

SERVICE AGREEMENT FOR ARTOLOGIK PROGRAM SERIES

This Service Agreement for the Artologik software series constitutes the support and upgrade agreement between the customer and Artisan Global Media, hereinafter referred to as “Artisan”. These terms are applicable for customers subscribing to Artologik SaaS or purchasing an On-Premise license for installation on own server.

1. SCOPE OF THE AGREEMENT

1.1 The agreement grants the customer a non-transferable right to service under this agreement. The agreement applies only to service for the product specified on the invoice and during the agreement period or Subscription period specified on the invoice.

1.2 The agreement applies only if the customer pays the Service Agreement fee or subscription fee. The agreement applies to both On-Premise and Subscription customers. For SaaS the Service Agreement is included in the subscription fee.

1.3 On-Premise customers with signed Service Agreement who order additional extra packs and/or additional Plug-Ins to the program, must also sign a Service Agreement for these extra packs and/or Plug-Ins in order for the agreement to be valid.

2. ARTISAN'S SERVICE COMMITMENTS

2.1 Artisan provides support service during office hours, 0800 – 1700 (CET/CEST). Support services are provided, upon selection by Artisan, via Internet, email, letter or phone.

2.2 Artisan addresses notified product faults that seriously affect product function as soon as possible. Troubleshooting and definition of the problem starts when the fault report is received from the customer. Faults shall be reported promptly to Artisan support. Artisan shall reply within one working day. Artisan reserves the right to determine when and how an error will be corrected, and when and how an action should be performed. Only Artisan has overview of the impact of a correction/amendment/action.

2.3 All efforts to be taken by Artisan to provide support services will be proportionate to the Service Agreement fee. Artisan provides important information about the products primarily through the Artologik website, www.artologik.com. Artisan may also choose to send information email or letter.

2.4 The scope of the support service includes technical support, which addresses specific and/or detailed questions related directly to the operation of the product to which the agreement is subject to. To a limited extent additional support for peripheral devices such as operating systems, printers, networks, etc. which relate directly to the product in the agreement will be provided. Customers also receives news about the programs via the Internet, email or newsletter.

2.5 Artisan resolves errors that do not seriously affect the customer's use of the product and/or operation of the product, at the earliest in the next official product release version.

2.6 Artisan helps to restore data from the latest backup with reasonable effort and at the current hourly rate.

2.7 Artisan shall be able to receive support case notifications and to provide service at specified service hours. Support services requested outside specified service hours are subject to a fee. Notifications of support can be submitted by phone during specified service hours, or by email/Internet 24 hours a day.

2.8 Artisan reserves the right to change the system requirements and product specifications for future versions of the product.

3. UPDATE AND UPGRADE WARRANTY

3.1 The update warranty provides that during the agreement period Artisan provides corrections, free of charge, which are essential for the operation of the product, together with all new official versions of the product. Updated versions are primarily available through the Internet but can also, at Artisan's own discretion, be distributed to the customer in another way. For Subscription customers, SaaS sites are upgraded as soon as new versions are available.

3.2 When changing the size of a license, On-Premise customers with a Service Agreement only pay the price difference between the smaller and larger edition – for both license and Service Agreement. For Subscription customers there is no additional cost in changing a license size, other than the increased subscription fee.

4. LIMITATIONS TO ARTISAN'S SERVICE COMMITMENTS

4.1 Artisan's commitment does not include the following:

- Giving instruction or education regarding necessary information contained in the product documentation, help texts, working routines, on the Internet or in other media/documentation.
- Correcting errors caused, for example, by incorrect administration or actions performed by parties other than Artisan's personnel or personnel acting as agents of Artisan.
- Actions that need to be performed due to missing current backup for On-Premise customers
- Correcting faults caused by careless operation or misuse.
- Correcting faults relating to changes made directly in the database or program files by the customer.
- Correcting errors in the On-Premise customer's installation, arising from causes beyond the control of Artisan such as power failures, operating system faults, faults in hardware, driver faults, errors caused by viruses or Trojan programs/macros, or faults in peripheral devices.
- Actions on a product which is an older version than the latest official version of the software.

4.2 The right to free technical support under this agreement is terminated if the product is used on other computers, operating systems or with non-Artisan supplied components other than those indicated in the system requirements for the current product and version. This restriction only applies to technical support. The right to updates, newsletters, etc. under this agreement remains.

4.3 The right to free technical support according to this agreement is terminated if the data is retrieved from or supplied to the product database in a manner not approved by Artisan. Technical support can in these cases be supplied at the current hourly rate. This restriction applies only to product support. The right to updates, newsletters, etc. under this agreement remains.

