ARTLOGIC

ARTLOGIC SUBSCRIPTION LICENCE AGREEMENT

1. DEFINITION

In this agreement except where the context otherwise requires, the following expressions have the meanings specified below:

"Artlogic", "us", "we"	means Artlogic Media Ltd, whose registered office is Unit 16, Porteus Place, London SW4 0AS, United Kingdom
"the solution"	means the online database application known as 'Artlogic', 'Artlogic Online' also referred by product names 'Artlogic One' and 'Artlogic Pro'.
"the client" or "you"	means the client of Artlogic Media Ltd, with whom this agreement is made
"office hours" or "working hours"	means Artlogic's advertised business hours, currently Monday to Friday 9.30 – 18.00 (London, UK) but subject to change.

2. TERM

This Agreement shall continue in force for a period of three months from the later of either the first subscription invoice date or the receipt date for all set up payments (the "Initial Term").

At the end of the Initial Term the Term shall continue subject to either party's right to terminate the provision of the service on giving not less than ninety (90) days written notice to the other party unless a different agreement is made in writing between the two parties.

3. ARTLOGIC'S UNDERTAKINGS AND LEVEL OF SERVICE

Confidentiality

The data you add or commission us to import onto your system belongs to you. We may need to interrogate it or process its data in order to execute a support task or provide features, reports or metrics for your exclusive use. We may also gather generalised information about the size or quantity of data or levels of activity in order to help make sure that we have adequate server resources available. We will not use or examine your data for our own purposes and agree not to disclose or pass on your information, during or after the expiry of this agreement, for any reason whatsoever unless:

- a third party organisation is helping us to provide or support your solution
- OR in order to provide other services you have requested
- OR if we are required to by law or some legal process

We will only make copies of your data to provide backup services, for testing or for development work you have requested. Your data will be held only on our servers in secure facilities, our backup servers, or on development machines on our premises.

In order to streamline the uploading and serving of images and documents for the Artlogic service and

public / private web pages or PrivateViews, and for the ArtlogicConnect service (contacts and diary synchronisation) we use cloud-based services at Google, Cloudinary, SendGrid and Amazon. Transmission to and from these services is securely encrypted and where possible, the data is encrypted in storage.

Hosting and connection

Artlogic servers are fast and reliable. Uptime for the solutions is typically well over 99.95% for all clients. No supplier can deliver 100% uptime as every internet device relies on a long and complex supply chain for their connectivity. Our own servers are located on extremely fast, well connected networks in secure installations that have 24/7 security and a raft of hi-tech features to eliminate any danger from fire, power failure, hacking and unauthorised access. Such state of the art facilities ensure maximum uptime and fastest possible connection speeds. We also utilise the technology of global technology firms such as Amazon and Google to deliver our service. This speeds up the delivery of the service and the data is self-replicating which leads to a more reliable service, removing the possibility of a problem being caused by the failure of a single hard disk or even cluster of servers in a single datacentre. Our systems monitor the performance of the service every two minutes and notify us of any problems. We will always investigate any problems with our service. We have worldwide, on-screen, secure access to the servers to track problems and trace any hold up in internet traffic.

Artlogic Media Ltd. will make every effort to ensure that the solution has a reliable service connection, adequate to handle internet traffic. Internet speed and availability may depend on hardware and connections beyond our control. We cannot be liable for connection problems upstream of our own server, DDOS attacks, problems on the infrastructure of our chosen global technology partners or other common services upon which all internet solutions rely, such as the domain name server system.

Artlogic will undertake within 6 working hours to investigate and report back to you about any problems you experience with your connection to our servers, should your problem not be relating to any deficiencies on your network, DNS service, or internet connection.

Technical Support

The subscription licence includes free email support for every user for all our services. Incoming phone support is only included for those clients with a subscription to Artlogic Pro. Phone support is not offered for Artlogic One clients. We will respond within six working hours. Support is available if a user has problems using the features of the system or for items that may not be explained with sufficient clarity by the training materials. Support that does not relate to the functioning of the solution or our servers may be charged in 15-minute increments at an equivalent to GBP 100 / USD 130 (+ applicable taxes) per hour. Support will be chargeable for other matters such as the client's internet connection, printers, third party software, etc., consultancy, restoring data deleted or damaged by the client, or if the client is trying to do things that the system was not designed to support. Also, as everyone uses the system in a different way, free support is not available for questions of what might be regarded as 'best practice' in how to instruct a workforce and run a gallery business even in relation to sharing, storing and retrieving information. Front line support is available from our team in New York but it may need to be referred to the development team in the UK. A reduced level of support is available over the Christmas holidays and during public holidays in England and on public holidays in the USA.

