

## SERVICE CONTRACT — ARTISAN GLOBAL SOFTWARE

This service contract, below called the contract, constitutes the whole contract between the service recipient, below called the customer, and ARTISAN GLOBAL SOFTWARE, below called AGS. Additions must be approved in writing by AGS. The contract is valid from the day an order is received and registered by AGS.

### SCOPE OF CONTRACT

The contract gives the customer a non-transferable right to services under the terms of this contract. The contract applies only to services for the product specified on the invoice and during the contract period specified on the invoice. The contract is only valid for the software mentioned on the service contract, in accordance with the terms and conditions of said contract. Customer must have paid for the contract in order to benefit from our services. All licences not cancelled before the end of cancellation notice are due.

### Further additional packs of users/questionnaires

If a customer who signs a service contract has signed a license for further additional packs (users/questionnaires) or additional functions to the products, a service contract for these products must be subscribed in order for the contract to be valid.

### AGS's OBLIGATIONS

AGS will provide services during the stated times 09:00-12:00 and 13:00 -16:00 (Central European Time). Service will be carried out in the manner chosen by AGS, via internet, e-mail, fax, letter or telephone.

The service includes:

- Product support, i.e. advanced help and the opportunity to ask more detailed questions/obtain help on the product as needed for proper use of the software. To a limited extent, simpler questions about the operative system, printer, network etc. required for using the product will also be answered.
- The update guarantee, involving under the contract period the free providing of corrections, which are of significant importance for the functions of the product, as well as all new official versions of the product. Versions are primarily made available over the internet but AGS can also choose to send them to the customer by post.
- News via internet, e-mail or newsletter

All input by AGS will be in reasonable proportion to the annual fee. AGS will provide important information about the product, primarily via Artologik's web site, [www.artologik.net](http://www.artologik.net). AGS can also choose to provide information by e-mail or by post.

AGS will correct reported faults that seriously affect the functioning of the product as soon as possible. AGS reserves the right however to decide when and how a fault will be corrected and how this will be carried out, since AGS has an overview of the consequences of a correction/change/repair.

AGS will correct faults that do not seriously affect the customer's use of the product and/or the products function, no earlier than the next official version of the product.

AGS will assist in restoring the data register from the latest backup copy by means of reasonable input and in return for the agreed hourly payment rate.

AGS will be able to receive reports on faults and carry out service during earlier mentioned times. Outside of these hours, AGS can

provide service for special payment. Fault reports can be made by telephone during the stated service times or via e-mail/internet around the clock.

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

### LIMITATIONS IN AGS's OBLIGATIONS

AGS's obligations do not include the following:

- Giving instructions or training users when the necessary information is found in the product's documentation, help texts, work procedures, on the internet or in other media.
- Correcting faults caused, for example, by incorrect handling or measures carried out by persons other than AGS personnel or personnel appointed directly by AGS to carry out measures.
- Measures that have to be carried out because a relevant backup copy is missing.
- Remedying faults caused by careless handling or incorrect use or because the customer himself has made direct changes in the database or in program files.
- Remedying faults caused by reasons beyond AGS's control such as power cuts, faults in operating systems, faults in hardware, faults in running procedures, faults caused by viruses or Trojan software/macro or faults in peripheral units.
- Carrying out measures on products that are older than an official version compared with AGS's latest version.

The right to free product-support in accordance with this contract ceases if the product is used on other computers, other operating systems or with components other than those supplied by AGS and other than those specified in the system requirements for the relevant product and version. The right to updates, newsletters etc. in accordance with this contract remains.

The right to free product support in accordance with this contract ceases if data is taken from or added to the products database in a manner that is not approved by AGS. In such cases, product support can be given in return for the applicable hourly payment. This limitation applies only to product support. The right to updates, newsletters etc. in accordance with this contract remains.

The customer is obliged to inform AGS if any of the above measures has been carried out when applying for support. If this is not done, AGS is entitled to debit the customer for the time taken in diagnosing and remedying the fault caused as under any of the above points.

