
SERVICE LEVEL
AGREEMENT
SERVICE PLANS 1,2,3,4

AMC
MODULES/PRODUCTS

UK version



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1 SIGNATURES

AMC-Consult A/S

Signature: _____ Date: _____

Signed by: Peter Makki, CEO

Company (Name)

Signature: _____ Date: _____

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

2 GENERAL

The agreement is concluded on the basis of license conditions of the AMC product EULA as well as AMC's General conditions for supply of software and consulting, with deviations as described in the items below.

Solving problems may also be instructions in workarounds, which means that the customer can carry out the action as the problem consisted of, but with changes in the working routines.

3 SCOPE

3.1 IN SCOPE

The agreement includes service performed by the AMC on the client's initiative and according to customer specification.

The agreement ensures that the problem resolution is initiated by AMC after the point g mentioned guidelines.

Customer users will get access to AMC service desk where all support questions are collected and answered.

The subscription includes inquiries regarding the use of AMC's own products, as well as AMC's programmed elements including special custom-made changes by AMC to AMC's own products.

3.2 NOT IN SCOPE

The agreement includes not and does not cover the costs of consulting hours and costs of transport to and from the installation site, unless otherwise agreed.

Time spent on establishing, installing, setup, problem solving or other online access issues is billable as T/M.

Only inquiries from licensed users, who according to AMC EULA has acquired a legal right to the use of AMC's products and or SAAS.

4 SPECIAL CIRCUMSTANCES THAT FALL OUTSIDE THE SLA

There can obviously not be specified all conditions, which fall outside of this SLA, but according to AMC experience, it can be stated that the following are not covered by the agreement:

Answering questions which requires, that AMC's consultants needs to be present at the licensee.

Errors and problems encountered in software/modules because of others than AMC has changed / customized software / modules.

Errors and problems caused by hardware, operating system, hard- and software not attributable to the delivered AMC software / module. Clearing as a result of operator error when installing the software / modules, and any updates, etc. or because the licensee failed to follow AMC's documentation, manuals or other written / oral instructions and guidance from AMC

Errors and problems caused by deployment when moving the module or a part of it between different environments.

Errors and problems caused by deployment module, updates and or hotfixes on a multi-tenant environment may occur as the nodes do not synchronize source code correctly.

Errors caused by missing updates and or hotfixes when AMC have requested the licensee to implement the actual update and or hotfix in an earlier support case.

Support requests that needs to be solved by the use of an online access to the license environment is always billable as T/M.

AMC will attempt to answer questions and resolve any problems that are not covered by this agreement on payment of the then-current hourly rate for AMC's service consultants, and service delivery is subject to the terms of the Supply of Software and Consulting Services Agreement signed by the Parties.

5 THE LICENSEE SUPER USER

5.1 APPLICATION FROM THE CUSTOMER (SUPER USER)

Applications from the customer to the AMC must be made through one of the below contacts to the AMC.

Contact Person 1:

Contact Person 2:

The super user is AMC's contact with the licensee concerning any matter under this subscription.

More super users may have access to the subscription if an additional subscription fee have been ordered.

If the customer finds problems or need help under this agreement in any way in AMC software, these shall be notified to AMC Service Desk, which then leads to a support person that will start helping the super user.

If the super user wants to raise a priority 1 case this must be stated in the service desk issue and or by a phone call to AMC.

6 AMC OFFICE HOURS AND REACTION TIME

Service is provided under this subscription during the period:

Monday - Thursday 9.00 to 16.30 CET/CEST

Friday 9.00 to 15.30 CET/CEST

Saturdays, Sundays and public Danish holidays, 5th June, 24th and 31th December are excluded. AMC will return to the licensee as soon as possible, if the licensee's request cannot be answered immediately.

7 CHARGES AND PAYMENT TERMS

The fee for the support subscription is shown in AMC's then-current price list.

The fee is billed in advance for a quarterly basis. If the subscription is not canceled, cf. 8, the licensee will be billed for another subscription period of 3 months.

Unless otherwise agreed in writing, invoices are due 8 days after the invoice date. By late payment is the AMC is entitled to charge penalty interest from the due date by 2% per month commenced.

If invoice is not paid at maturity, AMC is also entitled without notice to withhold all benefits under this subscription until payment is received.

If the subscription is concluded directly with an AMC reseller, of AMC products, the charge will be billed throughout the reseller.