Glitches

We will undertake to investigate any suspected bugs within 6 working hours (UK time). Once it is demonstrated that the problem is the cause of faulty code or database interaction, we will provide a fix as fast as we can. Possible remedies will depend on the nature of the problem.

We will use all reasonable endeavours to remedy any serious deficiencies in the functioning of the solution that interrupt your ability to work. Smaller issues or queries will be resolved on an agreed timetable, normally within a couple of days. In practice, serious problems would be remedied within minutes or hours.

Where there is no actual coding or serving malfunction but it is established that the service does not provide the function you required or do so in what the Client considers the best way, we will try and offer advice.

Feature requests

We are always striving to improve the solution and welcome your feature requests. If your suggestions will offer great benefits to many users without compromising our development timeline, we will consider incorporating them at no charge as soon as we can. If the changes are to your benefit only, or you need new features to be expedited, these may be regarded as customisation and we can provide a quotation for the work if requested. We have a great number of users all around the world so each feature request may take some time for us to consider and to implement. If you would like us to contemplate developing new functionality within a specific time frame, please request an estimate for this.

Agreed modifications

You may require us to make modifications to your instance of the solution, such as changing heading images, fonts or other customisation, new locations, etc. This work will be carried out by Artlogic within ten working days of our estimates being accepted if the works are minor or within an agreed schedule for more complex development work.

Training

Training materials are available for the solution on the main log-in page. For Artlogic Pro clients, we are happy to provide a free training session in our offices within the first three months of your system going live. Other training sessions can be arranged at GBP 100 / USD 130 (+ applicable taxes) per hour plus travelling time, phone or other expenses. For clients in London, we are able to provide structured, on-site training and 'hand-holding' at launch, if desired.

Compatibility

We will make every effort to make your solution functions well using the features of at least one, freely available and widely used web browser on each platform (Mac and PC). Solutions may not work optimally and data may be damaged or lost by using browsers that are not on our recommended list (see 'system requirements' below), or if users have not installed or enabled any requisite plug-ins or upgrades for their browsers. We cannot guarantee that our solutions will work with all future versions of recommended browsers and will advise our clients what browser and version to use for each platform.

Limited warranty

Artlogic Media Ltd. warrants that the solution provided will substantially conform to the advertised specifications. Artlogic Media Ltd.'s entire liability and its client's sole and exclusive remedy for any breach of the foregoing limited warranty will be, at Artlogic Media Ltd.'s option, partial refund of the subscription licence fee or repair to the defective solution.

Limitation of remedies and damages

In no event will Artlogic Media Ltd. or any of the licensors, directors, officers, employees or affiliates of any of the foregoing be liable to you for any claims, loss or consequential, incidental, indirect or special damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information and the like), whether foreseeable or unforeseeable, arising out of the use of or inability to use the solution we have developed or its accompanying training materials, regardless of the basis of the claim and even if Artlogic Media Ltd. or a representative of Artlogic Media Ltd. has been advised of the possibility of such damage. Artlogic Media Ltd.'s liability to you for direct damages for any cause whatsoever, and regardless of the form of the action, will be limited to the greater

of One Thousand Pounds Sterling or the money paid by clients to Artlogic for the software component that caused the damages.

Back ups

Copies of your database will be scheduled daily at least once, transported via an encrypted and firewalled connection and stored offsite in another secure facility. We will also update our incremental backup of all your uploaded document and image files at least once per day. If you choose the high-resolution storage bolt-on service, you can pay more for us to arrange storage for those files in a second location.

Termination and exported data

Upon termination, we will ensure that you have access to a copy of your most vital data. General Artwork and Contact data may be exported to excel for free by the user at any time using the export tools that exist as part of the database. We can arrange a MySQL export file to give you all the main data tables and related data plus arranging to transfer all your images and uploaded documents. Exports are available from GBP 300+VAT provided you are able to provide us with the details of an Amazon S3 bucket to receive the files. This work needs to be scheduled as it requires a high level technician to make this arrangement and this will not include all your data as it excludes log data which is not stored in MySQL.

