Terms of Purchase Articulate

Last updated 6 October 2026

These terms of purchase apply to, and form a part of, all agreements on purchases by a customer (the "Customer") from TicTac (as defined below) of subscriptions of licences from Articulate Global, LLC or any of its affiliates ("Articulate") (the "Licence"), and of separately purchased Articulate add-ons, including platform Credits and course-based Localization ("Add-ons"). Licences and Add-ons are together the "Products". The accepted Quote and these terms form the agreement between the Customer and the relevant TicTac Entity (the "Agreement"). A Quote expressly amending an existing purchase, and any renewal of that purchase, forms part of that existing Agreement. Other accepted Quotes form separate Agreements.

The accepted TicTac quote or order form, including agreed amendments, is the "Quote". The Products purchased, quantities and prices are specified in the Quote. By purchasing a Product, the relevant TicTac Entity (as defined below) will arrange access to the applicable Articulate platform, features or usage entitlements (the "Services"). The subscription term is determined under these terms and the Quote. The usable period of a Credit or Localization allocation is determined under the section "Credits and Localization".

The version of these terms of purchase identified in the Quote applies to that purchase. Where the Quote does not identify a version, the version published at the date the Quote is accepted applies.

Contracting TicTac entity

If the Customer has its registered place of business in Denmark, the contracting party will be TicTac Learn Denmark A/S, Reg. No. 27057640, having its registered office at Dampfærgevej 9, 2100 Copenhagen, Denmark ("TicTac A/S").

If the Customer has its registered place of business in any other country than Denmark and Germany, the contracting party will be TicTac Learn AB, Reg. No. 556567-7266, having its registered office at Dockplatsen 1, 211 19 Malmö, Sweden ("TicTac AB").

TicTac A/S and TicTac AB are hereinafter jointly referred to as "TicTac" and individually as a "TicTac Entity".

Terms of service

Access to and use of the Services are governed directly between the Customer and Articulate by the Articulate Terms of Service at https://www.articulate.com/360-terms-of-service (the "General Terms of Use"), including the applicable Feature-Specific Terms, Usage Policy, Acceptable Use Policy, Jurisdiction-Specific Terms, Beta Terms and Data Processing Agreement incorporated in them. The Customer agrees to those terms when accessing or using the Services. These terms of purchase govern the Customer's purchase from, and payment to, TicTac; they do not alter Articulate's obligations.

The applicable product terms are available at https://www.articulate.com/360/feature-specific-terms, the Usage Policy at https://www.articulate.com/360/usage-policy and the Acceptable Use Policy at https://www.articulate.com/360/acceptable-use-policy. The General Terms of Use link to the remaining applicable documents.

Support

TicTac provides standard support for Products purchased through TicTac. The scope of standard support is set out in TicTac's support description, which TicTac may update from time to time. Standard support is included in the price of the Products.

Support for the Services themselves is provided by Articulate in accordance with the applicable Articulate terms.

TicTac Support is a separate service purchased at additional cost and governed by its own terms. Those terms apply only where TicTac Support has been purchased and do not apply to standard support.

Credits and Localization

Platform Credits are usage entitlements for specified Articulate features. Course-based Localization quantities are separate translation entitlements. Their units, permitted use and consumption are governed by the applicable Articulate terms and the product-specific provisions in the Quote. The two types of entitlement are not interchangeable.

The usable period and expiry of each Credit or Localization allocation follow the applicable Articulate terms for that Product and purchase. The Quote records the relevant dates and any subscription to which the allocation relates. Buying additional quantities during an existing subscription does not, by itself, give those quantities a new twelve-month usable period. If the Quote omits an expiry date, the expiry rule in the applicable Articulate terms applies. A date in the Quote does not shorten a usable period to which the Customer is entitled under those terms.

Credits and course-based Localization quantities purchased during a subscription are charged at the full price specified in the Quote and are not prorated for the remaining usable period. Full-price payment does not extend the expiry date. This does not affect proration applicable to additional Licence seats.

Unused quantities expire and any carry-forward is determined under the applicable Articulate terms. Renewal or a fresh allocation does not itself extend the usable period of an earlier allocation. Expiry of unused quantities does not itself entitle the Customer to a refund.

Frontline Credit subscriptions renew at the recurring quantity agreed in the Quote, as subsequently amended by agreement or a valid reduction notice. Usage above that quantity and purchases of one-off additional Credits do not themselves increase the recurring quantity. Flex Credits and Localization Boosters are one-off purchases and do not renew automatically, including between years of a multi-year subscription paid annually.

Other Add-ons renew automatically only if the Quote expressly identifies them as recurring. The usable period of a one-off purchase remains subject to the applicable Articulate terms.