8 ACTIONS WHEN GRANTING SUPPORT

When contacting the AMC service desk, the licensee shall provide the information requested in the service desk system.

Specific diagnosis of the problem, giving AMC necessary information to implement the service.

Use the service desk at <https://servicedesk.amcbanking.com>

Licensee is obliged to follow AMC's oral and written directions and instructions on installation and use of the software and any updates, hotfixes etc.

AMC personnel may change a support request to a consultancy task if they estimate that the current task is unnecessary stressful to solve under the SLA and or it makes more sense to be solved by a consultant. Such change of task handling must be informed to licensee and only executed as billable consultancy task if licensee agree.

If the service is more stressful for AMC than necessary because of the licensed users lacking or insufficient compliance with the above measures, AMC must notify the licensed user in advance of the additional time required and the need to charge fees. Subject to prior notification as indicated in the previous sentence, AMC reserves the right for separately invoicing the licensee for the time used, at the current hourly AMC rate for consultancy services.

Service pursuant to this subscription is subject to licensing takes forever have a legal right to use the software, and AMC is entitled to refrain from providing services until acceptance of AMC's EULA for the specific software is confirmed in writing by the licensee by submitting the proper completed end user license agreement for AMC.

Should licensee as a result of breach of licensing agreements lose the usufruct, AMC is also entitled to suspend the service immediately.

The above conditions shall not entitle the licensee to withhold payment for the subscription to the usual due date or require any fee already paid refunded.

9 EXTENDED SUPPORT (SERVICE PLAN 2,3 AND 4)

9.1 TEMPORAL FRAMEWORK FOR PROBLEM RESOLUTION

AMC commence remediation within 4 hours during normal working hours after AMC has been informed of the problem. The customer is with this agreement guaranteed a call from AMC's support and / or started transport to the customer and / or a consultant will access the software by the online connection, within the 4 hours. Problem solving begins and continuing continuously during normal working hours until the problem is solved or a workaround is proposed, and the customer is in normal operation again - unless otherwise agreed.

Registration of problems must also be within normal working hours according to AMC's normal working hours.

Consultancy hours used under the 4-hour service is billable according to the then-current pricelist.

The customer agrees that an online access can be available on AMC request of the customer choice. Thus, the AMC from own location can access the AMC software in the actual environment as this agreement covers.

The online access might be supervised by the customer.

9.2 ESCALATION OF PRIORITY 1 CASES

If the customer experiencing a problem, which is of great importance to its business. The customer can prioritize the issue to a priority 1 problem. Priority 1 problems have a response time of no more than 4 hours, according to this contract. AMC will work on the problem continuously both during and outside normal working hours. This also applies to weekends until the problem is solved or workaround is directed.

10 PRICES

Hours for fixing bugs and or updates is always free of charge.

Hours used by our support team is covered and free of charge by this SLA.

Hours used by our consultancy team is billable according to the then-current price list.

If there by AMC has been organized travel expenses, hotel stays, etc., such costs will be charged the customer.

All Priority 1 cases, regardless of whether there is error in the AMC software, are billed according to the then-current price list of consultancy hours. If the priority 1 task and or a part of is executed outside normal working hours it is billed according to the rules as described in "General conditions for supply of software and consulting services."

11 DURATION OF THE AGREEMENT AND TERMINATION

Support agreement will run until it is terminated by either party. Either party may terminate the agreement with a written notice of at least 3 months to expiration of the subscription period.

If the agreement is not canceled in writing within 3 months before the expiry of the subscription period, the agreement is automatically renewed for another subscription period.

12 GENERAL TERMS

12.1 GOVERNING LAW AND JURISDICTION

Law and jurisdiction is governed by the “General Terms for Supply of Software and Consultancy Services Agreement” found here. <https://www.amcbanking.com/agreements>

12.2 FORCE MAJEURE

Force majeure is governed by the “General Terms for Supply of Software and Consultancy Services Agreement” found here. <https://www.amcbanking.com/agreements>

12.3 LIMITATION OF LIABILITY

Liability is governed by the “General Terms for Supply of Software and Consultancy Services Agreement” found here. <https://www.amcbanking.com/agreements>

12.4 TRANSFER

Licensee may assign this support subscription to a third party under similar conditions, as the transfer of use rights in accordance with AMC's EULA.

AMC is entitled to transfer rights and obligations under this support subscription to third parties