

## SERVICE AGREEMENT FOR ARTOLOGIK PROGRAMS – CONDITIONS OF CONTRACT

This service agreement for the Artologik software series, also called the "Agreement", constitutes the entire agreement between the purchaser of the service, hereinafter referred to as the "Customer", and Artisan Global Media, hereinafter referred to as "Artisan". Variations to the Agreement shall be approved in writing by Artisan. The Agreement applies from the day on which the order is received and accepted by Artisan. Artologik is a registered trademark of Artisan.

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### 1. SCOPE OF THE AGREEMENT

1.1 The Agreement gives 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 rental period specified on the invoice.

1.2 The Agreement applies only if the Customer pays the service agreement fee or rental fee. The Agreement also applies to rental licences, for which the service agreement is included mandatorily in the rental and does not require a separate subscription by the Customer.

#### 1.3 Additional extra packs and/or additional features

Where the Customer orders further extra packs (users/surveys) and/or additional features for the program, pursuant to an existing service agreement, service agreements must also be entered into for these extra packs and/or additional features in order for the Agreement to apply to these further items.

### 2. THE PROVISION OF SUPPORT SERVICES

2.1 Artisan provides a support service during specified time periods, 0800 - 1700 (Central European Time). Support services are provided via the Internet, email, fax, post or telephone and are subject to change.

2.2 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. Artisan reserves the right to provide additional support for peripheral devices such as operating systems, printers, networks, etc. which relate directly to the product in the Agreement.

2.3 Customers receive news about the programs via the Internet, email or newsletter.

2.4 All effort to be taken by Artisan to provide support services will be proportionate to the service agreement fee. Artisan provides important information about the product primarily through Artologik's website, [www.artologik.com](http://www.artologik.com). Artisan may also choose to send information by email or letter.

2.5 Artisan addresses notified product faults which seriously affect product function as soon as possible. Artisan reserves the right to determine when and how an error will be corrected, and when and how an operation should be performed. Only Artisan has oversight on the impact of a correction/amendment/action.

2.6 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 version release of the product.

2.7 Artisan helps to restore data files from the last backup copy with reasonable effort and at the current hourly rate.

2.8 Artisan ascertains that notifications of faults can be left around the clock over the Internet and at aforementioned times over the phone. Artisan performs service at aforementioned times and reserves the right to respond to and address notifications of faults outside of specified service times. Support services requested outside specified service times are subject to a fee to be paid by the Customer.

2.9 Artisan reserves the right to change the system requirements and product

specifications for future versions of the product.

#### 2.10 Update and Upgrade Warranty

The update warranty provides that during the agreement period Artisan provides cost-free corrections 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 discretion, be distributed to the Customer. For rental customers, rental sites are upgraded as soon as new versions are available.

2.11 On changing the size of a licence to a larger one, customers with a service agreement are required to only pay the difference between the price for licence purchased and service agreement of the two program size versions. For rental customers there is no additional cost in changing a licence size for a rental agreement, other than the increased rental fee.

### 3. EXCLUSIONS TO ARTISAN'S PROVISION OF SUPPORT SERVICES

3.1 Artisan's commitment does not include the following:

- Giving instruction or education regarding necessary product operation 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.
- Extraneous measures required to be undertaken because the current back-up is missing.
- Correcting faults caused by careless operation or misuse.
- Correcting faults relating to changes made directly to the database or program files by the customer or agent of the customer.
- Correcting errors off-premises, not at Artisan, 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.

3.2 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 unchanged.

3.3 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.

3.4 On notification of 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.

## 4. CUSTOMER RESPONSIBILITIES

3.1 In order for Artisan to be able to provide the service, the Customer is required to:

- Designate a contact person and ensure that they have sufficient knowledge of the product to be able to carry out backups, normal use, etc. The contact person should be familiar with computers and the current operating system. The contact person will be required to be able to provide product serial/licence 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 licence purchase customers.
- Backup before each service operation from Artisan without special instruction from Artisan – applies to licence purchase customers.
- Install the latest version of the product to avoid and correct possible faults – applies to licence purchase customers.
- Check and prevent the computer, operating system, programs and data files from containing viruses, Trojans, etc.

4.2 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.

## 5. ADDITIONAL AND INCIDENTAL COSTS

5.1 In cases where Artisan requests a backup copy for further support action, 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.

## 6. AGREEMENT PERIOD

6.1 For customers who purchase a licence 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.

6.2 For customers who rent a licence, the conditions for the period of the service agreement are the same as for the rental agreement.

6.3 Where the version relating to the new agreement period has been installed, where the licence key for the new period has been downloaded or where the Customer has been credited for service within the new agreement period, termination will not be accepted.

## 7. FEES AND PAYMENT

7.1 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 or by rental. Services not covered by the Agreement are charged to the Customer per hour according to the current price list. The minimum chargeable time is one hour.

7.2 The postage cost of planned deliveries by post may be charged in association with the yearly invoice. VAT will be added to specified prices. Payment terms are 30 days net. Penalty interest is the reference rate fixed by Riksbanken 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.

## 8. TRANSFER

8.1 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.

## 9. FORCE MAJEURE

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

## 10. LIMITATION OF LIABILITY

10.1 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.

## 11. PRIVACY

11.1 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.

## 12. PERSONAL AND COMPANY INFORMATION

12.1 Artisan manages all personal information under the Swedish PUL (Personal Information Law). More information is available from Artisan's Customer Service.

## 13. GENERAL

13.1 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.

13.2 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 invoice or receipt acts as proof of the Agreement. Artisan monitors, among other things, its copyright via BSA (Business Media Alliance).

## 14. DISPUTES

14.1 Disputes relating to this Agreement shall be primarily determined by mediation through the parties' appointed representatives. If the parties fail to reach an agreement the dispute shall be finally settled by the Växjö district court with the application of Swedish law.

**Artisan Global Media**  
– develop and sell Artologik