Where a Quote provides for annual renewal, annual allocation or annual refresh of a Credit or Localization allocation within a multi-year binding term, that annual event is not a renewal date for the purposes of the cancellation and reduction provisions below and does not give the Customer a right to cancel or reduce before the end of that binding term.

The Quote's specific provisions on Credits and Localization take precedence over conflicting general provisions in these terms of purchase concerning those Products, including the general twelve-month term and automatic renewal provisions. For this purpose, "standard product descriptions" means the product lines and the Credits and Localization texts in the Quote that state the product, quantity, price, allocation dates or recurring or one-off status. Standard product descriptions cannot shorten a binding term expressly agreed in the Quote, and cannot amend the section "Articulate termination rights, refunds and service credits" or the sections on limitation of liability; those provisions may be departed from only by an amendment expressly identified as such and signed by both parties. This priority does not alter Articulate's obligations or the terms governing access to and use of its Services.

Period of the agreement, renewal & cancellation (for non-German customers)

If the Customer has its registered place of business in any other country than Germany, the Licence subscription has an initial binding period of 12 months from the date of activation, unless otherwise agreed in writing between TicTac and the Customer. Activation is made in connection with the Customer's purchase of the Licence. However, there may be up to 2 business day's delay before the Licence is activated. The Customer will be informed via e-mail when the Licence has been activated.

The Licence subscription is automatically renewed for a period of 12 months at a time unless the Customer gives written notice of cancellation at least 90 days before the expiration of the initial term or each such prolonged term. An Add-on that is recurring under the section "Credits and Localization" renews for the period and quantity specified in the Quote, unless the Customer gives written notice of cancellation or reduction at least 90 days before its renewal date.

The Customer may reduce the number of Licence seats or the quantity of a recurring Add-on, including a recurring Credit allocation, for the next term by giving written notice at least 90 days before the relevant renewal date. The Agreement will be amended accordingly and renewed for the reduced scope, subject to the provisions below on available quantities and pricing following a reduction.

Renewal and reduction provisions applying to all customers

Ending all seats of a Licence subscription is cancellation of that subscription, rather than a seat reduction. Discontinuing a recurring Add-on, including a standalone renewable Frontline Credit subscription, is a reduction and is subject to the 90-day reduction deadline.

Reductions take effect only at the end of the agreed binding term, unless otherwise agreed in writing or required by applicable law. Annual invoicing or allocation refresh within a multi-year binding term does not itself create a cancellation or reduction right. A reduced quantity must comply with the applicable minimum quantities and purchase increments disclosed in the Quote or product information provided before the purchase. TicTac will promptly notify the Customer if a requested quantity is unavailable and identify the available alternatives. The parties may agree a corrected instruction. A timely notice remains effective for any valid cancellation or discontinuation it expressly requests; an unavailable quantity does not authorise TicTac to renew a cancelled Product. Pricing following a reduction is governed by the section "Renewal prices".

Expiry of an allocation, exhaustion of Credits and cancellation of a recurring purchase are separate events. Expiry or exhaustion does not cancel a recurring purchase.

These terms of purchase apply to each Agreement between the Customer and the same TicTac Entity. A notice cancelling a Licence subscription therefore also cancels renewal of Add-ons that require that Licence to function, including where those Add-ons were purchased under a separate Quote, and does not shorten a separately agreed binding term for such an Add-on. Where such an Add-on has a binding term extending beyond the end of the Licence subscription being cancelled, the Customer may choose either to continue the Licence subscription to the extent needed to use that Add-on, at the price applicable under these terms, or to end the Add-on on the same date as the Licence subscription with no further charge for the period after that date.

Notices under these terms must be received by the relevant TicTac Entity within the applicable deadline. Email is sufficient.

Terms of payment (for non-German customers)

If the Customer has its registered place of business in any other country than Germany, payment for the initial binding period and for one-off purchases is made either by credit card or invoice in connection with the purchase of the Products. If the Customer chooses payment by invoice, payment terms are 30 days from the date of the invoice.

Invoicing for any renewal term is done annually in advance. An advance invoice is subject to a price adjustment validly notified under the section "Renewal prices"; TicTac will issue a corrected invoice or credit note where required.

In the event that the Customer should fail to make payment in full on the due date, the relevant TicTac Entity shall be entitled to claim interest on the sum overdue until the payment is made at the interest rate of 8 percentage points exceeding the current Swedish reference rate at the time of the payment due date.

Renewal prices

Prices remain fixed during the agreed binding term unless another price schedule is expressly agreed in the Quote. Annual invoicing within a multi-year binding term does not itself permit a price change under this section.

For non-German customers, TicTac may change prices for a renewal term by giving notice and the rejection right set out below.

TicTac must notify the Customer in writing of a renewal price increase at least 30 days before the relevant renewal date. The notice must identify the affected Products, the current and new prices, the effective date, and the rejection right and deadline. An invoice may serve as the notice if it clearly includes this information.

