

GENERAL TERMS SUPPLY OF SOFTWARE AND CONSULTANCY SERVICES AGREEMENT

Copenhagen 2012, December



1. The Extent and Purpose of the Agreement

This agreement determines the conditions for AMC CONSULT A/S' delivery of software and consultancy services to the Customer.

If you have purchased a hotline agreement, 4 hour service agreement or 8 hour service agreement see separate terms for these respectively:

“Hotline agreement for AMC Modules”
“4 hour service agreement”
“8 hour service agreement”

If you have purchased an AMC Module see separate license agreement:

“End user license agreement for AMC Software”

If there is any inconsistency between this Agreement and the separate terms, the separate terms shall prevail.

2. Delivery Time

Unless anything else has been agreed upon, delivery of software products is considered complete at the time they have been delivered from AMC (ex warehouse) which holds true even though AMC undertake to sending the products to the delivery address provided by the Customer. If delivery is done by download, the product is considered delivered when the download is complete. AMC is not responsible for installation, implementation et cetera, unless this has been agreed upon.

Provided that AMC is to provide consultancy for installation et cetera, at the site designated by the customer, this will be invoiced according to time spent. The cost of – and responsibility of reporting the place of installation including purchases of necessary hardware et cetera, is none of AMC's business.

3. Price and Payment

The price offered and accepted by the customer for software products is fixed to the extent that the offer is accepted within the period of acceptance. Unless otherwise agreed by the Parties, AMC reserves the right to raise prices, for products only dealt and not developed by AMC (“Standard Software”), subsequently and up until the point of delivery with the net consequence of the increase at AMC's supplier. For more information see item 7.2 below

All prices are stated without delivery and value added tax (VAT).

Software products are invoiced at the time of delivery and consultancy services are invoiced on a regular basis

AMC reserves the right to invoice the customer for Standard Software that AMC is required to purchase from sub-suppliers from the date the order has been placed. Thus, delivery will not take place before the invoice amount is received by AMC.

Payment is due 8 days after the billing date. AMC is entitled to charge default interest at 2% for every

month commenced since the end of the period for payment.

AMC is entitled to charge an invoice fee for each invoice which can't be received as a pdf email.

AMC has the right to withhold all future services without accountability, if the invoice has not been paid by the time it was due.

4. Retention of Title

Sold software products including updates et cetera are sold with retention of title and are the property of AMC until the Customer has paid the purchase price including interests and costs as well as possible expenses for AMC on behalf of the Customer in regards to the product sold.

Until the purchase price has been paid, the Customer is obliged to properly take care of the sold product. Until the purchase price is paid, The customer is obliged not to transfer, move, pawn, rent out, lend or in other ways have it at disposal without the consent of AMC.

5. Delays

If a time of delivery has been agreed upon, AMC will attempt to alleviate the customer's inconveniences as much as possible in delays of a software product or consultancy services.

The customer has the right to cancel the agreement if the agreed time of delivery is exceeded by 30 days. AMC can under no circumstances, no matter the degree of negligence, be held liable for the delay.

6. Special Terms for the Delivery of Software

Standard software, including AMC's own products, are sold as it is and exists and without any form of guarantee or obligations of redress. Except what is stated in AMC's license terms for own products. This means, that AMC in no way guarantees that the standard software sold is without deficiencies or errors just as AMC cannot guarantee a specific functionality or that the software can be used for specific purposes or live up to the customer requirements

The producer's terms and conditions are valid for Standard Software not developed by AMC and the customer cannot call on AMC for the contents of these license terms as well as the fact that AMC are not reliable for its content.

The customer is obliged to examine and test the purchased Standard Software, including AMC's

own products, immediately after delivery. Since AMC has no possibility nor rights to repair deficiencies for the Standard Software and has no responsibility for such errors and deficiencies, AMC is only obliged to immediately pass the customer's claim on to the producer in cases where errors and deficiencies in Standard Software developed by others occur. The customers have to decide for themselves whether they would like to wait for the producer to deliver an update that would repair the deficiency or if they would like to pay AMC to establish a work-around solution or other steps to minimize the effects of the deficiency to the extent this is possible.

If errors or deficiencies are present in AMC's own products, these will be repaired in accordance to the product's license terms. The customer's additional remedy of breach of contract with AMC's own products are provided in the corresponding license terms.