4. CLIENTS UNDERTAKINGS TO ARTLOGIC

Legal indemnity

You agree to indemnify Artlogic Media Ltd. and its employees against all legal costs, fines, damages and judgements resulting from legal action regarding any content on your solution or exports, downloads or printed material from your database or any mailings, or public / private web pages created using the solution or other Artlogic services.

Security

You agree to set up and maintain your administrative log-in and all your users login accounts with relevant privileges. You agree to accept responsibility for keeping log in details safe and ensuring that the passwords are sufficiently 'strong'. You understand that Artlogic personnel are not at liberty to remind your staff of their password or add or edit user records or change privileges without written authority on letterhead paper from the verified owner or a verified director. Artlogic cannot at any time be liable to rectify any malicious or negligent damage by anyone using an authorised log-in ID and password.

Payment

Where no setup fee is payable, a fee equivalent to three months subscription will be payable before set up commences. When an initial licence fee is payable, the client will be liable to pay for subscription licence fees whichever is the sooner of: (a) the date we consider the system is 'live' and the database ready for you to work with, or (b) 30 days after payment is received for our initial invoice. Unless by prior written agreement, subscription licence fees will always be payable at this point whether you are making full use of the system or not. This applies even if we are still awaiting material from you or are still importing / testing. Subscription licence fees are payable quarterly in advance. We request all UK clients to pay by Direct Debit otherwise Credit / Debit card from overseas if not by some form of automatic payment where possible.

All invoices must be settled within 14 days of being issued. If Artlogic has offered any credit facilities or payment plan, any failure to pay our invoice within 14 days will result in the entire agreed fees falling due.

The service is only available as long we receive payment. If the client is in breach of this agreement by not paying for the ongoing subscription licences, a warning will be issued and an opportunity given to make

payment. Following this, the service will be suspended and the client will not be able to connect to their data. Artlogic may apply a reconnection charge and decline to offer any further credit. If the client remains in breach we will permanently stop the service.

No refund will be available from us if the client changes its mind before the system goes live or if the agreement is terminated. Upon termination, Artlogic will be entitled to charge for any consultancy and programming time creating exports of your data.

User licences and record limits
a) Standard version for galleries, collections and artist studios with multi-user capabilities (Artlogic Pro)
We charge set up and ongoing fees in proportion to the size of the business and for the amount of likely use to which the solution is put, rather than the number of records, the number of devices employed or the amount of data transferred. The measurement of this is via the maximum number of people who are likely to be using the system on any working day, irrespective of the length of time it is used or any measurement of activity. Hence smaller galleries with few employees pay less than larger galleries with many employees. It is the client's obligation to ensure that they have enough user licences to cover the number of people who need to connect to the service. To us, it does not matter whether a user will add and edit material all day long or just to look up information now and again as we are not able to differentiate levels of use in our fee structure. Usage will be monitored and Artlogic may automatically disconnect older connections if the number users connecting exceeds the number of licences and Artlogic reserve the right to alter your subscription if you do not appear to have enough licences or, if you paid an initial licence fee, we will invoice the initial extra user fee plus the ongoing fee, backdated to the start of the quarter for each user.

b) Special Editions for Private dealers, Private collectors, Private Artists, and single-user Gallery (Artlogic One)
Special Editions are released to small businesses or private individuals who will only ever have one user and do not require the mailings and other advanced features. As such, only one device may connect at any time and only a single user name and password is available. There will be limits on the number of artwork or contacts records you are allowed which will be explained in the estimate you sign when you order the system. Additional fees are payable for extra records. If you require the features of the full system, clients can change their subscription or, if you paid an initial fee, pay the difference in the setup (plus set up cost of additional users required) and switch to the full version and pay the appropriate subscription fees.

Delivery of materials

To ensure that we are able to keep to an agreed schedule of works, clients should try and make sure that they keep to the agreed delivery schedule for information, instructions, images, database content and any other material that we require to do the agreed work. A delay in passing required material to Artlogic may result in the solution being set up without some information and additional charges being levied to add it subsequently. Artlogic further reserves the right to deliver the system and issue our invoice if material is not supplied following reminders sent in reasonable time.