The Customer may reject a properly notified increase by written notice received by TicTac before the renewal term begins. A timely rejection ends the affected Product at the end of its current binding term without a renewal charge, unless the parties agree otherwise in writing. The Customer may also end a Product that cannot reasonably be used without the affected Product. This right applies even if the ordinary cancellation deadline has passed and does not shorten any other cancellation or reduction right.

If the Customer does not reject a properly notified increase and the Product otherwise renews, the new price applies. An increase notified less than 30 days before renewal requires the Customer's express agreement; otherwise the existing price applies to that renewal. TicTac will correct any advance invoice and return any advance payment attributable to a cancelled renewal without undue delay.

A reduction may change the unit price or discount where that price or discount was expressly conditional on a minimum quantity or commitment that the Customer no longer meets. The price or discount schedule in the Quote applies to the reduced scope where it establishes the resulting price. A fixed unit price not subject to such a condition remains applicable, subject to any separately notified renewal price change under this section.

If the Quote does not establish the price after loss of a quantity or commitment discount, TicTac will provide a revised Quote for the reduced scope within ten days of receiving the reduction notice. The Customer may accept it, withdraw the reduction, or cancel the affected Product for the next term. If the parties do not agree on the price and the Customer does not withdraw the reduction or cancel, the affected Product renews at the reduced quantity at TicTac's standard price for that quantity, and the Customer may cancel that Product for the next term by written notice received by TicTac within 14 days after receipt of the revised Quote. If TicTac does not provide the revised Quote within ten days, the affected Product renews at the reduced quantity at the existing unit price. This procedure applies only to repricing caused by the requested reduction; it cannot be used to introduce an unrelated late renewal price increase. A timely reduction notice does not authorise renewal at the unreduced quantity.

Articulate termination rights, refunds and service credits

If the applicable Articulate terms entitle the Customer to end an affected Service because of Articulate's breach or a qualifying change to the Service or its terms, or Articulate ends that Service under a provision

entitling the Customer to a refund or release from future fees, the corresponding purchase from TicTac ends on the same date. TicTac will give effect to the corresponding release from payment for the period after termination. Accrued amounts remain payable. This provision does not release the Customer from payment where it merely stops using a Service or terminates for convenience, or where Articulate terminates for the Customer's breach, unless the applicable Articulate terms or law provide otherwise.

TicTac will request any refund or service credit expressly due from Articulate without undue delay and provide reasonable assistance in pursuing it. TicTac will pass the corresponding refund or service credit to the Customer without deduction, in the form received, without undue delay and no later than 30 days after receipt. A service credit is not payable in cash unless Articulate provides a cash refund. The Customer must provide information reasonably required to process the claim. This pass-through obligation applies to the extent TicTac receives the corresponding refund or credit from Articulate; it does not require TicTac to advance an unreceived vendor refund.

These provisions do not limit the Customer's separate rights or remedies against TicTac for TicTac's own breach of the Agreement or under applicable law.

Limitation of liability (for non-German customers)

If the Customer has its registered place of business in any other country than Germany, TicTac's maximum aggregate liability under the Agreement for any damage suffered by the Customer shall be limited to the purchase price paid by the Customer to TicTac for the Products under that Agreement. This is one aggregate cap for that Agreement, not a separate cap for each Product, allocation or claim.

TicTac shall under no circumstances be liable to the Customer for any loss of profit or production, loss of use, loss of data, loss of contracts or any other consequential, economic or indirect loss whatsoever arising out of or in connection with the Agreement.

Personal data

General. Each party undertakes to process personal data and other information under this Agreement in accordance with the EU General Data Protection Regulation ((EU) 2016/679) (if applicable to the Customer), and otherwise in accordance with local data protection legislation applicable in the country where the party is situated. Furthermore, the Customer undertakes to not post content on the platform that may be perceived as offensive.

For Customers subject to the General Data Protection Regulation (GDPR), please refer to https://articulate.com/360/terms/dpa (the "DPA"). The DPA is entered into as of the effective date of the General Terms of Use.

Services. For Customers subject to the General Data Protection Regulation (GDPR), personal data processed in the Services is governed by the Articulate Data Processing Agreement referred to above.

Support. Where TicTac processes personal data on behalf of the Customer in providing standard support or TicTac Support, TicTac acts as processor and the Customer as controller. That processing is governed by TicTac's data processing agreement at https://www.tictaclearn.net/tictac-learn-dpa. This applies only to personal data processed by TicTac in providing support.

Governing law and disputes

The Agreement shall be governed by the substantive laws of Sweden.

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 Arbitrations of the SCC Arbitration Institute.

The seat of arbitration shall be Malmö, Sweden.

The language to be used in the arbitral proceedings shall be English.