7. Special Terms for the Delivery of Consultancy Services

7.1 Setting the extent of the service

AMC will complete and send a confirmation letter when the customer places an order. It describes what the service includes and its time of delivery.

7.2 The consultancy fee

Consultancy services not included in the Services, shall be charged according to actual time spent, disregarding possible estimates given by AMC. The hourly rate is calculated on every started hour for the valid AMC list price in force at the time.

The hourly rate is invoiced for each hour or part of an hour. The job done outside normal work hours – weekdays from 09:00 – 17:00 – is invoiced as overtime work with an addition to list prices of 100 pct. Work requested by the customer to be done during weekends or on a holiday will be invoiced with an addition to list prices of 200 pct.

Mileage fee including transport expenses are settled according to the list prices in force at the time. Any expenses for hotel stays, meals, bridge toll or tickets for airplanes or ferries will be invoiced according to actual expenses. Definite charges for transportation et cetera can be agreed upon.

AMC is entitled to change list prices for work in progress with a 30 day warning to the first day in a

new month by supplying the customer with new list prices.

Subject to the next paragraph, the following also applies outside of Denmark:

- The workday is extended to 12 consultancy hours and invoiced at a minimum of 12 hours per day.
- The first 12 hours are settled at regular rates, additional hours with an addition of 100 pct.

The list prices in force applies at the commencement of new tasks .

7.3 Customer conditions

It is prerequisite for the execution of consultancy that:

The customer provides the consultant with the relevant information needed to solve the problem.

The Customer makes the necessary and legal work places available for the consultant.

The customer participates in planning the work and provides resources so the consultancy service can be delivered as predicted.

The customer provides the consultant with the access need to the customer's it system to the extend required to solve the problem.

The customer always secures own routines, including making sure that sufficient back-up is in order, so the customer's data easily can be reconstructed at any time.

To the extent that AMC is unable to deliver consultancy services as expected due to the customer's circumstances, the customer has to cover AMC's losses in that regard, and AMC reserves the right to invoice expenditure/costs incurred including millage fee and consultancy hours set aside for the customer's solution even though this was unsuccessful. In the case that AMC receives notification within 5 working days before delivery of the services, stating that the customer is unable to receive or buy the services, AMC is obliged to make reasonable efforts to dispose of these consultants elsewhere in order to lower the loss as much as possible.

7.4 Deficiencies

The customer is obliged to make a written complaint to AMC as soon as deficiencies are discovered and the complaint must state where the deficiency exists and the customer shall be of assistance to AMC in recreating the circumstances in which the deficiency occurred. To call on AMC for deficiencies, the customer must hand in a complaint within 3 month of the time of delivery for the service in question.

AMC will strive to rectify possible deficiencies by the consultant's services as fast as possible within normal working hours. The rectification will consist of identifying the deficiency, assistance to a possible work-around solution or other actions that will limit the impact of the deficiency on the customer's system as much as possible as well as rectify the deficiencies if deficiencies in the consultant's work is found, and this can solve the problem.

To begin with, rectifications of deficiencies are done without costs for the customer. If the deficiencies are related to services that the customer would have had to pay for, if they had been delivered to begin with, AMC reserves all rights to invoice reasonable costs including consultancy service hours for the assignment. In the case that AMC is unable to recreate the error at AMC or if it, for other reasons turns out to be necessary for AMC to be present at the customer's location, AMC is entitled to charge the usual mileage fee as well as other necessary expenses in relation to the transport and stay, e.g. bridge toll et cetera.

In the case that significant deficiencies are not rectified within 3 month of the receipt of the customer's complaint, the customer can demand a proportional reduction in the amount of the service in question. The customer cannot apply other remedies for breach of contract related to errors and deficiencies in the consultancy services delivered.

8.General Information on Deficiencies

AMC is not accountable for:

- Errors that occur as a result of the customer's use of the products or services in relations to other products or accessories that directly or indirectly affects the function of the product or service, that AMC was not aware of, including hardware or software installed/connected after the time of delivery.
- Errors that occur as a result of changes or interferences with products, which was not done accordingly to AMC guide lines.