### CUSTOMER'S OBLIGATIONS

In order for AGS to provide service the customer is obliged to:

- Appoint a contact person and ensure that he/she has sufficient knowledge of the product in order to carry out backup copying, use etc. The contact person must also be familiar with computers and the relevant operating system. When contacting AGS, the contact person must be able to provide the product's serial/license number and the relevant AGS customer number.
- Follow the instructions laid down in the product's documentation and any instructions that AGS may have given.

- Make backup copies regularly in accordance with accepted principles.
- Make backup copies before every service by AGS without being specially instructed to do so by AGS.
- Install the latest version of the product in order to avoid and remedy possible faults.
- Check and prevent computers, operating systems, and software and data files from containing so-called viruses, Trojans etc.

The customer is obliged to independently seek information that could be important for the customer's business and to provide AGS with the relevant company details such as postal address, telephone number, corporate or personal identity number, contact person and current e-mail address.

#### **FOLLOW THE CONDITIONS IN THE CONTRACT**

In cases where AGS requests a backup copy for processing, the customer will pay the costs for freight to AGS in Vaxjö, Sweden. AGS will pay the costs for return freight to the customer. If a service visit is to the customer is necessary, and the parties agree to this, the customer will be debited for the costs for labour, travel time, travel expenses, board etc according to current rates.

#### **CONTRACT PERIOD**

The contract period is normally twelve (12) months including the current month from the time the order was received and accepted by AGS. The customer's current contract period is shown on the invoice. The contract is extended automatically by a period of twelve (12) months at the end of each contract period. If the customer does not wish to extend the contract, AGS must be contacted in writing and notice of termination given no later than three (3) months before the end of the current contract period.

If a version for the new contract period has been installed, if the license key for the new period has been obtained or if the customer has used service facilities within the new contract period, notice of termination will not be accepted.

#### **FEES AND CONDITIONS OF PAYMENT**

The fee is based on reasonable use of the product and for as many units as the contract stipulates. The fee is paid annually in advance in response to recurring annual invoices. Services that are not included in the contract are debited to the customer at an hourly rate in accordance with the current price list. The minimum time that can be debited is one hour.

Freight costs for planned deliveries by post can be debited in conjunction with the annual invoice. VAT will be added to the stated prices. Conditions of payment, 30 days net. Late payment interest is the base rate set by the Bank of Sweden plus eight percentage units. AGS reserves the right to change the price for the actual contract for future periods and to change the prices for goods and services during the current contract period.

#### **TRANSFER**

The customer must not transfer, copy, hire out, lend out, sell or in any other way dispose of the contract and its related services nor transfer the contract to any third party. The same applies if the customer is involved in a merger or is made bankrupt.

#### **FORCE MAJEURE**

The parties' undertakings apply with reservations for events outside a party's control such as labour conflict, sabotage, fire, water

damage, break-in, intervention by authorities or the like which hinders or prevents a party from carrying out service or measures.

#### **LIMITED LIABILITY**

AGS is not liable for any personal injury, damage to or loss of property that could result directly or indirectly from AGS's obligations under this contract. Any compensation paid can never exceed the annual fee paid.

#### **SECRECY**

Neither party may disclose information that is protected by legislation on company secrecy to any extent other than that required in order to carry out servicing in accordance with this contract or unless the other party has approved such disclosure. The parties undertake to inform their employees so that secrecy is observed.

#### **PERSONAL AND CORPORATE INFORMATION**

AGS will deal with all personal information in accordance with data protection legislation. More information can be obtained from AGS customer services.

#### **GENERAL**

In approving this contract, the customer approves the use by AGS of information registered with AGS, postal addresses and e-mail addresses for the sending out of information that is important for the use of the product and information on other products that could be important to the customer.

AGS draws the attention of the customer to the fact that all use of AGS products in contravention of this contract is punishable. In case of breach of contract, AGS reserves the right to terminate the contract. The customer's receipt or invoice is valid as proof of contract. AGS will guard its intellectual property rights via BSA (Business Software Alliance), in which AGS is one of the Swedish member companies.

#### **DISPUTES**

Disputes relating to this contract will primarily be resolved through the mediation of representatives appointed by the parties. If the parties fail to reach agreement, the dispute will be finally resolved by Växjö District Court through the application of Swedish law.

#### **ARTISAN GLOBAL SOFTWARE**