System requirements

You can use Artlogic database on a wide variety of modern hardware devices and operating systems. There are only a few essential requirements you need.
  I. Access to Artlogic is via the internet, using a web browser. You must enable JavaScript (on by default), enable cookies and enable pop-ups for anything on these domains: Artlogic.net, PrivateView.net, PrivateViews.com.
  II. You may use any major modern browser popular in North America and Europe but we recommend Google Chrome.
  III. Many documents download as a PDF but in order to open all the documents correctly, you will need *Microsoft Word* and *Microsoft Excel*.
  IV. It would help you to use the system to make sure that 'mailto:' hyperlinks open in your preferred mail client. Normally this works on all computers but clients with browser-based mail may need to

install relevant plug-ins. The IT contractor who arranged your mail should be able to fix this up for you. We can also advise some plug-ins to help.

V. To access the service on iOS and Android devices, make sure that you use an operating system released in the last year. This may mean that older devices cannot be used.

5. TERMS RELATING TO CONNECTED SERVICES

I. PRIVATE VIEWS

Private View web pages
Private View presentations created inside Artlogic are intended as a free marketing aide, for showing a few artworks on private web pages for a limited period of time. They should not be regarded as permanent pages or used to replace the normal functions of a website.

PrivateViews.com / iOS app (as distinct from the above)
Private View pages and automatic presentations flow from Artlogic Database to an external service we have developed for iOS devices and a desktop presentation app. This service enables you to create Private View web pages and group them together for art fairs, etc. You can create, view and share presentation pages of works online at PrivateViews.com and store them offline on your iPads and iPhones using the PrivateViews App available free from the iTunes store. You are entitled to embed slideshow presentations made in PrivateViews onto public web pages.

Artlogic Pro clients are allowed to use 5 devices associated with their account. Additional device licences are a billable extra. Artlogic One clients get a PrivateViews Portfolio account free which enables use by one iPad and one iPhone. Additional terms and conditions apply to this service and can be read at https://privateviews.com/legal/terms.

II. MAILINGS (some systems only)

This section refers to emails sent to multiple recipients using the emailing mechanisms incorporated into Artlogic Online. These terms relate to sending out ad hoc messages to groups of contacts which may include artworks and which may be a formal offer. It also refers to marketing messages (invitations, press releases, newsletters, etc.) which you would send to groups of people or your whole mailing list . Allowances and mailing plans are usually for both types and are indicated on our website and our quotations.

Artlogic Pro users will receive a monthly allowance of free emails included in your ongoing licence fee. If you do not exceed this number of messages per month, your mailings will be free. You will not be allowed to exceed your allowance or selected plan so you should choose the best plan to suit your needs – see our website. This will enable you to set budgets for your team to stay within. You can also decide to change your allowance from month to month and can even change your allowance part way through the month. It will be your responsibility to monitor your usage and change plans according to your future needs. If you do not change your allowance, you will be charged the same amount each month regardless of use. Billing will be calculated in retrospect for the three full months prior to the bill being prepared.

Artlogic One (Gallery) allows sales emails only up to a hard limit. No mailing list functionality is included.

Artlogic One (Artist) also enables sales emails (offers) up to a limit. This limit can be exceeded and mass mailings permitted by choosing one of our mailing plans.

Artlogic One (Collector) does not include mailings of any kind.

'Email' refers to one email sent to one recipient: for example if you send one email to 25,000 email addresses you will have used up 25,000 emails from your allowance. Your usage is calculated according to the number of emails sent, not the number of emails delivered. If for some reason your email is not accepted at first (e.g. because of a full mailbox) our RFC standards compliant mail servers will continue to try to deliver it for 72 hours to ensure your messages reach their intended recipients.

If you use our mailing system, you must not redeliver a message sent by our system to other lists of people by any mechanism other than the 'forward to a friend' feature. To do so would constitute an abuse of the system as the images contained in emails are delivered from our server in all cases and therefore use our bandwidth when viewed.

You must only use the mailing system to send emails directly related to the work of the organisation or individual who is the registered client for Artlogic Online (e.g. your gallery or collection). You may not use the system to promote other companies, organisations or individuals.

