

# Support Agreement

This agreement is made between the customer

and

Secret Labs AB, org. nr 556547-5190, ("Supplier") whose registered office is at  
Teknikringen 1, SE-583 30 Linköping, Sweden

Fax: +46 13 21 02 15

E-mail: pil-support@pythonware.com

It is valid from the day of payment of the maintenance fee.

This support agreement (the "Agreement") sets out the terms and conditions under which Supplier agrees to provide Customer with support.

The following documents form an integral part of the Agreement, and in case of any inconsistencies or contradictions between the documents, the order of precedence shall be the order indicated below.

A. General Terms and Conditions

B. Fees

## **Scope of support**

Supplier shall for Customer provide support for the software product Python Imaging Library ("PIL") according to the conditions below. The general terms and conditions for this support are specified in Appendix A and the applicable support fees are specified in Appendix B.

## **General Terms and Conditions**

### **1. Definitions**

#### ***The Software***

The software PIL which is developed by Supplier and which Supplier provides free of charge on its web-site.

#### ***Working Days***

Monday to Friday, exclusive of holidays and weekdays which commonly have limited working time.

### **2. Scope of support**

Supplier will provide such support for the Software, which is specified in this clause 2. Supplier shall keep necessary competence for enabling further development of the Software and for providing training to Customer.

#### **2.1 E-mail support**

Supplier will during office hours provide e-mail support in the form of a helpdesk and reception of fault reports. Response will be given within two Working Days from reception of the question or fault report.

#### **2.2 Fault reports**

Supplier is considered to be informed of a fault when Supplier has received a fault report by e-mail. Supplier shall acknowledge receipt of the report.

#### **2.3 Remedy of Fault reports**

Remedy of reported software faults. If serious faults are discovered Supplier will first advise ways as to how to work around the faults. If a fault is not possible to work around the fault will be corrected. Less serious faults will be corrected in the next Software release.

#### **2.4 Updates and new releases**

Supplier shall supply updates and new releases of the Software when such updates and new releases are ready for general distribution. Customer will however have access to working releases and early non-official versions of the Software. All installations shall be carried out by Customer.

Updates and adjustment of the Software to the latest versions of Python will be available within one month after the official release of the Python software.

Customer is entitled to make its own modifications of the Software. However, fault reports may only be given for such version of the Software, which is released by Supplier.

## **2.5 Documentation**

Supplier shall supply documentation in electronic form in connection with the release of new versions of the Software.

## **2.6 PIL - PLUS image**

Customer will have access to PIL-PLUS image processing modules. These are modules which are not included in the free version of the Software, but which Supplier has produced either in other projects or in other experimental modules, handlers of special file formats etc. These modules are not free but they may be used commercially by customers which have a support agreement.

## **2.7 Development / Customisation**

Supplier offers further development and customisation of the Software. Customer has an option to purchase up to 40 hours of such development work. More time may be provided if Supplier has available resources.

The scope of such development work shall be agreed to in writing between the parties. The development work is carried out on a current account basis according to the hourly fee in Appendix B.

## **3. Responsibility and undertakings of Customer**

In order to ensure Supplier' possibility to identify the problem, Customer shall, as far as possible, supply documentation and other relevant information on the problems occurred. Customer shall appoint a contact who shall be responsible for handling all contacts with Supplier.

## **4. Limitations in support**

### **4.1 Support obligation for the Software**

Supplier is only obliged to provide support to the latest version of the Software. The total support time covered by the annual fee is limited to 10 hours. Extra support time may be purchased on a current account basis according to the hourly fee in Appendix B.

Supplier will not provide support for components and modules, which in the documentation or commentaries are referred to as "experimental" or as "work in progress".

If software has been installed which is not developed or delivered by Supplier, or if there have been changes in the Software which have not been performed by Supplier, and if Supplier finds that such additional or modified software does not only insignificantly influence Supplier' possibility to support the Software, Supplier' responsibility for support will expire and Supplier has the right to lease to provide support to the extent that the Software is influenced. The annual fee for support will not be refundable if Supplier's responsibility expires on these grounds.

## **4.2 Corrections of the Software**

Supplier does not guarantee that the Software can be used without disruption, nor that all problems will be solvable.

## **4.3 Title to documentation and software - proprietary information**

Supplier is and will remain owner of all documentation and software regarding the Software and all data for tests and diagnostics, collectively the "Information", which is proprietary and confidential. This applies irrespective of if the Information is in the Customer's possession, or if the Information is or is made available to Customer.

All unauthorised use of the Information or any portion thereof is forbidden. Customer undertakes to protect the Information in order to prevent any illegal use, use contrary to the Agreement, unauthorised disclosure or copying. Customer's undertakings in this respect shall meet high expectations and shall at least correspond to such security measures which is generally taken within the trade for information of considerable value.

## **5. Subcontracting**

Supplier shall have the right to subcontract such portions of its undertaking under the Agreement, as Supplier deems appropriate. Supplier shall however remain responsible to the Customer for the performance by any such subcontractor as if performed by Supplier.

## **6. Limitation of liability**

Supplier's liability on any claim of damages arising out of this Agreement shall be limited to a sum amounting to the annual fee.

Supplier shall in no event be liable for any exemplary incidental, special, consequential or indirect damages, including damages for loss of data, even if Supplier has been advised of the possibility or likelihood of such damages.

## **7. Force majeure**

Neither party shall be liable for any breach of the Agreement which is caused by a matter beyond its reasonable control including Act of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving their employees), extremely severe weather or acts of local or central government or other competent authorities or which is caused by a subcontractor's failure to deliver due to such matters.

Should a breach caused by Force Majeure continue for more than three (3) months; either party shall have a right to terminate the Agreement by giving at least thirty (30) days' prior written notice.

## **8. Fees**

The annual fee is stipulated in Appendix B and will be invoiced annually in advance. Services, which are not included in the annual fee, will be charged on a current account basis at Supplier's current price list. If the fee was paid using internet, a reminder will be sent via email and a new years worth of subscription can be paid in the same way.

Supplier is entitled to adjust the support fees and rates on 1 January each year so that they accord with the norms generally applied by Supplier. Such adjustment may not exceed the increase in prices as shown by the index SNI 92 28-35 of Statistiska Centralbyrån (Statistics Sweden). Fees and rates are exclusive of VAT, other taxes, customs duty and other public charges

Payment conditions are 30 days from date of invoice.

## **9. Entire agreement**

The Agreement, including all of its Appendixes, each of which is incorporated in the Agreement, is the entire agreement between the parties with respect to its subject matter and supersedes any other agreement between the parties. There are no other representations, understandings or agreements between the parties relative to such subject matter.

## **10. Term and termination**

This agreement shall enter into effect on the date of signing up and shall be valid for an initial period of 12 months. If the Agreement is not terminated by either party, giving at least three months' prior written notice, the Agreement is to continue for further periods of 12 months, unless written notice of termination has been given at least three months prior to the expiration of the current period.

## **11. Governing law and settlement of disputes**

The Agreement shall be governed by and construed in accordance with the law of Sweden, without regard to conflict of law principles.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration's of the Arbitration Institute of the Stockholm Chamber of Commerce.

The place of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

***Appendix B***

**Applicable fees**

|                      |       |              |
|----------------------|-------|--------------|
| Annual fee           | US \$ | 1.950        |
| Normal working hours | US \$ | 150 per hour |