- Errors that occur as a result of the customer's lack of education or use of the product in any other way than described in the documentation provided or as instructed by AMC.
- Errors and deficiencies in Standard Software developed by anybody else than AMC.
- Limitations on the functions of the system caused by the customer's own installation/implementation of software, including updates et cetera.

If the customer has complained over deficiencies and it turns out that there are no deficiencies which AMC can be held accountable for or in other ways can be put down to AMC, the customer shall reimburse the expenses/costs AMC may have had in that regard, including mileage fee, consultancy hours used to diagnosis and possible rectification of the case.

9. Limitation of Liability

AMC can in no way be held liable for indirect losses, including operating losses, lost profit, loss of data or expenses to third party rectification including similar indirect losses or damages. AMC's liability for damages, including direct losses and delays, is in every possible regard limited to 10% of the deficient or delayed delivery's notification value exclusive of value added tax. Does the deficiencies account for the consultancy services only, the 10% is based on the remuneration paid for the service.

AMC accepts product responsibility in accordance to the legislation in force at the time on the subject. but does not accept responsibilities beyond what is included in the sine qua non rules of the legislation. Any non-regulated product responsibility developed in accordance to Danish legal practice on compensation for damages is then explicitly renounced.

10. Documentation and Guidance

Deliveries include product descriptions and manuals for Standard Software to the extent that this has been made by the producer of the specific software product and to the extent that it usually comes without charges. Preparation of special documentation, including documentation for customizations et cetera, has to be specifically agreed upon with AMC and in that case, payment for this job will be settled in accordance to the hours spent, unless otherwise agreed.

11. The Customer's Rights of Use

With the purchase of Standard Software comes the rights of use stated in the license terms of the software. The customer shall only use the software and the documentation that follows as they are stated in these license terms and the customer must comply with all conditions stated in the terms.

For special customizations and other specially developed software by AMC, the customer gains a non-transferable and non-exclusive rights of use to such customizations and other specially developed software. All rights as well as all copyrights belong to AMC. Furthermore, the customer can exercise the rights that follows the rules of the law on copyright.

The customer's rights of use is contingent on payment of the sent invoice and the rights of use sets in when it has been fully paid. The customer has no rights to use what has been delivered if the invoice is not paid, and use of it will lead to a violation of AMC's rights, including copyrights.

12. Force Majeure

The parties can under no circumstances be held accountable for circumstances that fall under the term: force majeure, including but not limited to war, riots, strike, fire, natural disasters, currency restrictions, import- or export restrictions, interruptions of normal traffic, interruptions or failure in power supply or communication systems, virus attacks, delivery problems of subcontractors, prolonged periods of sickness with key members of the staff.

It rests on one party to inform the other, as soon as possible, should they encounter force majeure. The parties can cancel every order and every piece of work for the part of the delivery under force majeure, if the force majeure situation has lasted for more than 3 months. When canceling, none of the parties can be held liable for the other party's losses and no compensation demands, demands of proportional discounts, remedy for breach of contract can be called upon as a result of force majeure.

13. Export/Re-export

Even though the license terms et cetera may include conditions that entitles the customer to move or pass on software, the customer commits himself to comply with the laws and regulations in force at any time in regards to export/re-export, including the US Export Administration Act of 1979 with later additions and changes.

14. Applicable Law and Competent Court

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Any dispute that may arise from these terms or trade between the parts in other respects, must be brought forward at the Maritime and Commercial Court in Copenhagen. The case is settled accordingly to Danish law.

If the case matter, calculated on general rules on the calculation of court fees, exceeds DKK 1 million each party is, albeit, entitled to bring the case forward for arbitration in accordance to, "the rules on settlement of cases," at Copenhagen Arbitration. The court of arbitration consists of 3 arbitrators where the institute selects the chairman and each party can point one arbitrator. Should one party not select an arbitrator within the deadline set forth by Copenhagen Arbitration, Copenhagen Arbitration will select this arbitrator as well.

Present terms are valid from the time they are sent to the customer, but as a matter of form the customer is requested to return a signed copy of the terms to AMC

AMC-Consult A/S

Company (Name)

Signature: _____

Signature: _____

Date: _____

Date: _____

Signed by: Peter Makki, CEO

Signed by: _____ (Name / Title in capital letters)