We provide a full free email and incoming telephone support service to help you use our mailings system. Support is free in the event of operational problems with the email system. However, if you request us to spend time investigating the non-receipt of specific emails to specific mailboxes when this is not due to a problem with our systems, this time may be chargeable.

We will set up one or two simple but flexible templates for free when you first start using Artlogic Online. Designing or implementing mailings of greater complexity or changes to existing templates may be chargeable at our standard hourly rate or at a quoted price

III.   STORAGE

To maximise the performance, the scale and the resilience of our serving operation and to enable you to share images via web pages, we use cloud infrastructure to store and serve images and uploaded documents. Information about the storage allowances and charges for the service for which you are paying will be on the quotation forms and shown on our website

Images

We have built Artlogic to be as future proof as we can with the images you upload. As a result, we allow you to upload large files and we offer massive storage allowances included in the fees. If you need to exceed the allowance, you will receive an increased bill for additional storage.

Any images you ask us to import or upload yourself can be large but must be below a maximum of 15Mb or max 6000 x 6000 pixels. The original we keep will not be downsized but we will make all the smaller images necessary for the user interface, reports, the PrivateView app and for feeds or web pages.

Documents

Every Artlogic service has a generous allowance for uploading documents relating to artworks, such as condition reports, purchase invoices, consignment agreements, etc. Should this be exceeded, additional charges will apply. Information about the allowances and charges for the service for which you are paying will be on the quotation forms and shown on our website

IV.   WEBSITE FEEDS SERVICE FOR EXTERNAL WEBSITES

Terms and conditions are outlined on this page: http://feeds.artlogic.net/

V.   HIGH RESOLUTION IMAGE / LARGE DOCUMENT STORAGE SERVICE

As a billable extra service, we offer a connection through Artlogic Online to a cloud-based storage service for large documents and high resolution images. The files themselves will be stored securely on Amazon's

S3 infrastructure. This is an enterprise level, completely scalable resource which is globally available and secure. We have been using Amazon for many years and have found it to be +99.999% available and completely reliable. However, because the files will NOT be on our servers, we are 100% dependent on Amazon for the delivery of this service, which means that if for any reason they withdraw this service in the future, or if there is a catastrophic failure at their end, we may not be able to recover the files you stored with them. In addition if Amazon change the mechanism or cost structure, we may need to withdraw it or revise this service. For these reasons it is important that you do not use this service as the ONLY place you store files - and always archive a copy locally. Because of the high cost of storing very large files, we won't be keeping backup copies elsewhere unless you choose the option to pay us to store the files on a second cloud service. We have NEVER had a problem with Amazon's cloud infrastructure and we store huge amounts of data there, but we cannot offer any guarantees of a third party service of this nature. If you choose to make a file available to download to anyone who has the link, that would be possible. But if you make a link public, we cannot then prevent anyone having access to that file, without you removing the file or changing the status of the object to be private, which would then require it to be streamed via a link which would be visible only when logged into one of our systems.

6. COPYRIGHT

The copyright for the material on our clients' solutions rests with them, their artists, the writers and the photographers and any third parties from whom material may have been gathered.

The solution code copyright belongs to Artlogic Media Ltd. and its licensors. The solution is licenced, not sold, for deployment on our servers for the period of the subscription only. You may not copy, deploy, publish or transmit any HTML or JavaScript code without written permission from Artlogic. You may not transmit or publish any images of the user interface without Artlogic's written permission.

7. SYSTEM ACCESS

We reserve the right to withdraw access to the solution to protect the data integrity of our clients files from any volatility in the hardware upstream of our servers, or of traffic on the internet which affects our servers, including router storms, viruses or actual (or suspected) denial of service attacks. We will suspend access if we suspect that there is any attempt to hack any files on our servers.

8. NO PARTNERSHIP

Nothing in this agreement shall be construed as constituting a partnership or agency relationship between Artlogic and its client.

9. LAW

If any court or administrative body of competent jurisdiction finds any term of this Licence to be invalid, unenforceable or illegal, the other terms of this Agreement shall remain in force.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto agree to submit to the exclusive jurisdiction of the English Courts.

These terms and conditions are subject to revision and revised versions will be available on our website at http://www.artlogic.net/usr/downloads/Artlogic-AOL-terms.pdf and these terms should be read in conjunction with our main company terms of business (which also covers development work), available http://www.artlogic.net/usr/downloads/terms.pdf