workdays remain before the start of the scheduled consultation. In this case we will charge all travel reservation costs. In cases of cancellation after that point, we will charge 50% of the consultation fees as office and rescheduling fees in addition to the traveling fees. If consultation is canceled on the day for which the booking was made, we will charge 100% of the consultation fees and expenses. Either party, if finding that a delay will occur or is likely, shall inform the other party in writing of this, without delay, and of the effects the delay will have on the delivery time schedule.

If any payment by the customer is delayed by more than 30 days from the due date despite a written reminder, the supplier shall be entitled to suspend his performance without any liability until the customer has paid the supplier all amounts due.

If delivery is delayed for a reason attributable to a party and does not take place within a reasonable extension of time set by the non-breaching party in writing, the non-breaching party shall be entitled to cancel the agreement with respect to the products and services whose delivery is delayed, provided that the delay is of substantial importance to him and the delayed party knew or should have known this. If the parties have, however, agreed that liquidated damages shall be paid in the event of delay, the party not in breach has the right of cancellation only after he has become entitled to the maximum amount of liquidated damages and the delivery does not take place within a reasonable extension of time set by the non-breaching party in writing.

## DAMAGES AND LIMITATIONS OF LIABILITY

The liability of a party towards the other party under this agreement for direct expenses and damages caused by a breach of contract and including any liquidated damages payable because of delay or for another reason shall not exceed 15 (fifteen) percent of the price of the products and services in whose delivery the breach of contract has occurred. If the breach cannot be attributed to specific products and services, the liability including any liquidated damages payable by reason of delay or for another reason shall not exceed 15 (fifteen) percent of the total contract price. In the case of a fixed-term product or service or of a product or service charged for periodically and agreed upon until further notice, the maximum amount of damages for the product or service shall be the calculated monthly price at the moment of the breach of contract multiplied by six. The damages shall be paid for the part of the loss exceeding liquidated damages payable on account of delay or another factor due to the breach of contract.

Neither party shall be liable for any indirect or consequential damage.

The customer shall be responsible for taking backup copies of its data and files and for verifying the functionality of the backup copies. Neither party shall be liable for loss of, damage to, or alteration of data or data files of the other party due to any cause and the resulting damages and expenses incurred, such as expenses incurred in the re-creation of data files.