4.4 When reporting a support case to Artisan, the customer is required to provide information that indicates if any of the above measures have been carried out. Where the customer does not provide this information, Artisan reserves the right to charge the customer the time required to diagnose and correct problems caused by any of the above actions.

5. CUSTOMER RESPONSIBILITIES

5.1 In order for Artisan to be able to provide the service, the customer is required to:

- Designate a contact person and ensure that the contact person has sufficient knowledge of the product to be able to manage usage of the program. The contact person shall be familiar with computers and the current operating system. The contact person will be required to be able to provide product serial/license numbers and the Artisan customer number when requesting support.
- Follow the instructions in the product documentation and any other instructions given by Artisan.
- Backup regularly according to established principles – applies to On-Premise customers.
- Backup before each service operation from Artisan without special instruction from Artisan - applies to On-Premise customers.
- Install the latest version of the product to avoid and correct possible faults - applies to On-Premise customers.
- Check and prevent the computer, operating system, programs and data files from containing viruses, Trojans, etc.

5.2 The customer is obliged to search for information that may be relevant to the customer's business and to provide Artisan with current business information such as postal address, telephone number, organisation or other registration numbers, details of a contact person and current email address.

6 DATA TRANSFER AND SERVICE VISITS

In cases where Artisan requests a backup copy from On-Premise customers, the customer is responsible for organisation and payment of postage to Artisan in Växjö, Sweden. Artisan is responsible for and pays for return postage to the customer. If a service visit becomes necessary, and the parties agree on this, the customer is charged the cost of labour and travel time, travel expenses, allowances, etc. according to the current tariffs.

7. MAINTENANCE WINDOW FOR SAAS

Artisan has the right to use a Maintenance Window on Sundays between 18:00 and 24:00, and Wednesdays between 20:00 and 24:00. During the Maintenance Window, service and maintenance of our systems is taking place and our services may become unavailable for a short period of time. The Maintenance Window will be utilized when needed. No previous notification will be given, unless special circumstances apply.

8. AGREEMENT PERIOD

8.1 For On-Premise customers the contract period is normally 12 (twelve) months including the current month in which the order has been received and accepted by Artisan. The customer's current agreement period is shown on the invoice. The agreement is automatically renewed for periods of 12 months at the end of each agreement period. If the customer does not wish to renew the agreement, Artisan must be contacted in writing and the agreement terminated 3 (three) months before the current agreement period expires.

8.2 For Subscription customers, the conditions for the period of the Service Agreement are the same as for the SaaS subscription.

9. FEES AND PAYMENT FOR ON-PREMISE CUSTOMERS

9.1 The fee is based on a reasonable use of the product and for as many units as the agreement allows. The fee is paid annually in advance by

recurring yearly invoice. Services not covered by the agreement are charged to the customer per hour according to the current price list. The minimum billable time is two hours.

9.2 Payment terms are 30 days net. Penalty interest is the reference rate fixed by the Riksbanken, the Central Bank of Sweden, plus eight percent. Artisan reserves the right to change the price of the agreement for future periods and to change the prices of goods and services during the existing agreement period.

10. TRANSFER

The customer may not without written consent from Artisan transfer, copy, rent, lend, sell or otherwise dispose of the agreement and related services, nor transfer the agreement to a third party. The same applies if the customer undergoes a merger or is declared bankrupt.

11. FORCE MAJEURE

Artisan's commitments are valid subject to events outside Artisan's control such as labour disputes, sabotage, fire, water damage, burglary, government intervention or the like that make it difficult or impossible for Artisan to provide the service or take actions.

12. LIMITATION OF LIABILITY

Artisan disclaims any and all liability for any personal injury, property damage or financial loss which may result directly or indirectly from Artisan's commitment under this agreement. Any compensation paid can never be greater than the annual fee paid.

13. PRIVACY

Neither party may disclose information protected according to the law on commercial secrets to any extent other than what is required to provide the service under this agreement or if the other party has accepted the procedure. The parties undertake to inform their employees in order that confidentiality can be maintained.

14. GENERAL

By approving this agreement, the customer agrees that Artisan can use registered details, addresses and email addresses for sending information of relevance to the use of the product and information about other products that may be relevant to the customer.

The customer should be aware that any use of Artisan's products in violation of this agreement is punishable by law. On breach of this agreement, Artisan reserves the right to immediately terminate the agreement. The customer's signed main agreement or paid invoice acts as proof of the agreement.

15. DISPUTES

Swedish law without giving effect to conflicts of law principles shall apply to the agreement. Disputes shall be finally settled by a general court in Sweden with the application of Swedish law.

Artisan Global Media

- develops and sells Artologik